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AGREEMENT BY AND BETWEEN
CITY OF CANANDAIGUA, NEW YORK
AND
CANANDAIGUA FIRE FIGHTERS ASSOCIATION
LOCAL 2098, I.A.F.F.

11/12/31
2009-2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

OCT 28 2009

ADMINISTRATION

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CONTRACT

This Agreement, entered into this 6th day of October, 2009, 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, 2009 through December 31, 2010.

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, 2009, 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.

The City shall have 45 days from the date of approval of this agreement by the City or the Union, whichever is later, to implement the salary increases and pay the retroactive salary payments. This paragraph sunsets Dec. 31, 2010.

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 workday per month. The maximum accumulation of sick leave shall be 82 twenty-four hour workdays. 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 \$4.00 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 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, 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:

- A. One week after six months of continuous full-time employment with the City.
- B. Two weeks after one year of continuous full-time employment with the City.
- C. Three weeks after five years of continuous full-time employment with the City.
- D. Four weeks after ten years of continuous full-time employment with the City.
- E. Five weeks after sixteen years of continuous full-time employment with the City.

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 workweeks.

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 1st and June 30th, 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 15th for the following year. The annual shift assignments shall be posted no later than December 15th 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 for 2009. Starting January 1, 2010, all employees covered by this agreement shall receive 66 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. The overtime rate shall be calculated based upon a work year of 2,080 hours.

Section 2. Effective June 1, 2007, a Firefighter manning the reserve engine during alarms or the telephones on subsequent alarms, shall receive \$25.00 for up to one (1) hour, and shall be paid at his/her overtime rate for any excess time over that one (1) hour.

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; 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. All full-time employees shall be provided with the Blue Choice Value plan or the Preferred Care Opportunity plan, at the employee's option. Effective January 1, 2010, current employees will contribute \$7.50 per week for a single policy or \$15.00 per week for other policies. Employees hired after the ratification of this agreement shall pay ten percent of the health insurance premium for any plan they select.

Employees who wish to have a higher-cost Excellus or Preferred Care health insurance plan may do so by paying the premium difference above the cost of Blue Choice Value, plus any other contribution set forth in the previous paragraph.

Section 2. 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 year

Employees with a two-person health insurance policy: \$950 per year

Employees with a family or family-no-spouse health insurance policy: \$1,200 per year

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 employee 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 to be effective on June 1, 2007. The HRA contributions for 2007 shall be prorated to reflect the date that the health insurance changes are effective.

Section 3. 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.

Section 4. 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 5. Upon retirement, if an employee has fifteen (15) years of continuous employment with the City, said retiree 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 6. Employees and retirees covered under Article 13, Section 3, 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 Blue Choice Value 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, and in the *Employee Cash Bonus Award Program* approved by City Council on March 5, 1998.

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, 2004, 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>2009</u> | <u>2010</u> |
|--------------------------|-------------|-------------|
| FIRE FIGHTERS | | |
| Starting | \$40,199 | \$41,003 |
| After 1 year of service | \$42,847 | \$43,704 |
| After 2 years of service | \$45,681 | \$46,595 |
| After 3 years of service | \$51,171 | \$52,194 |
| CAPTAINS | \$57,351 | \$58,498 |

The salary increases shall be:

2.5% for 2009 with retroactivity for the time period of January 1, 2009, through the date of implementation of all wage increases in 2009;

2.0% for 2010

ARTICLE 22
SPECIAL ASSIGNMENTS, STIPENDS, OUT-OF-TITLE PAY

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.

Section 6. Out-of-Title-Pay: Where the incumbent in any officer position will appear by the City to be absent for a period of three or more months, the Fire Chief shall appoint a temporary replacement from the Civil Service eligible list, and such replacement shall be paid at the officer rate for all time served in such capacity. Notwithstanding this three-month provision, the Fire Chief may, in his discretion, determine that an officer replacement shall be necessary at anytime, in which case the replacement shall be appointed on a temporary basis and paid at the officer rate for all time served in such capacity.

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.

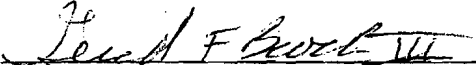
IN WITNESS WHEREOF, the authorized officers of the CITY and the ASSOCIATION have executed this Agreement the day and year first above written.

CITY OF CANANDAIGUA



Kay James
City Manager

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



Gerald Boock III
President