

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF CANANDAIGUA, NY**

**AND**

**TOWN OF CANANDAIGUA**

**HIGHWAY EMPLOYEE'S ASSOCIATION**

**2023-2027**

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## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, and effective as of 01/01/2023, by and between the Town of Canandaigua, ("Employer") and the Town of Canandaigua Highway Employee's Association, ("Association"), affiliated with Local 1170 Communications Workers of America. This Agreement shall cover the period of 01/01/2023-12/31/2027.

All provisions set forth in the Town of Canandaigua Employee Handbook (last amended on April 15, 2019), shall govern all employees of the Town of Canandaigua EXCEPT as modified by this Agreement. The Association reserves the right to negotiate any changes made to the Employee Handbook which effect members of the Association, after the date of this agreement. The Town Board of the Town of Canandaigua reserves the right to make changes to the Employee Handbook relating to all other employees not covered by this agreement.

All provisions set forth in the Town of Canandaigua Code of Ethics, as amended from time to time, shall govern all employees of the Town of Canandaigua.

### SECTION 1 - UNIT

This Agreement shall apply to all full-time and regular part time Motor Equipment Operators, Working Supervisors, Heavy Equipment Mechanic, Motor Equipment Operator IV's, Water Maintenance Assistants and Laborer's employed in the Town Highway, Water and Recycling Departments working at least fifteen (15) hours per week, ("Employee"). Temporary and seasonal employees working for a given period; Winter, Spring, Summer, Fall are excluded. The term "employee" shall mean members of the bargaining unit 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 and regular part time hourly Employees in the unit defined in section 1 in all matters pertaining to salaries, benefits, and other terms and conditions of employment.

### 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, race, color,

creed, national origin and/or handicap.

#### **SECTION 4 - NO STRIKE**

The Association, and the Employees in the Association, represent and re-affirm that neither has the right to strike and agree that neither will engage in a strike, nor cause, instigate, encourage or condone a strike.

#### **SECTION 5 - DUES DEDUCTION**

- A. The Employer, upon presentation of appropriate authorizations executed by Employee's covered by this bargaining agreement, will deduct membership dues from the pay of bargaining unit Employees, and distribute same to a trustee or agency designated by the Association.
- B. The Association agrees to indemnify and hold the Employer harmless from all matters of claims, demands, suits, actions, or other forms of liability which may arise against the Employer on the account of the deduction of Union dues hereunder and the paying over of the same to the Association, trustee or agency designated by the Association.

#### **SECTION 6 - DISCIPLINE AND DISCHARGE PROCEDURES**

The Town agrees that, in disciplining any employee covered by this agreement, it shall follow the provisions of Section 75, 76, and 77 of the New York State Civil Service Law. In addition, in any case where the Town seeks to terminate the employment of an employee covered by this agreement, that employee may, in lieu of a Section 75 Hearing, elect to have the matter submitted directly to binding arbitration as set forth in Step 3 of the grievance procedure and the appointed arbitrator shall determine whether or not just cause for the termination existed and the appropriate remedy.

#### **SECTION 6.1 - GRIEVANCE PROCEDURE**

The Association shall represent any Employee, or group of Employees, as described in section 1, on disputes and grievances as defined in this Agreement in accordance with the procedures established by this Agreement.

A Grievance shall be defined as an alleged violation, misrepresentation, or inequitable application of the terms of this Agreement.

For purposes only of the Grievance Procedure below, workdays include Mondays through Fridays, and exclude holidays, except that workdays for Employees at the

Transfer Station shall also include Saturdays and Sundays. Time limits set forth in this Section are of the essence.

The Grievance Procedure is defined as follows:

**Step 1:**

- A. An employee who claims to have a Grievance shall present his grievance in writing to the Department Head, on an approved grievance form, in writing, within ten (10) working days after the occurrence.
- B. Within five (5) working days the Department head shall discuss the grievance with the Employee and the grievance committee of the Association and shall make such investigation, as he/she deems appropriate.
- C. Within ten (10) working days after presentation of the grievance, the Department Head shall make his decision and communicate the same in writing to the Employee and the Association.

**Step 2:**

- A. If the employee or Association presenting a grievance is not satisfied by the decision of the Department head, the employee may, within five (5) working days after the Department Head's decision, request a review and determination of his grievance by the Town Manager or his/her designee. 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 Town Manager, or his/her designee, shall meet with the Association, or its designated grievance committee, within five (5) working days after receiving said written notification. The Town Manager or the Association may request the presence of the employee's immediate supervisor and such other personnel as deemed appropriate at the meeting.
- C. Within ten (10) working days after the close of said meeting, the Town Manager, or his designee, shall notify, in writing, the employee and the Association of his decision on said grievance.

**Step 3:**

- A. In the event no agreement is reached at step 2, the Association, upon written notice to the Town, may appeal the Grievance to arbitration within twenty (20) working days after receipt of the Step 2 answer. The parties shall then endeavor to agree upon an 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 from New York State Public Employee Relations Board a panel of seven (7) names of suggested arbitrators. Any fees required by PERB shall be shared equally between the parties.

- C. The parties shall then select the impartial arbitrator from such list by each party alternatively removing one name from the list until but one name remains.
- D. The impartial arbitrator shall be bound by the terms of this Agreement.
- 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 parties.
- F. The impartial arbitrator shall submit his decision within sixty (60) days after the hearing, unless time is extended by agreement by both parties.

#### **SECTION 7 - TOWN AFFAIRS**

The provisions of the Agreement shall not be construed to restrain or limit the Employer in any way other than the express provisions of this Agreement, and all of the authority, rights, and responsibilities possessed by the Employer are hereby reserved and retained, including but not limited to the right to determine the mission, purposes, objectives, and policies of the Employer; to determine the methods, means, and number of personnel required for the conduct of Employer operations and functions; the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized unless modified by the provisions of this Agreement or applicable law.

## SECTION 8 - WAGES

### A. Job Classification and wage rates:

The job classifications and wage rates assigned to each classification are attached hereto as Appendix A, B, C and D. The placement of an employee within the rate structure assigned to each job classification shall be determined by the Town upon hiring as detailed in section 8, C.

### B. Wage Increases:

Effective January 1<sup>st</sup> of each of the years covered by this agreement, employees will have their wages increased as detailed Appendix A, B, C, and D based on job title and years of service as detailed in section 8, C. Wage rates are set one time annually during the Town Board's organizational meeting each January. Employees wage rates will be set based on the number of years of service to the Employer in the position that they are currently holding, and must have achieved the next full year of service prior to January 1<sup>st</sup>.

### C. All employees with three or more years of service to the Employer will receive the full wage rate detailed in Appendix A and B for the respective year. Employees with two or fewer years of service will be paid as follows:

- At least two years, but less than three years of service will receive 95% of the published wage rate in Appendix A, B, C, and D.
- At least one year, but less than two years of service will receive 90% of the published wage rate in Appendix A, B, C, and D.
- New employees and those employees with less than one year of service will receive 85% of the published wage rate in Appendix A, B, C, and D.
- The Town Board of the Town of Canandaigua reserves the right to define pay rates for new employees governed by this agreement, based on experience or prior service, provided the rate is not more than the full wage rate detailed in Appendix A, B, C, D, and E.

## SECTION 9 - HOURS OF WORK - OVERTIME

### Section 9.1 - Work Schedules

- A. For all full-time Employees, the normal work week shall be ten (10 ) hours per day, four days a week, Monday through Friday, as assigned by the Highway and Water Superintendent. The work week shall be forty (40) hours per week.
- B. For the full-time employee designated to the Transfer Station, the normal work week shall be six (6) hours on Sunday, fourteen (14) hours on Wednesday, ten (10) hours on Thursdays, and ten (10) hours on Saturday. The work week shall be forty (40) hours per week.
- C. Alternative work schedules maybe implemented by agreement between the Town and

the Association.

During the term of the alternative work schedule above all references and/or computations in the Agreement based upon a Ten-hour work day shall be deemed to be or based upon a ten-hour work day and all references to a work week or week shall be deemed to be or based upon a four-day work week.

- D. All employees are required to use their designated key fob to clock in and out on the time clocks to show the daily hours worked.
- E. an employee shall be paid for the number of hours regularly scheduled as it applies to the payment of sick, vacation, bereavement, etc. taken in such week.
- F. For the purpose of administering this Agreement, a day's pay shall be paid at the number of hours scheduled for that Employee for that day.

### Section 9.2 - Overtime

- A. Except as hereinafter provided, all overtime more than the base work week will be paid at time and a half on the base hourly rate. The base workweek shall be deemed to be forty (40) hours. All hours worked or not shall be included in the base week. Jury duty leave, military leave, voting, excused absences relating to covid, and leave for cancer screening, and blood donations, will not be included as time worked for the purpose of computing overtime.

### Section 9.3 - Call In Pay

- A. In the event an employee is called in to work prior to the employee's regular starting time, or after the employee's regular quitting time and the employee has left the work-site, he or she shall be considered called in.
- B. A minimum of two (2) hours shall be paid for "call ins".
- C. All "call-ins," (except holiday call-ins), shall be paid for at the rate of time and one-half. Holiday "call-ins" for the purpose of this section are defined as the actual Holiday (not observed days) associated with the designated Holidays per section 10. Observed day "call-ins" shall be paid at time and a half. Holiday "call ins" shall be paid for at two times the basic rate of pay. The Employer specifically reserves the right to "call-in" Employees where it is deemed necessary to provide essential services to the public.

## SECTION 10 - HOLIDAYS

All members of the Association shall be entitled to the following holidays:



New Year's Day  
Columbus Day\*  
Thanksgiving Day  
Independence Day  
Day after Thanksgiving

Labor Day  
Memorial Day  
  
Christmas Day

\* Union traded the designed holidays of Martin Luther King Jr. Day, President's Day, Juneteenth, and Veteran's Day for four increased floating holidays.

- A. Floating Holidays- in addition to the above designated holidays, a full time employee will be credited with ( 8) floating holidays equivalent to 80 hours of pay each January 1<sup>st</sup>. An employee must receive prior approval from the employee's Department Head to take a floating holiday. Floating holidays must be used in no less than 1 hour increments. Any floating holiday not used as of December 31<sup>st</sup> cannot be carried over into the next year and will be cancelled. An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused floating holidays.
- B. New Hires, floating holidays will be credited to newly hired full time employees based upon date of hire as follows.
- Hired during 1<sup>st</sup> calendar quarter: 6 floating holidays
  - Hired during 2<sup>nd</sup> calendar quarter: 4 floating holidays
  - Hired during 3<sup>rd</sup> calendar quarter: 2 floating holidays
  - Hired during 4<sup>th</sup> calendar quarter: 0 floating holidays
- 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 where it is deemed necessary to provide essential services to the public.
- F. Holiday pay eligibility- an employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the

employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee uses a vacation day or floating holiday.

**SECTION 11 - VACATION**

A. A full-time employee will earn paid vacation leave in accordance with the following vacation schedule. An employee may take vacation leave only after it has been credited. The employee will be credited on the first day of January of each year for the leave earned in the previous year.

After completion of	Vacation Leave
1 year	80 hours
2 years	80 hours
3 years	88 hours
4 years	96 hours
5 years	104 hours
6 years	112 hours
7 years	120 hours
8 years	128 hours
9 years	136 hours
10 years	144 hours
11 years	152 hours
12 years	160 hours

B. Part-Time Employees, excluding seasonal employees, with a regular work schedule of twenty (20) or more hours per week shall receive one week of paid vacation leave annually after completion of one year of service. The one-week granted shall be equal to the number of hours the employee is regularly scheduled to work, and will be credited on the employee's anniversary date of hire. Such employee may take the vacation in a one (1) week block. Vacation leave may not be carried over from year to year.

C. Vacations will be based on current rate of weekly pay at the time the vacation is taken.

D. An employee must receive prior approval, on no less than 48 hours' notice, from the employee's Department Head to take vacation leave. Vacation credits may not be used in increments of less than four (4) hours.

E. Accumulation (carry over) - An employee may carry over a maximum 80 hours of vacation credits from one calendar year to the next, which must be used before the first day of April following the year in which they were credited. Any carry over vacation leave credits unused as of April 1<sup>st</sup>, will expire.

- F. Employees may cash out up to 80 hours of vacation payable in the first pay period in December. The employee must submit the request by November 15<sup>th</sup> on the proper form.
- G. New Employees - All new employees , who have completed at least 90 days of service will receive a onetime credit of 20 hours of vacation time. The following January 1<sup>st</sup> the new employee will receive 40 hours of vacation time if they have not yet completed a full year of service. The subsequent January 1<sup>st</sup> will follow schedule as defined in Section 11 A.
- H. An employee who becomes hospitalized while on vacation leave may charge such time in a hospital as authorized sick leave, up to a maximum of three days, provided proper documentation is submitted to and authorized by the Department Head.
- I. An employee who resigns, retires, is laid off, provides adequate notice of no less than two (2) weeks, or is dismissed, will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay.
- J. Holidays during scheduled vacation- In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay at the employee's normal rate of pay.

## **SECTION 12 - 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 Human Resources. 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 13 - HEALTH AND DISABILITY BENEFITS**

### **Section 13.1 Health Insurance:**

#### **A. Health Plans provided:**

All full-time employees as of date of hire are eligible by application to become subscribers to the Town's health insurance program, which include the following programs offered by Excellus. If the following plans are substantially changed or are no longer offered through Excellus, the Town will offer substantially equivalent or better options.

- Gold 18 (hybrid plan)
- Silver 2 HDHP

- Bronze 4 HDHP

**B. Employee Contributions:**

Employees shall contribute no less than 10% towards the monthly premium of the Silver 2 HDHP, or no less than 5% towards the monthly premium of the Bronze 4 HDHP. Employees will be responsible for 10% of any annual increase above the premiums applicable from the prior year.

Town of Canandaigua will offer the Gold 18 plan to all eligible employees but will contribute the same amount as is contributed to the Silver 2 plan. The remainder of the premium will be the responsibility of the employee.

**C. Health Savings or HRA Account:**

The Town will make the following or not less than contributions semi-annually at a rate of 50% on January 1<sup>st</sup> and 50% on July 1<sup>st</sup> to the employee's HSA.

The Town will make the following contributions to the employees HSA or HRA

Tier	Gold 18	Silver 2	Bronze 4
Single	\$1,100.00	\$1,500.00	\$2,500.00
All other	\$2,200.00	\$3,000.00	\$5,000.00

**D. Medical Insurance Buyout:**

Employees may choose to forgo coverage under a Town-sponsored health insurance program in exchange for a cash buy out in lieu of receiving medical insurance benefits (Dental insurance shall not be included). Employees covered by the Town health insurance through a spouse (active or retired) are not eligible for this payment. This buy out provision is subject to the following conditions:

- The employee must provide documentation of comparable medical insurance in a manner and form to be determined by the Town and sign an appropriate waiver of health insurance coverage and waiver of liability to the Town.
- The Annual buy out amount shall be Two thousand dollars (\$2,000.00).
- Partial payment of the buyout will be made in the employee's regular biweekly paycheck for each pay period the employee is eligible for the buyout. This payment is in addition to the compensation to which the employee is otherwise entitled, and will be treated as part of gross income and subject to payroll taxes.
- In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under a medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the request for reinstatement, provided such request is made at least



Head, an employee may use vacation leave credits and/or personal leave credits to extend bereavement leave. The Department head will have discretion to extend the leave or not, based on the needs of the Department.

### SECTION 15 - SICK LEAVE

- A. All full-time employees shall be entitled to accumulate eight hours of sick leave per month to a maximum of 1,500 hours. An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.
- B. Each employee must notify his/her direct supervisor within an hour of 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).
- C. Any employee who is absent due to personal illness may be required to furnish a physician's certificate to justify his absence.
- D. For an absence of three or more consecutive days, employees will be required to furnish a physician's certificate stating the nature of the illness.
- E. In case of prolonged illness during which the employee, through accumulated sick leave, continues to receive wages, a certificate from the attending physician must be filed with the Department Head every 30 days.
- F. 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 granted extended paid sick leave of up to thirty days, upon recommendation of the Department Head and the approval of the Town Board.
- G. A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a full-time employee will be credited with forty-eight (48) hours of paid sick leave.
- H. A full time employee who was hired prior to September 22, 2014 and who has one thousand five hundred hours of sick leave credits will be credited with eight hours of paid vacation leave each month in lieu of paid sick leave. This provision of vacation leave in lieu of sick leave does not apply to any employee hired after September 22, 2014.
- I. The Town will administer a New York State Disability Insurance program for the employees, with the employees responsible for paying the premium.
- J. An employee may use five (5) days sick leave with pay per year for family medical

issues. The Town may request documentation, but nurse's note will be acceptable to verify the medical illness.

- K. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non- work hours. Sick leave credits may not be used in increments of less than one hour.
- L. All employees will be provided with foul weather gear. Damaged foul weather gear shall be provided to the department head for replacement as soon as possible.
- M. For an employee injured on the job and entitled to Workers' Compensation ("C" benefits, the Town 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 the Town will pay to the employee his full regular base pay for the first 7 days that the employees is absent from work under a valid WC claim. If the employee is absent from work after the first 7 days then the Town, 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 Town 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 the date of injury, the Town will only pay to the employee the difference between the employee's regular wages and the Workers' Compensation amounts for up to three year(s). At this time the employee will receive the WC benefits directly from the insurance carrier. The Town must be provided proof of actual WC benefits received or denied and the Town shall adjust payroll accordingly.

#### **SECTION 16 - JURY DUTY**

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. Upon approval of the Department Head, employees requesting jury duty leave shall submit to the Clerk/Treasurer a copy of the Court Order or Subpoena along with any juror or witness fees or compensation. 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).

#### **SECTION 17 - PROMOTIONS AND TRANSFERS**

- A. Whenever an opportunity for promotion occurs, or a job opening occurs in other than a temporary situation in any job classification, or job opening occurs as the result of the development or establishment of a new job classification, a notice of the opening shall be posted per the Employer's posting procedures.

- B. During this period employees who wish to apply for the open position including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Superintendent of Highways or his or her designee as indicated on the notice.

### SECTION 18 - LAYOFFS

The Employer, in its discretion, shall determine if lay-offs are necessary. If the Employer determines that lay-offs are necessary, lay-off and recall of competitive class employees shall be governed by the New York State Civil Service Law and the Ontario County Civil Service Rules.

Lay-offs in the non-competitive class or labor class shall take place in accordance with the below:

- A. Employees will be laid off first based on seniority regardless of classification with the Employee with least seniority being laid off first. Seniority will be based on full time employment.
- B. In the event two (2) or more Employees have the same seniority date, the Employee holding the highest rated position for the longest period shall have first seniority rights.
- C. In the event of a layoff two weeks notice will be given to the Employee.
- D. 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 Department of Human Resources for a one (1) year period from the date of lay-off. The employees must notify the Town of their intent to accept or reject the recall offer within five (5) business days of receiving the notification from the Town by certified mail.

### SECTION 19 - ORGANIZATION AFFAIRS

- A. The Employer shall afford officers up to 52 hours per year, with the Association paying the Employer for any additional hours used, except in the case of hearings, of on-duty status to process grievances and to consult with appropriate management officials, if the officers shall first request this of his supervisor and arrange to take the necessary time without material interference with his assigned duties. The provisions of this section shall apply to all aggrieved employees.
- B. Officers of the Association shall be allowed up to a total of 10 days per year, without pay, to attend Union conferences, conventions, or meetings, provided the department head approves such time off.



- C. **Bulletin Boards:** Bulletin boards shall be furnished, installed and maintained by the Town in locations on Town premises approved by the Town and accessible to employees in the bargaining unit for posting of notices relating to Union affairs.
- D. **New Employee Orientation:** The Association may arrange with the supervisor to meet with newly -hired employees as part of the overall orientation process for furnishing them with information about the Association. The meeting will be limited to a maximum of thirty (30) minutes and may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.

### **SECTION 20 - LABOR/MANAGEMENT COMMITTEE**

A joint labor/management committee will be formed consisting of two (2) representatives of the Employer and two (2) officers of the Association. The committee will meet periodically at a mutually agreed time and place, or meetings may be called by either party upon reasonable notice. The purpose of the committee shall be to foster good labor relations; both the Employer and Association agree to act in a reasonable manner in all matters between the Town and the employees.

### **SECTION 21 - MILITARY LEAVE AND MILITARY LEAVE OF ABSENCE**

- A. **Military leave (New York State Law)** - This section refers only to a paid leave for military service under New York State Law and does not effect an employee's entitlement to leave needed for military service under federal statute. The Town of Canandaigua recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two work days or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State Law, the employee may keep all pay received for military service.
- B. **Military Leave of Absence (Federal Law)**- An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The Employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.
- C. **Leaves for Military Spouses (New York State Law)**- In accordance with NYS Labor Law 202-I, the Town will grant an unpaid leave of absence of up to ten days to an employee (who works an average of twenty hours per week) whose spouse is a member of the armed forces of the United States, National Guard, or reserves who has

been deployed during a period of military conflict, to a combat theater or combat zone of operations. This leave shall only be used when the employee's spouse is on leave from such deployment. This does not preclude the employee's option to use available paid leave upon approval of the employee's Department Head.

### **SECTION 22 - VOLUNTEER FIREFIGHTERS**

At the discretion of the Department head, volunteer firefighters who are active members of organizations serving the Canandaigua Fire Protection District will be allowed to report to a fire during work hours without having to take the time unpaid or having to utilize their paid time off. The Town will compensate the employee for the hours spent responding to an emergency during their normal work schedule.

The Department Head shall enjoy the discretion, up to a maximum of two (2) times per year, to permit an Employee to report for a half day (utilizing either paid time off, or taking the time unpaid) following a fire or emergency call received after 12:01 a.m.

### **SECTION 23 - DEFERRED COMPENSATION PLAN**

The Town agrees to continue to facilitate the availability of any deferred compensation plan to Employees and shall allow Employees covered by this Agreement to participate in this plan.

### **SECTION 24 - EMPLOYEE RECOGNITION PROGRAM**

The Town agrees that Employees will be recognized in the same manner and provided the same awards as other Town employees.

### **SECTION 25 - UNIFORMS AND WORK BOOTS AND TOOLS**

Employees are required to wear their provided uniforms at all times while on duty. Employees will be responsible to pay for uniforms that are lost or not returned to the Town.

The Town will provide an allowance up to \$200.00 per pair towards the purchase of work boots. The Town will give this allowance to employees when the need for new work boots is determined by the Safety Officer but not to exceed one pair in a twelve month period. Employees are required to wear work boots at all times while on duty. The Town will determine the company that provides the work boots in order to set up proper payment. The Town will make available to the employee holding the position Heavy Equipment Mechanic an annual tool allowance of up to \$500.00 per fiscal year to reimburse the employee for loss or damage to his/her personal tools used while working for the Town of Canandaigua. Proof of purchase receipts need to be submitted to the Finance Clerk for reimbursement.

**SECTION 26 - MAINTENANCE OF BENEFITS**

All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this agreement shall remain in effect to the duration of this Agreement, unless mutually agreed otherwise between the Town and the Union.

**SECTION 27 - SCOPE OF AGREEMENT**

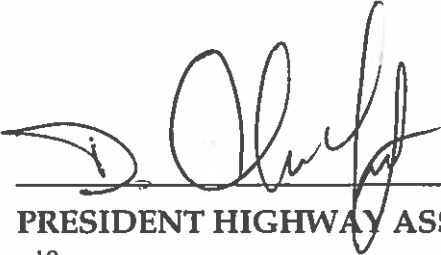
- A. This Agreement shall not be modified or amended unless in writing signed by both parties.
- B. If any section, subsection, sentence, clause, phrase or portion of the Agreement is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a 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.
- C. The parties intend that negotiations for a subsequent Agreement may commence by September 1, 2027. In the event the parties do not reach agreement for a new Agreement by December 31, 2027, the terms of this Agreement shall remain in force in accordance with applicable state law.
- D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIREING 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.**

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

TOWN OF CANANDAIGUA:

TOWN OF CANANDAIGUA HIGHWAY  
EMPLOYEE'S ASSOCIATION:

  
\_\_\_\_\_  
TOWN MANAGER  
*Resolution # 2022-127  
4/26/2022*

  
\_\_\_\_\_  
PRESIDENT HIGHWAY ASSOCIATION

5/25/72  
DATE

John Dusloskie  
PRESIDENT LOCAL 1170 C.W.A

<b>Appendix A</b>	<b>2023 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	<b>\$ 28.90</b>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	<b>\$ 29.96</b>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	<b>\$ 31.45</b>
<b>Appendix B</b>	<b>2024 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	<b>\$ 29.77</b>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	<b>\$ 30.86</b>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	<b>\$ 32.39</b>
	<b>2025 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	<b>\$ 30.66</b>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	<b>\$ 31.79</b>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	<b>\$ 33.36</b>

	<b>2026 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	<b>\$ 31.58</b>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	<b>\$ 32.74</b>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	<b>\$ 34.36</b>
	<b>2027 Wage Rate(s)</b>
<b>Group 1 - Motor Equipment Operators</b>	<b>\$ 32.53</b>
<b>Group 2 - Motor Equipment Operators IV Water Maintenance Assistants</b>	<b>\$ 33.72</b>
<b>Group 3 - Heavy Equipment Mechanic Working Supervisors</b>	<b>\$ 35.39</b>

# Town of Canandaigua

5440 Routes 5 & 20 West  
Canandaigua, NY 14424  
(585) 394-1120  
Fax: (585) 394-9476

*Established 1791*

The following resolution was acted upon by the Canandaigua Town Board on April 18, 2022:

**RESOLUTION NO. 2022 – 127: RATIFICATION OF EMPLOYEE AGREEMENT BETWEEN THE TOWN OF CANANDAIGUA AND THE TOWN OF CANANDAIGUA HIGHWAY EMPLOYEES' ASSOCIATION FOR 2023-2027 AND AUTHORIZATION FOR TOWN MANAGER TO EXECUTE AGREEMENT**

**WHEREAS**, the Town Board of the Town of Canandaigua (herein after referred to as "Town Board") is considering the ratification of an Employee Agreement by and between the Town of Canandaigua and the Town of Canandaigua Highway Employees' Association for the calendar year 2023 through the calendar year 2027 (herein after referred to as the "agreement"); and

**WHEREAS**, the Town Manager, Human Resources and Payroll Coordinator and representatives of the Town of Canandaigua Highway Employees' Association held meeting(s) regarding the items for the proposed agreement on February 8, March 8, and March 28, 2022; and

**WHEREAS**, it is the recommendation of Town Manager to execute the proposed agreement for the calendar year 2023 through the calendar year 2027; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Canandaigua hereby ratifies this agreement and directs the Town Manager to sign any and all documents related to the execution of this agreement.

Motion made by Councilwoman DeMay, seconded by Councilwoman Rudolph

5 Ayes: Davis, DeMay, Fennelly, Rudolph, Simpson

STATE OF NEW YORK)  
County of Ontario)  
Town of Canandaigua)

*I DO HEREBY CERTIFY that I have compared the preceding with the original thereof, on file and on record in the Town Clerk's office, and that the same is a correct copy and transcript therefrom and of the whole of said original, and that said original was duly adopted at a meeting of the Town Board held at Canandaigua, New York, on April 18, 2022.*

SEAL

*Given under my hand and the official seal of said Town, at Canandaigua NY, in said county, on the April 19, 2022.*

  
Jean Chrisman, Town Clerk

