

AGREEMENT
BY AND BETWEEN
CITY OF CANANDAIGUA, NY
AND
CANANDAIGUA DEPARTMENT OF
PUBLIC WORKS AND PARKS
AND RECREATION ASSOCIATION

2022-2026

Table of Contents

AGREEMENT	3
SECTION 1 - UNIT	3
SECTION 2 - RECOGNITION	3
SECTION 3 - PURPOSE	3
SECTION 4 - NO STRIKE	4
SECTION 5 - DUES DEDUCTION	4
SECTION 6 – GRIEVANCES AND REPRESENTATION ON DISPUTES	4
SECTION 7 - MANAGEMENT RIGHTS.....	6
SECTION 9 - LONGEVITY	7
SECTION 10 – SHIFT DIFFERENTIAL	8
SECTION 11 – WAIVER OF MEAL BREAKS	8
SECTION 12 - OVERTIME	9
SECTION 13 - ON-CALL PAY	9
SECTION 14 - HOLIDAYS	10
SECTION - 15 VACATION.....	11
SECTION 16 - INFORMATION ON JOB CLASSIFICATION.....	13
SECTION 17 OTHER LEAVE AND LEAVE DONATION	13
Sick Leave:.....	13
Personal Leave:	14
Bereavement Leave.....	15
Military Leave.....	15
Volunteer Firefighter Leave	15
Jury Duty or Court Leave.....	15
Association Affairs.....	16
SECTION 18 - INSURANCE.....	17
SECTION 19 RETIREMENT.....	20
SECTION 20 – CLOTHING.....	21
SECTION 21 – TOOL BOX ALLOWANCE.....	21
SECTION 22 – EDUCATION BENEFIT	22
SECTION 23 - TRANSFER	23
SECTION 24 - LAYOFFS.....	23
SECTION 25 – LIGHT DUTY.....	24
SECTION 26 - SCOPE OF AGREEMENT.....	24

AGREEMENT

AGREEMENT made this 4th day of March, 2022, by and between the City of Canandaigua, herein designated as "Employer" and the City of Canandaigua Department of Public Works and Parks and Recreation Association, herein designated as "Association", affiliated with Local 1170 Communications Workers of America. This contract shall cover the period of January 1, 2022 through December 31, 2026.

SECTION 1 - UNIT

This Agreement shall apply to full-time members of the Public Works and Parks Department paid an hourly rate. This shall not include the following positions: Director, Deputy Director, Coordinator, City Engineer, Engineering Aide, Streets Supervisor, Public Utilities Supervisor, Technicians, Parts and Service Manager/Supervisor, Inspectors, Parks Maintenance Supervisor, Chief Water Treatment Plant Operator, Assistant Chief Water Treatment Plant Operator, Chief Sewage Treatment Plant Operator, Assistant Chief Sewage Treatment Plant Operator, Senior Recreation Leader, Cleaner, seasonal employees, secretaries and other office help. The term "employee" shall mean members of the Association as covered by this Agreement. A full-time employee shall be as defined by the Ontario County Department of Personnel and Civil Service in terms of hours worked per week.

SECTION 2 - RECOGNITION

The Employer recognizes the Association as the bargaining agent for all full-time hourly employees in all matters pertaining to salaries, benefits, and conditions of employment. The classifications and job titles identified in Appendix A and B are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

SECTION 3 - PURPOSE

- A. It is the purpose of this Agreement to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to provide orderly collective negotiating relations between the Employer and the Association, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees covered by this Agreement.
- B. The provisions of this Agreement shall be applied equally and to all employees in the bargaining unit, without discrimination as to age, sex, sexual orientation, military status, religion, race, color, creed, national origin or non-job-related disability, genetic information, or domestic violence status.
- C. The Employer has the right to discharge, discipline, remove, demote, or suspend any employee for just cause.

SECTION 4 - NO STRIKE

The Association affirms that it does not assert the right to strike and agrees that it will not assist or participate in any strike or impose upon any of its members or others an obligation to conduct, assist or participate in a strike.

SECTION 5 - DUES DEDUCTION

- A. The Employer, upon presentation of appropriate authorizations executed by individual employee bargaining unit members, will deduct membership dues from the pay of bargaining unit employees, provided that such dues are uniform and can be transmitted by a single check to a trustee or agency designated by the Association.
- B. The Association agrees to indemnify and hold the Employer harmless from any and all matters of claims, demands, suits, actions, or other forms of liability which may arise against it on the account of the deduction of Union dues hereunder and the paying over of the same to the Union in accordance with provision hereof.

SECTION 6 - GRIEVANCES AND REPRESENTATION ON DISPUTES

- A. The Association shall represent any employee or group of employees, as described in Section 2, on disputes and grievances as to salaries, benefits and other conditions of employment in accordance with the procedures established by the Agreement.
- B. A grievance shall be defined as a dispute concerning the meaning or application of a provision of the Agreement.
- C. The time limits at any step may be extended by mutual written agreement of the Association and the Employer. For purposes only of the grievance steps below, work days included Mondays through Fridays and exclude holidays.
- D. The parties may mutually agree in writing to skip a step or steps of the grievance procedure for a particular grievance.
- E. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. An Association representative who is otherwise on duty may, with permission of the Department Head, attend grievance meetings described in Section 6 (G) below during the representative's work time, if the parties mutually decide to hold the meeting during the employee's work time. Otherwise any grievance investigations or meetings must be conducted during non-work hours.
- F. The following grievance procedure will be used in all disputes as to salaries, benefits, and conditions of employment.

Step 1:

- a. An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, on an approved grievance form, in writing, within ten (10) working days after the grievance occurs. A grievance shall be in writing and identify the grievant(s), describe the factual basis for the grievance, identify provisions of the Agreement allegedly violated and specify the remedy sought.
- b. The immediate supervisor shall discuss the grievance with the employee and/or the grievance committee of the Association and shall make such investigation as he/she deems appropriate, all on an informal basis.
- c. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall make his/her decision and communicate the same in writing to the employee presenting the grievance and the Union.

Step 2:

- a. If an employee presenting a grievance is not satisfied by the decision of his/her immediate supervisor, the employee may, within five (5) working days after the supervisor's decision, request a review and determination of his/her grievance by the Department Head. Such request shall be in writing and contain a statement as to the specific nature of the grievance and facts relating to it.
- b. The Department Head shall meet with the aggrieved employee and the Association's grievance committee within ten (10) working days after receiving said written notification. The Department Head or the employee may request the presence of the employee's immediate supervisor and such other personnel as either deems appropriate as said meeting.
- c. Within ten (10) working days after the close of said meeting, the Department Head, shall notify, in writing, the employee and the Union of his/her decision on said grievance.

Step 3:

- a. If an employee presenting a grievance is not satisfied with the decision of the Department Head, he/she may, within five (5) working days after receiving notification of said decision, request a review and determination by the City Manager. Such request shall be in writing and contain a concise statement as to the specific nature of the grievance and facts relating to it and decisions on the grievance up to the time of appeal. A copy of such request also shall be given to the Department Head by the aggrieved employee.
- b. The City Manager shall hold a hearing within ten (10) working days after receiving a written request for review. At least three (3) days' notice of time and place of such hearing shall be given to the employee, the employee's representative, if any, and the Department Head. The grievance committee (including legal

counsel) of the Association shall be entitled to represent the employee in said proceedings.

c. All said hearings shall be held in private. The City Manager may hear and receive such testimony and evidence as relates to the specific complaint from all interested parties.

d. The City Manager shall make his/her decision with ten (10) working days after the closing of said hearing. A written copy of this decision shall be given to the employee, the Union, and the Department Head.

Step 4:

a. In the event no agreement is reached at Step 3, either the Association or the Employer may, upon written notice to the other, appeal the grievance to arbitration within twenty (20) working days after receipt of the Step 3 answer. The parties shall then endeavor to agree upon arbitrator within ten (10) working days following the date of such notification.

b. If the parties fail to agree upon such arbitrator, the Employer and the Association shall then request the American Arbitration Association to submit a panel of seven (7) names of suggested arbitrators.

c. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Employer shall strike the first name.

d. The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify, alter, subtract from or add to its terms.

e. The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Association. However, each party shall fully bear the expense of preparing and presenting its own case including the cost of witnesses and other persons it requires to attend the arbitration.

f. The impartial arbitrator shall submit his decision within thirty (30) days after the hearing, unless time is extended by mutual agreement by both parties.

SECTION 7 - MANAGEMENT RIGHTS

The provisions of the Agreement shall be expressly limited to salaries, benefits and other conditions of employment of the Public Works and parks employees of the City of

Canandaigua and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by the Agreement.

SECTION 8 - SALARY

- A. All employees hired before May 23, 2014 will begin at the starting rate of Step A and progress according to the wage Appendix A.
- B. All employees hired on or after May 23, 2014 will begin at the starting rate of Step A and progress according to the wage Appendix B.
- C. The increases to the hourly pay in Appendix A and Appendix B are as follows:
 - 1. Effective January 1, 2022 3%
 - 2. Effective January 1, 2023 3%
 - 3. Effective January 1, 2024 3%
 - 4. Effective January 1, 2025 3%
 - 5. Effective January 1, 2026 3%
- D. There shall be at least one-year of full-time service between each step. The step increases shall be administered annually on the employee's anniversary date of full-time employment status or change of full-time position.
- E. All employees who move from a lower classification to a higher classification will move to the step that is equal to or greater than their current salary step

SECTION 9 - LONGEVITY

- A. In addition to the hourly rates listed herein, all employees hired before June 1, 2017 shall be paid the following increments for longevity:

Over 5 years of continuous service	\$ 675.00
Over 10 years of continuous service	\$ 775.00
Over 15 years of continuous service	\$ 975.00
Over 20 years of continuous service	\$1,175.00
Over 25 years of continuous service	\$1,375.00

All longevity payments shall become effective on the anniversary date of each employee who becomes eligible for said payments. Payments will not be prorated, except upon retirement. Payment shall be made the first week of December in a separate check.

- B. Employees hired before June 1, 2017, on their anniversary date, shall receive the following additional amount per hour according to their seniority.

After 5 years of continuous service	\$.10
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After 10 years of continuous service	.20
After 15 years of continuous service	.25
After 20 years of continuous service	.30
After 25 years of continuous service	.35

(Example: Hourly rate \$10.00; 5 years of service \$10.10; 15 years of service \$10.25; 25 years of service \$10.35)

SECTION 10 - SHIFT DIFFERENTIAL

- A. Employees working on a regularly scheduled night shift during which they are paid at their straight-time hourly rate will receive one dollar and seventy-five cents (\$1.75) an hour in night shift differential pay for said night shift. A regularly scheduled night shift is defined as that in which an employee is paid at the straight time hourly rate for work between the hours of 6:00pm and 6:00am.
- B. Employees regularly scheduled to work on Saturday or Sunday as part of their normal tour shall receive seventy cents (\$.70) an hour in premium pay for said Saturday or Sunday shift.

SECTION 11 - WAIVER OF MEAL BREAKS

- A. The operational needs of the industry make strict compliance with the meal period provisions required under NYS Labor Law impractical. The Association openly and knowingly, at the request of its membership and without duress or coercion by the City and through good faith negotiations, waives the right to a meal break for certain positions, under the circumstances set forth below.
 - 1. This revised standard operating procedure will apply only to the following positions within the DPW based on the understanding that all staffing and number of positions within each of the designated work areas, is at all times, under the complete discretion and control of the City of Canandaigua
 - a. Street Sweeper Operator
 - b. Solid Waste Collection Crew
 - c. Recycling Collection Crew
 - d. Yard/Organic Waste Collection Crew
 - 2. For the positions identified in Section 11(A)(1) above, working through the meal break and leaving one-half hour early will be the expected work day on days in which the trucks, necessary to perform the operations listed, are deployed. For days the Crew/Operator are at the Hurley Building doing maintenance work on the trucks, or assigned to other tasks, their work day will be the standard 8.5 hours, as determined by the Director of DPW, with a one-half hour meal break between 11:00 a.m. and 2:00 p.m. for shifts six hours or longer that extend over that period, in accordance with NYS Labor Law.
 - a. For the operations listed in Section 11(A)(1) above, a mid-day equipment failure will not change the work day hours for that day.

- b. For both the Collection Crews and the Street Sweeper Operator, the expected work day hours for the next work day will be determined and communicated to them before they leave work each night.
3. The specified work day hours will apply to all staff assigned to these positions, regardless of when they are notified of their assignment to this work.
- a. This may result in situations where a member of the staff comes to work expecting to do other things and to take a lunch break, but is then, at the morning distribution of work assignments, moved to one of these positions and is therefore expected to work through lunch and leave early.
 - b. This base expectation will not be changed by a change in the starting hours of operation of these tasks.
 - 1. Currently, the Solid Waste, Recycling and Yard/Organic Waste Crews start at 6:00 am. This starting shift time may be modified at the discretion of the Director of DPW, but the change in start time does not change the base expectation of working through the meal break and leaving early when the trucks are deployed.

SECTION 12 - OVERTIME

Except as hereinafter provided, all overtime in excess of the base work week will be paid at time and a half on the base hourly rate. The base work week shall be deemed to be forty (40) hours for all activities, except the following.

- A. All employees who receive on-call pay shall be paid straight time for all time up to and including fifty-five (55) hours of work. All time worked in excess of (55) hours shall be paid at the time and a half (1 ½) rate, except for holidays, which shall be paid at double time.
 - 1. Fifteen (15) hours of straight time for on-call may be converted to 15 hours compensatory time.
 - 2. Effective January 1, 2002, employees at their option, may take compensatory time in lieu of overtime pay, up to a maximum forty (40) hours.
 - 3. All compensatory time must be taken within nine (9) months of when it was earned, and at a minimum of two (2) hour blocks. Prior notice of 72 hours, and approval, must be given. This notice period may be waived by the City.

SECTION 13 - ON-CALL PAY

- A. The DPW has an on-call system that assigns specific individuals the responsibility of responding to off-hours calls for service. The City reserves the right to determine the number of employees, if any assigned to be on call.

B. Employees, except for the those working at the Water Resource Recovery Facility, assigned to be on-call shall be paid straight time for the following hours:

Mondays through Saturdays	2 hours each day
Sundays	3 hours
Holidays	5 hours

C. Employees working at the Water Resource Recovery Facility assigned to be on-call, by the Chief or Assistant Chief Waste Water Treatment Operator shall be paid straight time for the following hours:

Mondays through Saturdays	1 hour each day
Sundays	2 hours

D. There shall be a minimum of two (2) hours paid per call when employees are required to report to work after normal working hours or prior to two (2) hours before the normal work day begins. If an employee is on-call duty, the minimum pay shall be in addition to the above on-call time, but in accordance with Section 12. At least two (2) hours must expire between calls before the minimum of two (2) hours will be paid for the second call.

E. If an emergency service call is received by the department prior to a half (1/2) hour before quitting time, the designated on-call employee shall remain on the job, and shall be paid as extended day overtime in accordance with Section 12 of this agreement. No on-call duty will be paid

F. If in addition to the designated on-call employee, other employees are also required to respond to an on-call situation that occurs prior to a half (1/2) hour before quitting time, then both the designated on-call employee and the other employees (who are assisted) shall be paid as extended day overtime in accordance with Section 12 of this agreement. In all other instances, the two (2) hour minimum pay shall apply.

SECTION 14 - HOLIDAYS

A. All members of the Association that work a full scheduled day before and the full scheduled day immediately following the holiday(s) shall earn the holidays listed below and receive eight (8) hours of pay for each holiday. For the purposes of this Section, paid leave for vacations, bereavement leave, emergency leave, sick leave or personal time shall count as working a full scheduled day.

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day

1. In addition to the above list, a Floater Holiday may be taken at employee's choice provided the employee 48 hours' notice and approval of the Department Head. An employee may only be entitled to a floater holiday if they are employed by the City on a full-time basis prior to July 1st of the year in which they request such holiday.
- B. If an employee works on any of said designated holidays (does not include floater holiday), he or she shall be paid for the holiday plus double time for the hours worked. When the observed City holiday for New Year's Day, Independence Day, Veteran's Day, and Christmas Day is not on the actual holiday, holiday pay of double time will be paid to employees who work on the actual holiday, and the regular overtime provisions of Section 12 shall apply to employees who work on the observed City holiday.
 - C. When a holiday falls on a Saturday, the employees shall receive the previous Friday off. When a holiday falls on a Sunday, the employees shall receive the following Monday off.
 - D. A holiday occurring during a period of vacation or authorized leave, other than a leave of absence, shall not be included in computing such vacation time or authorized leave. The employee shall be credited for the holiday in place of the vacation day or authorized leave. An employee shall not be paid for both the holiday and vacation, but may take the vacation day at another time.
 - E. The Employer reserves the right to require employees to work on holidays, in cases of emergencies, or where it is deemed necessary to provide essential services to the public.
 - F. Employees who are regularly scheduled to work a holiday, shall have the option of taking one (1) day of compensatory time, and receive eight (8) hours of holiday pay, in lieu of the double time pay. For those employees whose regularly scheduled day off falls on a holiday, they shall be given the option of either working their regular shift for the week, or they shall be allowed to take another day off (8 hours) within the week as the holiday.

SECTION - 15 VACATION

- A. Members of the Association shall earn the following vacation time:
 1. 10 work days after one (1) year of continuous full-time permanent employment with the City.
 2. 15 work days after five (5) years of continuous full-time permanent employment with the City.
 3. 20 work days after twelve (12) years of continuous full-time permanent employment with the City.

4. 25 work days after eighteen (18) years of continuous full-time permanent employment with the City.
 5. 28 work days after twenty-five (25) years of continuous full-time permanent employment with the City.
- B. Members will not be granted vacation until they have satisfactorily completed their probationary and received permanent appointment. Upon completion of the probationary period, the original date of appointment shall be used in establishing vacation.
 - C. Vacations will be paid based on current rate of weekly pay at the time the vacation is taken as determined by the straight-time hourly rate in effect for the employee on the payday immediately preceding the employee's vacation.
 - D. Vacations will be earned on basis of regularly scheduled work weeks.
 - E. Seniority shall be used in giving preference to vacation. Seniority shall be based on the number of years of continuous service as a full-time, permanent employee with the Public Works and Parks Departments. The anniversary date of the employee with the department shall be the final determinant of seniority. If employees are appointed on the same date, then they shall alternate seniority for one year to another.
 - F. By March 1st of each year, each employee shall specify in writing his/her vacation preference. As provided above, seniority will be used in vacation selection. Employees who have not submitted their vacation requests by March 1st shall have their vacations scheduled on a first come first-serve basis based on what is available for the remainder of the year. The vacation schedule established as of March 1st shall be posted in the Employee Break Room.
 - G. Employees may take up to the five (5) days of vacation in single day increments. All other vacation leave shall be taken in minimum one-week periods, unless approved by the Department Head.
 - H. The Department Head shall determine how many employees may be off at any one time and when to schedule vacation time. Vacations shall be scheduled in a manner that will not affect the operating efficiency of the department.
 - I. Vacations may not be accumulated from year to year except under unusual conditions and only with the approval of the City Manager.
However, an employee who is hired between January 1st and June 30th may carry his/her vacation over to the next year for his/her first year of employment.
 - J. No money will be paid for earned vacation not taken.

- K. At least two (2) weeks' notice must be given to the Department Head before vacation will be granted.
- L. Employees may receive vacation pay in advance for pay periods that occur while the employee would be on vacation, provided that such payment will only be made in increments of a full work week(s).
- M. An employee who becomes hospitalized while on vacation leave may charge such time in a hospital as authorized sick leave, provided proper documentation is submitted to the Department Head.
- N. Upon retirement, an employee may be paid for any unused vacation days that the employee was entitled to use during his/her retirement year, but elected or was unable to use.

SECTION 16 - INFORMATION ON JOB CLASSIFICATION

Both the Employer and Association recognize that the final determination of job classifications is the responsibility of the Ontario County Department of Personnel and Civil Service. However, the Employer agrees to give a copy of the list of relevant job classifications and job specifications that are distributed by said Civil Service Commission to the President of the Association.

SECTION 17 OTHER LEAVE AND LEAVE DONATION

Sick Leave:

1. All employees shall be entitled to accumulate one (1) day of sick leave per month worked to a maximum of 160 days. Effective January 1, 1994, the limit for maximum accumulation will be 175 days.
2. Each employee must notify his/her direct supervisor as soon as possible but no later than one (1) hour before the designated starting time of his or her tour of duty on any day which he/she is sick. (Designated time of call-in shall be at the discretion of the supervisor, but must be within the one hour limitation).
3. Any employee who is absent due to personal illness may be required to furnish a physician's verification to justify his/her absence.
4. For an absence of five or more consecutive days, employees will be required to furnish a physician's verification of the illness.

In case of prolonged illness during which the employee, through accumulated sick leave, continues to receive wages, a physician's verification from the attending physician must be filed with the Department Head each 30 days.

5. After all sick leave credits plus any accrued vacation have been used, an employee with a minimum of 5 years of continuous service, may be given additional sick leave at 1/2 pay, upon the recommendation of the Department Head and the approval of the City Council.
6. The City will administer a New York State Disability Insurance program for the employees, with the employees responsible for paying the premium.
7. After December 1st of each year, an employee may trade any accrued sick leave days from the previous 12 months back to the City for a cash payment equal to 50% of their current daily rate. Employees must maintain a minimum of 60 days in their sick time bank before they can trade sick days back for payment.
8. For an employee injured on the job and entitled to Workers' Compensation ("WC") benefits, the City will pay to the employee the difference between the WC benefit amount that the injured employee is entitled to receive and the employee's regular salary, except that the City will pay to the employee his full regular base pay for the first 7 days that the employee is absent from work under a valid WC claim. If the employee is absent from work after the first 7 days then the City, at the employee's option, may pay the employee his regular wages, up to 7 days, through the deduction of sick leave time. The employee must have sufficient amounts in his sick bank for such deduction. When or if the City is reimbursed by the insurance carrier the portion of sick leave that is reimbursed will be credited back to the employee's sick leave bank. Any portion that is not reimbursed will remain as a deduction. After the initial 14 days from date of injury, the City will only pay to the employee the difference between the employee's regular wages and the Workers' Compensation amounts. At this time the employee will receive the WC benefits directly from the insurance carrier. The City must be provided proof of actual WC benefits received or denied, and the City shall adjust payroll accordingly.
9. An employee may use five (5) days sick leave with pay per year for family medical issues. The City may request a physician's verification of the illness.
10. Upon retirement, the employee will receive \$55.00 for each day of unused sick days, effective January 1, 2017 up to 175 days. Upon retirement, employees may elect to place the pay-out of unused sick days, at the rate indicated above, into their deferred compensation plans, subject to any legal limitations or restrictions.

Personal Leave:

1. Employees shall be entitled to twenty-four (24) hours of personal leave per year. The employee must use a minimum of two (2) hours per incident.

2. An employee must seek approval of the Department Head 48 hours in advance. Exception to the 48 hours will be made for documentable emergencies.

Bereavement Leave

1. Each employee shall be entitled to up to four (4) days leave with pay for each death of the following immediate family members: mother, father, stepparent, husband, wife, son, daughter, brother, sister, stepchild, father or mother-in-law, or grandparent.
2. Each employee may be granted one (1) day leave with pay for each death of the following: grandchild, aunt, uncle, niece, nephew, brother or sister-in-law.

Military Leave

1. Military leave shall be granted to any member who is inducted or enlists in any branch of the armed forces of the United States according to applicable State and Federal Law.
2. Military leave payments shall be made according to applicable State Law.

Volunteer Firefighter Leave

1. An employee that serves as a volunteer fire fighter shall be allowed to report to work at 12:00pm on any work day following a fire or emergency call received after 11:00pm the previous evening and extending beyond 2:00am on that work day.
2. An employee serving as a volunteer fire fighter with the Canandaigua Fire Department shall be paid for the hours absent from work for this purpose a maximum of eight (8) times per year at the employee's regular hourly rate.
3. An employee serving as a volunteer fire fighter with a fire department outside the City of Canandaigua shall be paid for the hours absent from work for this purpose a maximum of twenty (20) hours paid work time per year to attend to fire emergencies. The parties agree that the Director of Public Works, at his sole and continued discretion may, through memorandum, authorize up to 30 hours of leave for such purpose.

Jury Duty or Court Leave

1. An employee who is required to serve on a jury or as a witness in a court case shall receive paid leave for the necessary period.
2. Employees shall provide the Department Head and/or the Treasurer's Office with a copy of the Court Order, Summons or Subpoena along with any juror or witness fees or compensation.

3. Employees receiving approved jury duty or court leave will not be required to turn in payments for expense reimbursements paid through the Court system (such as meal and mileage allowances).

Association Affairs

1. Upon advance request and with permission of the Department Head, Association officers may be permitted reasonable amount of time while on-duty status to process grievances and to consult with appropriate management officials
2. The necessary time shall not cause any undue interference with his/her assigned duties. The provisions of this section shall apply to all aggrieved employees.
3. Officers of the Association may be granted up to a total of ten (10) days a year, without pay, to attend Union conferences, conventions, or meetings, provided a request for such time is submitted in writing no less than ten (10) days in advance of the requested dates and the Department Head approves such time off.

B. Leave Donation

The Leave Donation policy was created in order to provide all permanent employees access to additional paid leave time in the event they have exhausted all of their own paid vacation, personal, and compensatory leave and require additional time off from work in order to care for a seriously ill/injured family member or for unusual and unforeseeable circumstances that create a personal hardship for the employee. The policy provides a process by which other employees can donate earned vacation or sick leave to the affected employee. The donated leave shall be used exclusively by the employee for which the donation was made and exclusively for the care of the employee's family member or the employee's young child when their spouse is the stricken family member (family is defined as the same individuals identified in Section C. 2. A. entitled, Bereavement Leave) or for the specific unusual and unforeseeable circumstances for which the leave donation has been authorized. If the affected employee does not use all the donated leave, the unused leave shall be returned to the donators by the end of the calendar year on an apportioned basis. The process is as follows:

1. The employee contacts the City Manager and requests activation of a leave donation request.
2. The City Manager confirms that the employee and family member meet the policy's requirements.
3. All employees are notified of the request and forms are made available through which employees can donate earned vacation and sick leave in either hour or day units.

SECTION 18 - INSURANCE

1. Health Insurance

The City will provide the Core, Mid, and HDHP 3000/6000 Plans offered by the Finger Lakes Municipal Health Insurance Trust (FLMHIT) to all employees. The HDHP 3000/6000 Plan will be the base plan with the Core Plan and Mid Plan being an elective option by the employee. Employees that select the Core Plan or the Mid Plan shall pay to the City the difference in the monthly premium between the base plan (HDHP 3000/6000 Plan) and the Core Plan or the Mid Plan after their employee contribution has been deducted from the base plan cost.

In the event that the total cost of the annual premium for the HDHP 3000/6000 Plan plus the City's contribution to the H.S.A. (as set forth below) exceeds the costs of the annual premium offered by the Finger Lakes Municipal Health Insurance Trust-Core Plan plus the applicable HRA amounts (as set forth below), then the full difference between the two plans will be paid by the employee, in addition to the employee's percent contribution requirement.

2. Employee Contribution.

- a. All employees hired prior to the execution date of this contract will contribute 15% towards their health insurance premiums.
- b. Any new employees hired after January 1, 2022 shall contribute 20% towards the cost of their health insurance premium.

3. Health Savings Accounts (H.S.A) Health Reimbursement Accounts (HRA)

- a. Employees with the HDHP 3000/6000 Plan shall be provided with a H.S.A. The H.S.A. amounts will be credited to respective employees quarterly; unless a hardship request is submitted to and granted by the City Manager. H.S.A. amounts are as follows:

Employees with a single health insurance policy:	\$3,000 per year
Employees with a two-person/family health insurance policy:	\$6,000 per year

- b. Employees hired after March 20, 2009, shall be provided with an HRA credited to respective employees on January 1 of each year, if the Core or Mid Plan are selected, as follows:

Employees with a single health insurance policy:	\$300 per year
Employees with a two-person health insurance policy:	\$500 per year
Employees with a family or family-no-spouse health insurance Policy:	\$600 per year

- c. Employees hired before March 20, 2009, shall be provided with an HRA credited to respective employees on January 1 of each year if the Core or Mid Plan are selected, as follows:

Employees with a single health insurance policy:	\$500 per year
Employees with a two-person health insurance policy:	\$950 per year
Employees with a family health insurance Policy:	\$1,200 per year

- d. At the time of the annual employer contributions, the above HRA annual employer contributions shall be allowed to accumulate up to a maximum of three times the annual contribution amounts.
- e. If an employee has a Flexible Spending Account, the Flexible Spending Account shall be used before the HRA to fund eligible health care costs.
- f. In addition to the above employer contribution amounts, the City shall pay, through an HRA, any health insurance co-pay amounts for chemotherapy, radiation therapy, and kidney dialysis.

4. Buy-Out of Insurance

Employees may choose to forgo coverage under a City-sponsored health insurance program, provided such employee provides proof of other health insurance at the time of selection the buy-out option. Employees that select the buy-out option shall receive a lump-sum payment (Dental insurance shall not be included) as outlined below. This buy-out provision is subject to the following conditions:

- a. An employee may opt to take the buy-out during annual open enrollment which would impact the coverage commencing the proceeding January 1st
- b. An employee must file with the City Treasurer's office an application to forgo health care coverage.
- c. An employee must remain without coverage for one (1) year to receive the lump-sum payment. This payment will be made on the day after the full-year requirement has been met and will be subject to applicable withholdings.
- d. An employee who declines health insurance coverage with the City shall receive a payment from the City equal to 25% of the premium that would have been paid by the City for the base plan policy for that employee during the prior twelve (12) months.
- e. If the employee, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g. spouse loses job and consequently, health care coverage) the employee may pick up coverage from a City-sponsored plan subject to limitations imposed by the carrier.
- f. If the employee chooses to pick up coverage premature of his/her anniversary date, then:

- i. He/She forfeits the lump sum payment entirely if he/she opted out for six (6) months or less; or
 - ii. He/She receives an amount prorated by month if he/she opted out for more than six (6) months.
- g. An employee has the right to renew health care coverage at any anniversary date, even if he/she opted out of coverage for the previous twelve (12) months.

5. Dental Insurance:

Employees may select either the Local 1170 Dental Plan or the or the Dental Blue Core Program, or an equivalent thereof. Employees may also select the Dental Blue Option High Program with the Employee paying the difference in premium between the Local 1170 Dental Plan premium contributions (set forth below) and the Dental Blue Option High Program premiums.

For employees hired before July 18, 2014, The Employer shall pay the full cost of the Dental Blue Core Program for those employees who select the plan. The Employer shall contribute the following premiums to the Local 1170 Dental Plan for those employees who select that plan:

	<u>Family</u>	<u>Single</u>
Effective Jan. 1, 2014:	\$62.00/mo	\$44.00/mo

For employees hired after July 18, 2014, the City shall pay 95% of the cost of the Local 1170 Dental Plan or Dental Blue Core Program, and the employee shall be responsible for five (5) percent of the premium for the plan the employee selects.

6. Retiree Health Insurance:

- a. If an employee, who is hire prior to January 1, 2022, retires with fifteen (15) years of continuous full-time service with the City, the City shall provide the above health insurance and HRA or H.S.A. plans listed in Section 18(A)(1)(2)(3) above.
 - 1. It is understood between the parties that for an employee that retires in the years 2022-2025 the retiree's contribution towards health insurance premiums will remain the same percentage as the year in which they retire, regardless of increase in employee contributions in subsequent years.
 - 2. In the event the above base plan listed in Section 18(A)(1) is unavailable then retiree shall receive the base plan that is offered to current employees, until age 65, or Medicare eligible, whichever is earlier.
 - 3. Retiree is required to notify the City of any changes in health insurance status.
 - 4. If such retiree, who retired during the term of this agreement, moves to an area in which the base plan offered to current employees is not available, the city shall make a payment, equal to the higher of the then current base plan premiums, to the health insurance provider of the retiree. If such retiree, who retired under a prior agreement, moves to an area in which The Finger Lakes Health Care Consortium is not accepted, the city shall make a

payment, equal to the current base plan premiums, to the health insurance provider of the retiree.

If such payment cannot be made directly to the health insurance provider, the payment shall be made to the retiree upon proof that the retiree has such health insurance.

- b. If an employee, who is hire after January 1, 2022, retires with twenty (20) years of continuous full-time service with the City, the City shall provide coverage of the above health insurance and HRA or H.S.A. plans listed in Section 18(A)(1)(2)(3) above.
 1. In the event the above base plan listed in Section 18(A)(1) is unavailable then retiree shall receive the base plan that is offered to current employees, until age 65, or Medicare eligible, whichever is earlier.
 2. Retiree is required to notify the City of any changes in health insurance status.
 3. If such retiree, who retired during the term of this agreement, moves to an area in which the base plan offered to current employees is not available, the city shall make a payment, equal to the higher of the then current base plan premiums, to the health insurance provider of the retiree. If such retiree, who retired under a prior agreement, moves to an area in which The Finger Lakes Health Care Consortium is not accepted, the city shall make a payment, equal to the current base plan premiums, to the health insurance provider of the retiree.

If such payment cannot be made directly to the health insurance provider, the payment shall be made to the retiree upon proof that the retiree has such health insurance.

- c. After age sixty-five, retirees shall be permitted to continue to use any remaining balance in their HRA account, if applicable. In the year in which the retiree reaches age sixty-five, the HRA contribution for that year shall be fifty percent of the annual amount if the retiree's 65th birthday is in the first six months of the year and shall be the total annual amount if the retiree's 65th birthday is in the last six months of the year.

SECTION 19 RETIREMENT

- A. The Employer will provide the applicable coverage under the Twenty-five year Plan of the State Retirement system, at cost to the Employer, as required under New York State Retirement Law.
 1. The Tiers are regulated solely by the New York State Retirement System, and the Employer has no authority or control over specific retirement provisions or changes to the plans. The above represents information to the employees only.

SECTION 20 - CLOTHING

- A. All employees will be provided with foul weather gear. All damaged foul weather gear should be replaced as often as damaged on the job if damaged articles are returned to stockroom for approval by City.
- B. All foul weather gear items shall be purchased by the Employer upon approval of the Director of Public Works.
- C. Each full-time employee shall have a clothing allowance of \$150.00 per year to be used at the discretion of each individual. Effective January 1, 2023, the clothing allowance shall be increased to \$300 per year. Articles of authorized clothing shall include hats, shirts, steel toed boots, gloves, jackets, and outerwear.
 - 1. In Lieu of the City purchasing said clothing/attire, each full-time employee shall be paid \$150. In the event that an employee has clothing/work attire purchased by the City (other than foul weather gear), the City may recover any amount that is over the total \$150 via payroll deductions.
 - 2. Equipment Maintenance Mechanics, in lieu of the clothing allowance indicated in above, may elect to have the City continue to provide and launder coveralls for their use. Prior to October 1 of each year, the mechanic must notify the Director of Public Works which benefit he is electing for the next year. A mechanic cannot receive both benefits in the same year.
- D. All benefits of this section, except for foul weather gear are subject to applicable IRS rules for tax purposes.

SECTION 21 - TOOL BOX ALLOWANCE

- A. Tool Box Allowance for Equipment Maintenance Mechanics
 - 1. Personally-owned common mechanics hand tools shall remain a job requirement for employment as a full-time Equipment Maintenance Mechanic with the City of Canandaigua.
 - 2. The City shall be responsible for the purchase and maintenance of specialty auto mechanic tools.
 - a. Specialty auto mechanic tools shall include:
 - i. Equipment used to scan and/or adjust computerized vehicle control systems;
 - ii. Battery chargers, charging systems load testers and associated equipment;
 - iii. Hydraulic system test equipment;
 - iv. Welding, cutting and similar metal working equipment;
 - v. Pneumatic impact equipment over ½” drive;
 - vi. Vehicle lifting equipment, including safety stands.

- b. In the event that there is a question as to whether any tool should be considered a common mechanic's hand tool or a specialty auto mechanic tools, the Central Garage Parts and Service Manager shall have the discretion to determine if tool not listed above, but necessary to complete the work of the Central Garage is to be considered a specialty auto mechanic tool.
 - c. Specialty auto mechanic tools shall be the property of the City.
 3. The Mechanics Tool Box Allowance, shall be as follows:
 - a. 13% of the tool inventory value each year, but shall not exceed \$2,080 per year.
 4. The Mechanics Tool Box Allowance is not a reimbursement, but compensation for the use and maintenance of their personally-owned, common mechanics hand tools and toolbox for tool storage and utilization provided that mechanics:
 - a. Maintain a good inventory of common mechanic's hand tools necessary to complete the work of the Central Garage; and
 - b. Are responsible for the replacement of broken or lost tools. Personally-owned tools shall be insured by the City against fire, theft and negligence by others.
 5. The tool inventory value of each mechanic's hand tools shall be established by December 1st each year by the Central Garage Parts and Service Manager. Payment will be distributed equally across pay periods and issued beginning in the first pay period in the following year. No balance or payment will be made after resignation, retirement or any termination from employment.
 6. This benefit shall be in force until December 31, 2024, at which time it can be extended or revised as the parties agree.
 7. In the event of a change in personnel in the central garage, the Tool Box Allowance specified here shall apply equally to all central garage mechanics. New employees hired after January 1, 2017 shall not be entitled to receive a Mechanics Tool Box Allowance until the year following their joining the City of Canandaigua staff and after their probationary period is complete.
 8. This benefit is subject to applicable IRS rules for tax purposes.

SECTION 22 - EDUCATION BENEFIT

- A. The Employer shall reimburse employees fifty per cent (50%) for the cost of tuition per semester for successful completion of job-related courses pre-approved by the Department Head and the City Manager.
- B. The Employer will reimburse employees up to fifty dollars (\$50.00) per course successfully completed per semester for lab fees and books.

SECTION 23 - TRANSFER

- A. An employee member of the Association may apply for any vacancy in his/her department regardless of his/her pay scale. A notice of the opening shall be posted on the employee bulletin board, stating the job classification, rate of pay, and Civil Service qualifications. Such posting shall be for a period of five (5) working days. During this period, employees may apply for the open position. The application shall be in writing and on a Civil Service form, and shall be submitted to the Department Head.

- B. The Department Head shall have unrestricted authority to make appointments to any vacancy, taking into consideration the duties of the position and overall efficiency of the department, as well as the ability and seniority of those applying for said vacancy. The Department Head will fill any vacancy with the most qualified internal or external applicant.

SECTION 24 - LAYOFFS

- A.
 - a. In the event of general layoff, employees will be laid off first on the basis of least seniority regardless of classification.
 - b. This section (Section 17-A.2) shall apply to the following operations: central garage, water treatment plant, water distribution, sewer collection and sewer treatment plant. In the event a particular operation is discontinued, or it becomes necessary to reduce employees in an operation, then such layoff or reduction shall be done on the basis of seniority within that department with the person with least seniority being laid off first. In such cases, employees in other operations shall not be affected by this layoff. For clarification purposes, PUMA's in water distribution and sewer collection shall be treated as one operation. Seniority will be based on full time DPW employment.
 - c. This section (Section 17-A.3) shall apply to the following operations: street maintenance, street sweeping, waste collection, recycle collection, transfer facility and parks maintenance. In the event a particular operation is discontinued, or it becomes necessary to reduce employees in an operation, then such layoff or reduction shall be done on the basis of seniority with the person with the least seniority being laid off first. If a senior employee is to be affected by this reduction, the employee shall be offered a transfer to another job within one of the operations identified in this section.
 - d. In the event two (2) or more employees have the same seniority date, the employee holding the highest rated position for the longest period of time shall have first seniority rights.
 - e. If an employee is transferred to a job at a lower wage rate, their wages will be reduced to the new rate as follows:

Upon transfer	-25% reduction
Four months after transfer	-25% reduction
Eight months after transfer	-25% reduction

Twelve months after transfer -25% reduction

- f. In the event of a layoff, or a particular operation is discontinued, thirty (30) days notice will be given to these employees.

- B. Any employee laid off due to a lack of work or elimination of an operation shall receive severance pay in the amount of one (1) week's base pay for each full year of service. This provision shall not apply to any employee with six (6) months service or less.

- C. An employee laid off due to a lack of work or elimination of an operation shall have recall rights to their original job title or a job title they are qualified to perform as determined by Ontario County Civil Service if work increases, for a one (1) year period from the date of lay-off.

Employees laid off shall be given the opportunity to recall for a one (1) year period before the City hires new employees.

The employees must notify the City of their intent to accept or reject the recall offer within ten (10) business days of receiving the notification from the City by certified mail.

SECTION 25 - LIGHT DUTY

Where the New York State Workers' Compensation Board has ruled that an employee can return to restricted duty temporarily and, as a result, has reduced the Workers' compensation amount that the employee is entitled to and, where the City can accommodate that restricted duty employment restrictions established by the employee's physician, should the employee refuse that restricted duty assignment, the employee will only be eligible for the actual Workers' Compensation amount of payment, not the employee's full pay, effective the date of the New York State Workers' Compensation Board ruling.

SECTION 26 - SCOPE OF AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties.

- B. If mutually agreed by both parties, this Agreement may be modified or amended during its term. Either party may notify the other of intent to modify or amend this Agreement.

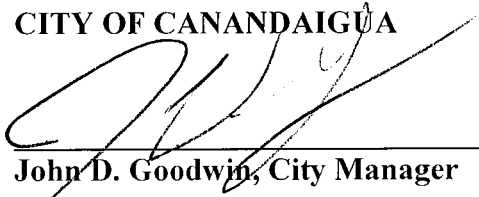
- C. If any section, subsection, sentence, clause, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. Such section, subsection, sentence, clause, phrase or portion of the Agreement held invalid or unconstitutional would then be subject to re-negotiation.

D. The parties mutually agree that negotiations for the next Agreement will commence by September 1, 2026. In the event the parties do not reach agreement for a new contract by December 31, 2026, the terms of this Agreement shall remain in force in accordance with applicable state law.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers.

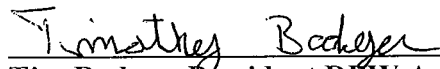
CITY OF CANANDAIGUA



John D. Goodwin, City Manager

3/4/2022
Date

CITY OF CANANDAIGUA DEPT. OF PUBLIC WORKS ASSOCIATION



Tim Badger, President DPW Association

3-4-22
Date

