

CA-0004 ; 174-103

Memorandum of Understanding between Corning International Association
of Firefighters, Local 932 and the City of Corning, New York

December 17, 1975

The parties agree to the following:

I. A) 1. Salaries - July 1974 - July 1975

Firefighter at \$6487.41 goes to \$	7200
Firefighter at 7100.00 goes to	8200
Firefighter at 7424.20 goes to	8200
Firefighter at 7737.71 goes to	8500
Firefighter at 7943.15 goes to	8740
Firefighter at 8404.04 goes to	9240

All Lts. go to 10,350

Captain(s) go to 11,400

Chief of ~~Police~~ ^{FIRE DEPT. YFD} will go to 13,350

2. \$500 will be paid to each firefighter and officer as soon as possible. This lump sum shall not be added to the base rate.

B) 1. Salary July 1, 1975 to June 30, 1976 will be:

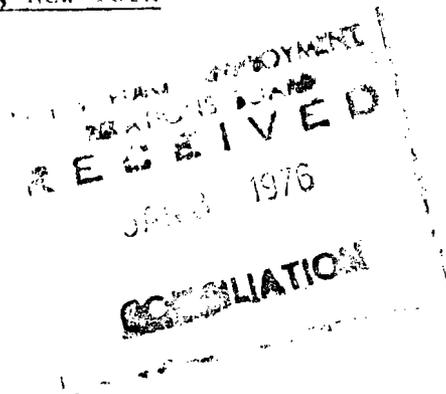
Firefighters

Entry level rate	\$ 7985 (Step 1)
Two full years of service (anniversary date of service)	9095 (Step 2)
Four full years (anniversary date)	10,250 (Step 3)
Lts. go to	11,470
Captain(s) go to	12,705
Chief	14,685

2. (a) Overtime (for hours worked over 40 hours/week shall be paid at the rate of time and one-half.

(b) Overtime previously compensated for straight time off from July 1, 1975 - Jan. 1, 1976 shall be compensated at an additional half time rate.

3. Call-in time - a minimum of 4 hours at straight time. If time worked exceeds 4 hours, the person shall be compensated at time and one-half for all hours worked on the call-in.



II. 1. TERM

The term covered by this award shall be two years, commencing July 1, 1974 and terminating June 30, 1976.

III. 2. HOLIDAYS

Article V of the parties' prior collective bargaining agreement shall be amended to read as follows, effective July 1, 1975:

1. All employees covered by this contract shall be compensated for ten (10) paid holidays per year.
2. The benefit required by this article shall be paid either in cash or in compensatory time off, at the option of each covered employee. If in cash, such compensation shall be computed on the basis of each employee's regular, straight-time rate of pay for eighty (80) hours and shall be paid in a lump sum during the first pay period in December of each year. If in compensatory time off, the employer shall credit each such employee during the first pay period in December of each year with a leave balance of ten (10) days' compensatory time off, to be taken before December 31 of the following year. If an employee fails to take any of the ten (10) days before December 31 of the following calendar year, he shall receive the balance due in cash at the daily salary rate which was applicable to him when the compensatory time in question was credited.
3. Employees shall work on holidays according to the natural rotation of their schedules and shall receive no extra compensation whether or not they work on any holiday in a given calendar year.
4. For information purposes, the parties intend that the following days comprise the ten (10) paid holidays referred to in paragraph 1, above:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

IV. VACATIONS

Article VIII of the collective bargaining agreement between the parties shall be amended to read as follows:

The schedule of vacations for covered personnel shall be as follows:

Appointed by February 1st but less than one year of service by June 1st	1 week
One year but less than five years of service by June 1st	2 weeks
Five years but less than ten years of service by June 1st	3 weeks
Ten years or more of service by June 1st	4 weeks

The selection of vacation periods shall be governed by the operating needs of the Fire Department. In determining "operating needs," the employer shall not deny a request for vacation scheduling for a reason unrelated to the actual operating needs of the Fire Department.

V. SICK DAYS

There shall be no change in the current provisions for sick days in the parties' agreement.

VI. JOINT LABOR-MANAGEMENT COMMITTEE

At the hearing, it became clear that both parties agree on the need for updating the department's Book of Rules. In addition, it became clear to us that many other problems between the parties can be resolved at an early stage if the parties had a regular forum in which to raise and discuss them. Accordingly, the parties' collective bargaining agreement shall be amended to add the following new article:

1. There shall be a four-member joint Labor-Management Committee which shall meet at least once a month to discuss with a purpose of voluntarily resolving all problems affecting the relationship of the parties.

The Mayor of the City of Corning and the President of the Union shall each appoint in writing with notice to the other two members of the committee, and each may appoint himself. The members so appointed shall continue to serve at the pleasure of the appointing officer.

2. In addition to other matters appropriately before it, the committee shall discuss and review the Fire Department Book of Rules to update the same by revising or expanding it to cover current conditions. Subject to the terms of this agreement, the City of Corning shall retain the unilateral right to issue rules and regulations notwithstanding a failure of Labor-Management Committee to agree on specific items.

VII. GRIEVANCE PROCEDURE

Article XIV of the parties' agreement shall be amended to read as follows:

1. Definitions

(a) The term, "Grievance" shall mean any claimed violation, misinterpretation, inequitable application or non-compliance with the provisions of this Agreement, provided, however, that such term shall not include any matter involving an employee's retirement benefits, or disciplinary proceedings.

(b) The term, "Grievant," shall mean either any employee who claims to have a grievance or the union, whether it is processing a grievance filed by an employee or a grievance which it has filed itself, or both, as the context may require.

(c) The term, "Days," shall mean regular work days for the City's civilian force.

2. STEP ONE

A grievant shall submit a grievance in writing to his immediate superior within thirty (30) days of the event giving rise to the grievance or of the date on which grievant should reasonably have known about the existence of the grievance. The immediate superior shall make a determination of the grievance within five (5) days after receipt thereof. The determination shall be in writing, and a copy shall be given to the grievant and to the Union.

3. STEP TWO

If the grievant is not satisfied with the determination at step 1, he shall present it in writing to the Chief of the department, who shall, within five (5) days after receipt thereof make a determination in writing and present a copy to the grievant and to the Union.

4. STEP THREE

If the grievant is not satisfied with the determination at step 2, he shall present his grievance in writing together with a copy of the step 2 determination through the ~~Fire~~ FIRE CHIEF ~~Commission~~ to the ~~Fire~~ Commission. The ~~Fire~~ Commission shall then conduct a hearing on the grievance within ten (10) days following submission to the ~~Fire~~ Commission. The ~~Fire~~ Commission shall issue its determination in writing within ten (10) days following said hearings and shall give copies of its determination to the grievant and to the Union.

FIRE

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FIRE CHIEF5. STEP FOUR

If the determination at step 3 is not satisfactory to the grievant, the Union alone may process the grievance to arbitration by an impartial committee of three persons, who will hear and decide the case. Arbitration shall be commenced by service of a written demand for arbitration specifying the nature of the grievance and the relief sought.

The decision of the arbitrator shall be binding on all parties concerned. Both parties shall share equally the fees and expenses of the arbitrator.

Nothing in this Article shall prevent the Union from submitting a grievance at the second step, if the same involves a number of employees or an issue which cannot be resolved at the first step.

With the exception of Step IV, if no determination is issued within the time limit permitted at any step, the grievance shall be deemed denied and the time shall begin to run for processing the grievance to the next step. In every case, the grievant shall have fifteen (15) days to file his appeal in writing to the next step of the grievance procedure.

The selection of the arbitrator and the conduct of the hearing will be in accordance with the rules of AAA.

The parties may select an arbitrator by mutual agreement and, in that event, all proceedings shall be in accordance with AAA rules. If the parties cannot agree, either party may apply to the AAA and proceedings will be in accord with AAA rules.

VIII. EQUIPMENT

The parties' collective bargaining agreement shall be amended to add the following article:

The City shall establish a formal system or procedure for covered employees to report hazardous conditions involving equipment such as automobiles. The system or procedure shall include participation by the Chief of the Fire Department or Fire Commission to ensure that corrective action is taken if necessary. In the event such system or procedure is not established or followed, or if there continues to be reasonable doubt about the serviceability of the equipment which is subject to a complaint, such questions shall be subject to the grievance procedure provided for herein.

IX. OUT OF TITLE PAY

Effective January 1, 1976, a firefighter who works out of title pay will be paid out of title pay for that time. Whenever a shift is without an assigned officer, the seniority firefighter in that shift will become the officer in charge unless the Chief of the Firefighters designates otherwise.

X. RETIREMENT

The Firefighters will receive the same retirement as the Corning Police.

XI. RELEASE TIME UNION OFFICERS

The following is recommended for this item:

Names of all Local #932 Union officers shall be kept on file with the Fire Chief. Any one (1) Union officer will be entitled up to one (1) hour, when necessary, during working hours to perform Union duties within the Department. Before any such officer of the Union leaves the premises, he must have permission from his immediate supervisor.

During the course of negotiations, the City will agree to reasonable time off with pay for the members of the Union negotiating for the purpose of attending joint City-Union negotiations meetings.

In addition, the President of the Association or his designee shall be granted twelve (12) work days leave of absence without pay to attend state or national firefighter conventions, seminars or district meetings. The total allowed time is twelve (12) work days regardless of the number of men involved. Such time off will require two weeks advance notice to the Fire Chief or his representative.

The City will try to replace regulars with professionals, but if this is difficult, it will use emergency call men.

XII

Shift

- a) Driver and another copier 2 out of a 3 (any available) will work office and provide good professional service each shift
- b) 2 of truck (2) of 3 (3) trucks are at a fire under normal emergency procedures (7 min) and the C.D. under backup for the third truck, three (3) additional men will be called in. The chief will make an effort to call in regular type part-time firefighters.

XIII

Other items

All other work rules and conditions in force prior to this memorandum shall remain in force without change except as specifically referenced in this memorandum

1st Lt. C. J. ...

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For the Fire Chief

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