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**Contract Database Metadata Elements**

Title: **Rye, City of and Rye Police Association of the City of Rye (2003)**

Employer Name: **Rye, City of**

Union: **Rye Police Association of the City of Rye**

Local:

Effective Date: **01/01/03**

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POL  
6918

**AGREEMENT  
BETWEEN  
CITY OF RYE, NEW YORK  
AND  
RYE POLICE ASSOCIATION OF THE CITY OF RYE, INC.**

**AGREEMENT** made and entered into the day of , 2003, by and between the City of Rye, a municipal corporation located in the County of Westchester, State of New York (hereinafter referred to as the "Employer"), and the Rye Police Association of the City of Rye, Inc., (hereinafter designated as the "Association").

**WITNESSETH:**

**WHEREAS**, the Employer has determined that the Association represents public employees in a negotiating unit consisting of all full-time, permanent, sworn employees, except the Commissioner of Police, of the Employer in the Police Department of the City of Rye; and

**WHEREAS**, the Association has affirmed, and hereby reaffirms that it will not violate any section of the Taylor Law during the lifetime of this agreement; and

**WHEREAS**, the Employer accordingly has recognized the Association as the exclusive representative of all full-time, permanent, sworn employees of the Employer in the Police Department for the purpose of negotiating collectively with the City, the terms and conditions of employment of said employees, as more fully set forth by a resolution adopted by the City Council of the City of Rye on October 18, 1967; and

**WHEREAS**, a written agreement between the parties will expire on December 31, 2003; and

**WHEREAS**, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in Section 200 of the Civil Service Law,

**NOW, THEREFORE**, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

**RECEIVED**

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**ARTICLE I  
RECOGNITION**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

The Employer recognizes the "Association" as the exclusive representative of all full-time, permanent police officers of the Employer, as a separate negotiating unit, in all matters pertaining to salaries, benefits and other conditions of employment for the period commencing January 1, 2003, and ending December 31, 2008.

B. The Employer recognizes the Association as the exclusive representative of all full-time, permanent lieutenants and sergeants of the Employer, as a separate negotiating unit, in all matters pertaining to salaries, benefits and other conditions of employment for the period commencing January 1, 2003, and ending December 31, 2008.

## **ARTICLE 2** **DUES DEDUCTION**

A. The Employer agrees to deduct from all regular employees who are members of the Association covered by this agreement, dues and insurance charges of the local unit, and agrees to remit the same to the Rye Police Association of the City of Rye, Inc., provided a written authorization therefor is filed by each employee with the City Comptroller, as required by Sections 93 and 93-b of the General Municipal Law, on a form approved by the parties to this agreement. The Association shall indemnify and save the Employer harmless against any and all third party claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

B. Agency Shop Fee Deduction. All employees, hired after January 1, 1981, who are included in the bargaining unit but who are not members of the Association, shall be required to pay to the Association an Agency Shop Fee as provided by Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Association. The Employer will make deductions from the wages of said employees and transmit them in the same manner as specified in Article 2, Section A, as an Agency Shop Fee deduction. The Association shall indemnify and save the Employer harmless against any and all third party claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

## **ARTICLE 3** **WORK SCHEDULE**

The work schedule shall normally consist of five (5) consecutive eight (8) hour work days, and as established by Department rules and regulations promulgated by the Commissioner of Police and approved by the City Manager.

The work schedule for employees assigned to rotate shifts around the clock is 5-5-5/72, i.e., employees will work a five-day week, but upon the change of shift every week, shall be off for a 72-hour period.

Effective January 1, 1999, the A Tour (8 am - 4 pm) and the B Tour (4 pm - 12 pm) shall continue on a 5-5-5/72 work schedule and rotate. The C Tour (12 pm - 8 am) shall be assigned a steady 4-3 work schedule. However, C Tour employees may be assigned to work A or B Tours as necessary without additional compensation to balance the schedule and meet the needs of the City. Officers assigned to the A or B Tours may also be shifted without additional compensation to the C Tour to cover staffing needs.

Employees assigned to the steady C Tour shall also be required to work 5 additional shifts annually, except holidays, at the Commissioner's discretion upon seven (7) days notice.

The Department shall determine the number of officers and supervisors to be assigned to any given tour of duty. Officers shall, on an annual basis, indicate their preference for a tour of duty. To the extent practicable, assignments to a given tour will be accomplished by volunteers. In the event there are insufficient volunteers, assignments to a given tour will be accomplished by

Pay Plan – Effective July 1, 2004, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Patrol Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$49,062		
2	64,206		
3	66,876		
4	69,699		
5	72,657	85,247	91,622

Pay Plan – Effective January 1, 2005, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Patrol Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$50,043		
2	65,490		
3	68,214		
4	71,093		
5	74,110	86,952	93,454

Pay Plan – Effective July 1, 2005, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Patrol Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$51,044		
2	66,800		
3	69,578		
4	72,515		
5	75,592	88,691	95,323

Pay Plan – Effective January 1, 2006, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Patrol Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$52,065		
2	68,136		
3	70,970		
4	73,965		
5	77,104	90,465	97,229

assigning the most junior members (inverse order of seniority). In the event there are more volunteers than available work slots, seniority by rank will govern the selection priority. Upon completion of the tour selection procedure, the Department will have the opportunity to review the requested selections and shall determine if the selections provide appropriate levels of police coverage and supervision. The Department may consider factors including the level of experience of the officers on a given tour and may, in order to assure the efficient operations of the Department, deny a request to work a given tour of duty and assign an officer or officers to a tour they did not select. No officer shall be compelled to work the C Tour beyond eighteen (18) consecutive months.

A determination by the Department to assign an officer to a tour based upon factors other than seniority shall be subject to the grievance procedure of the collective bargaining agreement.

The parties believe that the implementation of this new schedule will provide the same or increased level of police officers on duty as the current schedule without increased staffing or overtime costs. It is mutually agreed that if this proves to be incorrect or otherwise diminishes operational efficiency, the City or the Association may, in any subsequent year, return to the schedule in effect for 1998 upon notice to the other.

**ARTICLE 4**  
**HOURS OF WORK**

The hours of work shall be established by Department rules and regulations promulgated by the Commissioner of Police and approved by the City Manager, except as limited herein.

**ARTICLE 5**  
**SALARIES AND WAGES**

1. Pay Plan

A. The pay plan for lieutenants, sergeants and patrolmen shall be as follows:

Pay Plan - Effective January 1, 2004, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Patrol Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$48,100		
2	61,947		
3	65,565		
4	68,332		
5	71,232	83,575	89,825

Pay Plan – Effective July 1, 2006, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Police Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$53,106		
2	69,499		
3	72,389		
4	75,444		
5	78,646	92,274	99,174

Pay Plan – Effective January 1, 2007, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Police Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$54,168		
2	70,889		
3	73,837		
4	76,953		
5	80,219	94,119	101,157

Pay Plan – Effective July 1, 2007, the salary schedule will increase by 1.75% at all steps:

<u>Step</u>	<u>Police Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$55,116		
2	72,130		
3	75,129		
4	78,300		
5	81,623	95,766	102,927

Pay Plan – Effective January 1, 2008, the salary schedule will increase by 2.0% at all steps:

<u>Step</u>	<u>Police Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$56,218		
2	73,573		
3	76,632		
4	79,866		
5	83,255	97,681	104,986

Pay Plan – Effective July 1, 2008, the salary schedule will increase by 1.75% at all steps:

<u>Step</u>	<u>Police Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
1	\$57,202		
2	74,861		
3	77,973		
4	81,264		
5	84,712	99,390	106,823

B. Each employee, whose rank is Sergeant or below, assigned to the Detective Division or Youth Division for 30 days or more in any calendar year shall receive additional compensation of 7% of base pay, pro-rated bi-weekly, during the period of this assignment, which is made at the sole discretion of the Commissioner of Police. In addition to the above, any employee, whose rank is Sergeant or below, designated as commander of the detective unit, for a period in excess of 30 days, by the Commissioner of Police, shall receive additional compensation at the rate of \$800 per year, pro-rated bi-weekly.

2. Longevity

A. The longevity feature of the pay plan for the Employee shall continue to be based on total service with the Employer, rather than service in a position. Eligibility for longevity payments for all employees shall be based on total years of service with the City, determined by the Employee's date of provisional or permanent hiring.

B. For patrolmen on the payroll prior to January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- |  |       |
|--|-------|
| 1. At the completion of 9 years service an additional  | \$600 |
| 2. At the completion of 14 years service an additional | 630   |
| 3. At the completion of 19 years service an additional | 660   |

C. For sergeants on the payroll prior to January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- |  |       |
|--|-------|
| 1. At the completion of 9 years service an additional  | \$660 |
| 2. At the completion of 14 years service an additional | 693   |
| 3. At the completion of 19 years service an additional | 728   |

D. For lieutenants on the payroll prior to January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- |  |       |
|--|-------|
| 1. At the completion of 9 years service an additional  | \$728 |
| 2. At the completion of 14 years service an additional | 764   |
| 3. At the completion of 19 years service an additional | 802   |

E. Employees hired in 1970 or earlier, who received longevity payments in 1980, shall continue to receive the same longevity payments as provided in the 1980 pay plan. Future longevity increments shall be subject to the appropriate amount, for years of service, as specified in Sections B, C and D of this Article.

F. Effective January 1, 1998, for employees on the payroll hired on or after January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- |  |       |
|--|-------|
| 1. At the completion of 9 years service an additional  | \$500 |
| 2. At the completion of 14 years service an additional | 500   |
| 3. At the completion of 19 years service an additional | 550   |

G. Effective January 1, 2004, for employees on the payroll hired on or after January 1, 1979, the following annual longevity Payments shall be made as an addition to base salary:

- |   |       |
|---|-------|
| 1. At the completion of 7 years of service an additional  | \$500 |
| 2. At the completion of 12 years of service an additional | 500   |
| 3. At the completion of 17 years service an additional    | 550   |

H. Effective January 1, 2007, for employees on the payroll hired on or after January 1, 1979, the following annual longevity payments shall be made as an addition to base salary:

- |  |       |
|--|-------|
| 1. At the completion of 7 years service an additional  | \$500 |
| 2. At the completion of 12 years service an additional | 550   |
| 3. At the completion of 17 years service an additional | 600   |

## **ARTICLE 6** **OVERTIME**

A. The Employer will pay police officers for any authorized overtime worked, while attending hearings before the State Department of Motor Vehicles or while attending court under subpoena in relation to their duties of law enforcement, including travel time, (to a maximum of 2 hours travel time) at the rate of 1½ times the hourly equivalent of the annual salary.

B. Employees recalled to work after leaving at the end of an assigned shift shall be guaranteed a minimum period for recall of four (4) hours. For time actually worked, including travel time, compensation shall be paid at the rate of 1½ times the hourly equivalent of the annual salary; straight time rates shall apply for time paid to meet the 4 hour minimum, but not actually worked.

C. The provisions of Sections A and B of this Article shall not apply to employees while assigned to the Detective Division or Youth Division for which additional compensation is paid. Such employees shall receive compensatory time off, at time and one-half, for authorized time worked. The City may, at its election, pay such employees for such accumulated compensatory time.



**ARTICLE 7**  
**ANNUAL LEAVE**

Annual leave for employees in the bargaining unit shall be granted as follows:

- A. All permanent, full-time employees are entitled to annual leave.
- B. Annual leave may not be taken without prior approval of the appropriate department head and the department head shall not unreasonably refuse such requests.
- C. Annual leave may be taken in segments with the approval of the appropriate department head and department heads may require it to be so used if the interests of the City so require.
- D. Annual leave entitlement is determined by the date of starting service with the City and is based on continuous service.
- E. Annual leave must be taken during the twelve month period following the twelve month period during which it is earned; except that, with the approval of the City Manager, annual leave may be accumulated to a total of thirty-six days by employees who have been in continuous City service for at least ten years.
- F. The minimum period of annual leave which may be allowed is one day.
- G. An employee separating from City service with annual leave to his credit is to be paid the value of said leave in a lump sum payment.
- H. Each employee in the unit shall continue to be entitled to the following:
  - a. Fifteen (15) working days after employment for one year, and
  - b. Twenty (20) working days after employment for five years.
  - c. Twenty-Five (25) working days after employment for ten years.

However, any employee assigned to work a 4 on/3 off schedule shall be entitled to 80% of the above vacation, i.e., 10 working days after 1 year, 16 working days after 5 years, and 20 working days after 10 years. This shall be pro-rated when a member is reassigned to/from a 4 on/3 off schedule during the year.

I. In addition, each employee during his/her first year of employment only shall be entitled to three (3) working days leave which may be taken after completion of six (6) months of employment and must be taken during the first eighteen (18) months of employment.

**ARTICLE 8**  
**HOLIDAYS**

A. All permanent, full-time employees are entitled to the following holidays:

- |                                  |                 |
|----------------------------------|-----------------|
| 1. New Year's Day                | 8. Columbus Day |
| 2. Martin Luther King's Birthday | 9. Election Day |

3. Lincoln's Birthday
4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
10. Veterans Day
11. Thanksgiving Day
12. Day following Thanksgiving Day  
after 5 years employment  
with the City.
13. Christmas Day

B. Employees shall be paid thirteen (13) days pay at straight time in lieu of holidays, to be paid semi-annually. The payments shall be made on January 1, (6½ days pay) and July 1, (6½ days pay) each year. Employees who work on Thanksgiving, Christmas, New Year's Day and Independence Day will be granted an additional four (4) hours pay for each such tour they work.

### **ARTICLE 9** **SICK LEAVE**

Sick leave will be provided to all regular, full-time employees in the bargaining unit as follows:

A. All permanent, full-time employees are entitled to sick leave when incapacitated for duty by sickness, injury, pregnancy and confinement.

B. For employees in the unit, sick leave is earned at the rate of 1¼ days per month of employment, up to a maximum accumulation of 365 days.

C. Employees who request sick leave shall notify their supervisors as early as practical on the first day of absence, or as soon thereafter as possible. Failure to give sick notice may result in the absence being charged to annual leave or a forfeiture of pay, as the circumstances justify or as determined by the department head.

D. Sick leave in excess of three days shall be supported by a medical certificate, or medical proof. The Police Commissioner may require such a certificate, or proof, for such leave of three days or less under unusual circumstances when either the frequency or pattern of absence indicates the possibility of a continuing medical problem. When a medical certificate can not be reasonably obtained for sick leave of three days or less, an affidavit by the employee relating the facts that required absence may be substituted for a medical certificate at the discretion of the Commissioner.

E. Sick leave certificates must be signed by a registered physician certifying as to the period of disability, examination or treatment.

F. The minimum period for sick leave which may be allowed is one-half day.

G. A doctor's certificate or other medical proof satisfactory to the City may, at the option of the City, be required of any employee returning from sick leave as proof of such employee's fitness for work.

H. An employee returning from sick leave may, at the option and expense of the City, be required to undergo a physical or mental examination, by a physician chosen by the City, as proof of

such employee's fitness to return to work. If any dispute should arise between the employee's physician and the City's physician, such dispute shall be subject to a determination by a third physician chosen mutually by the first two physicians and the cost of said medical examination shall be borne equally by both parties. Such decision shall be final and binding on both parties.

I. In case of serious disability or ailment and when the exigency of the situation so requires, sick leave may be extended for a period not to exceed thirty days upon prior approval of the City Manager, and such extended period shall be deducted from such sick leave as may accrue after the employee returns to work. An application for an extension of sick leave must be supported by a medical certificate.

J. The Employer will make a one-time cash payment equal to two day's salary per year of service (to a maximum of 40 days) upon retirement, to employees who have accumulated sick leave in excess of 220 days upon retirement.

K. Emergency Sick Leave Bank. An emergency sick leave bank shall be established and administered in accordance with the sections below.

1. Eligibility. The City and the Association, realizing the economic effects of a long term illness on any employee, have joined together in establishing a voluntary Emergency Sick Leave Bank. All employees who are represented by the bargaining unit and have completed at least one year of continuous City service, shall be eligible to join. Membership is earned when an employee voluntarily contributes two (2) days of earned sick leave time to the bank.

2. Emergency Sick Leave Bank.

a) An Emergency Sick Leave Board consisting of three (3) members (Trustees), of the bargaining unit, shall be appointed by the Association President for a term coinciding with the term of the President.

b) The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it, within ten (10) working days.

c) Decisions by the Board are final, subject to City approval that the Board acted in compliance with Section 4(a) of this Article. If the City rejects the Board's determination and finds that the Board did not act in compliance with 4(a), the dispute will immediately be filed with the American Arbitration Association for a hearing and final determination.

d) The records of the Board shall be available for inspection by the City and periodic reports will be made by the Board to the Personnel Officer which include members, number of days contributed, days awarded and balance of days in bank.

3. Contributions

a) All completed Emergency Sick Leave Bank contribution forms must be received by the Board by May 1 of each year.

b) Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them by the Association.

c) When the Board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, they will notify each member of this fact in writing and will request a further contribution of one (1) or more days. Membership in the bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

4. Eligibility for Benefits

a) An enrolled member who has exhausted all accumulated time credits and is suffering from a prolonged or disabling illness or mental incapacitation and is not entitled to benefits as defined in Section 207C of the General Municipal Law is eligible to apply to the Sick Leave Bank. A completed "Application for Emergency Sick Leave Bank Benefits" form shall be provided to the Board with any documentation deemed necessary by it with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reason, including improper use of accumulated time credits, i.e., suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.

b) After finding that the application meets the requirements described above, the initial application may be granted for up to twenty (20) working days. Vacation, personal leave and sick leave credits shall not be earned for periods when an employee is on such leave with pay.

5. Renewal of Application

If after making its original determination it is found that a member's recovery shall require more than twenty (20) working days, the Board shall reconvene to determine renewal of the application for up to an additional twenty (20) working days. However, the maximum number of days the Board may allocate for any one illness shall not be for more than one (1) work year.

6. Repayment

Members shall be required to reimburse the emergency sick leave bank from time earned (vacation, personal leave and sick leave) at a rate not to exceed 5 days per year.

L. Incentive Sick Leave Program

1. The City will make cash payments annually for unused sick leave according to the following schedule:

<u>Sick Shifts Taken</u>	<u>Bonus Hours</u>
0	30
1	20
2	16
3	12
4	8
5 or more	0

2. Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2080 hours. Payment will be made on or about December 15 of each year by separate check.

3. Benefits under this program are based on attendance from December 1 each year through November 30 of the following year. The bonuses will be awarded to all eligible members of the bargaining unit, prorated to reflect their actual time of service. In order to be eligible for this payment, individuals must be in active duty status, or have been on injured status for not more than 15 days, during the period from December 1 through November 30.

4. The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence, not previously approved prior to a scheduled work day, will be considered as a sick day taken for purposes of computing this benefit.

**ARTICLE 10**  
**JURY DUTY**

A member shall be excused from work with pay if he/she is required to report for jury duty during the hours of his/her regular work shift. Additionally, a member shall be excused with pay from his/her full regular work shift if it begins or ends 4 hours or less from the beginning and ending time of jury duty service.

It is the actual time spent on jury duty which shall govern whether or not a member shall be excused from his/her work shift. Members shall utilize the jury service call-in procedure if available. A member called to jury duty but subject only to the jury service call-in procedure shall report to his/her regular work shift at all times except for the actual day or days when the member is required to appear for jury duty.

A member on jury duty shall receive his/her regular pay and shall transmit to the City any and all amounts received as jury duty per diems or allowances.

**ARTICLE 11**  
**GENERAL LEAVE REGULATIONS**

The following provisions shall be applicable to all types of leave provided for in this Agreement:

- A. Leave shall accrue while employees are in a leave-with-pay status.
- B. Leave shall not accrue during periods of disciplinary suspension in excess of three days.
- C. Unavoidable absence from duty of one-half hour or less and tardiness shall be handled administratively by excuse for adequate reason, requiring time to be made up, disciplinary action, or charged against annual leave, as may be determined by the Department Head or the City Manager.

**ARTICLE 12**  
**RETIREMENT**

- A. The Employer agrees to make contributions to the pension accumulation fund of the New York State Policemen's and Firemen's Retirement System on behalf of each member of the said Retirement System who is a member of the Police Department of the City of Rye, to provide a retirement allowance of one-half of his final average salary after 25 years of service as an officer of such department who has applied for such retirement plan, and to provide for an increase in said retirement allowance upon retirement, by a sum equal to one-sixtieth of his final average salary for each completed additional year of service after 25 years, pursuant to the provisions of Section 384 of the Retirement and Social Security Law. Final average salary shall be as defined in Section 302, Subdivision 9d, as amended.
- B. The Employer agrees to make all contributions to the pension accumulation funds of the New York State Policemen's and Firemen's Retirement System on behalf of each member of the said Retirement System who is a member of the Police Department of the City of Rye, to provide a retirement allowance of one-half of his final average salary after 20 years of service as an officer of such department and who has applied for such retirement plan, pursuant to the provisions of Section 384-d of the Retirement and Social Security Law. Final average salary shall be as defined in Section 302, Subdivision 9d, as amended.

**ARTICLE 13**  
**HEALTH PLAN**

- A. The Employer shall, pursuant to the provisions of Section 167 of the Civil Service Law, continue to participate in the State Health Insurance Plan or such other plan implemented pursuant to paragraph B of this Article. The City shall pay, during the term of this agreement, 100% of the cost of the premium on behalf of the police officers of the Police Department of the City of Rye and 100% of such premium for coverage of dependents of such police officers. For employees hired on or after January 1, 1990, the City will contribute 75% of the premium for individual or family coverage under the health plan the City participates in, provided that contributions under this provision

will not become effective until December 31, 1991. The contribution will not exceed 4% of the employee's base annual salary.

B. The City shall have the right to change health insurance carriers, provided that:

1. Benefits shall be equivalent to the benefits under the current health plan;

2. The City shall give the RPA at least 90 days advance notice of its intention to change carriers;

3. If the RPA questions whether the new plan provides equivalent benefits, that matter shall be submitted to arbitration and a hearing held within the 90-day period. The insurance carrier shall not be changed until the arbitrator has rendered his decision, which shall be no later than 30 days from the close of the arbitration hearing.

C. Effective January 1, 1996, the City shall also have the right to provide coverage under the alternate MEBCO Plan.

D. The employer shall pay 100% of the premium payments for retired employees. This benefit shall extend to the member of the Bargaining Unit and their dependents during the lifetime of the retired employee and/or their widow/er.

E. If any employee is eligible for individual or family coverage under the health plan the city participates in and elects not to receive such coverage (i.e., no coverage or individual only coverage while eligible for family coverage), the City will reimburse 25% of the City's net savings to the employee, pro-rated on a bi-weekly basis. The employee is responsible for providing the City with any required certification of eligibility and release documents that the City may require.

#### **ARTICLE 14** **DENTAL PLAN**

The Employer shall pay up to 70% of the cost of a family plan, and 100% of the cost of an individual plan per participating employee, pro-rated from the employee's effective date of coverage, for the purpose of purchasing a dental insurance program covering bargaining unit employees and/or their dependents. The Association shall provide the City Comptroller with proof of the existence of participating employees as a condition of any payment by the City. If an employee is eligible for individual or family coverage under the dental plan the City participates in and elects not to receive such coverage (i.e., no coverage or individual only coverage while eligible for family coverage), the City will reimburse 25% of the City's net savings to the employee, pro-rated on a bi-weekly basis. The employee is responsible for providing the city with any required certification of eligibility and release documents that the city may require.

**ARTICLE 15**  
**GROUP LIFE INSURANCE**

The Employer shall provide a group life insurance policy for each employee in an amount not to exceed \$50,000 at a cost not to exceed twenty (\$20) per month per participating employee.

**ARTICLE 16**  
**INDEMNITY**

The full benefits of Section 18 of the Public Officers law shall apply to public officials and employees of the City of Rye and the City of Rye shall be held liable for the costs incurred under the provisions of that section, as well as the costs incurred under Section 145-3 of this chapter.

The City will provide for the defense of any city officer or employee in any civil action or proceeding arising out of any alleged act or omission in which it is alleged that the officer or employee has violated the civil rights of the claimant, petitioner or plaintiff under Section 1981 and 1983 of the U.S. Civil Rights Act. The City shall indemnify and save harmless such officer or employee in the amount of any judgment or settlement of claim obtained against such officer or employee, including punitive and exemplary damages. Such legal defense and indemnification shall be provided where the officer or employee at the time of such alleged act or omission was acting in good faith and within the scope of his public employment, powers or duties. The provisions of this section shall be in addition to any other statute, local law or enactment providing legal defense and indemnification in civil actions brought against such officer or employee.

**ARTICLE 17**  
**DEATH BENEFIT**

The Employer will provide for the guaranteed ordinary death benefit as permitted under the provisions of Section 360-b of the Retirement and Social Security Law. The Employer will provide the death benefits permitted under Section 208-b of the General Municipal Law during the term of this agreement, in addition to the death benefit payable under the Policemen's and Firemen's Retirement System. Effective January 1, 1998, the Employer shall provide a death benefit of \$7,500 to the estate of a member who has been killed in the line of duty.

**ARTICLE 18**  
**BEREAVEMENT LEAVE**

- A. Bereavement leave shall be granted for attendance at funerals and for bereavement to all employees within the bargaining unit in the event of a death of a member of the family, as hereinafter defined.
- B. A "member of the family" shall mean the employee's spouse, children, grandchildren, brothers, sisters, parents, grandparents, brothers-in law, sisters-in-law, parents-in-law,



grandparents-in-law, step-children, step-grandchildren, step-brothers, step-sisters, step-parents, step-grandparents, step-brothers-in-law, step-sisters-in-law, step-parents-in-law, and step-grandparents-in-law.

- C. No prior approval is required for bereavement leave, but the department head shall be notified as soon as conveniently possible.
- D. Employees exercising bereavement leave will receive their regular rate of pay for the scheduled working hours missed during the first five scheduled work days following the occasion of death for each member of the family as defined above.
- E. Bereavement leave shall be granted for attendance at funerals and for bereavement in the event of a death of an aunt or uncle of an employee. In such case, employees exercising bereavement leave will receive their regular rate of pay for the scheduled working hours missed during the first two scheduled work days following the occasion of death.
- F. In the event that additional time is required because of long distances to travel or for other reasons, Additional bereavement time may be granted by and at the sole discretion of the department head. Such additional time shall be taken as authorized leave without pay, or, at the option of the employee, charged against any other accrued and available time, including but not limited to compensatory time, vacation leave, personal leave and/or sick leave. Sick leave used as bereavement leave shall not be charged against the employee for the purpose of calculating cash payments for unused sick leave.

## **ARTICLE 19**

### **PERSONAL LEAVE**

A. During 1986, all members of the bargaining unit shall be entitled to three (3) days personal leave annually. During 1987, all members of the bargaining unit shall be entitled to five (5) days personal leave annually. However, any employee assigned to work a 4 on/3 off schedule shall be entitled to four (4) days personal leave annually. Personal leave that is unused at the end of each calendar year shall be added to the employee's sick leave accruals, subject to the maximum accumulation established by Article 9. However, the employee may elect to carry-over up to two (2) personal leave days until end of February of following year. If not used by March 1, they will be added to sick leave accrual as provided for above. Such leave may be taken in accordance with the following guidelines:

1. Only one personal leave day shall be granted on each tour of duty on any day, from among personnel assigned to uniformed posts.
2. The Department will not call anyone in to cover this spot.
3. Except for an emergency situation, seven days' notice must be given to the Department.
4. No requests submitted more than thirty-one days in advance will be considered.

5. Requests are to be made on a department supplementary form and turned in to the Desk Officer, who will date and initial the request.
6. If two or more officers request the same date and tour off, the first one to make the request shall receive the time off.
7. If two or more requests are submitted on the same calendar day, they shall be considered to be put in at the same time no matter what the actual time of day they were submitted. Date to be determined by Desk Officer's date and initial.
8. In the event that two or more requests are received for the same tour off and if these requests are submitted on the same day, then the names of those requesting that tour shall be put into a hat and the one selected by chance in the presence of the officers involved shall be given the tour off. The other requests will be denied.
9. These days are to be non-discretionary and no reason need be given for requesting the time off.

## **ARTICLE 20** **EDUCATION**

A. Effective January 1, 2004, the Employer shall budget \$12,500 annually for training and college education that are job related or enhance job skills. Funds will be made available for reimbursement, or partial reimbursement, of employees' expenses for tuition, registration and course materials up to a maximum of \$3,000 per employee per year, to a total of \$12,500 for the unit per year. Advance notice of intent to register for each course must be given to the Commissioner of Police, along with an estimate of cost, and it must be successfully completed (C or better) by the employee to be eligible for reimbursement. The City will only reimburse such expenses to the extent not covered by other reimbursement programs for which the employee would be eligible and of which the employee has knowledge. If reimbursement claims for a calendar year should exceed \$12,500, funds will be pro-rated among eligible employees. The total amount budgeted for the unit shall increase to \$15,000 effective January 1, 2007.

B. The benefits of Article 20 of the contract shall only be available to members of the bargaining unit who are in full-duty status. In order to be eligible for education benefits, the Officer must be in full-duty status at the time the officer requests approval for tuition reimbursement. Full-duty status shall include such full-time modified duty assignments as may be designated by the Police Department. In the event an Officer becomes sick or disabled during the period of time for which he requests tuition reimbursement, the benefit will be pro-rated. The formula for proration shall be the ratio of absences compared to the number of scheduled work days during the period the Officer is in attendance at an approved course, e.g., if a course covers a four-month period and the Officer is not in full-duty status for one month during that four-month period, the Officer shall be entitled to three-quarters of the benefit he or she otherwise would have been entitled to under Article 20. Absences of five work days or less will not result in any diminution of the benefit.

**ARTICLE 21**  
**TIME OFF FOR PROMOTIONAL EXAMS**

On the day of scheduled promotional exams, officers scheduled to sit for the exam shall be given time off if scheduled to work on the A or C tour.

**ARTICLE 22**  
**CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE**

A. Effective January 1, 1994, the Employer shall pay each employee \$1,000 in a lump sum, pro-rated, due on December 1 of each year, as a uniform cleaning and equipment maintenance allowance. Effective January 1, 2007, the Employer shall pay each employee \$1,200 in a lump sum, pro-rated, due on December 1 of each year, as a uniform cleaning and equipment maintenance allowance.

B. In addition, the Employer shall pay each employee, whose rank is Sergeant or below, assigned to the Detective Division or Youth Division for 30 days or more in a calendar year and required to work in plain clothes, \$1,000 per year clothing allowance, pro-rated on a bi-weekly basis.

**ARTICLE 23**  
**TIME OFF FOR ASSOCIATION REPRESENTATIVES**

Each calendar year, members of the Association will be permitted up to 350 hours of time-off with pay on a straight time basis to attend specified conferences and Association related meetings as specified herein. A maximum of two (2) persons shall be granted such time-off at any given time. The Association President shall submit a written application for such time-off, in advance as required below, to the Police Commissioner, who may deny it if the interests of the City so require.

A. Two members of the Association will be permitted to attend the conferences of the Police Conference of New York, Inc., or N.A.P.O, not exceeding twice per year, with pay on a straight time basis with a limit of eight (8) hours per day. Such members shall submit a written application for the time off, in advance, and the number of days to be allowed for such purpose shall be determined by the Commissioner of Police in advance.

B. If the President, or his designated agent, is on duty, he will endeavor to handle all matters of the Association during the lunch period, or before or after working hours, except that when it is necessary to telephone, or in an emergency, to visit members of the Association at a location other than the one at which the President, or his designated agent, is working, he shall obtain the permission of his supervisor, which permission will not be unreasonably denied, and he will be given a reasonable time off to attend to such matters.

C. Up to two (2) officers (President, Vice President, Secretary, or Treasurer) of the Association may be permitted to attend the monthly meeting of the Association, while on duty, subject to the approval of the Commissioner of Police, which shall not be unreasonably withheld. It shall be the responsibility of the Association to provide advance notice of at least two weeks to the Police

Commissioner of such meetings and the officers requesting time off from duty. Such time off shall be for the duration of the meeting only, plus a reasonable period for travel.

D. The PBA President or his/her designee may receive one tour off per month to attend PCNY or Westchester Affiliate Meetings with 7 days notice given to their supervisor.

E. To attend hearings, collective negotiation meetings, and employee committee meetings pursuant to Article 28.

#### **ARTICLE 24** **NO DISCRIMINATION**

The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment or other conditions of employment because of race, age, sex, creed, color, physical disabilities or national origin. The parties further agree to cooperate in the formulation and implementation of an Affirmative Action Plan.

#### **ARTICLE 25** **O.S.H.A. STANDARDS**

The parties agree to cooperate in the implementation of safety and health standards promulgated by New York State or the United States Occupational Safety and Health Administration, as well as standards promulgated in compliance with the Toxic Substances Act.

#### **ARTICLE 26** **GRIEVANCE PROCEDURE**

1. **Definitions.**

As used herein, the following terms shall have the following meanings:

A. "Employee" shall mean any person directly employed and compensated by the City of Rye.

B. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement. This procedure shall not, however, apply to any employee's rate of compensation, excepting employees who are denied pay increments on their anniversary dates when they are eligible for consideration for such increments, retirement benefits, disciplinary proceedings, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, including but not limited to Section 75 of the Civil Service Law. In the event of conflict between this Agreement and the unilaterally issued rule or regulation of the Employer, this Agreement shall prevail.

C. "Department" shall mean any office, department, board, commission or other agency of the government of the City of Rye.

D. "Immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance. In the event the "immediate supervisor" or the "department head" is unavailable, "immediate supervisor" or "department head" shall include the superior of such "immediate supervisor" or "department head."

E. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

2. **Declaration of Basic Principle.**

A. Every employee of this City and the City of Rye shall have the right to present grievances in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

3. **Initial Presentation.**

A. An employee who claims to have a grievance shall present his grievance orally, within four days after the grievance occurs, to his immediate supervisor.

B. The person to whom the grievance is presented shall thereafter make such investigation as he deems appropriate, and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.

C. Within six days after presentation of the grievance to him, the person to whom the grievance is presented shall make his decision, communicate the same to the employee presenting the grievance and to the employee's representative, if any, and file a memorandum concerning it.

4. **Second Stage.**

A. If an employee presenting a grievance is not satisfied with the decision made pursuant to Section 3 herein, he may, within ten days thereafter, request a review and determination of his grievance by his Department Head.

Such request shall be in writing and shall include a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the officer to whom the request is being made and the person to whom the grievance was originally presented. Thereupon, and within four days after receiving such request, the latter shall submit to the former a written statement of the specific nature of the grievance, the facts relating to it, and his original decision concerning it, and a copy of such statement shall be served upon the aggrieved employee.

B. The person or persons considering the request may, and at the request of the employee shall, hold an informal hearing within ten days after receiving the written request and statement from

the employee. The employee, and his representative if any, may appear at the hearing and present oral and written statements or arguments.

C. Within ten days after the close of the hearing, or within sixteen days after the grievance has been submitted if there be no hearing, a decision shall be made and communicated to the employee presenting the grievance and the employee's representative, if any.

5. **Third Stage.**

A. If an employee presenting a grievance is not satisfied with the decision made pursuant to section 4 herein, he may, within ten days thereafter, request a review and determination of his grievance by the City Manager. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon the City Manager and the persons who heard the initial presentation and second stage. Thereupon, and within two days after receiving such request, the latter two shall submit to the City Manager written statements of the specific nature of the grievance, the facts relating to it and their original decision concerning it, and a copy of such statements shall be served upon the aggrieved employee.

B. The City Manager may hold a hearing within ten days after receiving the written request and statement from the employee. The employee and his representative, if any, may appear at the hearing and present oral and written statements or arguments.

C. Within ten days after the close of the hearing, or within sixteen days after the grievance has been submitted if there be no hearing, a decision shall be made and communicated to the employee presenting the grievance, and to the employees representative, if any.

6. **Fourth Stage.**

If an employee is not satisfied with the decision made pursuant to Section 5 herein, the Association may, within ten days thereafter, request binding arbitration of the grievance by an arbitrator to be designated by the American Arbitration Association, pursuant to its Rules or by an arbitrator satisfactory to the Union and the City.

7. **Common Grievances.**

If two or more employees have similar grievances and they are members of the Association, such grievances may be presented jointly by the aggrieved employees and/or their representative. If they are not members of the same employee organization, such similar grievances may be presented and considered jointly if the recognized or certified employee organizations whose members are the aggrieved employees and the non-member grievants, if any, consent to such presentation.

8. **Costs of Arbitration**

Costs and expenses payable to the American Arbitration Association and the costs of the fee of the Arbitrator for his or her services rendered shall be borne by the party whose position was not sustained except that the initial filing fee of the American Arbitration Association will be paid by each party as billed. In the event that the claimed breach or violation of this agreement was only partially sustained, the Arbitrator shall, as part of his or her award, direct and order a party or both parties to pay

the fees and expenses of the American Arbitration Association and his or her fees for services rendered, as he or she shall see fit in his or her sole and exclusive discretion.

9. **Grievance Brought by the City.**

If the City wishes to present a grievance, it shall do so within ten days after the knowledge of the occurrence involved is obtained by the City Manager. In such event, the grievance shall be communicated in writing to a representative of the Association who shall make such investigation as he deems appropriate and shall, within 10 days after receipt of the City's grievance, communicate his decision regarding the grievance in writing to the City Manager and the Department Head involved. If the City is not satisfied with the decision of the Association representative, it may proceed directly to arbitration within ten days thereafter, as provided in paragraph 6 hereof. The City will assume full cost of the arbitrator and reporter (transcript) arising from any grievance brought by the City.

10. **Miscellaneous.**

A. The hearing of a grievance will be scheduled at the convenience of the Employer, except that if it is scheduled during the work period of the officer concerned with the grievance and his representative from the Association, they will be allowed time off to attend the hearing.

B. The President of the Association, or his designated agent, shall have the right to visit the facilities of the Employer for the purpose of adjusting grievances and administering the terms of this agreement. There shall be no interference with the normal employee activities of the business of the department as a result of such efforts. In addition, the President, or his agent, shall be required to report to the supervisor in charge of the officer before visiting such facilities of the Employer.

**ARTICLE 27**  
**PAST PRACTICES**

A. The Employer shall not eliminate any generalized benefit that has been continuously enjoyed by all employees for a substantial period of time without good cause.

B. Pursuant thereto, the Employer may change any of the present rules, regulations and long-standing practices or the working conditions of employees, provided that the Association is given at least a ten (10) day written notice of the proposed change and an opportunity to submit recommendations concerning such change to the appropriate official of the Employer, except in an emergency. In the event that a change in procedure is made in an emergency without notice to the Association, upon termination of the emergency the change in the procedure will not be continued without having given the Association ten (10) days prior written notice to submit recommendations concerning such change.

C. Notwithstanding the provisions of Article 25A and B, the elimination of any generalized benefit that has been continuously enjoyed by all employees for a substantial period of time or a change of any of the present rules, regulations, long-standing practices or working conditions of the employees, which is implemented by the City, shall, upon the demand of the Association, be subject to impact bargaining pursuant to the Taylor Law.

D. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

**ARTICLE 28**  
**EMPLOYEE COMMITTEE**

The PBA President and one executive committee member or their designee, will meet monthly with the Commissioner and Lieutenant(s) to discuss various matters of interest.

**ARTICLE 29**  
**NO STRIKE**

A. The Association affirms that it does not assert the right to strike against the Employer and agrees that it will not assist or participate in any such strike or impose upon any of its members or others an obligation to conduct, assist or participate in such a strike. The word "strike" shall include any work stoppage, partial work stoppage, slow down, refusal to follow the proper instructions of a supervisor, or any concerted effort by any means to interfere with the normal and efficient operations of any department of the Employer.

B. The Association shall have the affirmative duty to disavow any strike, as defined above, and to urge its membership, in writing, within 24 hours of said written notification by the City of a strike, to cease and desist from such conduct.

**ARTICLE 30**  
**CITY RIGHTS**

The provisions of this agreement shall be expressly limited to salaries, benefits and other conditions of employment of the police officers of the Employer, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this agreement, and it is recognized that the management of the Employer's departments, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Employer.

The Employer may maintain a performance rating system to be applied to all departments and all City personnel for use by the Employer in the improvement of overall departmental performance. The detail of said rating system shall be set forth in department rules and regulations.

**ARTICLE 31**  
**WHEN LEGISLATIVE ACTION REQUIRED**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY



AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 32**  
**PARTIAL INVALIDITY**

If any provisions of this agreement become invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of the agreement and they shall remain in full force and effect as though the invalid or unenforceable provisions had not originally been included.

**ARTICLE 33**  
**TERM OF AGREEMENT**

This agreement shall be effective January 1, 2004 and terminate December 31, 2008.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their officers the day and year first above written.

**CITY OF RYE**

By \_\_\_\_\_  
City Manager

**RYE POLICE ASSOCIATION OF THE  
CITY OF RYE, INCORPORATED**

By \_\_\_\_\_  
President