

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

July 1, 2021 to June 30, 2026

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1 **ARTICLE 1 UNION RECOGNITION**

2
3 **Section 1 - (Unit Definition)**

4 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of
5 establishing salaries, hours and other conditions of employment for all members of the following
6 bargaining unit:

7 Uniformed members of the fire fighting force in the ranks of Fire Fighter; Lieutenant; Captain;
8 Battalion Chief; with the exception of employees designated as managerial or confidential
9 pursuant to a written agreement by the parties or by a Decision or Order of the Public Employment
10 Relations Board.

11
12 **Section 2 - (Change in Membership Status)**

13 An employee holding a position in the bargaining unit described in Section 1, above, may only change
14 his/her Union membership in conformance with the rules and procedures established by the Union.
15 Following any request by an employee to change his/her membership status, the Union shall provide
16 written notice to the City of any approved membership status change, with a copy provided to the
17 employee. If the change in status is an employee withdrawing from membership in the Union, the notice
18 shall be accompanied by a revocation of dues deduction authorization signed by the employee and the
19 City shall discontinue dues deductions effective the pay period following the City's receipt of the written
20 withdrawal notice. If the change in status is an employee becoming a member of the Union, the notice
21 shall be accompanied by a dues deduction authorization signed by the employee, and the City shall
22 commence dues deductions effective the pay period following the City's receipt of the signed dues
23 deduction authorization.

24
25 **Section 3 - (Union Dues)**

26 Upon receiving a dues deduction authorization signed by the employee from the Union, the City will
27 deduct Union dues from the employee's wages and forward them, together with a list of the employees
28 covered by this Agreement for whom dues deductions are made, to the designated financial officer of
29 the Union. Dues deductions are to be made twelve (12) times per year. The Union may change the
30 amount of dues deducted upon written notice to the City Payroll Supervisor. The new dues deductions
31 will take effect the month following receipt, by the Payroll Supervisor, of the written notice.

32
33 **Section 4 - (Political Action Committee Fund Dues)**

34 Upon receiving written authorization from the employee, the City agrees to deduct Political
35 Action Committee "PAC Fund" dues from the wages of those employees covered by this Agreement.
36 The City will forward such dues, together with a list of the employees for whom such dues deductions
37 are made, to the designated financial officer of the Union. PAC Fund dues deductions are to be made
38 twenty-six (26) times per year. The Union may change the amount of PAC Fund dues deductions upon
39 written notice to the City Payroll Supervisor. The new PAC Fund dues deductions will take effect the
40 month following receipt, by the City Payroll Supervisor, of the written notice.

41
42 **Section 5 - (Benevolent Association Dues)**

43 The City also recognizes the obligation to those employees who are or may become members of the
44 Rochester Fire Fighters Benevolent Association to pay their Benevolent Association dues. Upon
45 receiving written authorization from those employees, the City agrees to deduct Benevolent Association
46 dues from the wages of all Benevolent Association members who appear on the City payroll, pursuant to
47 Section 93-b of the General Municipal Law. The City will forward such dues, together with a list of the
48 employees for whom dues deductions are made, to the designated financial officer of the Benevolent

1 Association. Dues deductions are to be made twelve (12) times per year. The Benevolent Association
 2 may change the amount of the Benevolent Association's deductions upon written notice to the City
 3 Payroll Supervisor. The new dues deductions will take effect thirty (30) calendar days after this written
 4 notice has been sent to the City Payroll Supervisor.

5

6 **Section 6 - (Union Officers Meeting with Fire Recruits)**

7 After consultation with the Union, the Fire Chief or his designee shall schedule a two (2)
 8 hour period of time for Union Officers to meet with Firefighter Recruits during orientation week.

9

ARTICLE 2 SALARIES

Section 1 - (Salary Schedule)

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

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

A. Effective July 1, 2021

| Bracket | Start | Step 1A | Step 1B | Step 2 | Step 3 | Step 4 | F I-1 | F I-2 | F I-3 |
|----------------|--------------|----------------|----------------|---------------|---------------|---------------|--------------|--------------|--------------|
| 80 | 47,691 | 53,264 | 58,838 | 69,214 | 79,353 | 83,282 | 84,948 | 86,615 | 89,945 |
| 82 | | | | | 90,866 | 95,359 | | | |
| 84 | | | | | 102,747 | 107,831 | | | |
| 85 | | | | | 115,940 | 121,676 | | | |

B. Effective July 1, 2022

| Bracket | Start | Step 1A | Step 1B | Step 2 | Step 3 | Step 4 | F I-1 | F I-2 | F I-3 |
|----------------|--------------|----------------|----------------|---------------|---------------|---------------|--------------|--------------|--------------|
| 80 | 49,360 | 55,128 | 60,897 | 71,636 | 82,130 | 86,197 | 87,921 | 89,647 | 93,093 |
| 82 | | | | | 94,046 | 98,697 | | | |
| 84 | | | | | 106,343 | 111,605 | | | |
| 85 | | | | | 119,998 | 125,935 | | | |

C. Effective July 1, 2023

| Bracket | Start | Step 1A | Step 1B | Step 2 | Step 3 | Step 4 | F I-1 | F I-2 | F I-3 |
|----------------|--------------|----------------|----------------|---------------|---------------|---------------|--------------|--------------|--------------|
| 80 | 51,335 | 57,333 | 63,333 | 74,501 | 85,415 | 89,645 | 91,438 | 93,233 | 96,817 |
| 82 | | | | | 97,808 | 102,645 | | | |
| 84 | | | | | 110,597 | 116,069 | | | |
| 85 | | | | | 124,798 | 130,972 | | | |

D. Effective July 1, 2024

| Bracket | Start | Step 1A | Step 1B | Step 2 | Step 3 | Step 4 | F I-1 | F I-2 | F I-3 |
|---------|--------|---------|---------|--------|---------|---------|--------|--------|---------|
| 80 | 53,131 | 59,340 | 65,550 | 77,110 | 88,405 | 92,783 | 94,638 | 96,496 | 100,206 |
| 82 | | | | | 101,231 | 106,238 | | | |
| 84 | | | | | 114,468 | 120,131 | | | |
| 85 | | | | | 129,166 | 135,556 | | | |

E. Effective July 1, 2025

| Bracket | Start | Step 1A | Step 1B | Step 2 | Step 3 | Step 4 | F I-1 | F I-2 | F I-3 |
|---------|--------|---------|---------|--------|---------|---------|--------|--------|---------|
| 80 | 54,725 | 61,120 | 67,517 | 79,422 | 91,057 | 95,566 | 97,477 | 99,391 | 103,212 |
| 82 | | | | | 104,268 | 109,425 | | | |
| 84 | | | | | 117,902 | 123,735 | | | |
| 85 | | | | | 133,041 | 139,623 | | | |

Section 2 - (Salary Steps for Fire Fighters)

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

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

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

Section 3 - (Salary Steps for Officers)

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

Section 4 - (Salary Differentials)

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

Section 5 - (Longevity)

The City agrees, in addition to the salaries set forth in the Salary Schedule, to pay a longevity benefit to all Fire Fighters and Fire Officers, beginning on the employee’s third anniversary in accordance with the chart below. Said payments are to be made by adding the longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner:

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

3
4 When the anniversary falls between July 1 and December 31, the payment shall begin with
5 the first pay period following that current July 1.
6

7 **Longevity Rate Chart (Year – Payment)**

| | |
|-------------|------------------------|
| 3 - \$100 | 17 - \$2000 |
| 4 - \$200 | 18 - \$2200 |
| 5 - \$300 | 19 - \$2400 |
| 6 - \$400 | 20 - \$2700 |
| 7 - \$500 | 21 - \$3000 |
| 8 - \$600 | 22 - \$3300 |
| 9 - \$700 | 23 - \$3600 |
| 10 - \$800 | 24 - \$3900 |
| 11 - \$900 | 25 - \$4200 |
| 12 - \$1000 | 26 - \$4500 |
| 13 - \$1200 | 27 - \$4800 |
| 14 - \$1400 | 28 - \$5100 |
| 15 - \$1600 | 29 - \$5400 |
| 16 - \$1800 | 30 and beyond - \$5700 |

8
9 **Section 6 - (Nighttime Differential)**

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

14
15 If the 24-hour shift is discontinued, the amount of the nighttime differential shall increase to \$1.20 per
16 hour.

17
18 **Section 7 - (Parity Allowance)**

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

22
23 Effective for the period July 1, 2021 – June 30, 2026, an additional 1.6% "Parity Allowance," on top of
24 the 2.5%, shall be paid in a lump sum to each unit member.

25 The payments for this additional allowance shall be as follows:

26
27 For the period 7/1/21 - 12/31/21 – payment no later than February 15, 2022

28 For the period 1/1/22 - 12/31/22 – payment no later than February 15, 2023

29 For the period 1/1/23 - 12/31/23 – payment no later than February 15, 2024

30 For the period 1/1/24 - 12/31/24 – payment no later than February 15, 2025

31 For the period 1/1/25 - 12/31/25 – payment no later than February 15, 2026

32 For the period 1/1/26 - 6/30/26 – payment no later than February 15, 2027
33

34 **Section 8 - (EMT Allowance)**

35 All unit members who are New York State certified as Emergency Medical Technicians (EMT)

1 shall receive an allowance annually as long as they have a valid copy of their EMT certification on
2 file with the EMS office by June 15th of the calendar year in which they are to be paid the
3 allowance. The allowance will be paid in a pay period in July. No members, including recruits
4 who obtain their EMT certification prior to June 15th of any calendar year, shall be entitled to
5 payment of more than one EMT allowance in a calendar year.

6
7 Effective 7/1/2023 \$1,000

8
9 **Section 9 - (Fire Investigation Unit)**

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

12
13 Step 1: Two percent (2%) above Firefighter top step upon assignment to the Fire
14 Investigation Unit, with Fire Investigation course completion or equivalent as determined by
15 New York State Department of Homeland Security and Emergency Services, and Pro Board
16 Fire Investigator Certification.

17
18 Step 2: Four percent (4%) above Firefighter top step upon assignment to Fire
19 Investigation Unit, with NYS Fire Investigation certification.

20
21 Step 3: Eight percent (8%) above Firefighter top step upon receipt and maintenance of
22 Fire Investigation Certification from the International Association of Arson Investigators
23 (IAAI).

- 24
25 2. The Fire Chief shall have the right to establish and modify a method of selecting members to
26 be assigned to the Fire Investigation Unit.
- 27
28 3. The Fire Chief, at his sole discretion, may assign or remove members from the Fire
29 Investigation Unit.
- 30
31 4. Members of the Fire Investigation Unit who are working the non-group schedule will be
32 allowed to adjust their schedule, In accordance with Article 14, Section 4, with the prior
33 approval of the Fire Chief or his designee.
- 34
35 5. The City shall provide or pay for necessary training courses to attain NYS certification. Fire
36 Investigation Unit members, who desire to take the additional courses in pursuit of an IAAI
37 certification, may adjust their work schedule or use work substitutions to attend courses or
38 out of town training, with approval of the Fire Chief or his designee. Upon successful
39 completion of the courses and upon receiving certification of IAAI Investigator status, the
40 Fire Investigation Unit member shall submit supporting documentation showing successful
41 completion of the course for reimbursement for the cost of the course and materials.
- 42
43 6. In order to be considered for temporary assignment to the Fire Investigator Unit, a firefighter
44 must have successfully completed the Introduction to Fire Investigation course or equivalent,
45 as determined by New York State Department of Homeland Security and Emergency
46 Services, and is working to satisfy the required field hours necessary for certification.
47 Whenever assigned by the Chief or his designee to work temporarily in the Fire Investigation
48 Unit, the member will be compensated for time worked in that position which shall reflect

1 the difference between his salary and the salary he would have received if permanently
2 assigned to the Fire Investigator Unit.

3
4 **ARTICLE 3 PENSION PLAN**

5
6 **Section 1 - (Pension Provisions)**

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

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

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

24
25 **Section 2 - (Deferred Compensation Plan)**

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

29
30 **ARTICLE 4 HOLIDAYS**

31
32 **Section 1 - (Holidays Observed)**

33 A. The following fourteen (14) days will be recognized as paid holidays on the dates which they are
34 observed:

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

49
50 **Section 2 - (Calculation of Holiday Payment)**

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

53
54 **Section 3 - (Holidays for Members Not Working the Group System)**

55 A. Members of the Unit not working the group system shall have the following holidays off:

- 56 1. Christmas Day
- 57 2. New Year's Day
- 58 3. Martin Luther King Jr. Day
- 59 7. Juneteenth
- 60 8. Independence Day
- 61 9. Labor Day

- 1 4. Presidents' Day
- 2 5. Good Friday
- 3 6. Memorial Day
- 4 10. Veterans' Day
- 5 11. Thanksgiving Day
- 6 12. Day after Thanksgiving Day

7 B. If a holiday falls on a Saturday, the previous Friday shall be the day off. If the holiday falls on a
8 Sunday, the following Monday shall be the day off.

9 **Section 4 - (Payment of Holiday Pay)**

10 A. Payment for such holidays shall be made between December 1 and December 15 of each calendar
11 year. The payment shall be for holidays only from Christmas Day of the preceding calendar year
12 through Thanksgiving Day of the current calendar year.

13 B. If a member of the unit is employed for less than a full holiday period, from Christmas through
14 Thanksgiving, he shall be paid only for the number of holidays actually occurring during his period of
15 employment.

16 **Section 5 - (Rates for Holiday Payment)**

17 Holiday pay shall be based upon the step and bracket of the employee at the time of each holiday and
18 not upon the step and bracket at the time of payment. Notwithstanding any contrary provision of this
19 Agreement, the compensation for each holiday enumerated in Section 1 shall be the employee's annual
20 base salary divided by two hundred fifty (250).

21 **ARTICLE 5 SICK LEAVE**

22 **Section 1 - (Sick Leave for Non-Service-Connected Conditions)**

23 Paid sick leave for non-service-connected conditions shall be governed by the following rules:

- 24 A. Personnel shall be entitled to three (3) months sick leave per calendar year if employed less than
25 five (5) years;
- 26 B. Personnel shall be entitled to six (6) months sick leave per calendar year if employed for five (5)
27 years or more;
- 28 C. Personnel shall be entitled to an additional three (3) months light duty, at the discretion of the Fire
29 Chief, if, after consultation with a department physician it is determined that the member will be
30 able to return to regular duty at the end of or during such three (3) month period.

31 **Section 2 - (Requirement for Doctor's Certificate)**

32 A. Any members of the unit who are unable to perform their job duties as a result of an illness or
33 injury and cannot report to work as scheduled shall (a) notify the company officer where the
34 member is assigned more than two (2) hours prior to the start of his scheduled shift and (b) notify
35 the RFD Medical Case Management office via the RFD Sick Line telephone number and (c) any
36 member who has been off duty for more than fourteen (14) calendar days due to an injury or illness
37 shall provide the RFD Medical Case Management office with a medical verification of illness
38 and/or injury. The medical verification shall be on the treating health care provider's letterhead and
39 shall include the following information: member's name, member's date of birth, date member was
40 seen by treating health care provider, what the member was seen for, date of member's next
41 appointment with treating health care provider, date member expected to return to work, treating
42 health care provider's signature and date. Such verification shall be submitted every thirty (30)
43 consecutive calendar days thereafter, unless waived by the Fire Chief. The verification shall be on
44
45
46
47
48
49

1 the treating health care provider's letterhead, signed and dated by the treating health care provider
2 and shall include the following information: member's name, member's date of birth, dates the
3 member was ill and/or injured and incapable of performing the duties of their employment, the
4 dates of treatment and the expected date of return to work.
5

6 B. Any member who has been off duty for any length of time as the result of any illness or injury and
7 is returning to duty shall notify the company officer where the member is assigned at least two (2)
8 hours prior to the start of the shift.
9

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

- 12 1. Members who are off duty for any length of time due to an injury shall be required to
13 produce a return to duty certificate from a physician(s) appointed for that purpose by the
14 City, before returning to duty, unless waived by the Fire Chief or his designee.
- 15 2. Members who are off duty due to an illness for more than three (3) working days (upon
16 the implementation of a 24-hour shift schedule, for members working the Group System,
17 the time period shall be one (1) 24-hour shift) shall obtain a return to duty certificate from
18 a physician(s) appointed for that purpose by the City, before returning to duty, unless the
19 requirement of the certificate is waived by the Fire Chief or his designee.
- 20 3. Members who are off duty due to any illness or injury for more than three (3) consecutive
21 working days (upon the implementation of a 24-hour shift schedule, for members
22 working the Group System, the time period shall be one (1) 24-hour shift), shall produce
23 a certificate of treatment from a licensed physician unless waived by the Fire Chief.
24

25 D. The certificate of treatment shall be on the treating health care provider's letterhead and shall
26 include a diagnosis, dates of visit(s), dates of work disability, any restrictions upon return to work
27 and the signature of the treating health care provider.
28

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

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

35

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

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

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

1
2 **ARTICLE 6 FUNERAL LEAVE**
3

4 **Section 1 - (Bereavement Leave)**

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

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

14 A member utilizing this Section shall provide appropriate verification upon the Employer's request.
15

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

17 A. A leave of absence with pay not to exceed one working day or night shall be granted in the case of
18 death of a brother-in-law, sister-in-law, grandparent-in-law, first cousin, aunt, uncle, niece or nephew of
19 the employee. This leave may only be used to attend funeral services or memorial services.
20

21 B. Paid time off may be granted by the Fire Chief to attend the funeral of a person not covered by
22 Section 1 or 2(A) of this Article, and may result in the reduction of an equal amount of paid time off to
23 which the member would otherwise be entitled as determined by the Fire Chief. Such leave will not be
24 unreasonably withheld.
25

26 C. A member utilizing this section shall provide appropriate verification upon the employer's request.
27

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

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

31 Paid time off granted under this section may result in the reduction of an equal amount of paid time off
32 to which the member would otherwise be entitled, as determined by the Fire Chief.
33

34 **ARTICLE 7 - LEAVES OF ABSENCE**
35

36 **Section 1 - (Leave Without Pay)**

37 Leave of absence without pay up to the time limitations of the New York State Civil Service Law in
38 effect at the time may be obtained subject to the approval of the appointing authority.
39

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

41 A. Members shall be granted a leave of absence with pay when they are required to report for jury
42 duty or jury service. A member must notify his immediate supervisor no later than his first
43 scheduled shift following receipt of a notice of selection for jury duty or examination, and must
44 provide a copy of such notice to the office of the Fire Chief.
45

46 B. Members must request telephone alert to the extent allowed by the Commissioner of Jurors or the
47 Court. If a member is advised to report for jury duty or examination the member shall inform the
48 officer of his unit immediately.
49

- 1 C. The City shall have the right to seek a waiver from jury duty for the member. Members exempted
2 from jury duty must accept the exemption or shall not be paid by the City for such time.
3
- 4 D. An employee on jury duty shall receive his regular pay and shall transmit to the Employer an
5 amount equal to any jury duty allowance received for such jury service.
6
- 7 E. Upon release from jury duty or jury service, a member shall notify the company officer where the
8 member is assigned of the time of his release. Members released from jury duty or jury service
9 prior to or by 12:00 noon shall report for the remainder of the shift. A member serving jury duty
10 outside of Monroe County who is required by this section to return for the remainder of a shift
11 shall have ninety (90) minutes in which to report to work. Members released from jury duty or jury
12 service after 12:00 noon on a day in which they are scheduled to work-shall not be required to
13 report for the remainder of any shift starting on that date. If a member should choose to work, he
14 shall indicate his willingness to work to the company officer where the member is assigned at the
15 time he provides notice of his release. Upon receipt of a verification slip from the court of their time
16 of release the member shall provide a copy to the company officer where the member is assigned.
17
- 18 F. As used above, the phrase "released from jury duty or service" shall mean completely released at
19 the end of a period of service and does not apply to periods of release during a trial or other
20 proceeding unless the break in service exceeds four (4) calendar days.
21

22 **Section 3 - (Military Leave)**

23 Members are eligible for paid leave while performing ordered military duty in accordance with New
24 York State Military Law, Sections 242 & 243. Any supplemental paid military leave benefits are
25 dependent upon the execution of a separate Memorandum of Agreement between the City and the
26 Union.
27

28 **Section 4 - (Parental/Maternity Leave)**

29 Parental leave is available to members covered by this Agreement due to the birth of a member's child
30 or the placement of a legally adopted child in the member's home. This benefit runs concurrently with
31 leave under the Family and Medical Leave Act (FMLA).
32

- 33 A. Parental Leave: Immediately following the birth or adoption of a child, a member shall be entitled to
34 paid parental leave of 40 hours for Staff or one work rotation for the Line Division. This paid parental
35 leave shall not count against any sick/vacation leave the member is granted.
36
- 37 B. For purposes of this Section, "work rotation" shall mean one rotation of a day or night tour or one 24-
38 hour shift in accordance with Article 14, Section 1.
39
- 40 C. Maternity Leave: In addition to the paid parental leave set forth in section 4.A, above, members
41 covered by this Agreement who become pregnant and give birth are eligible for additional paid leave
42 following childbirth. Upon written application to the Fire Chief, members who are pregnant and give
43 birth shall be allowed an additional eleven (11) weeks of paid maternity leave after childbirth. The
44 member, at their option, may use sick leave, vacation leave or compensatory time in order to be paid
45 during the maternity leave. If accrued sick leave, vacation leave and compensatory time are
46 exhausted, the member shall be on an unpaid leave. Maternity leave requests in excess of the time
47 provided for in this Section may be approved at the discretion of the Fire Chief. Nothing in this
48 Section is intended to interfere with or diminish members' rights under the Family and Medical Leave
49 Act (FMLA).

1 **ARTICLE 8 TEMPORARY OFFICERS**

2
3 **Section 1 - (Rate of Payment)**

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

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

10
11 **Section 2 - (Selection of Temporary Officers)**

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

14
15 **Section 3 - (Service Connected Injuries)**

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

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

21
22 **Section 4 - (Payment of Temporary Officers)**

23 Temporary Officers pay will be paid in the same pay period in which it is earned.

24
25 **ARTICLE 9 HEALTH BENEFITS**

26
27 **See APPENDIX A – MEMORANDUM OF AGREEMENT FOR HEALTH INSURANCE.**

28
29 **ARTICLE 10 LIFE INSURANCE**

30
31 **See APPENDIX A – MEMORANDUM OF AGREEMENT FOR HEALTH INSURANCE.**

32
33 **ARTICLE 11 CLOTHING ALLOWANCE**

34
35 An annual clothing allowance of \$600 shall be paid to all uniformed members of the unit permanently
36 assigned to Plainclothes Duty. This allowance is payable semi-annually at the completion of each six
37 (6) months continuous duty in such Plainclothes Assignment. To qualify for such allowance, there shall
38 be required at least six (6) months service in such Plainclothes Assignment. Thereafter, allowances shall
39 be credited on the basis of each full month's service in such Plainclothes Detail. Payments shall, in any
40 event, be made semi-annually.

41
42 **ARTICLE 12 MILEAGE ALLOWANCE/CELLULAR PHONES**

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

45 A. The City shall pay mileage allowance at the per mile rate equal to the current federal IRS standard
46 to those employees in the Fire Department who have been authorized by the Fire Chief to receive a
47 mileage allowance, and which has been approved by the Mayor or, a City car shall be assigned by the
48 Fire Chief subject to approval by the Mayor. The maximum monthly allowance shall increase to \$350
49 per month effective July 1, 2022. Subsequently, this rate will be adjusted annually as of January 1, either

1 up or down, based on the corresponding percentage change in the Federal IRS Standard Mileage Rate
2 that is in effect at that time.

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

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

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

13
14 **Section 3 - (Cellular Phones)**

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

17
18 **ARTICLE 13 UNIFORMS**

19
20 **Section 1 - (Uniforms and Protective Clothing)**

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

22
23 **Section 2 - (Safety Glasses)**

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

29
30 **Section 3 - (Schedule for the Distribution of Uniforms)**

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

- 33 A. Dress Uniforms--One complete dress uniform with two (2) white shirts (wash and wear type) will
34 be issued upon appointment. Replacement will be made upon approval of the appropriate Deputy
35 Chief. All members of the unit who are ordered by the Fire Chief to wear their full dress uniform
36 as their work uniform shall receive one additional dress uniform.
- 37
- 38 B. Work Uniforms
- 39 1. Five (5) sets of permanent-press fatigues will be issued upon appointment and replaced as
40 needed.
 - 41 2. One (1) summer weight fatigue jacket will be issued upon appointment and replaced as needed.
 - 42 3. One (1) winter weight fatigue jacket will be issued upon appointment and replaced as needed.
 - 43 4. One (1) belt will be issued upon appointment and replaced as needed.
 - 44 5. One (1) tie will be issued with the original fatigue uniform and replaced as needed.
 - 45 6. All members of the Fire Academy, Fire Investigation, Code Enforcement and Hose Depot, who
46 are not on "light duty" assignments, and any other employee authorized by the Fire Chief, will
47 be issued one (1) pair of safety shoes. If a member selects a safety shoe style more expensive
48 than the City's allocation, the member shall pay any additional cost for this selection.
- 49

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

2
3 D. Items that are damaged, stolen, lost or prematurely worn out will be replaced upon request of the
4 appropriate Deputy Chief.

5
6 **Section 4 - (Modification or Change in Uniform)**

7 A change in uniform shirt will result in issuance of three (3) new shirts, a change in uniform pants will
8 result in issuance of three (3) new pants, or a change in uniform sets will result in issuance of three (3)
9 new sets.

10
11 **ARTICLE 14 WORK HOURS**

12
13 **Section 1 - (Work Schedule - Line Division)**

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

19
20 **Section 2 - (Changes in the Work Schedules)**

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

23
24 **Section 3 - (Cycle Time)**

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

30
31 **Section 4 - (Work Schedule - Staff)**

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

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

- 38 1.) A "letter group" designation, as set forth in the chart below, based on seniority. This
39 schedule will have alternating Mondays and Fridays off in addition to Saturday and
40 Sunday. Work hours will be 0730 to 1730 or;
41 2.) An alternate work schedule may be determined by the Fire Chief or his designee with
42 agreement by the member. This alternate schedule may include any combination of work
43 days and work hours.

44 LETTER GROUP DESIGNATION CHART

| | SUN | MON | TUES | WED | THUR | FRI | SAT |
|--------|-----|-----|------|-----|------|-----|-----|
| Week 1 | | Y | | | | X | |
| Week 2 | | X | | | | Y | |

| | | | | | | | |
|--------|--|---|--|--|--|---|--|
| Week 3 | | Y | | | | X | |
| Week 4 | | X | | | | Y | |
| Week 5 | | Y | | | | X | |

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

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

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

E. Members permanently or temporarily assigned to the Rochester Fire Department Academy for recruit class training will work either: (1) a Monday through Friday, eight hours per day schedule. or (2) a four (4) day per week, ten (10) hours per day schedule ("4/10 Schedule"), approved by the Fire Chief. The recruit class schedule may include Saturday or Sunday, if needed for operational reasons (e.g., training facility/equipment availability, weather-related closure or other unforeseen situations affecting the recruit training schedule). The City will endeavor to provide as much notice as possible to members when the recruit class schedule includes a Saturday or Sunday.

F. Recruits who are enrolled, as required by the City, in a firefighter training program other than the Rochester Fire Department Academy will work a schedule dictated by the outside training program. Any time worked over forty (40) hours in a week shall be paid at time and one-half of the member's base rate.

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

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

Section 5 - (Consecutive Work Hours)

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

ARTICLE 15 WORK RULES

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

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

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

2 In order to remain in effect all verbal orders concerning work rules and/or regulations promulgated by
3 the Fire Chief must be confirmed by written order within two (2) working days of its issuance.
4

5 **Section 3 - (Trustees)**

6 The five (5) trustees of the Union shall not be transferred against their will outside the Group from
7 which they were elected during the term of this Agreement. This provision will not apply where the
8 trustee has been promoted to a higher rank.
9

10 **Section 4 - (Work Substitution)**

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

- 13 1. No member working for another will receive any payment of any sum or money or other substance
14 of value for work substitution.
- 15 2. The work substitution assumes a trade between the members of work time. The arrangement for
16 work substitution is between the individuals working for each other, and the Department shall have
17 no responsibility for any time lost to a member.
- 18 3. Work substitution requires the following approvals:
 - 19 a. Three shifts or less may be granted by the immediate superior officer with the approval of the
20 Battalion Chief.
 - 21 b. Requests for more than three shifts require approval of the member's Deputy Chief.
- 22 4. Permission may be denied at the discretion of the Deputy Chief or his designee if the work
23 substitution or any consequent activities negatively impact the operations of the company, group or
24 Department.
- 25 5. Except in cases of emergency, a Substitution Request Form must be received by the officer,
26 as defined in 3, above, at least 24 hours in advance. The completed forms will be forwarded to the
27 Chief's Office. The completed form is to be maintained by the commanding officer who approved
28 or denied the request.
- 29 6. The member who was originally assigned to work retains responsibility for
30 that work shift, is responsible for providing an alternate or working the shift if the member who
31 was scheduled to substitute is not available. Once the substitute arrives to work, the responsibility
32 of the alternate or the original member ends, unless the substitute reports unfit for duty, as
33 determined by a Deputy Chief, Executive Deputy Chief, or the Fire Chief.
- 34 7. The City shall incur no overtime obligations as a result of work substitution.
- 35 8. Early or late relief for a period of greater than two (2) hours is considered Work Substitution.
36 Late relief requires notification to the company officer. The Deputy Chief may relinquish a
37 member's opportunity to early or late relief if such relief or any consequent activities negatively
38 impact the operations of the company, group, or Department.
- 39 9. Any alleged violation of this section is not grievable. Alleged violations of this section may be
40 brought to Labor/Management Committee for discussion. The Fire Chief shall make the final
41 determination.
42

43 **ARTICLE 16 EDUCATIONAL BENEFITS**

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

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

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

3 1. One-half of reimbursable tuition shall be paid upon presentation of receipts, transcripts, or
4 grade reports which document expenses incurred in successful completion of qualified courses;

5 2. The remainder of reimbursable tuition not paid pursuant to subparagraph (1) shall be paid in a
6 lump sum upon completion of two years continuous service from the date of receipt of such
7 degree, except that in the case of a member's separation from service for disability, retirement or
8 illness of a spouse or unemancipated children, such members shall be paid the full unpaid amount
9 at the time of separation;

10 3. Reimbursement of tuition costs pursuant to this section shall only be required to the extent that
11 such costs exceed educational reimbursement or subsidy payments received by a member from
12 sources other than the City of Rochester. A member applying for reimbursement under this section
13 is therefore required to report to the City any such reimbursements or subsidies received;

14 4. The City shall not be obligated to reimburse members for student fees paid in connection with
15 or in pursuit of a qualified Fire Science or any other course of study;

16 5. Tuition reimbursement under this section shall be required only for those courses taken in
17 pursuit of a qualified Fire Science, Fire Administration, Fire Protection, Fire Technology or
18 Emergency Management program, and additionally, that are occupationally related to the fire
19 fighting profession. In that regard, all courses specifically required under a qualified Fire Science,
20 Fire Administration, Fire Protection, Fire Technology or Emergency Management program of
21 study shall be deemed occupationally related. Courses not so specifically required may qualify for
22 reimbursement through the following procedure:

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

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

43 At least four (4) weeks prior to the commencement of the term or semester in which the
44 course will be taken for which reimbursement is sought, the member shall submit a written
45 request for such reimbursement to the Fire Chief. Within one week following the submission
46 of such request, the Fire Chief shall respond in writing with his answer to the member and the
47 Union as to whether such courses qualify for reimbursement. If the union disagrees with the
48 determination of the Fire Chief, a meeting shall be held within five (5) days thereafter
49 between the Union, the Fire Chief, and the Manager of Labor Relations. If the matter is not

1 resolved at such meeting, it shall be referred to a neutral third party for a determination in
2 accordance with the procedures in subparagraph A above. Submission to the neutral shall be
3 on condition that the Union makes a request in writing to the Manager of Labor Relations for
4 such third party determination within one week from said meeting.
5

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

7 The City agrees to provide an additional salary benefit of five percent (5%) of the member's base pay to
8 all members of the unit starting on the next full payroll period following their successful completion of
9 and receipt of an Associate's Degree in Fire Science, Fire Administration or a Baccalaureate Degree in
10 any subject. Courses of study under this section must be approved and accredited by the New York
11 State Board of Regents. This additional pay shall be available only to members who were employed as
12 members of the Fire Department on or before June 13, 1979, and who, have already entered into an
13 eligible program of study or enter into such a program prior to July 31, 1984 and who thereafter
14 complete all necessary course requirements entitling them to such a degree.
15

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

17 The City agrees to provide a salary benefit of six and one-half percent (6 1/2 %) of the member's base
18 rate to all members of the unit starting on the next full payroll period following their successful
19 completion of and receipt of a Baccalaureate Degree in Fire Science, Fire Administration or the
20 equivalent thereof in the field of Fire Science. Courses of study under this section must be approved and
21 accredited by the New York State Board of Regents. This additional pay incentive shall be available
22 only to members who were employed as members of the Fire Department on or before June 13, 1979,
23 and who have already entered into an eligible program of study or enter into such a program prior to
24 July 31, 1984.
25

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

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

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

37 **ARTICLE 17 OVERTIME**

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

39
40 Overtime shall mean any time worked, in addition to the member's normal tour of duty, provided
41 however, that there shall be no compensation for overtime periods of fifteen (15) minutes or less. All
42 such overtime shall be paid at the rate of time and one-half at the member's base rate.
43
44

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

46 A. Except as otherwise provided, all call backs to duty, for those working the group system, shall be
47 paid at the rate of time and one-half for a minimum of two (2) hours for all such call backs. Personnel
48 assigned to units not working the group schedule shall be paid at the overtime rate for a minimum of two

1 (2) hours for all such call backs. All members working out-of-title or as a temporary appointment to a
2 higher title shall be paid at the appropriate out-of-title rate set forth in Article 8, Section 1.
3

4 B. Call backs to attend meetings outside, and not contiguous to a members regular work schedule shall
5 be paid at the rate of time and one-half for a minimum of one (1) hour.
6

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

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

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

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

19 **Section 5 - (Holdover and Call Back)**

20 A. Any member who holds over or is called back for overtime which does not materialize shall not be
21 removed from his position on the overtime list.
22

23 B. A member shall not be removed from his position on the overtime list when he is held over or called
24 back and works a trick on any of the holidays as contained in Article 4, Section 1.
25

26 C. For the purposes of paragraph B, this shall be known as the holiday overtime list and a new list shall
27 be created annually according to seniority.
28

29 **Section 6 - (Fire Safety Overtime)**

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

37 **Section 7 - (Line Overtime)**

38 A. Selection for overtime for general overtime assignments shall be from lists organized by seniority in
39 title and by group. There shall be separate lists for day and for night overtime. There shall be a separate
40 division-wide list for Haz-Mat overtime and separate holiday lists by group. There shall be a separate
41 division-wide list for Battalion Chiefs, and a separate division-wide list for Captains. There shall be a
42 group list for Lieutenants and a group list for Fire Fighters. Members working the non-group schedule
43 may not be added to lists for line overtime. Members assigned to the Fire Investigation Unit also will
44 not be added to the list for line overtime.
45

46 B. When overtime needs arise, the Chief or his designee shall start at the top of the appropriate list and
47 proceed through the list. Members shall be removed from the list following a second refusal of an
48 offered overtime opportunity and thereafter shall not be offered further overtime until the creation of a
49 new list. A list will be retired and a new list created after each member on the list has worked one

1 overtime or has been removed following a second refusal. Members on sick leave or leave for on-duty
2 injury shall be considered as unavailable and shall be treated as having refused overtime opportunities
3 that arise during their disability.

4
5 C. A list of members who have worked overtime assignments shall be published weekly and distributed
6 to all stations and divisions.

7
8 D. Overtime requiring specializations or special qualifications shall continue to be managed by the Fire
9 Chief or his designee.

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

13
14 **Section 8 - (Emergency/Partial Overtime)**

15 The overtime assignment for an Emergency/Partial Overtime shall be made as follows:

16
17 A. Emergency Overtime is defined as an overtime occurrence that was not planned. Emergency
18 Overtime will be filled based on seniority of the next reporting group, or if the overtime occurs within
19 two (2) hours of the shift start time, it may be filled from the previous group based on seniority.
20 Seniority will be determined within the company that the overtime occurred. If unable to assign, the
21 overtime should be assigned by group seniority of the appropriate group.

22
23 B. Partial Overtime is defined as an overtime occurrence that was planned for and does not encompass
24 an entire shift. Partial overtime assignment will be based on seniority of the previous group if the
25 overtime starts in the 1st half of the shift or the next due group if the overtime starts in the 2nd half of
26 the shift.

27
28 C. Emergency Overtime or Partial Overtime, even if the overtime ultimately extends to cover an entire
29 shift, shall not be counted as either an accepted or declined overtime opportunity for purposes of the
30 general Line Overtime procedures set forth in Section 7, above.

31
32 **Section 9 - (Exhaustion of Overtime List)**

33 During a shift, after offering all members on the appropriate group list overtime, this will constitute
34 exhausting the current group list. The next appropriate group list will be the next reporting group (in the
35 normal group rotation). They will start at the top of the incoming group's list by seniority. This will be
36 treated as emergency overtime as it is outside the normal.

37
38 **Section 10 - (Overtime Substitution)**

39 Overtime once assigned shall be considered to be the right of the member to either work it himself or
40 pass it on to another member of his choice. The member who passes on his overtime shall be subject to
41 the rules in Section 7.B of this Article. The recipient of the overtime shall not lose his place on the
42 overtime list. A member is limited to receiving 156 hours of passed overtime per year. It shall be the
43 member's responsibility to keep track of their overtime hours to ensure that they have not received more
44 than 156 hours of passed overtime in a year.

45
46 **Section 11 - (Compensatory Time)**

47 A. All members working a schedule other than the 10/14 group schedule shall have the option of
48 accruing compensatory time in lieu of overtime payment at the same rate as overtime pay, with the prior

1 approval of the Chief or appropriate Deputy. No member will be credited with compensatory time in
2 excess of 80 hours.

3
4 B. Requests for use of compensatory time off shall be submitted to the Chief or appropriate Deputy and
5 may be granted, depending upon the operational needs of the unit.

6
7 C. Upon Retirement, the member will be paid for all unused compensatory time, not to exceed 80 hours
8 at the straight time rate.

9
10 D. Members working the group system shall be allowed to work whole Cycle Time days or nights and
11 shall be compensated with compensatory time at the straight time rate, in lieu of overtime, with accruals
12 to be limited to a maximum of 42 hours. A member wishing to work his scheduled Cycle Time shall
13 notify the Line Deputy Chief at least ten (10) days prior to the day or night which the member shall
14 work.

15
16 E. Members working the group system shall have the option of accruing compensatory time in lieu of
17 overtime payment at the same rate as overtime pay, with the prior approval of the Chief or appropriate
18 Deputy. While this compensatory time shall be considered a separate bank of hours from Cycle Time
19 accruals, no member working the group system shall be entitled to accrue more than eighty (80) hours of
20 Cycle Time and compensatory time combined. Therefore, any member working the group system who
21 has reached his maximum accrual of 42 hours in Cycle Time as defined in D. above, may accrue up to
22 an additional thirty-eight (38) hours in compensatory time.

23 24 **ARTICLE 18 SAFETY STANDARDS**

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

27 28 **ARTICLE 19 CIVIL SERVICE PROCEDURE**

29 30 **Section 1 - (Promotional Lists)**

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

33 34 **Section 2 - (Extension of Civil Service Lists)**

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

37 38 **Section 3 - (New Examinations)**

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

42 43 **ARTICLE 20 SENIORITY**

44 45 **Section 1 - (Seniority List)**

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

1
2 **Section 2 - (Seniority of Fire Fighters)**

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

7
8 B. A member of this unit who leaves Rochester Fire Department employment, and who is subsequently
9 re-appointed within two years, shall have his seniority calculated from the original date of appointment,
10 and adjusted for time not employed by the Department, after one year of continuous service from the
11 date of re-appointment.

12
13 C. A member of this unit who leaves Rochester Fire Department employment, and who is subsequently
14 re-appointed after more than two years, shall have his seniority calculated from the date of re-
15 appointment.

16
17 D. The seniority of all employees permanently appointed to the position of fire fighter by any means
18 other than appointment off a competitive fire fighter civil service list shall be the first day of said
19 employees entry into the fire academy. When said employees share a date of entry into the fire
20 academy, they shall be differentiated from one another on the basis of their qualifying scores (where
21 applicable) and, if said employees' seniority requires further differentiation due to equivalent scores,
22 said employees order or seniority shall be decided by the date of application to any program (where
23 applicable).
24

25 **Section 3 - (Seniority of Fire Officers)**

26 The seniority of Fire Officers within ranks will be determined by the date the employee was promoted
27 to the title he holds. In the event that two or more employees have the same date of permanent
28 promotion, their seniority will be determined by their numerical position on the Civil Service list from
29 which he was last appointed.
30

31 **Section 4 - (Seniority in Shifting)**

32 A. When routine shifts or details must be made within the Fire Department, the Fire Fighter with the
33 least seniority will be used unless the commanding officer has a valid reason for selecting someone else.
34

35 B. Shifting or details cannot be used as a form of discipline.
36

37 **ARTICLE 21 TRANSFERS**

38
39 **Section 1 - (Assignment Transfer)**

40 A. Whenever the Fire Chief determines to fill a vacancy by voluntary transfer, he shall so notify the
41 Union. All transfer requests within the department, company to company, and/or division to division,
42 shall be in writing and shall be considered on the basis of seniority, as well as suitability as determined
43 by the Fire Chief or Executive Deputy Chief. Receipt of transfer requests shall be acknowledged by
44 date stamping the request and giving a copy to the member. Such requests shall be acted upon by the
45 Fire Chief or Executive Deputy Chief. This procedure shall apply only in the case of voluntary
46 reassignments, and shall in no way affect the Fire Chief's right to transfer a member.
47

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

1
2 C. A member has the right to withdraw a request for transfer, in writing, at any time.
3

4 **Section 2 - (Reinstated Member)**

5 In instances of prior members who have left the service of the employer and who are reinstated to an
6 equal or lower title, the Fire Chief shall take into consideration the years of prior service with the
7 Rochester Fire Department, and active, full-time fire fighting experience since leaving the employer, in
8 the determination of what salary step the member is paid at time of reinstatement. In no case shall a
9 reinstated member be placed at a step higher than the step at which the member was paid prior to leaving
10 the service of the employer.
11

12 **Section 3 - (Transfer from Other Firefighting Jurisdictions)**

13 In instances of transfer to the position of Fire Fighter from other firefighting jurisdictions, in
14 accordance with Civil Service Law, where the transferee has no prior service as a Fire Fighter with the
15 City of Rochester, the Fire Chief may determine to place the transferee at a step higher than the starting
16 step. The Fire Chief may place the transferee at a step higher than the starting step. The Fire Chief may
17 assign the pay rate based upon immediate prior, active, full-time firefighting service, one step above the
18 starting step for each two years of said experience.

- 19 1. Except as required by law, Fire Fighters transferred from other jurisdictions in accordance with Civil
20 Service Law, shall have no contractual seniority upon appointment.
21
22 2. In each case where the Fire Chief assigns a reinstated member or a transferee to a salary step higher
23 than the starting step, the Fire Chief shall provide the Union with written notice and an explanation
24 of the grounds for his decision fourteen (14) days in advance of the offer of appointment.
25

26 **ARTICLE 22 VACATION SCHEDULE**

27
28 **Section 1 - (Vacation Schedule and Allowances)**

29 A. The subject of changes in the vacation schedules shall be considered at a meeting of the Fire
30 Labor/Management Committee, otherwise provided for in this Agreement. After such consultation, the
31 vacation schedules shall become an appendix to this Agreement. Vacation allowances shall be in effect
32 for the current work schedule and are subject to change as the work schedule may change, but in no
33 event shall they be less than the following:
34

35 **B. MEMBERS WORKING THE GROUP SYSTEM:**

- 36 Less than one year of service: One day or night tour plus one-half day additional for each full
37 month service.
38 1 to 4 years of service: One day and night tour and an additional day or night tour.
39 5 to 13 years of service: One day and night tour and two (2) additional day or night tours
40 14 to 19 years of service: One day and night tour and three (3) additional day or night tours.
41 20 years of service or more: One day and night tour and four (4) additional day or night tours.
42

43 **C. 1. MEMBERS NOT WORKING THE GROUP SYSTEM**

44 **(Five-Day Work Week):**

- 45 1 to 4 years of service 12 working days
46 5 to 8 years of service 16 working days
47 9 to 11 years of service 17 working days
48 12 to 14 years of service 18 working days
49 15 to 17 years of service 20 working days

1 18 to 19 years of service 22 working days
2 20 or more years of service 25 working days
3

4 2. Those working the four day work week shall have the following vacation accruals:

5 1 to 4 Years of Service 10 Working Days
6 5 to 8 Years of Service 13 Working Days
7 9 to 11 Years of Service 14 Working Days
8 12 to 14 Years of Service 15 Working Days
9 15 to 17 Years of Service 16 Working Days
10 18 to 19 Years of Service 18 Working Days
11 20 or More Years of Service 20 Working Days
12

13 D. Vacation allowances shall be determined by the member's anniversary date of service.
14

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

16 Prior to the Labor/Management Committee meeting at which time the vacation schedule is to be
17 discussed, each party shall give to the other reasonable advance information, regarding any changes in
18 the vacation schedule, but in no event later than September 1st of any year.
19

20 **Section 3 - (Presentation of Vacation Schedules)**

21 The work and vacation schedule shall be presented to the Union no later than October 1st and to the
22 Fire Department personnel no later than December 1st. Vacation and work schedules shall be effective
23 January 1st of any year.
24

25 **Section 4 - (Vacation Selection)**

26 Vacation selections will be by seniority. All members selecting vacations will not be restricted on
27 their first double pick. The member may elect to choose his first double pick either in the preferred
28 period, outside the preferred period or the member may choose one pick in the preferred period and one
29 pick outside the preferred period.
30

31 **ARTICLE 23 CALCULATION RATES & SEVERANCE**

32 **Section 1 - (Rates of Pay)**

34 A. Bi-weekly rate shall be the salary as contained in Article 2, Section 1, plus any Educational
35 Incentive as contained in Article 16, Sections 2, 3 & 4, all divided by 26.
36

37 B. The hourly rate of pay shall be the bi-weekly rate of pay divided by 80.
38

39 C. The Overtime rate shall be the hourly rate multiplied by 1.5.
40

41 D. The rate of pay used to compute paid leave and deduction for unpaid time, severance pay and
42 unused vacation shall be actual hourly rate of member as defined above in B for all such hours owed.
43

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

45 Severance pay shall be paid for earned but unused vacation, and accrued holiday pay. In no event shall
46 severance pay include more than 40 days of unused vacation time, unless allowed by City policy.
47

48 **ARTICLE 24 PERSONAL LEAVE FOR MEMBERS NOT WORKING THE GROUP SYSTEM**
49

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

8
9 B. Members shall be paid in the second paycheck of the calendar year for all unused personal leave as
10 of December 31 of the previous year. In the event a member is transferred to the group system, he shall
11 be paid for all unused personal leave time.

12
13 C. Members on full release time, those working a non-group schedule for less than three consecutive
14 calendar months, and those not working due to work related injuries shall not accrue personal leave
15 time.

16 17 **ARTICLE 25 UNION RELEASE TIME**

18 19 **Section 1 - (Release Time for Local Union President)**

20 The Local Union President shall be given full release time with pay and benefits in order to perform the
21 duties of his office. The President shall designate one additional union officer to be placed on full
22 release time with pay and benefits in order to perform the duties of their office.

23 24 **Section 2 - (Other Release Time)**

25 There will be a bank of 750 additional hours for release time with pay to conduct union business. The
26 Union shall notify the Chief in conformance with the provisions below. The number of members on
27 release time under this section shall not exceed three (3) per day or night shift, except by the permission
28 of the Chief, which shall not be unreasonably withheld. For the purposes of counting the number of
29 members off under this section, the Union's Staff Representative shall not be included; however, his
30 hours off shall be charged against the bank. Permission for release time for members not on the
31 Executive Board shall be subject to the operational needs of the department and shall not be
32 unreasonably withheld.

33 34 **Section 3 - (Release Time for Delegates)**

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

38 39 **Section 4 - (Negotiating Representatives)**

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

45 46 **Section 5 - (Notice Provisions)**

47 The President will give the Fire Chief forty-eight (48) hours written notice of requested release time,
48 and will specify the provision(s) being utilized. In event of emergencies, the President will contact the
49 Fire Chief or appropriate Deputy Chief and make the request orally. An emergency for purposes of this

1 clause shall be construed to be a circumstance under which the need for the release time could not have
2 been anticipated prior to the commencement of the forty-eight (48) hour lead time.

3
4 **ARTICLE 26 BULLETIN BOARDS**

5
6 It is agreed that the Union may use Fire Department bulletin boards for the purpose of posting Union
7 notices to the Union members provided that such notices shall be clearly identified as Union notices.
8 The City further agrees to insure that bulletin boards are provided in all Fire Stations/Divisions.

9
10 **ARTICLE 27 GRIEVANCE PROCEDURE**

11
12 **Section 1 - (Definition of Grievance)**

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

15
16 **Section 2 - (Procedures)**

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

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

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

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

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

41
42 B. The time limits in the grievance procedure for Steps 1, 2, 3, and 4 may be extended by mutual
43 written agreement of the Union and the Manager of Labor Relations or the Manager's designee.

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

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

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

6
7 **Section 3 - (Arbitration Procedure)**

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

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

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

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

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

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

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

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

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

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

6
7 **ARTICLE 28 CONTRACT PRINTING**

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

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

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

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

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

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

25
26 **ARTICLE 30 HEALTH AND SAFETY COMMITTEE**

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

32
33 B. The Chairman of the Health and Safety Committee shall be designated by the Fire Chief.

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

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

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

44
45 **ARTICLE 31 MEMBERS' RIGHTS**

46
47 **Section 1 - (Access to Personnel File)**

48 A. An employee on his off-duty time may see his personnel and medical files which are maintained in
49 the Fire Chief's Office and the Bureau of Human Resource Management upon written request to the Fire

1 Chief's office. If an employee wishes to answer or supplement any material found in his personnel file,
2 the employee may do so and his written statement shall become part of the personnel file. Requests for
3 such viewing must be honored within fifteen (15) days of such request.
4

5 B. A member may submit a written request for a copy of any and all material in the member's medical
6 or personnel file, and upon request the Employer shall provide such copy within a reasonable time.
7

8 C. Employees will be provided with complimentary copies of their medical records upon request during
9 any twelve-month period. If an employee requests additional copies of medical records during the same
10 twelve-month period, employees will be assessed a fee for the additional copies on a per-page basis at
11 the City's current FOIL rate.
12

13 **Section 2 - (Memorandum of Record)**

14 Upon issuance of a Memorandum of Record, an employee shall be allowed to respond in writing on
15 the Memorandum document with comments pertaining to the subject matter therein. Employees so
16 issued a Memorandum of Record shall acknowledge receipt thereof by signing the Memorandum. Such
17 signature shall not necessarily constitute acknowledgment of or admission to the matters cited. A
18 Memorandum of Record is not considered discipline and shall be removed from a member's personnel
19 file after six (6) months to a year, depending upon the seriousness of the matters cited. The
20 Memorandum of Record shall indicate the length of time it will remain in the member's personnel file.
21

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

23 1. Purpose

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

26 The terms "Fire Chief" and "Chief" as used herein shall also mean the Fire Chief's designee.
27

28 2. Determination of Disability

29 (A) A written injury report, on a form prescribed by the Fire Chief, shall be filed by the member
30 with the member's commanding officer prior to leaving duty, for any injury or illness. The form shall
31 be forwarded to the Fire Chief through the chain of command. Where a member is incapable of filing
32 a report it shall be filed by his commanding officer. In extenuating circumstances a member may file
33 a report verbally with the appropriate deputy chief and shall notify his commanding officer he has
34 done so, as promptly as possible but in no event more than 48 hours after the event.
35

36 (B) The above referenced injury report shall serve as an application for Section 8B-5 Benefits for a
37 period not to exceed sixty (60) calendar days from the date of injury. If a member desires a
38 continuation of Section 8B-5 Benefits beyond the initial sixty (60) day calendar period, he must
39 submit an application for Section 8B-5 Benefits within fifteen (15) calendar days from the expiration
40 of the sixty (60) calendar day period. The injury report and the application for Section 8B-5 Benefits
41 shall be made on forms prescribed by the Fire Chief.
42

43 (C) No such application shall be approved unless it is filed in the office of the Chief within seventy-
44 five (75) calendar days after the incident which allegedly gave rise to the illness or injury, or within
45 sixty (60) calendar days of when the member knew or should have known that the injury or illness
46 was a result of performance of the member's duties.
47

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

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

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

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

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

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

25
26 (J) If the initial determination of the Chief is that the applicant is not eligible for Section 8B-5
27 benefits, and the applicant wishes to contest such determination, the member shall serve a written
28 demand to the Chief for a hearing and final determination of such application, which demand shall be
29 served within fifteen (15) business days of the mailing of the Chief's initial determination. The
30 Hearing Officer shall make the final determination.

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

35 36 3. Light Duty Assignments or Return to Duty

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

1 **ARTICLE 32 GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

28 A. This Agreement shall be effective from July 1, 2021 until June 30, 2026. No provision of the
29 agreement is intended to have retroactive application prior to the actual date of execution of this
30 agreement, unless such provision expressly provides for a specific implementation date.

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

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

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

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

1 IN WITNESS WHEREOF, THE PARTIES HAVE HERETO CAUSED THIS AGREEMENT TO
2 BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES
3

4
5 **For the City of Rochester, New York:**

6 
7
8
9

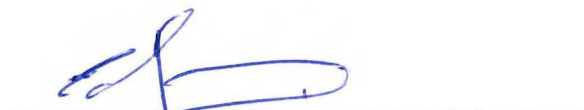
10 Malik D. Evans
11 Mayor

12
13
14 
15

16 Sarah Cressman
17 Manager of Labor Relations

18
19 Date: 11/21/23
20

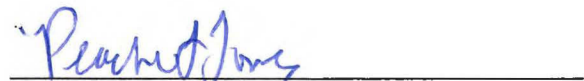
21
22 **For the Rochester Fire Fighters Association, Local 1071,**
23 **IAFF, AFL-CIO, Inc.**

24
25 
26
27

28 Eddie Santiago, President

29
30 Date: 11/21/23
31

32
33 Approved as to form
34 Corporation Counsel

35
36
37 
38

39 By Peachie Jones
40 Municipal Attorney

Appendix A

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF ROCHESTER
AND

ROCHESTER FIRE FIGHTERS ASSOCIATION
LOCAL 1071, IAFF

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

- I. This agreement is a successor to the Memorandum of Agreement that was in effect from January 1, 2016 through December 31, 2018, and this MOA will become an appendix to the collective bargaining agreement. The effective period for this agreement is January 1, 2019 through December 31, 2021, with an option to renew for two additional one-year terms, by mutual agreement of both parties.
- II. Modify the Health Insurance provisions (Article 9) and Life Insurance provisions (Article 10) of the collective bargaining agreement as follows:

ARTICLE 9 HEALTH BENEFITS

Section 1 - (Health Care Coverage)

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

Section 2: (Self-Funding and City's Defined Contribution)

- A. The City Healthcare Insurance Program is a self-insured funding arrangement.
- B. For Plan year 2019, (Jan. 1, 2019– Dec. 31, 2019) the City will make a defined contribution in the amount of \$40,740,924 toward the funding of the City's Health Insurance Program for all active City employees. This total amount of the City's defined contribution is based on the following calculation: \$15,902 per contract for all active City employees multiplied by 2562 contracts.
- C. For Plan year 2020, (Jan. 1, 2020 – Dec. 31, 2020) the City will increase its 2019 defined contribution amount by 3.75% which equates to \$16,498 per contract multiplied by the number of contracts as of September 1, 2019 for all active City employees.
- D. For Plan year 2021, (Jan. 1, 2021– Dec. 31, 2021) the City will increase its 2020 defined contribution amount by 3.75% which equates to \$17,117 multiplied by the number of contracts as of September 1, 2020 for all active City employees.
- E. The Labor/Management Health Care Committee will have the responsibility for determining how any differential in the amount of City defined contribution funding and the total annual cost of health care for active employees will be reconciled in accordance with the Labor/Management Health Care Committee Governance Agreement. It is understood that the Committee must take action to reach consensus on this funding reconciliation by September 30th of any plan year, so as not to disrupt open enrollment or adversely affect employee coverage. At the time of reconciliation, if it is determined that employee contribution will be necessary to cover health related expenses, employee contribution shall not exceed 10% of the premium equivalent for the plan the employee is enrolled in.

Section 3 - (Coverage for Retired Members)

- A. The City will make available medical and hospital insurance to qualified employees who retire during the term of this agreement under the New York State Police and Fire Retirement System. In order to qualify for the benefits, set forth in this section, employees must meet all of the following conditions:
 - 1. The employee must retire directly into and/or under the New York State Police and Fire Retirement System from active, full-time employment with the City and receive a pension therefrom, and

2. The employee must have served a minimum of twenty (20) years of active full-time employment with the City immediately preceding retirement into and/or under the New York State Police and Fire Retirement System. The required minimum period of time set forth in this paragraph will be waived in the event the employee is granted and receives a New York State Police and Fire Retirement System disability retirement or in the event a member is hired after his forty-second (42nd) birthday and is mandated to retire at age sixty-two (62).
 3. For firefighters who are veterans, up to three (3) years of military service shall be credited toward satisfying the minimum twenty (20) year City employment requirement under this section provided the firefighter furnishes the City with documentation showing that the firefighter has bought this additional military service credit time from the NYS Police and Fire Retirement System. This additional military service credit is only applicable toward achieving the minimum twenty (20) year employment requirement; it shall not be credited for any other purpose.
- B. Qualified retirees, as defined in subdivision A of this section, who retire during the term of this agreement may elect to enroll in the Core, or Enhanced Plan, as may be amended by the Labor /Management Health Care Committee. The City will contribute 90% (ninety percent) of the cost of the Core Plan premium for those who retire with less than 25 years of service with the RFD. The City will contribute 95% (ninety-five percent) of the cost of the Core Plan premium for those who retire with at least 25 years but less than 30 years of service with the RFD. The City will contribute 100% (one hundred percent) of the cost of the Core Plan premium for those who retire with 30 or more years of service with the RFD.
- C. When eligible for Medicare coverage, the retiree shall be covered by the City's Medicare supplemental or Medicare Advantage Plan. It is expressly understood that the City's health insurance does not cover any medical expenses covered by Medicare A and B for those being provided benefits in retirement plans. It is also understood for those Medicare eligible retirees participating in the City's health insurance retirement plans, Medicare A and B coverage participation is required.

Section 4.- (Dental Plan)

See Dental Plan Agreement.

Section 5 - (Dependent Coverage)

- A. In the event of a non-duty related death of any active member employed on or after June 29, 2019 with ten (10) or more years of continuous full-time service with the City, the City will continue to provide and pay the cost of all health care benefits provided by this article to the surviving spouse of the deceased member for five (5) years or until said spouse remarries, whichever occurs first, and to dependent children of the deceased member until such dependents reach the age of 26.
- B. In the event of the line-of-duty death of any active member of the unit, the City will continue to provide and pay the cost of all health benefits provided by this article to the surviving spouse of the deceased member until said spouse dies or remarries, and to dependent children of the deceased member until such dependents reach the age of 26.
- C. Any active member who retires on or after January 1, 2020 with years of service equal to or greater than 10 years, shall have the following survivor benefits:

If the retiree predeceases his/her spouse, the City will continue to provide health care benefits provided by this article to only the surviving spouse, and/or eligible dependents (age 26) for lifetime unless the spouse's status changes to married. Contribution will remain the same prior to death of the member.

Section 6 - (Flexible Benefit Plan)

The City shall make available a Flexible Spending Account program. The method of administration and the choice of administrator will be determined by the Labor/Management Healthcare Committee and the procedures set forth therein.

Section 7 - (Alternative Health Benefits)

- A. All those who accept health insurance coverage from a source other than the City of Rochester shall receive \$2,000 (two thousand dollars) per annum, prorated by month, based on the Health Insurance Plan year, payable no later than 60 days following the end of the preceding Plan year.
- B. Applications shall be made for the following Plan year at the same time as "open enrollment" for health insurance.
- B. Re-enrollment in the City Coverage is permitted during the year in the event of a change in family status or loss of alternative coverage.

Section 8 – (Life Insurance)

This provision replaces Article 10 of the collective bargaining agreement.

- A. **Death Benefit for Active Members:** The City agrees to provide a \$5,000 ordinary death benefit to all employees covered by this agreement, with double indemnity in the event of an accidental death. The employer has the right to elect either to self-insure or to use an insurance provider, and the right to select the provider.
- B. **Performance of Duty Death Benefit:** The City agrees to provide an additional \$15,000 death benefit to the member's beneficiary for death of a member resulting from the performance of the member's duties.
- C. **Retired Member's Coverage:** The City agrees to provide a \$5,000 ordinary death benefit to all members of the unit who may hereafter retire from service. The employer has the right to elect either to self-insure or to use an insurance provider, and the right to select the provider.
- D. **Insurance Payroll Deductions:** The City shall provide payroll deduction capabilities for one vendor selected by the Union that will provide insurance and/or financial services to those members who so elect deductions. The Union shall provide a minimum of sixty (60) days' notice of a change of vendor.
- E. Those not eligible for 384-e as of the execution of the agreement shall receive an additional \$10,000 life insurance for the term of their employment.

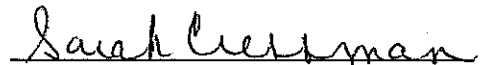
Section 9 – (Successor Agreement)

If the parties fail to enter into a successor Health Care Memorandum of Agreement prior to the expiration of this agreement on December 31, 2021, the City's defined contribution amount toward the funding of the City's Health Insurance Program for all City employees will increase by 3.75% annually, using the same method of calculation as previously referenced, until such time as a successor agreement is reached.

Section 10 – (Contingency Clause)

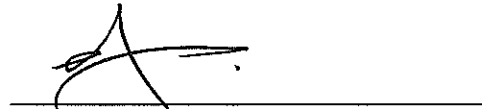
The terms of this Memorandum of Agreement are contingent upon the execution of health care MOAs by all participating members of the joint Labor/Management Health Care Committee.

FOR THE CITY:


Sarah Cressman
Manager of Labor Relations

Date: 2/20/20

FOR THE UNION:


Eddie Santiago
President, IAFF Local 1071

Date: 2-20-20

Appendix B

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

WHEREAS, the City of Rochester ("City") had been providing a dental benefit through Emblem Dental to sworn firefighters who retired from the Rochester Fire Department; and

WHEREAS, the Labor Management Health Care Committee, at its November 2019 meeting, approved a retiree dental plan through Guardian offered to employees, including IAFF Local 1071 ("Union") members, who retire on or after January 1, 2020;

NOW, THEREFORE, after giving due consideration to the matter, the parties mutually agree to the following:

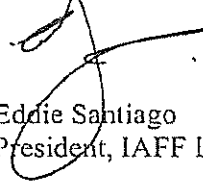
1. As previously discussed and agreed to by the City and the Union, the Guardian retiree dental plan offered to employees who retire on or after January 1, 2020 replaces the Emblem Dental benefit that the City previously provided to sworn firefighters who retired from the Rochester Fire Department.
2. Effective January 1, 2020, the parties agree that the City no longer has any obligation to provide and will cease providing the Emblem Dental benefit to sworn firefighters who retire on or after that date.

For the City:



Sarah Cressman
Manager of Labor Relations

For the Union:



Eddie Santiago
President, IAFF Local 1071

Date: 9/1/20

Date: 9/1/2020

Appendix C

Memorandum of Agreement
Between
City of Rochester
and
Rochester Fire Fighters Association, Local
1071, IAFF, AFL-CIO, Inc.

WHEREAS, the Rochester Fire Fighters Association, Local 1071, IAFF, AFL-CIO, Inc. ("Local 1071") is the recognized exclusive bargaining representative for all uniformed members of the fire fighting force of the City of Rochester ("City") in the ranks of Fire Fighter, Lieutenant, Captain and Battalion Chief, with the exception of employees designated as managerial or confidential and the commanding officer of Planning and Research; and

WHEREAS, the parties desire to enter into an agreement regarding the procedure for payroll corrections, including overpayments and underpayments, to members;

NOW, THEREFORE, the parties hereby agree as follows:

1. In situations where a payroll error is identified which has resulted in an overpayment or underpayment to a member, the City shall provide a written notice to the member, with a copy to Local 1071, explaining the error and identifying the specific amount which must be repaid by the member or to the member.
2. In the case of an overpayment, the member has 7 calendar days from the date of the written notification to respond. If the member does not respond within 7 calendar days, the City shall recoup the overpayment in accordance with the default repayment options set forth in Paragraph 3. In order to dispute the overpayment, the member, or a Local 1071 representative on the member's behalf, must send an email or other written notice to the City Payroll Supervisor or other designated City representative within 7 calendar days of the written notice.
3. The following options are available to members for overpayments:
 - a) For an overpayment affecting only one pay period, the member may elect to have the full amount of the overpayment deducted from the member's next payroll payment. This will be the default recoupment method if the member and/or Local 1071 does not respond to the written notification within the specified time period. If the amount of the overpayment exceeds \$100, the City will offer the member a repayment option over more than one pay period.
 - b) For an overpayment affecting two or more pay periods, repayment shall be made over the same number of pay periods in the amount of the

overpayment made in each pay period. This will be the default recoupment method if the member does not respond to the written notification within the specified time period. If the amount of the overpayment in each pay period exceeds \$100, the City will offer the member an extended repayment period option. Alternatively, the employee may elect to have the full amount of the overpayment deducted from the member's next payroll payment.

- c) The City and the member may mutually agree to a repayment option other than those set forth above. Local 1071 may participate in this process at the member's request.
- d) If the member separates from employment with the City before the City fully recovers the overpayment, the remaining amount will be deducted from the employee's final payroll payment.

4. If the member disputes the overpayment in accordance with the procedure set forth in Paragraph 2, the City and the member and/or Local 1071 will attempt to resolve the dispute. If the dispute cannot be resolved, the union may file a grievance in accordance with the CBA provision, and no repayment shall occur until the grievance is finally resolved. If the member separates from employment with the City while the grievance is pending, the contested overpayment shall be deducted from the member's final payroll payment and held by the City pending settlement or resolution of the grievance.

5. The parties understand and agree to the following regarding the tax implications of overpayments:

- a) If repayment is made in the same calendar year as the overpayment, the member will repay the net pay amount of the overpayment. Payroll will reduce the member's taxable wages and associated taxes for that calendar year to ensure the year-end W-2 Form is correct.
- b) If repayment is not made in the same calendar year that the overpayment occurred, the member must repay the net pay amount of the overpayment plus the associated federal and state taxes. (Taxes are permanently credited to the member on December 31 and cannot be subsequently recovered by the City). Payroll can only recover the overpaid Social Security and Medicare taxes. Since the City can recover the Social Security and Medicare taxes, the City will reduce the repayment amount by those associated taxes, if applicable. To this end, the member must certify in writing that the member will not request a refund of Social Security and Medicare taxes as well from the IRS. The wages paid in error in the prior year remain taxable to the member for that year because the member received and had use of those funds during that calendar year. The member is not entitled to file an amended tax return for that year.

6. When it has been determined there has been an error in a member's paycheck resulting in an underpayment, payment in correction of the error will be made in the member's next payroll payment. Upon a showing by the member that the underpayment causes an economic hardship, the City will prepare a manual check within 5 business days to correct the underpayment.

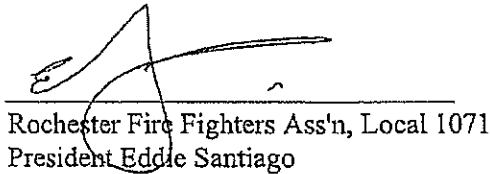
7. Local 1071 agrees not to file an Improper Practice Charge alleging that the City violated its obligation to negotiate in good faith by unilaterally determining the manner in which recent payroll errors or failures to make necessary deductions were to be repaid.

8. Any claimed violation of this Agreement may be submitted to the grievance procedure under Article 27 of the CBA for resolution.



City of Rochester
Sarah Cressman, Manager of Labor Relations

12/9/20
Date



Rochester Fire Fighters Ass'n, Local 1071
President Eddie Santiago

11/16/2020
Date

Appendix D

MEMORANDUM OF AGREEMENT

between

The
CITY OF ROCHESTER

and

ROCHESTER FIRE FIGHTERS ASSOCIATION, LOCAL 1071,
IAFF, AFL-CIO, INC.

WHEREAS, the City of Rochester (“City”) and Rochester Fire Fighters Association, Local 1071, IAFF, AFL-CIO, Inc. (“Local 1071”) are parties to a collective bargaining agreement, dated July 1, 2021 through June 20, 2026 (“CBA”), governing terms and conditions of employment for members of the bargaining unit represented by Local 1071; and

WHEREAS, pursuant to the terms of the CBA, a two-year trial period implementing a new 24-hour schedule will take effect on January 1, 2024; and


WHEREAS, following discussions between the City and Local 1071, the parties have recognized that implementation of the 24-hour schedule is likely to create issues relating to the filling of overtime shifts which were not adequately addressed in the CBA; and

WHEREAS, the parties wish to clarify, and in some instances modify, the procedures and requirements relating to the filling of Line Division overtime; and it is therefore hereby agreed that, notwithstanding anything to the contrary set forth in the CBA:

1. Separate overtime lists shall be maintained, by Group, for Day and Night overtime.
2. Day Overtime shall be from 0800 – 1800 hours (10 hours).
Night Overtime shall be from 1800 – 0800 hours (14 hours).
3. Separate city-wide overtime lists, for both Day and Night overtime, shall be maintained for overtime to fill the following ranks/assignments: Battalion Chief, Captain, Car 99, Fire Investigation Unit and Hazmat.
4. Battalion 1 will be responsible for securing the DAY overtime needs and Battalion 2 will be responsible for filling the NIGHT overtime needs except for any citywide list. The Day/Night list will rotate every 3 months starting January 1st, 2024.

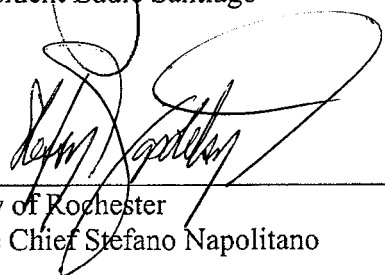
5. No later than 0900 hours, the Battalion Chief shall send out emails or another mutually agreed upon means of communication to the appropriate Group via their City email accounts, as follows:
 - a. Day Overtime List – containing a minimum of the next ten (10) Firefighters and next five (5) Lieutenants up for overtime from the current on-duty Group, for Day overtime the following morning.
 - b. Night Overtime List – containing a minimum of the next ten (10) Firefighters and next five (5) Lieutenants up for overtime from the next in-coming Group, for Night overtime that evening.
 - c. City-wide Overtime List - 1 day a week (on Monday's or the following day, if Monday is a holiday) the Fire Chief or his designee shall send out emails or another mutually agreed upon means of communication containing a minimum of the next five (5) members up for overtime in the ranks/assignments identified in Paragraph 3, above, for both Day and Night overtime lists.
6. After 1000 hours, the Battalion Chief shall begin contacting members from the appropriate list, in order, to offer the overtime. Off-duty members shall be contacted via phone call or by mutually agreed upon means of communication to the cell phone number listed in RedNMX, and the Battalion Chief shall call from a City phone or city-issued cell phone. The Battalion Chief shall leave a voicemail for any member who does not answer the phone. The Battalion Chief shall allow a member fifteen (15) minutes to return the call before moving to the next name on the list.
7. Members shall be removed from a list following a third refusal of an offered overtime opportunity and therefore shall not be offered further overtime until the creation of a new list. A list will be retired and a new list created after each member on the list has worked one overtime or has been removed following a third refusal.
8. For the duration of this Agreement, the above provisions shall be deemed to supersede and replace any provision to the contrary contained in the CBA or reflected in past practice. However, any provision contained in the CBA or reflected in past practice that is not specifically addressed above shall remain in full force and effect.
9. This Agreement shall remain in effect, unless modified by the parties, in writing, for the duration of the 24-hour schedule trial period. If at the conclusion of the trial period, the 24-hour schedule is permanently adopted, this Agreement shall remain in effect for the duration of the CBA, including any continuation of its stated term pursuant to Civil Service Law § 209-a.1(e).
10. Any claimed violation of this Agreement may be submitted to the Grievance Procedure set forth in Article 27 of the CBA for resolution. However, before filing a formal grievance, Local 1071 shall first raise the issue at the next monthly meeting held under Section 1(B) of the 24-Hour Schedule Implementation agreement. The time to commence the grievance shall not

begin to run until the conclusion of such meeting, or any additional extension of time agreed upon in writing by the Union and the Fire Chief.



Rochester Fire Fighters Ass'n, Local 1071
President Eddie Santiago

12/19/2023
Date



City of Rochester
Fire Chief Stefano Napolitano

12/19/2023
Date

1 **APPENDIX E: 24 HOUR SCHEDULE PROVISIONS**

2
3 **Section 1 - Trial Period and Implementation**

4 A. Implementation of the 24-hour schedule shall be on a two-year trial basis effective
5 January 1, 2024.

6
7 B. During the trial period, the City and the Union shall meet on a monthly basis to
8 discuss and attempt to resolve any issues associated with the 24-hour schedule.
9

10 C. The Fire Chief retains the right in the Chief's sole discretion to discontinue the 24-
11 hour schedule during the two-year trial period upon providing written notice to the
12 Union no later than September 1st. If the Fire Chief does not elect to discontinue the
13 24-hour schedule as set forth herein, it shall become permanent at the end of the 2-
14 year trial period. In the event the 24-hour schedule is discontinued, the City shall
15 revert to the work schedule that previously existed as well as all prior applicable
16 contract provisions.
17

18 **Section 2 - CBA Provisions Applicable to 24-Hour Schedule**

19
20 **ARTICLE 5 SICK LEAVE**

21
22 **Section 2 - (Requirement for Doctor's Certificate)**

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

- 25 1. Members who are off duty for any length of time due to an injury shall be
26 required to produce a return to duty certificate from a health care provider(s)
27 appointed for that purpose by the City, before returning to duty, unless waived by
28 the Fire Chief or his designee.
- 29 2. Members working the group system who are off duty due to an illness for more
30 than one (1) 24-hour shift shall obtain a return to duty certificate from a health
31 care provider(s) appointed for that purpose by the City, before returning to duty,
32 unless the requirement of the certificate is waived by the Fire Chief or his
33 designee.
- 34 3. Members working the group system who are off duty due to any illness or injury
35 for more than one (1) 24-hour shift shall produce a certificate of treatment from a
36 licensed health care provider unless waived by the Fire Chief.
37

38 **ARTICLE 6 FUNERAL LEAVE**

39
40 **Section 1 - (Bereavement Leave)**

41 In the case of the death of a member of the employee's immediate family, such employee shall be granted a
42 leave of absence, with pay, for a period of from the day of death up to and including
43 the shift of the day after the funeral. Such paid leave shall not exceed one (1) 24-hour shift for members
44 working the group system or more than four (4) days for members not working the group system.

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

46 A. A leave of absence with pay not to exceed one (1) 24-hour shift shall be granted for members working
47 the group system in the case of death of a brother-in-law, sister-in-law, grandparent-in-law, first cousin,
48 aunt, uncle, niece or nephew of the employee. This leave may only be used to attend funeral services or
49 memorial services.

1 **ARTICLE 14 WORK HOURS**

2
3 **Section 1- (Work Schedule - Line Division)**

4
5 The work day of all members of the unit assigned to the line division shall be one twenty-four
6 (24) hour shift from 08:00 hours to 08:00 hours. This schedule rotation shall be one twenty-four
7 (24) hour shift on, two twenty-four (24) hours shifts off, one twenty-four (24) hour shift on, four twenty-four
8 (24) hours shifts off. The present four (4) group work schedule shall remain in effect and shall be adjusted to
9 an average of forty (40) hours per week over the calendar year. Such adjusted time shall be referred to as
10 cycle time. Members shall receive five (5) cycle time shifts one year, followed by four (4) cycle time shifts
11 the following year.

12
13 **ARTICLE 15 WORK RULES**

14
15 **Section 4 - (Work Substitution)**

- 16 3. Work substitution requires the following approvals:
- 17 a. Twelve (12) hours or less of one (1) 24-hour shift may be granted by the immediate superior officer
 - 18 with the approval of the Battalion Chief.
 - 19 b. One (1) 24-hour shift or less may be granted by the immediate superior officer with the
 - 20 approval of the Battalion Chief.
 - 21 c. More than one (1) 24-hour shift but less than two (2) 24-hour shifts require the
 - 22 approval of the Battalion Chief.
 - 23 d. Requests for two (2) or more consecutive 24-hour shifts require the approval of the Line
 - 24 Deputy Chief.

25
26 **ARTICLE 17 OVERTIME**

27
28 **Section 7 - (Line Overtime)**

29 A. Selection for overtime for general overtime assignments shall be from lists organized by seniority in title
30 and by group. There shall be separate lists for day and for night overtime. Day
31 and night overtime lists shall consist of 12-hour increments; 8:00am to 8:00pm, and 8:00pm to
32 8:00am. Overtime shall be assigned in the following manner: the off-going group would fill the
33 first 12 hours from the day overtime list. The oncoming group would fill the second 12 hours from the night
34 overtime list. There shall be a separate division-wide list for Haz-Mat overtime and separate holiday lists by
35 group. There shall be a separate division-wide list for Battalion Chiefs, and a separate division-wide list for
36 Captains. There shall be a group list for Lieutenants and a group list for Fire Fighters. Members working the
37 non-group schedule may not be added to lists for line overtime. Members assigned to the Fire Investigation
38 Unit also will not be added to the list for line overtime.

39
40 **Section 11 - (Compensatory Time)**

41
42 D. Members working the group system shall be allowed to work whole Cycle Time shifts and
43 shall be compensated with compensatory time at the straight time rate, in lieu of overtime, with accruals to be
44 limited to a maximum of 48 hours. A member wishing to work his scheduled Cycle Time shall notify the
45 Line Deputy Chief at least ten (10) days prior to the day or night which the member shall work.

46
47 E. Members working the group system shall have the option of accruing compensatory time in lieu of
48 overtime payment at the same rate as overtime pay, with the prior approval of the Chief or appropriate
49

1 Deputy. While this compensatory time shall be considered a separate bank of hours from Cycle Time
2 accruals, no member working the group system shall be entitled to accrue more than eighty (80) hours of
3 Cycle Time and compensatory time combined. Therefore, any member working the group system who
4 has reached his maximum accrual of 48 hours in Cycle Time as defined in D. above, may accrue up to
5 an additional thirty-two (32) hours in compensatory time.
6

7 **ARTICLE 22 VACATION SCHEDULE**

8 9 **Section 1 - (Vacation Schedule and Allowances)**

10 11 **B. MEMBERS WORKING THE GROUP SYSTEM:**

12
13 Less than one year of service: Two (2) 24-hour shifts
14 1 to 4 years of service: Four (4) 24-hour shifts
15 5 to 13 years of service: Six (6) 24-hour shifts
16 14 to 19 years of service: Seven (7) 24-hour shifts
17 20 years of service or more: Ten (10) 24-hour shifts

18 19 **ARTICLE 25 UNION RELEASE TIME**

20 21 **Section 2 - (Other Release Time)**

22
23 There will be a bank of 750 additional hours for release time with pay to conduct union
24 business. The Union shall notify the Chief in conformance with the provisions below. The
25 number of members on release time under this section shall not exceed three (3) per 24-hour
26 shift, except by the permission of the Chief, which shall not be unreasonably withheld. For the
27 purposes of counting the number of members off under this section, the Union's Staff
28 Representative shall not be included; however, his hours off shall be charged against the bank.
29 Permission for release time for members not on the Executive Board shall be subject to the
30 operational needs of the department and shall not be unreasonably withheld.