

AGREEMENT  
BETWEEN  
THE CITY OF ROCHESTER, NEW YORK  
AND  
ROCHESTER FIRE FIGHTERS ASSOCIATION  
LOCAL 1071, IAFF,  
AFL-CIO, INC

July 1, 2016 to June 30, 2021

**ARTICLE 1 UNION RECOGNITION**

**Section 1 - (Unit Definition)**

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 members of the following bargaining unit: Uniformed members of the fire fighting force in the ranks of Fire Fighter; Lieutenant; Captain; Battalion Chief; with the exception of employees designated as managerial or confidential. The parties agree that the commanding officer of Planning and Research and the Public Information Officer assigned to the Fire’s Chief Office, are excluded from the unit.

**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 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 judgment or any other 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 any 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 - (Union Dues)**

Upon receiving written authorization from the employee, the City will deduct Union dues from his wages and forward them, together with a list of the employees covered by this Agreement for whom dues deductions are made, to the designated financial officer of the Union. Dues deductions are to be made twelve (12) times per year. The Union may change the amount of dues deducted upon written notice to the City Finance Director. The new dues deductions will take effect the month following receipt, by the Finance Director, of the written notice.

**Section 4 - (Benevolent Association Dues)**

The City also recognizes the obligation to those employees who are or may become members of the Rochester Fire Fighters Benevolent Association to pay their Benevolent Association dues. Upon receiving written authorization from those employees, the City agrees to deduct Benevolent Association dues from the wages of all Benevolent Association members who appear on the City payroll, pursuant to Section 93-b of the General Municipal Law. The City will forward such dues, together with a list of the employees for whom dues deductions are made, to the designated financial officer of the Benevolent Association. Dues deductions are to be made twelve (12) times per year. The Benevolent Association may change the amount of the Benevolent Association's deductions upon written notice to the City Finance Director. The new dues deductions will take effect thirty (30) calendar days after this written notice has been sent to the City Finance Director.

1 **Section 5 - (Revocation of Dues Deductions)**

2 A. Dues deductions shall continue in effect for the life of this agreement, except that if any member  
3 wishes to withdraw from the Union, the member must follow the following procedure:

4 File a written revocation of the payroll authorization with the City Finance Director by registered  
5 mail with a duplicate copy sent by registered mail to the Union. Such written revocation shall take  
6 effect upon receipt by the City Finance Director.

7  
8 B. Any employee covered by this agreement who terminates Union membership shall have deducted  
9 from his salary an AGENCY SHOP fee effective on the same date on which the City gives effect to a  
10 revocation or authorization for dues deduction.

11 **ARTICLE 2 SALARIES**

**Section 1 (Salary Schedule)**

The City shall pay members of the unit the annual rate of compensation set forth  
below:

Bracket	Title
80	Fire Fighter
82	Fire Lieutenant
84	Fire Captain
85	Battalion Chief

A. Effective July 1, 2016

Bracket	Start	Step 1A	Step 1B	Step 2	Step 3	Step 4	F I-1	F I-2	F I-3
<b>80</b>	42,360	47,311	52,260	61,476	70,482	73,972	75,451	76,931	79,890
<b>82</b>					80,707	84,699			
<b>84</b>					91,261	95,776			
<b>85</b>					102,979	108,074			

B. Effective July 1, 2017

Bracket	Start	Step 1A	Step 1B	Step 2	Step 3	Step 4	F I-1	F I-2	F I-3
<b>80</b>	43,207	48,257	53,305	62,706	71,892	75,451	76,960	78,470	81,488
<b>82</b>					82,321	86,393			
<b>84</b>					93,086	97,692			
<b>85</b>					105,039	110,235			

C. Effective July 1, 2018

<b>Bracket</b>	<b>Start</b>	<b>Step 1A</b>	<b>Step 1B</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>F I-1</b>	<b>F I-2</b>	<b>F I-3</b>
<b>80</b>	44,287	49,463	54,638	64,274	73,689	77,337	78,884	80,432	83,525
<b>82</b>					84,379	88,553			
<b>84</b>					95,413	100,134			
<b>85</b>					107,665	112,991			

D. Effective July 1, 2019

<b>Bracket</b>	<b>Start</b>	<b>Step 1A</b>	<b>Step 1B</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>F I-1</b>	<b>F I-2</b>	<b>F I-3</b>
<b>80</b>	45,173	50,452	55,731	65,559	75,163	78,884	80,462	82,041	85,195
<b>82</b>					86,067	90,324			
<b>84</b>					97,321	102,137			
<b>85</b>					109,818	115,251			

E. Effective July 1, 2020

<b>Bracket</b>	<b>Start</b>	<b>Step 1A</b>	<b>Step 1B</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>F I-1</b>	<b>F I-2</b>	<b>F I-3</b>
<b>80</b>	46,302	51,713	57,124	67,198	77,042	80,856	82,474	84,092	87,325
<b>82</b>					88,219	92,582			
<b>84</b>					99,754	104,690			
<b>85</b>					112,563	118,132			

1 **Section 2 - (Salary Steps for Fire Fighters)**

2 Effective July 1, 2003 through June 30, 2004, there shall be an entry level salary and four steps in the  
 3 salary bracket for all Fire Fighters. Step 1 shall commence upon completion of six months of service as  
 4 a Fire Fighter. Step 2 shall commence one year after reaching Step 1. Step 3 shall commence one year  
 5 after reaching Step 2. Step 4 shall commence one year after reaching Step 3.

6  
 7 Effective July 1, 2004, there shall be an entry level salary and five steps in the salary bracket for all Fire  
 8 Fighters. Step 1A shall commence upon twelve months of service as a Fire Fighter. Step 1B shall  
 9 commence one year after reaching Step 1A. Step 2 shall commence one year after reaching Step 1B.  
 10 Step 3 shall commence one year after reaching Step 2. Step 4 shall commence one year after reaching  
 11 Step 3.

12  
 13 Effective July 1, 2013, Steps FI-1, FI-2, and FI-3 will be added to bracket 80 pursuant to Section 9 of  
 14 this Article. These designations reflect the wage rates for Fire Fighters only when they are assigned to  
 15 the Fire Investigation Unit. Placement in the appropriate "FI" step is determined by the Fire Fighter's  
 16 Certification level as stated in Section 9.

17  
 18

1 **Section 3 - (Salary Steps for Officers)**

2 There shall be two (2) steps in all salary brackets for all Fire Officers, i.e., starting salary and  
3 maximum salary. Advancement from starting step to maximum step shall occur after one year in rank.  
4

5 **Section 4 - (Salary Differentials)**

6 Effective July 1, 1990 there shall be a 14.50% salary differential between the ranks of Fire Fighter and  
7 Fire Lieutenant, 13.08% salary differential between the ranks of Fire Lieutenant and Fire Captain, and  
8 12.84% salary differential between the ranks of Fire Captain and Battalion Chief.  
9

10 **Section 5 - (Longevity)**

11 The City agrees, in addition to the salaries set forth in the Salary Schedule, to pay a longevity benefit to  
12 all Fire Fighters and Fire Officers. Such payment shall be made at a rate of \$100 for each year  
13 beginning on the employee's third anniversary to be increased by the amount of \$100 per year for  
14 twenty-two (22) years with a maximum of \$2,300. Said payments are to be made by adding the  
15 longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner:

16 When the anniversary falls between January 1 and June 30, the payment shall begin with the first pay  
17 period following that current January 1;

18 When the anniversary falls between July 1 and December 31, the payment shall begin with the first pay  
19 period following that current July 1.  
20  
21  
22

23 **Section 6 - (Nighttime Differential)**

24 Effective July 1, 1995 there shall be a \$0.60 per hour nighttime differential paid to members working  
25 either the 6:00 p.m. to 8:00 a.m. or the 4:00 p.m. to midnight shifts. Nighttime differentials should not  
26 be paid to a member on sick or injury leave for more than six (6) nights. The nighttime differential  
27 should not be part of the member's base salary.  
28

29 **Section 7 - (Parity Allowance)**

30 There shall be a 2.5% annual "Parity Allowance" effective January 1, 1996. The payment of the  
31 allowance shall be in lump sum, no later than February 15 following the calendar year in which the  
32 allowance was earned. Parity allowance shall not be added to base salary.  
33

34 Effective for the period July 1, 2016 – June 30, 2021, an additional 1.6% "Parity Allowance," on top  
35 of the 2.5%, shall be paid in a lump sum to each unit member.  
36

37 The payments for this additional allowance shall be as follows:  
38

39 For the period 7/1/16 - 12/31/16 – payment no later than February 15, 2017

40 For the period 1/1/17 - 12/31/17 – payment no later than February 15, 2018

41 For the period 1/1/18 - 12/31/18 – payment no later than February 15, 2019

42 For the period 1/1/19 - 12/31/19 – payment no later than February 15, 2020

43 For the period 1/1/20 - 12/31/20 – payment no later than February 15, 2021

44 For the period 1/1/21 – 6/30/21 – payment no later than February 15, 2022  
45

46 **Section 8 – (EMT Allowance)**

47 All unit members who are New York State certified as Emergency Medical Technicians (EMT) shall  
48 receive an allowance as follows:

1  
2           Effective 7/1/2014                   \$800  
3

4   **Section 9 – Fire Investigation Unit**  
5

- 6           1. The City shall provide additional compensation to members at the Firefighter rank, only  
7           during the period of time they are assigned to the Fire Investigation Unit (FIU) as follows:  
8

9                   Step1:     Two percent (2%) above Firefighter top step upon assignment to the Fire  
10                   Investigation Unit, with Level I NYS Fire Investigator certification.  
11

12                   Step2:     Four percent (4%) above Firefighter top step upon assignment to Fire  
13                   Investigation Unit, with Level II NYS Fire Investigation certification.  
14

15                   Step 3:     Eight percent (8%) above Firefighter top step upon receipt and maintenance of  
16                   Fire Investigation Certification from the International Association of Arson Investigators  
17                   (IAAI).  
18

- 19           2. The Fire Chief shall have the right to establish and modify a method of selecting members to  
20           be assigned to the Fire Investigation Unit.  
21
- 22           3. The Fire Chief, at his sole discretion, may assign or remove members from the Fire  
23           Investigation Unit.  
24
- 25           4. Members of the Fire Investigation Unit who are working the non-group schedule will be  
26           allowed to adjust their schedule, In accordance with Article 14, Section 4, with the prior  
27           approval of the Fire Chief or his designee.  
28
- 29           5. The City shall provide or pay for necessary training courses to attain NYS certification. Fire  
30           Investigation Unit members, who desire to take the additional courses in pursuit of an IAAI  
31           certification, may adjust their work schedule or use work substitutions to attend courses or  
32           out of town training, with approval of the Fire Chief or his designee. Upon successful  
33           completion of the courses and upon receiving certification of IAAI Investigator status, the  
34           Fire Investigation Unit member shall submit supporting documentation showing successful  
35           completion of the course for reimbursement for the cost of the course and materials.  
36
- 37           6. In order to be considered for temporary assignment to the Fire Investigator Unit, a firefighter  
38           must have successfully completed the NYS Fire Investigator, Level I course and is working  
39           to satisfy the required field hours necessary for certification. Whenever assigned by the Chief  
40           or his designee to work temporarily in the Fire Investigation Unit, the member will be  
41           compensated for time worked in that position which shall reflect the difference between his  
42           salary and the salary he would have received if permanently assigned to the Fire Investigator  
43           Unit.  
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2 **ARTICLE 3 PENSION PLAN**  
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4 **Section 1 - (Pension Provisions)**

5 A. Pension provisions for all uniformed Fire Fighters and Fire Officers shall be in accordance with the  
6 following New York State Policemen's and Firemen's Pension provisions:

- 7 Section 302.9-d — One Year's Final Average Salary  
8 Section 341-j — Unused Sick Leave (applicable to Section  
9 375g and Section 375i only)  
10 Section 360-b — Guaranteed Ordinary Death Benefit  
11 Section 375-g — Career Plan (25 years)  
12 Section 375-i — Career Plan (20 years)  
13 Section 384 — 25 Year Plan (non-contributory)  
14 Section 384-f, g, h — 1/60th benefit  
15 Section 384-d — 20 Year Plan (non-contributory)  
16 Section 384-e — the 20 year 1/60 benefit, will be made available to those eligible members  
17 for the period September 1, 1991 through August 31, 1992, and as soon as  
18 practicable after 1/1/2001 through 6/30/2003.  
19

20 B. The Pension Plan for all those hired after 6/30/2003 shall be the 20 year, ½ pay plan as contained in  
21 Section 384-d of the New York State Social Security and Retirement Law.  
22

23 **Section 2 - (Deferred Compensation Plan)**

24 The City shall make available to all members of the bargaining unit a Deferred Compensation Plan  
25 pursuant to Section 457 of the United States Internal Revenue Code. The design and administration of  
26 such plan shall be at the discretion of the City.  
27  
28  
29

30 **ARTICLE 4 HOLIDAYS**  
31

32 **Section 1 - (Holidays Observed)**

33 A. The following thirteen (13) days will be recognized as paid holidays on the dates which they are  
34 observed:  
35

- |                                  |                         |                         |
|----------------------------------|-------------------------|-------------------------|
| 36 1. Christmas Day              | 36 6. St. Patrick's Day | 36 11. Columbus Day     |
| 37 2. New Year's Day             | 37 7. Easter Sunday     | 37 12. Veterans' day    |
| 38 3. Martin Luther King Jr. Day | 38 8. Memorial Day      | 38 13. Thanksgiving Day |
| 39 4. Lincoln's Birthday         | 39 9. Independence Day  |                         |
| 40 5. Presidents' Day            | 40 10. Labor Day        |                         |
| 41                               |                         |                         |
| 42                               |                         |                         |
| 43                               |                         |                         |
| 44                               |                         |                         |
| 45                               |                         |                         |

46 **Section 2 - (Calculation of Holiday Payment)**

47 All holidays enumerated in Section 1 above shall be paid to the members of the Unit regardless of the  
48 number of Holidays worked.





1 member is assigned more than two (2) hours prior to the start of his scheduled shift and (b) notify  
2 the RFD Medical Case Management office via the RFD Sick Line telephone number and (c) any  
3 member who has been off duty for more than fourteen (14) calendar days due to an injury or illness  
4 shall provide the RFD Medical Case Management office with a medical verification of illness  
5 and/or injury, on a mutually agreed upon form, that will be an appendix to this agreement and will  
6 be distributed by the Medical Case Management office to the member, as needed. Such verification  
7 shall be submitted every thirty (30) consecutive calendar days thereafter, unless waived by the Fire  
8 Chief. The verification shall include the dates the member was ill and/or injured and incapable of  
9 performing the duties of their employment, the dates of treatment and the expected date of return to  
10 work.

11  
12 B. Any member who has been off duty for any length of time as the result of any illness or injury and  
13 is returning to duty shall notify the company officer where the member is assigned at least two (2)  
14 hours prior to the start of the shift.

15  
16 C. Members off duty as a result of any illness or injury shall be allowed to return to duty subject to  
17 the following:

- 18 1. Members who are off duty for any length of time due to an injury shall be required to  
19 produce a return to duty certificate from a physician(s) appointed for that purpose by the  
20 City, before returning to duty, unless waived by the Fire Chief or his designee.
- 21 2. Members who are off duty due to an illness for more than three (3) working days shall  
22 obtain a return to duty certificate from a physician(s) appointed for that purpose by the  
23 City, before returning to duty, unless the requirement of the certificate is waived by the  
24 Fire Chief or his designee.
- 25 3. Members who are off duty due to any illness or injury for more than three (3) consecutive  
26 working days shall produce a certificate of treatment from a licensed physician unless  
27 waived by the Fire Chief.

28  
29 D. The certificate of treatment shall include a diagnosis, dates of visit(s), dates of work disability, any  
30 restrictions upon return to work and the signature of the treating physician.

31  
32 E. At the Employer's discretion, any member may be required to report for a medical examination to a  
33 physician(s) designated by the employer for the purposes of verifying a claim of illness or injury or  
34 to verify the member's ability to perform the essential functions of the job. The costs of any such  
35 examinations shall be borne by the Employer.

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38  
39 **Section 3 - (Obligation of Employee on Sick Leave)**

- 40  
41 1. Unless authorized by the Fire Chief or his designee, an employee on sick leave will not  
42 leave his residence or authorized location during his normal tour of duty except for:
  - 43 a) obtaining professional medical treatment, or
  - 44 b) performing exercise prescribed in writing by his physician as part of his recovery  
45 treatment, a copy of which must be submitted to the Fire Chief or his designee prior to  
46 commencing such exercise.
- 47 2. An employee on sick leave will not work outside employment until released to full duty unless  
48 authorized by the Fire Chief, his designee, or the Fire Department Surgeon or a physician appointed

1 by the City. Ownership of a business in the operation of which the fire fighter is not actively  
2 engaged shall not be considered outside employment.  
3  
4

5 **Section 4 - (Employment-Related Physician Visits)**

6 Any member ordered to see the physician while on duty shall be provided with the necessary  
7 transportation to and from the physician's office at no cost to the member.  
8

9 **ARTICLE 6 FUNERAL LEAVE**

10 **Section 1 - (Leave For Death In The Family)**

11 In the case of the death of a member of the employee's immediate family, such employee shall be  
12 granted a leave of absence, with pay, for a period of from the day of death up to and including the day  
13 shift of the day after the funeral or the night shift of the day of the funeral. Such paid leave shall not  
14 exceed three (3) working days or nights for members working the group system not more than four (4)  
15 days for members not working the group system.

16 Immediate family shall mean spouse, parent, natural, adopted or step child, foster child residing in the  
17 employee's household, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or any  
18 other relative residing in the employee's household; step-parent, step-brother or step-sister who  
19 permanently resided in the employee's household and who raised or was raised with the employee.

20 A member utilizing this Section shall provide appropriate verification upon the Employer's request.  
21

22 **Section 2 - (Other Funeral Leaves)**

23 A. A leave of absence with pay not to exceed one working day or night shall be granted in the case of  
24 death of a brother-in-law, sister-in-law, grandparent-in-law, first cousin, aunt, uncle, niece or nephew of  
25 the employee. This leave may only be used to attend funeral services or memorial services.

26 B. Paid time off may be granted by the Fire Chief to attend the funeral of a person not covered by  
27 Section 1 or 2(A) of this Article, and may result in the reduction of an equal amount of paid time off to  
28 which the member would otherwise be entitled as determined by the Fire Chief. Such leave will not be  
29 unreasonably withheld.

30 C. A member utilizing this section shall provide appropriate verification upon the employer's request.  
31

32 **Section 3 - (Extension of Leaves)**

33 The Fire Chief may grant additional days off to members of the unit in unusual cases where it is  
34 necessary to travel a substantial distance or for any other good reason.

35 Paid time off granted under this section may result in the reduction of an equal amount of paid time off  
36 to which the member would otherwise be entitled, as determined by the Fire Chief.  
37  
38

39 **ARTICLE 7 - LEAVES OF ABSENCE**

40  
41 **Section 1 - (Leave Without Pay)**

42 Leave of absence without pay up to the time limitations of the New York State Civil Service Law in  
43 effect at the time may be obtained subject to the approval of the appointing authority.  
44

45 **Section 2 - (Jury Duty)**

46 A. Members shall be granted a leave of absence with pay when they are required to report for jury  
47 duty or jury service. A member must notify his immediate supervisor no later than his first

1 scheduled shift following receipt of a notice of selection for jury duty or examination, and must  
2 provide a copy of such notice to the office of the Fire Chief.

- 3
- 4 B. Members must request telephone alert to the extent allowed by the Commissioner of Jurors or the  
5 Court. If a member is advised to report for jury duty or examination the member shall inform the  
6 officer of his unit immediately.
- 7
- 8 C. The City shall have the right to seek a waiver from jury duty for the member. Members exempted  
9 from jury duty must accept the exemption or shall not be paid by the City for such time.
- 10
- 11 D. An employee on jury duty shall receive his regular pay and shall transmit to the Employer an  
12 amount equal to any jury duty allowance received for such jury service.
- 13
- 14 E. Upon release from jury duty or jury service, a member shall notify the company officer where the  
15 member is assigned of the time of his release. Members released from jury duty or jury service  
16 prior to or by 12:00 noon shall report for the remainder of the day shift or the regular start time of a  
17 night shift. A member serving jury duty outside of Monroe County who is required by this section  
18 to return for the remainder of a day shift shall have ninety (90) minutes in which to report to work.  
19 Members released from jury duty or jury service after 12:00 noon on a day in which they are  
20 scheduled to work, either a day or night shift, shall not be required to report for the remainder of  
21 any day shift or for a night shift starting on that date. If a member should choose to work, he shall  
22 indicate his willingness to work to the company officer where the member is assigned at the time  
23 he provides notice of his release. All members shall provide a verification slip from the court of  
24 their time of release to the company officer where the member is assigned upon reporting for their  
25 next scheduled shift.

## 26

## 27 **ARTICLE 8 TEMPORARY OFFICERS**

## 28

### 29 **Section 1 - (Rate of Payment)**

30 When a member of the unit is assigned by competent authority to work out of title or by temporary  
31 appointment at the rank higher than his regular rank, he shall be compensated for working in that  
32 position for the time worked which shall reflect the difference between his regular salary and the salary  
33 which he would receive if permanently promoted to the higher title. All such members shall also receive  
34 such rate for all such holidays or overtime worked during the period he is working at the higher title.

35 The subject of temporary officers is a valid Labor-Management discussion item.

36

### 37 **Section 2 - (Selection of Temporary Officers)**

38 Temporary appointments or assignments to "out-of-title" work shall be made on the basis of seniority  
39 or suitability, or by the use of a member on the appropriate Civil Service Promotional List.

### 40 **Section 3 - (Service Connected Injuries)**

41 Any member of the unit required to go off duty due to a service connected injury, or illness resulting  
42 therefrom, while acting-out-of-title shall continue to receive such additional compensation on a per diem  
43 basis for such time as he is off duty, unless prohibited by Section 61(2) of the Civil Service Law.

44 The provisions of the grievance procedure shall not apply to any disputes arising under this section.  
45 Any such disputes shall be judicially determined.

46

### 47 **Section 4 - (Payment of Temporary Officers)**

1 Temporary Officers pay will be paid no later than the calendar month following the month in which it  
2 is earned.

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4 **ARTICLE 9 HEALTH BENEFITS**

5  
6 See APPENDIX A – MEMORANDUM OF AGREEMENT FOR HEALTH INSURANCE.  
7

8  
9 **ARTICLE 10 LIFE INSURANCE**

10  
11 **Section 1 - (Death Benefit for Active Members)**

12 The City agrees to provide a \$5,000 ordinary death benefit to all employees covered by this agreement,  
13 with double indemnity in the event of an accidental death. The employer has the right to elect either to  
14 self-insure or to use an insurance provider, and the right to select the provider.  
15

16 **Section 2 - (Performance of Duty Death Benefit)**

17 The City agrees to provide an additional \$15,000 death benefit to the member's beneficiary for death of  
18 a member resulting from the performance of the member's duties.  
19

20 **Section 3 - (Retired Member's Coverage)**

21 The City agrees to provide a \$3,500 ordinary death benefit to all members of the unit who may  
22 hereafter retire from service. The employer has the right to elect either to self-insure or to use an  
23 insurance provider, and the right to select the provider.  
24

25 **Section 4 - (Insurance Payroll Deductions)**

26 The City shall provide payroll deduction capabilities for one vendor selected by the Union that will  
27 provide insurance and/or financial services to those members who so elect deductions. The Union shall  
28 provide a minimum of sixty (60) days notice of a change of vendor.  
29

30 **Section 5 - (Additional Insurance)**

31 Those not eligible for 384-e as of the execution of the agreement shall receive an additional \$10,000  
32 life insurance for the term of their employment.  
33

34 **ARTICLE 11 CLOTHING ALLOWANCE**

35 An annual clothing allowance of \$600 shall be paid to all uniformed members of the unit permanently  
36 assigned to Plainclothes Duty. This allowance is payable semi-annually at the completion of each six  
37 (6) months continuous duty in such Plainclothes Assignment. To qualify for such allowance, there shall  
38 be required at least six (6) months service in such Plainclothes Assignment. Thereafter, allowances shall  
39 be credited on the basis of each full month's service in such Plainclothes Detail. Payments shall, in any  
40 event, be made semi-annually.  
41

42 **ARTICLE 12 MILEAGE ALLOWANCE/CELLULAR PHONES**

43  
44 **Section 1 - (Mileage Allowance)**

45 A. The City shall pay mileage allowance at the per mile rate equal to the current federal IRS standard  
46 to those employees in the Fire Department who have been authorized by the Fire Chief to receive a  
47 mileage allowance, and which has been approved by the Mayor or, a City car shall be assigned by the

1 Fire Chief subject to approval by the Mayor. The maximum monthly allowance shall increase to \$300  
2 per month effective July 1, 2014.

3  
4 B. In the event that a member entitled to receive a mileage allowance pursuant to subdivision A. is off  
5 duty as a result of illness or injury for more than five (5) days in any month, he shall be paid on a per  
6 diem basis for that month. The per diem rate shall be determined by dividing the monthly rate provided  
7 for in subdivision A. by the total number of working days in that month.

8  
9  
10  
11 **Section 2 - (Parking)**

12 All members of the unit working in the Public Safety Building shall be provided with, at no cost, a City  
13 Parking Sticker in accordance with City policy until the member is reassigned, relocated, transferred or  
14 separated from the Fire Department.

15  
16 **Section 3 - (Cellular Phones)**

17 All qualified members as determined solely by the Fire Chief shall be supplied with a cellular phone to  
18 conduct Fire Department related business.

19  
20 **ARTICLE 13 UNIFORMS**

21  
22 **Section 1 - (Uniforms and Protective Clothing)**

23 The City shall continue to provide all work and dress uniforms and all fire fighting protective clothing.

24  
25 **Section 2 - (Safety Glasses)**

26 The City shall continue to provide and, with the approval of the Fire Chief or his designee, replace  
27 clear lens prescription safety glasses in a limited number of frame styles selected by the City, for all  
28 members of the unit required to use same. If a member desires other features more expensive than those  
29 provided by the City, the member shall pay any additional cost for this selection. All safety glasses shall  
30 conform to ANS-Z 87.1 and O.S.H.A. Standards.

31  
32 **Section 3 - (Schedule for the Distribution of Uniforms)**

33 Each member of the Unit required to wear dress and/or work uniforms shall receive them in accordance  
34 with the following:

35 A. Dress Uniforms--One complete dress uniform with two (2) white shirts (wash and wear type) will  
36 be issued upon appointment. Replacement will be made upon approval of the appropriate Deputy  
37 Chief. All members of the unit who are ordered by the Fire Chief to wear their full dress uniform  
38 as their work uniform shall receive one additional dress uniform.

39  
40 B. Work Uniforms

- 41 1. Five (5) sets of permanent-press fatigues will be issued upon appointment and replaced as  
42 needed.
- 43 2. One (1) summer weight fatigue jacket will be issued upon appointment and replaced as needed.
- 44 3. One (1) winter weight fatigue jacket will be issued upon appointment and replaced as needed.
- 45 4. One (1) belt will be issued upon appointment and replaced as needed.
- 46 5. One (1) tie will be issued with the original fatigue uniform and replaced as needed.
- 47 6. All members of the Fire Academy, Fire Investigation, Code Enforcement and Hose Depot, who  
48 are not on "light duty" assignments, and any other employee authorized by the Fire Chief, will

1 be issued one (1) pair of safety shoes. If a member selects a safety shoe style more expensive  
2 than the City's allocation, the member shall pay any additional cost for this selection.  
3

4 C. Uniforms shall be worn as directed by the Fire Chief.  
5

6 D. Items that are damaged, stolen, lost or prematurely worn out will be replaced upon request of the  
7 appropriate Deputy Chief.  
8  
9  
10  
11

## 12 **Section 4 - (Modification or Change in Uniform)**

13 A change in uniform shirt will result in issuance of three (3) new shirts, a change in uniform pants will  
14 result in issuance of three (3) new pants, or a change in uniform sets will result in issuance of three (3)  
15 new sets.  
16

## 17 **ARTICLE 14 WORK HOURS**

### 18 **Section 1 - (Work Schedule - Line Division)**

19 The work day of all members of the unit assigned to the line division shall be divided into two (2)  
20 parts--a day tour and night tour. The day tour shall be from 0800 hours to 1800 hours, or a period of ten  
21 (10) hours. The night tour shall be from 1800 hours to 0800 hours, or a period of fourteen (14) hours.  
22 The present four (4) group work schedule shall remain in effect and shall be adjusted to an average of  
23 forty (40) hours per week over the calendar year. Such adjusted time shall be referred to as cycle time.  
24  
25

### 26 **Section 2 - (Changes in the Work Schedules)**

27 The subject of changes in the existing work schedule shall be jointly explored and mutually agreed  
28 upon by the Fire Labor-Management Committee.  
29

### 30 **Section 3 - (Cycle Time)**

31 Whenever a member has scheduled Cycle Time and has suffered an illness or off-duty injury which  
32 placed him on sick leave prior to the conclusion of his last regularly scheduled shift preceding the  
33 scheduled Cycle Time, his/her Cycle Time shall be rescheduled. All sickness and off-duty injuries  
34 pertaining to this section shall be verified by a doctor's certificate. Members will forfeit such time if  
35 they fail to produce a doctor's certificate.  
36

### 37 **Section 4 - (Work Schedule - Staff)**

38  
39 A. Members of the Staff will be given the option to choose the four (4) day schedule of the five (5) day  
40 schedule. This choice will be submitted in writing to the Fire Chief prior to January 1. A written  
41 request shall be submitted to the Fire Chief or his designee, who shall have discretion to approve or  
42 reject the request.

43 B. Those members electing to work a four (4) day week, ten (10) hours per day work schedule, will be  
44 assigned as follows:

- 45 1.) A "letter group" designation, as set forth in the chart below, based on seniority. This  
46 schedule will have alternating Mondays and Fridays off in addition to Saturday and  
47 Sunday. Work hours will be 0730 to 1730 or;

2.) An alternate work schedule may be determined by the Fire Chief or his designee with agreement by the member. This alternate schedule may include any combination of work days and work hours.

	SUN	MON	TUES	WED	THUR	FRI	SAT
Week 1		Y				X	
Week 2		X				Y	
Week 3		Y				X	
Week 4		X				Y	
Week 5		Y				X	

C. Those working the five day work week will work an eight (8) hour day from 0800 to 1600, Monday through Friday, inclusive.

1.) An alternate work schedule may be determined by the Fire Chief or his designee with agreement by the member. This alternate schedule may include any combination of work days and work hours.

D. Members working the non-group schedule shall have a one-half hour paid lunch break scheduled by their supervisor. The lunch period may be interrupted for legitimate operational reasons.

E. Members permanently or temporarily assigned to the Academy for recruit class training will work a Monday through Friday, eight hours per day schedule.

F. The Employer may establish reasonable work rules regarding reporting procedures. New rules will be forwarded to the Union and posted for seven calendar days prior to implementation. Employees will not be required to punch time clocks.

G. Work substitutions will be permitted between staff positions with the approval of the Deputy Chief, such approval will not be unreasonably denied. Approval of work substitution is subject to the operational needs of the unit(s) and only where those involved meet all of the requirements of the position as determined by the Employer.

**Section 5 – (Consecutive Work Hours)**

No member may work more than 38 consecutive hours and the member shall be required to have a minimum of eight (8) hours of non-work time before commencing any additional duty hours. It shall be the member’s responsibility to notify his/her Commanding Officer should the member believe that he/she may be in violation of this section. Refer to Article 17, Section 7.C of this document for applications of this section as it relates to overtime opportunities. Exceptions to this section may be allowed at the sole discretion of the Fire Chief or designee.

**ARTICLE 15 WORK RULES**

**Section 1 - (New Work Rules or Changes in Existing Work Rules)**

The City agrees that new work rules or changes in the existing work rules shall not become effective until there has been prior consultation with the Union. The City may thereafter put such rules or changes into effect ten (10) days after such consultation.

**Section 2 - (Confirmation of Verbal Orders)**

1 In order to remain in effect all verbal orders concerning work rules and/or regulations promulgated by  
2 the Fire Chief must be confirmed by written order within two (2) working days of its issuance.

3  
4 **Section 3 - (Trustees)**

5 The five (5) trustees of the Union shall not be transferred against their will outside the Group from  
6 which they were elected during the term of this Agreement. This provision will not apply where the  
7 trustee has been promoted to a higher rank.

8  
9 **Section 4 - (Work Substitution)**

10 Work substitution is the practice whereby one member trades work shifts with another member of equal  
11 rank. Work substitution is permitted under the following restrictions:

- 12 1. No member working for another will receive any payment of any sum or money or other substance  
13 of value for work substitution.
- 14 2. The work substitution assumes a trade between the members of work time. The arrangement for  
15 work substitution is between the individuals working for each other, and the Department shall have  
16 no responsibility for any time lost to a member.
- 17 3. Work substitution requires the following approvals:
  - 18 a. Three shifts or less may be granted by the immediate superior officer with the approval of the  
19 Battalion Chief.
  - 20 b. Requests for more than three shifts require approval of the member's Deputy Chief.
- 21 4. Permission may be denied at the discretion of the Deputy Chief or his designee if the work  
22 substitution or any consequent activities negatively impact the operations of the company, group or  
23 Department.
- 24 5. Except in cases of emergency, a Substitution Request Form must be received by the officer,  
25 as defined in 3, above, at least 24 hours in advance. The completed forms will be forwarded to the  
26 Chief's Office. The completed form is to be maintained by the commanding officer who approved  
27 or denied the request.
- 28 6. The member who was originally assigned to work retains responsibility for  
29 that work shift, is responsible for providing an alternate or working the shift if the member who  
30 was scheduled to substitute is not available. Once the substitute arrives to work, the responsibility  
31 of the alternate or the original member ends, unless the substitute reports unfit for duty, as  
32 determined by a Deputy Chief, Executive Deputy Chief, or the Fire Chief.
- 33 7. The City shall incur no overtime obligations as a result of work substitution.
- 34 8. Early or late relief for a period of greater than two (2) hours is considered Work Substitution.  
35 Late relief requires notification to the company officer. The Deputy Chief may relinquish a  
36 member's opportunity to early or late relief if such relief or any consequent activities negatively  
37 impact the operations of the company, group, or Department.
- 38 9. Any alleged violation of this section is not grievable. Alleged violations of this section may be  
39 brought to Labor/Management Committee for discussion. The Fire Chief shall make the final  
40 determination.

41  
42 **ARTICLE 16 EDUCATIONAL BENEFITS**

43  
44 **Section 1 - (Reimbursement of Tuition Costs)**

45 A. In accordance with the following procedures and requirements, the City agrees to reimburse  
46 members of the Unit for tuition costs (including required books) incurred in pursuit of a Fire Science,  
47 Fire Administration, Fire Protection, Fire Technology or Emergency Management Program leading to an  
48 Associate's Degree or Bachelor's Degree which program is approved and accredited by the New York



1 State Board of Regents. Tuition costs shall also include the cost of proficiency testing or substantive  
2 equivalent to receive college level credit in lieu of taking the college course:

3 :

- 4 1. One-half of reimbursable tuition shall be paid upon presentation of receipts, transcripts, or  
5 grade reports which document expenses incurred in successful completion of qualified courses;
- 6 2. The remainder of reimbursable tuition not paid pursuant to subparagraph (1) shall be paid in a  
7 lump sum upon completion of two years continuous service from the date of receipt of such  
8 degree, except that in the case of a member's separation from service for disability, retirement or  
9 illness of a spouse or unemancipated children, such members shall be paid the full unpaid amount  
10 at the time of separation;
- 11 3. Reimbursement of tuition costs pursuant to this section shall only be required to the extent that  
12 such costs exceed educational reimbursement or subsidy payments received by a member from  
13 sources other than the City of Rochester. A member applying for reimbursement under this section  
14 is therefore required to report to the City any such reimbursements or subsidies received;
- 15 4. The City shall not be obligated to reimburse members for student fees paid in connection with  
16 or in pursuit of a qualified Fire Science or any other course of study;
- 17 5. Tuition reimbursement under this section shall be required only for those courses taken in  
18 pursuit of a qualified Fire Science, Fire Administration, Fire Protection, Fire Technology or  
19 Emergency Management program, and additionally, that are occupationally related to the fire  
20 fighting profession. In that regard, all courses specifically required under a qualified Fire Science,  
21 Fire Administration, Fire Protection, Fire Technology or Emergency Management program of  
22 study shall be deemed occupationally related. Courses not so specifically required may qualify for  
23 reimbursement through the following procedure:

24 A. Monroe Community College--At least six (6) weeks prior to the start of each academic year,  
25 or as soon thereafter as course offerings and schedules become available, the City and Union  
26 shall schedule a Labor/Management meeting to review available courses to determine whether  
27 they are occupationally related. Any courses mutually agreed upon shall qualify for tuition  
28 reimbursement in accordance with the other terms of this section. Disagreement between the  
29 parties over the occupational relationship of any courses shall result in submission of the dispute  
30 within one week from the time of impasse to a neutral third party, mutually agreed to by the  
31 parties, for resolution which shall be final and binding for the duration of the academic year in  
32 which tuition reimbursement was initially sought. Expenses for the neutrals services and the  
33 proceedings shall be borne equally by the Employer and the Union. Submission to the neutral  
34 shall consist of official course descriptions as prepared by the sponsoring institution, job  
35 descriptions of fire fighters as prepared by the City of Rochester's Civil Service Commission,  
36 and such additional written evidence and argument as desired by the parties. The neutral shall  
37 be required to render his determination within two weeks following the submission of the  
38 controversy. Any courses either not mutually agreed to or submitted to a neutral for  
39 determination shall not be subject to reimbursement.

40 B. Other Fire Science, Fire Administration, Fire Protection, Fire Technology or Emergency  
41 Management Programs--Any member desiring reimbursement for a non-required course in a  
42 qualified Fire Science program other than that offered at Monroe Community College, shall use  
43 the following procedure:

44 At least four (4) weeks prior to the commencement of the term or semester in which the  
45 course will be taken for which reimbursement is sought, the member shall submit a written  
46 request for such reimbursement to the Fire Chief. Within one week following the submission  
47 of such request, the Fire Chief shall respond in writing with his answer to the member and the  
48 Union as to whether such courses qualify for reimbursement. If the union disagrees with the

determination of the Fire Chief, a meeting shall be held within five (5) days thereafter between the Union, the Fire Chief, and the Manager of Labor Relations. If the matter is not resolved at such meeting, it shall be referred to a neutral third party for a determination in accordance with the procedures in subparagraph A above. Submission to the neutral shall be on condition that the Union makes a request in writing to the Manager of Labor Relations for such third party determination within one week from said meeting.

### **Section 2 - (Five Percent Educational Incentive)**

The City agrees to provide an additional salary benefit of five percent (5%) of the member's base pay to all members of the unit starting on the next full payroll period following their successful completion of and receipt of an Associate's Degree in Fire Science, Fire Administration or a Baccalaureate Degree in any subject. Courses of study under this section must be approved and accredited by the New York State Board of Regents. This additional pay shall be available only to members who were employed as members of the Fire Department on or before June 13, 1979, and who, have already entered into an eligible program of study or enter into such a program prior to July 31, 1984 and who thereafter complete all necessary course requirements entitling them to such a degree.

### **Section 3 - (Six and One-Half Percent Educational Incentive)**

The City agrees to provide a salary benefit of six and one-half percent (6 1/2 %) of the member's base rate to all members of the unit starting on the next full payroll period following their successful completion of and receipt of a Baccalaureate Degree in Fire Science, Fire Administration or the equivalent thereof in the field of Fire Science. Courses of study under this section must be approved and accredited by the New York State Board of Regents. This additional pay incentive shall be available only to members who were employed as members of the Fire Department on or before June 13, 1979, and who have already entered into an eligible program of study or enter into such a program prior to July 31, 1984.

### **Section 4 - (New Educational Incentive)**

Those not eligible for educational incentives under Sections 2 and 3 (above) are eligible for the following:

- A. Two percent (2%) of the member's base rate for the receipt of an Associate's degree in Fire Science, Fire Administration, RN, or EMT-P disciplines. Any member who is receiving this 2% incentive as of May 1, 2011, will be grandfathered-in and will continue to receive it.
- B. Four percent (4%) of the member's base rate for members who hold or attain a Bachelor's degree in any subject.
- C. Courses of study under this section must be approved and accredited by the New York State Board of Regents. These incentives shall start on the next full payroll period following the presentation of official documentation of the degree to the employer.

## **ARTICLE 17 OVERTIME**

### **Section 1 - (Definition of Overtime)**

Overtime shall mean any time worked, in addition to the member's normal tour of duty, provided however, that there shall be no compensation for overtime periods of fifteen (15) minutes or less. All such overtime shall be paid at the rate of time and one-half at the member's base rate.

### **Section 2 - (Rate of Payment and Call Backs to Duty)**

1 A. Except as otherwise provided, all call backs to duty, for those working the group system, shall  
2 be paid at the rate of time and one-half for a minimum of two (2) hours for all such call backs.  
3 Personnel assigned to units not working the group schedule shall be paid at the overtime rate for a  
4 minimum of two (2) hours for all such call backs. All members working out-of-title or as a temporary  
5 appointment to a higher title shall be paid at the appropriate out-of-title rate set forth in Article 8,  
6 Section 1.

7  
8 B. Call backs to attend meetings outside, and not contiguous to a members regular work schedule shall  
9 be paid at the rate of time and one-half for a minimum of one (1) hour.

10  
11 **Section 3 - (Payment for Court, Regulatory or Administrative Appearances)**

12 Members who are required by order or direction of the City of Rochester to appear in court or before  
13 any regulatory or administrative agency for the purpose of testifying at any time other than during their  
14 own regularly scheduled work period shall be paid at one and one-half times the members' base rate for  
15 all time so spent, and they shall be paid for no less than two (2) hours at such rate for each appearance.

16  
17 **Section 4 - (Assignment to Fire Service Related Educational Classes)**

18 Members who are assigned by the Fire Chief to attend Fire Service related educational classes outside,  
19 and in addition to, their regularly scheduled work period shall be paid at the rate of time and one-half.  
20 This shall not apply to instances where the member's work schedule has been changed to accommodate  
21 the schedule of the training.

22  
23 **Section 5 - (Holdover and Call Back)**

24 A. Any member who holds over or is called back for overtime which does not materialize shall not be  
25 removed from his position on the overtime list.

26  
27 B. A member shall not be removed from his position on the overtime list when he is held over or called  
28 back and works a trick on any of the holidays as contained in Article 4, Section 1.

29  
30 C. For the purposes of paragraph B, this shall be known as the holiday overtime list and a new list shall  
31 be created annually according to seniority.

32  
33 **Section 6 - (Fire Safety Overtime)**

34 Overtime will be assigned on a seniority basis from a list for general overtime assignments not  
35 requiring a specialization. The list shall be available upon request and assignments therefrom shall be  
36 sequential. Any member of the bargaining unit possessing the requisite training and certification for a  
37 specialty assignment may be selected to work Fire Safety overtime for that specialty assignment, once  
38 the Fire Safety overtime list has been canvassed. A list of members who have worked Staff overtime  
39 assignments shall be published monthly and distributed to all stations and divisions.

40  
41  
42 **Section 7 - (Line Overtime)**

43 A. Selection for overtime for general overtime assignments shall be from lists organized by seniority in  
44 title and by group. There shall be separate lists for day and for night overtime. There shall be a separate  
45 division-wide list for Haz-Mat overtime and separate holiday lists by group. There shall be a separate  
46 division-wide list for Battalion Chiefs, and a separate division-wide list for Captains. There shall be a  
47 group list for Lieutenants and a group list for Fire Fighters. Members working the non-group schedule

1 may not be added to lists for line overtime. Members assigned to the Fire Investigation Unit also will  
2 not be added to the list for line overtime.

3  
4 B. When overtime needs arise, the Chief or his designee shall start at the top of the appropriate list and  
5 proceed through the list. Members shall have two opportunities for refusal, at which time no further  
6 overtime will be offered until the creation of a new list. A list will be retired and a new list created after  
7 each member on the list has worked one overtime or has refused two opportunities. Members on sick  
8 leave or leave for on-duty injury shall be considered as unavailable and shall be treated as having  
9 refused overtime opportunities that arise during their disability.

10  
11 C. A list of members who have worked overtime assignments shall be published weekly and distributed  
12 to all stations and divisions.

13  
14 D. Overtime requiring specializations or special qualifications shall continue to be managed by the Fire  
15 Chief or his designee.

16  
17 E. At the start of each day shift and night shift, a list of ten (10) members that are currently up for  
18 overtime shall be published and distributed to the members of that group via city email.

19 **Section 8 - (Compensatory Time)**

20 A. All members working a schedule other than the 10/14 group schedule shall have the option of  
21 accruing compensatory time in lieu of overtime payment at the same rate as overtime pay, with the prior  
22 approval of the Chief or appropriate Deputy. No member will be credited with compensatory time in  
23 excess of 80 hours.

24  
25 B. Requests for use of compensatory time off shall be submitted to the Chief or appropriate Deputy and  
26 may be granted, depending upon the operational needs of the unit..

27  
28 C. Upon Retirement, the member will be paid for all unused compensatory time, not to exceed 80 hours  
29 at the straight time rate.

30  
31 D. Members working the group system shall be allowed to work whole Cycle Time days or nights and  
32 shall be compensated with compensatory time at the straight time rate, in lieu of overtime, with accruals  
33 to be limited to a maximum of 42 hours. Members working the group system may use compensatory  
34 time only in cases of emergencies approved by the Fire Chief. A member wishing to work his scheduled  
35 Cycle Time shall notify the Line Deputy Chief at least ten (10) days prior to the day or night which the  
36 member shall work."

37  
38 E. Members working the group system shall have the option of accruing compensatory time in lieu of  
39 overtime payment at the same rate as overtime pay, with the prior approval of the Chief or appropriate  
40 Deputy. While this compensatory time shall be considered a separate bank of hours from Cycle Time  
41 accruals, no member working the group system shall be entitled to accrue more than eighty (80) hours of  
42 Cycle Time and compensatory time combined. Therefore, any member working the group system who  
43 has reached his maximum accrual of 42 hours in Cycle Time as defined in D. above, may accrue up to  
44 an additional thirty-eight (38) hours in compensatory time.

45  
46 **Section 9 - (Overtime Substitution)**

47 Overtime once assigned shall be considered to be the right of the member to either work it himself or  
48 pass it on to another member of his choice. The member who passes on his overtime shall be subject to

1 the rules in Section 7.B of this Article. The recipient of the overtime shall not lose his place on the  
2 overtime list. A member is limited to receiving 100 hours of passed overtime per year.

3  
4 **ARTICLE 18 SAFETY STANDARDS**

5 The City agrees that it will adequately man all equipment with due regard for the safety of the fire  
6 fighters.

7 **ARTICLE 19 CIVIL SERVICE PROCEDURE**

8  
9 **Section 1 - (Promotional Lists)**

10 Only one Civil Service list shall be requested for promotions in the Fire Department for all ranks of  
11 promotion, regardless of residency.

12  
13 **Section 2 - (Extension of Civil Service Lists)**

14 The Fire Chief agrees not to request an extension of any Civil Service list for promotion beyond two  
15 (2) years, provided a successor Civil Service list for the title exists.

16  
17  
18  
19  
20 **Section 3 - (New Examinations)**

21 The Fire Chief agrees to request the Civil Service Commission to adopt a policy of holding entrance and  
22 promotional examinations at least sixty (60) days before the expiration of existing entrance and  
23 promotional lists.

24  
25 **ARTICLE 20 SENIORITY**

26  
27 **Section 1 - (Seniority List)**

28 The City will annually provide a current alphabetical seniority list to the Union. In addition, the City  
29 will annually provide a current alphabetical seniority list by battalion or division to such battalion or  
30 division. Errors in such seniority lists shall be reported in writing to the Fire Chief, who shall cause  
31 such lists to be corrected if they are erroneous.

32  
33 **Section 2 - (Seniority of Fire Fighters)**

34 A. The seniority of fire fighters will be determined by the employee's date of permanent appointment as  
35 a Fire Fighter. In the event two or more employees have the same date of permanent appointment, their  
36 seniority will be determined by their numerical position on the Civil Service list from which they were  
37 appointed.

38  
39 B. A member of this unit who leaves Rochester Fire Department employment, and who is subsequently  
40 re-appointed within two years, shall have his seniority calculated from the original date of appointment,  
41 and adjusted for time not employed by the Department, after one year of continuous service from the  
42 date of re-appointment.

43 C. A member of this unit who leaves Rochester Fire Department employment, and who is subsequently  
44 re-appointed after more than two years, shall have his seniority calculated from the date of re-  
45 appointment.

46  
47 D. The seniority of all employees permanently appointed to the position of fire fighter by any means  
48 other than appointment off a competitive fire fighter civil service list shall be the first day of said

1 employees entry into the fire academy. When said employees share a date of entry into the fire  
2 academy, they shall be differentiated from one another on the basis of their qualifying scores (where  
3 applicable) and, if said employees' seniority requires further differentiation due to equivalent scores,  
4 said employees order or seniority shall be decided by the date of application to any program (where  
5 applicable).

6  
7 **Section 3 - (Seniority of Fire Officers)**

8 The seniority of Fire Officers within ranks will be determined by the date the employee was promoted  
9 to the title he holds. In the event that two or more employees have the same date of permanent  
10 promotion, their seniority will be determined by their numerical position on the Civil Service list from  
11 which he was last appointed.

12  
13 **Section 4 - (Seniority in Shifting)**

14 A. When routine shifts or details must be made within the Fire Department, the Fire Fighter with the  
15 least seniority will be used unless the commanding officer has a valid reason for selecting someone else.

16  
17 B. Shifting or details cannot be used as a form of discipline.

18  
19  
20  
21 **ARTICLE 21 TRANSFERS**

22  
23 **Section 1 - (Assignment Transfer)**

24 A. Whenever the Fire Chief determines to fill a vacancy by voluntary transfer, he shall so notify the  
25 Union. All transfer requests within the department, company to company, and/or division to division,  
26 shall be in writing and shall be considered on the basis of seniority, as well as suitability as determined  
27 by the Fire Chief or Executive Deputy Chief. Receipt of transfer requests shall be acknowledged by  
28 date stamping the request and giving a copy to the member. Such requests shall be acted upon by the  
29 Fire Chief or Executive Deputy Chief. This procedure shall apply only in the case of voluntary  
30 reassignments, and shall in no way affect the Fire Chief's right to transfer a member.

31  
32 B. Once every six months (July and January) the employer shall disseminate a list of current vacancies  
33 that may be filled.

34  
35 C. A member has the right to withdraw a request for transfer, in writing, at any time.

36  
37 **Section 2 - (Reinstated Member)**

38 In instances of prior members who have left the service of the employer and who are reinstated to an  
39 equal or lower title, the Fire Chief shall take into consideration the years of prior service with the  
40 Rochester Fire Department, and active, full-time fire fighting experience since leaving the employer, in  
41 the determination of what salary step the member is paid at time of reinstatement. In no case shall a  
42 reinstated member be placed at a step higher than the step at which the member was paid prior to leaving  
43 the service of the employer.

44  
45  
46 **Section 3 - (Transfer from Other Firefighting Jurisdictions)**

47 In instances of transfer to the position of Fire Fighter from other firefighting jurisdictions, in accordance  
48 with Civil Service Law, where the transferee has no prior service as a Fire Fighter with the City of

1 Rochester, the Fire Chief may determine to place the transferee at a step higher than the starting step.  
2 The Fire Chief may place the transferee at a step higher than the starting step. The Fire Chief may  
3 assign the pay rate based upon immediate prior, active, full-time firefighting service, one step above the  
4 starting step for each two years of said experience.

5 1. Except as required by law, Fire Fighters transferred from other jurisdictions in accordance with Civil  
6 Service Law, shall have no contractual seniority upon appointment.

7  
8 2. In each case where the Fire Chief assigns a reinstated member or a transferee to a salary step higher  
9 than the starting step, the Fire Chief shall provide the Union with written notice and an explanation  
10 of the grounds for his decision fourteen (14) days in advance of the offer of appointment.

11  
12 **ARTICLE 22 VACATION SCHEDULE**

13  
14 **Section 1 - (Vacation Schedule and Allowances)**

15 A. The subject of changes in the vacation schedules shall be considered at a meeting of the Fire  
16 Labor/Management Committee, otherwise provided for in this Agreement. After such consultation, the  
17 vacation schedules shall become an appendix to this Agreement. Vacation allowances shall be in effect  
18 for the current work schedule and are subject to change as the work schedule may change, but in no  
19 event shall they be less than the following:

20  
21  
22 **B. MEMBERS WORKING THE GROUP SYSTEM:**

23 Less than one year of service: One day or night tour plus one-half day additional for each full  
24 month service.

25 1 to 4 years of service: One day and night tour and an additional day or night tour.

26 5 to 13 years of service: One day and night tour and two (2) additional day or night tours

27 14 to 19 years of service: One day and night tour and three (3) additional day or night tours.

28 20 years of service or more: One day and night tour and four (4) additional day or night tours.

29  
30 **C.**

31 **1. MEMBERS NOT WORKING THE GROUP SYSTEM (Five-Day Work Week):**

32 1 to 4 years of service 12 working days

33 5 to 8 years of service 16 working days

34 9 to 11 years of service 17 working days

35 12 to 14 years of service 18 working days

36 15 to 17 years of service 20 working days

37 18 to 19 years of service 22 working days

38 20 or more years of service 25 working days

39  
40 **2. Those working the four day work week shall have the following vacation accruals:**

41 1 to 4 Years of Service 10 Working Days

42 5 to 8 Years of Service 13 Working Days

43 9 to 11 Years of Service 14 Working Days

44 12 to 14 Years of Service 15 Working Days

45 15 to 17 Years of Service 16 Working Days

46 18 to 19 Years of Service 18 Working Days

47 20 or More Years of Service 20 Working Days

1 D. Vacation allowances shall be determined by the member's anniversary date of service.

2  
3 **Section 2 - (Fire Labor/Management Meetings)**

4 Prior to the Labor/Management Committee meeting at which time the vacation schedule is to be  
5 discussed, each party shall give to the other reasonable advance information, regarding any changes in  
6 the vacation schedule, but in no event later than September 1st of any year.

7  
8 **Section 3 - (Presentation of Vacation Schedules)**

9 The work and vacation schedule shall be presented to the Union no later than October 1st and to the  
10 Fire Department personnel no later than December 1st. Vacation and work schedules shall be effective  
11 January 1st of any year.

12  
13 **Section 4 - (Vacation Selection)**

14 Vacation selections will be by seniority. All members selecting vacations will not be restricted on  
15 their first double pick. The member may elect to choose his first double pick either in the preferred  
16 period, outside the preferred period or the member may choose one pick in the preferred period and one  
17 pick outside the preferred period.

18  
19  
20  
21  
22  
23 **ARTICLE 23 CALCULATION RATES & SEVERANCE**

24  
25 **Section 1 - (Rates of Pay)**

26 A. Bi-weekly rate shall be the salary as contained in Article 2, Section 1, plus any Educational  
27 Incentive as contained in Article 16, Sections 2, 3 & 4, all divided by 26.

28  
29 B. The hourly rate of pay shall be the bi-weekly rate of pay divided by 80.

30  
31 C. The Overtime rate shall be the hourly rate multiplied by 1.5.

32  
33 D. The rate of pay used to compute paid leave and deduction for unpaid time, severance pay and  
34 unused vacation shall be actual hourly rate of member as defined above in B for all such hours owed.

35  
36 **Section 2 - (Unused Vacation and Accrued Holiday Pay)**

37 Severance pay shall be paid for earned but unused vacation, and accrued holiday pay. In no event shall  
38 severance pay include more than 40 days of unused vacation time, unless allowed by City policy.

39  
40 **ARTICLE 24 PERSONAL LEAVE FOR MEMBERS NOT WORKING THE GROUP SYSTEM**

41  
42 A. Members who are working a non-group schedule shall be eligible for up to four (4) personal leave  
43 days per year. One day of personal leave shall be accrued on the first day of each calendar quarter.  
44 Such personal leave may be used for personal business that cannot be done outside of the employee's  
45 workday. Application for personal leave must be made not less than 48 hours in advance, except in case  
46 of emergency, and such personal leave must be approved by the Fire Chief or his designee. The  
47 availability of such personal leave shall be subject to the operational needs of the Fire Department.  
48 Personal leave may not be accumulated from year to year.



1  
2 B. Members shall be paid in the second paycheck of the calendar year for all unused personal leave as  
3 of December 31 of the previous year. In the event a member is transferred to the group system, he shall  
4 be paid for all unused personal leave time.

5  
6 C. Members on full release time, those working a non-group schedule for less than three consecutive  
7 calendar months, and those not working due to work related injuries shall not accrue personal leave  
8 time.

9  
10 **ARTICLE 25 UNION RELEASE TIME**

11  
12 **Section 1 - (Release Time for Local Union President)**

13 The Local Union President shall be given full release time with pay and benefits in order to perform  
14 the duties of his office.

15  
16  
17 **Section 2 - (Other Release Time)**

18 There will be a bank of 1250 additional hours for release time with pay to conduct union business. The  
19 Union shall notify the Chief in conformance with the provisions below. The number of members on  
20 release time under this section shall not exceed three (3) per day or night shift, except by the permission  
21 of the Chief, which shall not be unreasonably withheld. For the purposes of counting the number of  
22 members off under this section, the Union's Staff Representative shall not be included; however, his  
23 hours off shall be charged against the bank. Permission for release time for members not on the  
24 Executive Board shall be subject to the operational needs of the department and shall not be  
25 unreasonably withheld.

26  
27 **Section 3 - (Release Time for Delegates)**

28 Up to four (4) delegates designated by the union shall be released with pay to attend the annual New  
29 York State Fire Fighters' Convention. Up to four (4) delegates designated by the Union shall be released  
30 with pay to attend the bi-annual International Association of Fire Fighters Convention.

31  
32 **Section 4 - (Negotiating Representatives)**

33 It is agreed that the City will give release time with pay not to exceed five (5) members designated by  
34 the Union as its negotiating committee. Persons assigned to night tours, who are engaged in Union  
35 negotiation during their off-duty (day) hours shall report for their scheduled tour upon conclusion of the  
36 negotiations unless approval of an alternative has been obtained from the Fire Chief, which approval  
37 shall not be unreasonably withheld.

38  
39 **Section 5 - (Notice Provisions)**

40 The President will give the Fire Chief forty-eight (48) hours written notice of requested release time,  
41 and will specify the provision(s) being utilized. In event of emergencies, the President will contact the  
42 Fire Chief or appropriate Deputy Chief and make the request orally. An emergency for purposes of this  
43 clause shall be construed to be a circumstance under which the need for the release time could not have  
44 been anticipated prior to the commencement of the forty-eight (48) hour lead time.

45  
46 **ARTICLE 26 BULLETIN BOARDS**

1 It is agreed that the Union may use Fire Department bulletin boards for the purpose of posting Union  
2 notices to the Union members provided that such notices shall be clearly identified as Union notices.  
3 The City further agrees to insure that bulletin boards are provided in all Fire Stations/Divisions.  
4

## 5 **ARTICLE 27 GRIEVANCE PROCEDURE**

### 6 **Section 1 - (Definition of Grievance)**

7 For the purpose of this agreement, a grievance shall be defined as any dispute between the parties  
8 arising out of the interpretation or application of any of the provisions of this agreement.  
9

### 10 **Section 2 - (Procedures)**

11 A. In the event of a grievance as defined in Section 1 of this Article, the parties shall have the right to  
12 resolve the grievance in the following manner:  
13

14 Step 1 - The grievance shall be presented in writing by the Union to the appropriate Deputy Chief  
15 within fifteen (15) days of the act or omission giving rise to the grievance, or if not readily  
16 discoverable, within ten (10) days of the date upon which any of the employees affected by  
17 the situation, condition, or action to be grieved, becomes aware of such act or omission. The  
18 Deputy Chief shall respond to the Union within ten (10) days. If the grievance is not  
19 presented as set forth in this step, the grievance shall be deemed waived.

20 Step 2 - If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Fire  
21 Chief by the Union within ten (10) days after the Deputy Chief's response is given or is due,  
22 whichever is first. The Fire Chief shall respond to the Union in writing within ten (10) days.  
23 If the grievance is not presented as set forth in this step, the grievance shall be deemed  
24 waived.

25 Step 3 - If the grievance is not settled at Step 2, the Union will present the grievance in writing to the  
26 Manager of Labor Relations within ten (10) days after the response at Step 2 is given or due,  
27 whichever is first. The Manager of Labor Relations will discuss the grievance with the  
28 Union representative, if requested, and reply in writing within ten (10) days of receiving the  
29 grievance. If the grievance is not presented as set forth in this step, the grievance shall be  
30 deemed waived.

31 Step 4 - If a settlement is not reached at Step 3, either the Union or the City may, within ten (10)  
32 working days after the response at Step 3 is given or is due, whichever is first, and upon  
33 written notice to the other, request arbitration. Such notice must be given to the Manager of  
34 Labor Relations or the President of the Union. If arbitration is not requested as set forth in  
35 this step, it shall be deemed waived.  
36

37 B. The time limits in the grievance procedure for Steps 1, 2, 3, and 4 may be extended by mutual  
38 written agreement of the Union and the Manager of Labor Relations or the Manager's designee.  
39

40 C. Any grievance is required to be in writing, and any request for arbitration, shall contain a plain  
41 statement of the grievance, which shall, where appropriate, include the names(s) of the employee or  
42 employees involved, the specific provision or provisions of the Agreement in dispute, and the remedy  
43 being sought.  
44

45 D. For the purposes of this Article "days" shall not include Saturday, Sunday or holidays.  
46

1 E. Service shall be made either by mail which shall be deemed to have been made on the day of  
2 mailing, or personal delivery or delivery by electronic facsimile to phone numbers designated by the  
3 receiving party. If service is by mail the time to respond shall be extended by two (2) days.  
4

5 **Section 3 - (Arbitration Procedure)**

6 A. A panel of mutually-acceptable arbitrators shall serve for the duration of the Agreement. Such  
7 panel shall consist of three (3) arbitrators. The arbitrators shall be initially listed in alphabetical order  
8 and shall be designated on a rotating basis to arbitrate individual cases. In the event an arbitrator is  
9 unavailable to hear a specific case, such arbitrator will be temporarily passed over, but shall be at the top  
10 of the list for the next case. Upon completion of his or her service on a case, the arbitrator shall be  
11 placed at the end of the panel list. Both parties reserve the right during the term of this Agreement to  
12 remove one (1) arbitrator from the panel. A party removing an arbitrator from the panel shall propose a  
13 replacement acceptable to the other party. Arbitrators shall also be replaced by mutual agreement in the  
14 event of resignation or any other inability to serve.

15 The current panel consists of: Douglas Bantle, Thomas Maroney and Michael Lewandowski.  
16

17 B. Decisions of the arbitrator shall be final and binding on the Union, the City and any grievant,  
18 provided said decision is within the scope of his authority and the constraints established by this Section.  
19 The arbitrator shall have no authority or power to render a decision or award inconsistent with Statutory  
20 or Appellate decisional law.  
21

22 C. The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty  
23 (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then  
24 from the date the final statements and proofs are submitted to the arbitrator.  
25

26 D. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and  
27 conclusions on the issues.  
28

29 E. The authority of the arbitrator shall be limited to matters of interpretation or application of the  
30 express provisions of the Collective Bargaining Agreement between the parties, and the arbitrator shall  
31 have no power or authority to alter, add to or subtract from, or otherwise modify, the terms of this  
32 Agreement as written. The arbitrator shall confine himself to the precise issue submitted for arbitration  
33 and shall have no authority or power to determine any other issues not submitted to him. He shall  
34 confine his decision and award solely to the interpretation and application of this Agreement.  
35

36 F. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer  
37 and the Union. However, each party shall be responsible for compensating its own witnesses. If either  
38 party desires a transcript of the proceedings, it may cause the transcript to be made. Each party shall be  
39 responsible for the payment of their copy of the transcript. The parties shall equally share the expense  
40 of the arbitrator's copy.  
41

42 G. In the event the procedures described above are not, or cannot be, implemented, or are  
43 unenforceable, for any reason, arbitration conducted pursuant to this Agreement shall be governed by  
44 Part 207 of the Rules and Regulations of the Public Employment Relations Board. The express terms of  
45 this Collective Bargaining Agreement shall supercede any procedures or rules of the Public Employment  
46 Relations Board which are inconsistent with the express terms of this Agreement.  
47

48 **Section 4 - (Grievance Settlement)**

1 During the grievance procedure a meeting may be called by either party to discuss said grievance. If  
2 an agreement terminating the grievance is reached at such meeting, said agreement will be reduced to  
3 writing and signed by the City and the Union. Any such meeting shall not extend anytime limits  
4 contained in this Article unless otherwise agreed.

5  
6 **ARTICLE 28 CONTRACT PRINTING**

7  
8 The parties will arrange for printing nine-hundred (900) copies of this Agreement in booklet form with  
9 the cost to be borne equally by the City and the Union. The City shall be entitled to 150 of the printed  
10 copies. The printing shall be done by a Union printer and each copy shall display a Union label.

11 Notwithstanding the foregoing, the City's share of the cost may not exceed the limit at which the City  
12 must solicit bids for the work to be performed, pursuant to the New York State General Municipal Law.

13  
14 **ARTICLE 29 FIRE LABOR/MANAGEMENT COMMITTEE**

15 A Fire Labor/Management Committee will meet for the purpose of discussing and attempting to  
16 resolve matters of mutual concern during this contract period. The Labor Management Committee shall  
17 not consider existing grievances nor shall it be a forum for collective bargaining.

18 This committee shall be limited to no more than six (6) labor and six (6) management members and  
19 will meet at the call of the Mayor or his designee or the President of the Union, or his designee. Any  
20 expenses incurred in said meetings shall be borne equally by the parties to this contract.

21 It is agreed that the City will give release time with pay not to exceed four (4) members designated by  
22 the Union as members of the Fire Labor/Management Committee.

23  
24 **ARTICLE 30 HEALTH AND SAFETY COMMITTEE**

25  
26 A. A Health and Safety Committee shall be established and shall consist of six (6) representatives--  
27 three (3) to be chosen by the City and three (3) to be chosen by the Union. In addition to these six (6)  
28 members of the Committee, the Coordinator/Employee Safety Activities for the City of Rochester shall  
29 be a continuing member of the Committee but shall serve in an advisory capacity only.

30  
31 B. The Chairman of the Health and Safety Committee shall be designated by the Fire Chief.

32  
33 C. Meetings of the Committee shall be convened at the call of the Chairman, the Fire Chief, or the  
34 President of the Union, but shall not be more frequent than one per month. The Union representatives  
35 shall have paid time off to attend such meeting, if necessary.

36  
37 D. The Committee shall advise and make recommendations to the Fire Chief regarding health and  
38 safety standards, shall make health and safety inspections, and promote health and safety practices.

39  
40 E. The Fire Chief will respond to the Committee within thirty (30) days of receipt of the Committee's  
41 recommendations.

42  
43 **ARTICLE 31 MEMBERS' RIGHTS**

44  
45 **Section 1 - (Access to Personnel File)**

46 A. An employee on his off-duty time may see his personnel and medical files which are maintained in  
47 the Fire Chief's Office and the Bureau of Human Resource Management upon written request to the Fire  
48 Chief's office. If an employee wishes to answer or supplement any material found in his personnel file,

1 the employee may do so and his written statement shall become part of the personnel file. Requests for  
2 such viewing must be honored within fifteen (15) days of such request.

3  
4 B. A member may submit a written request for a copy of any and all material in the member's medical  
5 or personnel file, and upon request the Employer shall provide such copy within a reasonable time.

6  
7 C. Employees will be provided with complimentary copies of their medical records upon request  
8 during any twelve-month period. If an employee requests additional copies of medical records during  
9 the same twelve-month period, employees will be assessed a fee for the additional copies on a per-page  
10 basis at the City's current FOIL rate.

11  
12 **Section 2 - (Memorandum of Record)**

13 Upon issuance of a Memorandum of Record, an employee shall be allowed to respond in writing on  
14 the Memorandum document with comments pertaining to the subject matter therein. Employees so  
15 issued a Memorandum of Record shall acknowledge receipt thereof by signing the Memorandum. Such  
16 signature shall not necessarily constitute acknowledgment of or admission to the matters cited.

17  
18 **Section 3 - (Procedures for Determination of Section 8B-5 Status)**

19 1. Purpose

20 This Section is intended to provide a procedure to regulate the application for, and the award of,  
21 benefits under Section 8B-5 of the City Charter.

22 The terms "Fire Chief" and "Chief" as used herein shall also mean the Fire Chief's designee.

23  
24 2. Determination of Disability

25 (A) A written injury report, on a form prescribed by the Fire Chief, shall be filed by the member  
26 with the member's commanding officer prior to leaving duty, for any injury or illness. The form shall  
27 be forwarded to the Fire Chief through the chain of command. Where a member is incapable of filing  
28 a report it shall be filed by his commanding officer. In extenuating circumstances a member may file  
29 a report verbally with the appropriate deputy chief and shall notify his commanding officer he has  
30 done so, as promptly as possible but in no event more than 48 hours after the event.

31  
32 (B) The above referenced injury report shall serve as an application for Section 8B-5 Benefits for a  
33 period not to exceed sixty (60) calendar days from the date of injury. If a member desires a  
34 continuation of Section 8B-5 Benefits beyond the initial sixty (60) day calendar period, he must  
35 submit an application for Section 8B-5 Benefits within fifteen (15) calendar days from the expiration  
36 of the sixty (60) calendar day period. The injury report and the application for Section 8B-5 Benefits  
37 shall be made on forms prescribed by the Fire Chief.

38  
39 (C) No such application shall be approved unless it is filed in the office of the Chief within seventy-  
40 five (75) calendar days after the incident which allegedly gave rise to the illness or injury, or within  
41 sixty (60) calendar days of when the member knew or should have known that the injury or illness  
42 was a result of performance of the member's duties.

43  
44 (D) The Chief may request further information to support the application and the applicant shall be  
45 required promptly to provide such information.

1 (E) Upon written request from the member, the Employer shall provide the member with one copy  
2 of any report produced by any physician or other expert who has examined the fire fighter on behalf  
3 of the City.

4  
5 (F) The Chief shall determine eligibility for benefits pursuant to Section 8B-5. The Chief's initial  
6 determination shall be made within ninety (90) days of receipt of all of the requested medical  
7 information.

8  
9 (G) Pending the final determination of any such application, absence from duty claimed to be due to  
10 the injury or illness shall be charged first to sick leave under Article 5, and if exhausted, to vacation  
11 time under Article 22. Where a member has exhausted accrued leave time and where there is no final  
12 determination of a hearing officer, the employee shall continue to be paid as if on sick leave, except  
13 that delays caused by the applicant or his representative shall result in discontinuance of pay for the  
14 extent of the delay. Any dispute regarding the responsibility for the delay shall be resolved by the  
15 hearing officer. In the event the member is determined to be eligible for 8B-5 benefits any covered  
16 costs paid by the member shall be reimbursed and any accrued leave used will be restored.

17  
18 (H) After making an initial determination on any application, the chief shall forthwith mail or deliver  
19 a written notice thereof to the applicant and his/her designated agent at the designated address.

20 (I) If the initial determination by the Chief is that the applicant is eligible for Section 8B-5 benefits, the  
21 applicant shall continue to receive said benefits as long as the applicant remains disabled or until  
22 otherwise terminated pursuant to law.

23  
24 (J) If the initial determination of the Chief is that the applicant is not eligible for Section 8B-5  
25 benefits, and the applicant wishes to contest such determination, the member shall serve a written  
26 demand to the Chief for a hearing and final determination of such application, which demand shall be  
27 served within ten (10) business days of the mailing of the Chief's initial determination. The Hearing  
28 Officer shall make the final determination.

29  
30 (K) If it is finally determined that the applicant is disabled but not entitled to Section 8B-5 benefits,  
31 the applicant shall be allowed to use accrued leave per the Collective Bargaining Agreement and,  
32 upon exhaustion of those benefits, shall be subject to termination in accordance with Law.

### 33 34 3. Light Duty Assignments or Return to Duty

35 Where a member has been off duty on 8B-5 status, and where the Chief, after examining a current  
36 medical report from a doctor chosen by the Chief and all other relevant evidence, determines that such  
37 member is capable of performing regular duty or light duty assignments, the Chief shall instruct the  
38 member in writing, with 48 hours notice, to report for duty on a certain date. If the member wishes to  
39 contest this matter, he/she may then submit to the Chief, within three (3) working days of receipt of the  
40 notice, documentation which (s)he believes may be a cause for exemption from all or part of his/her duty  
41 assignment. If the fire fighter's position is based in whole or in part on a physician's examination and  
42 report, a copy of same must be submitted at that time. The Chief shall reconsider his determination  
43 modifying same with any revisions he deems appropriate. The fire fighter shall then be obligated to  
44 report for light duty but may request a hearing pursuant to Paragraph 6 of this Section. Failure to report  
45 pursuant to the Chief's instructions shall be cause for suspension of all salary, wages and other benefits.  
46 For the purposes of this clause a member who has received emergency treatment and is directed to  
47 return to work shall not be considered to have been "off duty."

1 4. Outside Employment

2 The Chief shall inform a member in writing of a suspension of Section 8B-5 benefits when the  
3 member engages in employment in violation of subsection (G) of Section 8B-5. If the member wishes  
4 to contest this matter, he shall serve a written demand upon the Chief for a hearing and a determination  
5 of said matter, which demand shall be served within ten (10) business days of the Chief's notice.  
6 Ownership of a business in the operation of which the fire fighter is not actively engaged shall not be  
7 considered outside employment.

8  
9 5. Medical Expenses

10 No bills or claims for medical treatment or hospital care shall be presented for payment by the City  
11 pursuant to Section 8B-5 unless the following procedure is complied with:

12 (A) Except in the case of an emergency, a member seeking medical treatment or hospital care  
13 alleged to be related to the disability shall obtain the prior approval of the Chief.

14  
15 (B) On each bill or claim for such medical services, provided in (A) above, the person or persons  
16 rendering such services shall certify thereon the nature of the services rendered, the nature of the  
17 injury or illness necessitating such services, and that the services rendered were required as a  
18 consequence of the incident that gave rise to the injury or illness. The City shall provide a form or  
19 notice setting forth these requirements.

20 6. Hearings

21 In any hearing required by these procedures:

22 (A) The hearing officer shall be selected from a panel of at least three (3) persons mutually  
23 selected by the parties for the purpose of conducting hearings under this Section. Selection of each  
24 hearing officer shall be done by lot.

25  
26 (B) The City shall provide the fire fighter with advanced notice of not less than ten (10) business  
27 days and the fire fighter may be represented by an attorney and/or the Union, who shall be afforded  
28 an opportunity to present documentary and testimonial evidence, to examine and cross examine  
29 witnesses, and to present arguments in support of the fire fighter's position. A stenographic record  
30 of the hearing shall be maintained, the cost of which shall be borne equally by the parties.  
31 Compliance with the formal rules of evidence shall not be required.

32  
33 (C) The burden of proof by a preponderance of the evidence shall be borne by the person seeking  
34 the benefit.

35  
36 (D) The Hearing Officer shall make a final determination in writing within thirty (30) calendar  
37 days. Such final determination shall be mailed or delivered to the Chief, the member and his  
38 designated representative.

39  
40 (E) Cost of the hearing shall be shared equally by the Employer and the member. The parties  
41 shall bear the costs of their own witnesses and any other expenses the parties may incur.

42  
43 7. Appeals

44 The determination of the Hearing Officer shall not be grievable under the collective bargaining  
45 agreement between the City and the Union. Any final determination by the Hearing Officer under these  
46 procedures shall be subject to review only as provided in Article 78 of the Civil Practice Law and Rules.

47  
48 **ARTICLE 32 GENERAL PROVISIONS**

1  
2 **Section 1 - (Public Employee's Fair Employment Law, Section 204-A)**

3 **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS**  
4 **AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION**  
5 **BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE**  
6 **SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY**  
7 **HAS GIVEN APPROVAL.**

8  
9 **Section 2 - (Savings Clause)**

10 This Agreement and all provisions herein are subject to all applicable laws. In the event any  
11 provision of this Agreement is held to violate such laws, said provision shall not bind either of the  
12 parties but the remainder of the Agreement shall remain in full force and effect as if the invalid or illegal  
13 provision had not been a part of this agreement.

14  
15 **Section 3 - (Amendments and Alterations)**

16 No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by  
17 the Mayor or his duly authorized representative, and by the President of the Union or his duly authorized  
18 representative after ratification by the membership.

19  
20 **Section 4 - (Professional Standards)**

21 The Union and the City recognize the necessity of continuous improvement in efficiency and  
22 effectiveness throughout the City operations covered by this collective bargaining agreement. In this  
23 connection, their representatives and members will be urged to cooperate jointly in accomplishing this  
24 result.

25  
26 **Section 5 - (Term of the Agreement)**

27 A.This Agreement shall be effective from July 1, 2016 until June 30, 2021. No provision of the  
28 agreement is intended to have retroactive application prior to the actual date of execution of this  
29 agreement, unless such provision expressly provides for a specific implementation date.

30 B.This contract shall automatically be renewed from year to year thereafter, unless either party shall  
31 notify the other party in writing not earlier than November 15th and not later than November 30th or as  
32 hereinafter provided for any renewal period of the party's intention to change, alter, amend or terminate  
33 this contract.

34  
35 C.It is understood and agreed that negotiations pursuant to the above notice shall begin no later than  
36 February 15th, thereafter, unless otherwise agreed by the parties.

37  
38 **Section 6 - (References to Gender)**

39 All references to employees in this Agreement designate both sexes, and wherever the male gender is  
40 used it shall be construed to include male and female employees.



1 **IN WITNESS WHEREOF, THE PARTIES HAVE HERETO CAUSED THIS AGREEMENT TO**  
2 **BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES**

3  
4  
5 **for The City of Rochester, New York:**

6  
7  
8 \_\_\_\_\_  
9 Lovely A. Warren  
10 Mayor

11  
12 Approved as to form  
13 Corporation Counsel

14  
15  
16  
17 \_\_\_\_\_  
18 by: Yvette Chancellor Green  
19 Municipal Attorney

20  
21  
22  
23 \_\_\_\_\_  
24 Jamie Warren  
25 Manager of Labor Relations

26  
27  
28 Date: \_\_\_\_\_

29  
30  
31  
32 **for The Rochester Fire Fighters Association, Local 1071,**  
33 **IAFF, AFL-CIO, Incorporated:**

34  
35  
36 \_\_\_\_\_  
37 Eddie Santiago, President

38  
39 Date: \_\_\_\_\_

APPENDIX A

12-40

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE CITY OF ROCHESTER**  
**AND**  
**ROCHESTER FIRE FIGHTERS ASSOCIATION**  
**LOCAL 1071, IAFF**

Whereas the City of Rochester and IAFF Local 1071 have been participating in a joint Labor/Management Health Care Committee and have mutually agreed to a single health insurance administrator and have established the Value, Core, and Enhanced plans of benefits as developed and as may be amended by the joint committee;

Now, therefore the parties mutually agree to the following:

- I. **This agreement is a successor to the Memorandum of Agreement that was in effect from September 1, 2009 through August 31, 2012, and this MOA will become an appendix to the collective bargaining agreement. The effective period for this agreement is January 1, 2013 through December 31, 2015.**
- II. Modify the Health Insurance provisions (Article 9) of the collective bargaining agreement as follows:

**ARTICLE 9 HEALTH BENEFITS**

Section 1 - (Health Care Coverage)

- A. The City will make available to unit members the Value, Core, and Enhanced Plans **which may be amended or eliminated during the term of this agreement as determined by the Labor/Management Health Care Committee.**
- B. The City and the Union will continue to participate on the joint Labor/Management Health Care Committee. **The parties will make a good faith commitment to fulfill the responsibilities of this committee throughout the term of this agreement.**

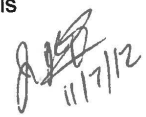
  
11/7/12

Section 2 - (Premium)

- A. **Effective January 1, 2013, the City will change from a fully insured indemnity funding arrangement for its health insurance program to a self-insured funding arrangement.**
1. **For Plan year 2013, (Jan. 1, 2013 – Dec. 31, 2013) the City will make a defined contribution of in the amount of \$35,913,280 toward the funding of the City's Health Insurance Program for all active City employees. This total amount of the City's defined contribution is based on the following calculation: \$14,240 per contract for all active City employees multiplied by 2,522 contracts.**
  2. **For Plan year 2014, (Jan. 1, 2014 – Dec. 31, 2014) the City will increase its 2013 defined contribution amount by 3.75% which equates to \$14,774 multiplied by the number of contracts as of September 1, 2013 for all active City employees.**
  3. **For Plan year 2015, (Jan. 1, 2015 – Dec. 31, 2015) the City will increase its 2014 defined contribution amount by 3.75% which equates to \$15,328 multiplied by the number of contracts as of September 1, 2014 for all active City employees.**
- B. **The Labor/Management Health Care Committee will have the responsibility for determining how any differential in the amount of City defined contribution funding and the total annual cost of health care for active employees will be reconciled in accordance with the Labor/Management Health Care Committee Governance Agreement. It is understood that the Committee must take action to reach a consensus on this funding reconciliation by September 30<sup>th</sup> of any plan year, so as not to disrupt open enrollment or adversely affect employee coverage.**

Section 3 - (Coverage for Retired Members)

- A. The City will make available medical and hospital insurance to qualified employees who retire during the term of this agreement under the New York State Policemen's and Firemen's Retirement System. In order to qualify for the benefits set forth in this section, employees must meet all of the following conditions:
1. The employee must retire directly into and/or under the New York State Policemen's and Firemen's Retirement System from active, full-time employment with the City and receive a pension therefrom, and
  2. The employee must have served a minimum of twenty (20) years of active full-time employment with the City immediately preceding retirement into and/or under the New York State Policemen's and Firemen's Retirement System. The required minimum period of time set forth in this

  
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paragraph will be waived in the event the employee is granted and receives a New York State Policemen's and Firemen's Retirement System disability retirement or in the event a member is hired after his forty-second (42nd) birthday and is mandated to retire at age sixty-two (62).

3. The member is not eligible for group medical insurance coverage through another employer.

**B. Qualified retirees, as defined in subdivision A of this section, who retire during the term of this agreement may elect to enroll in the Value, Core, or Enhanced Plan, as may be amended by the Labor /Management Health Care Committee. The City will contribute 85% (eighty-five percent) of the cost of the Core Plan premium for those who retire with less than 25 years of service with the RFD. The City will contribute 90% (ninety percent) of the cost of the Core Plan premium for those who retire with at least 25 years but less than 30 years of service with the RFD. The City will contribute 100% (one hundred percent) of the cost of the Core Plan premium for those who retire with 30 or more years of service with the RFD. For those retirees who elect to enroll in the Value Plan, the City's contribution will not exceed 100% (one hundred percent) of the Value Plan premium.**

**1. When eligible for Medicare coverage, the retiree shall be covered by the City's Medicare supplemental or Medicare Advantage Plan.**

C. When eligible for Medicare coverage, the retiree shall be covered by the City's Medicare supplemental or Medicare Advantage Plan. It is expressly understood that the City's health insurance does not cover any medical expenses covered by Medicare A and B for those being provided benefits in retirement plans. It is also understood for those Medicare eligible retirees participating in the City's health insurance retirement plans, Medicare A and B coverage participation is required.

#### Section 4 - (Dental Plan)

The provisions of this section remain as set forth in the collective bargaining agreement between the City and IAFF Local 1071 as stated in A - C below. **However, the provisions of this section may be reopened for negotiation during the term of this agreement.**

- A. Effective August 1, 1997, the employer shall make available the Smile Saver IV plan as provided and amended by Blue Cross/Blue Shield of Greater Rochester.
- B. Unit members shall pay 10% of the monthly premium through payroll deduction.

*J. [Signature]*  
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C. Effective July 1, 2001 the orthodontic coverage shall increase to \$1500.

Section 5 - (Dependent Coverage)

In the event of the line-of-duty death of any active member of the unit, the City will continue to provide and pay the cost of all health benefits provided by this Article to the spouse of the deceased member until he/she dies or remarries, and to dependent children of the deceased member until such dependents reach the age of 26.

Section 6 - (Flexible Benefit Plan)

The City shall make available a Flexible Spending Account program. The City shall have complete discretion on the method of administration and the choice of administrator.

Section 7 - (Alternative Health Benefits)

A. All those who accept health insurance coverage from a source other than the City of Rochester shall receive **\$1,500 (one thousand and five hundred dollars)** per annum, prorated by month, based on the **Health Insurance Plan year**, payable **no later than 60 days following the end of the preceding Plan year**. If 7.5% but less than 10% of the unit members accept this option by the **last day of the Plan year**, the payment shall increase to **\$2,000 (two thousand dollars)** per annum. If 10% or more of the unit members accept this option by the **last day of the Plan year**, the payment shall increase to **\$2,500 (two thousand and five hundred dollars)** per annum. If less than 7.5% of the membership accept this option the rate shall be **\$1,500** per annum. Application shall be made on a form provided by the employer, attesting to and identifying the alternative coverage.

B. Applications shall be made for the following Plan year at the same time as "open enrollment" for health insurance.

C. Re-enrollment in the City Coverage is permitted during the year in the event of a change in family status or loss of alternative coverage.

Section 8 - (Successor Agreement)

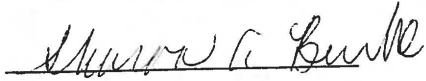
**If the parties fail to enter into a successor Health Care Memorandum of Agreement prior to the expiration of this agreement on December 31, 2015, the City's defined contribution amount toward the funding of the City's Health Insurance Program for all City employees will increase by 3.75% annually, using the same method of calculation as previously referenced, until such time as a successor agreement is reached.**

  
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Section 9 – (Contingency Clause)

The terms of this memorandum of agreement are contingent upon the execution of health care MOAs by all participating members of the joint Labor/Management Health Care Committee.

FOR THE CITY:

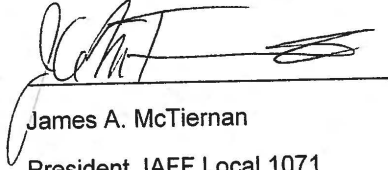


Sharon A. Burke

Manager of Labor Relations

Date: 11/7/12

FOR THE UNION:



James A. McTiernan

President, IAFF Local 1071

Date: 11/7/12  
subject to final Attorney approval  
