

RESOLUTION # 76-2025

**AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GENEVA AND GENEVA POLICE OFFICERS, LOCAL 3471**

**WHEREAS**, the City of Geneva is committed to ensuring the safety, well-being, and quality of life of all residents, businesses, and visitors; and

**WHEREAS**, the City of Geneva and Local 3471, Council 82, New York State Law Enforcement Officers Union, AFSCME, are parties to a collective bargaining agreement that expires on December 31, 2025; and

**WHEREAS**, the City and Local 3471 have engaged in collective bargaining and reached a Tentative Agreement for a successor agreement covering the period January 1, 2026 through December 31, 2028; and

**WHEREAS**, the Tentative Agreement continues existing contract terms except as specifically modified and includes negotiated provisions related to wages, benefits, work schedules, leave, and administrative procedures; and

**WHEREAS**, the Tentative Agreement reflects a mutually acceptable resolution of negotiations and supports the City's operational needs while providing fair and competitive compensation and benefits to sworn police personnel; now therefore, be it

**RESOLVED**, that the City Council of the City of Geneva hereby approves the Tentative Collective Bargaining Agreement between the City of Geneva and Geneva Police Officers, Local 3471, Council 82, New York State Law Enforcement Officers Union, AFSCME, for the term January 1, 2026 through December 31, 2028; and

**RESOLVED**, that the City Manager is hereby authorized and directed to execute the Tentative Agreement on behalf of the City of Geneva, subject to any required ratification by the bargaining unit; and

**RESOLVED**, that the City Manager, Comptroller, Human Resources staff, and Legal representatives are authorized to take any actions necessary to implement the terms of the Agreement consistent with its provisions.

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 Special Meeting of the Geneva City Council held on December 23, 2025.

Dated: December 24, 2025

*Nicole Tillotson*  
City Clerk

12/19/25

***MEMORANDUM OF AGREEMENT***

*By and Between the*

*City of Geneva, New York*  
*(hereinafter referred to as the "City")*

*And the*

*Geneva City Police Officers*  
*(hereinafter referred to as the "Geneva Police")*

*And the*

*Local 3471, Council 82, New York State Law Enforcement Officers*  
*Union, AFSCME*  
*(hereinafter referred to as "Local 3471")*

WHEREAS, the City and Local 3471 are parties to a Collective Bargaining Agreement for a term which expires on December 31, 2025; and

WHEREAS, the City and Local 3471 have been engaged in collective bargaining, which has led to a mutual understanding between the City and Local 3471 for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the City and Local 3471 are desirous of reducing that mutual understanding to a written document:

**NOW, THEREFORE**, the City and Local 3471 agree as follows:

1. This Agreement covers the period between January 1, 2026, to December 31, 2028.
2. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement and/or the terms of the expired Agreement.

3. This Memorandum of Agreement is subject to ratification by the membership of Local 3471 and the City.

4. The City and Local 3471 agree that when revising the Collective Bargaining Agreement to incorporate the terms of this Memorandum of Agreement, all obsolete language in the Agreement will be deleted.

5. The parties agree to clear up and modify as appropriate references to the implementation of the 12-hour shift.

6. In the event the tentative agreement is not ratified before December 31, 2025, all salary increases shall be retroactive to January 1, 2026, and paid within 30 days of the full execution of the collective bargaining agreement.

7. **Article 4, Salary & Step Definition** shall be amended to read as follows:  
Effective January 1, 2026, Officers shall be compensated according to the following salary schedule:

- a. 2026 – 4%
- b. 2027 – 4%
- c. 2028 – 4%

8. **Article 4, Salary & Step Definition** shall be amended to read as follows:

Effective January 1, 2026, the non-compounding addition for Detectives shall be increased to 10% to their base salary.

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9. **Article 4, Salary & Step Definition** shall be amended as follows:

Salary Milestone	2026(4%)		2027 ( 4%)		2028 (4%)	
	Officer	Detective	Officer	Detective	Officer	Detective
<b>REMOVE:</b> <del>Hire Graduation from academy</del>	\$65,594	\$72,291	\$68,218	\$75,183	\$70,946	\$78,190
<b>NEW: **</b> <del>Hire – End of Probation</del> <del>End of Academy Probation</del>						
<b>REMOVE:</b> <del>Hire End of Probation Completion of 2 yrs</del>	\$70,453	\$77,646	\$73,271	\$80,752	\$76,202	\$83,982
<b>NEW **</b> <del>End of Probation – Completion of 2 years</del>						
<b>NEW:</b> Start of 3 <sup>rd</sup> Year on Anniversary Date	\$72,979	\$80,430	\$75,898	\$83,647	\$78,934	\$86,993
Start of 4 <sup>th</sup> Year on Anniversary Date	\$75,504	\$83,213	\$78,524	\$86,541	\$81,665	\$90,003
Start of 5 <sup>th</sup> Year on Anniversary Date	\$78,131	\$86,107	\$81,256	\$89,552	\$84,507	\$93,134
Start of 6 <sup>th</sup> Year on Anniversary Date	\$90,319	\$99,540	\$93,932	\$103,522	\$97,689	\$107,663

10. **Article 8 – Work Schedule and Overtime** shall be amended to read as follows:

At the discretion of the Chief of Police, members of the department may work 10- hour days, scheduled four (4) working days per week.

11. **Article 8, Work Schedule and Overtime** shall be amended by adding a new Section 8.2.1 and will read as follows:

**SHIFT DESIGNATION – 8-hour shift titles**

- a. The Following titles are not subject to the 12- hour shift
  - i. Detective
  - ii. Youth Officer
  - iii. School Resource Officer
  - iv. Liaison/Civil Officer

12. **Article 10, Holidays** shall be amended by adding a new paragraph and will read as follows:

If a member separates from employment having already been paid for holidays prior to the actual dates of those holidays, the parties agree to first discuss a mechanism for repayment. This discussion does not prohibit the City from subsequently recovering such amounts through a grievance or civil action.

13. **Article 10, Holidays, Section 10.1** shall be amended by adding a new paragraph which will read as follows:

Holiday time will remain converted to 112 hours for the calendar year. A PO can use these hours in fifteen (15) minute increments.

14. **Article 10, Vacations, Section 10.2** shall be amended by adding a new paragraph, which will read as follows:

Officers will select their vacation bids on a vacation schedule with their assigned platoon - separate from Command staff vacation picks. School Resource Officers and the Detective Bureau will be allowed to pick their vacation on their own separate vacation schedule.

No two officers on the same platoon may select the same days off. Selections will be based upon seniority. Officers will have the opportunity to select up to 80-hours of vacation in a 14-day period. After their first selection is made, the schedule will go to the next senior officer. When all first vacation bids on a respective schedule have been made, the most senior officer will get the schedule a second time and can choose the remainder of his/her vacation, without a 14-day period restriction.

Officers may elect to "float" vacation time, which can be taken throughout the year based on staffing levels. Such requests shall not be unreasonably denied by the supervisor.

Selected annual vacation shall be specifically designated in the department digital scheduler program and be labeled "Vacation - Bid". Vacation days taken as a "float" day shall be labeled as "Vacation - Floating".

15. **Article 10, Personal Days, Section 10.4** shall be amended by adding a new paragraph, which shall read as follows:

Four (4) personal days will be authorized for each calendar year. One personal day will be utilized to cover a full 8- or 12-hour shift.

16. **Article 10, Sick Leave, Section 10.5** shall be amended by adding a new paragraph, which shall read as follows:

1 sick day will be used for the entire 12-hour shift.

An officer will continue to earn four (4) hours of paid sick leave for each two-week pay period of active service. Sick leave is available when an officer is sick and unable to work on a scheduled workday because of illness or injury including pregnancy and childbirth disability. If an officer utilizes sick leave, they will be charged for their scheduled work hours. For example, an officer scheduled to work 12-hours will be charged at the full 12 hours. If an officer is assigned as an 8-hour employee, he/she will be charged 8-hours. If at anytime during their shift, an officer uses sick leave, they will be charged either 6/4 hours accordingly, based upon their assigned schedule.

17. **Article 10, Sick Leave UPON RETIREMENT (Cash-out), Section 10.6** The benefits given to employees shall be amended as follows:

Sick Time
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Days	Dollar amount Per Day	Dollar Amount Per Hour
1-100 Days	\$ 40.00	\$5.00
101-200 Days	\$80.00	\$9.00
201-260 Days	\$109.00	\$13.00

18. **Article 11, Health Insurance for Employees, Section 11.1** shall be amended by adding a new Section 11.1(f), which shall read as follows:

Employees provided a contingent offer or hired on or after January 1, 2026, shall contribute the following to the premium cost of health insurance:

- a. Single high deductible plan offering: 85% coverage
- b. Family high deductible plan offering: 75% coverage

19. **Article 11 Health Insurance for Employees, Section 11.1** shall be amended by adding a new paragraph, which shall read as follows:

HSA- Employees eligible based on City plan enrolled

HSA proration for new hires & mid-year qualifying events: The benefit is prorated based on the first full month with City insurance; typically 1<sup>st</sup> of month following hire date & qualifying event. Proration would be monthly amount taking the total plan eligibility divided by 12(example: Single: 3000/12=250; Family: 6000/12=500; Employee has qualifying event in August, Enrollment for City health insurance Family plan begins 9/1; receives HSA \$2000)

20. **Article 17, Miscellaneous Provisions** shall be amended by adding a new paragraph which shall read as follows:

See Appendix A

21. **Article 21, Policies, Rules and Regulations, Section 21.3** shall be amended by adding a new paragraph which shall read as follows

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See Appendix B

22. This Memorandum of Agreement is the full understanding of the parties as to the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the 22  
day of December 2025

CITY OF GENEVA

By:

Y OF GENEVA

By:

By:

  
Amie M. Hendrix  
City Manager

LOCAL 3474

By.

By

By:

OCAL 3474  
y. Greg Caley Council 82  
y. \_\_\_\_\_ Greg Caley Council 82  
y: \_\_\_\_\_

**Appendix A  
GENEVA POLICE  
OFFICERS 207-c POLICY-  
2025**

**SECTION 1: INTENT**

The City of Geneva ("City") and the Police Officers, Local 3471 have agreed to a procedure for implementing coverage under General Municipal Law, Section 207-c.

§207-c of the General Municipal Law provides that any police officer of a City in New York State who is injured in the performance of his/her duties or whom is taken sick as a result of the performance of his/her duties so as to necessitate medical or remedial treatment shall be paid by the municipality by which he/she is employed the full amount of his/her regular salary or wages until his/her disability arising there from has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

The City and the Police Officers mutually agree that determinations arising by virtue of the administration of General Municipal Law, §207-c provisions must satisfy the interests of the City and those eligible for benefits and the City and Police Officers can both benefit by an established procedure for implementing, processing, administering, and resolving General Municipal Law ("GML"), §207-c claims. This policy is intended to be a supplement to the express language of §207-c of the GML and is not intended to reduce any benefits granted by the statute or curtail any of the City's rights under the statute.

**SECTION 2: NOTICE OF DISABILITY/NEED FOR TREATMENT**

Any claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties shall:

- A. Complete and file a written 207-c application along with the GWC-5 form with the Chief of Police, with a copy to Human Resources and the City Manager,
- B. Upon sufficient reason, an application for §207-c benefits may be entertained at the discretion of the City Manager, notwithstanding the failure to file the necessary incident report within the required ten (10) days.
- C. As part of notice, Officer shall provide City with written authorization to acquire all medical records necessary to assess claim and directly related to the injury as described on the GWC-5. Should further injuries be

assessed directly relating to the incident another form shall be completed.  
(*policy to include form*)

- D. If Officer is personally unable to notify City, a sworn member of the Police Officers, Local 3471 shall be empowered to do so.
- E. Failure to meet time requirement is a presumptive default of policy procedure. Case may move forward at City's discretion.

### **SECTION 3: AUTHORITY AND DUTIES OF CITY MANAGER**

The City Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to §207-c benefits. In making the determination, the City Manager shall examine the facts and circumstances giving rise to the application for such benefits.

The City Manager shall have the authority to:

- a) Employ experts and specialists to assist in the rendering of the determination of eligibility;
- b) Require the production of any book, document or other record that pertains to the application or inquiry;
- c) Require the claimant to submit to one or more medical examinations;
- d) Require the claimant to sign forms for the release of medical information that bears upon the application directly related to the claim for injury;
- e) Require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and
- f) Do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a claimant must cooperate with the City and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made based upon the investigation without holding a hearing.

The City shall review all documents, conduct any necessary investigation and make a preliminary determination of eligibility within fifteen (15) days after receiving all necessary information. The City Manager shall provide a written copy of his/her decision to the claimant, the Chief of Police and the Police Officers President within two (2) days of his/her determination. The written determination shall set forth the reasons for the City Manager's decision.

#### **SECTION 4: TIME OFF PENDING INITIAL DETERMINATION**

1. Pending the initial determination of benefit eligibility, any time off taken by the claimant that he/she claims is the result of an injury or illness giving rise to the application shall be charged to the claimant's leave time accruals in the following order: sick time; personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his/her available leave accruals, the City Manager may, in his/ her sole discretion, authorize the payment of the claimant's benefits throughout the period.

2. If the City Manager determines that the claimant is eligible for §207-c benefits, the parties agree to first discuss a mechanism for repayment of the improperly paid §207-c payments, if any. However, such discussion does not prohibit the City from subsequently recovering such amounts in a civil action. All accruals charged to the claimant during the pendency of the application shall be re-credited to the claimant. If the applicant is determined to be ineligible for §207-c benefits, any benefits paid to the claimant beyond the claimant's accruals shall be refunded to the City of Geneva and may be recovered first from accruals then, if necessary, in a civil action or payroll deduction.

#### **SECTION 5: MEDICAL TREATMENT**

3. After the filing of an application, the City Manager may require a claimant to submit to one or more medical or other health examinations as may be directed. This includes examinations necessary to render an initial determination of eligibility, ability to perform light duty, continuation of benefits, or to process an application for accidental disability or performance of duty retirement. Any §207-c recipient who refuses to submit to or cooperate with such medical examination shall be deemed to have waived his/her rights under §207-c from that day forward.

4. The claimant shall also have the right to obtain a medical or other health examination(s) from a physician of the claimant's own choosing, for all purposes and situations at his/her own expense. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the City Manager and the physician(s) selected by the claimant, the matter will be resolved pursuant to a hearing procedure.

5. Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c benefits shall be required to file a copy of any and all reports with the City Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports. Payment of Medical and

**Related Services-** A claimant approved to receive §207-c benefits must notify the City Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

6. **Payment of Medical and Related Services-** A claimant approved to receive §207-c benefits must notify the City Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

7. No claim for surgical operations or physiotherapeutic shall be paid unless such procedures were required in an emergency or authorized in advance by the City Manager.

8. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a physician with the City Manager for the particular items billed, stating thereon that the items supplied were required as a consequence of the injury or illness which claim for §207-c benefits is based.

## **SECTION 6: LIGHT DUTY ASSIGNMENTS**

1. Any claimant receiving §207-c benefits may be examined by a physician chosen by the City Manager to determine the employee's ability to perform certain specified light duty. Any employee deemed able to perform specified light duty by the City Manager may be directed by the Chief of Police, in his/her sole discretion, to perform such light duty.

2. Any claimant who disagrees or has contrary information from his/her own Doctor or specialist with the order to report for light duty, either as to the order to report or as to the nature of the light duty, may notify the Chief of Police within (10) working days after receipt of the order of the Chief of Police. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.

3. Payment of full §207-c benefits shall only be discontinued after a full review with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual.

4. If at any time a Doctor in this process directs said claimant not to perform any work duty or task contrary to that offered as light duty by the City of Geneva, the claimants benefit will not be discontinued.

5. If the individual is ultimately found to be incapable of performing light duty following a review, or if the light duty assigned is determined after review to have been inappropriate, the full amount of his/her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

#### **SECTION 7: CHANGES IN CONDITION OF RECIPIENT**

Every §207-c recipient shall be required to notify the City Manager of any change in his/her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing to the Chief of Police within (10) working days of any such change.

#### **SECTION 8: RIGHT OF PERPETUAL REVIEW AND EXAMINATION**

1. The City Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- a) Requiring recipients to undergo medical diagnosis by physician or physicians chosen by the City Manager; and
- b) Requiring recipients to testify as to their current conditions, in which case a transcript shall be made and a copy provided to the recipient, with the cost shared between the Police Officers and City of Geneva; and
- c) Requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

2. The City Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to continuation of §207-c benefits. In making the determination, the City Manager shall examine the facts and circumstances and all medical documentation giving rise to the application for such benefits and the recipient's current condition.

#### **SECTION 9: BENEFITS**

1. Any recipient of §207-c benefits shall receive all the rights, benefits and medical coverage under the collective bargaining agreement for the first (12) months such recipient is unable to return to full duty as a result of the injury or illness. Said benefits include but are not limited to salary, education incentive, longevity, holiday pay, sick leave accrual, vacation accruals, holiday accruals, personal leave accruals, health insurance or any

other stipends that a Police Officer may earn in the normal course of business. This shall not include shift differential.

2. In the event of the recipient's injury or illness causes he/she to enter into the (13) month off work, said recipient shall continue to receive salary of the collective bargaining agreement, health insurance, and longevity increments, but no other benefits or accumulations

3. This section does not include an Officer deemed to be injured in a catastrophic injury while in the line of duty as agreed upon by the City Manager and the Geneva Police Officers of the Geneva Police Department. Said benefits include but are not limited to salary, education incentive, longevity, holiday pay, sick leave accrual, vacation accruals, holiday accruals, personal leave accruals, health insurance or any other stipends that a Police Officer may earn in the normal course of business. This injury shall include shift differential.

➤ Catastrophic Injury shall be defined as "*consequences of an injury occurring in the line of duty that permanently prevent an individual from performing any gainful work.*" A catastrophic injury or illness usually occurs suddenly and without warning and can leave a person suffering from permanent disabilities for the rest of his/her life. Catastrophic injuries are any injuries that have serious, long-term effects on the Officer. Catastrophic injuries can often put serious stress on the Officers family because they may need constant supervision or assistance for the rest of their lives, as well as a lifetime of rehabilitation and medical bills.

## SECTION 10: TERMINATION OF BENEFITS

If for any lawful reason, including but not limited to all the reasons specified in these procedures, the City Manager determines that a recipient is no longer or was never eligible for benefits; the City Manager shall terminate such benefits as of the date of determination of ineligibility.

Notice of such termination, the reasons therefore and a list of materials and/or information considered shall be served by mail upon the claimant and the Chief of Police. The claimant, within ten (10) days after receipt of the notice of termination, may request a review of the decision to terminate §207-c benefits.

Pending a determination under this section, the claimant may use available vacation or personal leave accruals. Any §207-c benefits paid to a claimant who is later determined to have been ineligible for all or part of such benefits shall be required to refund to the City of Geneva

that amount of monies received to which he/she was un-entitled. If such refund is not made immediately, it may be recovered by the City of Geneva by available accruals then, if necessary, in a civil action, or by payroll deduction.

Benefits shall also be terminated if the Officer engages in an outside work activity that would directly contradict a Doctor's restriction regardless of whether the Officer is paid, while receiving Section 207 benefits. Such prohibition on outside work shall not apply to income earned passively, such as through investments or passive ownership of rental property.

#### **SECTION 11: REVIEW PROCEDURES**

A review requested under the provisions of these procedures shall be conducted as follows. The Parties shall select a neutral arbitrator through the lists and procedures in such cases made and provided by the New York State Public Employment Relations Board. The arbitrator selected shall be provided with all of the information and materials upon which the determination was based.

If the recipient offers the City Manager any material or information in support of his/her application that the City Manager declined to consider, he/she shall have the right to submit that information or material to the arbitrator. The arbitrator shall have no authority to consider any information, materials or testimony other than that previously described.

The arbitrator shall review the record presented and consider whether determination under review was supported by a preponderance of the evidence. After such review, the arbitrator shall render a final and binding determination reviewable only pursuant to Article 75 of the CPLR.

#### **SECTION 12: COORDINATION OF WORKERS'S COMPENSATION BENEFITS**

Upon payment of §207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the City of Geneva for periods which a claimant received §207-c benefits. If the claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the City of Geneva, the claimant shall repay such benefit received to the City of Geneva or such amounts due may be offset from any §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing Workers' compensation benefits shall be payable to the applicant.

### **SECTION 13: DISABILITY RETIREMENT**

Pursuant to the General Municipal Law, payment of the §207-c benefits shall be discontinued with respect to any claimant who is granted an accidental disability retirement or retirement incurred in the performance of duty or similar disability pension.

### **SECTION 14: MISCELLANEOUS**

1. Any claimant or recipient currently receiving §207-c benefits, or on light duty shall not be permitted to work overtime or any other off-duty employment during such period as prescribed in the Standard Operating Procedures of the Geneva Police Department.
  
2. In order to continue to receive benefit payments, Officer must meet in person with assigned Lieutenant or Chief of Police once each 30 days. In absence of physical inability to travel, this meeting will take place at the Department Headquarters with the Lieutenant or Chief of Police.

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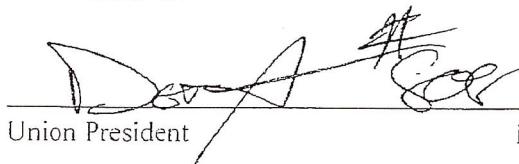
#### SECTION 15: EXCLUSIVITY OF PROCEDURE

1. This policy shall be the sole, exclusive procedure for determining eligibility and process for payment of benefits under Section 207. No issue under this policy may be grieved or challenged except under the policy's prescribed Dispute Resolution process.

The provisions herein before stated shall apply to all members of the Geneva Police Officers. Local 3471 of the Geneva Police Department.

**IN WITNESS WHEREOF**, the parties have set their hands and seal: 12 / 22 / 2025.

Police Officers:

David A. Cole      12/19/25  
Union President      Date

City of Geneva:

Andrew H. Smith      12/22/25  
City Manager      Date

**Section 1 - Substances.** Employees may be tested for: alcohol, cocaine, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations for persons with commercial drivers' licenses who perform safety sensitive functions, with the exception of marijuana if such testing is prohibited by New York State law.

**Section 2 - Types of Testing.** Employees are subject to the following types of testing:

**Reasonable Suspicion.** At the Chief's or his designee's direction, the employer may send an employee for testing if it has reasonable suspicion that the employee, while on duty, is under the influence of alcohol and/or drugs. Reasonable suspicion shall be based upon behavior, physical appearance, or other characteristic or occurrence which is recognized as a symptom of impairment, including an arrest for a drug or alcohol related offense or other documented evidence of improper drug or alcohol use.

**Post-Accident.** If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for testing.

**Follow Up.** If the employee returns to work after a positive substance test, the employer may require follow up testing as a condition of the return to work. The employer may determine when and how frequently follow up testing will be used.

**Section 3 - Confidentiality.** The Employer will handle the testing of employees and results of such testing in a confidential manner. Instructions to report for testing will be done in a private setting whenever possible. Results will be disseminated on a need-to-know basis only.

**Section 4 - Testing Procedures.** The following testing procedures shall be followed:

**Notice of Requirement to Submit to Testing.** The employer will instruct the employee to report for testing. The employer will inform the employee of when and where to report for such testing. Any employee who is required to submit to testing may consult with legal counsel or a union representative within the 30-minute period immediately following notification of the requirement to submit to testing. Immediately after consultation with counsel/union representative or the end of the 30 minute period, whichever occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing.

**Employee Submits to Testing.** The employee will submit to testing as required by the employer. If the employee is being sent for reasonable suspicion testing, the City will provide a driver to transport the employee to and from the testing site. The employee may ask a person to accompany him/her to the test. Such a request will be permitted so long as it does not delay the employee in reporting to testing for more than 30 minutes from the time the employee is instructed to report. If the person asked to accompany the employee to the test is an on-duty employee, that person may leave work only if approved by his/her supervisor; and, missed work time will not be paid unless the employee uses appropriate leave accruals. Employees who are sent for testing must

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complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

**Employee Discloses Medications.** The employee will disclose his/her medications to the testing agent as directed.

**Testing.** An evidential breath testing device will be used for alcohol tests. Drug tests will be performed by urinalysis. In the event that an employee is unable to produce enough breath for a breath alcohol test or enough urine for a drug test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level and/or the presence of drugs. Split samples will be taken for drug tests. The urinalysis shall be performed by a laboratory certified under the National Laboratory Certification Program. Tests will be performed by a qualified person or entity other than the City of Geneva or a City of Geneva employee.

**Results.** The testing agent will notify the employer of the results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the employer. The employer will notify the employee of the results promptly. In the case of negative test results, the employer will notify the employee in writing mailed first class mail to the employee's last known home address. In the case of positive test results, the employer will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. A positive test result for alcohol will be a 0.04 or higher blood alcohol concentration level. A positive test result for drugs will be the detection of a substance.

**Challenging Test Result.** If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory.

**Cost of Test.** The cost of the test(s) shall be paid by the employer.

**Payment of Employee.** Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

**Section 5 - Effect of Positive Test Result.** The effect of an employee's positive test result shall be as follows:

**First Offense.** After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility that the employee may use. Any professional/facility

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which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements specified by the employer. Otherwise, the employee may be discharged. An employee may use leave accruals to receive pay while seeking treatment, otherwise this period of time will be a leave without pay.

**Other Offense.** For subsequent offenses that occur within a two year period from the time of the previous offense, the employer may discharge the employee in accordance with the applicable disciplinary article of the collective bargaining agreement.

**Section 6 - Notice to Employees.** The employer will post a copy of the testing policy and procedure in all departments.

**Section 7 - Supervisor Training.** The City will provide training to supervisors in all departments concerning the signs and symptoms of drug and alcohol use and/or abuse, and the proper procedures for employee testing. Any employee testing referrals must be made by a trained supervisor.

**Section 8 - Commercial Motor Vehicle Drivers.** A number of City employees are subject to Federal Department of Transportation ("DOT") drug and alcohol testing requirements. In the case of these employees, if any provision of this Article is in conflict with the DOT requirements, the DOT requirements shall control.

**Section 9 - Right to Grieve.** Nothing herein shall be deemed a waiver of an employee's right to file a grievance as permitted under this collective bargaining agreement.

**Section 10 – Other Drug and Alcohol Offenses.**

A. **Possession.** Employees shall be prohibited from possessing alcohol and/or illegal drugs (including Cannabis as prohibited by Federal Law) in the workplace and/or on City property except as required for the performance of their City job duties, as set forth in Section 15 of General Order No. 305, Rules of Conduct. (This prohibition shall not include an employee's possession of legal alcoholic beverages on City property if such beverages are locked in the employee's private personal vehicle.) Improper possession of illegal drugs and/or alcohol in the workplace and/or on City property may be grounds for discipline up to and including termination of employment. Pursuant to Section 15 of General Order No. 305, Rules of Conduct, Employees may consume intoxicating beverages while in uniform or on duty while in the performance of duty and while acting under proper and specific orders from the Chief of Police.

B. **Alcohol Consumption.** Employees shall be prohibited from consuming alcohol at any time an employee is performing work duties for the City and during authorized break periods. Consumption of alcohol at such times shall be grounds for discipline up to and including termination of employment. This prohibition shall not include an employee's consumption of

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alcohol as a part of a required and City authorized and/or supervised training program or pursuant to Section 15 of General Order No. 305, Rules of Conduct.

C. Drug and Alcohol Arrests.

a. **Alcohol Arrests.**

- i. On duty. Employees shall immediately report to their Department Head any on duty arrests for alcohol related offenses. "On duty" as used in section 10 of this Article shall include periods of time an employee is assigned to be on call.
- ii. Off duty. Employees shall immediately report to their Department Head any off duty arrests for alcohol related offenses if such arrests may be relevant to their City job duties.

Offenses may be relevant to an employee's job duties if:

- (a) The employee drives a motor vehicle as a part of his/her City job duties;
- (b) The employee counsels others regarding substance abuse matters as a part of his/her City job duties;
- (c) The employee is a peace officer or police officer; and/or
- (d) The arrest occurred while the employee was commuting to work.

- b. **Drug Arrests.** Employees shall immediately report to their Department Head any on duty or off duty arrests for drug related offenses.
- c. **Further Reporting.** For those required to report arrests pursuant to paragraphs a and b above, employees shall also be required to notify their Department Heads of court dates connected with the charges and of the final disposition of the case. The employee shall also provide copies of court documents evidencing court dates and final case disposition if requested by the Department Head.
- d. **Conviction.** A conviction for an on-duty or off-duty drug and/or alcohol related offense may be grounds for discipline up to and including termination of employment.