

AGREEMENT
BETWEEN
AFSCME, LOCAL 1635P
AND
The City of Rochester, New York
July 1, 2011 to June 30, 2015



**AFSCME 1635P PART-TIME CONTRACT
JULY 1, 2011 – JUNE 30, 2015**

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**ARTICLE I
RECOGNITION**

Section 1 – Unit Definition

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for all regularly scheduled part-time employees, with full-time AFSCME Local 1635 equivalent titles and assignments, not designated by the Employer as "on-call", or temporary who are employed in the following titles: Administrative Analyst; Animal Care Technician, Auto Aide, Cemetery Worker, Cleaner, Clerk II with typing, Clerk III with typing, Clerk Typist, Code Enforcement Inspector, Code Enforcement Officer, Code Enforcement Officer Trainee, Communications Aide, Counseling Specialist, Dispatcher I, Ground Equipment Operator, Interdepartmental Messenger, Maintenance Mechanic, Microfilm Equipment Operator, Office Automation Specialist, Parking Enforcement Officer, Parking Equipment Mechanic, Police Evidence Technician, Principal Engineering Technician, Project Assistant, Property Conservation Inspector, Receptionist Typist, Secretary, Security Guard, Senior Maintenance Mechanic, Service Representative, Service Representative Bilingual, Veterinary Technician, Victim Assistance Counselor, Water Quality Lab Technician, excluding part-time employees working at the Rochester Public Library.

- B. When new part-time titles are created that have full-time AFSCME Local 1635 equivalent titles, the Employer recognizes the Union as the sole and exclusive bargaining agent regarding terms and conditions of employment for these titles.

**ARTICLE II
UNION SECURITY**

Section 1 – Dues Deduction

- A. The City shall deduct Union dues on the first pay date of each month from those paid on a bi-weekly basis and on the second pay date of each month from the wages of those employees who are paid on a weekly basis, and have filed with the Director of Human Resource Management an appropriate written authorization and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount of Union dues to be deducted from each employee's wages shall be certified to the Director of Human Resource Management by the Secretary-Treasurer of the Union.
- B. The total of all such dues deductions and representative cost deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom such dues and representative costs have been deducted.
- C. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Director of Human Resource Management. Deductions of Union Dues at the new

certified rate shall be made by the City at the next regular pay period for the Union deductions, providing, however, that the certification to the City is made at least two weeks prior to such regular pay period for Union deductions.

- D. The Union agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

Section 2 – Agency Shop

- A. This is an Agency Shop Agreement. It is understood that each employee who is a member of the bargaining unit herein above defined, but is not a member of the Union, shall be liable to contribute to said Union as representative costs, an amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union in accordance with the provisions of Section 1 of this Article.
- B. The City agrees to deduct an amount equal to the normal monthly dues paid by Union members from the earnings of each said employee who is not a Union member as their representative costs and remit such amount to the Union in the same manner as provided in Section 1 of this Article in regards to Dues Deduction.

Section 3 – Access to Work Sites by AFSCME Representatives

The Employer agrees to allow representatives of Local 1635P, including the Business Agent, representatives of International Union and AFSCME Council 66, access to the premises of the Employer to discuss Union matters with Union officers, stewards or members of the Unit, provided such representatives do not interfere with the performance of duties assigned to the employee or disrupt the business operations of the Employer.

Section 4 – Union Officials List

The Union shall provide the Employer with an initial list of Union officers and stewards within 30 days of the execution of this Agreement and shall update such list when changes occur during the term of this Agreement.

**ARTICLE III
MANAGEMENT RIGHTS**

Except where expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive rights to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine what work is to be performed, its place of performance, and who is to perform it in all the operations and services of the Employer; to supervise and direct the working forces; to establish the qualifications for hiring and to hire and promote employees; to schedule and assign work; to establish work performance and

productivity standards and, from time to time, to change those standards; to assign and to transfer employees; to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules, regulations, policies and procedures on all matters and subjects including but not limited to the City's "Standard of Conduct For: Part time, Seasonal and Temporary City Employees"; to evaluate employees, to discipline, suspend and discharge employees for just cause (except probationary employees, defined as employees with less than one year of service with the Employer, without cause); to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Employer. It is specifically provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**ARTICLE IV
WAGES AND DURATION**

Section 1 – Wage Increases

- A. The wage schedule adjustments are retroactive to July 1, 2011.
- B. Effective July 1, 2011 an increase in the wage schedule of 2.00%.
Effective July 1, 2012 an increase in the wage schedule that is equal or equivalent to the amount negotiated for the AFSCME Local 1635 (full-time) Unit.

Effective July 1, 2013 an increase in the wage schedule that is equal or equivalent to the amount negotiated for the AFSCME Local 1635 (full-time) Unit.

Effective July 1, 2014 an increase in the wage schedule that is equal or equivalent to the amount negotiated for the AFSCME Local 1635 (full-time) Unit.

Section 2 – Wage Schedule

A. Please see attached Salary Step Schedules Movement on the Salary Step Schedule will be effective January 1, 2012 for Unit members who are eligible to receive a step increase. Unit members who are eligible will receive a step increase after completion of every two full years of employment (defined as having worked at least 1360 hours in the previous two year period). Step increases will become effective on the first day of the first full pay period on or after January 1st.

B. All current regularly scheduled part-time employees with full-time AFSCME Local 1635 equivalent titles and assignments who previously retired from full-time City employment will retain their current wage rate and will be eligible for negotiated wage increases only. They will not be eligible for the Step Wage program.

**ARTICLE V
HOURS OF WORK**

Section 1 – Work Schedule

Each employee shall work a schedule determined by the supervisor who shall be responsible for the maintenance of schedules in the unit.

Section 2 – Standard Work Week

For payroll purposes only, the standard work week shall begin with Sunday and end on the following Saturday.

Section 3 – Work Day

For payroll purposes only, the work day shall coincide with the calendar day and shall consist of twenty-four (24) hours beginning at midnight provided any shift which begins on or after 8:00 P.M. will be considered part of the next calendar day. No part-time employee shall work more than twenty (20) hours per week for employees who are paid weekly, or forty (40) hours in a two week period for employees who are paid bi-weekly.

Section 4 – Meal/Rest Periods

An employee who works a shift of more than six (6) hours will be given an unpaid meal period for a minimum of thirty (30) minutes duration as may be determined by the Employer.

Employees shall be allowed one ten (10) minute rest period for each three to four hour segment of continuous service. Rest time shall not be added to the meal period or be taken at the beginning or end of the workday. Permission to take this time shall be subject to scheduling problems or other emergencies in each unit. Rest time shall not be cumulative.

Section 5 – Absence as Resignation

Any employee absent from work without authorization for three (3) consecutive scheduled work days shall be deemed to have resigned from his/her position.

**ARTICLE VI
SENIORITY**

Section 1 – Seniority Defined

- A. Seniority means an employee's length of continuous part-time service for the Employer from the employee's original date of hire as a part-time employee as adjusted by the subtraction of any unpaid leave time, except as provided in subsection C of this Article, whether authorized or not.
- B. An employee's seniority shall be terminated by any of the following:
 - 1. Resignation without reinstatement within one year.
 - 2. Discharge for just cause.

- 3. When laid off for a period exceeding his/her seniority, or four (4) years for employees on preferred Civil Service list, whichever is greater.
- 4. Failure to report for work after layoff and notice from the Employer to report for work; or
- 5. Failure to return to work at the expiration of an approved leave of absence.

- C. For purposes of determining seniority and length of service and for purposes of holiday pay eligibility, breaks in service shall mean any change to a position outside of the bargaining unit (as referenced in section 3 below), suspension without pay, unpaid leave or a period of less than one year when not an employee of the Employer. Continuous service shall include: leave for injury in the line of duty, leave while empanelled on a jury, authorized military leave, any paid leave of absence from the Employer, or an authorized Union leave.

Section 2 – Layoff in the Laboring and Non-Competitive Classes

- A. In the event it becomes necessary to layoff laboring or non-competitive employees for any reason, employees within a job title shall be laid off in the following manner:
 - 1. Employees not having seniority shall be laid off first.

2. The least senior in the affected job titles will be laid off in inverse seniority, except that the Employer will neither be required to layoff any unit member who is the sole employee in the title with the skills to perform a retained function, nor to place an employee in any position for which an employee is not qualified to perform the required duties.

- B. The Employer shall forward a list of those employees being laid off to the Local Union President on the same date that the notices are issued to the employees.
- C. Employees to be laid off will have at least ten (10) working days notice of layoff or be paid in lieu of time.

Section 3 – Moves Outside of Bargaining Unit

An employee who moves to a position within the employ of the Employer outside the coverage of this Agreement, shall retain seniority acquired, but shall not accumulate additional seniority. This Section shall only take effect in the event the employee subsequently returns, on a permanent basis, to a position within the coverage of this Agreement.

**ARTICLE VII
HOLIDAYS**

Effective January 1, 2008:

- A. Unit members working more than 680 hours in the preceding calendar year will be eligible for four (4) paid holidays at the rate of four (4) hours pay per holiday. Holidays shall include: Labor Day, Thanksgiving, Christmas, and New Years Day. If a unit member

is required to work on a designated holiday (as referenced above), they will be paid at straight time for the actual hours worked and will also receive the four (4) hours (straight time) holiday pay. Members who work on any other national holidays will receive only their regular rate of pay.

- B. Unit members who have worked more than 680 hours in the preceding calendar year and who have six (6) or more years of service with the Employer shall receive one (1) additional paid holiday: Memorial Day.
- C. Any Veteran of the United States Armed Forces shall receive Veteran's Day as a holiday.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1 – Leave with Pay

- A. Eligibility and hours earned:
 - 1. Effective the first full pay period of January 2008, employees will earn paid leave in accordance with the following schedule. If an employee worked a minimum of 680 hours in the preceding calendar year:

<u>Years of Service</u>	<u>Hours of Paid Leave</u>
1 – 3	10 hours
4 – 7	20 hours
8 or more	28 hours

Unused paid leave time from a given calendar year may not be carried over to the subsequent calendar year.

2. The least senior in the affected job titles will be laid off in inverse seniority, except that the Employer will neither be required to layoff any unit member who is the sole employee in the title with the skills to perform a retained function, nor to place an employee in any position for which an employee is not qualified to perform the required duties.

- B. The Employer shall forward a list of those employees being laid off to the Local Union President on the same date that the notices are issued to the employees.
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- B. Unit members who have worked more than 680 hours in the preceding calendar year and who have six (6) or more years of service with the Employer shall receive one (1) additional paid holiday: Memorial Day.
- C. Any Veteran of the United States Armed Forces shall receive Veterans Day as a holiday.

**ARTICLE VIII
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- A. Eligibility and hours earned:
 - 1. Effective the first full pay period of January 2008, employees will earn paid leave in accordance with the following schedule. If an employee worked a minimum of 680 hours in the preceding calendar year:

<u>Years of Service</u>	<u>Hours of Paid Leave</u>
1 – 3	10 hours
4 – 7	20 hours
8 or more	28 hours

Unused paid leave time from a given calendar year may not be carried over to the subsequent calendar year.

- B. Except in the event of illness of the employee or personal emergency, all requests for use of leave time shall be in writing, on a form provided by the Employer four weeks prior to the use of the leave. This provision may be waived by the employee's supervisor, at the supervisor's sole discretion.
- C. The Employer may require the employee to substantiate a claim of illness by providing a certificate from a treating physician which shall include the date(s) the employee was temporarily disabled due to illness or injury. Failure to provide such documentation when requested shall result in loss of pay for said absences and may be grounds for discipline.

Section 2 – Jury Duty

- A. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service when that time coincides with their scheduled work hours. An employee must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination, and must provide proof of the necessity of such service to his Department Head.
- B. Employees are required to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employee's regular work schedule.
- C. The City shall have the right to seek a waiver from jury duty for the employee. Employees exempted from jury duty must accept the exemption or shall not be paid by the City for such time.

Section 3 – Funeral Leave

After the first year of service in the event of death in the family of a unit member's (spouse, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner, step-parent, step-children, step-brother, and step-sister or any other relatives residing in the employee's household), the Unit member will be allowed up to a maximum total of eight (8) hours leave of absence from the date of death, with pay, to make household arrangements, arrangements for the funeral, or to attend a funeral service. Notice of death shall be furnished to the Employer by the employee upon request.

**ARTICLE IX
FAMILY AND MEDICAL LEAVE ACT**

Notwithstanding any other provisions of this Agreement, the Employer may take action that is in accordance with what is legally permissible under the Family Medical Leave Act in order to be in compliance with the Act, so long as it does not diminish or alter any current statutory benefit. The Employer may adopt policies and procedures that are lawful under the Family and Medical Leave Act, including a policy requiring an employee to exhaust paid leave before being granted FMLA leave.

**ARTICLE X
LIFE INSURANCE**

All Unit members shall be provided with a \$2,500 life insurance with double indemnity for accidental death. The Employer reserves the right to determine the carrier.

**ARTICLE XI
RETIREMENT PLAN/DEFERRED COMPENSATION**

Membership to the New York State Employees' Retirement System is available to all part-time employees. Retirement benefits will be provided pursuant to the rules and regulations of New York State.

In addition, the City will make available on a voluntary basis a deferred compensation plan. Such deferred compensation plan will be designed and administered by the City, which reserves the right to make changes in such plan upon prior notice to the Union.

**ARTICLE XII
WORKERS' COMPENSATION**

- A. The Employer shall provide New York State Worker's Compensation coverage for employees.
- B. Any employee who is unable to perform the duties of his employment due to a compensable injury or occupational disease, as defined in the Worker's Compensation Law, received or contracted in the service of the Employer, and who receives Worker's Compensation benefits, shall receive a leave for compensable injury or occupational disease in accordance with Section 71 of the Civil Service Law.

**ARTICLE XIII
DISCIPLINE AND DISCHARGE**

Section 1 – Nature of Discipline and Discharge

- A. The City shall have the right to discipline an employee for just cause. The City shall endeavor to use progressive discipline where appropriate. Where the appointing authority or his designee determines to impose a written reprimand, a fine not to exceed \$100, suspension without pay not to exceed thirty (30) calendar days, reduction in title and grade, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. The reason(s) for which disciplinary action is being taken and the penalty imposed shall be specified in the notice. The notice shall contain a description of the charges, including dates, times and places relevant to such charges. The Union will be sent a copy of all notices transmitted as a result of this Section within twenty-four (24) hours after notice has been sent to the employee.

Notwithstanding any other provisions to the contrary, an employee may be disciplined for a poor attendance record, excessive absenteeism, or abuse of sick leave. In such cases and notwithstanding Subsection C, the employee's attendance record for the previous eighteen (18) months may be considered.

If the employee is summoned for disciplinary action, and desires a Union Representative to be present at the scheduled time, the Union Representative shall be allowed to be present.

- B. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- C. Except for fraud or any felony where the statute of limitations has not expired, an employee shall not be disciplined for acts which occurred more than ninety (90) calendar days prior to the imposition of the discipline, unless discovered more than ninety (90) days after its occurrence, in which case discipline may be imposed within sixty (60) days of such discovery.

Section 2 – Procedure

- A. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary. This procedure shall be exclusive, and the procedure and remedies herein provided shall apply in lieu of all other procedures and remedies, including Sections 75 and 76 of the Civil Service Law which shall not apply to employees.
- B. If a disciplinary grievance is filed, it shall be initially filed at the step of the grievance procedure corresponding to the level of authority which imposed the discipline.
- C. In the event that a grievance is pursued to arbitration, in addition to all other provisions set forth in Article XIV of this Agreement pertaining to arbitration, the following shall apply. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of the imposed penalties.

Disciplinary arbitrators shall not add to, subtract from or modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension pursuant to Subdivision D of this Section, shall be final and binding upon the parties and the employee, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension under Subdivision D of this Section, if any, he may consider such suspension in determining the penalty to be imposed.

- D. Prior to being issued a notice of discipline, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.
 1. The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would interfere with operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven (7) working days following any such suspension.

2. The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime which in the opinion of the appointing authority is directly related to the employee's job duties. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within five (5) days thereof. Within thirty (30) calendar days following such suspension under this provision, or within five (5) days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

E. This Article does not apply to employees with less than six (6) months of service, probationary employees with less than twelve (12) months service in a probationary status, or any other employees not having seniority.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1 – Definition of Grievance

- A. A grievance is a dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation or misapplication of an express provision of this Agreement and is subject to all steps of the grievance procedure including arbitration.
- B. Any other dispute or grievance concerning a term and condition of employment shall be processed up to and including Step 3 of the grievance procedure.
- C. A grievance over discipline shall be processed in accordance with the procedures set forth in Article XIII in addition to the procedures set forth in this Article.

Section 2 – Procedure

- A. Procedure
Step 1 - The grievance shall be presented in writing by the Union Steward or other authorized Union representative to the Bureau Head within seven (7) working days of the act or omission giving rise to the grievance, or within three (3) additional working days of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission. The Bureau Head shall respond to the Union Steward or authorized Union representative within three (3) working days. If

the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

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

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

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

B. The time limits in the grievance procedure for Steps 1, 2, 3, and 4 may be extended by mutual Agreement of the Union and the City and shall be confirmed in writing.

C. Except where inapplicable pursuant to Section 1.B of this Article, any grievance is required to be in writing, and any request for arbitration, shall contain a plain statement of the grievance, the Department, the employee or employees involved, the specific provision or provisions of the Agreement in dispute, and the remedy being sought.

D. Grievances of a general nature affecting several employees in each of two or more Bureaus within a Department may be initiated at Step 2 of the grievance procedure. Grievances of a general nature affecting employees in each of two (2) or more departments may be initiated at Step 3 of the grievance procedure. The names of the affected employees may be eliminated from the written grievance where the number of affected employees is too numerous to list, in which case job titles will be used.

E. A grievance initiated above Step 1 shall be initiated within twelve (12) working days of the act or omission giving rise to the grievance. The City's response to such a grievance shall be due within twelve (12) working days.

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

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

Section 3 – Arbitration Procedure

A. An arbitration proceeding shall be conducted by an arbitrator designated, and pursuant to rules agreed upon, in accordance with this Subdivision. Within thirty (30) days of the execution of this Agreement, the parties will:

1. Select and maintain a panel of mutually acceptable arbitrators who shall serve for the duration of the Agreement. Such panel shall consist of not fewer than three (3) arbitrators. The arbitrators shall be initially listed in alphabetical order and shall be designated on a rotating basis to arbitrate individual cases. In the event an arbitrator is unavailable to hear a specific case, such arbitrator will be temporarily passed over, but shall be at the top of the list for the next case. Upon completion of his or her service on a case, the arbitrator shall be placed at the end of the panel list. Both parties reserve the right during the term of this Agreement to remove up to one (1) arbitrator from the panel. A party removing an arbitrator from the panel shall propose a replacement acceptable to the other party. Arbitrators shall also be replaced by mutual agreement in the event of resignation or any other inability to serve.

2. Agree upon Rules of Procedure modeled after Part 207 of the Rules and Regulations of the Public Employment Relations Board (PERB), except that references to the "Board" and the "Director of Conciliation" and like references to PERB and its officers and agents shall be deleted and modified as necessary. The Rules of Procedure agreed upon pursuant to this Section shall be reduced to writing and shall be made available to the panel of arbitrators and other interested parties. Such Rules of Procedure may be amended by mutual consent in the manner described in Article XIX.

3. In the event the procedure described above is not, or cannot be, implemented, or terminates or is unenforceable for any reason, arbitrations conducted pursuant to this Agreement shall be governed by Part 207 of the Rules and Regulations of the Public Employment Relations Board. Notwithstanding any provisions of any procedure or rule inconsistent with the express terms of this Collective Bargaining Agreement, any such inconsistent procedure or rule shall be void and superseded by the express terms of this Agreement.

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

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

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

**ARTICLE XV
UNION RELEASE TIME**

For contract negotiations, the Union shall be permitted to have up to six members on the negotiating committee.

**ARTICLE XVI
DRUG AND ALCOHOL TESTING**

All current and/or future employees in the title of Telecommunicator, Dispatcher I, Dispatcher II and Shift Supervisor shall be subject to drug and/or alcohol testing on a random, or unannounced basis. The testing facilities, labs, MRO, substances tested for, the tests and related procedures shall be the same as used by the Employer to test holders of Commercial Drivers Licenses.

**ARTICLE XVII
EMPLOYEE UNIFORM**

Where uniforms are provided by the Employer, employees shall be required to wear such uniforms while on duty. Failure to wear required uniforms shall result in disciplinary action.

**ARTICLE XVIII
ENTIRE AGREEMENT**

The Employer and the Union, for the duration of this Agreement each voluntarily and unqualifiedly waives any right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement.

**ARTICLE XIX
TERMINATION OR MODIFICATION**

Section 1 – Modification

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

Section 2 – Taylor Law § 204-a

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

**ARTICLE XX
WORKFORCE CHANGES**

Section 1 – Posting For the Purposes of Filling Promotional Opportunities

A. Whenever an opportunity for promotion occurs because a job opens in any existing job classification within the AFSCME Full-Time bargaining unit or as the result of the development or establishment of a new job classification that has been added to the AFSCME Full-Time bargaining unit, a notice of such openings


shall be posted on all Union bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such postings shall be for a period not less than five (5) working days. Postings shall not be required in the event of positions being filled due to layoff.


B. During this posting period, AFSCME part-time unit members who wish to apply for the open AFSCME full-time position may do so. An employment application shall be submitted to the City of Rochester's Bureau of Human Resource Management at City Hall.

C. When filling full-time positions that meet the definitions and/or requirements for promotional opportunities, as described in the AFSCME Full-Time collective bargaining agreement, applications submitted by AFSCME part-time bargaining unit members will be considered after the AFSCME Full-Time collective bargaining agreement posting requirements are met and prior to the job opening being advertised to the public.

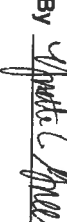
IN WITNESS WHEREOF, THE PARTIES HAVE HERETO CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES:
 FOR THE CITY OF ROCHESTER:

 DATE 10/11/2011
 THOMAS S. RICHARDS
 MAYOR

 DATE Oct 11, 2011
 SHARON A. BURKE
 MANAGER OF LABOR RELATIONS
 FOR AFSCME, LOCAL 1635P.

 DATE 10/11/2011
 ANTHONY M. GNNELLO
 PRESIDENT

 DATE 10/17/2011
 PETER B. NICKLES
 COUNCIL 66 AREA REPRESENTATIVE

APPROVED AS TO FORM
 CORPORATION COUNSEL
 By 

APPENDIX A, PAGE 1

TITLE	2.0%				
	AFSCME PT TITLES				
	EFFECTIVE 7/1/2011				
BRACKET	A	B	C	D	E
N717	21.21	21.86	22.54	23.26	23.97
N720	23.37	24.09	24.83	25.63	26.42
P702	12.50	12.89	13.29	13.71	14.14
P758	14.61	15.06	15.51	16.03	16.54
N711	17.65	18.20	18.76	19.35	19.95
P757	14.31	14.75	15.21	15.74	16.18
P701	12.19	12.57	12.95	13.37	13.78
N709	16.76	17.28	17.82	18.38	18.94
N707	15.95	16.45	16.96	17.50	18.04
N703	14.58	15.02	15.49	15.98	16.47
P761	15.73	16.22	16.72	17.28	17.86
P721	21.27	21.92	22.60	23.33	24.05
P718	19.18	19.77	20.39	21.03	21.68
N716	20.58	21.23	21.87	22.58	23.28
N718	21.92	22.59	23.30	24.03	24.79
N715	14.80	15.50	16.09	16.69	17.37
P756	13.31	13.71	14.12	14.69	15.18
N706	15.56	16.03	16.53	17.07	17.58
P760	15.23	15.70	16.18	16.70	17.21
N706	15.56	16.03	16.53	17.07	17.58
N717	21.21	21.86	22.54	23.26	23.97
P710	15.03	15.49	15.97	16.48	16.99
P710	15.03	15.49	15.97	16.48	16.99
P716	20.58	21.23	21.87	22.58	23.28
N718	21.92	22.59	23.30	24.03	24.79
N712	18.16	18.72	19.30	19.91	20.53
P718	19.18	19.77	20.39	21.03	21.68
N706	15.56	16.03	16.53	17.07	17.58
N711	17.65	18.20	18.76	19.35	19.95
P752	13.00	13.41	13.83	14.28	14.71
N812	15.89	16.38	16.89	17.42	17.96
P762	16.10	16.58	17.10	17.59	18.19
P710	15.03	15.49	15.97	16.48	16.99
N714	19.30	19.90	20.50	21.17	21.82
P720	20.45	21.08	21.74	22.43	23.12