

AGREEMENT  
BY AND BETWEEN  
CITY OF CANANDAIGUA, NEW YORK  
AND  
CANANDAIGUA POLICE OFFICERS ASSOCIATION  
AFFILIATED WITH  
COMMUNICATIONS WORKERS OF AMERICA LOCAL 1170  
FOR  
2022 - 2024

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## **AGREEMENT**

This Agreement is made and entered into the        day of March, 2022. By and between the City of Canandaigua, New York, a municipal subdivision of the State of New York, hereinafter designated as the "Employer", and the Canandaigua Police Officers Association, hereinafter designated as the "Association", affiliated with Local 1170 Communications Workers of America.

## **WITNESSETH**

WHEREAS, the Employer and Association as parties to this Agreement are desirous of entering into a written contract with respect to salaries, hours and other conditions of employment; and

WHEREAS, the parties hereto recognize that complete and uninterrupted service is of vital importance to the health, welfare, safety, and comfort of the community, and desiring to establish a standard of wages and other conditions under which members of the Association shall work for the Employer during the term of this Agreement; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation of service to the community;

NOW, THEREFORE, in consideration of the following covenants, it is hereby agreed as follows:

### **ARTICLE I - RECOGNITION**

The Employer recognizes the Association as the sole and exclusive representative for all sworn full and part-time police officers under the rank of Sergeant for collective bargaining with respect to wages, hours, and other terms and conditions of employment. Any and all benefits to be given to part-time Officers are specifically designated in this agreement as applicable to them. The term "Officer" used throughout this Agreement without reference to either full or part-time status shall mean a full-time Officer.

### **ARTICLE II - NO STRIKE - NO LOCK OUT**

The Association will not call, cause, assist, encourage, participate in, condone, ratify or sanction, nor will the full or part-time officers engage in any strike, sit-down, slowdown, picketing, boycott, stoppage of work, or other interference with the operations of the Employer during the period of this Agreement.

The Employer agrees that it will not lock out any full or part-time officers during the period of this Agreement.

### **ARTICLE III - MANAGEMENT RIGHTS**

The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment for full and part-time officers of the Association and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as:

- a) the functions and programs of the Employer,
- b) standard of service;
- c) its overall budget;
- d) the utilization of technology;
- e) the organizational structure; and
- f) selection and direction of personnel.

The above set forth management rights are by way of example, but not by way of limitation.

The Association, on behalf of the full and part-time officers, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

### **ARTICLE IV - GENERAL CONDITIONS**

In addition to the conditions that may be provided elsewhere in this Agreement, the following shall be observed:

It is the policy of the Employer and the Association that there will be no discrimination against any full or part-time officer or applicant for employment on account of race, color, creed, sex, age, or national origin. In addition, there shall be no discrimination, restraint, or coercion against any full or part-time officer because of membership in the Association or official Association business.

Words used in this Agreement in the masculine gender shall include the feminine and neuter.

The law governing this Agreement shall be the Public Employees' Fair Employment Act and such provisions of the Civil Service Law, local laws, and Charter of the City of Canandaigua, and rules and regulations of the Police Department, which are not inconsistent with said Agreement.

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), as amended, to provide orderly collective negotiation 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 full and part-time officers covered by this Agreement.

### **ARTICLE V - COMPENSATION**

#### **Section 1 – Wage Schedule**

Appendix A, attached and made a part of this Agreement, displays the wage schedule to be paid for all classifications represented by the Association as agreed upon by both parties. The hourly

rate of part-time Officers shall be as set forth in Appendix A. In no event will part-time Officers be entitled to step increases or longevity payments.

### Section 2 - Acting Sergeant

In any case, when an officer of the Police Department is temporarily required to serve as a Sergeant when a Sergeant is not on duty, said patrolman shall receive the entrance rate of that class or 10% above the officer's current rate, whichever is higher.

### Section 3 - Shift Differential

Officers working between the hours of 4:00 pm to 8:00 am shall be paid 8% in addition to their normal compensation for such shift

### Section 4 - Anniversary Dates

For the purpose of salary or compensation computations, be it here and now agreed that anniversary dates for all officers of the Association shall be in accordance with the following schedule:

- a. Anniversary dates of employment will be the basis of all increment raises.
- b. Increases in salary will be effective at the start of the fiscal year.
- c. In the event an officer is promoted, his increase in salary shall begin at the start of the pay period following the date of promotion.

### Section 5 - Longevity Pay

In addition to the normal compensation provided in Appendix A, eligible full-time officers, hired prior to March 1, 2017, with the required years of service shall be paid the following annually for longevity:

|   |        |
|---|--------|
| At least 5 years of continuous service  | \$525  |
| At least 10 years of continuous service | \$625  |
| At least 15 years of continuous service | \$825  |
| At least 20 years of continuous service | \$1025 |

### Section 6 - Detective, Field Training Officer and Evidence Technician Stipends

- (a) Detective: After an initial 12-months of continuous service, Officers that hold the title of "Detective" shall receive a \$2,500 stipend with the lump-sum monies paid in December of that year. The stipend shall be provided to the Officer every year thereafter, so long as the Officer holds the title of "Detective", but paid a prorated amount each week.
  - a. Effective January 1, 2023 the stipend will be \$3,500
  - b. Effective January 1, 2024 the stipend will be \$4,500
- (b) Field Training Officer: Officers that are trained and participate as the primary officer in a complete phase of a recruits training during the year shall receive a \$500 stipend with the lump-sum monies paid in December of that year.
- (c) Evidence Technicians: Officers that are trained and participate as Evidence Technicians for at least six (6) documented processed scenes during the year shall receive a \$250 stipend with the lump-sum monies paid in December of that year.

### Section 7 - Flexible Spending Accounts & Deferred Compensation Plan

- (a) The City will offer a Flexible Spending account program to all full-time officers.

- (b) The Employer will provide a Deferred Compensation Plan for any officer. The Employer will not contribute to said plan.

#### Section 8 – Direct Deposit

The Canandaigua Police Officers Association agrees to the payment of salaries by direct deposit, except the monies paid by in lump-sum in December will be distributed in a live check.

### **ARTICLE VI - HOURS OF WORK & OVERTIME**

#### Section 1 – Standard Work Day

The standard work day shall be eight (8) hours and the standard work week for uniform patrol officers shall be thirty-seven and one half (37 ½) hours which is the normal working schedule (four days on and two days off). Police officers performing other than uniform patrol duty (plain clothes) shall be scheduled for thirty-seven and one half (37 ½) hours per week, seven and one half (7 ½) hours per day, on a five (5) days on and two (2) days off schedule.

#### Section 2 - Overtime

Officers shall be entitled to overtime compensation when they perform work in excess of the normal working schedule, or eight (8) hours in any work day. Such overtime worked shall be compensated at the rate of one and one half (1 ½) times the employee's normal compensation. All overtime must be verified by a Commanding Officer and approved by the Chief of Police.

#### Section 3 – Briefing Period

All full and part-time officers will report to work fifteen (15) minutes before their scheduled start time. The fifteen (15) minutes shall be paid at straight time; all hours worked after eight (8) hours a day shall be paid at time and one half (1 ½). The only exception is the fifteen (15) minutes per day show-up time. Each officer will receive the fifteen (15) minutes per day show-up time 52 weeks a year. Effective January 1, 1998, Officers must be present at shift briefings to receive briefing pay.

#### Section 4 - On-Call

Officers required to be on-call shall receive ¾ hour straight time as awarded time, or the take home car per day provided that the take home car not used for any personal use and only used for work purposes.

#### Section 5 – Court Time

All Officers who are required to make court appearances on behalf of the City during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay computed at time and one half pay. The foregoing minimum guarantee shall not apply if court time is within one half (1/2) hour before or after an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked. Tours may be altered when an Officer is scheduled for a court appearance, provided he/she shall be off duty a minimum of sixteen (16) hours and is scheduled to work that day.

#### Section 6 – Call Out or Order Out

A Call Out or Order Out is defined as an official assignment of work that does not continuously precede or follow an employee's scheduled working hours and involves the employee returning to

work after the employee has worked a shift. Employees who are called out to work under this section shall be guaranteed a minimum of two (2) hours pay computed at time and one half. The two (2) hour minimum shall not apply when the call out is less than two hours before the start of an employee's shift, or to work which is scheduled in advance.

#### Section 7 - -Rapid Rotation Clause

In the event a uniformed Officer is mandated to report for work in a time period of less than sixteen (16) hours since his previous, regularly scheduled shift, the uniformed Officer shall be granted time and one-half (1-1/2) pay for those hours worked which occur within the sixteen (16) hour period since his last regularly scheduled shift. This time and one-half payment is in lieu of his/her straight pay. This policy shall not be in effect on those occasions when a shortage of personnel is created by the use of a personal leave day by another member of the unit. The policy is not applicable for the period of time when an Officer may be asked to hold-over at the end of his regularly scheduled shift.

Example 1 (consecutive shift change) - Officer Jones regularly works the Night Shift (C tour) but one week he is mandated to work C C C B. Since being mandated to work the B tour, Officer Jones will only receive 8 hours off from his last regularly scheduled shift. Officer Jones would be entitled to 8 hours of pay at time and a half for the entire 8 hours. This payment would be in lieu of his normal pay at straight time.

Example 2 (mandated in early) - Officer Smith worked the A tour (0600-1400) and is mandated to work the following morning at 0200 hrs. Officer Smith then starts his regularly scheduled A tour that morning. Officer Smith would be entitled to 4 hours of pay at time and a half in lieu of his normal pay for those 4 hours that are within the 16 hours window from his previous shift.

Example 3 (mandated in after day off) - Officer Bob is mandated to report for work at 0200 hrs (the officer is coming off his/her past days) and then starts his normal shift at 0600 hrs. In this case Officer Bob is not entitled to any compensation under this provision since he did not work the day before. This provision only applies when a uniform officer is mandated in EARLY and must be between a regularly scheduled shift.

Example 4 (hold-over) - Officer Green works the A tour (0600-1400). He is mandated to stay four hours past the normal end of his shift. Officer Green will receive time and one half for each of the four hours he is mandated to work past the normal end of his shift. Officer Green will not receive any additional pay in this situation.

#### Section 8 – Fixed Shift Assignments & Accumulated Compensatory Time

Uniformed Police Officers of the Patrol Division with a minimum of two (2) years of service with the Canandaigua Police Department shall be eligible for a fixed shift assignment. Such assignments shall be subject to the following conditions:

- a. Fixed shift assignments shall be bid each January 1<sup>st</sup>. One (1) month prior to this bid, a notice shall be posted in the Police Department notifying eligible officers of the opportunity to bid for a fixed shift assignment and the process to be followed to do so.
- b. At least one (1) Police Officer with a minimum of six (6) years of service shall be assigned by the City to each shift.



- c. At his/her discretion, the Police Chief shall have the authority to assign or transfer any Officer to any shift at any time during the year. Reasons for such assignment shall include, but not be limited to, any of the following:
  1. A need for a particular Police Officer's technical expertise on a shift.
  2. Disciplinary reasons.
  3. Special needs or circumstances of a Police Officer (e.g. educational courses, specialized assignments or personal matters).
  4. Court appearance requirements of a Police Officer.

Accumulated compensatory time may be paid for in cash one time each year to each officer, in an amount and at a time to be selected by each officer.

**Section 9 – Part-Time Officers**

Part-time Officers shall only work 1040 hours per calendar year, except that the Chief of Police may request part-time Officers to work an additional 40 hours above this cap if needed.

**ARTICLE VII – HOLIDAYS**

**Section 1 - Holidays**

All officers shall be entitled to the following holidays with pay. Payment for these holidays (11 days pay) shall be made in the first week of December each year.

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Fourth of July   |
| President's Day        | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| Easter Sunday          | Veteran's Day    |
| Memorial Day           | Thanksgiving Day |
|                        | Christmas Day    |

- (a) When an officer works his regular scheduled shift and the majority of the hours worked are on any contract holidays, they will be paid for that work at straight time, and will also be entitled to an additional compensatory day off. In addition, officers working overtime on Independence Day, Thanksgiving Day, or Christmas Day will be paid at one and one half (1 ½) time for those hours worked and if working 7.5 hours or more with the majority of the hours worked falling on one of these three days they will also be entitled to an additional awarded day off. When working overtime on any other than the above stated holidays, the officer would not receive the additional day off. \*\* Should the current shift schedule (0600-1400, 1400-2200, 2200-0600 hrs.) change this section would be reopened for negotiation to reflect such change.\*\* Holidays earned will be converted to hours compensatory time and may be used in four (4) hour blocks within the stipulations set by ADMINISTRATIVE ORDER #1/01 dated February 1, 2001 as per the current agreement between the Chief of Police and the PBA.
- (b) Officers may be given off said holiday with pay at the discretion of the Chief of Police and as long as it does not interfere with operating efficiency of the Department. No officer, who is scheduled to work, may take off on a holiday, except for illness, without approval of the Chief of Police.
- (c) A holiday occurring during a period of vacation shall not be included in computing such vacation. An officer shall not be paid for both the holiday and vacation day and may take the vacation day another time consistent with the needs of the Department.

- (d) Part-time Officers (excluding the part-time School Resource Officer) shall receive their regular pay for holidays that they are off, but which they are regularly scheduled to work. If a part-time Officer, including the part-time School Resource Officer, works on a holiday listed above in paragraph 1 then the Officer shall be paid at time and one half for each hour worked.

### ARTICLE VIII - VACATIONS

Officers shall receive vacation leave based upon the following schedule:

#### LENGTH OF SERVICE

|                                |         |
|--------------------------------|---------|
| 2 <sup>nd</sup> Calendar Year  | 10 days |
| 4 <sup>th</sup> Calendar Year  | 15 days |
| 11 <sup>th</sup> Calendar Year | 20 days |
| 18 <sup>th</sup> Calendar Year | 25 days |

- (a) In years of additional vacation credits, the officer shall be allowed to select the additional vacation days in January, but the selection must be for time after the officer's anniversary date.
- (b) Vacation shall start on the first tour of a set of tours and continue for an officer's regular work week in consecutive days.
- (c) Vacations will be paid based on current rate of 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) Newly appointed employees shall be credited with eight-tenths (.8) days vacation for each month worked during the calendar year of appointment.
- (e) Officers will not be granted vacation time until they have satisfactorily completed their first six (6) months. After six months of service, an officer shall be granted up to five days vacation provided it occurs within the calendar year of appointment. In cases which an officer's appointment date precludes the possibility of utilizing earned vacation in the calendar year of appointment, the officer may carry over earned vacation into the second calendar year of employment.
- (f) Seniority shall be used in giving preference to vacation selection. Seniority shall be based on the continuous length of service as a full-time officer in this police department. The anniversary date of an officer with this department shall be the sole determinant of seniority within the rank of Police Officer. Officers appointed on the same date shall alternate seniority from one year to another.
- (g) Vacation selection shall be done annually by weeks. In the Patrol Division only, the following rules will apply:
  - a. First, Sergeants will select their desired weeks of vacation by seniority from among the 52 weeks in the year, no more than one (1) Sergeant per week.

- b. Second, Patrolmen will select their desired weeks by seniority from among the 52 weeks in the year and all weeks not previously selected by Sergeants. Uniformed Officers must select vacation in blocks of 4 days. Any remaining days that are less than 4 shall be banked for use throughout the year. The use of banked days shall not create overtime except with the prior authorization of the Police Chief. No more than one (1) Patrolman shall be off per week, except two (2) may be off when the second selection invades a week not previously selected by a Sergeant.
- c. Since the past vacation selection process involved both the POA and the Gold Badge Club, it was agreed that the POA would participate in jointly negotiating a new vacation selection procedure with the Gold Badge Club and the City.
- (h) The Chief of Police shall determine how many officers may be off at one time and when to schedule vacations in a manner that will not affect the operations of the department.
- (i) Vacations may not be accumulated from year to year except under unusual conditions and only with the approval of the Chief of Police and the City Manager.
- (j) At least two (2) weeks notice must be given to the Chief of Police before vacation will be granted.
- (k) With respect to signing on sick leave while on vacation, officers who have a major illness or injury while on vacation may use their sick leave for the remainder of the illness and have their vacation time retained, provided proper notice is given and a doctor's certificate is presented.

## **ARTICLE IX - SICK LEAVE**

### **Section 1 – Sick Leave Accumulation & Use**

- (a) All officers shall be entitled to accumulate one (1) day of sick leave per month worked. If an Officer has sick leave available to them then the Officer may use up to 5 days of sick leave per year for family medical issues. The City may request documentation to verify the medical issue of the family member, but a nurse's note will be considered sufficient documentation.
- (b) Each officer must notify the desk officer within one (1) hour of the designated starting time of his tour of duty on any day on which he is sick. The designated time of call-in shall be at the discretion of the Chief of Police, but must be within the one (1) hour limitation.
- (c) After all accumulated sick leave plus any accrued vacation has been used, an officer with a minimum of five (5) years of continuous service may be granted additional sick leave at one-half (1/2) pay, upon the recommendation of the Chief of Police and the approval of the City Council.
- (d) After December 1<sup>st</sup> of each year, an officer may trade any accrued sick leave days from the previous twelve (12) months back to the City for a cash payment equal to 50 percent of their current day rate. Officers must maintain a minimum of 48 days in their sick time bank before they can trade sick days back for payment. At the Officer's election, the City

shall deposit such payments into the Officer's deferred compensation plan, limited to the maximum amount of such deposits allowed by law.

Upon retirement, officers shall receive a lump sum payment of forty-six dollars (\$46) per day of unused sick leave not to exceed 150 days. At the Officer's election, the City shall deposit such payments into the Officer's deferred compensation plan, limited to the maximum amount of such deposits allowed by law, or paid into a retirement Health Reimbursement Account or a Health Savings Accounts up to the maximum permissible for future health and medical expenses, including health insurance premiums so long as such payments are allowed by law. For the purposes of this paragraph and in order to retain officers, for each year that the Officer is employed full-time by the City beyond twenty (20) years, the maximum days for a lump sum payment for unused sick leave shall increase five (5) days. (Example: Officer John Doe works full time for the City for 25 years and retires. The total unused sick leave increases to a not to exceed amount of 175 days.)

- (e) If an officer uses no sick leave for a six (6) month period, they shall receive four (4) hours compensatory time at straight time.
- (f) All officers have the right to donate as much sick time as each officer sees fit when another officer is unable to work due to illness, injury, or personal medical issues, and that officer is in need of donated time. The officer in need must deplete all other earned time-off banks (vacation, personal, holiday, comp) prior to receiving the donation of sick time.

## **ARTICLE X - OTHER LEAVES**

### **Section 1 - Bereavement Leave**

- (a) Four (4) days leave with pay shall be granted for death within the immediate family of an officer upon satisfactory evidence of same to the Chief of Police. Immediate family shall include the officer's mother, father, step-parents, husband, wife, grandparents, sons, daughters, step-children, brothers, sisters, mother-in-law, father-in-law or legally adopted child. Part-time officers shall be granted unpaid leave up to four days if necessary for deaths of the above mentioned family members.
- (b) One (1) day leave with pay shall be granted for each death of the following:  
grandchild, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

### **Section 2 - Personal Leave:**

Each officer shall be allowed three (3) personal leave days per year with no restrictions. Such days shall not be accumulated from year to year. Requests for such days must be made at least forty-eight (48) hours in advance to the Chief of Police. In the event of an emergency, an officer may take personal leave without the forty-eight (48) hours' notice only with the approval of the Chief of Police.

For any personal days unused during the calendar year, the Employer will pay an officer an amount equal to the officer's current daily wage rate as of December 1<sup>st</sup> for each unused personal

leave day. Payment will be made the first pay period of December. Officers terminated for just cause, however, will not be reimbursed for any unused personal days.

### Section 3 - Leave of Absence

A leave of absence may be granted only upon the recommendation of the Chief of Police and the approval of the City Manager

### Section 4 - Jury Duty Pay:

- (a) Any full or part-time police officer, who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the city his/her full daily salary provided she/he turns over to the City all stipends received for serving on jury duty.
- (b) The officer must notify the city or its designee immediately upon receipt of a summons for jury service.
- (c) Adequate proof of time served on jury must be timely presented.
- (d) All officers shall be absent from work only during the times actually required by the courts. If excused before four (4) hours has elapsed, the officer shall report for regular police duty.

## **ARTICLE XI - INSURANCE & RETIREMENT**

### Section 1 - Medical Insurance

- (a) Health Insurance Plan. All full-time officers shall be provided with the Finger Lakes Municipal Health Insurance Trust ("FLMHIT") HDHP 3000/6000 Plan
- (b) Officer contribution.
  - (1) Officers hired after January 1, 2022 shall pay 20% of the health insurance premium
  - (2) Officers hired before January 1, 2022 shall pay 15% of the health insurance premium.

### Section 2 - Health Savings Accounts (HSA)

Single Health Insurance Plan  
\$3,000 per year

Family Health Insurance Plan  
\$6,000 per year

The above annual amounts shall be prorated on a monthly basis for the year that any new Officer is hired and the prorated amounts shall be deposited by the first of the month following the date of hire.

All HSA accounts will be established with a financial institution as determined by the City and payments shall be made by the City in the first week of January of each year.

### Section 3 - Retiree Health Insurance:

- (a) If a full-time Officer, who was hired prior to February 28, 2014, retires with fifteen years of continuous full-time service with the City, the City shall provide the above health insurance and HSA plans, or other base plan that is offered to current officers, to such retirees until age sixty-five, or Medicare eligible, whichever is earlier. Retiree shall be responsible for his employee contribution portion of said health insurance plans during

his retirement. Retiree is required to notify the City of any changes in health insurance status. If such retiree moves to an area in which the above base plan is not available, the City shall make a payment equal to the base plan and HSA contribution, to the health insurance provider of the retiree. [The Premium Protection Cap shall still be applicable to such situations so that payments in lieu of insurance shall not exceed the cost of the Consortium Core Plan and HRA levels.] 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 a full-time Officer, who becomes a member of the Canandaigua Police Department after February 28, 2014, retires from City employment with twenty (20) years of full-time, continuous service to the City as a police officer, the City shall provide single coverage of the above health insurance and HSA plans, or other plan that is used by the majority of current officers (hereafter referred to as the “base plan”), subject to the retiree's continued contribution for such plan, to such retirees until the earlier of Medicare eligibility or age sixty-five, whichever comes first; provided the retiree is not eligible for insurance through any post-retirement employment or the employment of another. (No exception for lateral transfers). These retirees shall continue to contribute the same percentage contribution to the cost of the premiums as active employees. Where active employees may have multiple contribution rates, the retiree shall pay the maximum rate. Eligible dependents may be added to the Retirees single plan, provided the retiree pays 50% of the premium cost for the addition of the dependents. For the purposes of this paragraph and in order to attract qualified transfer candidates, the City may credit up to five (5) years of full-time service to members that transfer into the Canandaigua Police Department that have one (1) or more years of service with other law enforcement agencies. For the purposes of this paragraph and in order to retain officers, for each year that the Officer is employed full-time by the City beyond twenty (20) years, the City will provide family coverage instead of single coverage as outlined above. (Example: Officer John Doe works full time for the City for 25 years and retires. The City provides family coverage for 5 years in retirement and single coverage for all remaining years until Medicare eligibility.)

It is understood that the City health and dental insurance plans for retirees shall be changed in response to changes to the plans for active employees; and therefore, retirees will be moved to the most current plan for active employees.

#### Section 4 - Health Insurance for Life of Duty Death

In the event any officer dies as a result of a line of duty incident, or contracts hepatitis in the line of duty, the City shall reimburse the officer's family up to \$2,250.00 for funeral expenses, plus the family shall receive Health Insurance Base plan and Dental Insurance for a one-year period. The family may also participate in the Health Insurance buyback provision for the one-year period as an alternative. (Family for the purpose of medical insurance shall be as defined in the medical contract in place at the time of death.)

#### Section 5 - Health Insurance Buy-Out

- (a) Officers who decline health insurance coverage with the City shall receive a payment from the City equal to 25% percent of the premium which would have been paid by the City for the Health Insurance Base Plan during the prior 12 months. In order to receive this benefit an Officer cannot otherwise be covered under a City health insurance plan. Officers that

decline health insurance coverage at any time other than during the City's annual enrollment period shall only be entitled to a pro-rata share of the applicable amount listed above, on a monthly basis.

(b) At all times the Payment shall be made in December of each year and will be subject to applicable withholdings. The officer shall have the right to return to the City's group coverage upon a change in status subject to limitations imposed by the carrier or during any open enrollment periods. This selection shall not apply to dental coverage.

(c) This buy-out provision is subject to the following conditions:

(1) An Officer must file with the Treasurer's Office an application to forgo health care coverage.

(2) If the Officer, 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 the city-sponsored plan subject to limitations imposed by the carrier.

(3) If the Officer chooses to pick up coverage and has opted-out for less than six (6) months, then the Officer forfeits the lump sum payment entirely. If the Officer has opted-out for more than six (6) months but less than twelve (12) months, then the Officer shall receive an amount prorated by month.

(4) An Officer has the right to renew health care coverage during any enrollment period, even if the Officer opted out of coverage for the previous twelve (12) months.

#### Section 6 - Dental Insurance

The Employer shall contribute to Local 1170 C.W.A. Dental Trust Fund the following contributions:

|             |         |
|-------------|---------|
| Single Plan | \$45.00 |
| Family Plan | \$65.00 |

#### Section 7 - Life Insurance

The Employer will pay all costs of obtaining and providing each officer in the Association a minimum guaranteed death benefit through the New York State Retirement System under which he has the Retirement Plan, or under Section 260(b), whichever covers the employee.

#### Section 8 - Retirement

(a) The Employer will provide to and maintain for, Officers hired prior to January 9, 2010, a twenty (20) year noncontributory retirement plan under Section 384(d) of the New York State Retirement Plan System or a twenty-five (25) year non-contributory retirement plan under Section 384 of the New York State Retirement System.

(b) The Employer will provide to and maintain for, Officers hired after January 9, 2010, either of the plans provided for in Section 1 pursuant to the New York State Policemen's and

Firemen's Retirement System (Retirement and Social Security Law Article 22) and subject to the employee contribution requirements of the Tier in which employee is classified.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### Section 1 - Representation

The Employer recognizes the rights of full and part-time officers to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement.

The Association shall submit the names of six (6) designated representatives in writing to the City Manager. For purposes only of the grievance steps below, working days include Mondays through Fridays and exclude holidays.

### Section 2 - Grievance Procedure

All disputes between the Employer and the Association or between the Employer and any of its full or part-time officers relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure:

- STEP ONE: Within fifteen (15) working days from the date of occurrence, or date when the grievant knew or should have had reasonable knowledge thereof, the grievant shall direct the committee to deliver in writing said grievance to the Chief of Police for review.
- STEP TWO: The Chief of Police shall meet with the aggrieved officer and the Association grievance committee within five (5) working days after receiving said written notification. Within fifteen (15) working days after the close of said meeting, the Chief of Police shall notify in writing the officer, the Local President and the C.W.A. of his decision on said grievance.
- STEP THREE: If an officer presenting the grievance is not satisfied with the decision of the Chief of Police, he may within five (5) working days after receiving notification of said decision request a review and determination by the City Manager. The City Manager shall hold a hearing within ten (10) days after receiving written request for review. At least three (3) days' notice of time and place shall be given to the officer, the officer's representative, if any, and the Association shall be entitled to represent the officer in said proceedings. The City Manager shall make his decision within ten (10) days after the closing of said hearing. A written copy of this decision shall be given to the officer, the Local President of the C.W.A., and the Chief of Police.
- STEP FOUR: If both the officer and/or the Association is not satisfied with the decision of the City Manager, arbitration may be requested in writing within twenty (20) working days after the decision is rendered at Step Three. The parties will request a list of seven (7) arbitrators from the Public Employment Relations



Board and shall strike names alternately until one remains who shall be the arbitrator. The decision of the arbitrator shall be final and binding; however, 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. All expenses with respect to the arbitrator shall be borne equally by the parties, but each party shall bear its own costs with respect to all other expenses, including witnesses. The arbitrator shall issue his award within thirty (30) calendar days after the hearing is closed.

3. Time limits of this article may be extended by mutual agreement.

### **ARTICLE XIII - UNION ACTIVITIES**

#### Section 1 - Union Conferences

A maximum of two (2) officers, either full or part-time, who are designated to represent the Association shall have the right to attend State-wide conventions and meetings of the Police Conference to which they belong without loss of time or pay, provided at least one (1) weeks' notice is given to the Chief of Police.

#### Section 2 - Meetings

All officers of the Police Officers Association shall be permitted to attend one (1) monthly meeting of the Association while on duty but subject to call, provided a minimum of two (2) uniformed officers are on patrol at all times.

The Association President and the Chief Steward will be allowed a maximum of six (6) days total between them to attend meetings of the C.W.A., without pay.

#### Section 3 - Bulletin Board

The Association shall be allowed to maintain a bulletin board on the premises of the Police Station in order to post notices and communications.

### **ARTICLE XIV - EDUCATION BENEFITS**

#### Section 1 - Tuition

- (a) For full-time Officers, if other federal and state funds are not available to the officer for education purposes, the employer shall reimburse 50% of tuition, books, and associated education fees to the Officer upon satisfactory completion of coursework in Police Science/Criminal Justice, or other related law enforcement field, as approved by the Chief of Police. The City shall reimburse the officer only for courses for which he or she received a grade of C or higher. Reimbursement pursuant to this section is only for applicable course work toward an Associate's or Bachelor's Degree.
- (b) Each officer must submit his or her request in writing to the Police Chief. Payment will be made in advance by the Employer. Upon completion of the course, the officer must submit proof of completion with a satisfactory grade or refund the money.

## **ARTICLE XV - CLOTHING ALLOWANCE**

- (a) Each uniform patrol officer shall have a uniform allowance of \$600.00 per year to be used at the discretion of each individual. Article of authorized uniforms shall include hats, shirts, ties, slacks, shoes, boots, gloves, jackets, and winter sweater.
- (b) All leather goods, badges, weapons, and other items of the authorized uniform shall be purchased by the Employer upon approval of the Chief of Police.
- (c) Officers of the force assigned by the Chief of Police to work in plain clothes for less than six (6) months may use whatever remains unspent of their \$600.00 uniform allowance toward the purchase of professional civilian clothing. Officers assigned for more than six months will have a \$600.00 clothing allowance to be used for the purchase of professional civilian clothing. Effective January 1, 2023, the clothing allowance for professional civilian clothing shall be \$750.00
- (d) The Employer will replace or repair any part of the authorized uniform damaged in the line of duty.
- (e) The Employer will pay for dry cleaning of uniforms for full and part-time officers under the following schedule. The Employer shall provide two (2) changes of uniforms per four (4) day shift. Each change shall consist of a shirt and a pair of trousers. In addition, the Employer shall provide at least two (2) cleanings of winter jackets and one (1) cleaning of spring jackets.
  - a. The Employer shall designate the cleaner to be used.
  - b. In lieu of the above, the Employer shall provide a \$250.00 cleaning allowance to officers of the force assigned to work in plain clothes, pro-rated for those assigned less than twelve (12) months.
- (f) Officers will be entitled to reimbursements for personal effects damaged in the line of duty including only eyeglasses, watches, contact lenses, and sunglasses. Said reimbursement shall be \$100.00 per incident, up to \$300.00 per year.
- (g) The City shall, upon hiring, provide part-time Officers with all initial required equipment and uniforms. Any replacement equipment or uniforms will be at the discretion of the Chief of Police.

## **ARTICLE XVI - LAYOFFS**

- (a) In the event of general layoff, officers will be laid off first on the basis of least seniority or according to State Civil Service Law. In the event of a layoff, or a particular operation is discontinued, 30 days' notice will be given to the officers affected.
- (b) Any officer laid off due to a lack of work or elimination of an operation shall receive severance pay in the amount of one week's base pay for each full year of service. This provision shall not apply to any officer with six (6) months service or less.

## ARTICLE XVII - BILL OF RIGHTS

- (a) Nothing in this section shall be construed to limit the right of the City to correct the actions of officers, or to counsel them without imposing discipline, or to take corrective measures to improve conduct and performance, which do not constitute discipline.
- (b) This Article shall be applicable to part-time Officers that have worked without a break in service for the City for 5 years.
- (c) Should the City undertake an investigation of the conduct of an officer, which may lead to discipline, the officer shall be entitled to the rights and protections listed below. However, these procedures shall not apply to normal and routine inquiries by command concerning an officer's activities. In imposing discipline on an employee, a hearing officer or an arbitrator shall consider the effect of a failure to follow any of the procedures below:
  - 1. The officers shall be informed of the identity of the officer in charge of the investigation as well as that of the officer conducting the interview and all persons present during the interview.
  - 2. The officer shall be informed of the nature of the investigation, including any allegations made against him, before an interview starts.
  - 3. The officer shall have the right to have present a representative of the Union, or he or she may waive such right to representation, provided that the presence of a representative shall not delay or interfere with the interview. The representative shall have an opportunity to pose questions to the officer at the conclusion of the investigating officer's questioning. The officer shall also have the right to make a statement. The Union representative shall not interfere with or impede the investigation.
  - 4. The officer shall have the right to a copy of any statement he or she makes to the investigating officer free of charge, provided the statement is reduced to writing. The Union may tape the investigation interview if they want a taped record.
  - 5. Prior to the filing of department charges, the officer shall be afforded an opportunity to speak to the charging officer, if this is feasible under the circumstances and if the officer has not had the opportunity to present his or her views during the investigation.
  - 6. The officer shall be given a copy of any warning or memorandum entered in his personnel file. He or she shall have the right to submit a written response for entry into such a file.
  - 7. Formal discipline shall be subject to applicable Civil Service Law procedures unless the officer, with the consent of both the Union and the City, agrees to make a binding election to use the arbitration provisions contained in Article XII of this Agreement.
  - 8. The City will give the officer notice of its concerns regarding his or her conduct or performance within 60 days of the discovery of the acts or omissions that would constitute the basis for discipline, except that such limitation shall not apply where the alleged act would, if proved in a court of appropriate jurisdiction, constitute a crime.

9. The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty, and during daylight hours, unless the urgency of the investigation, as determined by the Chief, dictates otherwise.
10. The City may request, but may not order, an officer to take a polygraph test. Refusal by an officer shall not be used against said officer.
11. At the conclusion of the investigation, the officer will be informed that a) the investigation is concluded, and b) whether any disciplinary or criminal charges will or will not be forthcoming.
12. The City acknowledges that a recent change in State law effectively modifies the Bill of Rights section of the Collective Bargaining Agreement so as to provide the PBA members with the right to have a Union Representative present when they are directed to prepare a written statement of their work-related activity which may lead to discipline. The City has every intention of abiding by the provisions of this State law for as long as it is in effect.

### **ARTICLE XVIII - TRAINING**

The Employer will schedule twenty-four (24) hours per full-time officer of paid instructional training required annually. These hours will be scheduled on the officer's regular days off and will be paid at a time and one-half (1 ½) rate. Any four (4) hours of training or part thereof will be paid in four (4) hour blocks. Officers will make every reasonable effort to complete this training each year, and the City will make every effort to insure full communications and reasonable scheduling of training takes place to encourage maximum participation. The PBA and City will meet promptly and work towards resolving any issue that is not in compliance with the spirit of this Award. The Union and the City shall attempt to reach an agreement on a procedure for training, which is subject to membership approval.

The City will pay the cost of all training, which is deemed necessary by the Chief of Police, for part-time Officers. Any other training that the part-time Officer desires to receive, but which is not deemed necessary, must be paid for by the part-time Officer.

### **ARTICLE XIX PERSONNEL FILES**

#### Section 1 – Inspection of File

The City shall, at a reasonable time, upon request of an employee, permit that employee to inspect his/her own personnel files. The City shall make these records available during the regular business hours of the office where they records are maintained, but may require the employee to inspect such records on his/her own free time. At the City's discretion, the employee may be required to file a written form requesting access to the file, and indicating the purposes for which the inspection is requested or the particular parts of the personnel record which he/she wishes to inspect, to assist the employer in providing the correct records to meet the employee's need. At the employee's request, his/her Association representative may accompany the employee during the inspection.

### Section 2 – Protection of File

The employee will not be allowed to remove the file from the premises, but shall be permitted to take notes of the file's contents. The City may require the inspection of the file to take place in the presence of a designated official. The City shall retain the right to protect the files from loss, damage or alteration. The City must allow sufficient inspection time, commensurate with the volume content of the file. Except for reasonable cause, the City may limit the inspection to once per calendar year.

### Section 3 – Appeal of File

If, upon inspection of the personnel file, an employee disagrees with any of the information contained in his/her file, removal or correction of such information may be agreed upon by the employee, the Chief of Police and the City Manager. If the City does not agree with a request to correct or remove a particular item or piece of information, the employee may submit a written statement explaining his/her position. Such statements shall be maintained as part of the employee's personnel file.

## **ARTICLE XX FITNESS FOR DUTY**

The City and Association agree to continue to discuss and negotiate a fitness for duty clause during the term of this agreement which will be amended if an agreement is reached by both parties.

## **ARTICLE XXI CIVIL COMPLAINT DEFENSE**

Any full or part-time officer of the City of Canandaigua is protected by virtue of the fact that City Council, in 1980, adopted Article 18 of the Police Officers Law. This law provides that the Employer will be responsible for paying the costs of legal defense when an officer is sued for actions arising from the course of his/her employment. The Employer will also be responsible in the amount of any judgement that might be granted, provided that the act or omission in question occurred while the officer was acting within the scope of his/her public employment or duties, as determined by the provisions of Article 18.

Furthermore, protection to municipal police officers afforded by Section 50, General Municipal Law which guarantees that a municipality cannot sidestep its responsibilities under Article 18. The City has every intention of abiding by the provisions of these State Laws for as long as they are in effect.

## **ARTICLE XXII UNION DUES AND INDEMNIFICATION**

### Section 1 – Union Dues

While this Agreement is in effect, the City will deduct from each employee's paycheck, once each pay period, the uniform, regular monthly Association dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check-off authorization form. Said dues will be remitted to the Association weekly to an address designed in writing by the Association.

### Section 2 - Indemnification

The Association shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability and

for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

### **ARTICLE XXIII PART-TIME OFFICER BENEFITS**

Any benefit in this Agreement that is not specifically stated as being applicable to part-time Officers shall not be granted to them. All benefits to be provided to part-time Officers have been specifically designated within the Agreement.

### **ARTICLE XXIV SCOPE OF AGREEMENT**

#### **Section 1 – Complete and Entire Agreement**

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

#### **Section 2 – Modifications and Amendments**

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.

#### **Section 3 – Validity**

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.

### **ARTICLE XIX - MISCELLANEOUS**

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 XXV – EARLY TRANSFERS**

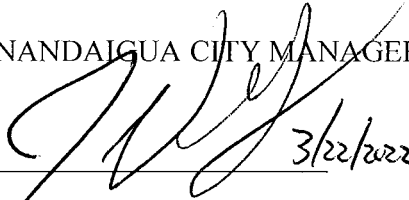
Officers that the City has paid to send to a police academy are required to reimburse the City if they transfer to another police department during their first three years of employment.

### **ARTICLE XXVI- DURATION AND TERMINATION**

This Agreement shall become effective January 1, 2021 and shall remain in effect up to and including midnight, December 31, 2024, and shall remain in effect from year to year thereafter unless either party gives notice of its desire to terminate this Agreement in accordance with the provisions of the Taylor Law prior to the end of any subsequent yearly period.

IN WITNESS WHEREOF, the parties hereunto affix their hands and seals.

CANANDAIGUA CITY MANAGER

BY:  3/22/2022

CANANDAIGUA POLICE OFFICERS ASSOCIATION

BY:  3/22/22

\_\_\_\_\_  
 \_\_\_\_\_

**APPENDIX A**

Annual Salaries for Full-time Officers for 2022 – 2024

|   | 2021     | 2022     | 2023     | 2024     |
|---|----------|----------|----------|----------|
|   | -        | 3.00%    | 3.00%    | 3.00%    |
| <b>Starting Rate</b><br>(police academy or<br>less than 2 yrs.<br>Experience) | \$55,779 | \$57,452 | \$59,176 | \$60,951 |
| <b>After 1 Year</b><br>(or lateral with more<br>than 2 yrs.<br>Experience)    | \$60,049 | \$61,850 | \$63,706 | \$65,617 |
| <b>After 2 years</b>  | \$62,645 | \$64,524 | \$66,460 | \$68,454 |
| <b>After 3 years</b>  | \$65,981 | \$67,960 | \$69,999 | \$72,099 |
| <b>After 4 years</b>  | \$69,529 | \$71,615 | \$73,763 | \$75,976 |
| <b>After 6 years</b>  | \$72,201 | \$74,367 | \$76,598 | \$78,896 |

Hourly Rate for Part-time Officers for 2022 – 2024

|             | 2021     | 2022     | 2023     | 2024     |
|-------------|----------|----------|----------|----------|
|             | -        | 7.50%    | 7.50%    | 1.50%    |
| Hourly Rate | \$ 26.00 | \$ 27.95 | \$ 30.05 | \$ 30.50 |