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#### **Contract Database Metadata Elements**

**Title: Rochester, City of and Civilian Bargaining Unit, Rochester Firefighters Association, International Association of Fire Fighters (IAFF), Local 1071 (2002)**

**Employer Name: Rochester, City of**

**Union: Civilian Bargaining Unit, Rochester Firefighters Association, International Association of Fire Fighters (IAFF)**

**Local: 1071**

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**Collective Bargaining Agreement**

**between**

**The City of Rochester, New York**

**and**

**The Civilian Bargaining Unit,  
Rochester Firefighters Association  
I.A.F.F., Local 1071**

**July 1, 2002 - June 30, 2005**

*Received 8/1/05*

## **ARTICLE 1 RECOGNITION AND AGENCY SHOP**

### **SECTION 1 - Union Recognition**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment for all non-uniformed employees of the Rochester Fire Department in the following titles:

- Fire Equipment Maintenance Supervisor
- Senior Fire Equipment Mechanic
- Fire Apparatus Body Repairer
- Fire Communications Technician

### **SECTION 2 - Agency Shop**

A. The parties recognize that this is an Agency Shop Agreement. Accordingly, it is understood that each employee who occupies a title included in Section 1 of this article, but is not a member of the Union, shall be liable to contribute to the Union as representative costs, an amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union.

B. The Union shall refund to the employees any Agency Shop fees wrongfully deducted and transmitted to the Union.

C. The City shall not be liable in the operation of the Agency Shop fee deductions for any mistake or error of judgement or any act of omission or commission and the Union shall agree to hold the City harmless against any claim whatsoever arising out of the deduction and transmittal of said Agency Shop fee to the Union.

D. The Union affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, of any part of an Agency Shop fee which represents the employee's pro rata share of the expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

### **Section 3 - Bulletin Boards**

The City shall provide a bulletin board for posting of official union notices and postings of promotional opportunities.

## **ARTICLE 2 WORK SCHEDULE**

### **SECTION 1 - Work Schedule**

The work schedule for all members of the unit shall be an eight (8) hour work day, Monday through Friday, and a forty (40) hour work week.

### **Section 2 - Fatigue**

The Employer may approve a work schedule adjustment for a unit member under the following conditions:

1. The member is assigned to the Repair Van outside of his regular work schedule, and
2. The member is called out one or more times during the assignment, and
3. The Employer determines that a schedule change can be made without disrupting the completion of work, and

4. The Employer determines that workplace safety would be promoted by such a change. The employee may use vacation or personal leave to cover the time off or may work a revised work schedule to account for the adjusted hours. Such revision must be agreed to by the Superintendent and the member. In no instance shall the employer be liable to pay overtime when an employee works less than forty (40) hours in a week.

### **Section 3 - Clean Up Time**

The Employer may grant clean-up time of fifteen (15) minutes where appropriate.

## **ARTICLE 3 - WAGES**

The wage schedules shall be increased as follows:

Effective July 1, 2002;	2.50% increase
Effective July 1, 2003;	2.75% increase
Effective July 1, 2004	2.80% increase

All those who are hired or transfer into positions in the bargaining unit after July 1, 1982 shall be placed in the lower wage schedule (B.), with the exception of Donald Spahn and Lawrence Tyndall Jr., who shall remain in the higher wage schedule (A.) as long as they remain in the bargaining unit.

## **ARTICLE 4 - UNIFORMS**

### **Section 1 - Distribution of Uniforms**

Members shall receive work uniforms in accordance with the following schedule:

1. Three (3) clean work uniforms per week for mechanical personnel assigned to the fire equipment repair shop.
2. Members assigned to fire alarm maintenance shall be issued one set of coverall upon appointment, which shall be replaced when necessary.

### **Section 2 - Safety Glasses and Safety Shoes**

The City shall provided and replace all safety glasses and safety shoes required for the safe conduct of the work upon the request of the appropriate Deputy Chief.

## **ARTICLE 5 - WORK RULES AND BENEFITS**

### **Section 1 - Other Benefits and Requirements**

Members of the unit shall be provided the benefits and work under the provisions as listed in Appendix A and as negotiated between the City and AFSCME, Local 1635.

### **Section 2 - Work Rules**

Members of the unit shall work under work rules established by the Fire Department for their unit and the Standards of Conduct applicable to the AFSCME, Local 1635 bargaining unit, as well as City policies applicable to all City employees.

## **ARTICLE 6 - GENERAL PROVISIONS**

### **Section 1 - Public Employee's Fair Employment Law, Section 204-a**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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.**

### **SECTION 2 - Savings Clause**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision

### **SECTION 3 - Modification**

No amendment, alteration or modification of this Agreement shall be binding unless it is in writing and signed by the Mayor and/or the Manager of Labor Relations and by a duly authorized representative of the Union.

### **SECTION 4 - Duration of Agreement**

A. This agreement shall be effective beginning July 1, 2002 and shall expire on June 30, 2005. However, in agreeing to the above term of agreement, it is understood by the parties that the Agreement is to be executed on a date subsequent to July 1, 2002. Therefore, it is mutually agreed and understood by the parties that no provision of the Agreement is intended to have retroactive application prior to the actual date of execution of the entire Agreement, unless such provision expressly provides for an implementation date other than the date of execution.

B. This Agreement shall continue in force and effect from year to year thereafter unless either party shall notify the other party in writing not earlier than the 1st of October and not later than the 30th of October immediately preceding the termination date of its intention to modify or terminate this Agreement.

C. It is understood and agreed that negotiations pursuant to such notice to amend or terminate shall begin on a mutually agreeable date following the giving of such notice.

### **SECTION 5 - Other Benefits and Requirements**

Other benefits and requirements shall apply to members of this bargaining unit, as specified in Appendix A, that are contained in the 2002-2005 collective bargaining agreement between the City and AFSCME Local 1635 and as may be re-negotiated or revised by them.

## **ARTICLE 7 - SETTLEMENT OF DISPUTES**

### **SECTION 1 - Definitions**

For the purpose of this Agreement all disputes shall be subject to the grievance procedure as outlined below:

A. A dispute concerning the application, meaning or interpretation of an express term or provision of this Agreement is subject to all steps of the grievance procedure including arbitration.

B. Any other dispute or grievance concerning a term and condition of employment shall be processed up to and including Step 3 of the grievance procedure.

C. A grievance over discipline shall be processed in accordance with the procedures set forth in Article 17 of the agreement between the City of Rochester and AFSCME Local 1635, in addition to the procedures set forth in this Article.

## **SECTION 2 - Grievances**

### **A. Procedure**

Step 1 - The grievance shall be presented in writing by the Union Steward or other authorized Union representative to the Deputy Chief or his designee within seven (7) working days of the act or omission giving rise to the grievance, or within three (3) additional working days of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission. The Deputy Chief shall respond to the Union Steward or authorized Union representative within three (3) working days. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 2 - If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Fire Chief by the Union Steward or other authorized Union representative within six (6) working days after the Bureau Head's response is given or is due. The Fire Chief shall respond to the Union Steward or authorized Union representative in writing within five (5) working days. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 3 - If the grievance is not settled at Step 2, the Union Unit Steward and/or other authorized Union representative will present the grievance in writing to the Manager of Labor Relations within six (6) working days after the response at Step 2 is given or due. The Manager of Labor Relations will discuss the grievance with the Union representative, if requested, and reply in writing within seven (7) working days of receiving the grievance. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 4 - If a settlement is not reached at Step 3, either the Union or the City may, within ten (10) working days after the response at Step 3 is given or is due, and upon written notice to the other, request arbitration. Such notice must be given to the Manager of Labor Relations or the President of Local 1071. If arbitration is not requested as set forth in this step, it shall be deemed waived, and the grievance resolved on the basis of the response of the Manager of Labor Relations.

B. The time limits in the grievance procedure for Steps 1, 2, 3, and 4 may be extended by written agreement of the Union and the City.

C. All grievances and any request for arbitration shall be in writing, and shall contain a plain statement of the grievance, the employee or employees involved, the specific provision or provisions of the Agreement in dispute, and the remedy being sought.

D. An employee shall be entitled to Union representatives at each and every step of the grievance procedure set forth herein.

E. No recording devices of any kind shall be used during the grievance procedure without the written permission of both the employee and the Union.

## **SECTION 3 - Arbitration Procedure**

A. The arbitration proceedings shall be conducted by an arbitrator selected by the employer and the Union. The parties shall select an arbitrator in one of two ways: (1) mutually agree to an arbitrator or (2) request PERB to provide a panel of five impartial arbitrators from which both parties shall make a selection in accordance with the Board's rules of procedure.

B. The decision or award of the arbitrator shall be final and binding on the City, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement, and the arbitrator shall be requested to issue his decision or award within thirty (30) calendar days after the conclusion of the testimony and arguments.

C. The arbitrator functioning under this step of the grievance procedure shall have no power to amend, modify, nullify, ignore, add to, subtract from or delete any provisions of this Agreement, and shall confine his decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not so submitted to him. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decisional law or New York State Public Policy.

D. Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for bearing the costs of preparing, and presenting its own case, including, but not limited to, compensating its own witnesses. If either party desires a transcript of the proceeding, it may cause the transcript to be made, provided it pays for the transcript and makes copies available without charge to the arbitrator and to the other party.

## **ARTICLE 8 - WORK FORCE CHANGES**

### **SECTION 1 - Definition of Promotion**

The term promotion, as used in this Article, means the advancement of an employee to a higher job classification within the bargaining unit. The term promotion shall not include the upgrading of a job title to a higher bracket, without any change in the job specification of the job title or to the reclassification of an existing position that is currently filled.

### **SECTION 2 - Promotional Opportunities**

A. Whenever the City desires to fill a permanent job opening within the bargaining unit, where a current Civil Service list does not exist, a notice of such opening shall be posted at the Fire Academy stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such notices shall be posted for a period of five (5) working days.

B. Where a Civil Service list does not exist, positions shall be filled at the discretion of the Fire Chief, after first giving consideration to the bargaining unit employees who responded to the posting, and in conformance to law, where required.

### **SECTION 3 - Temporary Job Openings**

A. Temporary job openings within the bargaining unit which are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, leave of absence, unexpected addition or increase of work, or other unusual circumstances requiring the temporary placement of an employee.

B. Temporary job openings in higher classifications shall be filled at the discretion of the Fire Chief.

#### **SECTION 4 - Layoff**

A. In the event it becomes necessary to layoff bargaining unit members for any reason, employees within a job title shall be laid off in the following manner:

1. Employees not having seniority shall be laid off first.
2. Employees having seniority shall be laid off in the inverse order of seniority.

B. The Employer shall forward a list of those employees being laid off to the Union on the same date that the notices are issued to the employees.

C. Employees to be laid off will have at least ten (10) working days notice of layoff or be paid in lieu of time.

#### **ARTICLE 9 - RELEASE TIME FOR UNION BUSINESS**

A. One Steward may be permitted to release time with pay to conduct union business as listed below, up to a maximum of one (1) hour per work day and four (4) hours per week:

1. Post Union notices;
2. Distribute Union literature;
3. Solicit Union membership during other employees' non-working time;
4. Transmit communications authorized by the Local Union or its Officers to the Employer or his representative;
5. Attend labor-management meetings;
6. Consult with the Employer, its representative, Local Union Officers or other Union representatives, concerning the enforcement of any provisions of this Agreement;
7. Investigate and process grievances;
8. Attend Union meetings.

B. This privilege shall not be abused. Steward shall request release time from his supervisor. The request shall state the time, destination and purpose of the release time prior to using it. Requests for release time shall not be unreasonably denied.

C. The name of employee selected as Steward shall be certified in writing to the Manager of Labor Relations by the Local Union upon request. The Union shall notify the Manager of Labor Relations of any changes within 24 hours.

D. The Steward will be released with pay to attend collective bargaining sessions for a successor agreement. Release time for this purpose shall be limited to actual bargaining meetings, necessary travel time and four (4) hours preparation for each bargaining session.

#### **ARTICLE 10 - Stand-by Time**

A. Any employee instructed to stand-by (be available by telephone) one or more times during any twenty-four (24) hour period in which he has scheduled work, shall be paid two (2) hours at his regular straight time rate for such period.

B. Any employee instructed to stand-by one or more times during any twenty-four (24) hour period in which he is not scheduled to work shall be paid for four (4) hours at his regular straight time rate for such period.



C. Employees on stand-by pay status pursuant to this section must remain at home or, if they must leave their home, must notify a designated supervisor of their whereabouts during the time when an employee is on stand-by status.

D. In the event an employee on stand-by is ordered to work and reports to work, he shall be paid only one-half (1/2) of the stand-by pay to which he is otherwise entitled, unless the stand-by pay is greater than the overtime pay, in which case the employee shall receive the greater amount.

E. In the event an employee on stand-by cannot be contacted or is ordered to work and does not report to work, he shall not be paid any stand-by pay and will be subject to disciplinary action.

F. Employees functioning as Snow Inspectors during the winter months shall not be eligible for Stand-by Pay.

#### **ARTICLE 11 DRUG AND ALCOHOL TESTING**

A. The following procedures shall apply to those tested for alcohol or controlled substances in accordance with the Federal Department of Transportation, Federal Highway Administration, Controlled Substance and Alcohol Use Testing Rules:

1. Employees who test positive for alcohol or controlled substance as a result of a random test shall be offered a referral for rehabilitation through the Employee Assistance Program (EAP) as limited below.
2. Employees whose test results are positive under the reasonable suspicion or post-accident testing may be offered an opportunity for referral for rehabilitation through the EAP, at the sole discretion of the employer.
3. Opportunities for referral through the EAP for rehabilitation shall be limited as follows:
  - a. For alcohol use or abuse, a maximum of two referrals during employment with the City of Rochester. Eligibility for a second referral may only occur after five years from the first referral.
  - b. For controlled substance use or abuse, a maximum of one referral during employment with the City of Rochester. In no case shall the employer be required to offer an EAP referral through agreement, for any purpose, more than two times in the employee's career. Eligibility for a second referral may only occur after five years from the first referral.
  - c. Referrals to the EAP through agreements prior to the ratification of this Agreement which resulted in treatment for alcohol or controlled substance use or abuse shall be counted as opportunities under this provision.
  - d. Any positive test results in excess of these provisions may result in termination of the employee, at the discretion of the employer.
4. Any employee relieved of work as a result of a positive test may utilize their accrued vacation and personal leave time banks. Sick leave banks may only be used while receiving treatment under the EAP referral that requires the employee's absence from work.

B. In no case shall the employer be required to offer an EAP referral through agreement, for any purpose, more than two times in the employee's career. Eligibility for a second referral may only occur after five years from the first referral.

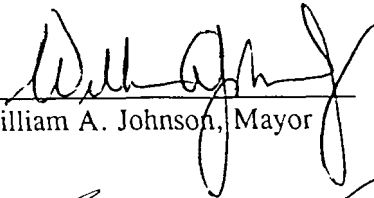
**ARTICLE 12 - SAFE DRIVING AWARD**

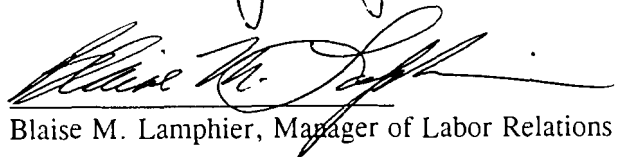
A. All employees whose positions require that they maintain a Commercial Driver's License, and who drive City Vehicles for at least 200 working days in one year (from July 1 through June 30) with no preventable accident or violation of existing City Motor Vehicle Regulations, shall be awarded a \$50 bond.

B. Eligible employees who have received five (5) consecutive Safe Driving Awards, will receive a \$150 bond in place of the usual \$50 bond for any subsequent awards.

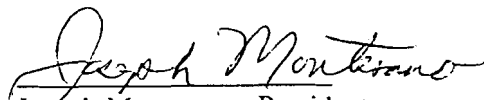
IN WITNESS WHEREOF, THE PARTIES HERETO CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR THE CITY OF ROCHESTER:

  
\_\_\_\_\_  
William A. Johnson, Mayor

  
\_\_\_\_\_  
Blaise M. Lamphier, Manager of Labor Relations

FOR THE UNION:

  
\_\_\_\_\_  
Joseph Montesano, President  
Local 1071, I.A.F.F.

Dated: January 30, 2003

## Appendix A

The following subjects shall be governed by the provisions as negotiated between the City of Rochester and AFSCME, Local 1635 and contained in the collective bargaining agreement between those parties:

<u>SUBJECT</u>	<u>Location in the 2002-2005 CITY-AFSCME Agreement</u>
Hours of Work	(Article 3, except Sections regarding Regular Hours of Work (3) and Six Day Workers)
Overtime	(Article 4, except Section 2 regarding Refuse Collection)
Reporting Pay and Scheduling of Work	(Article 5, except Section (9) dealing with Shift Preference, and Section 6, Standby Pay)
Holidays	(Article 6)
Vacations	(Article 7, except Section covering six day workers)
Sick Leave	(Article 8)
Unpaid Leaves of Absence	(Article 9, except Section covering leave for Union Business)
Paid Leaves	(Article 10)
Salary Step Increases	(Article 11, Section 2)
Longevity	(Article 11, Section 3)
Pay Periods	(Article 11, Section 4)
Out-of-Title Pay	(Article 11, Section 5)
Tool Allowance	(Article 11, Section 8)
Tuition Reimbursement	(Article 11, Section 9)
Flexible Spending Account	(Article 11, Section 11)
Life Insurance	(Article 12)
Hospital and Medical Insurance	(Article 13)
Retirement Plan	(Article 14)
Seniority	(Article 15, except Section 8)
Discipline	(Article 17)
Strikes and Lockouts	(Article 19)
Pledge Against Discrimination and Coercion	(Article 20, Section 4)
Non-Service Disability	(Article 20, Section 5)
Safety Equipment and Protective Clothing	(Article 22, Section 2)
Management Prerogatives	(Article 23)