

**2024-2027**

**CITY OF GENEVA**

**AND**

**TEAMSTERS LOCAL 118  
COMMAND OFFICERS**

**FOUR YEAR CONTRACT**

January 1, 2024 to December 31, 2027



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**2024-2027**  
**AGREEMENT BETWEEN**  
**CITY OF GENEVA AND TEAMSTERS LOCAL 118- COMMAND OFFICERS**

AGREEMENT, made this 6<sup>th</sup> day of January 2024 by and between the CITY OF GENEVA, hereinafter designated as the "Employer" and the TEAMSTERS LOCAL 118, COMMAND OFFICERS, hereinafter designated as the "UNION".

**ARTICLE I (1)**

**APPLICABLE LAW**

The New York State Civil Service Law and the Local laws of the City of Geneva shall govern the terms and provisions of this Agreement, except as expressly otherwise provided.

**ARTICLE II (2)**

**RECOGNITION**

**SECTION 1**

The Employer recognizes the Union as the sole and exclusive representative for all the employees in the unit described in Article III.

**SECTION 2.**

The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article III, for the purpose of Collective Negotiations and Grievances from the 1st day of January 2024 to the 31st day of December 2027.

**SECTION 3.**

The Union affirms it will not strike against the Employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

**ARTICLE III (3)**

**COLLECTIVE NEGOTIATING UNIT**

The City hereby recognizes Teamsters Local 118, Command Officers (hereinafter the "Union"), as the sole and exclusive negotiating agent for all full-time, non-temporary and non-seasonal employees holding any of the following titles: Sergeants and Lieutenants of the Police Department of the City of Geneva. A description of job titles and salary ranges for each title is annexed under Article IV.

**ARTICLE IV (4)****SALARY**

Wage increases will be as follows:

Year	Sgt.	Lt.
<b>2024</b>	<b>3.5%</b>	<b>4.76%</b>
<b>2025</b>	<b>3.5%</b>	<b>4.45%</b>
<b>2026</b>	<b>4%</b>	<b>4%</b>
<b>2027</b>	<b>4%</b>	<b>4%</b>

Command Officer Stipend to be certified by the Uniform Lieutenant to the Comptroller's Office and paid out first payroll in January of each contract year as follows:

- 2024: \$5,750
- 2025: \$6,000
- 2026: \$6,250
- 2027: \$6,500

\*Prorated if promoted or hired from outside the Command Unit.

Each employee covered by this Agreement who is still on the active payroll of the City as of the beginning of the first full payroll period following ratification of this Agreement by the City Council, or who retired directly from active City service into the New York State and Local Police and Fire Retirement System on or after January 1, 2024, or who died in active service to the City on or after January 1, 2024, shall receive a retroactive payment computed upon the difference between his/her base salary level(s) effective December 31, 2023 and his/her new base salary level(s) effective January 1, 2024 and thereafter, and the amount previously received for those hours or periods actually compensated, including overtime, if any, running from January 1, 2024 to the time when the new 2024-base salary adjustments under this Agreement are implemented.

The pay for the Commissioned Officer of the UNION for the year starting January 1, 2024 shall be as follows:

<b>2024</b>		
	Step 4	Step 5
Sergeant	\$86,616	\$92,010
Lieutenant	\$94,764	\$100,293
<b>2025</b>		
Sergeant	\$89,648	\$95,230
Lieutenant	\$98,981	\$104,756
<b>2026</b>		
Sergeant	\$93,234	\$99,039
Lieutenant	\$102,940	\$108,946
<b>2027</b>		
Sergeant	\$96,963	\$103,001
Lieutenant	\$107,057	\$113,304

The City will pay out overtime at each payroll.

The City will pay an additional \$100.00 per day of each day for the period of worked time a Command Officer serves as Acting Chief in the event of the Police Chief's absence.

## **ARTICLE V (5)**

## **LONGEVITY**

The longevity feature of the pay plan of the Employer shall be as follows, and shall be paid on or before the first day of December each year:

5 - 9 years	\$ 350.00
10 - 14 years	\$ 650.00
15 - 19 years	\$ 850.00
20 - 25 years	\$1,150.00
Each year over 25	\$1,150.00 + \$50.00

EXAMPLE: 26 years: \$1,150 plus \$50 = \$1200; 30 years: \$1,150 plus \$250 = \$1400

## **ARTICLE VI (6)**

## **SHIFT DIFFERENTIAL**

Effective January 1, 2024 through December 31, 2027, the following Shift Differential Pay Policy is hereby established:

- A. 3:00 p.m. to 11:00 p.m. shift – 4.5% of Base Salary
- B. 8:00 p.m. to 4:00 a.m. shift – 5.5% of Base Salary
- C. 11:00 p.m. to 7:00 a.m. shift – 6.5% of Base Salary

The City and Command Officers agree to sunset this item. Re-opener only if there is a change to shift differential in the Police Officers contract.

## **ARTICLE VII (7)**

## **RETIREMENT PLAN**

The City agrees to continue to provide the benefits of the 20-year Section 384(d) retirement plan through the New York State Police and Fire Retirement System, as well as the one-year final average salary option under Section 302(9)(d) of the New York State Retirement and Social Security Law, and the Section 360-b Guaranteed Ordinary Death Benefit, for those eligible members of the bargaining unit, as appropriate based on the employee's individual status. Notwithstanding the above, the city and the Teamsters understand that Tiers 5 and 6 of the New York State Police and Fire Retirement System have been implemented for those employees with Retirement System membership dates occurring on or after January 9, 2010. Additional Tiers, if any, that may be mandated by State legislation for this bargaining unit shall also be implemented.

**ARTICLE VIII (8)****WORK DAY, WORK WEEK**

1. The parties mutually agree to the procedures, rules and regulations presently in existence within the Police Department pertaining to the Work Day and Work Week for Sergeants only.
  - a. If a Command Officer is assigned as Night Supervisor, they will work 7:00 p.m. to 3:00 a.m. or 8:00 p.m. to 4:00 a.m. Days off will be assigned by the Chief of Police or his/her designee.
2. In addition, the following pay allowances shall be made:
  - a. Time and one half pay for off-duty officer called for court work. Minimum of three (3) hours will be paid.
  - b. Time and one-half pay based on hourly rate will be paid for off-duty officer for time authorized when called before grand jury.
  - c. Time and one-half pay when called in by superior officers for parades, demonstrations or emergencies with a minimum of four hours regular pay guaranteed.
  - d. Overtime shall be paid to each employee covered under this agreement at the rate of time and one-half the employee's regular hourly rate for all time worked over the regular eight-hour tour of duty for the purpose of completion of reports, investigations or parades, demonstrations or emergencies. Overtime does not apply in any circumstances for the officer serving in command of the Police Department as designated by the Chief of Police during the absence of the Chief of Police.
  - e. When a member of the Union reports to an emergency call without being called out or assists an officer on the street in an emergency situation while off duty shall be compensated at a rate of time and one-half for the period of time involved providing such claim of compensation is approved by the Chief of Police.
  - f. Work Day, Work Week. "The Police Chief may change the normal work week shift assignment with a seven (7) day notice or in case of emergency".
3. Shifts shall be selected based upon seniority on an annual basis based on date of rank as a command officer.

**ARTICLE IX (9) CLOTHING ALLOWANCE & EQUIPMENT PAYMENT**

An amount of \$1,000.00 will be paid out each year of the contract to each command officer in the month of January of each contract year.

**ARTICLE X (10)****HOLIDAYS, VACATIONS AND SICK LEAVE**

The parties mutually agree to the procedures, rules and regulations presently governing holidays and

sick leave.

### **Holidays**

The paid holidays will total 112 hours per year. Holidays will be taken over a 50 week period excluding the last two weeks of December.

A maximum of one hundred and twelve (112) holiday hours (14 Holidays) to be credited by pay to an employee who has accrued such number. Holidays can be taken in  $\frac{1}{4}$  hour increments. Holiday payout will be the first pay period in November. Any employee desiring such pay must submit a written notice no later than October 15<sup>th</sup> of each contract year, indicating the number of holidays to be paid out for the contract year. An employee shall not be permitted more than three (3) holidays off between November 15 and December 17 each contract year.

An employee who works on Thanksgiving Day and/or Christmas Day shall be paid at the rate of time and one-half his/her regular pay for all hours actually worked. If scheduled to work on Easter Sunday, employee will receive one-half (1.5) times his/her normal hourly salary. Pay for such accrued holidays will be received by the employee on or before December 1 of the current calendar year.

For Sergeants, providing sufficient manpower is available, and both Sergeants are working, one of the Sergeants shall have the opportunity to take a holiday for that day.

### **Vacation**

Vacations will be allowed over 52 weeks as authorized by the Chief of Police. The vacation schedule will be as follows effective January 1, 2019 for the contract years 2019-2023.

<b><u>SERVICE</u></b>	<b><u>VACATION</u></b>
0 - 1 Year	1 Week
2 - 4 Years	2 Weeks
5 - 12 Years	3 Weeks
13 – 19 Years	4 Weeks
20 Years and Over	5 Weeks
25 Years and Over	5 Weeks plus 1 day(max out at 30 years)

A member of the Union will be able to use up to five (5) vacation days on an individual basis. There must be 24 hours notification and the approval of the Chief is required. If the Chief denies such a request, there shall be no recourse on the part of the individual or group to file a grievance, seek arbitration or seek any other remedy in this matter.

### **Vacation Conversion**

The City may, upon written approval of their Department Head or his/her designee, reimburse employees for automatically rollover up to five (5) 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 December 1st of each contract year.

### **Personal Days**

In addition to the vacation schedule, four (4) personal days will be authorized for each calendar year plus one (1) additional personal day provided for perfect attendance from the previous year. In conjunction with the attendance incentive, up to five (5) personal days will be authorized (see language under attendance incentive). The use of this additional personal day would be consistent with current contract language noted in Article X-Attendance Incentive. Personal days will be taken over a 50 week period excluding the last two weeks of December. The employee taking a personal day will notify the desk officer on duty at least 12 hours prior to such leave day.

Employees may elect in writing to the Police Chief and City Comptroller prior to December 1<sup>st</sup> of each year to convert up to four (4) unused personal days may be cashed in at the end of the year. Employees exercising this option shall be paid for the personal leave day conversion with the separate check issued for vacation conversion or with the last paycheck in December.

### **Sick Leave**

Police Command Officers agree to drop the unlimited sick leave provision. For all new officers to the Union after January 1, 1987, sick leave accumulations will be carried forward from the previous service record. For Command Officers under this Union prior to January 1, 1987 and beginning June 1, 1988, the bank of accumulated sick leave will equal the number of years of service times 12 sick leave days less the number of sick leave days actually taken, or 120 days, whichever is greater.

A command officer shall earn four hours paid sick leave for each two week pay period of active service (on active payroll for at least 50% of scheduled working days), not to exceed thirteen (13) days accumulative to a maximum of 285 days, unless noted differently in sick leave upon retirement section.

### **Attendance Incentive**

The attendance incentive shall provide for an annual pay-out for perfect attendance as stated below. This benefit is prorated based on start date and/or retirement/separation of employment for the City.

- 0 Sick Days Used in year--\$1,500.00 plus 1 additional personal day to be banked and used the following year.

The use of this personal day would be consistent with current contract language noted in Article X. (Personal Days). The attendance incentive benefit is prorated based on start date and/or separation of employment from the City.

The year referred to runs from November to November. Each member covered under this contract will receive this incentive pay by the fifteenth (15<sup>th</sup>) day of the proceeding month of December.

### **Sick Leave Upon Retirement (Cash-out)**

Effective January 1, 1993, Officers, who retire from the city and receive benefits under the Retirement System for normal or disability retirement or upon death when Officer has completed 20 years of service payable to his estate, shall receive payment as follows up to a maximum of 285 days unless noted below:

If no notice is given by July 1<sup>st</sup> of the calendar year prior to the command officer's retirement or after the 30 days from the ratification of this contract then the payment shall be as follows:

1-100 days @ \$35.00 per day  
101-200 days @ \$60.00 per day  
201-285 days @ \$85.00 per day

Example: No notice received and command officer has 50 days of sick time. 50 days: 50 x \$35.00; 110 days: 100 x \$35 plus 10 x \$60 with cap of 285 days paid out.

(note: If the City of Geneva is notified in writing by July 1<sup>st</sup> of the calendar year prior to your retirement the City Manager will approve to pay up to a cap of 315 days at \$85 per day.) If an employee contemplates retirement in 2010, the City of Geneva must be notified in writing no later than 30 days from the date of ratification to be eligible for this benefit.

If notice is given by July 1<sup>st</sup> of the calendar year prior to the command officer's retirement or after the 30 days from the ratification of this contract then the payment shall be as follows:

1-100 days @ \$35.00 per day  
101-200 days @ \$60.00 per day  
201-285 days @ \$85.00 per day

Example of days under 285: Notice received and approved by the City Manager and command officer has unused sick days as follows: 50 days: 50 x \$35.00; 110 days: 110 x \$60; 210 days: 210 x \$85 with cap of 315 days paid out.

Example of days over 285: Notice received and approved by the City Manager on or before the July 1<sup>st</sup> date and has unused sick days as follows: Sgt. Smith notifies the City Manager on July 1, 2010 of his intent to retire on February 4, 2011. Sgt. Smith has 300 days at his retirement date and shall be paid 300 days x \$85 with a cap of 315 days paid out.

The officer must have at least 50 sick days accumulated to qualify for this benefit.

Further, for members of this bargaining unit who have at least 200 sick days accumulated, the use of one sick day per year would be "excused" given the provisions of the Sick Leave Incentive.

## **Sick Leave Bank**

A sick leave bank will be established subject to the following: Participating employees will donate one (1) sick leave day per year to the bank.

- a. A committee of five (5) will be called when a written request for sick time is made to the Police Chief and Union within two (2) weeks of request.
- b. The committee will consist of the Police Chief (1); one (1) representative named by the Union; one (1) representative named by the City Manager; two (2) representatives mutually agreed to by the City Manager and the Union.
- c. The committee will act on requests which reflect major sick time loss and will be guided by past history of sick time use.
- d. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.
- e. The vote will be by secret ballot.
- f. The committee's action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.
- g. In cases when a member has used all sick time due to serious illness of reasonable long duration the committee may restore time provided there is a payback provision. The time will be given by the City and a record kept by the Police Chief. The recipient will be required to pay back time on a schedule established by the committee.
- h. All records will be kept by the Police Chief, with a semi-annual accounting made to the Union upon request of the Union.
- i. Copies of each transaction will be presented to all committee members and filed in the Police Chief's office.

## **ARTICLE XI (11)**

## **HEALTH INSURANCE**

### Health Insurance Addendum

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.

#### **A. Health Insurance for Employees**

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, benefit 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.

- a. Employees with twenty years of service with the City are given an irrevocable vested right to receive health insurance in their retirement consistent with their employment, benefit and co-pay status.
- b. Co-pays are as follows:
  - 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 the employee is required to pay through payroll deduction, 20% of the total premium of the base or high deductible family plan.
  - 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 the employee is required to pay through payroll deduction, 20% of the total premium of the family high deductible plan.
  - Employees internally promoted will maintain their health insurance eligibility based upon their initial hire date.
- 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. An HRA will not be available for employees hired after January 1, 2024 wishing to buy up.
- d. 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, but chooses less expensive single person coverage, the vested right is in the base plan family coverage.

## **B. Additional Health Insurance Provisions 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:

- a) For retirees, the City Council will reserve, at any time, the right to establish a new "floor" at a level not less than the City's contribution to retirees' health insurance premiums for the prior year. Absent such action, the City would pay increases in the cost of the health insurance premium

consistent with the above, including any applicable former employee's co-pay requirement. Other provisions for current employees that relate to the health insurance program, such as the switching or buyout provisions would hereafter be indexed against the cost of the base plan offering.

- b) If a retiree chooses a local insurance program that is less expensive than the amount of base plan offering the City will pay the cost of that insurance alternative subject to the retiree benefit level and matching or co-pay status.
- c) Retirees switch to retiree coverage, or an equivalent, when they reach the age of 65. Employees hired after 1/1/04, a comparable product, Single plan. Promoted into the Unit-City health coverage remains the same based on the employee date of hire while employed for City into retirement.
- d) 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 described herein, at the next available election date.
- e) 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.
- f) For the purposes of retiree health coverage, an elected position under the Constitution of the State of New York shall not constitute post-retirement employment by any member of this unit.

#### **Significant Change in Employee Health Insurance**

In the event of a significant change in the base health insurance plan, the City will make all reasonably good faith efforts to identify other plan that are comparable to the base plan and such plans will be offered to the employees. If there is a disagreement regarding this issue, between the City and the employees, this shall be considered to be a re-opener, but only for this issue.

In the event an officer is killed in the line of duty, his or her spouse and eligible children will be covered by all medical insurance until the age of 65 or the spouse remarries (whichever comes first) and/or death. Full payment will be made by the city for insurance as if the officer had been eligible for, and had, retired.

#### **HRA Benefit:**

Employees must be enrolled in the City base plan and hired prior to January 1, 2024 to receive the following HRA contribution from the employer:

- \$800 HRA for single plan participation

- \$1,750 HRA for family plan participation

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 to continue utilizing this money for payment of IRS allowable expenses.

Note: If no completed beneficiary form on file with the Human Resource 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 (HSA). The HSA will roll over from year to year. Employees who retire or resign from the City are able to take the balance forward for future medical expenses or premiums.

The annual employer contribution for the HSAs will be as follows:

- \$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.

#### **Buy-Out, Switching and Shared Savings Procedures**

Employees who are eligible to be enrolled in the City's health plan may be eligible for a shared savings payment from the City if they choose to be fully covered under their spouse's insurance plan. Note that the only exception to eligibility is where the spouses 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 must be made in writing to the City Personnel Office and will become effective when coverage under the spouse's plan is in force.
- c. The City pays this benefit once a year in December. The benefit will be prorated based on the first full month without City medical health coverage after a hire or qualifying event. Contact the Human Resources Department if you have any questions.

- d. The amount of the payment will be capped at the following rates based upon plan eligibility.
  - 1. **For those hired prior to January 1, 2024** they will receive a buyout of \$3,800 for single plan buy-out and \$7,750 for family plan buyout.
  - 2. **For those hired after January 1, 2024** they will receive a buyout of \$3,000 for single plan buyout and \$6,000 for a family plan buyout.
- 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 the limitations imposed by the carrier.
- f. An employee has the right to renew health care coverage at open enrollment-January 1<sup>st</sup> of each year, even if he/she opted out of coverage for the previous twelve (12) months.
- g. This benefit is prorated based on start date and/or retirement/separation of employment with the City.

### **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**

Definition: “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. The Domestic Partnership Attestation can be found in Appendix A.

## **ARTICLE XII (12) EDUCATIONAL BENEFITS**

The Employer shall provide the following benefits for those members of the Department that have furthered their education by taking College Credit Courses on their own volition.

1. Thirty (30) Credit Hours in Relevant Field – \$300 per year
2. Associate Degree – \$700 per year
3. Bachelor's Degree – \$1,100 per year
4. Master's Degree – \$1,350.00

Prorated based on date of receipt of degree and start date and/or retirement/separation of employment with the City of Geneva.

The Employer will make payments for this benefit in November for the contract years.

## **ARTICLE XIII (13) SENIORITY**

### **SECTION 1**

Seniority shall be determined by the employee's length of service in rank in the Department. Time spent in the Armed Service on military leave of absence and other authorized duty connected disabilities shall be included.

### **SECTION 2**

The choice of vacations and furloughs shall be by seniority consistent with the efficient operation of the department as determined by the Chief of Police.

## **ARTICLE XIV (14) GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1**

A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, or the rights claimed to exist thereunder, and shall be processed in accordance with the following grievance and arbitration procedure.

## **SECTION 2**

Any such grievance by a police officer or police officers arising under this Agreement shall be presented to his/her/their Union representative and to the police officer's or police officers' immediate supervisor, in writing, and signed by the grievant(s) or Union representative, within thirty (30) calendar days of when the police officer(s) knew about the grievance. The immediate supervisor shall render a written decision on the grievance within ten (10) calendar days of receiving it.

## **SECTION 3**

In the event that the grievance is not resolved at the immediate supervisor level of this grievance procedure, the Union may submit the grievance in writing to the Police Chief within ten (10) calendar days of the Union's receipt of the immediate supervisor's written response to the grievance. The Police Chief shall render a written decision on the grievance within ten (10) calendar days of receiving it. The Police Chief or his/her representative may also meet with the grievant(s), and the Union representative, to review and discuss the grievance prior to the rendering of the Police Chief's decision on the grievance.

## **SECTION 4**

In the event that the aforesaid decision of the Police Chief does not resolve the grievance, the Union, and only the Union, may submit the grievance to binding arbitration within ten (10) calendar days of receiving the Police Chief's decision, and pursuant to the rules on Voluntary Grievance Arbitration of the New York State Public Employment Relations Board ("PERB"). PERB's administrative fee and the fees/expenses of the arbitrator shall be shared equally by the City and the Union.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance, if the parties are unable to stipulate the issue(s). The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or rules or regulations that have the force and effect of law. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion(s) on the issue(s).

Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the City, the Union, and the police officer(s) covered by this Agreement.

## **SECTION 5**

The time limits set forth above may be extended by mutual advance agreement of the City and the Union.

## **SECTION 6**

The Union shall have the right to process class action disputes where employees are similarly affected, provided that each employee within the class signs the class dispute within a reasonable period of time.

**ARTICLE XV (15)****RIGHTS**

The City agrees that any rights or privileges granted by the Employer to the employees not included in this Agreement that have been in effect will not be changed without the mutual agreement of the UNION and the City.

**ARTICLE XVI (16)****RECIPROCAL RIGHTS****SECTION 1**

The City recognizes the right of police officers to designate representatives of UNION to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement, and to visit police officers during working hours. Such police representatives shall also be permitted to appear at Public Hearings before the City Council upon request of the police officers.

**SECTION 2**

The UNION shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer. The Officers and Agents of the UNION should have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and condition of this Agreement.

**SECTION 3**

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall, providing there is no unreasonable interruption of police service on a departmental basis, be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose, the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of Government.

**SECTION 4**

Employees who are designated to represent the Police Officers shall have the right to attend statewide conventions and meetings of the Police Conference of New York, Inc. in pursuance to their obligations as officers or delegates of the bargaining unit herein.

**ARTICLE XVII (17)****EMPLOYEE RIGHTS**

The wide range of powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of those contacts may come questions concerning the actions of members of the force. These questions may require investigation by superior officers designated by Chief of Police, Mayor or City Manager. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

## **SECTION 1**

The interrogation of a member of the force shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise.

## **SECTION 2**

The interrogation shall take place at a location designated by the Chief of Police or his/her designee. Usually it will be Police Headquarters or the location where the incident allegedly occurred.

## **SECTION 3**

The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the names of the complainant(s). Sufficient information to reasonably apprise the member of the force of the allegations should be provided, and if requested, a written summary of such allegations shall be provided to the member where the Chief of Police has received a written complaint. Upon request, the member of the force shall be informed in writing of any types of discipline which would not be imposed if the allegations, as made to the Chief of Police at the time of interrogation, are not challenged by such member. If the member of the force is being interrogated as a witness only, he should be informed at the initial contact.

## **SECTION 4**

The questioning shall be reasonable in length, reasonable respites should be allowed. Time shall be allowed for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

## **SECTION 5**

The member of the force shall not be subjected to any offensive language.

## **SECTION 6**

If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be advised of his/her rights pursuant to the current decisions of the United States Supreme Court.

## **SECTION 7**

No employee shall be ordered to or asked to submit to a polygraph (lie detector) test when such request is associated with an internal investigation related to violations of departmental rules or any other non-criminal conduct, although such test may be given if requested by the employee.

## **SECTION 8**

No employee shall be ordered or asked to submit to a blood test, a breathalyzer test or any other tests to determine the percentage of alcohol in the blood for any reason except as may be given at the request of the employee or as provided in the New York State Vehicle and Traffic Law.

## **SECTION 9**

Members shall have the right to a UNION representative present during an interrogation and when an employee is being informed of a complaint and, if applicable, proposed discipline.

## **SECTION 10**

Upon reasonable notice in advance, an employee shall have the right to examine his personnel file in the presence of the Chief of Police or his designee, to the extent provided by the Freedom of Information Act.

## **ARTICLE XIX**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 1**

#### **Defense and Indemnification**

The City agrees to defend and indemnify unit members subject to the requirements and limitations of Section 19 of the Public Officers Law.

#### **SECTION 2**

#### **Duty Related Injury**

Refer to 207-c policy and GML 207-c.

#### **SECTION 3**

#### **Bereavement Leave**

In the event of a death in the immediate family of a member of the Union, and the spouse's immediate family, the member shall be entitled to the next four (4) days off duty exclusive of the members scheduled days off to provide for bereavement. Immediate family and spouse's immediate family shall be deemed to be husband, wife, significant other, children, step-children, mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Member shall be entitled to two (2) day off duty exclusive of the members scheduled days off in the event of the death of an employee's or spouse's family deemed to be aunt, uncle, niece, nephew or cousin. In addition, the foregoing time shall not be deducted from regularly scheduled days off, vacation time, holiday time or personal leave time. If additional days off are required by the employee, the time may be granted by the Chief of Police with no loss of pay to the employee. If additional days off with pay are required in an extreme emergency, they may be granted by the Chief of Police. Such action will be non-precedent setting and non-arbitrable.

#### **SECTION 4**

#### **Mileage Reimbursement**

Employees will be reimbursed at the published IRS rate for all City authorized travel in personal vehicles. Employees will be reimbursed at the prevailing published IRS rate for all City authorized travel in the employee's personal vehicle.

#### **SECTION 5**

#### **Family and Medical Leave Act**

The parties acknowledge that the terms of the Federal Family Medical Leave Act apply to Union members.

#### **SECTION 6**

#### **Physical Fitness Standard**

A. Intent. This policy establishes a voluntary physical fitness standard for members of the unit. No member shall be required to undergo physical fitness testing as part of this policy.

B. Ability to Test. Any member of the unit may participate in the physical fitness testing program. Before an individual is eligible for the test, he/she must receive certification from a physician stating that he/she is physically able to undergo the physical fitness test.

C. Test. The physical fitness test will be given each year at a time determined by the City. All members will receive 90 days' notice prior to administration of the test. The physical fitness test will include each component and corresponding standards of the physical agility test required for candidates for the position of Police Officer. The City and the Unit understand that components and standards of the test may vary from time to time as required by the Ontario County Civil Service program. Each individual can take the physical fitness test once per year. If a Unit member does not successfully pass the test, he/she will be able to take one retest per year. The retest will be scheduled at the discretion of the City, but in all circumstances, within 30 days of the original test. A qualified monitor designated by the Chief of Police will administer the test.

D. Physical Disability. Reasonable accommodations will be made for individuals who have a disability as defined by the Americans with Disabilities Act (ADA). The City will seek guidance from recognized agencies on development of physical fitness standards for individuals with recognized disabilities. Those individuals with recognized disabilities will be provided with an alternate test.

E. Stipend. Each Unit member who successfully passes the test will receive a **\$1,500.00** payout; Per November 3, 2023, MOU attached this amount will be payable in December of the calendar year fitness test taken. An employee may elect to have this payment put into deferred compensation by November 1st of each contract year and must submit the paperwork. A list will be generated by Chief of Police and/or his/her designee with all the credentials above.

## **SECTION 7** **Certified Police Instructors**

A stipend of **\$1,750.00** for each Command Officer that provides documentation of the certification and trains other departmental personnel. The Chief will certify a list to the Comptroller's Office. Payment will be once a year in November of each calendar year.

## **SECTION 8** **Supervisory Prep Time Bank**

Certified Command Officer (noted above as Certified Police Instructors) shall receive a total of 40 hours (compensatory time) maximum per year. This time must be used within the year given and cannot be rolled over. Example: A Command Officer is certified by the Police Chief in November 2004, then the officer shall receive 40 hours to be used from December 1, 2004 to November 30, 2005, and dates will remain the same for all contract years. Use of this time is subject to the approval of the Chief of Police.

## **SECTION 9** **Command Officer Supervisory Pay-out at Retirement**

A payment of \$1,000.00 for a command officer at retirement based on the 24/7 nature of the position and the additional responsibilities of staff to maintain compliance with New York State Accreditation or National Accreditation/Recognition for the police department. The payment will be made if the State or National accreditation/recognition is in affect during the year of retirement.

**ARTICLE XIX (19)****WORKING CONDITIONS**

- a. The employer shall notify the Union at least seven (7) days in advance of any change in working methods or working conditions pertaining to Sergeants only, except where such change is required at the discretion of the Chief of Police or their designee.
- b. Sergeants may pick their regular days off as part of their rotation, on a given shift, separate from any other groups, except when the sergeant's staffing falls below 5 employees, at which time the chief of police or their designee MAY reasonably select days off to fill vacancies in the schedule.

**ARTICLE XX (20)****PERFORMANCE EVALUATIONS**

Side letter of understanding signed January 30, 2003 (signed copy attached):

It is hereby agreed and understood by and between the parties that the attached forms and procedures shall be used to evaluate employees in the bargaining unit effective on the date of signature for the work year 2002. Thereafter, the forms and procedures shall continue to be used unless the Union notifies the City that it wants to negotiate modifications to the forms or procedures.

**ARTICLE XXI (21)****MANAGEMENT RIGHTS CLAUSE**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the City; to determine the facilities, methods, means and number of personnel required for the conduct of the City programs; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to examine, select, recruit, hire, appraise, train, retrain, promote, assign or transfer employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions in accordance with applicable law; to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement; and to determine scheduling of working times and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement. These rights of the City are not inclusive, but indicate the types of matters or rights which are inherent to the employer. Any and all rights, powers and authority that the City had prior to entering into this Agreement are retained by the City, except as expressly and specifically abridged, deleted, granted or modified by this Agreement. Nothing herein shall be construed as waiving or otherwise limiting the Union's right and the City's obligation to bargain over terms and conditions of employment not covered by this Agreement.

**ARTICLE XXII (22)****27 vs. 26 PAYROLL ISSUE**

All City of Geneva employees will be paid for the days worked in a calendar year. Salaried employees' payroll reflects work for 260 days per year, but each salaried employee will be compensated for any extra day(s) worked in each calendar year. The extra day(s) will be paid in the last payroll period of each year as follows:

2024 – 2 days  
2025 – 1 day  
2026 – 1 day  
2027 – 1 day

## **ARTICLE XXIII (23) 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 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 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 for time served. All documentation must be submitted to his/her Department Head.

## **ARTICLE XXIV (24) POLICY AND PROCEDURAL 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 XXV (25) DRUG AND ALCOHOL TESTING PROCEDURE**

The parties agree to work together to develop a drug and alcohol policy by December 31, 2024.

## **ARTICLE XXVI (26) LIEUTENANT WORK SCHEDULES & ADDITIONAL ASSIGNMENTS**

At the discretion of the Chief of Police, but will not be unreasonably denied, to lessen overtime, the Lieutenant of the Road patrol and the Lieutenant of the Detective Bureau will work 10-hour days, scheduled four (4) working days per week. The two (2) Lieutenants will not have the same day(s) off between Monday-Friday.

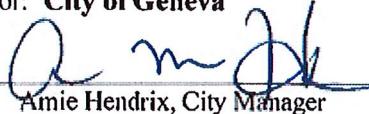
Inherit May 25, 2023 Memorandum of Agreement for detective on-call with the following additional

language, "Promoted on or after January 1, 2024 the Detective Lieutenant will be required to attend/complete a NYS accredited investigations school within one year of promotion, should the Detective Lieutenant not have completed this training prior to promotion.

The Detective Lieutenant will not be required to be On Call until completion of the NYS accredited investigation school. Once the detective bureau is fully staffed (four detectives) the Detective Lieutenant may continue to be on Call, but not required. Please see Attachment B for MOA language. 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 therefor shall not become effective until the appropriate legislative body has given approval.

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

For: **City of Geneva**



Amie Hendrix, City Manager

11/18/24

Date

For: **Teamsters Local 118-Command Officers**



Sean Walsh, Teamsters Representative

11/20/24

Date



Lieutenant John VanSavage, Union Steward

11/21/24

Date

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**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:**  
**INCORPORATED MEMORANDUM OF AGREEMENTS**

## **Memorandum of Agreement**

**Teamsters Local 118 | Command Officers**

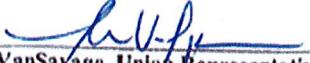
### **Physical Fitness Standards**

The City of Geneva and Teamsters Command Officers are in agreement to the following conditions under Article XIX—Miscellaneous Provisions; Section 6- Physical Fitness Standard: 2023 fitness test, agree to modify E to remove HRA and payout in December 1, 2023; members can submit deferred compensation paperwork 2-weeks prior to the payment for this benefit:

#### **PHYSICAL FITNESS STANDARDS**

E. Stipend. Each Unit member who successfully passes the test will receive a \$500.00 payment; payable in December of the calendar year fitness test taken. An employee may elect to have this payment put into deferred compensation by November 1<sup>st</sup> of each contract year and must submit the paperwork. A list will be generated by Chief of Police and/or his/her designee with all the credentials above.

This agreement is non-negotiable and will not be grieved and/or arbitrated based on content. All other terms and conditions of the contract remain the same. It is hereby agreed and understood between the parties that this contract change is effective immediately for the 2023 payment and continue discussing this section in current contract negotiations.

  
John VanSavage, Union Representative

  
Sean Walsh, Teamsters Local 118 Union Representative

  
Amie Hendrix, City Manager

Date Signed: 11-3-23