

AGREEMENT
BETWEEN
COUNTY OF MONROE
AND
THE MONROE COUNTY AIRPORT FIREFIGHTERS ASSOCIATION, I.A.F.F.
LOCAL 1636, AFL-CIO

Rochester Air

JANUARY 1, 1980
TO
DECEMBER 31, 1982

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 19__, by and between the COUNTY OF MONROE, a municipal corporation with offices in the County Office Building, 39 Main Street West, Rochester, New York, hereinafter called the "County" and the Monroe County Airport Firefighters Association, I.A.F.F., Local 1636, AFL-CIO, 1200 Brooks Avenue, Rochester, New York 14624, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the County and the Association, as parties to this agreement, are desirous of entering into written contracts with respect to salaries, wages, and other conditions of work, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - PREAMBLE

The County and the Association declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees the principle of collective negotiations is to be employed pursuant to the New York State Public Employees Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of the New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain, in employment with Monroe County, the best personnel available. We furthermore affirm that each employee shall, at all times, be a dedicated, courteous and efficient representative of public employment, realizing full well that he is under the constant scrutiny of the public at large and that he is performing an essential service private enterprise cannot undertake. Recognizing the moral principles inherent in Federal Legislation, we hereby agree not to limit employment with the County or membership in the Association to any person because of their sex, race, color, creed or national origin.

The Association pledges its full cooperation to the County for the purposes of implementing the County's Affirmative Action Policy.

ARTICLE II - RECOGNITION

Section 1 - The County agrees that the Association shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and processing of grievances for the maximum period defined in the Taylor Act.

Section 2 - The County shall deduct from the wages of employees and remit to the Association regular membership dues for those employees who signed authorizations permitting such payroll deductions.

Section 3 - The Association affirms that it does not assert the right to strike against the County, to assist or participate in any such strike or concerted withholding of services, or to impose an obligation upon its members to conduct, assist or participate in such a strike or withholding of services.

ARTICLE III - NEGOTIATING UNIT

The negotiating unit shall consist of the following titles:

Fire Captain - Airport

Firefighter - Airport

And any other titles which may be agreed to between the parties. The parties agree that the unit of employees covered by this agreement shall hereinafter be known and referred to as "Monroe County Airport Division of Fire Protection and Crash Rescue".

ARTICLE IV - MANAGEMENT RIGHTS

The County Legislature, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself all right, power, authority, duty and responsibility conferred on and vested in it by the laws and constitution of the State of New York and/or United States of America.

It is understood and agreed that all functions of management of the County which are not specifically limited by the express language of this agreement are retained by the County. The functions listed in this Article are illustrations of the responsibilities retained by the County and are not intended as an all inclusive list. The management of the operations, methods, the direction of the work force including but not limited to the right to direct and control all the operations or services to be performed in or at the facilities of the County, to decide what work, if any, shall be performed in

the facilities by employees, to schedule working hours (including overtime work), to hire, promote, demote and transfer; to suspend, discipline, discharge for cause, to relieve employees because of lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to establish standards and rates for new or changed jobs; to introduce new and improved methods, materials, equipment or facilities are among the responsibilities vested exclusively in the County Management.

The County agrees to consult and confer with the Association in respect to any new rules or regulations promulgated by the County.

ARTICLE V - CIVIL SERVICE PROCEDURES

Section 1 - The Association is to receive a published copy of medical requirements for entering Firefighters.

Section 2 - The County agrees to notify and consult with Local 1636 before any changes relating to their unit are made in existing Civil Service policies at local level.

ARTICLE VI - PERSONNEL RULES

The County reserves the right to make necessary modification of personnel rules and other special regulations provided they are not in conflict with specific and express provisions of this contract.

Any such modification or special regulation shall not become effective until submitted to and approved by the Executive Director of Civil Service/Personnel and the County Manager, and shall remain in full force and effect unless revoked by the County Manager.

Section 1 - ATTENDANCE: The basic work week shall be forty (40) hours, which shall not be construed to be a guarantee of hours worked nor a limitation upon a reasonable number of overtime hours to be worked. The exact workdays and working hours will depend on the individual position held, and shall be approved by the department head and the Executive Director of Civil Service/Personnel.

Section 2 - ATTENDANCE RECORD: The Department of Civil Service/Personnel, with the cooperation of the Data Processing Department, will maintain records of attendance for all County employees. Each department head is responsible for the accuracy of each attendance record and for following the prescribed procedures. Each department head and employee is responsible for reporting attendance and leave data.

Each employee shall sign a time accounting card attesting to the fact that the employee was "To Duty" or on designated type of leave during each day of the pay period. This must be

countersigned by an approved signature in the employee's department. Pay will be authorized only after submission of an approved time accounting card.

Section 3 - TARDINESS: Chronic tardiness will result in disciplinary action by the department head.

Section 4 - PAYROLL PERIODS: The parties agree that all employees shall be paid in twenty-six (26) payroll periods during the course of the year. When requested by the employee, regular authorized deductions that have been approved by the Executive Director shall be made each payday.

Section 5 - ACCRUAL AND USE OF CREDITS: Credits shall be earned by employees during any absence at full pay; credits shall accrue in days and hours and can be used in no less than one-quarter hour units as approved by the department head or his designee.

Earned credits shall be based upon an employee's hire date which shall remain constant. If job changes occur within County government, credits shall remain with the employee.

Credits must be earned before they can be used. Credits accrued shall be noted on each employee's time accounting card in terms of days and hours appropriate to the job. The employee's signature and a counter signature by the department head or his designee on the time accounting card attests to the accuracy of credits accrued and posted.

The maximum amount of compensatory time off which may be accrued shall be thirty (30) days.

Section 6 - TERMINATION PROCEDURES: In the case of a resignation or retirement, a written notice of intention shall be given to the department head at least two weeks prior to the last day of employment. Compensation shall be made for unused vacation days and compensatory time accumulation up to thirty (30) working days in each category. Employees shall be required to submit to an exit interview at the County Personnel Office prior to the issuance of the final check.

An employee who is discharged after a determination of incompetency or misconduct will forfeit compensation for unused vacation credits.

In the event of an employee's death, compensation for unused compensatory time and vacation will be paid to his estate.

Section 7 - REINSTATEMENT: If a person has held a permanent appointment in the competitive class and has resigned, he may be reinstated at the option of the County without examination within one year of the date of such termination. Reinstatement into the same or similar position, in the same or lower grade will be subject to the Civil Service Regulations.

Any employee terminated for just cause from County service will not be eligible for reinstatement.

ARTICLE VII - RESIDENCY REQUIREMENTS

Section 1 - Requirements of residency for purposes of hire, tenure and taking of competitive and promotional examinations shall be in accordance with the rules and regulations of the local Civil Service Commission of September 1, 1974.

Section 2 - Employees hired subsequent to January 1, 1980 shall, as a condition of employment, reside in the County of Monroe. This requirement may be waived by the County Manager because of special circumstances.

ARTICLE VIII - COMPENSATION

Effective with the first (1st) pay period of 1980, all employees covered by this contract shall receive a 7% salary increase.

Effective with the first (1st) pay period of 1981, employees covered by this agreement shall receive a 6% salary increase.

Effective with the first (1st) pay period of 1982, employees covered by this agreement shall receive a 4% salary increase.

Effective July 1, 1982, employees covered by this agreement shall receive a 4% salary increase.

Paydays shall be bi-weekly on Friday. If the payday falls on a holiday, the preceding workday shall become the payday.

ARTICLE IX - LONGEVITY

Section 1 - All employees covered by this agreement who have given by July 1 of any year 10 years of service to the County of Monroe shall receive \$100.00 each subsequent year.

Section 2 - All employees covered by this agreement who have given by July 1 of any year 15 years of service to the County of Monroe shall receive \$200.00 each subsequent year.

Section 3 - All employees covered by this agreement who have given by July 1 of any year 20 years of service to the County of Monroe shall receive \$300.00 each subsequent year.

Section 4 - Longevity payments shall be made in the payroll period following July 1 of each year and shall be made by lump sum payment to each eligible employee then on the payroll.

ARTICLE X - SHIPT PREMIUM

An employee whose major part of the working day falls between the hours of 6:00 p.m. and 6:00 a.m. on a regular basis shall be paid a 25¢ per hour shift premium effective January 1, 1980.

Effective January 1, 1982, the shift premium shall be increased to 30¢ per hour.

ARTICLE XI - BENEFITS

Section 1 - HEALTH INSURANCE: Full-time employees of the County may, by application, become members of the Blue Cross/Blue Shield plan of the Rochester Hospital Service Corporation, including PIP (Prolonged Illness Protection), the full hospital out-patient rider, the \$2.00 co-pay prescription drug rider and the federally mandated maternity rider. The County agrees to pay the full contract premium less \$25.00 per contract per year which will be a responsibility of the employee and which shall be made by payroll deduction.

The County reserves the right to change insurance carriers or to become self-insured if it deems necessary. However, the County agrees to provide coverage at least equal to that contained in the Blue Cross/Blue Shield contract. At least equal coverage shall be construed to include acceptability of such coverage in the medical community.

It shall be the employee's responsibility to initiate such membership in the plan in the appropriate County office. For the employee beginning County service on or after January 1, 1973, the Blue Cross/Blue Shield plan currently in existence will not be offered if the employee is covered by another Blue Cross/Blue Shield plan or any other comparable medical/surgical insurance of any company.

The alternative health care plans will be made available to each employee covered by the Blue Cross/Blue Shield plan wherein the employee will pay the difference between the cost of the alternative health plan and the premium which is paid by the County.

Section 2 - Retirees of the County, pursuant to resolution 199 of 1964, as adopted and amended by the Monroe County Legislature, shall receive fully paid Blue Cross/Blue Shield protection which is in effect at the time of retirement under the following conditions:

A. Five years of continuous full-time service immediately preceding the date of retirement;

B. Drawing a pension from the New York State Retirement System; or

C. Drawing a pension or disability benefits under the Social Security Act.

ARTICLE XII - DENTAL INSURANCE

Effective January 1, 1980, or as soon as practicable following January 1, 1980, each employee covered by this agreement shall at his option be covered by a dental insurance program which shall be mutually agreed upon by the County and the union.

Participating employees shall by payroll deduction be required to contribute \$1.64 per month per family contract and \$.66 per month per single contract. Any additional premium costs shall be the obligation of the employee and shall be paid by payroll deduction.

ARTICLE XIII - TRANSPORTATION REIMBURSEMENT

Section 1 - Effective January 1, 1980, the County shall provide mileage allowance in the amount of \$.19 per mile to those employees required to use their personal motor vehicles on County business. In the event that public transportation or other private transportation is required, and in the event that parking or toll fees are incurred on County business, such fees and expenses shall be reimbursed upon proper proof thereof. Reimbursement for parking shall not include any reimbursement for parking fees normally incurred at the employee's place of business.

Section 2 - Effective January 1, 1981, the mileage allowance shall be increased to \$.21 per mile.

Section 3 - Reimbursement shall be made on or before the twentieth day of the month following the month in which these expenses were incurred subject to the employee submitting a completed voucher by the fifth working day of that month.

Section 2 - Reimbursement shall be made on or before the twentieth day of the month following the month in which these expenses were incurred, subject to the employee submitting a completed voucher by the fifth working day of that month.

ARTICLE XIV - HOLIDAYS

Section 1 - Legal holidays constitute days off, with pay, for all employees who have been employed by the County for thirty (30) days or more. Legal holidays to be observed by the County of Monroe shall be: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Eligibility for holiday pay shall require an employee to work his scheduled day immediately preceding and following the holiday, unless excused by the department head.

Section 2 - The celebration of the holidays will be in accordance with State and Federal regulations.

Section 3 - When a legal holiday falls on Saturday, a day shall be added to an employee's overtime bank. If an employee's overtime bank is at the maximum of thirty (30) days, a day shall be added to the employee's vacation bank. When a holiday falls on a Sunday, the following Monday will be considered a holiday with pay. Employees will be paid a regular day's pay for working on a holiday and, for a full holiday of work, a premium of four hours. The holiday on which an employee works will be added to the accumulated holidays of the employee.

Section 4 - Payment shall be made by separate check in the twenty-fourth (24th) payroll period for all accumulated holidays.

ARTICLE XV - CIVIL SERVICE EXAMINATIONS

Time off with pay during regularly scheduled hours of work will be granted to take promotional and competitive examinations given by the Monroe County Civil Service Commission. The department head or his designee shall be given advance notice of the request to take such examinations.

ARTICLE XVI - VACATION

A full-time employee will earn a paid vacation allowance determined by length of service as hereinafter described.

Vacation time taken shall only be granted and approved by the department head. Accumulation of vacation credits is allowed to a maximum of 30 working days. Vacation credits are neither earned nor posted when an employee is at his maximum. Vacation earned will be granted and posted on the following schedule:

First year: At the completion of six (6) months of service an employee will be granted five (5) vacation days. At the end of one (1) year the employee will be granted an additional five (5) vacation days.

Second year: After one year of service, vacation shall accrue and be posted for each month of service at the following rates. Starting with the thirteenth month and ending with the twenty-fourth month, 5/6 days vacation credits shall be earned and posted for each month employed. This is at the annual rate of ten (10) days per year.

Third to Fifteenth year: After two years of service, starting with the twenty-fifth month and ending with the one

hundred sixty-eighth month, 1-1/4 days vacation per month shall be earned and posted. This is at the annual rate of fifteen (15) days per year.

The Fifteenth year and following: Commencing with the one hundred sixty-ninth month, 1-2/3 days per month shall accrue and be granted. This is at the annual rate of twenty (20) days per year.

ARTICLE XVII - MATERNITY LEAVE

An employee who is pregnant may continue working as long as she and her supervisor feel she can adequately perform her work. In maternity cases an employee will be allowed to use her accrued compensatory, vacation and sick leave time before being placed on maternity leave without pay. The employee has a right to be reinstated in a position of equivalent pay within six months of maternity leave, subject to written approval from her attending physician.

ARTICLE XVIII - RETIREMENT

Section 1 - Effective April 1, 1971, the non-contributory improved Career Plan, Section 75-I, shall be adopted by the County of Monroe. This plan guarantees that a member retiring at age 55 and with 25 years of service will receive one-half of his final average salary for the 25 years of service, plus 1/50th of his final average salary for each year of service over 25 and improves the basic guaranteed retirement allowance for persons who retire with 20 years or more of service.

Section 2 - In addition, all members are granted the application of unused sick leave as additional service credit (not to be paid in cash however) upon retirement, up to 165 days, effective January 1, 1971.

Section 3 - The County of Monroe will adopt, effective January 1, 1971, the provision which guarantees a minimum death benefit of three times the member's annual salary to the beneficiary up to \$20,000.

Section 4 - The parties agree that the provisions of this Article shall not be inconsistent with the provisions of the New York State Retirement Fund as enacted by the New York State Legislature.

ARTICLE XIX - OVERTIME

Effective upon the execution date of this agreement, time and one-half shall be paid for all hours worked in excess of the employee's normal work schedule.

Hours paid for but not worked on holidays, approved compensatory time off, approved vacations and approved personal leave shall be counted as time worked for the purpose of calculating overtime. Sick leave time shall not be counted as time worked in the calculation of overtime.

Employees who have a staggered work week shall have excess time from a regular pay period added to their overtime bank. Said time shall be used to bring "short" pay periods up to 80 hours.

ARTICLE XX - CALL-IN PAY

Employees called into work outside of their regularly scheduled hours shall be guaranteed a minimum of four hours at straight time pay. If the call-in period exceeds four (4) hours, such additional hours shall be paid for at the rate of time and one-half.

Call-in pay shall not apply to hours immediately preceding or following an employee's regularly scheduled shift.

Employees who voluntarily respond to emergency calls (Code 66 or Code 99) shall be guaranteed a minimum of four (4) hours pay at straight time for such response.

ARTICLE XXI - SICK LEAVE

Sick leave is earned and posted at the rate of one (1) day per month of service up to 200 days maximum. Sick leave is neither earned nor posted when the employee is at this maximum. Sick leave time with pay will not be granted before the first three (3) months of continuous service at which time three (3) days will be credited.

If sick leave credits are exhausted, vacation and/or compensatory time credits may be applied towards days absent due to illness or accident provided such use is approved by the department head.

Sick leave constitutes absence for reasons of illness or injury, optical, dental or medical appointments, quarantine regulations and serious illness in the immediate family requiring care and attendance by the employee or when through exposure to a contagious disease a physician certifies the employee's presence at place of duty jeopardizes health of others.

(Immediate family includes parents, spouse, children, brother, sister, grandchildren, grandparents or any relative who is an actual member of an employee's household.)

When absence is required under the provisions of sick leave, an employee or other person acting in his stead must

notify the employee's supervisor of the reason within two (2) hours prior to the commencement of the workday or as soon thereafter as is possible. Failure to report within stated time limits without satisfactory reason shall cause the absence to be considered leave without pay. Sickness during the working day must be reported to the department head or his designee.

Sick leave that extends three (3) or more consecutive working days shall be supported by a standard medical certificate completed by the attending physician only if the employee's supervisor has reasonable doubt as to the validity of the employee's absence. The medical certificate shall, upon request, be submitted to the supervisor within seven days after returning to work.

Notwithstanding the foregoing, if the employee's supervisor has reasonable doubt as to the validity of the employee's absence and notifies the employee in writing prior to his return to work, a medical certificate shall be submitted to the employee's supervisor upon his return to work.

When sick leave is used for three (3) or more consecutive days because of illness in the immediate family, a certificate by the attending physician covering the nature of the illness and the need for the employee to be in attendance of the relative may be required if the employee's supervisor has reasonable doubt as to the validity of the absence.

The Executive Director may verify the validity of any absence under these regulations. Should a doctor or other qualified representative be assigned to visit an employee during an illness, such persons shall be allowed into the employee's home.

Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay.

ARTICLE XXII - HALF PAY SICK LEAVE

Employees who have been employed by the County for one (1) year or more shall be entitled to half pay sick leave for a maximum period of three (3) months under the following conditions:

1. The employee has exhausted all sick leave, compensatory time and vacation accrual.
2. The employee is subjected to an unpaid waiting period of ten (10) working days, and
3. The employee has not abused the sick leave privileges during his term of employment.

Employees who have been employed by the County for two (2) years or more shall be entitled to half pay sick leave for a maximum period of six (6) months under the following conditions:

1. The employee has exhausted all sick leave, compensatory time and vacation accrual.
2. The employee is subjected to an unpaid waiting period of five (5) working days, and
3. The employee has not abused the privileges of sick leave during his term of employment.

Employees who have been employed by the County for three (3) years or more shall be entitled to half pay sick leave for a maximum period of six (6) months under the following conditions:

1. The employee has exhausted all sick leave, compensatory time and vacation accrual.
2. The elimination of an unpaid waiting period, and
3. The employee has not abused the sick leave privileges during his term of employment.

It is understood that the foregoing half pay provisions apply to the employee only and may be granted more than once during any twelve (12) month period.

Sick leave at half pay shall not be unreasonably denied. Challenges to an unreasonable denial of half pay sick leave shall be processed through the grievance procedure commencing at step two of the grievance procedure.

If a grievance is not resolved at step two or at step three of the grievance procedure, the case shall be presented to the County Manager for final determination. The parties agree that a grievance in respect to half pay sick leave shall not be arbitrable. When the case is presented to the County Manager for determination, a union representative shall be allowed to participate in such presentation.

Upon recommendation of the department head and the approval of the County Manager, an extension of half pay sick leave may be granted.

ARTICLE XXIII - BEREAVEMENT LEAVE

An employee covered under this agreement may be granted up to four (4) working days with pay due to death in the family. This absence must be reported to the department supervisor on the first day of absence. Immediate family includes: parents, spouse, children, brother, sister, grandchildren, grandparents or any relative who is an actual member of an employee's household.

Upon request, the employee shall submit to the department head or his designee a Notice of Death or other evidence attesting to the validity of the absence.

ARTICLE XXIV - EDUCATION LEAVE

Leave without pay for a period of up to one (1) year may be granted for the purpose of acquiring educational training which will improve the efficiency and contribute to job development and improvement with the County. A written request for Educational Leave must be made to the department head. Approval of the leave may be granted upon the recommendation of the department head with the approval of the Executive Director and the County Manager. Educational leave without pay for a period not to exceed two (2) consecutive years may be granted for the purpose of obtaining additional educational training. Such two (2) year consecutive educational leave shall depend upon an employee successfully completing the first year of educational training.

In certain cases where educational leave with pay is desired, a written request must be approved by the department head, the Executive Director and the County Manager. The student shall not earn credits during this time. A person requesting educational leave with pay must sign a statement promising to work two years for the County after finishing two years of study.

ARTICLE XXV - TUITION REIMBURSEMENT

The County agrees to pay 75% of tuition up to a maximum of \$300.00 for those employees who have received advance approval from the County, and who are enrolled in an Associate and Applied Science program at an accredited Junior or Community College in the field of Fire Science. The County also agrees to pay 75% of tuition for those employees who are enrolled in a Bachelor of Science program that will yield a Bachelor of Science Degree in Fire Science.

It is understood that the tuition reimbursement program shall be in accordance with Resolution 206 of 1966, and as amended.

ARTICLE XXVI - LEAVE FOR OTHER REASONS

A written request for a Leave of Absence without pay for reasons not cited in this agreement must be submitted to the employee's department head. Upon his recommendation and the approval of the Executive Director and the County Manager, a leave may be granted for a period not exceeding one year.

With the approval of the Executive Director and the County Manager, an employee may be granted up to two (2) years Leave of

Absence for specialized services upon the presentation of sufficient proof.

ARTICLE XXVII - MILITARY DUTY

Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force or Coast Guard will be granted a Military Duty Leave of Absence up to thirty (30) calendar days with pay in each calendar year.

Extended Military Duty: An employee required to render military duty shall be granted a Military Leave of Absence. An employee must apply for reinstatement within ninety (90) days after his duty is terminated. Upon an employee's return to employment, all earned credits in effect at time of leave shall be reinstated. Pay level shall reflect updating as required by contract and/or Law.

ARTICLE XXVIII - JURY DUTY AND COURT ATTENDANCE

To meet an obligation as a citizen by serving on juries, an employee will be granted time off with pay for jury duty.

Compensation an employee may receive for actually serving on the jury shall be paid to the County.

ARTICLE XXIX - WORKER'S COMPENSATION

Section 1. -If an injury occurs as a result of employment, up to one week's salary will be paid without charge against earned sick leave credits under the following conditions:

1. The employee must have received medical care relating to a work related illness or injury.
2. A statement of the disability from the attending physician must be submitted to the department head or his designee on/before the seventh day following the commencement of his disability.
3. The physician's statement must confirm that a work related disability occurred and state an expected date of return to work. Further compensation will be paid according to the rules of the Worker's Compensation Law.

Section 2. - If a person is separated from County service by reason of temporary disability resulting from occupational injury or disease as defined by the Worker's Compensation Law, he shall be entitled to a leave of absence for at least one (1)

year. While separated, no credits for days off in any category will be earned.

Application for reinstatement must be made within twelve (12) months after termination of such disability. The County agrees to send notification to a disabled employee at least sixty (60) days in advance of the expiration of the period in which the disability leave of absence is granted.

ARTICLE XXX - TRAINING

The County may assign the Supervisor of Employee Training to continue the agreed upon training program for new recruits and a continuous training program for the Association members at the Airport. The details of such training program as agreed upon shall be considered as part of this agreement.

The County agrees to review annually available specialized Crash Rescue and Firefighting Schools and training opportunities. In the event the County determines that any such training session covers subject matter on a level appropriate to Air Crash Rescue procedures at the Monroe County Airport and with the approval of the County Manager, the County agrees to release a minimum of four (4) persons with pay and full expenses to participate in such a program. The County agrees to entertain recommendations and suggestions for appropriate training sessions from the Association.

The County agrees to release time with pay to employees attending the IAFF Educational Seminar with the approval of the County Manager.

ARTICLE XXXI - PERSONAL LEAVE

Personal leave is considered as time off only for religious observances, funerals, extreme emergencies or for pressing personal obligations which cannot be handled outside of normal working hours. Personal leave cannot be used for purposes otherwise provided for in this agreement.

A request for personal leave shall be effectuated by completing a Personal Leave form, setting forth the specific reason for the request for such personal leave.

Effective January 1, 1975, all unused personal leave time shall be converted to the sick leave bank upon each anniversary date of each employee. The parties agree that the conversion of unused personal leave to sick leave shall not have any effect upon the maximum allowable accumulation in the sick leave bank as set forth in Article XXI, Section 1.

ARTICLE XXXII - ASSOCIATION BUSINESS

Section 1 - The Association will be granted the use of designated meeting rooms for the purpose of conducting official Association business during non-working hours.

Section 2 - The County will distribute on behalf of the Association a reasonable amount of said Association's literature by means of utilizing the interdepartmental mailing system of the County.

Section 3 - The County will provide release time with pay to designated Association officers and delegates attending certain Association conventions. Such release time shall be provided in accordance with the procedures as set forth hereinafter, and only with the approval of the County Manager.

Section 4 - The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Manager or his designee.

Section 5 - The County recognizes the right of the employees to designate representatives of the Association to represent employees for the purpose of discussing wages, working conditions, grievances and disputes with County representatives, to appear at appropriate public hearings before the County Legislature, and to meet with County employees during working hours solely for the purpose of processing written grievances. Other Association business shall be performed outside of working hours or without pay.

Section 6 - Any member of the Association shall have the right to present his grievance to representatives of the County, or filing such grievances with his designated Association representative without loss of pay. Filing of such grievances shall take place outside of working hours whenever possible.

Representatives of the Association shall be allowed release time with pay for the purpose of meeting with County representatives to evaluate and discuss contract compliance.

Representatives of the Association shall be allowed release time with pay for the purpose of representing employees in a grievance at any stage of the grievance procedure.

Association representatives shall, whenever possible, consult with Association members outside of working hours.

The parties to this agreement agree to the following procedure for release time for Union business:

1. Association representatives shall notify immediate supervision of requirement for release time and shall

document the place of intended visitation, the purpose of release time and the estimated duration of absence.

2. Upon arrival at destination, the Association representative shall notify the supervisor of that department of his presence, purpose, and estimated duration of his stay.
3. The Association representative shall, upon his return to his department, document the time of return.
4. Release time shall not be utilized for routine day-to-day Association business which is not directly related to the provisions of this agreement.

ARTICLE XXXIII - WORKING CONDITIONS

Section 1. - Work hours: The workday of members of this unit shall be divided into two (2) parts, a day tour of ten (10) hours from 8:00 a.m. to 6:00 p.m., and a night tour of fourteen (14) hours from 6:00 p.m. to 8:00 a.m.

Nothing contained in this section shall preclude the County from deviating from the stated work schedule for the purpose of special assignment of an employee to a particular function, e.g., training, inspection.

The County of Monroe Airport management or the Fire Chief has the right to make a temporary schedule change for emergencies, major disasters or for a maximum period of two weeks for good and sufficient cause. The County agrees to consult with the Association respecting any schedule change requirements.

Section 2 - Work Rules: The County agrees that new work rules or changing the existing work rules will not become effective until consultation with the Association within a reasonable time before the work rules are instituted. The County agrees not to request any member of the Association to perform any duty or task normally performed by other departments.

Section 3 - Clothing Allowance: The County shall provide all firefighting goods to include aluminized, heat reflected proximity firefighting coats, trousers, hoods and gloves.

Each firefighter and/or fire officer shall have issued to him one pair of steel-toed, steel midsole and arch with shin guard protection, firefighter's boot of bunker pant type and service.

Each firefighter and/or fire officer shall have issued to him one pair of "Nomex" type pilot's flying gloves for use inside the aluminized gloves.

Each employee covered by this agreement shall be supplied with the basic work uniform of two (2) shirts and two (2) pair of slacks, a winter work jacket, a summer work jacket, appropriate hat and hat badge with variation in color to denote rank. In addition, on or about January 1 of each year, each employee will be issued a replacement of one (1) uniform shirt and one (1) pair of slacks. Replacement for the balance of items shall be made upon surrender of worn or damaged items. Request for such replacements shall be granted in a reasonable manner and on a timely basis.

Section 4 - Fire Unit Regulations: All regulations and rules of the Monroe County Airport Division of Fire Protection and Crash Rescue not covered in this contract shall be covered by a general or special order, or by its publication in the Monroe County Airport Division of Fire Protection and Crash Rescue Rule Book.

Section 5 - Out-Of-Title Assignment: Except in the event of a bonafide emergency, no employee shall be required to assume the duties of a higher classification except when directed in writing by his supervisor. In the event such out-of-title service exceeds one full pay period, the employee will commence receiving out-of-title pay for the balance of the assignment beginning with the expiration date of the one full pay period.

No supervisor shall assign an employee to out-of-title work except in the event of vacancy in an authorized position.

Out-of-title pay shall correspond to the salary step in the higher title which is immediately above the salary being received by the employee in his permanent classification plus one additional step.

Temporary out-of-title assignment in a lower title shall not result in a salary reduction. Out-of-title assignment shall be designated to the employee in writing setting forth the commencement date of the out-of-title assignment.

Assignment of out-of-title work shall be determined on the basis of seniority as well as suitability.

Any other claim by an employee that he is working out-of-title may be processed through the department head in a request for a job audit which shall be conducted by the Department of Civil Service/Personnel. Any employee contesting the findings of the Department of Civil Service/Personnel may appeal to the Monroe County Civil Service Commission whose determination shall be final.

ARTICLE XXXIV - SAFETY STANDARDS AND EQUIPMENT

Section 1 - The County shall establish minimum safety standards for motor vehicles used by the Monroe County Airport Divisions of Fire Protection and Crash Rescue. These standards shall be consistent with standards of the New York State Department of Motor Vehicles for comparable vehicles. There shall be annual inspections by a qualified mechanic to insure that these standards are being met.

Section 2 - The assigned driver of any County motor vehicle shall be able to notify the Shift Officer in charge or his designee of any dangerous conditions or vehicle defect in any piece of apparatus so that an inspection of the vehicle can be made by the Shift Officer and the findings of said inspection be entered in the daily log and if required, the vehicle be taken out of service until proper repairs can be made.

Section 3 - When a new fire vehicle, replacement vehicle or repaired vehicle is received in station or is repaired in quarters, the officer on duty shall inspect such equipment to insure that it is in proper working order. Said officer shall make or have made in the daily log a notation of the condition of the equipment.

ARTICLE XXXV - DISCIPLINARY PROCEDURE

Any employee who has completed his probationary period shall not be disciplined or discharged without just and sufficient cause.

The probationary period for permanent competitive employees shall be as set forth in Civil Service law. The probationary period for non-competitive or labor class employees shall be one (1) year.

Any employee who has completed his probationary period who is disciplined or discharged shall be served with a notice of the action taken and the specific reasons therefore. A copy of the notice of action shall be served simultaneously upon a representative of the local.

This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the County or his fellow employees, the employee may be suspended and the serving of the notice shall be waived for a period of forty-eight (48) hours.

Any such employee alleging that action taken was without just and sufficient cause shall have full recourse beginning at Step 3 of the Grievance procedure as set forth in Article XXXVI providing that such grievance is filed within ten (10) working days following the action being grieved.

The pendency of a grievance under this Article shall not restrict the County's right to take the action being contested by the employee.

ARTICLE XXXVI - GRIEVANCE PROCEDURE

Each employee shall have the right to present his grievance to representatives of the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to representation at all stages of the grievance procedure.

A grievance shall be defined as any claimed violation of this contract or of applicable laws, rules, procedures, regulations, administrative orders or work rules which relate to employee health, safety, physical facilities or equipment furnished to employees, provided however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, position classification, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, (or as to any matter which the County is without authority to act).

The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of.

STEP I: A grievance as defined hereinabove, between an employee or a group of employees and the County, shall be initiated in the first instance by the employee(s) involved and/or the employee(s) representative with the immediate supervisor of the department involved. The grievance shall be submitted in writing and signed by the aggrieved party, or in the event of a grievance on behalf of a group of employees, by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within ten (10) business days from its known occurrence.

The immediate supervisor shall serve a written reply to the aggrieved party or parties within three (3) business days of the submission of the grievance.

Step II: In the event the grievance is not disposed of under Step I, the aggrieved employee(s) may request a review of the grievance with the department head. Such request shall be submitted to the department head in the same manner provided for in Step I of the grievance procedure within five (5) business days of the conclusion of Step I.

The department head or his authorized designee shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their position.

The department head or his authorized designee shall serve a written reply to the aggrieved employee(s) within five (5) business days from the close of the hearing.

Step III: In the event the grievance is not disposed of under Step II of the Grievance Procedure, the aggrieved employee(s) may request a review of the grievance with the Manager of Labor Relations. Such request shall be submitted in the same manner provided for in Step II of the Grievance Procedure, and shall be submitted within five (5) business days from the conclusion of Step II. The Manager of Labor Relations shall serve a written reply to the aggrieved employee(s) within ten (10) business days following the request for review.

Step IV: In the event the grievance is not disposed of under Step III of the Grievance Procedure, the aggrieved employee(s) may submit the grievance to arbitration in the manner provided for below within five (5) business days from the conclusion of Step III.

The parties shall meet promptly for the purpose of attempting to select a mutually acceptable arbitrator to resolve the grievance. Should the parties be unable to agree upon a mutually acceptable arbitrator, a request from the grievance party shall be submitted to the New York State Public Employment Relations Board requesting a panel of five (5) names to be submitted to both parties to the dispute. The parties shall select an arbitrator from the panel submitted by alternately striking the name from the panel until one name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator, after reviewing oral and written statements presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. If a grievance concerns matters not specifically covered by this agreement or the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.

The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties, unless waived by mutual agreement for just and sufficient cause.

Nothing contained in this agreement shall be construed to deny any employee his rights or obligations under applicable New York State Civil Service Laws and regulations.

The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement. The parties agree to

pay the salaries and expenses of their respective witnesses and representatives.

The parties acknowledge that during the negotiations that preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by Law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the employer and the Association, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or any matter referred to or covered in this agreement.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO, THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW AND TO THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE COUNTY LEGISLATURE.

It is further agreed and understood by both parties that this agreement and all provisions herein are subject to all applicable laws, and in the event any provisions of this agreement are held to violate such laws, such provisions shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect, as if the invalid or illegal provisions had not been a part of this agreement.

APPENDIX "A"
1980
SALARY SCHEDULE

EFFECTIVE PAY PERIOD 1:

	"X"	"A"	"B"	"C"	"D"	"E"
FIRE CAPTAIN	13,244	13,642	14,472	15,336	16,233	16,995
FIREFIGHTER	12,432	12,787	13,603	14,383	15,200	15,983

1981

EFFECTIVE PAY PERIOD 1:

	"X"	"A"	"B"	"C"	"D"	"E"
FIRE CAPTAIN	14,039	14,461	15,340	16,256	17,207	18,015
FIREFIGHTER	13,178	13,554	14,419	15,246	16,112	16,942

1982

EFFECTIVE PAY PERIOD 1:

	"X"	"A"	"B"	"C"	"D"	"E"
FIRE CAPTAIN	14,601	15,039	15,954	16,906	17,895	18,736
FIREFIGHTER	13,705	14,096	14,996	15,856	16,756	17,620

EFFECTIVE PAY PERIOD 14:

	"X"	"A"	"B"	"C"	"D"	"E"
FIRE CAPTAIN	15,185	15,641	16,592	17,582	18,611	19,485
FIREFIGHTER	14,253	14,660	15,596	16,490	17,426	18,325

TERM OF AGREEMENT

This agreement shall become effective January 1, 1980 and terminate at the close of business on December 31, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

s/LUCIEN A. MORIN
County Manager

s/STEVEN E. STUDLEY
President

COUNTY OF MONROE

MONROE COUNTY AIRPORT FIREFIGHTER'S
ASSOCIATION, I.A.F.F., LOCAL 1636

STATE OF NEW YORK
COUNTY OF MONROE SS:
CITY OF ROCHESTER

On this ____ day of _____ before me, the subscriber, personally came Lucien A. Morin, to me known, who being by me duly sworn did depose and say that he resides in the County of Monroe, New York; that he is the County Manager of the County of Monroe, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided, and that he signed his name thereto by virtue of such authority.

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE SS:
CITY OF ROCHESTER

On this ____ day of _____ before me personally came Steven E. Studley, to me known, who being by me duly sworn, did depose and say that he resides in the County of Monroe, that he is the President of INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, LOCAL 1636, and that he signed his name thereto by virtue of such authority.

Notary Public