

RESOLUTION # 23-2025
RATIFYING LABOR AGREEMENT WITH GENEVA PUBLIC WORKS EMPLOYEES UNIT #7852-02
(LABORERS)

WHEREAS, the collective bargaining teams for the City of Geneva and Geneva Public Works Employees Unit #7852-02 (Laborers) have concluded negotiations for a successor collective bargaining agreement covering the period of January 1, 2024 through December 31, 2027; and

WHEREAS the City Manager is now recommending that the City Council adopt a four (4) year contract with the Geneva Public Works Employees Unit #7852-02 (Laborers), the following are the areas of proposed modifications:

Agreement
Article II: Union Security
Article V: Seniority
Article VIII: Transfer and Filling Vacancies
Article XI: Paid Leaves of Absence
Article XIII: Sick Leave
Article XIV: Retirement Benefits
Article XV: Health Insurance
Article XVI: Holiday Provisions
Article XVII: Vacations
Article XIX: Wages
Article XX: General Provisions
Article XXII: Grievance Procedures
Article XXX: Time Schedule for Negotiations

NOW, THEREFORE, BE RESOLVED, that this City Council hereby ratifies said agreement and authorizes the expenditure on the necessary funds therefor; and be it further

RESOLVED, that the City Manager be and hereby is authorized to execute the said agreement on behalf of the City of Geneva.

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss:

I, Nicole Tillotson, 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 Regular Meeting of the Geneva City Council held on March 5, 2025.

Dated: March 6, 2025

Nicole Tillotson

City Clerk

TENTATIVE AGREEMENT

By and Between

***The City of Geneva
(hereinafter referred to as the "City")***

and the

***City of Geneva Public Works Employee's Unit
CSEA, Local 1000, AFSCME, AFL-CIO,
Local 835, Unit #7852-02
(hereinafter referred to as the "CSEA" or "Union")***

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement for a term which expires on December 31, 2023; and

WHEREAS, the City and the Union have been engaged in collective bargaining, which has led to a mutual understanding between the City and the Union for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the City and the Union are desirous of reducing that mutual understanding to a written document.

NOW, THEREFORE, the City and the Union agree to amend the Collective Bargaining Agreement as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Tentative Agreement and/or the terms of the expiring Agreement.

2. This Tentative Agreement is subject to ratification by the membership of the Union and by the City Council on behalf of the City.

3. The City and the Union agree that when revising the Collective Bargaining Agreement to incorporate the terms of this Tentative Agreement, all obsolete language in the Agreement will be deleted.

4. **Article XIX, Wages, Section 1 - General**, shall be amended to provide the following:

Section 1 – General

This Agreement shall cover salaries and wages for the period starting January 1, 2024 and ending December 31 2027. An increase in wage schedules and pay shall be given to all employees covered by this Agreement in an amount below for each year 2024 – 2027.

Section 2 - Wages shall be amended to read as follows:

- A. Employees shall be compensated in accordance with the wage scales as follows:

Four (4) year contract with salaries noted below:

Effective January 1, 2024 – 3.00%

Effective January 1, 2025 – 3.50%

Effective January 1, 2026 – 3.50%

Effective January 1, 2027 – 3.75%

* The 2024 retro payment will be distributed as a lump sum payment by the second pay period of the month following Tentative Agreement ratification and, at the employees' option, can be placed into deferred compensation.

5. **Article XIX, Wages, Section 2, Wages** shall be amended as follows:

Delete the paragraph beginning “Stipends to each employee.....2023 - \$250.00.”

6. **Article XV, Health Insurance, paragraph A.**, shall be amended to read as follows:

A. Health insurance for Employees

HRA – There will be no new HRA benefit funding until new contract ratified for 1/1/2028 – if contract expires 12/31/27 and no new contract is in place for 1/1/2028.

**New Hires as of 1/1/2021: Not eligible for HRA benefit in 2024.

** Effective 1/1/2025, employees enrolled in City provided health insurance are eligible for an HRA based on plan participation.

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

7. Article XV, Health Insurance, paragraph c, page 16 carrying over to page 17

shall be amended to read as follows:

Effective January 1, 2025, premium co-pays shall be as follows:

Single coverage - Employer pays 100%

Family coverage – Employer pays 80%, employee pays 20%

Once vested with twenty years (20) per City Council resolutions and the employee reaches age 65, a Medicare Supplemental Plan will be provided at a single coverage level. In 2025, this benefit will begin the first full pay period in the month following Tentative Agreement ratification.

8. Article XV, Health Insurance, Buy-Out, page 19, paragraph d. shall be amended to read as follows:

d. 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. Effective 1/1/2025, buyout as follows:
 - a. Single - \$3,000
 - b. Family - \$6,000
 - c. Employees not receiving a partial buyout for buying down family coverage to single coverage as of December 31, 2024 are not eligible for
 - d. Employees receiving a partial buyout as of December 31, 2024 will receive, as of 2024, assuming they continue to buyout (eligible for family but taking single coverage only) the following amounts:
 - \$6,000 in 2025
 - \$5,000 in 2026
 - \$3,000 in 2027 and thereafter

12/17/24

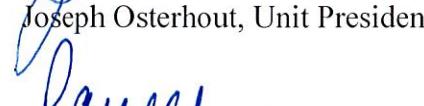
IN WITNESS WHEREOF, the parties have hereunto set their signatures this 18 day of December, 2024.

CITY OF GENEVA

By: 
Amie Hendrix, City Manager

**CITY OF GENEVA PUBLIC WORKS
EMPLOYEE'S UNIT CSEA, LOCAL
1000**

By: 
Joseph Osterhout, Unit President

By: 
Paul Peters, Labor Relations Specialist

TENTATIVE AGREEMENT

BETWEEN

CITY OF GENEVA AND CSEA LOCAL 1000, AFSCME, AFL-CIO, ONTARIO
COUNTY LOCAL 835-CITY OF GENEVA PUBLIC WORKS EMPLOYEE'S
UNIT #7852-02

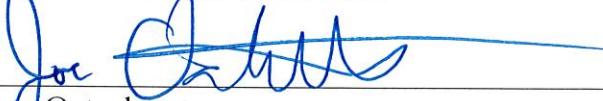
The representatives of the City of Geneva and CSEA Unit #7852-02, City of Geneva Public Works Employees Unit, tentatively agree to include the following provisions in a successor agreement to the collective bargaining agreement. These Articles were agreed to prior to the mediation and fact-finding sessions and also in addition to the Tentative Agreement that was agreed to and signed off by both parties on December 18th, 2024. The attached changes are subject to ratification by the membership of the Union and by the City Council.

Agreed to on this 7th day of February, 2025.

For the City of Geneva:


Amie Hendrix
City Manager

For CSEA Unit #7852-02:


Joe Osterhout
Unit #7852-02 President

Paul D. Peters
CSEA Labor Relations Specialist

January 1, 2024 **December 31, 2023**

CONTRACT AGREEMENT BETWEEN

CITY OF GENEVA

AND

CITY OF GENEVA PUBLIC WORKS EMPLOYEE'S UNIT
CSEA, LOCAL 1000, AFSCME, AFL-CIO, Local 835, Unit #7852-02

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2021-2023

AGREEMENT BETWEEN
THE CITY OF GENEVA
AND GENEVA PUBLIC WORKS EMPLOYEE'S UNIT

AGREEMENT made this 7th day of April, 2021 by and between the City of Geneva hereinafter designated as the "Employer" and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 835, City of Geneva Public Works Employee's Unit #7852-02, hereinafter designated as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE I
RECOGNITION**

The Employer hereby recognized the Union excluding administrative, professional, clerical, supervisory employees, Buildings, Grounds and Parks Supervisor, Chief Wastewater Treatment Plant Operator, Chief Water Treatment Plant Operator, Water Maintenance Supervisor, Roads, Grounds & Sewer Superintendent and all Assistant Supervisors as the sole and exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and selected conditions of employment for the term of this Agreement of all permanent employees, excepting the aforementioned, of the Employer in the Department of Public Works.

**ARTICLE II
UNION SECURITY**

Section 1 – Union Dues and Initiation Fees & Agency Shop

A. The Employer City of Geneva agrees to deduct Union membership dues in accordance with the amount certified by the Union CSEA to the Employer City of Geneva and to maintain such dues deducted in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union CSEA from pay of all employees who have executed such authorization for payroll deduction of Union Dues. **The Employer likewise agrees to deduct agency shop fees.**

B. Payroll deduction of Union Dues under the properly executed Authorization for Payroll Deduction of Union Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee. **Payroll deduction of agency shop fees shall become**

effective as of the effective date of this Agreement and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

- C. Revocation of authorization cards shall be subject to conditions contained thereon.
- D. Any changes in the amount of Union Dues to be deducted must be certified by **the Union CSEA** in writing and be forwarded to the **Employer City of Geneva**.
- E. Employer also agrees to make a separate deduction of **Union CSEA** sponsored insurance programs and maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization card provided by **the Union CSEA**.

Section 2 – Union Representation

It is mutually agreed that the principal of representation which reflects a steward from each division is a sound and sensible basis for representation.

Section 3 – Stewards and Alternate Stewards

- A. In each Division, employees in that division shall be represented by one (1) steward who shall be a regular employee, in the absence of the steward, an alternate may be appointed by the Unit President.
- B. Divisions are listed below:
 - Streets and Sewers
 - Water Maintenance
 - Water Treatment Plant
 - Wastewater Treatment Plant
 - Buildings and Parks
- C. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer.

Section 4 – Special Conferences

- A. Special conference (**meeting between CSEA and the City of Geneva for the purpose of considering matters of mutual interest**) for important matters will be arranged between the Unit President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union representatives. The members of the Union shall not lose time or pay for time spent in such conferences. This meeting shall be attended by a representative of the International Union.
- B. The Union representatives may meet at a place designated by the Employer on the Employer's premises immediately preceding a conference to confer with Union Council or International Representatives.

Section 5 – Bulletin Boards

The Employer agrees to provide Bulletin Boards for the exclusive use of the Union to post notices and other Union information at each of the following work installation.

Public Works Garage
Water Maintenance Division
Water Treatment Plant
Waste Treatment Plant
Buildings and Parks

Section 6 – Contract Negotiations

The Employer will give time off with no loss of pay **for to** three (3) officers of the **Local Unit** Contract Negotiating Committee to participate in Contract Negotiations when such negotiations by mutual consent are during working hours.

Section 7 – Maintenance of Benefits

Any benefit or benefits presently enjoyed by the employees within those bargaining units under the Contract shall continue to remain in force subject to the terms of the appropriate sections of this Agreement, except that should any such benefit not be enumerated specifically in this Agreement such benefit will be retained and remain in force as if such benefits is a part of this Agreement.

Section 8 – Access to Premises

The Employer agrees to permit representatives of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 835, City of Geneva Public Works Employee's Unit #7852-02, to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees. CSEA, Inc. Local 835 Unit # 7852-02 shall notify the Department Head that such a meeting is scheduled to take place.

Section 9 – Aid to Other Unions

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the employee or those designated as his representative or subordinate staff for any purpose, and that the payroll deduction or dues for any such organization shall not be permitted.

ARTICLE III MANAGEMENT RIGHTS

The Union recognizes the right of City management to manage its affairs and to direct the work force.

ARTICLE IV DISCRIMINATION

Section 1 – Pledge against Discrimination and Coercion

- A. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- C. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
- D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE V SENIORITY

Section 1 – Definition

- A. Seniority **of the employee** shall not be affected by **the race, sex, marital status any protected classes under applicable New York State and Federal laws or dependents of the employee.**
- B. Seniority shall be on a City-wide basis, in accordance with the employee's list date of hire. The employee's earned seniority shall not be lost because of absence due to illness, authorized leaves of absence or other temporary layoff.
- C. Every July 1st and January 1st of each year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished by each division of the City to the Secretary of the Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Section 2 – Seniority - Probationary Employees

- A. New employees hired in the unit shall be considered as probationary employees, classified employees, laborer non-competitive, competitive consistent with Ontario County Civil Service Rules. (Probationary term per Ontario County rules: minimum of eight(8) weeks with maximum of fifty-two (52) weeks.)
- B. The calendar day's probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among new probationary employees.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

Section 3 – Loss of Seniority

An employee shall lose his seniority for the following reasons only:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the procedure set forth in the contract.
- c. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception shall be made.
- d. He retires.

ARTICLE VI **PROMOTIONS AND DEMOTIONS**

Section 1 – Promotions

- A. The term Promotion means the advancement or reassignment to a higher paid position within the bargaining unit.
- B. Whenever an opportunity for promotion occurs for whatever reason, a notice of such openings shall be posted on all notice boards for ten (10) working days stating the job classification, rate of pay, Civil Service Job Description, information on applications and any other pertinent materials. A seven (7) calendar day extension of posting period shall be allowed for any employee whose vacation encompasses the entire posting period.
- C. Applications from current employees or employees on lay off shall be submitted in writing to either the immediate supervisor or to the City Engineer/Public Works Director's Office.
- D. The Employer shall fill such job openings or vacancies from the employees who have applied that are qualified based on Civil Service job descriptions, giving consideration to all conditions, documented work experience and performance. Any employee, who in the judgement of the Employer does not meet all three of these conditions, will not be selected for the position. Such judgment by the Employer shall not be exercised in an arbitrary or capricious manner.
- E. If two or more employees are equally qualified, then selection shall be based on seniority.
- F. If no existing employee applies or if no employee is determined to be qualified as set forth in Article VI, then the Employer shall be permitted to fill the position from outside the current work force.
- G. Within five (5) working days of the selection of a candidate, those employees who had applied for the position, but who were not selected, will be given written notice stating the specific reason (s) for which they were not selected or were deemed to be not qualified. The Local Union will be given a copy of this notification as well.
- H. Any employee selected in accordance with the procedures set forth above shall undergo a trial period of sixty (60) to ninety (90) calendar days. If the employee fails to complete the trial period in a manner satisfactory to the Employer, the employee shall be returned to his former position at the same grade and seniority.

Section 2 – Demotions

- A. The word "demotion" means any change in employment resulting in a reduction in grade, title or rate of pay.
- B. When an employee is demoted, he shall be placed at the same step in the lower grade as the step he held in the higher grade.
- C. When an employee is promoted to a new position on a trial basis and fails to complete the trial period in a manner satisfactory to the Employer, the employee shall be returned to his former position and grade.

ARTICLE VII LAYOFFS

Section 1 – Definition

The word "lay-off" means a reduction in the working force due to a decrease of work.

Section 2 – Procedure

- A. If it becomes necessary for a lay-off, the following procedure will be mandatory. Temporary and probationary employees will be laid off first. Employees will be laid off in the inverse order of their seniority.
- B. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same day that the notices are issued to the employees.

Section 3 – Recall Procedures

- A. When the working force is increased after a lay-off, employees will be recalled according to seniority, as defined in Article V, provided they meet with requirements of the job. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of lay off, or a period equal to his seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.
- B. No new employee shall be hired until all employees on lay-off status desiring to return to work have been recalled by classification.

Section 4 – Bumping Rights

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump, or replace an employee with less seniority. Such employee may, if he so desires bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps.

Section 5 – Elimination or Consolidation of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the department his education and ability permit him to hold. An employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

Section 6 – Competitive Class Employees

This Article does not apply to competitive class employees.

ARTICLE VIII TRANSFER AND FILLING OF VACANCIES

Section 1 – Transfer

If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section 2 – Filling Vacancies & New Positions

In the event of a vacancy or newly created position, employees shall be given the opportunity to transfer on the basis of seniority, ability and qualifications given that the employee meets the standards and qualifications of the job as reasonably determined by the City. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the City at least seven (7) calendar days prior to filling such vacancy or newly created position. **Seniority may not be retained if the employee leaves the City of Geneva Public Employees Unit #7852-02 as CSEA does not represent the employee when they leave the Bargaining Unit and has no ability to negotiate the terms and conditions for an employee that has left the Bargaining Unit.**

When an employee applies for a transfer to a lower paid or equal paid position within the bargaining unit, the procedure to be followed is the same as outlined in Article VI.

ARTICLE IX REINSTATEMENT OF VETERANS' LAW

Section 1 – General

- A. The re-employment rights of employees and probationary employee will be governed by applicable laws and regulations.

B. The probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the Armed Forces.

C. The reemployment rights of employees and probationary employees who are on Military leave(s) will be governed by all applicable Laws and Regulations.

ARTICLE X MILITARY LEAVE

Section 1 – General

Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be granted a leave to conform with the New York State Military Law.

ARTICLE XI PAID LEAVES OF ABSENCE

Section 1 – Bereavement Leave

A. In the event of a death in the immediate family of the employee, he shall be entitled to three (3) working days **with regular pay of paid bereavement leave** to arrange for, attend the funeral and/or burial and otherwise observe said death. Immediate family shall be deemed to be 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, sister-in-law.

Employees shall be entitled to one (1) **day's pay day of paid bereavement** when so required in the event of the death of any 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 extra day can be granted by the immediate supervisor, Director of Public Works, or city manager as the situation requires. **The foregoing time shall not be deductible from sick leave or vacation time.**

B. Employees shall be granted 1/2 day with pay when so requested, to act as a Pallbearer or Honorary Pallbearer, or to attend the funeral of a friend or neighbor. When so requested, a maximum of one (1) time per each calendar year, employees shall be granted one (1) day with pay when so requested to act as a Pallbearer or Honorary Pallbearer, or to attend the funeral of a friend or neighbor. Employees shall at their option be allowed to use accrued Personal Leave Time in 1/2 day increments to allow their release for the entire day. For attending funerals out of the City that is beyond a radius of 25 miles from the City - one (1) day will be granted.

Section 2 – Personal Leave

A. Employees shall receive six (6) personal days each year of the contract. Personal Leave can be used in two (2) hour increments Personal Leave is not accumulated and is a benefit termed "use it or lose it". It is not paid out at retirement, resignation or termination. (This is the current practice, but clarified this benefit upon leaving employment with the City for any reason).

- B. Employees requesting personal days will attempt to provide at least 24 hours notice of the employee's intentions prior to use of the personal day.
- C. Prorate personal leave days for new hire- 1 per every two (2) months annually. Example-if hired in March, receive 5 personal days. If hired in September, receive 2 personal days.
- D. When personal leave is used as an emergency, the employee must notify his/her supervisor as soon as possible. Personal leave for purposes other than an emergency must be approved by the employee's supervisor in advance.

Section 3 – Leave for Union Business

- A. Members of the Union elected to attend a function of the union Council of International Union, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions for the Local Union Council. Union President and one (1) other employee shall be granted a total of thirty-two (32) hours each year to be divided between the Union President and one (1) other employee as they see fit to attend Union meetings and conferences. The Union President shall be granted time off for other Union business including the investigation and processing of grievances with the written approval of his supervisor. Time off granted not to exceed twenty-six (26) hours per month.

B. Members of the Board of Directors of CSEA will be allowed time off to attend all CSEA Board of Director's business meetings without loss of pay. The City will be reimbursed by CSEA for the time and benefits upon their return with the current CSEA Rules and Regulations. CSEA Board of Directors members will be allowed to use Union release time to attend these meetings and the time used will not count against the thirty-two (32) hours of union release time as outlined in Section 3 A. Employee will need to complete request for leave form and assist the City with the reimbursement paperwork. This section will sunset December 31, 2023.

Section 4 – Jury Duty

- A. 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 days 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 must request payment for jury duty as a condition of payment.
- B. An employee summoned to jury duty shall provide documentation of such summons, whenever, in the employer's judgment, such request for documentation is appropriate. All employees who are absent from work for jury duty and must provide documentation of time served, including time of release from jury duty. All documentation must be submitted to his/her Department Head.
- C. An employee summoned for jury service shall report to work within one (1) hour of release from the court, unless he/she is released from jury service after 12:30 p.m., in which case the employee need not return to work that day.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

Section 1 – Leaves Allowable

Leaves of absence for reasonable periods as defined below will be granted without loss of seniority for:

- A. Serving in any elected position in the Union: One year
- B. Maternity leave: Nine (9) months, including paid leave
- C. Illness leave (physical or mental): One year
- D. Prolonged illness in the immediate family of spouse, children, step-children or wards: One year

Such leave to be extended for like cause.

Section 2 – Benefits

Employees shall be returned to the position of similar grade in the Department, provided the employee furnishes notice in writing two (2) weeks prior to the exact day employee will return to work.

ARTICLE XIII 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-half (1/2) hour prior to the start of the work day. Sick Leave may be used in $\frac{1}{2}$ -day increments.

Section 1 – Allowance

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 based on contract language. 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 workday.

Sick leave is a benefit granted to workers to provide for those times when illness strikes. Sick leave shall be used only in a situation of illness and therefore it does not constitute additional paid leave for the employee. Individuals or employees found in abuse of sick leave shall be subject to disciplinary action.

Sick Leave shall accumulate a 3/13 days per week, not to exceed 12 days per year, to clarify the computation of retirement system benefits. Fractions of accumulated sick leave are not eligible for time off, nor are fractions of weeks worked eligible to increase retirement or leave benefits.

Section 2 – Eligibility

Sick leave shall be earned by an employee for any week in which the employee is compensated for twenty (20) or more hours of work.

Section 3 – Employment Sick Leave Status

- A. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically. Serious illness of husband, wife or child may warrant use of sick leave by employee after arrangements have been made with his immediate supervisor.
- B. Serious illness of mother, father or any other relative (as defined in Article XI, Section 1(A)) who resides in the employee's household may warrant use of sick leave by an employee with the approval of the City Manager or his designee. A doctor's verification of such serious illness (as per this paragraph) may be requested by the City Manager or his designee.

Section 4 – Additions & Deductions Sick Leave

Sick leave may be figured on half-day basis, allowing employees to deduct sick time by half-day.

Section 5 – Requirement for Doctor's Certificate

The City shall reserve the right to substantiate the validity of an employee's claim for sickness or injury under the conditions described above and Section 72 Rights. The employee has ten (10) days after returning to work to produce a doctor's certificate.

Section 6 – Requirement of Ability to Perform Duties

The City has the right to require of its employees their ability to be physically and psychologically/emotionally able to perform their job duties in a satisfactory manner. Should employee be considered unable to perform to a level satisfactory by the Division Director and the Department Director, the employee will be referred to a physician approved by the union and the City for tests to determine the employee's ability to perform his or her job duties in a satisfactory manner. The cost of these exams will be borne by the City.

Section 7 – Sick Leave Upon Retirement

The City agrees to reimburse employees for sick time on the following basis:

Employees hired prior to 1/1/2021 and have a minimum of 10 years service and have accrued at least 50 sick days. Maximum days to be increase to 285 with payouts as follows:

- 1 – 100 days \$35/day
- 101-200 days \$60/day
- 201 – 285 days \$85/day

ONLY–Hired in this unit before 1/1/2021(based on original full-time hire date with the City)

are eligible for this benefit payout option only; Note: An individual can only submit one (1) retirement letter to receive this benefit and it must contain the retirement date for the following year for this payout--

The City agrees to reimburse employees for sick time on the following basis: To qualify the employee must have a minimum of twenty (20) years of service with the City of Geneva and have accrued fifty (50) sick days. The employee shall receive payment as follows up to a maximum 315 days (as criteria noted below) if the employee retires with approved letter by July 1st prior to year of retirement, leaves as a result of a disability or upon death of the employee (at which time his/her estate shall receive payment).

One-time July 1st provision with City Manager's written approval:

Employee submits in writing to HR office their intent to retire with details of date and use of accrued time for the following year and receive written approval from the City Manager, a benefit will be paid out as follows:

1-100 @ \$35.00 per day
101-200 @ \$60.00 per day
201-315 @ \$85.00 per day

Examples:

50 days: 50 x \$35.00
110 days: 110 x \$60.00
210 days: 210 x \$85.00

If using 41-J with approved letter:

Employees of this unit that retire, elect to use unused accumulated sick leave (41-J) for additional service credit and notify the City by July 1st prior to the year of retirement will have additional accumulated sick leave remaining days paid out as follows:

1-35 at \$60.00 per day;
36-135 at \$85.00

In the event of serious issue that results in employee having to revoke one-time offer to retire, request to be able to submit for this retirement option must be approved in writing by the City Manager. Approval will be on a case-by-case basis—for serious, unexpected, unplanned events causing employee to not be able to retire. Such events may include, but are not necessarily limited to:

- Death or catastrophic injury/illness of a spouse or minor dependent, and related financial impacts;
- Unanticipated change in family status (divorce, pregnancy, adoption, etc.);
- Withdraw by offer or of a letter guaranteeing post-retirement employment;
- Command staff request related to promotion, or other departmental need;
- Other events of a catastrophic nature that cause unanticipated negative financial impact

Payout without approved letter:

If no notice and/or written letter is given by July 1st of the calendar year prior to the employee's retirement, then the payment shall be as follows up to a maximum of 285 days:

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

Example:

50 days: 50 x \$35.00
110 days: 100 x \$35.00 plus 10 x \$60.00

If using 41-J without approved letter:

Employees of this unit that retire, elect to use unused accumulated sick leave (41-J) for additional service credit; sick leave remaining days will be paid out as follows:

All remaining days at \$60.00 per day;

Hired on or after 1/1/2021 -no option for the payout options noted above.

The City agrees to reimburse employees for sick time on the following basis: To qualify the employee must have a minimum of twenty-five (25) years of service with the City of Geneva and have accrued fifty (50) sick days. The employee shall receive payment as follows up to a maximum 260 days if the employee retires, leaves as a result of a disability or upon death of the employee (at which time his/her estate shall receive payment). One-time July 1st provision with City Manager's written approval: Employee submits in writing to HIR office their intent to retire with details of date and use of accrued time for the following year and receive written approval from the City Manager, a benefit will be paid out as follows:

1-100-\$35 per day
101-200 days-\$60 per day
201-260 days- \$85 per day

example: 110 days: 100 x \$35 plus 10 x \$60 with cap of 260 days paid out

OR

Payout without approved letter: paid out up to 260 days max at \$35.00 per day, includes 41-J payout for remaining days as noted in tier for sick leave credit benefit

Section 8 – Sick Leave Bank

A. The sick leave bank will be managed by 2 Unit Officers and a liaison of the Human Resource Office and Director of Public Works. This committee of four (4) shall consider approval of all requests to draw from the sick bank

B. Unit members requesting membership into the Sick Bank will notify the Personnel Office upon completion of their probationary period. Each member will fill out an authorization/membership form and donate two (2) full sick days by November 1st of each contract year. New members can only join in January of each contract year which includes new hires to the department.

C. Only those employees who enroll in the sick bank will be eligible to use the sick bank benefits.
D. The minimum number of days in the sick bank must equal the number of enrollees. (IE: if 15 enrollees then the minimum = 30 days.)

E. No more days will be added by members, unless there is a new enrollee or unless the bank falls below the minimum number. At that time each member will have to donate two (2) additional days if they wish to remain members of the sick bank. A re-authorization will be signed by the member whenever additional days need to be assessed.

F. The first five (5) days of an personal disability or illness will NOT be covered by the sick bank but must be covered by own accruals or leave without pay. The sick bank will not be used for workers compensation.

G. A member who wishes to withdraw days from the sick bank is required to deplete all paid accruals prior to making a request for sick bank days.

H. After the waiting period and if approved for sick bank days, the unit employee may be awarded up to thirty (30) days from the bank. If a unit member exhausts the initial thirty (30) days, the

member may request additional days however the total number of days to be allowed is capped at fifty (50) days in one year.

I. The sick bank withdraw request MUST also include documentation from a medical professional certifying the nature of the disability/illness and an expected return to work date. If member of this unit is in violation of medical limitations/doctor's orders, then the employee will be required to return the sick days back the following year. The employee will also be unable to participate in the sick leave bank for one year.

J. The sick bank provision will be excluded from the grievance procedure.

Attached Sick leave request forms will be used for purposes of approval of this section.

ARTICLE XIV RETIREMENT BENEFITS

Section 1 – Pensions

The Employer shall provide each employee coverage under the New York State Employees Retirement System the non-contributory "25 year career" plan section 75-g effective and the non-contributory "accumulated sick leave credit" plan section 41-j effective in 1986.

The employer shall provide eligible employees coverage under section 75-i of the State Retirement program, to begin July 1, 1989.

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

Section 2 – Pensions

The Employer agrees to provide for the term of this agreement death benefits at the maximum tier rate established under the New York State Employees Retirement System.

Section 3 – DBL Insurance

The City will furnish DBL Insurance to all members of the bargaining unit computed at statutory limit of insurance.

ARTICLE XV HEALTH INSURANCE

Health Insurance Addendum

The base plan offered by the City of Geneva will be the "Platinum Plan" offered by the Greater Tompkins County Municipal Health Insurance Consortium and the high-deductible option, if said employee chooses to enroll in that plan, will be the "Silver Plan" offered by the Greater Tompkins Municipal Health Insurance Consortium.

A. Health Insurance for Employees

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HRA- There will be no new HRA benefit funding until new contract is ratified for 1/1/2028 if contract expires 12/31/2027 and no new contract is in place for 1/1/2028.

**New Hires as of 1/1/2021: Not eligible for HRA benefit in 2024.

Effective 1/1/2025 employees enrolled in City provided health insurance are eligible for ~~an~~ a Health Reimbursement Arrangement (HRA) based on plan participation. The annual employer contribution will be as follows:

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- \$600 HRA Single Plan Participation
- \$1,400 HRA 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.

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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.

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Effective July 1, 2011: All employees in this union agree to change base plan to Finger Lakes Municipal Health Insurance Trust (FLMHIT) Core, with a health reimbursement account (HRA) to use for "out-of-pocket" medical expenses. If you don't use the full amount on your annual HRA, it rolls over from year to year. You take the balance with you into retirement to pay for future medical expenses or premiums. All employees will qualify for the HRA regardless of whether they get health insurance through the City bases on status: single, family, FNS or Family. The annual employer contribution will be as follows:

- \$600.00 HRA for single plan
- \$1050.00 HRA for 2-person plan
- \$1150.00 HRA for family no spouse
- \$1400.00 HRA for family

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 the date of the letter to notify the City of Geneva Personnel Office in writing of either option noted below:

1. Receive check for remaining amount of HRA (check will be given to the beneficiary noted on file with the City and paid out once reimbursement is received from HRA carrier. This amount would be taxed and the City will provide a 1099 to person(s) noted on the beneficiary form) OR
2. Notification to continue utilizing this money for payment of health insurance premiums.

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

Note: If monies are paid out in an HRA or payroll check and a qualifying event or resignation affects this benefit, then members of this bargaining unit will be responsible for making the employer whole and/or the employer makes members of the bargaining unit whole through

payroll with signed documentation of this action. If employee resigns or separates employment with the City, the monies will be paid out once reimbursement is received from the HRA carrier and the amount will be taxed and reported as income. The HRA amount for that year will be paid in full if retiring from the City with twenty (20) years employment, but the retiree is responsible for the monthly administrative fee from date of retirement and each year funds are available to spend down in the account. If administrative fees are not paid, the City reserves the right to pay out the monies as taxed income to the retiree.

- a. 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.
- b. New hires(original 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; (language in Foremen contract); Employees hired on or after 1/1/2021 will be covered by **FLMHIT** with percentage of total premium per status or 100% single coverage at time of retirement, but no supplemental health coverage provided by the City once retiree turns 65(Medicare only).

- c. **Co-pays for FLMHIT plans are as follows:**

Co-pays:

- **Effective January 1, 2025, premium co-pays contributions shall be as follows:**

**Single coverage: Employer pays 100% of premium
Family coverage: Employer pays 80% of premium**

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Once vested with twenty years (20) per City Council resolutions and the employee reaches age 65, a medicare supplemental plan will be provided at a single coverage level.

In 2025, this benefit will begin the first full pay period in the month following contract ratification.

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- All employees hired prior to December 31, 2003 qualify for a 100% single plan if their status changes.
- Employees hired on or after January 1, 2004 shall be on the base plan of FLMHIT Core and the City will continue to pay 100% of the premium for the single FLMHIT Core base plan. If the employee needs to add dependents, the employee is required to pay 30% of the total premium years one through five years of employment and 20% of the total premium beginning the 1st day of the sixth (6th) year & indefinitely thereafter. Once vested with twenty years (20) per City Council resolutions and reaches age 65, Medicare (currently MVP Gold) or and equivalent with cover a single plan with co-pay percentage, if applicable.
- Employees hired on or after January 1, 2009, shall be on the base plan of FLMHIT Core and the City will pay 100% of the premium for the single FLMHIT Core base plan. If the employee needs to add dependents, the employee is required to pay 45% of the total premium for the first three (3) years of employment, 35% of the total premium for years four (4) and five (5) years of employment and 20% of the total premium beginning the 1st day of the sixth (6th) year of employment & indefinitely thereafter.

d. In exchange for switching the health insurance base plan: a) the City is including, as part of the wage settlement, a 1% increase in the 1999 wage increment; and b) 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.

e. Should any employee wish to remain with FLMHIT Mid or higher plan than base, that right would exist, provided the employee pays the entire difference between the City's Base cost for that employee and the then current cost of the FLMHIT coverage. This right would also rebound to the employee during retirement, provided the service time provision required for vesting is met.

f. 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 FLMHIT, but chooses a less expensive single person coverage, the vested right is in FLMHIT 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 premium 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 switching or buy-outs provisions would hereafter be indexed against the cost of Choice.

b. If a retiree chooses a local insurance program that is less expensive than the amount of FLMHIT base plan, the City will pay the cost of that insurance alternative, subject to the retiree benefit level and matching or co-pay status.

c. Retirees have the right to switch to FLMHIT supplemental coverage, or an equivalent, when they reach the age of 65. Employees hired after January 1, 2004 will be covered by FLMHIT over 65 plan once such employee reaches age 65-single plan (noted above). Employees hired after January 1, 2021, no supplemental coverage once reach age 65

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.

C. Significant Change in Employee Health Insurance- In the event of a significant change in the base health insurance plan, the City will make all reasonable good faith efforts to identify other plans that are comparable to the base plan and such plans will be offered to the employees. If there

is disagreement regarding this issue, between the City and the employees, this shall be considered to be a re-opener, but only for this issue.

D. Health Insurance for Surviving Spouse-

- a. If a member of the Union is killed on duty, his or her spouse will be covered by the City for health insurance, with the same co-pay obligation as would have been required of the deceased employee at the time of death, until the surviving spouse reaches the age of 65 or the spouse remarries or dies, whichever occurs first.
- b. Surviving dependent children would be covered as provided for by the terms of the health insurance family plan coverage and will be responsible for co-pay to the same extent they would have been obligated for co-pay while the deceased employee was alive. Dependent coverage will end at the earliest of the following: (i) when the surviving spouse reaches the age of 65, re-marries, or dies, whichever occurs first, or (ii) when the dependent reaches age 18 unless the dependent is a full time student, in which case coverage will continue until age 22 so long as the dependent remains a full time student.
- c. For the purpose of this section, "killed" means death resulting from a non-natural cause, such as industrial accident or other external force directly related to the employee's work duties. Death resulting from a health condition of the employee (e.g. heart attack or stroke) that arises or occurs during working hours does not constitute a "killing" under this section.
- d. If a current employee or retiree expires, the City will continue to pay the health Insurance of the surviving spouse (or covered dependents) for the remainder of the month which the employee or retiree passes and the next two (2) consecutive months.

Buy-Out, Switching and Shared Savings Procedure

Health Insurance Buy- out, Switching and Savings Procedure

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 covered under their spouse's insurance plan or if the employee chooses a less expensive medical plan offered by the City. Note that the only exception to eligibility is where 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 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 employee must remain without coverage for at least six (6) months to receive the lump sum payment. This payment will be made on the last pay period following the six (6) month requirement has been met and will be subject to applicable withholdings. The City pays this benefit twice a year as follows: if the six months are completed between January 1 and June 30, payment will be made July 15; if the six months are completed between July 1 and

December 31, payment will be made December 31. Contact the Personnel Office if there are any questions regarding this benefit.

d. The amount of the payment will be equal to 50% of the premium savings realized by the City. As of January 1, 2021, the premium cap shall be defined as the lowest cost 2-person plan offered by the City (the amount of the premium shall be adjusted annually based on cost of the premium for each year), which is FLMHIT HDHP 1800 (administrator currently MVP).

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

1. HRA for this amount will be put on the following years HRA account- (Example: 50% of savings for 2021 put on HRA 1/1/2022); OR

2. Receive payroll check-one payment in December.

2. Effective 1/1/2025, buyout will be as follows:

a. Single - \$3000

b. Family - \$6,000

c. Employees not receiving a partial buyout for buying down family coverage to single coverage as of December 31, 2024 are not eligible for this benefit.

d. Employees receiving a partial buyout as of December 31, 2024 will receive, as of 2024, assuming they continue to buyout (eligible for family and taking single coverage only) the following amounts:

i. \$6,000 in 2025

ii. \$5,000 in 2026

iii. \$3,000 in 2027 and thereafter

3. 2021, New hires into the unit & not on City health insurance plan- Buyout capped at flat amount based on eligible plan as follows:

a. Single - \$3,000

b. 2 Person - \$4,000

c. Family-No Spouse - \$5,000

d. Family - \$6,000

e. No buyout for anyone already carrying some type of City health insurance plan (new hires as of 1/1/2021 only)

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e.d. If the employee, after choosing the buyout 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.e. If the employee chooses to pick up coverage premature of his/her anniversary date, then: 1) he/she forfeits the lump sum payment entirely if he/she opted out for (6) months or less; or 2) he/she receives an amount prorated by month if he/she opted out for more than six (6) months.

g.f. An employee has the right to renew health care coverage at open enrollment – January 1st of each year or any other selected open enrollment, if offered, unless there is a qualifying event and even if he/she opted out of coverage for more than twelve (12) months.

h. This benefit is prorated based on start date and/or retirement/separation of employment with the City.

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, daycare costs and other medical or dental costs with pre-taxed dollars.

Section 4 – Workers' Compensation – On the Job Injury

Each employee will be covered by the applicable Workers' Compensation law. The Employer agrees to pay employee unable to work and receiving Workers' Compensation benefits a supplemental sum equal to the difference between their wages and their compensation benefits not to exceed nine (9) months. Employees hired after 1/1/2021, not to exceed six (6) months.

In order to qualify an injury as occurring on the job it is necessary that the employee fill out an accident report immediately following the injury. The Employer has the right to send the employee to the hospital or a City designated doctor for evaluation and treatment of his injury. Costs, including the doctor and mileage shall be the responsibility of the City.

Section 5 – Payroll Deduction-Deferred Compensation Program

City shall afford the opportunity to all employees within the unit to participate through payroll deduction, a tax sheltered annuity plan, plus sickness and accident insurance at no cost to the City.

The above payroll deduction deferred compensation program shall be available by July 1987.

ARTICLE XVI HOLIDAY PROVISIONS

Section 1 – Holidays Recognized

The City will provide in addition to the present 13 day holiday schedule, $\frac{1}{2}$ day holiday immediately prior to Christmas, $\frac{1}{2}$ day holiday immediately prior to New Year's Day and $\frac{1}{2}$ day holiday on Good Friday. **Under the present holiday schedule, the City agrees to grant the day after Thanksgiving as a holiday in lieu of Election Day.** The current holidays recognized by the City of Geneva shall be:

$\frac{1}{2}$ day before New Year's	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
$\frac{1}{2}$ day Good Friday	Veterans' Day
Memorial Day	1/2 Day before Christmas
Independence Day/4 th of July	Juneteenth
Christmas Day	Day after Christmas
One (1) floating holiday	

Holidays –

- A. Good Friday, day before Christmas and day before New Year's Day shall be a four (4) hour workday for hourly employees, with pay for eight (8) hours. If more than four (4) hours are worked this time shall be compensated at time and one-half.
- B. If a holiday is observed on a date when an employee is scheduled day off or during his vacation, he/she shall (at his/her option) receive either an in lieu day for that day or an additional 8 hours pay. An in lieu day shall be used within one year of the holiday with the immediate supervisor approving the actual day taken off.
- C. Employees scheduled or called into work on Easter Sunday will receive two and one half (2 ½) times his/her normal hourly wage for hours actually worked on that holiday.
- D. To be eligible to receive holiday pay the employee must work the employee's last scheduled work day prior to and the employee's next scheduled work day after the use of holiday pay accrued time off—this pertains to calling in sick on the day before and/or the day after a paid holiday. If a call off occurs on the day before or after the paid holiday, the employee forfeits the holiday pay. However, if the employee calls in sick the day before/after a holiday and provides a medical statement certifying illness/injury, he/she will be paid the holiday pay. The medical statement will be provided upon the date the employee returns to work.

Section 2 – Eligibility Requirement

Employees shall be eligible for Holiday pay if the employee would have been scheduled to work on said day if it had not been observed as a holiday unless the employee is on a day off, vacation, or sick leave and the employee worked his last scheduled work day prior to the holiday, unless he is excused by the Employer.

ARTICLE XVII

VACATIONS

Section 1 – Vacation Eligibility

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 two weeks prior.

Vacation leave accruals may be used in one-half (1/2) day increments.

Section 1- Vacation Eligibility:

Vacation shall be calculated on a calendar year basis, except for the new hires first year is prorated as noted below:

Start date* up to December 31st year hired:	1 week
January 1st following date of hire through 4 years:	2 weeks
5-12 years:	3 weeks
13-19 years:	4 weeks
20-27 years:	5 weeks
28 years and over:	5 weeks and 1 day, then 1 additional day for each additional year of service—maximum five days added

* New hire calculation: prorate vacation at one half-day (1/2 day-4 hours) per month if start before 15th 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, 2008...vacation prorated as 2.5 days (20 hours), then January 1, 2009 to December 31, 2012.....2 weeks (80 hours) for the calendar year, January 1, 2013—3 weeks

- A. The City will post sign up sheets during the month of December; 2022—post December 1, 2021 and 2023—post December 1, 2022
- B. Each employee may voluntarily sign up for vacation. Any employee desiring to sign up will have 10 working days from date of sign up to fill in their request.
- C. City will designate on the sign up sheet dates for major work efforts where limited or no vacations will be allowed. City will provide the Union with a copy of the proposed sign up sheet at least 2 weeks in advance of posting for review and comment.
- D. After the sign up time is completed, senior employees cannot bump other employees if all vacation spots are already taken in a particular time period.
- E. Any vacation request made in a time other than December will be granted on a first request basis. Where the same vacation days are requested by two or more employees, seniority will prevail. Changes in vacation plans or requests for single days off made after the contractual vacation selection period may be approved at the discretion of supervisor. The supervisor can refuse to grant such vacation request at his discretion.
- F. Employees will attempt to request changes in 1 week or more vacation at least 1 week prior to taking vacation. For lesser amounts of time, employees will attempt to request changes at least 24 hours prior to the requested time off.
- G. Any vacation not utilized during the calendar year will be lost unless failure to use vacation was at the request of the employer.

Section 2 – Vacation Pay upon Retirement

- A. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated at the time of separation.
- B. In the case of the death of such employee, such payment shall be made to his estate.

Section 4 – Vacation Conversion

- A. The City will, upon written approval of their Supervisor and City Manager, reimburse employees for unused vacation days. All requests for buy-back of unused vacation time must be in writing and submitted no later than December 1st of each contract year. Remaining vacation days (subject to the limits stated below), as of December 31st each year, will be rolled over and used the following year. If an employee is eligible for two (2) weeks or more vacation based on criteria stated in Section 1 – Vacation Eligibility Employees eligible for 2 weeks or more can convert a total maximum of five (5) vacation days to be used as follows each calendar year:
 - Buyback-paid out at a cap of five (5) days;

- Rollover-unused vacation days rolled over at a cap of five (5) days.
- Any combination of buyback and/or rollover at a cap of five (5) days(example: buyback 3 days and rollover 2 days-total of 5 days)

B. If an employee's request to use vacation time is denied after the deadline for submission of his/her written request to buy back vacation is due for that year, the employee may apply for buy back of the denied year-end vacation, so long as such application is made in writing by January 15 of the following year. All vacation buy back for time during the previous year will be paid at the salary rate applicable during the previous year. Payment of such year-end vacation buy back shall be made by the second pay period of February.

ARTICLE XVIII **WEEKS, DAYS, HOURS OF WORK**

Section 1 – General

- A. The regular work week for all City employees in the Department of Public Works, except as hereinafter specifically mentioned, shall consist of forty (40) hours: eight (8) hours per day, Monday through Friday inclusive.
- B. The specific Hours of Work: start time, lunch time, lunch duration, break times, and end of shift time, may be varied in each Division by a need of the City to change work hours. A vote within the Division involved must be held and ratified by a simple majority of the bargaining unit employees involved in that Division.

Section 2 – Water Treatment Plant

These employees shall be employed on forty (40) hour shifts of eight (8) hours each with sixteen (16) hour intervals of off time on a seven (7) day per week basis.

Section 3 – Sewage Treatment Plant

These employees shall be employed on forty (40) hour shifts of eight (8) hours each with sixteen (16) hour intervals of off time on a seven (7) day per week basis. When plant operates on one shift, the hours shall be 7:00 A.M. to 3:30 P.M. with a one-half (1/2) hour lunch period.

Section 4 – Building and Parks

These employees shall be employed Monday through Friday inclusive consisting of forty (40) hour weeks, commencing at 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour lunch period.

Section 5 – Water Maintenance

These employees shall be employed Monday through Friday inclusive consisting of forty (40) hour weeks commencing at 7:00 A.M. to 3:30 P.M., with one-half (1/2) hour lunch period.

Section 6 – Highway & Sewer

These employees shall be employed Monday through Friday, inclusive consisting of forty (40) hour weeks, commencing at 7:00 A.M. and terminating at 3:30 P.M., with a one-half(1/2) hour lunch period.

Section 7 – Reporting To Work

Any permanent employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report. If work on the job is not available, and the employee is excused from duty, he shall be paid, at his regular rate, for four (4) hours work. If an employee works any part of the four (4) hours, he shall be paid for the entire day. However, under no circumstances will an employee be sent home for the purposes of avoiding the payment of overtime.

Employees arriving late to work may be subject to disciplinary action.

Section 8 – Rest Periods

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half shift, from stop of work to start of work at the job site. The rest period shall be scheduled as near to the middle of each one-half shift as is possible. Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Section 9 – Flex Time

Flex time, on a voluntary basis, will be in effect during the period of April 1st to November 30th of each year only. The City shall be required to give a posting ten (10) workdays, with five (5) day advance notice, to employees who will be scheduled to work an eight (8) hour shift during the hours of 6:00 A.M. to 6:00 P.M. The changes in work schedule may occur as often as the City desires and shall be in increments of five (5) workdays. Employees will receive shift differential only on the hours worked outside their normal eight (8) hour shift. Where more than one (1) employee expresses interest in working a posted flex schedule, assignments will be made to the most senior employee on a rotational basis, assuming the employee is qualified to work in the job classification.

ARTICLE XIX

WAGES

Section 1 – General

This Agreement shall cover salaries and wages for the period starting January 1, 2024 and ending December 31, 2027. An increase in wage schedules and pay shall be given to all employees covered by this Agreement in an amount below for each year 2021-2023 2024-2027.

Section 2 – Wages

A. Employees shall be compensated in accordance with the wage scales as follows:

Three (3) year contract with salaries noted below:

Effective January 1, 2021:—2.0%
Effective January 1, 2022:—2.0%
Effective January 1, 2023:—2.0%

Four (4) year contract with salaries noted below:

- Effective January 1, 2024 - 3.00%
 - Effective January 1, 2025 - 3.50%
 - Effective January 1, 2026 - 3.5%
 - Effective January 1, 2027 - 3.75%

The 2024 retro payment will be distributed as a lump sum payment by the second pay period of the month following Tentative Agreement ratification and, at the employees' option, can be placed into deferred compensation.

If MEO title loses CDL temporarily, can be presented to the City Manager for review to be assigned to maintain position at \$1.00 less current rate of pay depending on review and decision of the City Manager. City Manager's discretion on decision and it is not grievable/arbitrable.

Stipend to each employee in the unit paid out in first payroll in January of each contract year. (Define if can put into HRA (forms will be distributed in October of each calendar year and each member of the bargaining unit must complete and return this form by November 1st of each contract year or Deferred Compensation (this form must be completed by December 31st).

2021 \$250.00

2021-\$250.00

2022 \$250.00

~~2025 - \$250.00~~

^{**}Stipend-II hired on or after 1/1/2021 not eligible for this benefit

Laborer performing Water Meter Reader duties will go from W-7 to W-9 effective 1/1/14.

Effective 1/1/2021 if on salary schedule hired before 1/1/2018; if receive or have Grade D water license as MEO-move from W-9 to W-10

- Change Electrician from W-9 to W-11 as of January 1, 2014 and review performance in 2014 in November 2014 look at another MOA to move to a DW-17as of January 1, 2015. This position would be required to have a CDL and maintain over the tenure of employment with the City;
 - Promote three (3) Laborers titles to Motor Equipment Operator--Move all three (3) applicants to Motor Equipment Operators as of January 1, 2014. The posting indicated one (1) vacancy, but we plan to reclassify the laborers titles. The City's goal is to have all MEO's in future, but allow individuals currently employed with the City to remain as Laborers, if they chose. Each applicant has six (6) months to receive CDL, if fail then go to Laborer until next open vacancy. All new entry level hires will continue to be MEO titles. All MEO titles must have a CDL license and maintain over the tenure of employment with the City of Geneva.

• Effective via MOA on 03/20/2024: Laborer title as a full-time position. Laborer wage will be \$1.00 less than the MEO position (ex. 2023 wage MEO \$26.05, Laborer will be \$25.05). This wage will remain the same the entire time during the probationary period. Probationary Laborer must attend Certified Driver's License (COL-Class B) course sponsored by the City of Geneva and successfully complete the course with full

certification. To be an eligible participant in the City of Geneva sponsored course the probationary laborer must have never held a COL-Class B license and must meet all the required admission requirements for the training course. An Employment Agreement must be signed by the probationary Laborer. Laborers must complete the course successfully prior to the end of the twelve (12) month probationary period and are only afforded that timeframe for laborer employment. Upon obtaining CDL, probationary laborer will submit all documentation to the Human Resource Office and complete MEO application, including Clearinghouse documents and requirements. Employee will be a probationary MEO for twenty-six (26) weeks. Probationary MEO will move to the MEO wage based on next full payroll after completion of CDL Class B certification. If an employee is hired that already has the Class B license, the employee will remain a laborer for the first six (6) months while completing required paperwork to become Motor Equipment Operator.

Employees hired before 01.01.2018				
W-7: Laborer	2024	2025	2026	2027
Step 1	26.16	27.10	28.05	29.10
Step 2	27.07	28.04	29.00	30.08
Step 3	27.98	28.62	29.63	30.74
Step 4	28.38	29.37	30.40	31.54
W-9: MEO, WW Plant Maintenance Trainee, Mechanics Helper, MEO				
Mechanic	2024	2025	2026	2027
Step 1	27.66	28.62	29.60	30.74
Step 2	28.38	29.37	30.40	31.54
Step 3	29.00	30.02	31.07	32.24
Step 4	29.77	30.81	31.89	33.09
W-10: WP Operator Trainee, WW Plant Operator Trainee, HEO, Building Main Worker, Park Main Worker				
Park Main Worker	2024	2025	2026	2027
Step 1	28.38	29.37	30.40	31.54
Step 2	29.00	30.02	31.07	32.24
Step 3	29.78	30.82	31.90	33.09
Step 4	30.41	31.47	32.57	33.79
W-11: PW Maintenance Assistant, Water Maintenance Worker, Electrician, WWTP Maintenance Worker, WTP or WWTP Permanent Trainee, Street Maintainer				
Street Maintainer	2024	2025	2026	2027
Step 1	29.00	30.02	31.07	32.24
Step 2	29.78	30.82	31.90	33.09
Step 3	30.41	31.47	32.57	33.79
Step 4	31.65	32.65	33.80	35.06

PW-17: Street & Sewer Main Worker WP Operator, WWP Operator Senior Water Main Worker Automotive Mechanic, Lab Tech Electrician				
				Formatted: Highlight
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Step 1 20.96 32.05 33.17 34.41				
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Step 2 22.24 33.37 34.54 35.80				
				Formatted: Highlight
Step 3 23.47 34.33 35.53 36.80				
				Formatted: Highlight
Step 4 24.14 35.34 36.58 37.95				
				Formatted: Highlight
New Hires Upon Ratification - 11.02.2017 Grade 1: MEO, MEO/Mechanic Laborer is \$1 Less than MEO (See above)				
				Formatted: Highlight
A 26.83 27.77 28.74 29.81				
				Formatted: Highlight
A 1/2 27.13 28.08 29.06 30.15				
				Formatted: Highlight
B - after 1 year 27.43 28.39 29.38 30.46				
				Formatted: Highlight
C - after 2 years 28.02 29.00 30.01 31.14				
				Formatted: Highlight
D - after 3 years 28.60 29.60 30.64 31.79				
				Formatted: Highlight
E - after 4 years 29.19 30.21 31.27 32.44				
				Formatted: Highlight
F - after 5 years 29.77 30.81 31.89 33.06				
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Grade 2: PW Maint Assist, HEO WTP and WWTP Operator Trainee Building Maint Worker, Grade D water license, CPSI, Street Maintained				
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A 27.46 28.42 29.42 30.52				
				Formatted: Highlight
A 1/2 27.79 28.72 29.72 30.84				
				Formatted: Highlight
B - after 1 year 28.05 29.03 30.04 31.17				
				Formatted: Highlight
C - after 2 years 28.63 29.64 30.67 31.82				
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D - after 3 years 29.23 30.25 31.31 32.49				
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F - after 4 years	29.82	30.86	31.94	33.14	Formatted: Highlight
F - after 5 years	30.41	31.47	32.57	33.73	Formatted: Highlight
Grade 3: WTP & WWTP Operators, Automotive Mechanics, Electrician, Lab Tech	2024	2025	2026	2027	Formatted: Highlight
A	28.60	29.60	30.64	31.73	Formatted: Highlight
A 1/2	28.90	29.91	30.96	32.12	Formatted: Highlight
B - after 1 year	29.19	30.21	31.27	32.44	Formatted: Highlight
C - after 2 years	29.79	30.83	31.91	33.11	Formatted: Highlight
D - after 3 years	30.36	31.43	32.53	33.73	Formatted: Highlight
E - after 4 years	30.99	32.03	33.16	34.40	Formatted: Highlight
F - after 5 years	34.14	35.34	36.58	37.93	Formatted: Highlight

Employees hired before January 1, 2018—Wages listed below:

2021

CLASSIFICATION & GRADE	—B	—C	—D	—E
W-7				
Laborers	24.43	25.26	25.81	26.48
W-9				
Laborer/Water-Meter Reader	25.81	26.48	27.07	27.78
Motor-Equipment Operator				
Wastewater Plant Maintenance				
—Trainee				
Mechanics Helper				
W-10				
Water-Plant Operator Trainee				
Wastewater Plant Operator				
—Trainee	26.48	27.07	27.78	28.38
Heavy-Equipment Operator				
Building-Maintenance-Worker				
Park Maintenance-Worker				
W-11				
Public-Works-Maintenance-Asst.				
Water Maintenance-Worker	27.07	27.78	28.38	29.44

Electrician
Wastewater Plant Maintenance
—Worker
Water and/or WWTP Permanent
Trainee

DW-17

Street & Sewer Maintenance

—Worker

Water Plant Operator **28.90** **30.08** **30.95** **31.86**

Wastewater Plant Operator

Senior Water Maintenance

—Worker

Automotive Mechanic

Lab Technician

Electrician

CLASSIFICATION & GRADE	—B	—C	—D	—E
W-7				
Laborers	24.92	25.76	26.32	27.01
W-9				
Laborer/Water-Meter Reader	26.32	27.01	27.61	28.34
Motor Equipment Operator				
Wastewater Plant Maintenance				
—Trainee				
Mechanics Helper				
W-10				
Water-Plant Operator Trainee				
Wastewater Plant Operator				
—Trainee	27.01	27.61	28.34	28.94
Heavy Equipment Operator				
Building Maintenance Worker				
Park Maintenance Worker				
W-11				
Public Works Maintenance Asst.				
Water Maintenance Worker	27.61	28.34	28.94	30.03
Electrician				
Wastewater Plant Maintenance				
—Worker				
Water and/or WWTP Permanent				
Trainee				
DW-17				
Street & Sewer Maintenance				
—Worker				
Water Plant Operator	29.47	30.68	31.57	32.50
Wastewater Plant Operator				
Senior Water Maintenance				
—Worker				
Automotive Mechanic				
Lab Technician				
Electrician				

CLASSIFICATION & GRADE	—B	—C	—D	—E
W-7				
Laborers	25.42	26.28	26.85	27.55
W-9				
Laborer/Water Meter Reader	26.85	27.55	28.16	28.91
Motor Equipment Operator				
Wastewater Plant Maintenance				
—Trainee				
Mechanics Helper				
W-10				
Water Plant Operator Trainee				
Wastewater Plant Operator				
—Trainee	27.55	28.16	28.91	29.52
Heavy Equipment Operator				
Building Maintenance Worker				
Park Maintenance Worker				
W-11				
Public Works Maintenance Asst.				
Water Maintenance Worker	28.16	28.91	29.52	30.63
Electrician				
Wastewater Plant Maintenance				
—Worker				
Water and/or WWTP Permanent				
Trainee				
DW-17				
Street & Sewer Maintenance				
—Worker				
Water Plant Operator	30.06	31.30	32.20	33.15
Wastewater Plant Operator				
Senior Water Maintenance				
—Worker				
Automotive Mechanic				
Lab Technician				
Electrician				

Salary Structure—New Hires Upon Ratification 11/2/2017

All new hires must have a CDL and maintain through tenure of employment

Grade 1: MEO:

		102.0%	102.0%	102.0%
		<u>2021</u>	<u>2022</u>	<u>2023</u>
Starting Rate	A	25.04	25.54	26.05
after 6 months	A 1/2	25.32	25.82	26.34
after 12 months	B	25.59	26.10	26.63
after 2 years	C	26.14	26.67	27.20
after 3 years	D	26.69	27.23	27.77
after 4 years	E	27.24	27.79	28.34
after 5 years	F	27.77	28.33	28.90

Grade 2:

PW Maint Assist, HEO's, WWTP & WTP Operator Trainees (probationary & permanent), Building Maint. Worker, Grade D Water License, CPSI*;*

		2021	2022	2023
Starting Rate	A	25.62	26.13	26.66
after 6 months	A 1/2	25.90	26.42	26.94
after 12 months	B	26.17	26.70	27.23
after 2 years	C	26.72	27.26	27.80
after 3 years	D	27.27	27.82	28.38
after 4 years	E	27.83	28.38	28.95
after 5 years	F	28.38	28.94	29.52

Grade 3:

WWTP & WTP Operators, Automotive Mechanic, Electrician, Lab Technician:

2021	2022	2023
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Starting Rate	A	26.69	27.23	27.77
after 6 months	A 1/2	26.97	27.51	28.06
after 12 months	B	27.24	27.79	28.34
after 2 years	C	27.80	28.35	28.92
after 3 years	D	28.34	28.90	29.48
after 4 years	E	28.89	29.46	30.05
after 5 years	F	31.86	32.50	

*Grade D Water Distribution certificate issued under the NYS Sanitary Code; *CPSI-Certified Playground Safety Inspector Example; New hire starts 5/1/2017—\$22.80 Grade 1;
 11/2/17—\$23.05; 5/2/2018—\$23.88
 on 8/1/18 receives Grade D Water License(Grade 2)—\$24.43; 1/1/19—\$25.04; 5/2/19—\$25.56

B. Shift Differential

4% Base Salary - 4 P.M. to 12 P.M. Shift
 5% Base Salary - 12 P.M. to 8 A.M. Shift

Shift Differential is effective only when employee is assigned to another shift. Shift times noted are illustrative; start/stop times may vary between Divisions.

C. Educational Incentive

Employees hired before 1/1/2021 receive this educational benefit; New hires 1/1/2021 and after not eligible for this benefit.

An Education Incentive of \$300.00/year for an Associate Degree from an accredited institution in a related field.

An Educational Incentive of \$500.00/year for a B.S. or B.A. Degree from an accredited institution in a related field.

This payment will be prorated to the first and last years of employment according to the amount of time the employee was employed during his/her first and final years.

Employee with a license (asbestos or back flow prevention) A stipend of \$50.00 per day is paid to any employee who is assigned to a project that requires that specific license and will be certified by the Supervisor and the Department Head or his/her designee. This stipend will be paid out once in November of each contract year as certified by the Department.

Section 3 – New Positions

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Section 4 – Pay Day & Period

- A. The salaries and wages of the employees shall be paid on the same day each period; in the event this day is a holiday, the preceding day shall be the payday. Payroll is bi-weekly.
- B. Elected Treasurer of Unit # 7852-02 shall be allowed on (1) hour each week without loss of pay to conduct Union business. The one (1) hour weekly time period to be mutually acceptable to the immediate supervisor of the employee and the employee-treasurer.

Section 5 – Longevity Service Pay

An employee shall be paid longevity on the following basis:

5 to 9 years	\$350.00 per year
10 to 14 years	\$650.00 per year
15 to 19 years	\$850.00 per year
Over 20 years	\$1150.00 per year
Each year over 25	\$1150.00 plus \$50

Example: 26 years: \$1150 plus \$50 = \$1200; 30 years: \$1150 plus \$250 = \$1400

Eligible employees shall receive their Longevity Service Pay in a separate check to be issued in November of each contract year.

Section 6 – Premium Pay

- A. All salaried employees, except supervisory, administrative, technical and professional, shall be paid over-time as stipulated in this contract.
- B. Time and one-half will be paid as follows: Employees working over eight (8) hours in one (1) day or forty (40) hours in one week shall be compensated time and one-half, and on Holidays, holiday pay plus one and one-half for plus time worked.

Section 7 – Overtime and Equalization of Overtime Hours

- A. An employee called for emergency duty in addition to his regular working hours shall receive not less than four (4) hours' regular pay. The employee shall receive premium time for the time actually worked at time and one-half, and if he does not work four (4) hours, he shall receive straight time for the remaining time to the minimum of four (4) hours regular pay.
- B. Overtime hours shall be divided as equally as possible among employees in the same classification in their Division. An up-to-date list showing overtime hours will be posted each month for hourly, and quarterly for salaried in a prominent place in each Division.
- C. Any employee required to work four (4) hours of overtime following his regular full day shall then be granted one-half (1/2) hour off with pay for the purpose of eating, providing he will be required to return for additional overtime. A similar one-half hour off with pay shall be granted for each such four (4) hour period of overtime to be followed by additional overtime. This provision is intended to apply only to emergency overtime work following regular working hours, and shall not apply when an employee is required to work not more than eight (8) hour shift at overtime rates because such work is done on a day other than his usual work day.

- D. Whenever overtime is required, the person with the least number of overtime hours in that classification within his Division will be called first, and so on down the list, in an attempt to equalize the overtime hours insofar as practicable. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work.
- E. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period. Four (4) hours minimum.
- F. Any employee required to work emergency overtime expected to exceed two hours prior to or immediately following his regular full day shall be permitted time off without pay for the purpose of eating a meal if he desires, and if conditions of the emergency permit. The following regulations will cover all divisions of the Department of Public Works.
- G. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.
- H. When, in accordance with the Division regulations, the emergency crews have been working overtime the prescribed length of time, and are entitled to meals, the City will authorize payment of the following maximum amounts for such approved meals:

Breakfast	\$5.50
Lunch	\$8.50
Dinner	\$10.00

Employee may select to receive this compensation in cash for meals earned but not eaten on overtime.

Section 8 – Compensatory Time(Excludes Water and Wastewater Treatment Plants- see attached language):

Employees shall have the option of taking compensatory time off, at the rate of time and one-half, in lieu of overtime payment(must be noted on time sheet-request of compensatory time, otherwise paid out). Employees may not maintain more than 40 hours of compensatory time at any time. Notwithstanding any other provision of this section, all compensatory time must be used by the end of the calendar year in which it was earned. If not used by the end of the calendar year, the employee shall be paid for the time. Request for compensatory time off will be made in the same manner as vacation time request. Compensatory time can be used in fifteen (15) minute increments.

ARTICLE XX
GENERAL PROVISIONS

Section 1 – Safety Committee

The Employer and Union agree jointly to establish a safety and health committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety and health activities.

Section 2 – Protective Devices

The Employer shall provide necessary rain gear and equipment to properly protect the employees from injury and inclement weather.

Section 3 – Uniform or Uniform Allowance and Clothing Allowance

Clothing Allowance: The City will select a vendor for each laborer to receive \$300.00 to purchase work clothing each year of the contract. Employees (automotive mechanics, **MEO Mechanic**, WTP and WWTP employees) will receive an additional \$200.00 each contract year due to work in each of the departments.

Section 4 – Volunteer Firemen

An employee who is a member of the Geneva Fire Department may answer a fire call without loss of time or pay. Members of the Geneva Fire Department elected to attend a function of the Geneva Fire Department, such as conventions or education 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.

Section 5 – Use of City Vehicle for Transportation to/from Random Drug and Alcohol Testing

Whenever possible, employees selected for random drug and alcohol testing shall use their own vehicles for travel to and from such testing. If the employee selected for random drug and alcohol testing does not have his/her own transportation, he/she shall either be allowed to use a City vehicle or shall be provided with transportation to and from the testing site.

ARTICLE XXI

DISCHARGE AND DISCIPLINE

Section 1 – Notice of Discharge or 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 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 ninety (90) calendar days 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 sixty (60) calendar days of such discovery.

Section 2 – 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 Article XXII 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 discharge or discipline with the steward of the division, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

Section 3 – Use of Past Record

- A. In imposing any discipline on a current charge other than charges of drinking and accidents cause through the operation of the Employer's vehicle, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- 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.

ARTICLE XXII

GRIEVANCE PROCEDURES

An employee with grievance in connection with his employment 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 within ten (10) working days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the steward 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 Director of Public Works 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 **chairman Chair** to the City Manager in writing within seven (7) work days after the response of the Division Superintendent 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 Unit 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 arbitrator.

ARTICLE XXIII EMPLOYEE DEFINITIONS

Section 1 – Temporary/Seasonal Employees

- A. When necessary, Temporary/Seasonal employees will be hired for a period not to exceed eight (8) months.
- B. Prior to the employment of any Temporary/Seasonal employees, the City will notify the Union in writing as to the employees starting date, maximum period of employment, classification and wage rate.
- C. Any such employees who remain City employees beyond eight (8) months shall become part of the bargaining unit.
- D. Such employees will be paid at a wage rate no higher than a Step B Laborer without the written agreement of the parties.
- E. Such employees cannot be re-employed as Temporary/Seasonal employees until at least one (1) year has passed from their most recent hiring date as a Temporary/Seasonal employee.
- F. Temporary/Seasonal employees shall not be entitled to receive fringe benefits, shall acquire no seniority and shall replace no permanent employee.

ARTICLE XXIV TRANSPORTATION

Section 1 – Reimbursement

Employees will be reimbursed at the published IRS rate for all City authorized travel in their own individual vehicles.

ARTICLE XXV LIGHT DUTY

The following guidelines provide for and establish the terms and conditions under which an employee for the City of Geneva may be assigned to light duty status.

1. Light duty shall be at the City's option for job related injuries only.
2. Both the employee's physician and the City's physician must agree that the employee is capable of working.
3. The physicians must clearly state any restrictions that may apply, after reviewing the employee's job description.
4. Based on the medical restrictions imposed by the physicians, the City Engineer/ Director of Public Works shall assess the possible duty assignments, within the Department of Public Works, which might accommodate the restrictions without adverse effects on department operations.

5. The City Engineer/Director of Public Works shall then outline the individual's light duty assignment, in writing, providing a copy for the employee and the employee's Union.
6. Once assigned to light duty, the employee will be responsible for advising the City Engineer/Director of Public Works, in writing, of any changes in his medical condition. The City shall have the option of sending the employee for a medical examination at any time and at the City's expense.
7. Light duty status shall be reviewed on a case by case basis at least annually.

ARTICLE XXVI FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

ARTICLE XXVII TERMINATION

Section 1 – Termination

This Agreement shall be effective as of the 1st day of January 2021 and shall remain in full force and effect until the 31st day of December 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the union, to the Unit Union Secretary, and to the Employer, addressed to the City Manager, City Hall, Geneva, New York or to any such address as the Union or the Employer may make available to each other.

Section 2 – Modification

No amendment, alteration or modification of this Agreement shall be binding unless it is in writing and signed by the City Manager and at least two (2) duly elected officers of Unit # 7852-02 and one (1) officer of CSEA, Inc. Labor Relation Specialist.

ARTICLE XXVIII SAVINGS CLAUSE

Section 1 – Savings Clause

If any of the provisions of this Agreement shall be found to be invalid by a court of competent jurisdiction all other provisions shall remain in full force, other than the provision found to be invalid, and it is agreed that the provision shall immediately be renegotiated.

Section 2 – Legislative Action

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

ARTICLE XXIX PERFORMANCE EVALUATIONS

Memorandum of Agreement dated February 14, 2003 will be attached to this contract as an addendum (see attached).

ARTICLE XXX TIME SCHEDULE FOR NEGOTIATIONS

It is mutually agreed by the Employer and the DPW Laborers that the following time schedule be established for the 2024 negotiations:

- **By March 1, 2023: City of Geneva presents written proposal to DPW Laborers;**
- **By March 15, 2023: DPW Laborers presents their written proposal to City of Geneva;**
- **By March 23, 2023: First face-to-face negotiation session, includes signing of ground rules. Both parties to avoid delay or postponement.**

ARTICLE XXXI POLICY AND PROCEDURE 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, Use of City-Owned Vehicles, CDL license and Drug & 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.

Drug and Alcohol policy-see attached policy signed October 2017

ACCEPTABLE USE OF TECHNOLOGY

1. The DPW Laborer's Union recognizes the importance of protecting city-owned assets.
2. To that end, our membership agrees to abide by the standards and policies set forth in the attached "Policy on Acceptable Use of Technology," except as follows:
 - a. Under no circumstances, no matter how outlined in the attached policy, will any disciplinary procedure or measure be advanced except as outlined in the current collective bargaining agreement.
 - b. Any measure of consent to abide by the attached policy is derived from this Memorandum of Agreement, and shall not otherwise be construed, no matter how outlined in the attached policy.
3. All other tenets of the current collective bargaining agreement remain in force.
4. This Agreement does not impact any other law, regulation, or policy except as specifically stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

For CSEA Unit #7852-02:

For the City of Geneva

Joseph Osterhout
President

Amie Hendrix
City Manager

Paul D Peters
CSEA Labor Relations Specialist

Date signed by all parties: