

AGREEMENT
BETWEEN
AFSCME, LOCAL 1635P
AND
THE CITY OF ROCHESTER, NEW YORK

JULY 1, 2020 TO JUNE 30, 2022

AFSCME 1635P PART-TIME CONTRACT

JULY 1, 2020 – JUNE 30, 2022

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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: Accountant, Administrative Analyst, Animal Care Technician, Animal Care Technician II, Animal Care Technician/Trainee, Animal Control Officer, Animal Services Client Specialist, Auto Aide, Cemetery Service Representative, 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, Communications Research Assistant, Counseling Specialist, Dispatcher I, Dispatcher II, Equipment Mechanic, Grants Support Associate, Ground Equipment Operator, Maintenance Mechanic, 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, Senior Maintenance Mechanic Buildings, Service Representative, Service Representative Bilingual, Senior Maintenance Mechanic, Senior Maintenance Mechanic Buildings, Telecommunicator, Veterinary Technician, Victim Assistance Counselor, Water Quality Lab Technician, Youth Services Associate, 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 – 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 3 – 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.

Section 4 – Employee List

The City of Rochester shall provide the Union with, at no cost to the Union, a list of Bargaining Unit members, hired by the City of Rochester and covered under this agreement, twice (2) annually. This list shall include the employee's name, job title, date of hire, Department of employment, and home address; except that upon an employee's written request, the employee's home address shall not be disclosed. In any instance where an employee makes a written request to withhold their home address, the City of Rochester shall provide the Union with a copy of the employee's written request.

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, 2020.
- B. Effective July 1, 2020 an increase in the wage schedule of 2.00%.
Effective July 1, 2021 an increase in the wage schedule of 2.00%.

Section 2 – Wage Schedule

- A. Please see attached Salary Step Schedules. Movement on the Salary Step Schedule will be effective January 1, 2021 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. Effective January 1, 2022 Step F will be added to the Salary Step Schedule. Unit members who are at top step and eligible for a step increase will be brought up to Step F.
- C. 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.

Section 3 – Tool Allowance

Employees of the Bureau of Equipment Services who have completed 12 months in positions in which they are required to provide their own tools shall receive reimbursement for the purchase of tools used in the performance of their job, up to a maximum of \$200 per year. In the event the employee purchases appropriate tools in excess of \$200 in a fiscal year, the unreimbursed remainder may be submitted the following year for reimbursement, as long as the total in any one fiscal year does not exceed \$200. Reimbursement for tool purchases shall be made in January, in accordance with the following procedures:

- 1. Employees shall submit receipts for the preceding calendar year, with a completed claim voucher, to the Fleet Manager no later than January 15 of each year.
- 2. Receipts must be originals and shall include the printed name of the seller, a description of the item purchased (i.e. tool name and/or description), and the date of sale.

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 Monday and end on the following Sunday.

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

- 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 Year's 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 two (2) additional paid holidays: Memorial Day and Martin Luther King Jr. Day.
- C. All time worked by the Unit member in any capacity for the City in the preceding calendar year (e.g., seasonal, temporary non-bargaining unit, temporary full-time) will count towards the 680 hour minimum.
- D. 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 2016, 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	12 hours
4 – 7	28 hours
8 or more	34 hours

A maximum of fourteen (14) hours of unused paid leave time maybe carried over to the subsequent calendar year.

- B. All time worked by the Unit member in any capacity for the City in the preceding calendar year (e.g., seasonal, temporary non-bargaining unit, temporary full-time) will count towards the 680 hour minimum.
- C. 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 two (2) weeks prior to the use of the leave. This provision may be waived by the employee's supervisor, at the supervisor's sole discretion.

- D. 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 Workers' 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 Workers' Compensation Law, received or contracted in the service of the Employer, and who receives Workers' 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 Purpose 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 Department 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:



Lovely A. Warren
MAYOR

DATE 11/19/2020

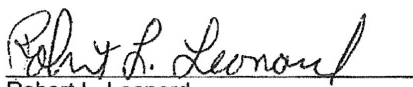

Sarah E. Cressman
MANAGER OF LABOR RELATIONS

DATE 11/19/20

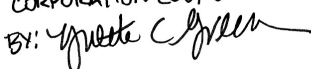
FOR AFSCME, LOCAL 1635P:


Bill Slocum
PRESIDENT

DATE 11/19/20


Robert L. Leonard
COUNCIL 66, LABOR RELATIONS SPECIALIST

DATE 11/19/2020

APPROVED AS TO FORM
CORPORATION COUNSEL
BY: 

APPENDIX A, PAGE 1
AFSCME PART-TIME TITLES
EFFECTIVE 7/1/2020

TITLE	BRACKET	Step A	Step B	Step C	Step D	Step E
Accountant	717	25.10	25.87	26.67	27.52	28.37
Administrative Analyst	720	27.65	28.51	29.39	30.33	31.27
Animal Care Tech	702	14.79	15.25	15.72	16.22	16.73
Animal Care Tech II	706	16.11	16.60	17.12	17.66	18.21
Animal Care Tech/Trainee	701	14.43	14.87	15.33	15.82	16.31
Animal Control Officer	712	18.80	19.38	19.98	20.62	21.26
Animal Services Client Specialist	711	20.88	21.53	22.19	22.90	23.61
Automotive Aide	758	17.29	17.82	18.36	18.97	19.57
Automotive Parts Clerk	711	18.27	18.84	19.42	20.04	20.66
Building Maintenance Helper	752	15.39	15.88	16.36	16.89	17.40
Cemetery Service Rep	711	20.88	21.53	22.19	22.90	23.61
Cemetery Worker	757	16.94	17.45	18.00	18.62	19.15
Cleaner	701	14.43	14.87	15.33	15.82	16.31
Clerk II/Typing	709	19.83	20.45	21.08	21.75	22.42
Clerk III/Typing	707	18.89	19.47	20.07	20.71	21.35
Clerk Typist	703	17.25	17.78	18.33	18.92	19.50
Code Enforcement Inspector	761	18.62	19.19	19.79	20.45	21.14
Code Enforcement Officer	721	25.16	25.94	26.74	27.60	28.45
Code Enforcement Officer Trainee	718	22.70	23.40	24.12	24.89	25.66
Communications Aide	716	24.36	25.11	25.89	26.72	27.54
Communications Research Assistant	812	18.80	19.38	19.98	20.62	21.26
Counseling Specialist	718	25.94	26.74	27.57	28.45	29.33
Dispatcher I / 911	715	17.52	21.90	22.59	23.29	24.10
Dispatcher II / 911	817	18.68	23.34	24.08	24.84	25.64
Equipment Mechanic	638	19.56	20.18	20.79	21.52	22.15
Grants Support Associate	713	22.15	22.83	23.54	24.29	25.04
Ground Equipment Operator	756	16.54	17.05	17.57	18.25	18.73
Maintenance Mechanic	760	18.02	18.57	19.15	19.77	20.37
Parking Enforcement Officer	710	17.79	18.34	18.90	19.51	20.11
Parking Equipment Mechanic	710	17.79	18.34	18.90	19.51	20.11
Police Evidence Tech	716	24.36	25.11	25.89	26.72	27.54
Principal Engineering Technician	718	25.94	26.74	27.57	28.45	29.33
Project Assistant	712	21.49	22.15	22.84	23.56	24.29
Property Conservation Inspector	718	22.70	23.40	24.12	24.89	25.66
Receptionist Typist	706	18.41	18.98	19.56	20.19	20.81
Research Assistant	716	24.36	25.11	25.89	26.72	27.54
Secretary	711	20.88	21.53	22.19	22.90	23.61
Security Guard	752	15.39	15.88	16.36	16.89	17.40
Service Representative	812	18.80	19.38	19.98	20.62	21.26
Service Representative Bilingual	812	18.80	19.38	19.98	20.62	21.26
Senior Maintenance Mechanic	762	19.04	19.62	20.24	20.82	21.52
Senior Maintenance Mechanic Bldg	765	20.75	21.38	22.04	22.73	23.42
911 Telecommunicator	810	15.54	19.42	20.04	20.66	21.26
Veterinary Technician	710	17.79	18.34	18.90	19.51	20.11
Victim Assistance Counselor	714	22.83	23.54	24.27	25.04	25.81
Water Quality Lab Tech	720	24.20	24.94	25.72	26.54	27.36
Youth Services Associate	711	20.88	21.53	22.19	22.90	23.61

APPENDIX A, PAGE 2
AFSCME PART-TIME TITLES
EFFECTIVE 7/1/2021

TITLE	BRACKET	Step A	Step B	Step C	Step D	Step E
Accountant	717	25.60	26.39	27.21	28.07	28.94
Administrative Analyst	720	28.21	29.08	29.98	30.94	31.89
Animal Care Tech	702	15.09	15.56	16.04	16.55	17.06
Animal Care Tech II	706	16.43	16.94	17.46	18.02	18.57
Animal Care Tech/Trainee	701	15.00	15.17	15.64	16.14	16.63
Animal Control Officer	712	19.18	19.77	20.38	21.03	21.68
Animal Services Client Specialist	711	21.30	21.96	22.64	23.36	24.08
Automotive Aide	758	17.64	18.18	18.73	19.35	19.96
Automotive Parts Clerk	711	18.64	19.21	19.81	20.44	21.07
Building Maintenance Helper	752	15.70	16.20	16.69	17.23	17.75
Cemetery Service Rep	711	21.30	21.96	22.64	23.36	24.08
Cemetery Worker	757	17.28	17.80	18.36	18.99	19.53
Cleaner	701	15.00	15.17	15.64	16.14	16.63
Clerk II/Typing	709	20.23	20.85	21.50	22.18	22.87
Clerk III/Typing	707	19.26	19.86	20.47	21.12	21.78
Clerk Typist	703	17.59	18.14	18.70	19.30	19.89
Code Enforcement Inspector	761	18.99	19.57	20.19	20.86	21.56
Code Enforcement Officer	721	25.67	26.46	27.28	28.15	29.02
Code Enforcement Officer Trainee	718	23.15	23.87	24.60	25.39	26.18
Communications Aide	716	24.85	25.61	26.41	27.25	28.10
Communications Research Assistant	812	19.18	19.77	20.38	21.03	21.68
Counseling Specialist	718	26.46	27.27	28.12	29.02	29.92
Dispatcher I / 911	715	17.87	22.33	23.05	23.76	24.58
Dispatcher II / 911	817	19.05	23.81	24.56	25.32	26.18
Equipment Mechanic	638	19.95	20.58	21.21	21.95	22.59
Grants Support Associate	713	22.59	23.29	24.01	24.77	25.54
Ground Equipment Operator	756	16.87	17.39	17.92	18.62	19.10
Maintenance Mechanic	760	18.38	18.94	19.53	20.17	20.78
Parking Enforcement Officer	710	18.14	18.70	19.28	19.90	20.51
Parking Equipment Mechanic	710	18.14	18.70	19.28	19.90	20.51
Police Evidence Tech	716	24.85	25.61	26.41	27.25	28.10
Principal Engineering Technician	718	26.46	27.27	28.12	29.02	29.92
Project Assistant	712	21.92	22.60	23.30	24.04	24.78
Property Conservation Inspector	718	23.15	23.87	24.60	25.39	26.18
Receptionist Typist	706	18.77	19.35	19.95	20.59	21.23
Research Assistant	716	24.85	25.61	26.41	27.25	28.10
Secretary	711	21.30	21.96	22.64	23.36	24.08
Security Guard	752	15.70	16.20	16.69	17.23	17.75
Service Representative	812	19.18	19.77	20.38	21.03	21.68
Service Representative Bilingual	812	19.18	19.77	20.38	21.03	21.68
Senior Maintenance Mechanic	762	19.42	20.01	20.64	21.24	21.95
Senior Maintenance Mechanic Bldg	765	21.17	21.81	22.48	23.18	23.89
911 Telecommunicator	810	15.85	19.81	20.44	21.07	21.68
Veterinary Technician	710	18.14	18.70	19.28	19.90	20.51
Victim Assistance Counselor	714	23.29	24.01	24.75	25.54	26.33
Water Quality Lab Tech	720	24.68	25.44	26.23	27.07	27.91
Youth Services Associate	711	21.30	21.96	22.64	23.36	24.08

APPENDIX A, PAGE 3
AFSCME PART-TIME TITLES
EFFECTIVE 1/1/2022

TITLE	BRACKET	Step A	Step B	Step C	Step D	Step E	Step F
Accountant	717	25.60	26.39	27.21	28.07	28.94	29.92
Administrative Analyst	720	28.21	29.08	29.98	30.94	31.89	33.17
Animal Care Tech	702	15.09	15.56	16.04	16.55	17.06	17.41
Animal Care Tech II	706	16.43	16.94	17.46	18.02	18.57	19.05
Animal Care Tech/Trainee	701	15.00	15.17	15.64	16.14	16.63	17.06
Animal Control Officer	712	19.18	19.77	20.38	21.03	21.68	22.35
Animal Services Client Specialist	711	21.30	21.96	22.64	23.36	24.08	24.78
Automotive Aide	758	17.64	18.18	18.73	19.35	19.96	20.43
Automotive Parts Clerk	711	18.64	19.21	19.81	20.44	21.07	21.68
Building Maintenance Helper	752	15.70	16.20	16.69	17.23	17.75	18.07
Cemetery Service Rep	711	21.30	21.96	22.64	23.36	24.08	24.78
Cemetery Worker	757	17.28	17.80	18.36	18.99	19.53	19.96
Cleaner	701	15.00	15.17	15.64	16.14	16.63	17.06
Clerk II/Typing	709	20.23	20.85	21.50	22.18	22.87	23.44
Clerk III/Typing	707	19.26	19.86	20.47	21.12	21.78	22.26
Clerk Typist	703	17.59	18.14	18.70	19.30	19.89	20.26
Code Enforcement Inspector	761	18.99	19.57	20.19	20.86	21.56	21.95
Code Enforcement Officer	721	25.67	26.46	27.28	28.15	29.02	30.21
Code Enforcement Officer Trainee	718	23.15	23.87	24.60	25.39	26.18	26.97
Communications Aide	716	24.85	25.61	26.41	27.25	28.10	28.94
Communications Research Assistant	812	19.18	19.77	20.38	21.03	21.68	22.35
Counseling Specialist	718	26.46	27.27	28.12	29.02	29.92	30.83
Dispatcher I / 911	715	17.87	22.33	23.05	23.76	24.58	25.32
Dispatcher II / 911	817	19.05	23.81	24.56	25.32	26.18	26.97
Equipment Mechanic	638	19.95	20.58	21.21	21.95	22.59	23.10
Grants Support Associate	713	22.59	23.29	24.01	24.77	25.54	26.33
Ground Equipment Operator	756	16.87	17.39	17.92	18.62	19.10	19.53
Maintenance Mechanic	760	18.38	18.94	19.53	20.17	20.78	21.56
Parking Enforcement Officer	710	18.14	18.70	19.28	19.90	20.51	21.07
Parking Equipment Mechanic	710	18.14	18.70	19.28	19.90	20.51	21.07
Police Evidence Tech	716	24.85	25.61	26.41	27.25	28.10	28.94
Principal Engineering Technician	718	26.46	27.27	28.12	29.02	29.92	30.83
Project Assistant	712	21.92	22.60	23.30	24.04	24.78	25.54
Property Conservation Inspector	718	23.15	23.87	24.60	25.39	26.18	26.97
Receptionist Typist	706	18.77	19.35	19.95	20.59	21.23	21.78
Research Assistant	716	24.85	25.61	26.41	27.25	28.10	28.94
Secretary	711	21.30	21.96	22.64	23.36	24.08	24.78
Security Guard	752	15.70	16.20	16.69	17.23	17.75	18.07
Service Representative	812	19.18	19.77	20.38	21.03	21.68	22.35
Service Representative Bilingual	812	19.18	19.77	20.38	21.03	21.68	22.35
Senior Maintenance Mechanic	762	19.42	20.01	20.64	21.24	21.95	22.59
Senior Maintenance Mechanic Bldg	765	21.17	21.81	22.48	23.18	23.89	24.52
911 Telecommunicator	810	15.85	19.81	20.44	21.07	21.68	22.35
Veterinary Technician	710	18.14	18.70	19.28	19.90	20.51	21.07
Victim Assistance Counselor	714	23.29	24.01	24.75	25.54	26.33	27.15
Water Quality Lab Tech	720	24.68	25.44	26.23	27.07	27.91	29.02
Youth Services Associate	711	21.30	21.96	22.64	23.36	24.08	24.78