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Contract Database Metadata Elements

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Union: **City of Canandaigua Department of Public Works and Parks and Recreation Association, Communications Workers of America**

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BC/6760

AGREEMENT
BY AND BETWEEN
CITY OF CANANDAIGUA, NY
AND
CANANDAIGUA DEPARTMENT OF
PUBLIC WORKS AND PARKS
AND RECREATION ASSOCIATION
1/1 12/31
2005-2008

RECEIVED
JUL 17 2006
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

AGREEMENT made this day of _____, 2006, by and between the City of Canandaigua, herein designated as "Employer" and the City of Canandaigua Department of Public Works and Parks and Recreation Association, herein designated as "Association", affiliated with Local 1170 Communications Workers of America. This contract shall cover the period of January 1, 2005 through December 31, 2008.

SECTION 1 - UNIT

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

SECTION 2 - RECOGNITION

The Employer recognizes the Association as the bargaining agent for all full-time hourly employees in all matters pertaining to salaries, benefits, and other 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, race, color, creed, national origin or handicap.
- C. The Employer has the right to discharge, discipline, remove, demote, or suspend any employee for just cause.

SECTION 4 - NO STRIKE

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

SECTION 5 - DUES DEDUCTION

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

SECTION 6 - REPRESENTATION ON DISPUTES

The Association shall represent any employee or group of employees, as described in Section 2, on disputes and grievances as to salaries, benefits and other conditions of employment in accordance with the procedures established by the Agreement. A grievance shall be defined as a dispute concerning the meaning or application of a provision of the Agreement. For purposes only of the grievance steps below, work days included Mondays through Fridays and exclude holidays.

The following grievance procedure will be used in all disputes as to salaries, benefits, and conditions of employment.

Step 1:

- a. An employee who claims to have a grievance shall present his grievance to his immediate supervisor, on an approved grievance form, in writing, within fifteen (15) working days after the grievance occurs. Such grievance shall be, when a written grievance is preferred, reduced to writing on a prescribed form approved by both parties.

- b. The immediate supervisor shall discuss the grievance with the employee and/or the grievance committee of the Association and shall make such investigation as he/she deems appropriate, all on an informal basis.
- c. Within five (5) working days after presentation of the grievance, the immediate supervisor shall make his decision and communicate the same in writing to the employee presenting the grievance and the Union.

Step 2:

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

Step 3:

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

receiving written request for review. At least three (3) days notice of time and place of such hearing shall be given to the employee, the employee's representative, if any, and the Department Head. The grievance committee (including legal counsel) of the Association shall be entitled to represent the employee in said proceedings.

- c. All said hearings shall be held in private. The City Manager may hear and receive such testimony and evidence as relates to the specific complaint from all interested parties.
- d. The City Manager shall make his decision with ten (10) working days after the closing of said hearing. A written copy of this decision shall be given to the employee, the Union, and the Department Head.

Step 4:

- a. In the event no agreement is reached at Step 3, either the Association or the Employer may, upon written notice to the other, appeal the grievance to arbitration within twenty (20) working days after receipt of the Step 3 answer. The parties shall then endeavor to agree upon arbitrator within ten (10) working days following the date of such notification.
- b. If the parties fail to agree upon such arbitrator, the Employer and the Association shall then request the American Arbitration Association to submit a panel of seven (7) names of suggested arbitrators.
- c. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Employer shall strike the first name.
- d. The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify, alter, subtract from or add to its terms.
- e. The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Association.

- f. The impartial arbitrator shall submit his decision within sixty (60) days after the hearing, unless time is extended by mutual agreement by both parties.

SECTION 7 - CITY AFFAIRS

The provisions of the Agreement shall be expressly limited to salaries, benefits and other conditions of employment of the Public Works and parks employees of the City of Canandaigua and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by the Agreement.

SECTION 8 - SALARY

- A. The pay plan for hourly employees shall be:

Effective January 1, 2005 - 3.5% across the board
Effective January 1, 2006 - 3.75% across the board
Effective January 1, 2007 - 3.5% across the board
Effective January 1, 2008 - 3.5% across the board

It is agreed that should the Consumer Price Index exceed 11% over the term specified below, the difference between 11% and the actual increase in the Consumer Price Index shall be added to all wages earned in calendar year 2008. Therefore, in September 2008, or as soon thereafter as possible, the cost of living shall be calculated for the period July 2005 through July 2008. If the percentage increase is 11% or less, nothing more shall be done. If the percentage is greater than 11%, than the actual increase shall be added to all wages earned in the 2008 calendar year. The Consumer Price Index shall be computed by United States Bureau of Labor Statistics (BLS) using the following data series: Northeast urban cities as similar in size to Canandaigua as the BLS provides at that time (currently Size Class B/C); Urban Wage Earners and Clerical Workers; and All items less medical care.

- B. All new employees will begin at the starting rate of A step. All employees who move from a lower classification to a higher classification will begin at A step and after six months in grade move to B step.
- C. In addition to the hourly rates listed herein, all employees shall be paid the following increments for longevity:

	2005	2006	2007
Over 5 years of continuous service	\$525.00	\$550.00	\$575.00
Over 10 years of continuous service	\$625.00	\$650.00	\$675.00
Over 15 years of continuous service	\$825.00	\$850.00	\$875.00
Over 20 years of continuous service	\$1025.00	\$1,050.00	\$1,075.00
Over 25 years of continuous service	\$1225.00	\$1,250.00	\$1,275.00

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

- D. Employees working on a regularly scheduled night shift during which they are paid at their straight-time hourly rate will receive ninety cents (\$0.90) an hour in night shift differential pay for said night shift. A regularly scheduled night shift is defined as that in which an employee is paid at the straight time hourly rate for work between the hours of 6:00pm and 6:00am.
- E. Employees regularly scheduled to work on Saturday or Sunday as part of their normal tour shall receive seventy cents (\$.70) an hour in premium pay for said Saturday or Sunday shift.
- F. Effective January 1, 1995, and continuing thereafter, each employee, on their anniversary date, shall receive the following additional amount per hour according to their seniority.

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

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

SECTION 9 - OVERTIME

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

All employees who receive on-call pay shall be paid straight time for all time up to and including fifty-five (55) hours of work. All time worked in excess of (55)

hours shall be paid at the time and a half rate, except for holidays, which shall be paid at double time.

Fifteen (15) hours of straight time for on call may be converted to 15 hours compensatory time.

Effective January 1, 2002, employees at their option, may take compensatory time in lieu of overtime pay, up to a maximum of five (5) days per year (seven-and-a-half days at the overtime rate). Effective January 1, 2006 thru December 31, 2007, compensatory time maximum shall increase to 7 days (ten and one-half days at the overtime rate).

All compensatory time must be taken within nine (9) months of when it was earned, and at a minimum of two (2) hour blocks. Prior notice of 72 hours, and approval, must be given. This notice period may be waived by the City.

SECTION 10 - ON-CALL PAY

The following hours shall be paid for all employees on-call:

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

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

If an emergency service call is received by the department prior to a half hour of quitting time, the designated on-call employee shall remain on the job, and shall be paid as extended day overtime, no on-call duty pay. Payment for this extended day overtime shall be continuous from the employee's shift.

If in addition to the designated on-call employee, other employees are also required to respond to an on-call situation that occurs prior to a half hour of quitting time, then both the designated on-call employee and the other employees (who are assisting) shall be paid as extended day overtime. In all other instances, the two hour minimum pay shall apply.

SECTION 11 - HOLIDAYS

- A. All members of the Association shall be entitled to the following holidays effective January 1, 2002:

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

Floater to be taken at employee's choice with 48 hours notice & approval of Department Head.

Employees of the Water Treatment Plant shall observe Good Friday as a holiday, in place of the floater.

- B. B. If an employee works on any of said designated holidays, he or she shall be paid for the holiday plus double time for the hours worked. When the observed City holiday for New Year's Day, Independence Day, Veteran's Day, and Christmas Day is not on the actual holiday, holiday pay of double time will be paid to employees who work on the actual holiday, and the regular overtime provisions of Section 9 shall apply to employees who work on the observed City holiday.
- C. When a holiday falls on a Saturday, the employees shall receive the previous Friday off. When a holiday falls on a Sunday, the employees shall receive the following Monday off.
- D. A holiday occurring during a period of vacation or authorized leave, other than a leave of absence, shall not be included in computing such vacation time or authorized leave. The employee shall be credited for the holiday in place of the vacation day or authorized leave. An employee shall not be paid for both the holiday and vacation, but may take the vacation day at another time.
- E. The Employer reserves the right to require employees to work on holidays, in cases of emergencies, or where it is deemed necessary to provide essential services to the public.
- F. Employees who are regularly scheduled to work a holiday, shall have the option of taking one (1) day of compensatory time, and receive eight (8) hours of holiday pay, in lieu of the double time pay. For those employees whose regularly scheduled day off falls on a holiday, they shall be given the option of either working their regular shift for the

week, or they shall be allowed to take another day off (8 hours) within the week as the holiday.

SECTION - 12 VACATION

- A. Members of the Association shall receive the following vacation time:
1. 10 work days after one year of continuous full-time permanent employment with the City.
 2. 15 work days after five years of continuous full-time permanent employment with the City.
 3. 20 work days after twelve years of continuous full-time permanent employment with the City.
 4. 25 work days after eighteen years of continuous full-time permanent employment with the City.
 5. 28 work days after twenty-five years of continuous full-time permanent employment with the City.
- B. Members will not be granted vacation until they have satisfactorily completed their probationary and received permanent appointment. Upon completion of the probationary period, the original date of appointment shall be used in establishing vacation.
- C. Vacations will be based on current rate of weekly pay at the time the vacation is taken.
- D. Vacations will be earned on basis of regularly scheduled work weeks.
- E. Seniority shall be used in giving preference to vacation. Seniority shall be based on the number of years of continuous service as a full-time permanent employee with the Public Works and Parks Departments. The anniversary date of the employee with the department shall be the final determinant of seniority. If employees are appointed on the same date, then they shall alternate seniority for one year to another.

By March 1st of each year, each employee shall specify in writing his vacation preference. As provided above, seniority will be used in vacation selection. Employees who have not submitted their vacation requests by March 1st shall have their vacations scheduled on a first

come first-serve basis based on what is available for the remainder of the year. The vacation schedule established as of March 1st shall be posted in the Non-Smoking Room.

- F. The Department Head shall determine how many employees may be off at any one time and when to schedule vacation time. Vacations shall be scheduled in a manner that will not affect the operating efficiency of the department.
- G. Vacations may not be accumulated from year to year except under unusual conditions and only with the approval of the City Manager. However, an employee who is hired between January 1st and June 30th may carry his vacation over to the next year for his first year of employment.
- H. No money will be paid for earned vacation not taken.
- I. At least two (2) weeks notice must be given to the Department Head before vacation will be granted.
- J. Employees may receive vacation pay in advance for pay periods that occur while the employee would be on vacation, provided that such payment will only be made in increments of a full work week(s).
- K. An employee who becomes hospitalized while on vacation leave may charge such time in a hospital as authorized sick leave, provided proper documentation is submitted to the Department Head.

SECTION 13 - INFORMATION ON JOB CLASSIFICATION

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

SECTION 14 - OTHER BENEFITS

A. Health Insurance

- 1. All full-time employees shall be provided with the Blue Choice Value plan or the Preferred care Opportunity plan, at the employee's option. Current employees with less than five years of service with the City shall pay five dollars per month for a single policy and ten dollars

per month for other policies. Employees hired after the execution of this agreement shall pay five percent of the health insurance premium for the first ten years of employment with the City.

Health Reimbursement Arrangement (IRS Section 105 Plan): All full-time employees shall be provided with an HRA as follows:

Employees with a single health insurance policy: \$500 per yr
Employees with a two-person health insurance policy: \$950 per yr
Employees with a family or family-no-spouse health insurance policy: \$1,200 per yr

The above HRA employer contribution amounts shall be credited to employees on January 1 of each year. At the time of the annual employer contributions, the above HRA annual employer contributions shall be allowed to accumulate up to a maximum of three times the annual contribution amounts.

If an employer has a Flexible Spending Account, the Flexible Spending Account shall be used before the HRA to fund eligible health care costs.

In addition to the above employer contribution amounts, the City shall pay, through an HRA, any health insurance co-pay amounts for chemotherapy, radiation therapy, and kidney dialysis.

The above health insurance and HRA provisions shall be implemented at a time selected by the City. If implementation is after January 1, 2006, the HRA contributions shall be prorated according to the amount of the year covered by the implementation.

2. **Dental insurance:** Employees may select either the Local 1170 Dental Plan or the Excellus Smile Saver 2 Plan. Employees may also select the Excellus Smile Saver 4 Plan with the Employee paying the difference in premium between Local 1170 Dental Plan and the Smile Saver 4 Plan.

The Employer shall contribute the following premiums to the Local 1170 Dental Plan:

	<u>Family</u>	<u>Single</u>
2005:	\$53.00/mo.	\$35.00/mo.
2006:	\$55.00/mo.	\$37.00/mo.

2007: \$57.00/mo.

\$39.00/mo.

Employees hired after the execution of this Agreement, the City shall pay 95% of the cost of the Local 1170 Dental Plan or Excellus Smile Saver 2 Plan, and the employee shall be responsible for five percent of the premium for the first ten years of employment with the City.

3. (g) Employees currently participating in the health insurance buyout (50% of current (2005) monthly premium is \$189.58 single, \$435.95 two-person, \$477.35 family no spouse, \$502.30 family) shall continue to receive these buyout amounts, if they continue in the buyout program, until the buyout amounts are less than 50% of the relevant Blue Choice Value policy, or through 2009, whichever occurs first.

4. Retiree Health Insurance: If an employee retires with fifteen years of continuous full-time service with the City, the City shall provide the above health insurance and HRA plans to such retirees until age sixty-five. If such retiree moves to an area in which Blue Choice Value or Preferred Care Opportunity is not available, the City shall make a payment, equal to the higher of the then current Blue Choice Value or preferred Care Opportunity premiums, to the health insurance provider of the retiree. If such payment cannot be made directly to the health insurance provider, the payment shall be made to the retiree upon proof that the retiree has such health insurance.

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

B. Each employee shall be entitled to up to four (4) days leave with pay for each death of the following immediate family members: mother, father, stepparent, husband, wife, son, daughter, brother, sister, stepchild, father-or mother-in-law, or grandparent. Also, each employee may be granted one (1) day leave with pay for each death of the following: grandchild, aunt, uncle, niece, nephew, brother-or sister-in-law. An employee may be granted up to three (3) days leave with pay per year for a serious illness of the following family members: mother, father, brother, sister, son, daughter, husband, or wife. In instances of employees using the benefit under this paragraph pertaining to the serious illness clause, the following conditions shall apply in order for the employee to be granted the benefit.

The employee will furnish to the City either one of the following:

1. A doctor's statement, or
2. A hospital emergency treatment notice, or
3. A copy of a prescription dated for the current illness of a member of the family.

The employee shall furnish to their Department Head a copy the next work day back.

C. Employees shall be entitled to twenty four (24) hours of personal leave per year. The employee must use a minimum of two (2) hours per incident. An employee must seek approval of the Department head 48 hours in advance. Exception to the 48 hours will be made for documentable emergencies.

D. Sick Leave

1. All employees shall be entitled to accumulate one (1) day of sick leave per month worked to a maximum of 160 days. Effective January 1, 1994, the limit for maximum accumulation will be 175 days.
2. Each employee must notify his/her direct supervisor 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).
3. Any employee who is absent due to personal illness may be required to furnish a physician's certificate to justify his absence.
4. For an absence of five or more consecutive days, employees will be required to furnish a physician's certificate stating the nature of the illness.
5. 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 each 30 days.

6. After all sick leave credits plus any accrued vacation have been used, an employee with a minimum of 5 years of continuous service, may be given additional sick leave at 1/2 pay, upon the recommendation of the Department Head and the approval of the Common Council.
7. Employees will not be granted sick leave until they have satisfactorily completed their probationary period and received permanent appointment. Upon completion of the probationary period, the original date of appointment will be used in calculating the accrual of sick leave.
8. The City will administer a New York State Disability Insurance program for the employees, with the employees responsible for paying the premium.
9. After December 1st of each year, an employee may trade any accrued sick leave days from the previous 12 months back to the City for a cash payment equal to 50% of their current daily rate. Employees must maintain a minimum of 60 days in their sick time bank before they can trade sick days back for payment.

E. Retirement

The Employer will provide coverage under the Twenty-five year Plan of the State Retirement system, at full cost to the Employer, as follows:

- Tier I** Section 75i Employees hired previous to July 1, 1973, may include voluntary contributions.
- Tier II** Section 75i Employees hired between July 1, 1973 and June 30, 1976, noncontributory.
- Tier III** Article 14 Employees hired after July 27, 1976, 3% contributory plan.
- Tier IV** Article 14 Employees hired after September 1, 1984, 3% contributory plan.

The above Tiers are regulated solely by the New York State Retirement System, and the Employer has no authority or control over specific retirement provisions

or changes to the plans. The above represents information to the employees only.

Upon retirement, the employee will receive \$35.00 for each day of unused sick days, effective January 1, 2005 and \$45.00 per day effective January 1, 2007. No maximum sick leave accumulation (beyond which days are permanently lost) but the figure of 175 days will remain for retirement purposes.

- F. All employees will be provided with foul weather gear. All damaged foul weather gear should be replaced as often as damaged on the job if damaged articles are returned to stockroom for approval by City.
- G. The Employer shall reimburse employees fifty per cent (50%) for the cost of tuition per semester for successful completion of job-related courses pre-approved by their department head and the City Manager. Also, the Employer will reimburse employees up to fifty dollars (\$50.00) per course successfully completed per semester for lab fees and books.
- H. The City will offer a flexible spending account program to be implemented by December 31, 1993.

SECTION 15 - 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 16 - TRANSFER

- A. An employee may be transferred voluntarily for health or personal reasons to a job with a lower pay scale but shall keep the higher rate provided in his former job.
- B. An employee member of the Association may apply for any vacancy in his department regardless of his pay scale. A notice of the opening shall be posted on the employee bulletin board, stating the job classification, rate of pay, and Civil Service qualifications. Such posting shall be for a period of five (5) working days. During this period, employees may

apply for the open position. The application shall be in writing and on a Civil Service form, and shall be submitted to the Department Head.

- C. The Department Head shall have unrestricted authority to make appointments to any vacancy, taking into consideration the duties of the position and overall efficiency of the department, as well as the ability and seniority of those applying for said vacancy.

SECTION 17 - LAYOFFS

- A. 1. In the event of general layoff, employees will be laid off first on the basis of least seniority regardless of classification.
2. This section (Section 17-A.2) shall apply to the following operations: central garage, water treatment plant, water distribution, sewer collection and sewer treatment plant. In the event a particular operation is discontinued, or it becomes necessary to reduce employees in an operation, then such layoff or reduction shall be done on the basis of seniority within that operation with the person with least seniority being laid off first. In such cases, employees in other operations shall not be affected by this layoff.
3. This section (Section 17-A.3) shall apply to the following operations: street maintenance, street sweeping, waste collection, recycle collection, transfer facility and parks maintenance. In the event a particular operation is discontinued, or it becomes necessary to reduce employees in an operation, then such layoff or reduction shall be done on the basis of seniority with the person with the least seniority being laid off first. If a senior employee is to be affected by this reduction, the employee shall be offered a transfer to another job within one of the operations identified in this section.
4. In the event two (2) or more employees have the same seniority date, the employee holding the highest rated position for the longest period of time shall have first seniority rights.
5. If an employee is transferred to a job at a lower wage rate, their wages will be reduced to the new rate as follows:

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

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

- B. Any employee laid off due to a lack of work or elimination of an operation shall receive severance pay in the amount of one (1) week's base pay for each full year of service. This provision shall not apply to any employee with six (6) months service or less.
- C. An employee laid off due to a lack of work or elimination of an operation shall have recall rights to their original job title or a job title they are qualified to perform as determined by Ontario County Civil Service if work increases, for a one (1) year period from the date of lay-off.

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

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

SECTION 18 - ORGANIZATION AFFAIRS

- A. The Employer shall afford all officers reasonable amount of on-duty status to process grievances and to consult with appropriate management officials, provided that the officers shall first request this of his supervisor and arrange to take the necessary time without overdue interference with his assigned duties. The provisions of this section shall apply to all aggrieved employees.
- B. Officers of the Association shall be granted up to a total of ten (10) days a year, without pay, to attend Union conferences, conventions, or meetings, provided the Department Head approves such time off.

SECTION 19 - LABOR/MANAGEMENT COMMITTEE

A joint labor/management committee will be formed consisting of two (2) representatives of the Employer and two (2) representatives of the Association. The committee will meet every other month 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 City and the employees.

An enhanced labor-management committee with three (3) representatives, each from the Association and the Employer, will be formed within one (1) month of the execution of this Agreement to discuss issues or concerns of either party. This committee shall meet on a monthly basis.

SECTION 20 - MILITARY LEAVE

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

SECTION 21 - VOLUNTEER FIRE FIGHTERS

An employee that serves as a volunteer fire fighter shall be allowed to report to work at 12:00pm on any work day following a fire or emergency call received after 11:00pm the previous evening and extending beyond 2:00am on that work day.

- 1. An employee serving as a volunteer fire fighter with the Canandaigua Fire Department shall be paid for the hours absent from work for this purpose a maximum of eight (8) times per year at the employee's regular hourly rate.
- 2. An employee serving as a volunteer fire fighter with a fire department outside the City of Canandaigua shall be paid for the hours absent from work for this purpose a maximum of twenty (20) hours paid work time per year to attend to fire emergencies.

SECTION 22 - LIGHT DUTY

Where the New York State Workers' Compensation Board has ruled that an employee can return to restricted duty temporarily and, as a result, has reduced the Workers' compensation amount that the employee is entitled to and, where the City can accommodate that restricted duty employment restrictions established by the employee's physician, should the employee

refuse that restricted duty assignment, the employee will only be eligible for the actual Workers' Compensation amount of payment, not the employee's full pay, effective the date of the New York State Workers' Compensation Board ruling.

SECTION 23 - SCOPE OF AGREEMENT

- A. If mutually agreed by both parties, this Agreement may be modified or amended during its term. Either party may notify the other of an intent to modify or amend this Agreement.
- 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 mutually agree that negotiations for the next Agreement will commence by September 1, 2008. In the event the parties do not reach agreement for a new contract by December 31, 2008, their terms of this Agreement shall remain in force in accordance with applicable state law.

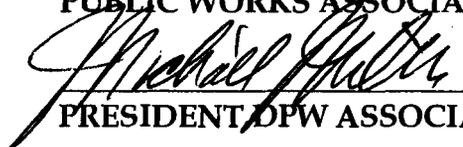
D. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

CITY OF CANANDAIGUA

CITY MANAGER

CITY OF CANANDAIGUA DEPT. OF
PUBLIC WORKS ASSOCIATION



PRESIDENT, DPW ASSOCIATION

PRESIDENT LOCAL 1170 C.W.A.




DATE _____

APPENDIX A

	2005 - 3.5%		2006 - 3.75%		2007 - 3.5%		2008 - 3.5%	
	A	B	A	B	A	B	A	B
(1) Laborers	14.21	16.25	14.74	16.86	15.26	17.45	15.79	18.06
(2) Public Works Maintenance Asist. Water & Sewer Trainee, Storekeeper, Park Maint. Assist.	16.25	17.12	16.86	17.76	17.45	18.38	18.06	19.02
(3) Water Maintenance Manager, Light Motor Equipment Operator, Water & Sewer Plant Trainee, Water Meter Reader, Sewer Plan Attendant	17.12	18.11	17.76	18.79	18.38	19.45	19.03	20.13
(4) Bldg. Maint. Mechanic, Asst., Equip. Maint. Mech.	18.13	19.21	18.81	19.93	19.47	20.63	20.15	21.35
(5) Motor Equipment Oper. PUMA	19.21	19.92	19.93	20.67	20.63	21.39	21.35	22.14

	2005		2006		2007		2008	
(6) Operator/Mechanic	19.57	20.23	20.31	20.99	21.02	21.73	21.75	22.49
(7) Water Treatment Plant Treatment Plant Operator Equipment Maint. Mechanic	19.92	20.54	20.67	21.32	21.39	22.06	22.14	22.83
(8) Wastewater Treatment Facility Maint. Manager	20.54	21.18	21.32	21.97	22.06	22.74	22.83	23.54

LETTER OF INTENT

January 1, 2005

TO: DPW/Parks Association

FROM: Stephen C. Cole
City Manager

RE: On-Call Policy

The City will continue its current policy with respect to the number of personnel on-call between January 1, 2005 and December 31, 2008. If the City considers changing the number of employees on-call during this time, it will bargain the issue with the Association.

Stephen C. Cole
City Manager

NEW LETTER OF INTENT

January 1, 2005

TO: DPW/Parks Association

FROM: Stephen C. Cole
City Manager

RE: Bonus System

The parties agree to meet during 2006 to attempt to create a performance bonus system.

Biweekly payroll: The parties agree that, at the City's request, a biweekly payroll study committee will be formed with representation by the City, the Union, and other Unions who have agreed to such study committee. The purpose of the study committee will be to

study the possible implementation of a biweekly payroll. This agreement does not indicate the Union's agreement that a biweekly payroll should be implemented.

Stephen C. Cole
City Manager

MEMORANDUM OF UNDERSTANDINGS

- A. The practice of extending the Friday lunch period by fifteen (15) minutes will be discontinued effective upon ratification of this Agreement.
- B. The City shall purchase five (5) memberships at the YMCA for the use of the members in the bargaining unit.
- C. The Association agrees to participate in the Employee Suggestion Reward Program approved by City Council on August 15, 1996.
- D. The Association agrees to participate in the Leave Donation Policy approved by City Council on April 3, 1997.
- E. The Union will indicate in writing by April 1, 2002 whether they wish to Participate in the City's Employee Assistance Program.