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#### **Contract Database Metadata Elements**

Title: **City of Canandaigua and Canandaigua Fire Fighters Association, International Association of Fire Fighters (IAFF), Local 2098 (2002)**

Employer Name: **City of Canandaigua**

Union: **Canandaigua Fire Fighters Association, International Association of Fire Fighters (IAFF)**

Local: **2098**

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

PERB ID Number: **6761**

Unit Size: **15**

Number of Pages: **18**

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AGREEMENT BY AND BETWEEN

**CITY OF CANANDAIGUA, NEW YORK**

AND

**CANANDAIGUA FIRE FIGHTERS ASSOCIATION  
LOCAL 2098, I.A.F.F.**

1/1      12/31  
**2002-2004**

**RECEIVED**

JUL 17 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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# CONTRACT

This Agreement, entered into this 7 day of May, 2002, by and between the CITY OF CANANDAIGUA, NEW YORK (hereinafter referred to as the CITY) and the CANANDAIGUA FIRE FIGHTERS ASSOCIATION, LOCAL 2098, I. A. F. F., Canandaigua, New York (hereinafter referred to as the ASSOCIATION) shall cover the period January 1, 2002 through December 31, 2004.

## ARTICLE 1 ASSOCIATION RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, hours and other conditions of employment for all full-time Firefighters and Captains except the Fire Chief.

Section 2. The City recognizes the obligation of those employees who are or who may become members of the Association to pay their Association dues, and the City agrees to deduct such dues from the wages of individual Association members if authorized by the individual Association member, and forward such dues, together with a list of employees for whom dues deductions are made, to the designated financial officer of the Association. Dues deductions are to be made weekly.

Section 3. The City will deduct dues from the wages of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association upon its members, and forward such dues to the designated financial officer of the Association. The Association affirms that it has adopted such procedures for the refund to any employee demanding the return of any part of the agency shop fee deduction which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York. The Association shall file its refund procedure with the City by March 17, 1988.

Section 4. The Association agrees to hold the City harmless and to defend the City against any and all claims, suits, orders or judgments brought or issued against the City as a result of any such action taken or not taken by the City under the provisions of this Article.

Section 5. The Association affirms that it does not assert the right to strike against the City or to assist or participate in any strike.

ARTICLE 2  
MANAGEMENT RIGHTS

The City retains the sole right to manage the Fire Department and to direct the working force, including the methods to be used in training, fire prevention, fire fighting, and the operation and maintenance of equipment and to maintain order and efficiency in the Fire Department including the right to evaluate and discipline employees subject only to such regulations or procedures as may be provided in this Agreement. Any and all rights, powers and authority the City had prior to entering into this Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 3  
SALARIES

Section 1. The City agrees, effective January 1, 2002, to pay all members of the Association an annual rate of compensation which shall be determined and set forth in the "Salary Schedule," Article 21 in this Agreement.

Section 2. Effective December 31, 2001, there shall be a starting salary and three steps with a maximum salary attained in four (4) years based on employee's anniversary date of service.

Section 3. There shall be a work schedule averaging 40 hours per week consisting of 24 hour shifts. Shifts begin at 7:00 AM.

Section 4. In addition to the normal compensation provided in Article 21, eligible employees with the required years of service shall be paid the following annually for longevity in the first pay period in December. Longevity will be prorated based on the employee's anniversary date when the employee retires.

At least 5 years continuous service	\$550
10 years or more continuous service	\$650
15 years or more continuous service	\$850
20 years or more continuous service	\$1,050

Section 5. The City shall offer a flexible spending account program.

ARTICLE 4  
HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Columbus Day	

Section 2. Employees scheduled to work on a holiday may not be absent, except for illness or scheduled vacation, without approval of the Fire Chief or Public Safety Director.

Section 3. A holiday occurring during a period of vacation or authorized leave time, other than a leave of absence, shall not be included in computing such vacation time or authorized leave. An employee shall not be paid for both the holiday and vacation day, but may take the vacation at another time.

Section 4. Firefighters working a holiday will be paid 24 hours regular pay and 24 hours overtime pay at time and one-half. Holidays shall be assigned to regular shifts with the balance distributed equally by seniority according to the established rotating schedule.

Section 5. Firefighters who do not work a holiday will receive ten (10) hours pay for that holiday, payable the first pay period in December in that year.

ARTICLE 5  
SICK LEAVE

Section 1. Each Firefighter shall accumulate one twenty-four (24) hour work day per month. Effective January 1, 1997, the maximum accumulation of sick leave shall be increased from 78 to 80 twenty-four hour work days. Such sick leave shall not include job incurred illness or injury.

Section 2. No sick leave shall be granted to permanent full-time Firefighters until their probationary period has been completed and appointment has been made, then sick leave shall be accumulated as of the original date of employment.

Section 3. Full-time temporary employees shall be granted the same sick leave benefits as permanent Firefighters only after serving six months of continuous employment with the Fire Department on a full 40 hour work schedule.

Section 4. All accumulated sick leave as of the effective date of this Agreement shall be considered earned and accumulated.

Section 5. Each Firefighter must notify the Fire Chief or Public Safety Director or their designee that he/she is unable to work due to sickness or injury at least two hours prior to his tour of duty, except in extreme emergencies. Failure to give proper notification (in other than extreme emergencies) shall be sufficient grounds for not paying sick leave time.

Section 6. Any Firefighter who is absent due to personal illness may be required to furnish a physician's certificate to justify his absence if it is deemed necessary by the City. For an absence of five or more days, an employee must furnish a physician's certificate stating the nature of his illness and when he/she will be able to return to work. In case of prolonged illness during which the employee continues to receive his salary, a certificate from the attending physician must be filed with the Fire Chief each 30 days.

Section 7. After all accumulated sick leave plus any accrued vacation has been used, an employee with a minimum of five years of continuous service may be given additional sick leave at one-half pay, upon the recommendation of the Fire Chief and City Manager and subject to approval of the City Council.

Section 8. Employees are eligible for up to twelve (12) weeks of unpaid leave to care for a seriously ill child, parent, or spouse. The conditions for approval of this leave will be consistent with the provisions of the federal Family and Medical Leave Act.

Section 9. An employee shall not abuse or misuse sick leave benefits. If it is deemed necessary by the City, a Firefighter claiming to be sick may be required to be examined by physicians appointed by the City. The costs of said examinations shall be paid by the City.

Section 10. Upon retirement, employees shall receive a lump sum payment of \$2.50 per hour for unused sick leave time up to a maximum of 1920 hours.

Section 11. After December 1st of each year an employee may trade any accrued sick leave days from the previous twelve months back to the City for a cash payment equal to 1/4th (one-fourth) of their current daily rate. At the employee's discretion, payment for this accrued sick leave may either be in cash or placed directly into the employee's deferred compensation plan (Section 457) account. An employee must have at least 48 days accumulation of sick leave days to be able to trade-in these days.

Section 12. Each year, an employee may utilize three sick leave days for bereavement purposes for each death in the employee's immediate family. Immediate family shall include the employee's mother, father, spouse, brother, sister, child (including step-child or legally adopted child), grandchild, mother-in-law or father-in-law.

ARTICLE 5A  
LIGHT DUTY

Section 1. Where the New York State Workers' Compensation Board has ruled than an employee can return to restricted duty temporarily and, as a result, has reduced the Workers' Compensation amount that the employee is entitled to and, where the City can accommodate that restricted duty employment, should the employee refuse that restricted duty assignment, the employee will only be eligible for the actual Worker's Compensation amount of payment, not the employee's full pay, effective the date of the New York State Workers' Compensation Board ruling.

Section 2. Light duty is also known as restricted duty. The employee's doctor sets limits to what the employee can do. If the City Fire Department can offer work with the doctor's restrictions being met, the employee comes back to work in a light duty or restricted duty capacity.

ARTICLE 6  
VACATION

Section 1. Members of the Association shall receive the following vacation:

- |         |      |   |          |
|---------|------|---|----------|
| 40 hrs  | = A. | One week after <u>six months</u> of continuous full-time employment with the City.      | = 2 days |
| 80 hrs  | = B. | Two weeks after <u>one year</u> of continuous full-time employment with the City.       | = 4 days |
| 120 hrs | = C. | Three weeks after <u>five years</u> of continuous full-time employment with the City.   | = 6 days |
| 160 hrs | = D. | Four weeks after <u>ten years</u> of continuous full-time employment with the City.     | = 8 day  |
| 200 hrs | = E. | Five weeks after <u>sixteen years</u> of continuous full-time employment with the City. | = 10 day |

(To accrue on hrs) 1 day = 8 hrs so 10 days = 80 hrs

Section 2. Members shall not be granted vacation until they have satisfactorily completed their probationary period (first six months of employment) and received permanent appointment. Temporary employees who have worked on a full-time basis, that is a forty (40) hour work schedule, for a continuous period of six months, will be granted the same vacation privileges as permanent Firefighters. Upon completion of the probationary period, the original date of appointment as a permanent Firefighter shall be used in establishing vacation time.

Section 3. Vacation will be used on the current rate of weekly pay at the time vacation is taken.

Section 4. Vacations will be earned on the basis of regularly scheduled work weeks.

Section 5. Seniority shall be used in giving preference to vacations. Seniority shall be based on the number of years of continuous service as a full-time Firefighter in the Fire Department. The anniversary date of the employee with the Fire Department shall be the final determinant of seniority. If employees are appointed on the same day, then they shall alternate seniority from one year to another.



Section 6. The Fire Chief or Public Safety Director shall determine how many Firefighters may be off at any one time and when to schedule vacation time. Vacations shall be scheduled in a manner that will not affect the operating efficiency of the Fire Department.

Section 7. Vacations may not be accumulated from year to year except under unusual conditions and only with the approval of the City Manager. However, an employee who is hired between January 1<sup>st</sup> and June 30<sup>th</sup>, may carry his vacation over to the next year for his first year of employment with the approval of the Fire Chief and the City Manager.

Section 8. All firefighters will be solicited for vacation by October 15<sup>th</sup> for the following year. The annual shift assignments shall be posted no later than December 15<sup>th</sup> and shall project through to the first week of the following year. In all other situations, at least two weeks notice must be given to the Fire Chief before vacation will be granted.

## ARTICLE 7 PERSONAL LEAVE TIME

Section 1. All employees covered by this agreement shall receive 72 hours of personal leave per year. The Fire Chief shall be notified 24 hours in advance except in extreme emergencies where the 24 hours notice shall be waived. Four hours shall be the minimum that an employee may take at any given instance. In the event that all personal leave has been used and more personal leave is needed, the employee may borrow personal leave or vacation time from the following year.

Section 2. In cases of serious illness or injury, the Fire Chief or Public Safety Director reserves the right to request a doctor's certificate as to nature of illness. Anyone who claims illness or injury to the immediate family while on vacation will automatically be requested to present a doctor's certificate to the Fire Chief or Public Safety Director upon return to duty.

Section 3. If a work shift will be seriously undermanned due to one or more requests for personal leave on the same day, the Fire Chief or Public Safety Director may reject or cancel all personal leave requests.

Section 4. In any fire or emergency, the Fire Chief or Public Safety Director may reject or cancel all personal leave requests.

Section 5. After December 1st of each year an employee may trade up to a ten (10) hours of accrued personal leave from the previous twelve months back to the City for a cash payment equal their current hourly rate. At the employee's discretion, payment for this accrued personal leave may either be in cash or placed directly into the employee's deferred compensation plan (Section 457) account.

Section 6. Unused personal leave time cannot be carried over into the next fiscal year.

Section 7. The Fire Chief or Public Safety Director reserves the right to request additional information concerning the need for personal leave time if it is deemed necessary. In no case will personal leave time reasons be disclosed to other employees or the general public.

ARTICLE 8  
UNION ACTIVITIES ON CITY TIME

Section 1. The City agrees that during normal working hours, providing other arrangements are not possible during non-working hours, whether on or off its premises, accredited Association representatives shall be allowed to:

- A. Investigate and process grievances.
- B. Post Association notices.
- C. Distribute Association literature.
- D. Solicit Association membership during other employee's non-working time.
- E. Attend negotiating meetings.
- F. Transmit communications, authorized by the Association or its officers, to the City or its representatives.
- G. Consult with the City, its representative, Association officers, or other union representatives concerning the enforcement of any provisions of this Agreement.

Section 2. It is agreed that the Association may use City bulletin boards for the purpose of posting Association notices to the Association members provided that such notices shall be clearly identified as Association notices.

ARTICLE 9  
EDUCATION BENEFITS

Section 1. The City agrees to pay for tuition of three credit courses per semester for attending a fire science program at an accredited community or four-year college. The City agrees to pay for all subjects pertaining to fire science, and all subjects required to obtain an Associate Degree in Fire Science. The City agrees to pay for the costs of books, registration, and supplies required by the college to attend said classes. The City may advance funds for books and tuition subject to reimbursement if courses are not satisfactorily completed at the end of each semester, otherwise the costs mentioned above shall be paid in full at the end of each semester and only upon satisfactory completion of the course(s).

Section 2. The City agrees to continue the policy of allowing Association members to trade time between members in order to attend said Fire Science programs, classes and courses as mentioned in Section 1 of this Article.

Section 3. The City will pay the cost of Firefighters attending the State Fire School at

Montour Falls, or other training programs, upon approval of the Fire Chief and City Manager, including tuition, travel, meals and any other necessary expense. The schedule for payment is as follows:

Course registration	\$ current rate
Mileage @ City rate of reimbursement (each round trip)	
Meals/day (if not using academy lodging)	\$ 25.00
Lodging at academy/night (includes meals)	\$ current rate
Hourly pay based on class hours plus 2 hours for each round trip. (This hourly pay is subject to separate approval by the Fire Chief).	

Choice of courses will be by Firefighters attending and will pertain to firefighting, fire leadership, fire prevention, fire investigation, fire training and maintenance on Department-owned equipment.

#### ARTICLE 10 OVERTIME

Section 1. The City agrees to continue to pay overtime whenever Firefighters are called into the station on a time and one-half basis. A minimum of two hours shall be paid when a Firefighter is called in for such overtime work.

Section 2. Effective January 1, 1997, a Firefighter manning the reserve engine during alarms or the telephones on subsequent alarms, shall receive \$20.00 for up to one (1) hour, and shall be paid at his/her overtime rate for any excess time over that one (1) hour. The one (1) hour time period shall revert back to two (2) hours (the time period used in previous contracts) on December 31, 2004. It may be continued upon agreement of the Association and the City.

Section 3. All of the following will be paid at the time and one-half rate: Required alarm work; time required in the capacity of acting Fire Chief, two hour per call minimum; special mandated training programs, e.g. CPR, vehicle extrication, new equipment or apparatus; courses where a special instructor is required or those courses and hours that are mandated by law; quarterly or special meetings and special details (including counseling juveniles) as required by the Fire Chief; all required investigations; all instructor classroom hours and drill hours necessary to meet mandated training; and time spent at working fires as required by the Fire Chief.

#### ARTICLE 11 SETTLEMENT OF DISPUTES

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, or disciplined in any other manner except for just cause. If any employee is disciplined and in the judgment of such employee this action is taken by the City without just cause, or if any employee or group of employees feels aggrieved concerning his wages, hours, or conditions of

employment and all other matters covered by this Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination and any other matter or condition affecting his/her or their health or safety, adjustment shall be sought as follows:

- Step A. The Association shall submit such grievance in writing to the Fire Chief within three (3) days of its occurrence. Within five (5) days after the Fire Chief receives such grievance in writing, he shall arrange to and meet with the official grievance committee of the Association and the aggrieved for the purpose of adjusting or resolving such grievance.
  
- Step B. If such grievance is not resolved to the satisfaction of the Association by the Fire Chief within five (5) days after such meeting, the Association shall present such grievance in writing within five (5) days thereafter to the Public Safety Director. Within ten (10) days after the Public Safety Director receives such grievance, he shall arrange to and meet with the grievance committee of the Association and aggrieved for the purpose of adjusting or resolving such grievance. The decision of the Public Safety Director shall be rendered within fifteen (15) days of said meeting.
  
- Step C. In the event no agreement is reached at Step B, either the Association or the City may, upon written notice to the other, appeal the grievance to arbitration within ten (10) days after receipt of the Step B answer.

The City and the Association shall then request the American Arbitration Association to submit a panel of seven (7) names of suggested arbitrators.

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

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

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 City and the Association.

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

Section 2. The time limits specified in the preceding portion of this Article shall not include

Saturdays, Sundays, or holidays, and such time limits may be waived by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

ARTICLE 12  
FIRE DEPARTMENT RULES

Section 1. All rules and regulations of the Fire Department not covered by this Agreement shall be covered in general and special orders and by the published Fire Department Rules and Regulations book. The Association shall be consulted for suggestions in the event of any revisions of the rules and regulations. Effective January 1, 1995, these Rules and Regulations shall include the annual testing of fire hydrants as a Firefighter work responsibility.

ARTICLE 12A  
PHYSICAL FITNESS PROGRAM

Section 1. Both parties agree that after the signing of this contract they will meet to discuss and work out a physical fitness program for the members of IAFF Local 2098.

ARTICLE 13  
HEALTH INSURANCE

Section 1. The City shall provide each full-time employee hired prior to January 1, 1995 with Blue Cross/Blue Shield Blue Million Preferred Plan in addition to the existing basic coverage. The City shall provide each full-time employee hired after January 1, 1995 with the Finger Lakes Health Plan. As an alternative, these employees may choose to participate in any health maintenance organization or other medical coverage program offered by the City. The City shall pay the monthly health insurance premium cost for these plans as follows:

Employees hired prior to 1/1/93

The City shall pay 100% of the monthly premium cost of the health insurance plan that the employee selects.

Employees hired between 1/1/93 and 12/31/94

The City shall pay 90% of the monthly premium cost of the health insurance plan that the employee selects for the employee's first five years of employment with the employee paying the remaining 10% of the cost. Beginning in the sixth year of the employee's employment, the City shall pay 100% of the monthly premium cost for the plan selected by the employee.

Employees hired after 1/1/95

The City shall pay 90% of the monthly premium cost of the Finger Lakes Health Plan for the employee's first five years of employment with the employee paying the remaining 10% of the cost. Beginning in the sixth year of the employee's employment, the City shall pay 100% of the cost of the Finger Lakes Health Plan. Should an employee select another health

insurance program instead of the Finger Lakes Health Plan, the employee shall be responsible for paying any additional monthly premium cost.

Section 2. The City shall allow retired Firefighters to purchase their own health and dental insurance through the City's plan with the cost of their plan to be paid by the retired Firefighter desiring such a plan.

Section 3. The City shall provide all employees covered by this agreement with the Blue Cross Blue Shield Smile Saver II dental plan. The City shall pay 100% of the monthly premium cost of this plan for employees hired prior to 1/1/93. Any employee hired after 1/1/93 shall pay 10% of the monthly premium cost of this plan for their first five years of employment and the City shall pay the remaining 90% of the cost. Beginning in the sixth year of their employment, the City shall pay 100% of the monthly premium cost for this plan.

Section 4. Upon retirement, if an employee has fifteen (15) years of continuous employment with the City, the City will pay the full cost of said employee's existing health insurance until such time as the employee is eligible for Medicare. In addition, said retirees may receive dental insurance under the City's dental insurance program provided that the retiree pays and continues to pay 50% of the premium cost. The City will pay the remaining 50% of the premium cost. Dental coverage will begin when the retiree begins paying his/her share of the dental insurance premium.

Section 5. Employees and retirees covered under Article 13, Section 4, may choose to forgo coverage under a City-sponsored health insurance program in exchange for a lump-sum payment (Dental insurance shall not be included). This buy-out provision is subject to the following conditions:

- (a) An employee or retiree may opt to take the buy-out on the anniversary date of their current coverage.
- (b) An employee or retiree must file an application with the City Clerk/Treasurer's Office to forgo health care coverage.
- (c) The employee or retiree must remain without coverage for one year to receive the lump-sum payment. This payment will be made on the day after the full-year requirement has been met and will be subject to applicable withholdings.
- (d) The amount of the payment will be equal to 50% of the premium which would have been paid by the City for a standard Blue Choice policy during the prior twelve (12) months. The amount of the payment for employees hired after 1/1/95 shall be equal to 50% of the premium which would have been paid for the Finger Lakes Health Plan policy during the prior twelve (12) months.

- (e) If the employee or retiree, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g. spouse loses job and, consequently, health care coverage), the employee may pick up coverage from a City-sponsored plan subject to limitations imposed by the carrier.
- (f) If the employee or retiree chooses to pick up coverage premature of his/her anniversary date, then: 1.) he/she forfeits the lump sum payment entirely if he/she opted out for six months or less; or 2) he/she receives an amount prorated by month if he/she opted out for more than six (6) months.
- (g) An employee or retiree has the right to renew health care coverage at any anniversary date, even if he/she opted out of coverage for the previous twelve (12) months.

ARTICLE 13A  
EMPLOYEE & FAMILY ASSISTANCE PROGRAM

Section 1. Both parties agree that after the signing of this contract they will meet to discuss and work out an employee and family assistance program.

ARTICLE 14  
QUARTERLY CONFERENCES & SUGGESTION PROGRAM

Section 1. Each quarter during the duration of this Agreement, the Association shall meet for the purpose of discussing personnel practices and where possible resolve the differences regarding such practices. Other pertinent topics concerning the City and/or the Association shall be brought up at this time also for discussion. The Association members present at this meeting shall be any or all the general membership of the Association. The Fire Chief shall be present on behalf of the City.

Section 2. An agenda for these meetings shall be presented to the Fire Chief by the Association not later than 15 days prior to said meetings and up to 2 months earlier on items requiring extensive research.

Section 3. The Association agrees to participate in the *Employee Suggestion Reward Program* approved by City Council on August 15, 1996.

ARTICLE 15  
REGULATIONS

Section 1. The City agrees that Association members shall be permitted to make suggestions regarding departmental regulations. These suggestions shall be submitted in writing to the Fire Chief and a copy transmitted to the Public Safety Director.

ARTICLE 16  
GENERAL MAINTENANCE AND UNIFORMS

Section 1. The City and the Association agree that the on-duty Firefighters shall be responsible for the normal and reasonable fire station cleanliness inside and out, and that normal maintenance of the fire stations, equipment and apparatus shall be included in the duties of the on-duty Firefighters. Normal maintenance shall not include major repairs to buildings, equipment or apparatus.

Section 2. An annual uniform maintenance allowance will be granted to each Firefighter and will be paid by check by February 15th each year. The amount paid for this uniform maintenance allowance shall be \$500. The uniform maintenance allowance shall be used to clean and properly maintain the work uniform and clothing worn while on duty.

ARTICLE 17  
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. The provisions of this Agreement shall be applied equally to all members of the Association without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or for any reason whatsoever. The Association shall share equally with the City the responsibility for applying this provision of this Agreement.

Section 2. The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City and/or City representative against any employee because of Association activities in an official capacity on behalf of the Association, or for any other cause.

ARTICLE 18  
MAINTENANCE OF BENEFITS

Section 1. All conditions or provisions beneficial to the Association members, in effect December 31, 2001, which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the City and the Association. This section includes the four parking spaces as included in previous contracts.

Section 2. This Article does not apply to training, operations, and fire fighting activities of the department.

ARTICLE 19  
EMPLOYEE PROTECTION

Section 1. The City shall provide counsel for the defense of a Firefighter, Municipal



Training Officer, Fire Alarm Superintendent, employees working on the fire alarm system, Fire Inspectors, Fire Investigators, and Captains against whom a civil complaint is filed arising out of an incident in line of duty with the Fire Department, except for acts of willful misconduct, at no cost to the Firefighter.

ARTICLE 20  
PENSION

Section 1. The City shall provide and maintain the following non-contributory retirement plans from the New York State Policemen's and Firemen's Retirement System:

- A. 384d                      20 year retirement at 1/2 pay.
- B. 384fgh                    25 year retirement at 1/2 pay plus 1/60th added for each year worked after 25 years.
- C. 375i                      Career 25 year retirement at 1/2 pay with 1/50th added for each year worked after 25 years.

ARTICLE 21  
SALARY SCHEDULE

	<u>2002</u>	<u>2003</u>	<u>2004</u>
<b>FIREFIGHTERS</b>			
Starting	\$ 31,920	\$ 32,974	\$ 34,095
After 1 year of service	34,023	35,145	36,340
After 2 years of service	36,273	37,470	38,744
After 3 years of service	40,632	41,973	43,400
<b>CAPTAINS</b>	<b>\$ 45,540</b>	<b>\$ 47,043</b>	<b>\$ 48,642</b>

ARTICLE 22  
SPECIAL ASSIGNMENTS AND STIPENDS

Section 1. The Fire Chief may appoint **Fire Inspectors** as provided in the City Code to provide an ongoing Fire Prevention program. For this, each Inspector shall be paid \$800 annually. This compensation shall be in addition to their regular salary rate as provided in "Salary Schedule," Article 21.

Section 2. The Fire Chief may appoint a **Training Officer** as provided by New York State or for any reason. For this, the Training Officer shall be paid \$800 annually. This compensation shall be in addition to his/her regular salary rate as provided in "Salary Schedule," Article 21.

Section 3. After the Fire Alarm Superintendent position has been abolished, the Fire Chief may appoint a **Fire Investigator** to conduct fire and arson investigations. For this, the Fire Investigator shall be paid \$800 annually. This compensation shall be in addition to his/her regular salary rate as provided in "Salary Schedule," Article 21.

Section 4. Firefighters hired before January 1, 1997 are encouraged to participate in the Fire Department's First Responder Program. Upon verification by the Fire Chief that a Firefighter has earned or renewed a **Certified First Responder (CFR)** or **Emergency Medical Technician (EMT)** certification *and* is actively participating in the Program, the employee will receive the following stipend annually:

Certified First Responder:	\$ 800
Emergency Medical Technician:	\$1,100
EMT - Defibrillator	\$1,250

Firefighters cannot receive both stipends (CFR and EMT) at the same time. This compensation shall be in addition to his regular salary rate as provided in "Salary Schedule," Article 21.

Section 5. All Firefighters hired after January 1, 1997 will be required as a condition of employment to obtain Emergency Medical Technician certification by the end of their probationary period and to maintain certification throughout the duration of their employment.

ARTICLE 23  
ATTRITION

Section 1. It is mutually understood and agreed by the City and the Association that any reduction in the Fire Department personnel shall be by attrition. This Article shall not apply to Firefighters hired after January 1, 1980.

ARTICLE 24  
STATUS QUO

Section 1. This Agreement shall remain in full force and effect and be binding on the parties at all times pending the enactment of a new Agreement. It is the intention of the parties to maintain the status quo between the period of one Agreement and the next.

ARTICLE 25  
REQUIRED NOTICE SECTION 204a  
AND GENERAL CONDITIONS

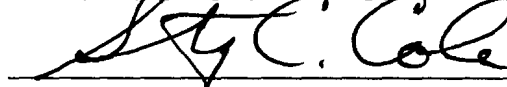
Section 1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 2. The City will provide copies of this Agreement to the Association for distribution to Firefighters.

\* \* \* \*

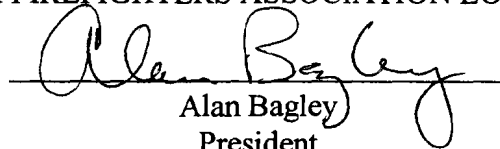
IN WITNESS WHEREOF, the authorized officers of the CITY and the ASSOCIATION have executed this Agreement the day and year first above written.

CITY OF CANANDAIGUA



Stephen C. Cole  
City Manager

CANANDAIGUA FIREFIGHTERS ASSOCIATION LOCAL 2098, I.A.F.F.



Alan Bagley  
President