

AGREEMENT  
BY AND BETWEEN THE  
CITY OF GENEVA  
AND  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO  
CSEA  
GENEVA MUNICIPAL EMPLOYEES UNIT  
ONTARIO COUNTY LOCAL 835

2024-2026

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Agreement made 16<sup>th</sup> Day of February, by and between the City of Geneva hereinafter designated as the "Employer" and Civil Service Employees Association, Inc, Local 1000, AFSCME, AFL-CIO Ontario County Local 835, Geneva Municipal Employees Association, hereinafter designated as the "Union".

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationship between them in accordance with the policy expressed in Section 200 of the Civil Service Law.

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

## **ARTICLE I (1): RECOGNITION**

The Employer recognizes CSEA as the sole bargaining agent for the representative of employees of the City of Geneva whose positions are listed below in Section 2 of this agreement in all matters pertaining to salaries, benefits and other terms and conditions of employment for a period commencing January 1, 2024 to December 31, 2026.

The City of Geneva shall deduct bi-weekly from salaries of each member and remit monthly to the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210 or its designated agent, regular membership dues and insurance premiums for those employees who authorize such deductions. The City of Geneva shall make such deductions exclusively for CSEA as the recognized bargaining agent for members described in Section 1 of this Article and shall not grant this privilege to any other employee organization, Union or Association.

The fiscal officer making such deduction(s) will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

CSEA agrees to hold the City of Geneva safe and harmless because of said deduction.

CSEA shall have the sole right to designate a representative of the CSEA Insurance Plans to visit the members covered under this agreement after working hours or during work breaks for the purpose of explaining the plans and/or adjusting claims, providing that the employer is notified, and assurance is given that no inordinate interruption in the work of the members will be involved. Deductions for all CSEA Insurance Plans including Life and Sickness and Accident shall be made by the City of Geneva.

## ARTICLE II (2): SALARY

New employees shall be hired at the step 1 rate applying to their job titles. If an employee has additional relevant experience, the starting step may change through an agreement between the Unit and City. On the first day of the pay period of their hire date they shall proceed to step 2 and then continue step changes on sequential years.

Contract Years 2024 through 2026—three (3) year contract

Effective January 1, 2024: 2.75%

\* Retro pay will be paid no later than the first full pay period in month following contract ratification.

Effective January 1, 2025: 2.75 %

Effective January 1, 2026: 2.75 %

2024

2024

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>** Hourly Rate based upon 35 hour week</b>								
Administrative Aide	S-8	\$ 23.42	\$ 24.01	\$ 25.36	\$ 25.85	\$ 26.50	\$ 27.64	\$ 30.45
Finance Clerk II	S-9	\$ 24.29	\$ 24.90	\$ 26.28	\$ 26.81	\$ 27.48	\$ 29.01	\$ 31.82
Senior Account Clerk	S-9	\$ 24.29	\$ 24.90	\$ 26.28	\$ 26.81	\$ 27.48	\$ 29.01	\$ 31.82
Payroll Clerk	S-9	\$ 24.29	\$ 24.90	\$ 26.28	\$ 26.81	\$ 27.48	\$ 29.01	\$ 31.82
Deputy City Clerk	S-10	\$ 25.14	\$ 25.77	\$ 27.18	\$ 27.75	\$ 28.44	\$ 30.45	\$ 33.26
Building Inspector	S-10	\$ 25.14	\$ 25.77	\$ 27.18	\$ 27.75	\$ 28.44	\$ 30.45	\$ 33.26
Community Dev. Specialist	S-11	\$ 25.95	\$ 26.60	\$ 28.06	\$ 28.64	\$ 29.36	\$ 31.44	\$ 34.24
Principal Account Clerk	S-11	\$ 25.95	\$ 26.60	\$ 28.06	\$ 28.64	\$ 29.36	\$ 31.44	\$ 34.24
Engineer Tech	S-11	\$ 25.95	\$ 26.60	\$ 28.06	\$ 28.64	\$ 29.36	\$ 31.44	\$ 34.24
Code Enforcement Officer	S-13	\$ 29.11	\$ 29.84	\$ 30.95	\$ 32.14	\$ 32.94	\$ 34.50	\$ 37.31
<b>** Hourly Rate based upon 40 hour week</b>								
Special Event Coordinator	S-11	\$ 22.70	\$ 23.27	\$ 24.55	\$ 25.06	\$ 25.69	\$ 27.51	\$ 29.96
Recreation Supervisor	S-7	\$ 19.35	\$ 19.83	\$ 20.92	\$ 21.36	\$ 21.89	\$ 22.86	\$ 25.32
Recreation Mechanic		\$ 21.63	\$ 22.17	\$ 23.23	\$ 23.88	\$ 24.47	\$ 24.89	\$ 25.73

Part-time Employees:

Part-time Employees: Part-time hourly rate based on full-time Step 1 of each contract year.

**2025**

<b>Title</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>** Hourly Rate based upon 35 hour week</b>								
Administrative Aide	S-8	\$ 24.07	\$ 24.67	\$ 26.06	\$ 26.57	\$ 27.23	\$ 28.40	\$ 31.28
Finance Clerk II	S-9	\$ 24.96	\$ 25.58	\$ 27.00	\$ 27.55	\$ 28.24	\$ 29.81	\$ 32.69
Senior Account Clerk	S-9	\$ 24.96	\$ 25.58	\$ 27.00	\$ 27.55	\$ 28.24	\$ 29.81	\$ 32.69
Payroll Clerk	S-9	\$ 24.96	\$ 25.58	\$ 27.00	\$ 27.55	\$ 28.24	\$ 29.81	\$ 32.69
Deputy City Clerk	S-10	\$ 25.83	\$ 26.48	\$ 27.93	\$ 28.51	\$ 29.22	\$ 31.29	\$ 34.17
Building Inspector	S-10	\$ 25.83	\$ 26.48	\$ 27.93	\$ 28.51	\$ 29.22	\$ 31.29	\$ 34.17
Community Dev. Specialist	S-11	\$ 26.66	\$ 27.33	\$ 28.83	\$ 29.43	\$ 30.17	\$ 32.30	\$ 35.18
Principal Account Clerk	S-11	\$ 26.66	\$ 27.33	\$ 28.83	\$ 29.43	\$ 30.17	\$ 32.30	\$ 35.18
Engineer Tech	S-11	\$ 26.66	\$ 27.33	\$ 28.83	\$ 29.43	\$ 30.17	\$ 32.30	\$ 35.18
Code Enforcement Officer	S-13	\$ 29.91	\$ 30.66	\$ 31.80	\$ 33.02	\$ 33.85	\$ 35.45	\$ 38.33
<b>** Hourly Rate based upon 40 hour week</b>								
Special Event Coordinator	S-11	\$ 23.33	\$ 23.91	\$ 25.23	\$ 25.75	\$ 26.39	\$ 28.26	\$ 30.78
Recreation Supervisor	S-7	\$ 19.88	\$ 20.38	\$ 21.49	\$ 21.95	\$ 22.49	\$ 23.49	\$ 26.01
Recreation Mechanic		\$ 22.23	\$ 22.78	\$ 23.87	\$ 24.53	\$ 25.15	\$ 25.57	\$ 26.44

Part-time Employees:

Part-time hourly rate based on full-time Step 1 of each contract year.

**2026**

<b>Title</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>** Hourly Rate based upon 35 hour week</b>								
Administrative Aide	S-8	\$ 24.73	\$ 25.35	\$ 26.78	\$ 27.30	\$ 27.98	\$ 29.18	\$ 32.14
Finance Clerk II	S-9	\$ 25.65	\$ 26.29	\$ 27.74	\$ 28.31	\$ 29.02	\$ 30.63	\$ 33.59
Senior Account Clerk	S-9	\$ 25.65	\$ 26.29	\$ 27.74	\$ 28.31	\$ 29.02	\$ 30.63	\$ 33.59
Payroll Clerk	S-9	\$ 25.65	\$ 26.29	\$ 27.74	\$ 28.31	\$ 29.02	\$ 30.63	\$ 33.59
Deputy City Clerk	S-10	\$ 26.54	\$ 27.20	\$ 28.70	\$ 29.30	\$ 30.03	\$ 32.15	\$ 35.11
Building Inspector	S-10	\$ 26.54	\$ 27.20	\$ 28.70	\$ 29.30	\$ 30.03	\$ 32.15	\$ 35.11
Community Dev. Specialist	S-11	\$ 27.40	\$ 28.08	\$ 29.62	\$ 30.24	\$ 31.00	\$ 33.19	\$ 36.15
Principal Account Clerk	S-11	\$ 27.40	\$ 28.08	\$ 29.62	\$ 30.24	\$ 31.00	\$ 33.19	\$ 36.15
Engineer Tech	S-11	\$ 27.40	\$ 28.08	\$ 29.62	\$ 30.24	\$ 31.00	\$ 33.19	\$ 36.15
Code Enforcement Officer	S-13	\$ 30.74	\$ 31.51	\$ 32.68	\$ 33.93	\$ 34.78	\$ 36.42	\$ 39.39
<b>** Hourly Rate based upon 40 hour week</b>								
Special Event Coordinator	S-11	\$ 23.97	\$ 24.57	\$ 25.92	\$ 26.46	\$ 27.12	\$ 29.04	\$ 31.63
Recreation Supervisor	S-7	\$ 20.43	\$ 20.94	\$ 22.08	\$ 22.55	\$ 23.11	\$ 24.14	\$ 26.73
Recreation Mechanic		\$ 22.84	\$ 23.41	\$ 24.52	\$ 25.21	\$ 25.84	\$ 26.27	\$ 27.17

Part-time Employees:

Part-time hourly rate based on full-time Step 1 of each contract year.

### Overtime:

- Straight time hourly rate up to 40 hours; overtime hours begin after 40 hours paid at time and one half the employee's straight time hourly rate. Only hours worked will be counted as overtime.
- Overtime shall be paid at time and one-half the employee's straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours per week. Overtime must be pre-approved by a Department Head and/or fully documented on a form noting reason for overtime if a supervisor is unavailable (must be submitted and signed by a supervisor).
- In lieu of payment for overtime, an employee may request compensatory time in an amount equal to one and one-half hours for each hour of overtime worked. Compensatory time must be pre-approved by a Department Head and/or fully documented on a form noting reason for compensatory time if a supervisor is unavailable (must be submitted and signed by a supervisor). Compensatory time can be taken in fifteen (15) minute increments and if not used in the calendar year will be paid out by last payroll in December of each calendar year. Rounding of compensatory time earned shall be to the nearest quarter hour.
- All overtime and/or compensatory time must be submitted to payroll

### Educational Benefits:

The following educational benefits are available for employees and shall be paid as an hourly supplement to the employee's regular hourly rate of pay when calculating premium overtime rates. This benefit will be paid annually in the fourth quarter prorated based up on date of receipt of degree, start date, and/or retirement/separation of employment of the City.

Educational Benefits: The following educational benefits are available for employees:

- Associates Degree in Related Field - \$700.00/year
- Bachelor's Degree in Related Field - \$1100.00/year
- Master's Degree in Related Field- \$1350.00/year

Certified Ice Technician: \$300.00/year. This benefit will be paid annually in the fourth quarter.

The benefit shall be provided to eligible employees as an hourly supplement to the employee's base hourly rate. To determine the employee's hourly education bonus supplement, the applicable annual bonus amount will be divided by the employee's basic work hours per year (i.e., 1820 hours for a 35 hour per week employee; 1950 for a 37.5 hour per week employee; 2080 hours for a 40 hour per week employee). The employee's "base" hourly rate is the grade and step wage rate applicable to the employee.

To be eligible for this benefit, an employee must submit to the City Manager proof of the degree achieved with a transcript showing the courses of study. The City Manager, in his/her sole discretion, shall determine whether the degree is in a related field. The City Manager shall provide a written eligibility determination to the employee and to the Human Resources Office. If the benefit request is approved, the education bonus shall be provided to the employee beginning on the first day of the pay period fifteen (15) calendar days following the date of the City Manager's determination

### Stipend (ONLY if hired before 1/1/2021):

Each employee in the Unit paid out in first payroll in January of each contract year in the amount of \$250.00. Employee(s) may elect to have stipend in pay or into deferred compensation (if employee elects to put the stipend into deferred compensation account, the proper forms must be completed by the employee). Forms will be distributed in October of each calendar year and each employee of the bargaining unit must complete and return this form by date given by Human Resource office each contract year.

Base with the percentage(%) each contract year plus the non-compounding stipend (this stipend amount does not become part of the base for calculating the base the following year).

Stipends will only be provided as an annual payout, with no option for HRA contribution.

### Meeting Minutes:

Meeting minutes taken/typed outside of the regular work hours: Employees covered by this unit will receive a stipend of \$100.00 per meeting, per committee, who is responsible for these duties. This stipend will be paid two (2) times per year; once in July and once in December. The stipend will be paid out even if the scheduled meeting was cancelled. There will be no overtime or compensatory time accrued for completing these duties. *If the meeting is cancelled with more than 24-hours' notice, no payment is made. If the meeting is cancelled with less than 24 hours' notice, the employee is paid 50% of the stipend. If the meeting is held the employee gets 100% of stipend for their service.*

### Notary Public Services:

The City may, in its discretion, require certain employees to obtain and maintain New York State registration as a Notary Public as part of their job duties and job description. In the event the City requires an employee to be a Notary Public, the City will pay for the cost of any necessary examinations and registration fees while the requirement is in effect. In addition, the City may, in its discretion, require an employee to participate in an examination preparation course. The cost of such course shall be paid by the City. In addition, time the employee spends participating in the course shall be considered paid work time.

## **ARTICLE III (3): LONGEVITY**

Longevity payments will be paid out to employees each November as follows:

5 to 9 years	\$425.00 per year
10 to 14 years	\$725.00 per year
15 to 19 years	\$925.00 per year
Over 20 years	\$1225.00 per year
Each year over 25	\$1225.00 + \$50.00

Longevities shall be provided to eligible employees as an hourly supplement to the employee's base hourly rate when calculating premium overtime rates. This benefit will be paid out annually in the fourth quarter of each year.

## **ARTICLE IV (4): RETIREMENT**

Updated language: The employer shall continue to contribute to the State Employees' Retirement System as related to each tier of the Retirement program.

- Tier 1 – before July 1973



- Tier 2 – July 1, 1973 through July 26, 1976
- Tier 3 – July 27, 1977 through August 31, 1983
- Tier 4 – September 1, 1983 through December 2009
- Tier 5 – January 1, 2010 through March 31, 2012
- Tier 6 – April 1, 2012 or after

The employer shall continue to provide the unused sick leave incentive plan (Section 41-j) to eligible employees.

## **ARTICLE V (5): RETIREMENT SYSTEM MINIMUM DEATH BENEFITS**

The Employer shall continue to provide the New York State Employees Retirement System Non-Contributory Plan for guaranteed minimum death benefit of three times annual rate of pay, but limited to \$20,000 as provided in Section 60-b of the New York State Retirement Law, which became effective July 1, 1970. Note-see Article IX

## **ARTICLE VI (6): HEALTH INSURANCE**

All members of the Municipal Employees Association shall be offered base plan health insurance through the Greater Tompkins County Municipal Health Insurance Consortium. Benefits pursuant to and consistent with the November 17, 1998 and February 3, 1999 City Council Resolutions and the Health Addendum as attached to those resolutions.

HRA Benefit: There will be no new funding of this benefit until new contract ratified for 1/1/2027.

### **HRA Benefit:**

Employees hired prior to January 1, 2024 and select to receive the base plan offering will receive an HRA at the following levels:

- \$600 HRA for single plan participation
- \$1,400 HRA for family plan participation

### **Note:**

Employees hired after 1/1/2024 will not be eligible for an HRA.

Employees hired before 1/1/2024 are eligible for an HRA if they choose the offered base plan. If they choose a high deductible plan, they will receive an HSA. Once an employee receives an HSA, they will not be eligible for future contributions to an HRA account, even if they opt to switch to a base plan at a future date.

### **Note:**

Documentation of eligible coverage required, consistent with the buyout language

Upon death of the employee/retiree, the City will notify the surviving spouse and/or tax qualified dependents as noted on the beneficiary form by letter and will have 90 days from date of the letter to notify the City of Geneva Human Resources in writing to continue utilizing this account for medical care expenses as defined in Medical Expense Code § 213(d).

Note: If there is no completed beneficiary form on file with the Personnel Office at time of employee/retiree death, then the monies will be forfeited to the City.

### Health Savings Account:

Employees who receive the high deductible health insurance plan will receive a health savings account. The annual contribution by the city into the HSAs will be as follows.

The annual employer contribution for the HSAs:

- \$2,000 for single plan participation
- \$4,000 for family plan participation

An employee cannot receive an HRA and HSA. If an employee previously received an HRA they will keep these funds in an HRA account but no additional funds will be provided to the HRA. If an employee elects to switch to the HDHP, employees with a current balance in their HRA will be converted to a Limited Purpose HRA which may only be used for dental and vision expenses.

### Health Insurance Addendum

#### A. Health Insurance for Employees

*\* In 2024, this benefit will begin the first full pay period in the month following contract ratification.*

- a. For all employees hired prior to January 1, 2024, the employer shall pay 100% of the premium for single coverage under the base or high deductible plan provided by the City of Geneva. If an employee has dependents (spouse, children, domestic partner, etc.) the employee is required to pay through payroll deduction, 20% of the total premium of the base or high deductible family plan.
- b. For all employees hired after January 1, 2024, the employer shall pay 100% of the premium for single coverage under the high deductible plan provided by the City of Geneva. If an employee has dependents (spouse, children, domestic partner, etc.) the employee is required to pay through payroll deduction, 20% of the total premium of the family high deductible plan.
- c. Should any employee hired after January 1, 2024 wish to switch to the base plan, that right would exist, provided the employee pays the entire difference between the City's high deductible and base plan cost for that employee. This right would also redound to the employee during retirement, provided the service time provision required for vesting is met.

#### B. Retirees

Retirees in the union will follow the following previously negotiated language: July 1, 2011—Once a vested retiree reaches age 65, employees will be covered by Aetna 2 or an equivalent product. Employees hired on or after January 1, 2005 and once a vested retiree reaches age 65, employees will be covered by Aetna or equivalent product single plan.

- a. If hired prior to 1/1/2021-A vested right to receive health insurance will exist for employees of this unit who attain twenty years of service with the City of Geneva. They would retain the right to receive health insurance in their retirement on the same basis as their employment, benefits and co-pay status and consistent with Council resolutions, including the November 17, 1998, December 15, 1998, and February 3, 1999 resolutions. The right to receive health insurance includes this, or a comparable plan, in their retirement, as further defined below and in a manner consistent with the vesting health insurance benefits for retirees.
- b. Full-time hire date with City on or after 1/1/2021) into the unit--Must work twenty-five (25) years to be vested with City Health Insurance; Employees hired on or after 1/1/2021 will be covered by

GTCMHIC with percentage of total premium per status single coverage at time of retirement, but no supplemental health coverage provided by the City once retiree turns 65 (Medicare only).

C. Additional Health Insurance Provision for Retirees

In addition to the provisions listed above in the section on Health Insurance for Employees, the following would also apply to Retirees who have vested rights: Refer to the resolutions noted above and attached hereto this agreement. The resolutions are a part of the contract.

D. Significant Change in Employee Health Insurance

The City reserves the right to change or provide alternative or additional insurance plans or carriers, HMOs or PPOs, or benefit levels, or to self-insure, as it deems appropriate for any form or portion of health and hospitalization coverage referred to in this Article, so long as the new coverage and benefits are, when viewed as a whole, substantially comparable to, or better than, the programs existing at the time of any such change. Prior to any change, the City will provide the Union with all of the necessary proposed plan documents, such as current premiums, for its review as far in advance as possible, but in no event later than Sixty (60) days prior to the anticipated change. However, the City will not be responsible for changes unilaterally imposed by any insurance provider, third-party administrator, HMO or PPO, in benefits, co-payment provisions, or deductibles so long as the City uses its best efforts to minimize changes by incumbent insurance providers, third-party administrators, and HMOs or PPOs from one plan year to another.

The extent of coverage under the benefit plans, including any HMOs, PPOs, and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and not be subject to the grievance procedure set forth in this Agreement.

The Municipal Employees Association will allow the City of Geneva the option to pursue other programs equal to prescription plan now in effect. Any new prescription program must receive the approval of the Municipal Employees Association and the City of Geneva.

**Buy-out, Switching and Shared Savings Procedures**

Employees who are eligible to be enrolled in the City's health plan may be eligible for shared savings payment from the City if they choose to be fully covered under their spouse, parent or domestic partners insurance plan.

Note that the only exception to eligibility is where spouses/domestic partner/dependents are also employed by the City of Geneva. The City prohibits duplicate insurance coverage and benefits that would be derived from such a situation. This buy-out option is subject to the following conditions:

- A. In order for an employee to receive compensation in lieu of City-provided health insurance, the employee must be fully covered by alternative health insurance coverage and provide evidence of that coverage.
- B. Notification to take the buy-out option and copy of alternative coverage must be made in writing to the City Human Resource Office and will become effective when coverage under the spouse's plan is in force.

- C. The City pays this benefit once per year in December. The benefit will be prorated based on the first full month without City medical health coverage after hire or qualifying event. Contact the Human Resources Department should you have questions.
- D. The amount of the payment will be capped at the following amounts:
  - i. \$3,000 for single buy-out
  - ii. \$6,000 for a family plan buy-out.

Each employee must notify the Human Resource Office in writing by January 1st each year with one (1) option only:

- 1. Receive payroll check-one payment in December
  - 2. Place the funds in Deferred Compensation.
- E. If the employee, 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 chooses to pick up coverage premature of his/her anniversary date, then they will receive only the prorated benefit by month without coverage.
- G. An employee has the right to renew health care coverage at open enrollment-January 1st of each year, even if he/she opted out of coverage for more than twelve (12) months.

#### **Health Insurance Consortium**

The parties agree to cooperate in efforts to control health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance plan. Any changes to the collective bargaining agreement shall be by mutual consent.

#### **Flexible Spending Plan**

The City of Geneva will establish a flexible spending plan for all interested City employees. The Flexible Spending Plan does not require additional City contributions. It allows employees to pay for certain expenses on a tax advantaged basis. It will allow the employee to pay his/her share of health insurance premiums, dependent care costs and other medical or dental costs with pre-tax dollars. The limits shall be the maximum allowed by law.

#### **Domestic Partnership**

"Domestic partner" as used in this Agreement means a person engaged in a domestic partnership with an employee. "Domestic partnership" is defined as a committed relationship comparable to marriage between two adults, of the opposite sex or same sex, in which the partners:

- Are each other's sole domestic partner and intend to remain so indefinitely;
- Maintain a common residence, and intend to continue to do so;
- Are at least 18 years of age and mentally competent to consent to a contract;
- Share responsibility for a significant measure of each other's financial obligations;
- Are not married or joined in a civil union to anyone else;
- Are not a domestic partner of anyone else;

- Are not related in a way that would prohibit legal marriage in New York State;
- Have maintained this relationship continuously, as described above, for a period of at least 6 months; and
- Have certified in writing to the City prior to any claim for benefit(s) under this Agreement that they are in a domestic partnership as described above and understand that any willful misrepresentations regarding the relationship may lead to disciplinary action up to and including termination of employment.

Any employee who files a domestic partnership certification with the city must also provide prompt written notice to the City in the event the domestic partnership ends. Such certifications and notices shall be provided to the City's Human Resources department.

## ARTICLE VII (7): VACATION SCHEDULE

**Definition of Vacation Leave:** Vacation leave allows an employee the opportunity to take leave as needed, traditionally on a planned basis. In order to receive vacation leave, the Supervisor must be notified in advance of the leave request. This notification should be provided at a minimum of two weeks prior.

Vacation leave accruals may be used in half day increments.

Vacation days are an accrued benefit and shall be calculated on a calendar year basis, except for the new hires first year is prorated as noted below.

	Hours (35)	Hours (40)
Start Date to December 31 Year Hired*	35	40
January 1 <sup>st</sup> following date of hire through year 4	70	80
5-12 years	119	136
13-19 Years	154	176
20-27 Years	189	216
28 Years and over (1 day for each additional year)	189 hours + 7 hours per year (for 35 hour)	
	216 hours + 8 hours per year (for 40 hours)	

- Vacation leave accruals may be used in half (½) Day increments

NOTE: To compute vacation eligibility on a calendar year basis, take the year of hire and add years of service. (Example: year of hire + 5 years for 3 weeks vacation)

\* New hire calculation: prorate vacation at one half-day (1/2 day-3.5 hours) per month if start before 15<sup>th</sup> of each month, then January 1 of each year, employee would receive vacation time on a calendar basis per the chart.

Example: start date: August 5, 2005...vacation prorated as 2.5 days (17.5 hours), then January 1, 2006 to December 31, 2009.....2 weeks (70 hours) for the calendar year, January 1, 2010—3 weeks

The City will automatically rollover up to 10 unused vacation days at the end of each calendar year. All requests for buy-back of unused vacation time must be in writing and submitted no later than November 15 of each

contract year. If an employee is eligible for three (3) weeks' vacation based on criteria stated in Article VII – Vacation Schedule, then a maximum of ten (10) days of unused vacation days can be used as buyback or will automatically rollover, but must be used within that year.

If an employee is eligible for two (2) weeks' vacation based on criteria stated in Article VII – Vacation Schedule, then a maximum of five (5) days of unused vacation days will be automatically rolled over. All requests for buyback of unused vacation time must be in writing and submitted no later than November 15 of each contract year. A maximum of five (5) unused vacation days may be used as a rollover to the following year, but must be used within that year.

## ARTICLE VIII (8): HOLIDAYS

The City will provide thirteen full day holidays and three half day holidays and one floating holiday as follows:

½ Day before New Years	Juneteenth	Day After Thanksgiving
New Years Day	Independence Day	½ Day before Christmas
Martin Luther King Day	Labor Day	Christmas
Presidents Day	Indigenous Peoples Day	Day after Christmas
½ Day Good Friday	Veteran's Day	
Memorial Day	Thanksgiving Day	

In order to be eligible for payment for a holiday, the employee must work his/her scheduled workday immediately preceding the holiday and his/her scheduled workday immediately succeeding the holiday unless the employee received advance authorization from the City for the absence, or the employee submits a medical statement from their doctor.

In the event an employee is scheduled to work on a designated holiday as described above, the employee will receive a floating holiday in lieu of such designated holiday. Such floating holidays must be used within the same calendar year in which they are provided except that a maximum of two (2) floating holidays may be carried over into the next calendar year for use during that year. When an employee utilizes a floating holiday, the employee will be paid at his/her regular hourly rate of pay.

## ARTICLE IX (9): SICK LEAVE

**Definition of Sick Leave:** Sick leave is to support the employee in times of illness or medical needs. In order to receive sick leave, the Supervisor must be notified one hour prior to the start of the work day

Sick leave accruals may be used in fifteen (15) minute increments

All employees covered by this Agreement shall accumulate one sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of three hundred and fifteen (315) days toward retirement. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. In order to receive sick leave, the Employer must be notified before start of the work day if using full day or requests will be made by the employee to the direct supervisor and/or department head as soon as possible in the case of an emergency.

Serious illness of a husband, wife, child or other dependent, may warrant use of sick leave by an employee, with the approval of the immediate supervisor or his/her designee. An employee may use up to three (3) days of

Sick Leave accruals for family illness. Sick leave under this provision will not be unreasonably denied.

Employees who retire from the City and receive benefits under the Retirement System for normal or disability retirement or upon death when employee meets the following criteria noted below:

Sick Leave upon Retirement (for employees hired prior to January 1, 2021)

Employees who directly retire from City employment under the rules of the New York State and Local Retirement System shall be eligible for payment of accrued, unused sick leave as provided herein if they meet each and every eligibility requirement set forth below.

Eligibility requirements:

- The employee has worked on a full-time basis for at least ten (10) consecutive years without a break in service.
- The employee has in the employee's sick leave account on the last day of employment at least fifty (50) or seventy-five (75) days, as applicable, of accrued, unused sick leave.
- The employee's termination of employment falls within one of the following circumstances:
  - Circumstance A: The employee provides irrevocable written notice to the City Manager, with a copy to the Director of Human Resources, no later than July 1 of the employee's intention to retire on a specified date in the following calendar year;
  - Circumstance B: The employee provides irrevocable written notice to the City Manager, with a copy to the Director of Human Resources, of the employee's intention to retire on a specified date following approval of the employee's disability or accidental retirement request to the New York State and Local Retirement System;
  - Circumstance C: The employee provides irrevocable written notice to the City Manager, with a copy to the Director of Human Resources, of the employee's intention to retire directly from the employee's City employment on a specific date under the rules of the New York State and Local Retirement System under circumstances other than those described in Circumstance A or B; or
  - Circumstance D: The employee dies in service.

Payments will be made to eligible employees in accordance with the following table for those employees who do not apply accrued unused sick leave toward their retirement service credit under 41-j:

Date of Hire	Years of Continuous Full-time Service	Days of Accrued, Unused Sick Leave	Circumstance Category	Sick Leave Days 1-100	Sick Leave Days 101-200	Sick Leave Days 201-260	Sick Leave Days 261- 285	Sick Leave Days 286-315
On or before 1/1/2021	20 or more	50 or more	A, B, and D	Paid at \$35.00 per day	Paid at \$60.00 per day	Paid at \$85.00 per day	Paid at \$85.00 per day	Paid at \$85.00 per day
On or before 1/1/2021	20 or more	50 or more	C	Paid at \$35.00 per day	Paid at \$60.00 per day	Paid at \$85.00 per day	Paid at \$85.00 per day	No pay
On or before 1/1/2021	10 or more	75 or more	A, B, C, and D	Paid at \$25.00 per day	Paid at \$25.00 per day	Paid at \$25.00 per day	Paid at \$25.00 per day	No pay
After 1/1/2021	25 or more	50 or more	A, B, and D	Paid at \$35.00 per day	Paid at \$60.00 per day	Paid at \$85.00 per day	No pay	No pay
After 1/1/2021	25 or more	50 or more	C	Paid at \$35.00 per day	Paid at \$35.00 per day	Paid at \$35.00 per day	No pay	No pay

Payments will be made to eligible employees in accordance with the following table for those employees who do apply accrued unused sick leave toward their retirement service credit under 41-j:

Date of Hire	Years of Continuous Full-time Service	Accrued, unused sick leave before reduction for 41-j use	Circumstance Category	Sick Leave Days after reduction for 41-j use 1-35	Sick Leave Days after reduction for 41-j use 36-135
On or before 1/1/2021	20 or more	50 or more	A and B	Paid at \$60.00 per day	Paid at \$85.00 per day
On or before 1/1/2021	20 or more	50 or more	C	Paid at \$60.00 per day	Paid at \$60.00 per day
On or before 1/1/2021	10 or more	75 or more	A, B, C, and D	Paid at \$25.00 per day	Paid at \$25.00 per day
After 1/1/2021	25 or more	50 or more	C	Paid at \$35.00 per day	Paid at \$35.00 per day
After 1/1/2021	10 or more	75 or more	A, B, C, and D	Paid at \$25.00 per day	Paid at \$25.00 per day

In the event payment is being made in connection with circumstance category C, payment shall be made to the employee's estate.

If an employee wishes to rescind his/her irrevocable letter of retirement, the employee must make a written request to the City Manager for approval and provide information regarding exceptional circumstances necessitating the revocation. The City Manager shall decide, in his/her sole discretion, whether to grant the request, and the City Manager's decision shall be final and not reviewable under the grievance procedure.

## ARTICLE X (10): PERSONAL LEAVE

**Definition of Personal Leave:** In addition to holidays, vacations, and sick leave employees receive personal leave days for additional leave time. Personal leave days are not accumulated and is a benefit termed "use it or lose it". Requests for personal leave will be made by the employee to the direct supervisor and/or department head at least one hour prior to use in the case of an emergency.

**Personal leave accruals may be used in fifteen (15) minute increments.**

In addition to holidays and vacation schedule, six (6) Personal leave days will be authorized each year of contract. Personal leave days are not accumulated and is a benefit termed "use it or lose it". It is not paid out and cannot be used after the notification to employer for resignations or terminations. For employees with twenty (20) or more years of continuous service, up to six (6) personal days can be converted to sick days at retirement for purposes of final payout. For employees with ten (10) or more years of continuous service, up to three (3) personal days can be converted to sick days at retirement for purposes of final payout. Employee must notify the City by July 1<sup>st</sup> prior to the year of retirement, consistent with the sick leave 41j option to be given for this conversion. Prorate personal days for new hire—one and a half (1.5) days per quarter if hired before the 15<sup>th</sup> of the last month in the quarter. Ability to use personal leave in fifteen (15) minute increments. Document time used on timesheet. Requests for personal leave will be made by the employee to the direct supervisor and/or department head as soon as possible in the case of an emergency.

## ARTICLE XI (11): UNION LEAVE

The Union President or his/her designee shall be allowed twelve (12) days per year with pay to attend Union events; regional meetings, conventions, training sessions, etc. with the stipulation that no more than 5 days in a



row may be used. The President of the Association shall file written notice in the office of the City Manager and department head/supervisor fifteen (15) days prior to the day upon which such leave is to be used and shall specify the name(s) of the members designated, date(s) requested and the location of the function attended. No more than two (2) individuals (who may not be from the same department) may be at any event or activity. This time shall also be applied to Union negotiations, except that the two-person limit shall not apply. All union leave will be recorded on timesheets for recordkeeping.

## **ARTICLE XII (12): DISABILITY INSURANCE**

The City of Geneva will furnish Disability Leave Insurance (DBL) to all members of the bargaining unit computed at statutory limits of insurance.

## **ARTICLE XIII(13): BEREAVEMENT LEAVE**

### **Section 1 – Bereavement Leave**

In the event of a death in the immediate family of the employee, they shall be entitled to three (3) working days with paid bereavement leave to arrange for, attend the funeral and/or burial, and otherwise observe said death. Immediate family shall be deemed to be the employee's husband, wife, significant other, children, step-children, mother, father, step-mother, step-father, brother, sister, grandchild, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

Employees shall be entitled to one (1) day of paid bereavement leave when so required in the event of the death of the employee's aunt, uncle, niece, nephew, and/or first cousin. If any of these five categories of relations is a member of the employee's immediate household at the time of death, said employee shall be entitled to the full three (3) days of bereavement leave. One (1) extra day of paid bereavement leave may be granted by the immediate supervisor, department director, or city manager, in his/her sole discretion for good cause shown.

Bereavement leave is intended to provide employees with time off for bereavement purposes and/or for the purpose of attending official events associated with the death (e.g., calling hours, funerals, burials or interments, memorial services, etc.). Consequently, bereavement leave must be used immediately following the family member's death and/or at a later date(s) for attendance at an official event associated with the death. Bereavement leave as described in this subsection shall not exceed six (6) days in any calendar year.

Employees shall be granted ½ day of paid bereavement leave when so requested, to act as a Pallbearer or Honorary Pallbearer or to attend the funeral of a friend or neighbor unless the funeral location is more than twenty-five (25) miles from the closest City of Geneva border in which case one (1) day of paid bereavement leave will be provided upon request. Such leave shall be limited to one (1) occasion per calendar year.

The City may require the employee to produce proof of death and/or related events as a condition of the provision of paid bereavement leave.

## **ARTICLE XIV (14): GRIEVANCE PROCEDURES**

### **Discharge and Discipline**

- (a) The Employer agrees that upon the discharge or discipline of employee, to notify the President of the local Union in writing within three (3) working days of any action taken in discharging or disciplining said employee.

- (b) Except for fraud or any felony where the statute of limitations has not expired, an employee shall not be disciplined for acts which occurred more than six months (6 months) prior to the imposition of the discipline, unless discovered more than ninety (90) days after its occurrence, in which case discipline may be imposed within four (4) months of such discovery.

#### **Disciplinary Action**

- (a) Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedures, including the arbitration step, if necessary.

The Grievance and Arbitration procedures contained in Section 12 of this Agreement are the exclusive remedies for grieving the discipline and discharge of bargaining unit employees.

- (b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the division, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and steward.

#### **Appeal of Discharge or Discipline**

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the arbitration procedures of this Agreement.

#### **Use of Past Record**

- (a) In imposing any discipline on one or more current charge(s), the Employer will not take into account any prior counseling and/or disciplinary action which occurred more than two (2) years prior to the earliest conduct described in the current charge(s). If after two years no further incidents occur the record is expunged.
- (b) If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### **Grievance Procedures**

An employee with grievance in connection with his/her employment or the Union President with an alleged violation of this agreement, shall present it to the Employer as follows:

Step 1: The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor in writing within ten (10) working days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the steward in writing within three (3) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Department Head of the department to which the employee is associated within seven (7) work days after the supervisor's response is due. The department head shall respond to the Union Steward in writing within five (5) working days after receipt of the grievance.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union President, Union representative, or Union grievance chairperson to the City Manager in writing within seven (7) working days after the response of the Department Head is due. A meeting between at least two (2) representatives of the Union and the City Manager will be arranged to discuss the grievance within five (5) working days from the date the grievance is received by the City Manager.

- a. The Union representatives may meet at a place designated by the Employer, on the Employer's property immediately preceding the meeting with the representatives of the Employer.
- b. The local President, or his representative, shall be allowed time off for his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. Time for investigation is the afternoon of the last working day of the week.

Step 4: If the grievance is still unsettled and the Union feels that the matter should be carried further, it shall be referred to the Union Council. The Council, upon review, may, within thirty (30) days of the City Manager's answer, refer the matter to the New York State Public Relations board for the selection of an impartial arbitrator in accordance with their rules of procedure to be selected by the Union and the Employer to determine the dispute.

- a. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- b. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of the Agreement.
- c. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## **ARTICLE XV (15): CHANGE IN PROCEDURE**

The present rules, regulations, benefits, and practices of the Employer will be continued.

## **ARTICLE XVI (16): NO STRIKE**

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

## **ARTICLE XVII (17): MANAGEMENT RIGHTS**

### **Section 1 - Specific Rights**

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services; and the control of the buildings, real estate, materials, parts, tools, machinery and all

equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations; to determine who may utilize a City vehicle, under what circumstances, the rules and requirements for utilization, and whether access to a City vehicle may be terminated. These rights shall include, but not be limited to, the Employer having sole discretion to determine whether and under what circumstances employees may use City tools, equipment and/or other property for personal use and/or use unrelated to the performance of the employee's City job duties, which shall include the right to exercise the Employer's discretion unilaterally in deciding whether to allow or disallow such use and modify usage rules as it deems appropriate.

## **Section 2 - Generally**

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

## **ARTICLE XVIII (18): WORKING HOURS**

The basic working hours, exclusive of unpaid breaks and overtime, of unit employees is 35 hours per week unless otherwise provided by this agreement. Department Heads, subject to the approval of the City Manager, shall set the work schedule(s) in order to meet operational requirements.

The City will have the option to implement a 37.5-hour work week for some or all bargaining unit employees upon 30 days written notice to the Association and all affected employees. Upon 30 days written notice to the Association, the City may revert back to a 35-hour work week. The implementation of the 37.5-hour work week will result in 2 additional personal days for each impacted employee prorated based upon the duration of the increased work week at a maximum rate of 2 personal days per calendar year.

### **Working Hours: Recreation and Economic Development titles**

The basic work week, exclusive of unpaid meal periods and overtime, for unit employees working in the Recreation and Economic Development departments shall be forty (40) hours and the workweek is flexible based on the nature of the departments' needs for these positions. The workweek will fluctuate based on seasonal demands of the positions and will be scheduled by the Department Head accordingly.

### **Changes to Work Week**

Other changes may be made to work week by separate agreement(s) of the parties.

## **ARTICLE XIX (19): JURY DUTY**

Employees covered by this agreement who are selected for jury duty shall receive paid leave when attendance as a juror is required by the court on a regularly scheduled working day(s) of the employee.

Employees on such leave will remit to the employer all remuneration received for jury duty service, with the exception of monies paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty, as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the employer's judgement, such request is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal

working hours. The employee must return to work upon release from jury duty and must provide documentation of time served. All documentation must be submitted to his/her Department Head.

## **ARTICLE XX (20): TUITION REIMBURSEMENT**

Employees covered by this agreement shall be reimbursed up to five hundred dollars (\$500.00) per year for courses taken and successfully completed at an accredited institution of higher learning. Employees will present the Office of the Comptroller and Personnel Office with a cash receipt and documentation of successful course completion (passing grade). The employee will receive reimbursement no later than thirty (30) days after the required documentation is submitted.

Courses need to be job related and approved by the employee's Department Head and Personnel Office. Disputes concerning this Article can be appealed to the City Manager. Final decision by the City Manager is not grievable.

## **ARTICLE XXI (21): TRANSPORTATION REIMBURSEMENT**

Employees will be reimbursed at the published IRS rate for all City authorized travel, approved by the Department Head or their designee, in their own vehicle. Reimbursement will be provided when all appropriate documentation is provided, including a travel log.

## **ARTICLE XXII (22): SICK BANK (MEA EMPLOYEES ONLY)**

- A. The Sick Leave Bank provision will be managed by an Executive Board member of the Local, who will be appointed, from time to time, by the total Executive Board of AFSCME Local # 1000, CSEA, Geneva Municipal Employees Unit Ontario County Local 835.
- B. When an employee has exhausted his/her sick leave in its entirety and all other forms of paid leave, then and in that event, said employee may then appeal to the Union members for contributions from them.
- C. All contributions by members of this MEA bargaining Unit will be voluntary and confidential. An appeal to the members must also indicate and clearly state the estimated number of sick days that might be required and needed.
- D. The Executive Board member (manager of the bank) will keep a written record of the members contributing and the number of days donated by each member. The time actually used by the requesting employee will be selected at random from those contributing and deducted from their remaining sick time.
- E. The operation and manner in which this provision is utilized is a sole function of the Union Local and as such is not grievable or arbitrable by any employee.
- F. Any and all decisions made by the Executive Board in implementing this provision will be final and also are not subject to a grievance or arbitration.
- G. Irrespective of what request is made by any union member for sick time under this provision, said member cannot assume that his/her request was granted until such time as that member receives written confirmation to that member as to how much time has been donated and which individuals contributed.
- H. Both the Union Local and its member acknowledge that inasmuch as the Employer has not participated in this procedure, neither the Local nor any of its members shall have any redress whatsoever to the Employer as to its implementation.

A memo from the union executive board members will be given to the City Manager once the sick leave bank has approved time for an employee. This will be kept for recordkeeping purposes only.

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

## **ARTICLE XXIII (23): VOLUNTEER FIREFIGHTER**

An employee who is a member of the City of Geneva Fire department may answer a fire call without loss of time or pay. Members of the City of Geneva Fire Department elected to attend a function of the City of Geneva Fire Department, such as conventions or educational conferences, shall be allowed time off without loss of time or pay. The foregoing time shall not be deductible from sick leave or vacation time. Supervisor must be notified prior to leaving work that an employee will be attending a fire call.

## **ARTICLE XXIV (24): SENIORITY, LAYOFF AND RECALL**

### **Section 1 - Application of Article**

The whole of this Article shall apply only to the non-competitive and labor class employees of the City, except as specifically provided in Section 2 of this Article. Seniority for competitive class employees shall be determined according to Civil Service Law. There shall be no seniority among probationary employees. Seniority for employees covered by this Agreement means an employee's length of continuous service with the Employer since his/her last date of hire with the City.

### **Section 2 - Termination of Seniority**

An employee's continuous service and all of his/her seniority rights shall be terminated by any of the following:

1. Voluntary quit;
2. Discharge;
3. Retirement;
4. Failure to report for work three (3) consecutive working days without prior notification to the Employer of reasons for such absence shall be considered a voluntary quit beginning the first day of such absence;
5. Failure to return from an approved leave of absence on the scheduled date of return;
6. Has been laid off for a period of six (6) consecutive calendar months;
7. Has been on a sick leave, paid or unpaid for a period of twelve (12) consecutive calendar months; or
8. Fails to report to work on the agreed date of a recall from layoff.

Items 4, 5 and 7 of this Section shall also apply to employees in the competitive class.

### **Section 3 - Layoff**

In the event that it becomes necessary to lay off employees for any reason, they shall be laid off first in the department to which they are assigned by job title within that department in inverse order of their seniority with the Employer.

### **Section 4 - Recall**

Employees who are laid off from non-competitive or labor class titles shall have their names placed on a contractual preferred list for a period of four years from the date of the layoff. Persons on such lists shall be entitled to recall rights as described herein.

Employees in a layoff status shall be recalled from layoff within their department on the basis of their seniority within their job title. Notice of recall shall be sent to the employee's last known address by certified mail. If the employee fails to notify his department head within five (5) calendar days after receipt of mailing of such notice of recall that he intends to return to work, such employee shall be deemed to have quit. It shall be the laid off employee's obligation to inform the Human Resources Office in writing of any address changes during the term of the preferred list. Failure to deliver the notice of recall because of an employee's failure to notify the Human Resources Office of an address change or due to the employee failing to accept the mailing shall relieve the Employer of any obligation to recall the employee.

After giving such notice of intent to return, if the employee fails to be available within ten (10) calendar days after the mailing of such recall notice such employee shall be deemed to have quit.

The provisions of the above paragraph shall apply unless the Employer and the employee have agreed upon a date for return to work at the time the layoff occurred. In that event the employee, if he/she fails to report to work on such agreed date, shall be deemed to have quit.

No new employees shall be hired into a job title until all employees who are on layoff status from that job title have been offered recall.

#### **Section 5 - Seniority for Same Date Hires**

If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the last four (4) digits of their social security numbers, with the lowest number indicating the highest level of seniority.

#### **Section 6 – Wages and Benefits for Persons Rehired Following Lay Off**

Employees who are laid off from this bargaining unit by the Employer and who are subsequently rehired to this bargaining unit within a four-year period shall be entitled to the following treatment upon rehire:

- a. Date of Hire. The date of hire shall be the date of hire used for the employee by the Employer immediately preceding his/her lay off. This date shall be the employee's seniority date and shall be used for the calculation of wages and benefits.
- b. Probationary Period. For competitive class employees, the probationary period shall be as provided by Civil Service Law. For all other employees, the probationary period shall be as defined by this agreement. If the employee successfully completed probation prior to his/her lay off, no further probationary period shall be required. If the employee did not successfully complete probation prior to his/her lay off, the employee must serve a probationary period.
- c. Sick Leave. If the employee had sick time in his/her accrual account prior to lay off, such time shall be reinstated to him/her.
- d. Personal Leave. Prorated personal leave time shall be accrued on January 1<sup>st</sup>.<sup>1</sup>

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<sup>1</sup>Proration of benefits shall be calculated as follows:

Number of calendar days on payroll during the year divided by 365 = Percentage of year worked  
Percentage of year worked x Normal benefit hours = Prorated benefit hours

- e. Floating Holidays. Floating holidays will be accrued on January 1.
- f. Vacation. Prorated vacation will be accrued on the employee's anniversary date.
- g. Health Insurance. If the employee was eligible for health insurance benefits prior to lay off, the employee will be eligible after rehire on the first of the month following one full month of employment, or at an earlier date if necessary in order to avoid possible Affordable Care Act penalties associated with the failure to offer coverage. If the employee was not eligible for health insurance benefits prior to lay off, the employee will be eligible for health insurance after rehire as provided by this agreement for new employees. The employee's contribution level toward the cost of insurance shall be based upon his/her date of hire as described in paragraph a of this section.
- h. Wages. If the employee is rehired to a title having the same grade as held immediately prior to the layoff, the employee's wage will be at the same grade and step held immediately prior to lay off. If the employee is rehired to a title having a different grade from the position held immediately prior to lay off, the employee's wage will be calculated using the promotion/demotion wage provisions of this agreement. The "current" wage used in these calculations shall be the wage which is at the same grade and step as held immediately prior to the layoff. Longevities will be calculated based upon the date of hire.

## **ARTICLE XXV (25): POLICY AND PROCEDURES MANUAL**

The parties agree to cooperate in efforts to adopt a City of Geneva Policy and Procedure manual and shall work together in a good faith effort to discuss a variety of topics such as, but not limited to, Drug and Alcohol testing, Nepotism, Code of Ethics, Workplace Violence and Technology policies and adopt Ontario County Civil Service Rules. Any changes to the collective bargaining agreement shall be by mutual consent.

## **ARTICLE XXVI (26): DRUG AND ALCOHOL POLICY**

The City and Union will work together to update and adopt a revised Drug and Alcohol testing program by December 31, 2024.

## **ARTICLE XXVII (27): CLOTHING ALLOWANCE**

The City and CSEA will mutually select a vendor for each Code Enforcement Officer to receive \$150.00 to purchase work clothing each year of the contract.



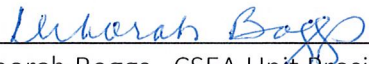
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers the day and year first written above.

For: City of Geneva

By   
Amie M. Hendrix, City Manager

6-18-24  
Date

For: The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Ontario County Local 835 City of Geneva Municipal Employees Association

By   
Deborah Boggs, CSEA Unit President

6/24/24  
Date

By   
Paul Peters, CSEA Labor Relations Specialist

JUNE 24, 2024  
Date

**Attachment A:**  
**City of Geneva Attestation of Domestic Partnership**

I, \_\_\_\_\_, and \_\_\_\_\_, are currently sharing a primary residence and intend to do so indefinitely at:

Street: \_\_\_\_\_ Apt: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

We affirm that the effective date of this domestic partnership is: \_\_\_\_\_.

- We are not married to anyone
- We are at least eighteen years of age
- We are not related by blood close than would bar marriage in the State of New York and are competent to enter into a contract.
- We are each other's sole domestic partner and intend to remain so indefinitely.
- We are in a relationship of mutual support, caring, and commitment and are responsible for each other's welfare.
- We agree to notify the City of Geneva if there is any change of circumstance attested to in this affidavit with thirty (30) days of such change by filing an amended Affidavit or State of Termination of Domestic Partnership to Human Resources.
- After such termination we understand that another Affidavit of Domestic Partnership can not be filed until three (3) months after a statement of termination of the previous partnership has been filed to the City.
- We understand that any persons/employer/company who suffer any loss because of a false statement contained in an Affidavit of Domestic Partnership may bring a civil action against us to recover their losses, including reasonable attorney fees.

We hereby certify under penalty of perjury under the laws of the State of New York that the statements above are true and correct.

Name (Print) \_\_\_\_\_ Name: (Print) \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

**Attachment B:  
RESOLUTIONS RELATED TO HEALTH INSURANCE**

**RESOLUTION # 9**

**RESOLUTION AUTHORIZING VESTING OF HEALTH INSURANCE  
COVERAGE FOR FORMER AND RETIRED CITY EMPLOYEES**

Whereas, The City Council believes it is appropriate and proper that a statement of Council's intent be set forth on the record to clarify the City's position with regard to medical health insurance coverage for former employees who have left the service of the City and retirees of the City of Geneva prior to the date of this resolution, and

Whereas, the City Council of the City of Geneva wishes to express its gratitude to all City of Geneva retirees for their many years of service to this community, and

Whereas, questions have been raised relating to the City's practice of providing health insurance coverage for City employees upon retirement or termination of employment, and

Whereas, a review of City records reflect an absence of any written documentation or explanation with respect to the scope of the City's practice in regard to eligibility requirements for medical insurance for employees who have left the employment of the City or retired.

Now, Therefore, Be It Resolved by the City Council of the City of Geneva, New York, that it is the City Council's intent to provide vested benefits for medical insurance coverage for elected, appointed and full- and part-time City employees with at least 10 years service with the City of Geneva, who left the City's employ prior to December 1, 1993, and for those full-time and certain part-time City employees who have retired and collected retirement benefits pursuant to their enrollment in a New York State Retirement System program prior to the date of this resolution, and

Further Be It Resolved that the City of Geneva shall provide coverage for said medical insurance premiums of Blue Choice Extended at a rate commensurate with the then current rate, unless amended by subsequent resolution of City Council, and


Further Be It Resolved that when a retiree is over 65 years of age the insurance coverage will be through the Blue Cross Complimentary coverage at the then current rate, unless amended by subsequent resolution of City Council, and

Further Be It Resolved that payment for the cost of said coverage in excess of the 1999 insurance premium level shall be borne by the former employee or retiree if not increased by subsequent resolution of the City Council.

STATE OF NEW YORK)  
COUNTY OF ONTARIO)     SS:

I, Margaret A. Cass, City Clerk of the City of Geneva, New York, do hereby certify the foregoing to be a true and complete copy of an original resolution on file in the City Clerk's Office, which said original was adopted at a Regularly Scheduled Special Meeting of the Geneva City Council on November 17, 1998.

Dated: November 18, 1998

  
City Clerk

## RESOLUTION # 1

### RESOLUTION ADOPTING THE HEALTH CARE ADDENDUM FOR NON-REPRESENTED/MANAGEMENT EMPLOYEES

WHEREAS, the New York State Court of Appeals has opined in the matter of *Aeneas McDonald Police Benevolent Association Inc. v. the City of Geneva* that there is no legal impediment to the City's prerogative to unilaterally alter the health care benefits offered to its retirees; and

WHEREAS, the Non-Represented/Management employees of the City of Geneva do not currently have a vested right to health care insurance upon retirement that requires any monetary contribution by the City; and

WHEREAS, the City Manager is proposing vesting the Non-Represented/Management group with vested health care insurance into retirement in accordance with provisions contained with the "Health Care Addendum for Non-Represented Management Employees";

NOW, THEREFORE, BE IT RESOLVED; by the City Council of the City of Geneva, New York that the Health Care Addendum for the City's Non-Represented/Management employees as described in the attached memorandum be adopted.

*Adopted*  
*12/15/98*

## Attachment to Council Resolution # 1, December 15, 1998

TO: Mayor Wisor and City Council  
FROM: Sandy Miller *SM*  
DATE: Revised 12/15/98  
RE: Health Insurance Changeover for Employees and Retirees

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### *General:*

This memorandum revises the proposal presented to City Council on November 17<sup>th</sup>. This revised document makes this proposal consistent with the provisions of the Resolution as adopted on November 17, 1998 by City Council, covering health insurance benefits for retirees of the City of Geneva. Management employees' base plan would be changed from Blue Million (hereafter "Million") to Blue Choice Extended (hereafter "Choice"). Some of the savings realized by the City by this switch would be given back to employees in exchange for vesting of health insurance benefits upon retirement. The second would express City Council's intent to establish a vested right for retirees who receive health insurance from the city.

### Synopsis of Current Situation

- As affirmed by the New York State's Court of Appeals, City Council has a unilateral right to modify the health insurance coverage of retirees, regardless of age, status or unit, since there are no contractual or vested health insurance benefits enjoyed by retirees. The unilateral right of the City is unrestricted; that is, the modification could be anywhere along the spectrum of full to zero health insurance benefits' payment.
- The purpose of the change is to save City taxpayers substantial funds annually while providing good health insurance to existing employees, and those employees who retire, through Choice. Given the higher rate of cost increases of Million versus Choice, the amount saved by the City taxpayers will escalate over time.
- The Council's (and administration's) intent is to preserve employees health insurance benefits while they are employed with the city and when they retire after an appropriate length of service. It is timely for the City to initiate protections for retiree health insurance benefits as well as for current employees.

### Management (non-represented) Employees

1. The resolution would modify the benefits program for Management and Non-represented Employees' to reflect the switch in health insurance plans from Million to Choice. This change would be consistent with the Council resolution adopted November 17, 1998 for employees of the City of Geneva who were retired as of that date.

2. City Council would explicitly, through resolution, vest current management employees with the right to receive this health insurance, or a comparable plan, in their retirement as further defined below and in a manner consistent with the November 17, 1998 resolution vesting health insurance benefits for retirees.
3. Vestment would occur after 20 years of service as a management or non-represented employee. For those employees who are not management, but become management, combined years of service to be vested would be 20 years. [Example: "Jack" works for ten years as a union/association member; he then receives a promotion to a management, non-represented, position, where he works for five more years before retiring. Jack would be vested for purposes of receiving the health benefits into retirement.]
4. An additional 1% would be added to the base pay of the management/non-represented employees, effective January 1, 1999, when the switch in health insurance plans takes effect.
5. Management and non-represented employees hired after 1/1/94 are currently required to contribute 50% of the cost of the health insurance plan during the first five years of employment and 25% thereafter. This plan modifies those percentages as follows: Employee matching contributions would be changed to 40% for the first 3 years, 30% for the 4<sup>th</sup> and 5<sup>th</sup> years of employment and 20% indefinitely thereafter. These percentages are calculated against the base plan coverage that the employee is entitled to receive.
6. The vested right would be modified in accordance with the November 17, 1998 resolution passed by City Council for retiree health insurance rights.
7. If the management employee moves out of the area, then an amount equal to the premium the city would have paid on behalf of the employee would be reimbursed by the City against the employee's cost of health insurance at that out-of-area location, upon proof of insurance costs.
8. The vested right given the employee is based upon the category and type of insurance he/she was eligible for. That is, if the employee was eligible for family coverage in Choice, but chose a less expensive single person coverage, the vested right is in Choice family coverage.
9. City Council would reserve the right to establish, at any time, a new "floor" contribution cost. Absent such action, the City would pay increases in the cost of the health insurance premium. Other provisions for current employees that relate to the health insurance program, such as the switching or buy-out provisions would be indexed against the cost of Choice.
10. Should any employee wish to remain with Million (or switch to Million), that right would exist, provided the employee pays the difference between the City's Choice cost for that employee and the then current cost of the Million coverage. This right would also redound to the employee during retirement, provided the service time provision required for vesting is met.

11. If a management/non-represented employee (or retiree) chooses a local insurance program that is less expensive than the amount of Choice, the city will pay the cost of that insurance alternative subject to the employee's (or retiree's) benefit level and matching or co-pay status.
12. Council is offering retirees the right to switch to Blue Cross Complimentary coverage when they reach the age of 65.
13. All retirees who find other employment wherein the new employer offers health insurance to the retiree shall not be eligible to participate in the City retiree health insurance program until such time as they are no longer working in a situation where health insurance is provided. When health insurance is no longer available due to a change in employment status, the retiree would have the right to opt back into the City plan, without any loss of benefits, as described herein, at the next available election date.
14. If a retiree has a spouse who also works for the City, then there shall only be one health insurance benefit provided. Retirees would be required to certify their status.

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**NOTE:** None of the above provisions are retroactive. They would all take effect January 1, 1999 in accordance with a resolution under consideration by the Geneva City Council.

**RESOLUTION # 4**

**RESOLUTION CLARIFYING THE VESTING OF HEALTH INSURANCE  
COVERAGE FOR FORMER AND RETIRED CITY EMPLOYEES**

**Whereas, The City Council believes it is appropriate and proper that a statement of Council's intent be set forth on the record to clarify the City's position with regard to medical health insurance coverage for former employees who have left the service of the City and retirees of the City of Geneva prior to the date of this resolution, and**

**Whereas, the City Council of the City of Geneva wishes to express its gratitude to all City of Geneva retirees for their many years of service to this community, and**

**Whereas, questions have been raised relating to the City's practice of providing health insurance coverage for City employees upon retirement or termination of employment, and**

**Whereas, a review of City records reflect an absence of any written documentation or explanation with respect to the scope of the City's practice in regard to eligibility requirements for medical insurance for employees who have left the employment of the City or retired.**

**Now, Therefore, Be It Resolved by the City Council of the City of Geneva, New York, that it is the City Council's intent to provide vested benefits for medical insurance coverage for elected, appointed and full- and part-time City employees with at least 10 years service with the City of Geneva, who left the City's employ prior to December 1, 1993, and for those full-time and certain part-time City employees who have retired and collected retirement benefits pursuant to their enrollment in a New York State Retirement System program prior to the date of this resolution, and**

**Further Be It Resolved that the City of Geneva shall provide coverage for said medical insurance premiums of Blue Choice Extended at a rate commensurate with the then current rate, unless amended by subsequent resolution of City Council, and**

**Further Be It Resolved that when a retiree is over 65 years of age the insurance coverage will be through the Blue Cross Complimentary coverage at the then current rate, unless amended by subsequent resolution of City Council.**

STATE OF NEW YORK)  
COUNTY OF ONTARIO)      SS:

I, Margaret A. Cass, City Clerk of the City of Geneva, New York, do hereby certify the foregoing to be a true and complete copy of an original resolution on file in the City Clerk's Office, which said original was adopted at the Regular Meeting of the Geneva City Council held on February 3, 1999.

Dated: February 4, 1999

  
City Clerk



Attachment C:  
STEPS AS OF JANUARY 1, 2024

Salary Scale of MEU Associated Employees  
As of January 1, 2024

last_name	first_name	title	salary_wage	step
ALAIMO	ANNE	ADMINISTRATIVE AIDE	30.45	7
BENJAMIN	KEVIN	CODE ENFORCEMENT OFFICER	30.95	3
BOGGS	DEBORAH	FINANCE CLERK II	31.82	7
FENNER	KYLE	CODE ENFORCEMENT OFFICER	29.11	1
HIGGINS	HAILEA	FINANCE CLERK II	24.29	1
JEAN	ALICIA	DEPUTY CITY CLERK	33.26	7
KARLSEN	LAUREN	ADMINISTRATIVE AIDE	30.45	7
KELLY	BRIAN	CODE ENFORCEMENT OFFICER	37.31	7
LAVOIE	JACQUELINE	ADMINISTRATIVE AIDE	30.45	7
OSTERHOUT	AMY	RECREATION SUPERVISOR	19.83	2
PALMIERI	AARON	RECREATION MAINTENANCE MECHANIC	23.23	3
PARROTTA	SHANNON	ADMINISTRATIVE AIDE	27.64	6
SHANE	TAYLOR	ADMINISTRATIVE AIDE	26.50	5
TONER	ELIZABETH	SPECIAL EVENTS COORDINATOR	29.96	7
WRIGHT	KARI	SENIOR ACCOUNT CLERK	31.82	7