

AGREEMENT

BETWEEN THE

**ROME PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL #694 AFL-CIO**

AND

THE CITY OF ROME, NEW YORK

EFFECTIVE

JANUARY 1, 2009 - DECEMBER 31, 2010

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ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, by and between THE CITY OF ROME, NEW YORK, organized and existing under the laws of the State of New York, with its principal place of business located at City Hall, 198 North Washington Street, Rome, New York, hereinafter referred to as "Employer" and THE ROME PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL #694, AFL-CIO, ROME, NEW YORK, HEREINAFTER REFERRED TO AS "The Union".

WITNESSETH:

WHEREAS, it is the desire of the parties to provide fair and equitable hours, wages and working conditions and to establish, preserve and promote harmonious and mutually beneficial relations, now, therefore,

In consideration of the mutual promises hereinafter set forth, each party agrees as follows:

ARTICLE I – RECOGNITION

SECTION 1. UNIT.

Employer hereby recognizes the union as the exclusive collective bargaining agent of all personnel employed by the Fire Department of the City of Rome, New York, who shall have passed the Firefighter's Civil Service Examination except the Chief and the First Deputy Chief of the Fire Department. Employer shall be deemed to be represented by, as the case may be, the Mayor of the City of Rome, the Commissioner of Public Safety, subject to the limitations provided by law.

SECTION 2. RESPONSIBILITY OF UNION.

Union expressly agrees, as a condition of such recognition, not to discriminate with regard to the terms or conditions of membership because of race, creed, sex or national origin nor to discriminate in representation of all persons within the unit; whether member of the union or not; neither the union nor employees will engage in a strike, nor cause, instigate, encourage or condone a strike or other stoppage or slowdown of work.

ARTICLE II – CHECK OFF OF DUES

SECTION 1. PAYROLL DEDUCTION OF DUES.

The employer agrees to deduct, once each pay period, dues and assessments in an

amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each pay period, by the employer to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

SECTION 2. AGENCY SHOP.

All employees not members of the union shall become members or pay a service fee, in an amount equal to the union dues, each pay period.

SECTION 3. HOLD HARMLESS.

The Union shall indemnify the City and hold harmless the City from causes of action, claims, demands, losses or damages incurred as a result of this Article. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. Employer or any of its officers or employees shall not be liable for any delay in carrying out such deduction; and upon forwarding payment of deductions by mail to the assignee's last known address, the Employer and its officers and employees shall be released from all liability to employee-assignors and the assignees under such agreement.

ARTICLE III – MANAGEMENT RESPONSIBILITIES

Subject only to any specific limitations contained in the express terms of this Agreement or any supplement thereto, the normal functions of management and the direction of the working force including, but not limited to, the hiring of employees, the suspending, discharging or otherwise disciplining employees, the establishing of reasonable rules and regulations, the assigning of personnel and the scheduling of work, the determination of methods and the means of operation, and the control and regulation and use of all equipment, are exclusive functions of the City, provided that any claims of discriminatory promotion and of wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE IV – UNION BUSINESS

SECTION 1. DISCRIMINATION AND COERCION.

Neither employer nor any of its agents, servants or representatives shall discriminate against any member on account of his activities on behalf of the union or because of race, creed, color or national origin.

SECTION 2. UNION BUSINESS.

Employer shall permit Executive Board members designated by the Union for reasonable periods during working hours, to conduct affairs of the union so long as such business shall not interfere with the duties actively assigned to such officers on duty at any firehouse or to emergency situations.

SECTION 3. CONVENTIONS.

Union will designate delegates and time allowed for attending (both) State and International conventions and employer shall place three (3) delegates, during such period for four (4) days for State conventions and five (5) days for International conventions, on detached time with full pay. Such delegates must attend said conventions and Union shall decide in each year which convention it prefers to attend, State or International, but not both within a contract year. Notice of such conventions shall be given to employer at least sixty (60) days in advance of said convention.

SECTION 4. BULLETIN BOARDS.

It is agreed that the Union may use bulletin boards provided by the Employer for the purpose of posting Union notices to Union members provided such notices shall be clearly identified as Union notices. Employer further agrees to ensure that bulletin boards are provided at each work installation and that use of same is limited to Union business.

SECTION 5. TIME OFF.

The employer agrees that during working hours, whether on or off its premises, and without loss of pay or benefits, accredited Union representatives shall be allowed to investigate and process grievances; post Union notices; distribute Union literature, solicit Union membership during other employees' non-working time; attend negotiation meetings, transmit communications authorized by the local Union to its officers, to the City or its representatives; consult with the City, its representatives, local union officers, or other union representatives concerning the enforcement of any provisions of this Agreement; attend local Union meetings, regular or special; attend executive board meetings, regular or special; attend district meetings; attend legislative conferences; attend AFL-CIO conferences and seminars; attend all seminars, workshops and conferences of the State Public Employment Relations Board. It is further agreed, that each member attending a convention, seminar or legislative conference pursuant to this article, shall report for duty at his next regularly scheduled work day at 8:00 a.m. without regard to his actual return to the City of Rome. However, on all other meetings, each member scheduled for duty shall return to duty within one (1) hour after his return to the City of Rome.

SECTION 6. NO SOLICITATION.

The Union agrees that its officers, agents, affiliated organizations and members

will not solicit merchants, residents or citizens located within the City of Rome for contributions or donations without prior approval of the Mayor.

ARTICLE V – DEFINITIONS

SECTION 1. WORK DAY.

“Work Day” or “Working Days” means twenty-four (24) consecutive hours commencing at 8:00 a.m.

SECTION 2. WORK YEAR.

“Work Year” means the number of working hours per week times fifty-two (52) weeks; no more than eighty-seven (87) work days per year.

SECTION 3. OVERTIME PAY.

“Overtime Pay” means the rate of one and one-half times the hourly rate or daily rate. A minimum of two (2) hours of pay at the overtime pay rate shall be given each employee for every call back, whether said amount of time is worked or not. Overtime will be calculated in six (6) minute intervals. This provision does not modify the City’s duty to compensate employees for a minimum of two (2) hours for call backs.

SECTION 4. HOURLY RATE.

Hourly rate shall be determined by dividing the annual salary per pay plan plus differential, but not longevity, by the number of working days and the quotient divided by twenty-four (24) hours.

SECTION 5. DAILY RATE.

Daily rate shall be determined by dividing the annual salary per pay plan plus differential, but not longevity, by the number of working days in the year.

SECTION 6. VACATION.

As used in this Agreement, working days for terms of vacation includes a twenty-four (24) consecutive hour day.

SECTION 7. NORMAL WORK DAY.

In general, the normal work day for full duty would be as follows:

8:00 a.m. – 12:00 noon	normal work duty
11:30 a.m. – 12:00 noon	prep crew for lunch
12:00 noon – 1:00 p.m.	lunch
1:00 p.m. – 5:00 p.m.	normal work duty

With regards to the remaining work hours set forth herein, it is understood that these times are approximate only, and if members are in the course of duty such as training, inspecting, cleaning, etc., they are generally to complete their assignment, if reasonable, in spite of the hours listed above. However, no officer should commence duties or assignments with full knowledge that they cannot be completed within these times.

At no time will firefighters be required to perform painting outside the firehouse. Painting of the interior of the firehouse(s) shall be by volunteers only.

ARTICLE VI – CLOTHING ALLOWANCE

SECTION 1. WORK UNIFORMS.

Employer shall provide each employee with an annual clothing and equipment allowance to order uniforms and/or other work related equipment with the prior approval of the Chief. The allowance shall be equal to the value of two (2) uniforms.

SECTION 2. UNUSABLE UNIFORMS.

In addition to any clothing allowance, employees shall have replaced, at no cost to them, uniforms rendered unusable in line of duty.

SECTION 3. LOSS ITEMS.

In the event an employee, in the line of duty, suffers the loss of his eyeglasses or lenses, or dentures, or other similar prosthetic device, employer will replace the same at no cost to the employee. Employee shall present to employer such receipts as shall evidence the replacement cost of the lost item.

SECTION 4. CLEANING ALLOWANCE.

The employer agrees to pay each employee, in addition to other compensation, a total of three hundred twenty-five dollars (\$325.00) per annum for cleaning of his work and dress uniforms, and for maintenance of his work and dress uniforms to ensure proper fit and appearance. Payment to be paid to each employee on the nearest pay period to February 1st of each year. The parties hereto acknowledge that the cleaning allowance compensates employees for expenses incurred in the preceding year. If an employee did not work the entire preceding year, his clothing allowance will be reduced to a pro rata basis for each month he was out of work.

ARTICLE VII – HOLIDAYS

SECTION 1. HOLIDAYS.

The employer will grant as follows: New Year’s Day, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. Said holidays will equal three (3) working days. Said holidays to be as follows:

<u>HOLIDAY</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
NEW YEAR’S DAY	JAN. 1	JAN. 1	JAN. 1
LINCOLN’S BIRTHDAY	FEB. 12	FEB. 12	FEB. 12
WASHINGTON’S BIRTHDAY	FEB. 20	FEB. 22	FEB. 22
MEMORIAL DAY	MAY 29	MAY 25	MAY 31
INDEPENDENCE DAY	JULY 4	JULY 4	JULY 4
LABOR DAY	SEPT. 4	SEPT. 7	SEPT. 6
VETERAN’S DAY	NOV. 10	NOV. 11	NOV. 11
THANKSGIVING DAY	NOV. 23	NOV. 26	NOV. 25
CHRISTMAS DAY	DEC. 25	DEC. 25	DEC. 25

Additionally, Columbus Day and Election Day will be treated as Sundays as per Article XVI, Section 3.

MEMBER’S BIRTHDAY – On or before January 15th of each year, each platoon will, in writing to the Chief of the Fire Department, pick a day for the year to represent the employee’s birthday. Said birthday shall be treated as a Sunday as per Article XVI, Section 3.

Holidays on Saturdays will be observed on Saturday, Sunday will stay Monday.

ARTICLE VIII – SICK LEAVE

Sick leave shall continue to be unlimited. However, in case of a dispute as to any abuse of sick leave, the Chief shall have authority to make a personal visit to the employee to determine to his/her own satisfaction, the employee’s condition. If an employee has taken three (3) single days sick leave within a six (6) month period without a doctor’s certificate, the employee will be counseled and a record of counseling made in his/her personnel file. After that he/she may be asked for a doctor’s certificate for a period of one (1) year or may be required to be examined by a city doctor for a period of one year at city expense. The employee has the right upon his/her request to have the city doctor consult with his/her doctor.

When sick leave is utilized, the employee shall not be permitted to work for any outside employer or within a self-employed capacity.

If injured through other gainful employment, either self-employed or otherwise, an employee may take sick leave for up to six (6) months. For every year over five (5) years of service one (1) additional month will be granted to a total of one (1) year. Years of service to be computed from date of hiring.

An employee who becomes pregnant or if the spouse of an employee becomes pregnant, or if an employee adopts a child, the employee may take up to a six (6) month leave of absence, without pay, for the first such pregnancy or adoption, and up to three (3) month unpaid leave of absence for any subsequent pregnancy or adoption. An employee who takes such a leave of absence shall continue to accrue seniority and medical benefits, but holidays, vacations and other similar benefits shall be pro-rated in accordance with the term of the leave.

Sick Leave Incentive. Employees will be paid six hundred dollars (\$600.00) if no sick leave is used for the entire calendar year. Also, employees will be paid three hundred dollars (\$300.00) for not exceeding up to one (1) full day of sick leave during the calendar year. Employees will be paid zero dollars (\$0) if two (2) or more days of sick leave are used. Said Sick leave incentive is not retroactive to January 1, 2009.

ARTICLE IX – VACATIONS

SECTION 1. ENTITLEMENT.

All employees are entitled to vacation based upon years of service as follows:

- (a) one to five (1 - 5) years service entitled to four (4) work days;
- (b) five to fifteen (5 - 15) years service entitled to six (6) work days;
- (c) over fifteen (15) years service entitled to eight (8) work days;
- (d) over twenty (20) years service entitled to nine (9) work days.

Eligibility of employees as to number of days of vacation shall be determined as of September 1st of each year. The vacation schedule for the upcoming year shall be posted no later than November 1st.

SECTION 2. TERMINATION.

All years of service will be recognized. On termination for any other reasons than retirement, permanent disability or death, the following schedule shall be adhered to, based on the calendar year.

Less than three (3) months
Three (3) to six (6) months
Six (6) to nine (9) months

Zero (0) vacation days
Twenty percent (20%) vacation days
Fifty percent (50%) vacation days

Over nine (9) months

One hundred percent (100%) vacation days

Full vacations will be compensated to employees whose employment is terminated due to retirement, disability retirement, or death for that calendar year.

ARTICLE X – SPECIAL LEAVE

SECTION 1. BEREAVEMENT LEAVE.

All employees shall be granted bereavement leave in the case of the death of a spouse, child, mother, father, brother, sister, present mother-in-law, present father-in-law, grandparent or grandchild provided that the member is living with his wife at the time of the death of any of the wife's relatives. Leave will also be granted in the event of the death of a foster or step relative who are in the same relationship with the member as a direct relative listed above. Bereavement leave shall not exceed two (2) working days and the employee must attend the funeral himself or the claim will be disallowed.

Any member will be granted a bereavement leave for the day of the funeral of a blood relative, not covered by the provisions of the preceding paragraphs, who was residing with the member of the Department at the time of death, to attend the funeral, and it is conditioned on the fact that he must attend the funeral. Any member will be granted a bereavement leave day for the day of the funeral of a brother-in-law, sister-in-law.

SECTION 2. CANCER SCREENING LEAVE.

Each employee shall be granted two (2) hours of paid leave on a calendar year basis. Said special leave can be used solely for the employee to have a mammogram or other exam or screening designed to detect breast cancer or for the employee to have an

exam or screening designed to detect prostate cancer. Said special leave shall be provided to an employee upon receipt of written verification from the medical provider that said exam has occurred. Said special leave shall be in addition to any other paid or unpaid leave as set forth in this Agreement. If not used during any vacation year, said leave shall expire and shall not be cumulative.

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ARTICLE XI – VACANCIES

When a vacancy occurs in a competitive class of the City of Rome Fire Department, and Civil Service eligibility list is in existence for the particular grade in which the vacancy exists, it shall be filled within thirty (30) days on promotional vacancy, and sixty (60) days on appointment to the department, unless otherwise agreed

to by both parties herein. All vacancy time periods shall be computed from the original vacancy.

ARTICLE XII – HOSPITALIZATION

SECTION 1. MEDICAL PLAN.

For all employees hired prior to ratification of this contract, said date being _____, the Employer will provide, at no cost to the employee, (provided, however, that any employee permanently hired after December 31, 1984, shall contribute twenty-five (25%) percent of the cost of the health plan) a single contract, with or without dependents, and a family contract providing full medical surgical and major medical benefits under the Blue Cross/Blue Shield Ultra Blue 17 and Major Medical expense program supplemental to Blue Cross and Blue Shield. Also Optional Vision Endorsement and improved Optional Dental Endorsement. Under the Dental Endorsement, there will be a cap of one thousand two hundred fifty dollars (\$1,250.00) in benefits to be paid out during a contract year per employee and per each dependent of said employee.

For any individual hired prior to the ratification of this contract, said date being _____, the Employer will provide, at no cost to the retiree (providing, however, that any member permanently hired after December 31, 1984, and who thereafter retires, shall contribute twenty-five percent (25%) of the cost of the Health Plan) a single contract, with or without dependents and a family contract providing full medical surgical and major medical benefits under the Blue Cross/Blue Shield Ultra Blue 17 and Major Medical expense program supplemental to Blue Cross and Blue Shield. Also Optional Vision endorsement and Optional Dental endorsement. Under the dental endorsement there will be a cap of one thousand two hundred fifty dollars (\$1,250.00) in benefits to be paid during a contract year per employee and per each dependent of said employee.

The City shall have the option of changing health insurance carriers provided that the new carrier offers all the benefits now being provided at the same level or better.

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For all employees hired after January 1, 2001 the employee will contribute twenty percent (20%) of all covered medical expenses subject to a coinsurance provision which are incurred during each calendar year, up to a yearly maximum of two thousand dollars (\$2,000.00). After the yearly maximum is met, the employer will pay one hundred percent (100%) of the covered medical costs for the remainder of the calendar year. New employees hired after January 1, 2001, will not be entitled to a lifetime coinsurance maximum.

A fifteen dollar (\$15.00) co-pay (with deductible) shall be applied for any brand name prescriptions filled. There shall be no co-pay under this section in the following circumstances: 1) where prescriptions are filled with the generic equivalent; 2) when there is no generic equivalent available; and/or 3) where a physician has specified that the brand name prescription be "dispensed as written".

Any employee hired after the ratification of this contract, said date being _____, will be enrolled in the Blue Cross/Blue Shield Blue Plan Option J, also referred to as the Preferred Provider Organization Plan ("PPO"), to the extent s/he receives health insurance through the City. Employees hired after the ratification date of this Agreement will not be eligible for the previous Blue Cross/Blue Shield Ultra Blue 17 and Major Medical expense program supplemental to Blue Cross and Blue Shield Plan.

Any employee who was hired prior to the ratification of this contract, and who wishes to transfer from the Blue Cross/Blue Shield Ultra Blue 17 and Major Medical expense program supplemental to Blue Cross and Blue Shield Plan to the Blue Plan Option J/PPO Plan, shall receive a one time incentive payment of Five Hundred (\$500.00) Dollars. Employees who elect to change plans to the PPO Plan will not be allowed to switch back to their previous plan, once enrolled in the PPO Plan.

SECTION 2. WAIVER OF CITY OF ROME HEALTH INSURANCE BENEFITS.

Effective January 1, 1995, the City will pay in a single payment on the first payday of December of each year of the contract period a lump-sum payment to any active employee who would qualify for coverage under the City Health Insurance Plan, providing that the employee does not join the Plan, or if previously covered, has terminated coverage for a period of eleven (11) consecutive months prior to December of any year. The lump-sum payment will reflect the type of coverage the employee has opted to waive; individual or dependent/family. Waivers must be signed during the open enrollment period, during which period any employee who has previously waived coverage may re-enroll.

Lump-Sum Payment Schedule:

Individual/single:	Seven hundred dollars (\$700.00)
Dependent/family:	One thousand one hundred dollars (\$1,100.00)

Employees who opt to join/rejoin the insurance program after having opted out of it for five (5) successive years shall return at the then existing rate of contribution. To

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qualify for insurance benefits at time of retirement, an employee must be part of the City's insurance program for a minimum of one (1) year immediately prior to his date of retirement, subject to the requirements of the insurance carrier.

ARTICLE XIII – LIFE INSURANCE

Employer shall provide a group life insurance policy on the life of the employee in the sum of twenty five thousand dollars (\$25,000.00), effective on or before May 1, 1992. It shall, in addition, offer a group insurance policy on the employee's spouse in the sum of four thousand dollars (\$4,000.00) and the employee's eligible dependents in the sum of one thousand dollars (\$1,000.00).

Upon retirement, employer shall provide, at present level of cost to the retiree, a group life insurance policy on the life of the retiree in the sum of four thousand dollars (\$4,000.00), and a group insurance policy on retiree's spouse in the sum of two thousand dollars (\$2,000.00), and the retiree's eligible dependents in the sum of one thousand dollars (\$1,000.00) at present cost to employee. Future cost increases or decreases will be shared equally between the employer and retiree.

ARTICLE XIV – PENSIONS

Effective April, 1984, the employer shall provide to all employees the Twenty Year Plan established in Section 384d, the Twenty-five Year Plan and the Fifty-five Year Plan established in Section 375, New York State Police and Fireman's Retirement System. The employer shall provide to all then current employees the opportunity to join Section 384-e of the New York State Police and Fire Retirement system during the period from January 1, 1999 until December 31, 1999.

ARTICLE XV – OUT OF TITLE WORK

SECTION 1. PER DIEM.

Any member assigned to perform duties out of title in a rank higher than his permanent rank shall be compensated for such performance on a per diem basis which increase pay shall reflect the differential between the employees regular pay and the pay which would be received in the higher position in accord with the provision of the City of Rome pay plan. A firefighter replacing any officer and a lieutenant or captain acting as Deputy Chief, are considered out of title work. A lieutenant replacing a Captain is not considered out of title work. Also, a firefighter shall be paid a Lieutenant pay when working out of title even if he is replacing a Captain.

Effective upon ratification and execution of the 2003 – 2005 agreement, the employer agrees to pay in addition to other compensation, sixty dollars (\$60.00) per day to two (2) EMT's assigned to Rescue #1.

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SECTION 2. ASSIGNMENTS.

Assignments of duty shall be in accord with the following system:

- (a) In the event of a long term illness or vacancy, the vacancy shall be filled by a person from the top three positions on an eligibility list for that position. Long term illness or vacancy will be considered ten (10) working days or more.

Effective upon the ratification and execution of the 2003 – 2005 agreement, the parties agree to negotiate the terms of this sub-part to conform to current and applicable laws.

- (b) In case of an emergency involving any one (1) day, a man shall be picked from the working shift who is on an eligible list.
- (c) In case there is no person on an eligible list working the day of emergency, the Fire Chief shall pick a person at his discretion. Compensation for out of title work as provided above shall be paid on a monthly basis.

ARTICLE XVI – WORKING CONDITIONS AND OTHER RELATED MATTERS

SECTION 1. OVERTIME PAY.

If, because of an emergency or call back, an employee who works more than his normal tour of duty in any week, other than as scheduled, he shall be paid one and one-half (1 ½) times his hourly rate for such work. If an employee is called back to work after having completed his shift or tour of duty he shall receive a minimum of two (2) hours work and two (2) hours pay at a rate of time and one-half. All employees shall be called back during an emergency before aid is requested from other fire units, except Lake Delta and their territory and Stanwix Heights and their territory and New London and their territory. The amount of pay for such overtime shall be determined from definitions within this contract. All overtime, out-of-title, rescue pay entitlements and N.E.C. payments will be paid on the second pay in the month after which such time is accrued. The payroll clerk from the Fire Department shall be responsible for separating these out at the end of each month. N.E.C. and out-of-title pay is to be lumped into one account; overtime pay to be stated separately.

SECTION 2. PERSONAL “MAN FOR MAN” LEAVES.

Personal “Man for Man” leaves shall be continued and such leaves shall be submitted to the Deputy Chief in charge of the Department on the day submitted. Such leaves shall be subject to the approval of the Chief. All approved “Man for Man” leaves will be considered as an official change in his work schedule.

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SECTION 3. HOLIDAYS.

On all Sundays and Holidays as designated in this Agreement, all employees shall be excluded duties other than normal housekeeping duties and responding to fire alarms and fighting fires. In addition, employees will not be required to perform outside duties in inclement weather, except where necessity requires it, except when their training is already in session, and then to be terminated at the commanding officer’s discretion. However, on Sundays, members may be required to perform the duties of shoveling hydrants and/or training.

SECTION 4. THANKSGIVING, CHRISTMAS & EASTER.

On the holidays of Thanksgiving, Christmas and Easter, on-duty firemen and officers will be permitted to eat with their family at home, and be granted two (2) hours time off for said purpose.

SECTION 5. PERSONNEL RECORD.

All employees shall be given a copy of any report which is to become a part of the employee's permanent personnel record. Such reports shall include, but not be limited to, injury reports and any reports which might be used by the City in any future disciplinary proceeding. A copy of all such reports shall be given to the employee within five (5) days after the end of each month.

SECTION 6. LAWSUITS.

The employer agrees to represent and to indemnify and hold harmless its employees from any claim and/or judgment in any state or federal court or before any administrative agency or other tribunal, where the employee was acting within the scope of his public employment or duties. This obligation on the part of the employer shall include, but not be limited to, instances whereby an employee is using his own motor vehicle while on duty on behalf of the employer and any claim arising from any action of the employee in the line of duty.

SECTION 7. RELIEF TIME.

Employer recognizes that in cases of fires of long duration, that is four to five hours, relief for meals will be allowed at the discretion of the commanding officer.

SECTION 8. SICK LEAVE – VACATION TIME.

In the event that an employee becomes sick just prior to scheduled vacation, the employee may request sick leave for that period of time that he is under actual care by his physician, and such time off will be credited to sick leave, rather than to his vacation time.

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SECTION 9. NON-EMERGENCY CALL BACKS.

Only at the discretion of the Chief of the Fire Department may a Firefighter be called into work during his off-duty trick or day in which he will receive his daily rate, not time and one half. This clause is to involve non-emergency call backs only. It is not to be construed as minimum manning. The Chief of the Fire Department shall select Firefighters for non-emergency call back based on the rotation of a list, said list to be kept and maintained by the Chief.

SECTION 10. POSTING JOB ASSIGNMENTS.

Job Assignments will be posted per specifications drawn by the Fire Chief and eligible employees may request such assignments in writing. The Fire Chief may consider such request in making of assignments at his/her discretion. A person who has bid on and been accepted for a job assignment shall be prohibited from bidding on another position for a period of one (1) year from the date of assignment.

For a one (1) year period (hereinafter referred to as "Trial Period"), beginning upon the ratification and execution of the 2003 – 2005 agreement, if less than two (2) employees request said assignment, the Fire Chief may consider such request in the making of assignments at his/her discretion. If two (2) or more persons request said assignment, the Fire Chief will choose a qualified individual from the eligible list at his/her discretion. However, alternatively, in the event where two (2) or more persons request said assignment, the Fire Chief may, in the best interests of the department and after providing a legitimate explanation to the Unit President, choose an individual who has not bid for said assignment and/or is not on an eligible list in his/her discretion.

After the expiration of said one (1) year Trial Period both parties may mutually agree to continue the terms of the Trial Period pursuant to an addendum to the agreement. If there is no mutual agreement after said one (1) year Trial Period, said parties agree to negotiate in good faith the terms of this section for a period not to exceed six (6) months. If there is no mutual agreement at the expiration of said six (6) month period, or if mutually agreed to prior to the expiration of the six (6) month period, the parties shall submit the matter to a mediator for resolution. The provisions of the Trial Period shall remain in effect until resolved by the mediator.

SECTION 11. DRUG AND ALCOHOL TESTING POLICY.

The parties agree to negotiate and settle upon a mutually acceptable drug and alcohol testing policy ("Policy") prior to the end of calendar and contract year 2003, subject to six (6) month extensions at the request of either party. Upon acceptance by the Union and the City, the terms and conditions of said Policy shall be incorporated in this Agreement by this reference.

SECTION 12. MINIMUM STAFFING.

There will be seventeen (17) firefighters on duty every day. This section does not

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establish any minimum manning for the department as a whole, but instead only establishes minimum manning for each shift. This section is only effective during the term of the January 1, 2009 until December 31, 2010 agreement, and shall expire on December 31, 2010 or upon ratification of a new collective bargaining agreement, whichever is later.

SECTION 13. GRACE PERIOD FOR RENEWING EMT CARD.

Employees who must maintain an EMT card shall make a good faith effort to prevent their EMT license from lapsing by becoming enrolled and active in an EMT class prior to the expiration of their license. In the event that an employee is unable to renew

their license before the expiration thereof, they shall be granted a three (3) month grace period in which to become enrolled and active in an EMT class. However, during said three (3) month grace period, the employee shall forfeit their EMT per diem pay for the time period they are without a license and shall forfeit the annual EMT pay under the terms of this agreement. The forfeiture of the annual EMT pay shall not apply if an employee is enrolled and active in an EMT class at the time their license lapses. The Chief may, in extreme circumstances, extend the grace period beyond three (3) months. Said grace period does not supersede the civil service requirements of a promotional exam.

SECTION 14. TRAINING CLASSES AND ASSOCIATED COMPENSATION.

The following conditions shall apply to training classes and associated compensation:

- (a) If a course is eight (8) hours or less and the employee attends said course, the employee will be compensated for "additional time" at one and one half (1 ½) times his/her hourly rate.
- (b) If a course is more than eight (8) hours, the employee will be compensated for "additional time" with "comp time" at one and one half (1 ½) times his/her hourly wage.
- (c) For the purposes of this section, the term "additional time" is defined as time spent attending a course when the employee was not regularly scheduled to work.
- (d) As provided hereinafter in this section, "comp-time" will be paid by the last pay period of the calendar year in which the time is earned. Payment may be either in monetary form at the straight time rate or by means of additional time off.
 - (i) If an employee is entitled to less than twenty four (24) hours of "comp time", he/she must get time off in increments of at least twelve (12) consecutive hours. Any balance due of less than twelve (12) hours must be paid at the straight time rate.

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- (ii) If an employee is owed more than twenty four (24) hours of "comp time", he/she must get time off in increments of no less than a full shift. Any remaining balance will be paid at the straight time rate.
 - (iii) Employees may take "comp time" in increments shorter than those stated in paragraphs "i" and "ii" above, upon mutual agreement of the employee and the Fire Chief or his/her designee.
- (e) All classes must be attended and the course must be successfully completed.

- (f) All classes must be authorized by the Fire Chief or his/her designee.
- (g) For the purposes of this section, Recruit training and the First Line Supervisors Training Program are to be considered as changes in the work schedule and shall not be construed as entitling attendees in said programs to comp time.
- (h) For the purposes of this section, any new recruits hired after ratification of this contract, said date being _____, will attend the initial EMT class at the straight time hourly rate and not be entitled to any "additional time" or "comp time".

SECTION 15. OVERTIME POLICY.

The parties agree that an overtime policy will be negotiated between the Union and the Fire Chief.

SECTION 16. 207-a POLICY.

The parties agree to negotiate a mutually acceptable 207-a policy.

ARTICLE XVII – SAFETY

SECTION 1. SAFETY COMMITTEE.

The employer agrees to cooperate with the association safety committee. The committee shall serve in an advisory capacity at no cost to the City. The committee members shall not perform committee function on City time.

ARTICLE XVIII – GRIEVANCE PROCEDURE

Should any employee or group of employees feel aggrieved as a result of a condition arising out of the employee-employer relationship, including the claim of unjust discrimination on any matter or condition affecting health and safety beyond those normally encountered in all phases of firefighting, adjustment shall be sought as follows by the employee, with the assistance of the Union.

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Step One: The matter shall first be discussed orally with the employee's immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance. The supervisor shall attempt to adjust the matter.

Step Two: If the grievance still remains unadjusted as a result of this meeting, within ten (10) working days, excluding weekends and holidays, it shall be presented in writing to the Chief of the Fire Department. The Chief shall arrange such meetings and conduct such an investigation as deemed necessary to respond to the grievance. He shall respond in writing within ten (10) working days of the receipt of the written grievance.

Step Three: If the grievance still remains unadjusted at this time, it shall be presented by either the Union or the grieved employee in writing within ten (10) working days after the response of the Fire Chief is received. The Mayor or his designee shall schedule a hearing on the grievance within ten (10) working days of the receipt of the grievance, unless an extension thereof is mutually agreed to by the two parties. A written answer shall be submitted to the grievant no later than fourteen (14) days following the final date of the hearing.

Step Four: If the grievance is still unsettled, either party may request arbitration by written notice to the other party, said notice to be given within fifteen (15) days of the Union's receipt of the Step Three answer.

- (a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within seven (7) working days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the employer and the Union shall make a selection in accordance with the Board's rules of procedure.
- (b) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- (c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.
- (d) Fees and expenses for the arbitrator selected shall be borne equally by the employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
- (e) Failure to process the grievance within the time limits established in the preceding sections presumes that it has been abandoned. Failure on the part of the Fire Department's representatives to answer the grievance in the limits established in the preceding sections presumes that the claim in the grievance is sustained and that the satisfaction requested will be provided.

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The time limits specified in the preceding sections may be extended by agreement of both parties.

- (f) There shall be no limit to the subject matter of a grievance.
- (g) No settlement of a grievance presented by an employee shall contravene the provisions of this agreement.

ARTICLE XIX - WAGES

SECTION 1. SALARIES.

The parties agree to amend the wage schedules to reflect the following increases:

- Effective January 1, 2009: Three and one quarter percent (3.25%) to be paid retroactively.
- Effective January 1, 2010: Two percent retroactively. (2.00%) to be paid

SECTION 2. TOP PAY ON PROMOTION.

An employee promoted shall receive top pay from time of promotion.

SECTION 3. COMPETITIVE POSITIONS.

The positions of fireman/mechanic and fire equipment supervisor shall be competitive upon any vacancy.

Effective January 1, 1989, the position of fireman/mechanic shall receive an additional five hundred dollar (\$500.00) stipend.

SECTION 4. LONGEVITY BENEFITS.

Employer will pay for past faithful service as follows: Six hundred dollars (\$600.00) for completion of five (5) consecutive years of service; Seven hundred dollars (\$700.00) for completion of ten (10) consecutive years of service; Nine hundred fifty dollars (\$950.00) for completion of fifteen (15) consecutive years of service; One thousand seventy-five dollars (\$1,075.00) for completion of twenty (20) consecutive years of service. Said payments are to be retroactive to January 1, 2006.

Entitlement to longevity pay shall be computed as of the anniversary date of appointment and entitlement is for past service, not for future service, and is payable in such event on the nearest pay period to December 1st of each year. If anniversary date is subsequent to said December pay period, but prior to January 1st, then it shall be paid in December of said year in spite of the fact that the anniversary date is after December 1st pay period.

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Although longevity pay is for past service, in the event of a voluntary separation, retirement, or termination from service or if discharged or fired by the employer, the amount of longevity pay will be pro-rated as to the months of service during said calendar year. If a member dies, becomes permanently disabled or is a mandatory retiree or any other non-voluntary type of separation, retirement or termination not previously provided for herein, he shall receive the full amount of longevity pay. As of January 1, 1992, all retiring firefighters shall be paid full longevity benefits at the time of retirement.

SECTION 5. COLLEGE INCENTIVE CREDITS.

The employer agrees to pay, in addition to other compensation, a total of One Hundred and Fifty dollars (\$150.00) for completion of thirty-two (32) hours of college credit toward a Fire Science degree. Upon completion of an Associate Degree in Fire Science, a total of Two Hundred and Fifty dollars (\$250.00) shall be granted to each eligible Firefighter.

SECTION 6. EMERGENCY MEDICAL TECHNICIANS.

The employer agrees to pay in addition to other compensation, a total of three hundred twenty five dollars (\$325.00) effective January 1, 2000, to any employee who is certified by the State of New York as an Emergency Medical Technician (EMT). In addition thereto, the City agrees to pay the cost of tuition and books required for any training and refresher courses.

Entitlement for said pay is due to employee upon qualifying prior to September 1st of year payment is made. The payment shall be paid on the nearest pay period to December 1st of each year. Proof of successful completion of courses will be required.

SECTION 7. RETIREMENT INCENTIVE BONUS.

The City shall make a retirement incentive available effective upon membership ratification of this tentative agreement to all members of the bargaining unit based upon the applicable retirement schedule. For purposes of retirement incentive payments only, all members of the bargaining unit shall be entitled to the following:

- Twenty (20) years - Six thousand dollars (\$6,000.00)
- Twenty-one (21) years - Three thousand dollars (\$3,000.00)
- Twenty-two (22) years - Two thousand dollars (\$2,000.00)
- Twenty-three (23) years - One thousand dollars (\$1,000.00)

ARTICLE XX – SAVINGS CLAUSE

All conditions or provisions beneficial to employees, not in effect, which are not specifically changed elsewhere in the agreement, shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Union. Such condition or provision shall be refined as those practices which are now in effect, for one year preceding the effective date of this agreement.

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This agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances, and Local laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law or this agreement. In the event any provisions of this agreement are inconsistent with any general, special, local law or ruling of the State Department, any such provision shall be of no effect.

ARTICLE XXI – LEGISLATIVE ACTION

SCHEDULE "A"

	% OF INCREASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
2005 BASE		30,592	36,590	39,424	43,223	47,027
01/01/06	3.85%	31,770	37,999	40,942	44,887	48,838
01/01/07	3.85%	32,993	39,462	42,518	46,615	50,718
01/01/08	3.85%	34,263	40,981	44,155	48,410	52,670
01/01/09	3.25%	35,377	42,313	45,590	49,983	54,382
01/01/10	2.00%	36,085	43,159	46,502	50,983	55,470

SCHEDULE "B"

	% OF INCREASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	6TH YEAR
2005 BASE		30,592	37,870	40,805	43,165	45,618	47,027
01/01/06	3.85%	31,770	39,328	42,376	44,827	47,374	48,838
01/01/07	3.85%	32,993	40,842	44,007	46,553	49,198	50,718
01/01/08	3.85%	34,263	42,415	45,702	48,345	51,092	52,670
01/01/09	3.25%	35,377	43,793	47,187	49,916	52,752	54,382
01/01/10	2.00%	36,084	44,669	48,131	50,914	53,807	55,470

THE ABOVE SCHEDULE "B" APPLIES TO ALL FIREMEN HIRED AFTER 6/30/00.

LIEUTENANT &

FIRE EQUIPMENT MECHANIC

	TOP PAY
2005 BASE	52,242
01/01/06	54,253
01/01/07	56,342
01/01/08	58,511
01/01/09	60,413
01/01/10	61,621

DEPUTY CHIEF		TOP PAY
2005 BASE		60,899
01/01/06	3.85%	63,244
01/01/07	3.85%	65,678
01/01/08	3.85%	68,207
01/01/09	3.25%	70,424
01/01/10	2.00%	71,832

FIRE FIGHTER MECHANIC		TOP PAY
2005 BASE		48,834 +\$500
01/01/06	3.85%	50,714 +\$500
01/01/07	3.85%	52,667 +\$500
01/01/08	3.85%	54,694 +\$500
01/01/09	3.25%	56,472 500
01/01/10	2.00%	57,601 500

CAPTAIN		TOP PAY
2005 BASE		56,377
01/01/06	3.85%	58,548
01/01/07	3.85%	60,802
01/01/08	3.85%	63,142
01/01/09	3.25%	65,194
01/01/10	2.00%	66,498

FIRE CHIEF		TOP PAY
2005 BASE		77,338
01/01/06	3.85%	80,316
01/01/07	3.85%	83,408
01/01/08	3.85%	86,620
01/01/09	3.25%	89,435
01/01/10	2.00%	91,224

1ST DEPUTY CHIEF		TOP PAY
2005 BASE		66,862
01/01/06	3.85%	69,436
01/01/07	3.85%	72,109
01/01/08	3.85%	74,886
01/01/09	3.25%	77,320
01/01/10	2.00%	78,866

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXII – ENTIRE CONTRACT

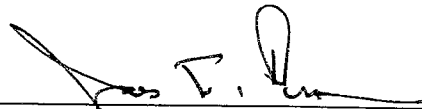
The foregoing constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this agreement or not, for the term of this agreement. No verbal statement or other amendment except an amendment mutually agreed upon by the parties and in writing, and annexed hereto, designated as an amendment to this agreement, shall supersede the provisions herein.

This agreement shall become effective retroactively to January 1, 2006, upon ratification by both the Union membership and the City of Rome, and shall terminate on December 31, 2008. ²⁰⁰⁹ *J*
2010 *J*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 17 day of Aug 2010.

THE CITY OF ROME, NEW YORK

(SEAL)


BY: **JAMES F. BROWN, MAYOR**

ROME PROFESSIONAL FIREFIGHTERS ASSOCIATION

(SEAL)


BY: **TIMOTHY RAMOS, UNIT PRESIDENT**

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PURSUANT TO SECTION 171 OF THE CITY CHARTER, I HEREBY CERTIFY THAT THE CITY OFFICER WHO ENACTED THE SUBJECT CONTRACT ON BEHALF OF THE CITY OF ROME HAD AUTHORITY AND POWER TO SO ACT AND THAT SUCH CONTRACT IS IN PROPER FORM AND IS PROPERLY EXECUTED.

BY: _____
DIANE MARTIN GRANDE
CORPORATION COUNSEL