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Geneva, City Of And Council 82 Local
3471 (Geneva City Police)

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CITY OF GENEVA

AND

GENEVA CITY POLICE OFFICERS

**LOCAL 3471, COUNCIL 82
SECURITY AND LAW ENFORCEMENT
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME)**

JANUARY 1, 1999 TO DECEMBER 31, 2003
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 08 2000

EXECUTIVE DIRECTOR

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AGREEMENT BETWEEN

CITY OF GENEVA AND LOCAL 3471, COUNCIL 82 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AGREEMENT, made this 23rd day of November, 1999, by and between the City of Geneva, hereinafter designated as the "City" and Local 3471, Council 82, AFSCME, hereinafter designated as the "Union".

ARTICLE I – APPLICABLE LAW

The New York State Civil Service Laws and the Local Laws of the City of Geneva, as well as any other applicable laws not mentioned herein shall be applicable and govern the terms and provisions of this agreement, except as expressly otherwise provided.

ARTICLE II – RECOGNITION

SECTION 1

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, terms and conditions of employment and the administration of grievances arising hereunder for the term of this Agreement for all Police Officers employed by the City of Geneva Police Department, whether assigned as uniformed officers or as detectives. In the event the City creates other categories of Police Officers, their inclusion in the unit will be determined by agreement of the parties.

SECTION 2

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

ARTICLE III – MANAGEMENT RIGHTS

Except as expressly limited by provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by the City. This includes the right to manage the Police Department and direct the working force, including the right to decide on number and location of operations, the operations to be conducted and rendered, and the methods to be utilized in operating the department; the right to control all buildings, real estate and other materials relating to the operation of the department; the right to maintain order and efficiency in all operations; the right to adopt and modify rules and regulations, general orders and standing operating procedures and to enforce the same, provided such shall be consistent with the provisions of this Agreement and existing law.

ARTICLE IV – SALARY

Officers shall be compensated according to the following salary schedule:

January 1, 1999 – 2.5% base salary increase

January 1, 2000 – 2.75% base salary increase, plus 1% health insurance incentive to be added to base salary
60 days after health insurance switch takes effect.

January 1, 2001 – 3% base salary increase

January 1, 2002 – 3% base salary increase, plus \$200 added to base salary

January 1, 2003 – 3.5% base salary increase plus \$200 added to base salary with re-opener for wages only
if the National All Urban Index is greater than 3% for 2002.

| | <u>1999</u> | Jan./Feb. <u>2000</u> | Mar. 1 st <u>2000</u> | <u>2001</u> | Base <u>2002</u> | w/ \$200 <u>2002</u> | Base <u>2003</u> | w/ \$200 <u>2003</u> |
|--------|-------------|--------------------------|-------------------------------------|-------------|---------------------|-------------------------|---------------------|-------------------------|
| 1 YEAR | 30,675 | 31,519 | 31,834 | 32,789 | 33,773 | 33,973 | 34,955 | 35,155 |
| YEAR | 32,005 | 32,885 | 33,214 | 34,210 | 35,236 | 35,436 | 36,469 | 36,669 |
| 3 YEAR | 33,329 | 34,246 | 34,588 | 35,626 | 36,695 | 36,895 | 37,979 | 38,179 |
| 4 YEAR | 37,107 | 38,127 | 38,509 | 39,664 | 40,854 | 41,054 | 42,284 | 42,484 |

**Years 2002 & 2003 reflect additional \$200 to base pay

Any new employee that is a lateral transfer from another department will start at the second (2nd) step of the pay schedule.

ARTICLE V – LONGEVITY

The longevity feature of the pay plan of the City shall be as follows for the duration of this contract and shall be paid on or before the first day of December of each year (1999-2003):

| | |
|------------------|-------------------|
| Years 5 – 9 | - \$300 per year |
| Years 10 – 14 | - \$500 per year |
| Years 15 – 19 | - \$750 per year |
| Years 20 or more | - \$1000 per year |

ARTICLE VI – SHIFT DIFFERENTIAL

The following shift differential Pay Policy is hereby established:

| | |
|------------------------------|-------------------|
| A. 3:00 PM to 11:00 PM shift | 4% of base salary |
| B. 11:00 PM to 7:00 AM shift | 6% of base salary |
| C. Cover Shift | 5% of base salary |

ARTICLE VII – RETIREMENT PLAN

The City will continue to provide the retirement plan which is presently in existence, and continue to make full payment to the New York State Employees Retirement System under the 1/60th Non-Contributory Pay 25 Year Plan, with supplemental benefits Plan 384-F-G and H 1/60th additional benefits each year beyond 25 years. Also, the City will continue to provide the Year Final Average Salary – Section 302-9(d) and Guaranteed Ordinary Death Benefit – Section 360-b.

Effective April 1, 1985, the City will offer, at the option of the employee, the 20-Year Police Retirement Program. The 20-Year Plan is Section 384 (d) Non-Contributory. The City will continue to provide a one year final Average Salary- Section 302-9 (d) and Guaranteed Ordinary Death Benefit Section 360 (b). For anyone currently employed there is a one-year period in which to select the 20-Year Plan.

ARTICLE VIII – WORK SCHEDULE AND OVERTIME

SECTION 1 – SHIFTS

Employees shall be regularly assigned to work five eight (8) hour shifts (40 hours) in a seven day week. Uniformed officers assigned to patrol will be assigned to one of the following shifts:

7:00 AM to 3:00 PM
3:00 PM to 11:00 PM
11:00 PM to 7:00 AM

Cover shift – for up to three officers – not to start earlier than 5:00 PM or later than 9:00 PM. The exact starting time of the cover shift will be established or changed only after advance consultation with the Union.

SECTION 2 – SHIFT SELECTION

Shifts for uniformed officers shall be assigned by the Chief and shall not be changed more often than every year, but this shall not prevent temporary shift changes because of vacation, schooling, extended illness or emergencies. Shift selection shall be accomplished by posting the number of positions for each shift on November 1 of each year. Officers shall indicate their shift preferences in writing by November 12, and assignments will be posted by November 22. In making shift assignments, the Chief shall consider seniority, the expressed preference of the officers, and the qualifications, experience, performance, special training or skills, and education of the officers. Where other factors are substantially equal, seniority shall prevail. Shift assignments may be grieved by a more senior officer not selected for the shift of his preference on the basis that the Chief was arbitrary or capricious in making the assignment. The Chief will first attempt to fill the cover shift by seeking volunteers. As an option, due to a lack of a sufficient number of acceptable volunteers, the Chief will fill this shift by placing up to three (3) officers with the least seniority on said shift.

SECTION 3 – DETECTIVE BUREAU STAFFING

Detectives shall be assigned a regular shift of either 8:00 AM to 4:00 PM, 9:00 AM to 5:00 PM, or 10:00 AM to 6:00 PM. However, due to the nature of the investigative work, command may vary the hours worked by one detective with the following limitation: a maximum of one shift per week may be exchanged for working hours within one of the assigned shift times without incurring overtime.

The City agrees that if the Police Department is at full staff (34 members), a member of this bargaining unit will be appointed to the Detective Bureau. Any member assigned to a position in the Detective Bureau after January 1, 1993 shall be required to work any shift assigned by the Chief of Police.

SECTION 4 – REPORTING FOR WORK

All officers shall be required to report for work no more than ten minutes prior to the start of their regularly scheduled work shift for review of reports, exchange of information with other officers, receipt of instructions from supervisor or other such similar purposes, provided that this reporting of time shall not be used for the purpose of assignment officers to patrol before the start of their shift or overtime pay shall be provided.

SECTION 5 – REGULARLY SCHEDULED DAYS OFF

The work schedule, as proposed by management, is modified beginning December 26, 1999 when the roster changes for the New Year (2000). Should the schedule not prove effective, management reserves the right, after consulting with the Union at least two (2) calendar weeks in advance, to return to the schedule currently in use (1999 schedule). During such consultation the Chief shall advise the Union as to the estimated length of use of the current schedule and the estimated date of return to the new schedule. The new schedule proposal has been devised by Chief of Police and the Command Officers and reviewed and approved by the Police Officers.

Regularly scheduled days off shall be rotated according to the current practices in effect unless a mutually acceptable alternative is agreed upon.

SECTION 6 – APPROVED OVERTIME

Approved overtime shall be paid to the nearest quarter hour at the rate of time and one half for all hours of assigned shift work in excess of an eight (8) hour day or forty (40) hour week. This shall not apply in the case of a shift change during a week, nor shall it apply with respect to time spent for court related appearances, training, responding to an emergency when off duty, assignments to parades, demonstrations, call-back for emergencies, and similar functions, except as provided below. Further, any additional work time resulting from an exchange in overtime, nor shall the ten minutes reporting time be considered as overtime, except as provided in Section 4.

SECTION 7 – COURT DUTY COMPENSATION

Court related duties outside of regularly scheduled working shall be paid at time and one half, with a minimum pay equal to three (3) hours of straight time. The officer shall be released from duty upon completion of the required task.

SECTION 8 – CALL BACK COMPENSATION

Call back for parades, demonstrations or emergencies will be paid at time and one half, with a minimum pay equal to four (4) hours straight time. The officer shall be released from duty upon the completion of the required task.

SECTION 9 – ADDITIONAL OVERTIME

The City and Union recognize that in addition to the foregoing overtime payments, officers must receive at least time and one half of their regular rate for all hours worked in excess of 171 hours in each 28-day cycle. In computing overtime requirements under this contract and under law, there shall be no pyramiding of overtime. The ten-minute reporting time shall be considered as time worked for purposes of this section.

SECTION 10 – TRANSPORTATION REIMBURSEMENT

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

SECTION 11 – SHIFT SUBSTITUTION

When two employees voluntarily agree, they may switch or substitute shifts, provided that the substitution does not impose any additional cost to the City and is subject to the approval of the Chief or shift supervisor, whose approval shall not be unreasonably withheld or denied. The employees agree to notify the shift supervisor at least twenty four (24) hours in advance of their intent to switch shifts. The City shall not be responsible for enforcing any agreement made between employees. Issues and decisions arising under this section may not be grieved nor may the employee or Union seek arbitration.

ARTICLE IX – CLOTHING ALLOWANCE

Each officer shall be entitled to a \$600.00 clothing allowance in each of the contract years (1999-2003). The allowance is payable in a lump sum by the second pay period in January or no later than January 31st and shall not be subject to pro-ration if an officer leaves the City. New officers shall be provided with a complete uniform set in their first year in lieu of the allowance.

In addition to the foregoing clothing allowance, the City will repair or replace, as required, clothing damaged in the course of duty due to and incident not involving the officer's negligence.

Officers will wear long sleeve shirts from November 1st through April 1st, and short sleeve shirts at all other times.

The City shall provide life preserver/bulletproof vest. The Chief of Police shall be determining the timetable for replacement.

ARTICLE X – HOLIDAYS, VACATIONS AND SICK LEAVE

SECTION 1 – HOLIDAYS

The City recognized the following paid holidays for employees covered by this Agreement:

| | |
|------------------------|------------------|
| New Years Day | Fourth of July |
| Martin Luther King Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Easter Sunday | Christmas Day |
| Memorial Day | |

An officer shall be entitled to sell back all 13 of the holidays to the City and receive straight time pay for these days, on or before December 1st of each year, provided the Chief of Police is so advised in writing not later than November 15th of the number of holidays to be paid.

Holiday time off will be scheduled according to the GPD Manual of Standard Operating Procedures, but no holidays will be taken during the last two weeks of December, and only three (3) days may be taken between November 15th and December 17th. An employee who works on Christmas will receive time and one half of his regular pay for all hours actually worked. Holiday time off for Cover Shift officers shall be authorized by the 11:00 PM to 7:00 AM shift Command Officers. Before a holiday time off will be permitted on the 7:00 AM to 3:00 PM or 3:00 PM to 11:00 PM shifts, there must be at least four officers working. Holiday time off shall be equitably administered and shall not be unreasonably denied.

SECTION 2 – VACATIONS

Officers shall be granted the following paid vacations:

| | | |
|------------|------------------|-------------------|
| 0 – 1 | year of service | 1 week (5 days) |
| 2 – 4 | years of service | 2 weeks (10 days) |
| 5 – 12 | years of service | 3 weeks (15 days) |
| 13 – 19 | years of service | 4 weeks (20 days) |
| 20 or more | years of service | 5 weeks (25 days) |

Vacations shall be taken in full week segments only, based upon the scheduled tour of duty at the time. There shall be no pay in lieu of vacation or accrual of vacation, except as permitted under Section 2(a) Vacation Conversion with the prior approval and at the discretion of the Chief, provided that vacation may accrue to the officer's next anniversary if vacation was cancelled because of departmental needs.

All vacation is earned by completing the year of service, although it may be taken during that year, provided that a new employee may not take his first year's vacation until completing six months of service. Upon termination of employment for any reason, an officer shall receive pro-rated pay for any earned but unused vacation days. If the officer has used more vacation days than earned, the overpayment shall be deducted from the final pay. Vacations shall be picked according to seniority, provided that no more than two weeks vacation may be selected in the initial pick. Thereafter, seniority shall prevail with respect to subsequent vacation request, but no more than two weeks may be selected in any one request. For officers assigned to the cover shift, two shall pick from within the 11:00 PM to 7:00 AM shift roster and the third from the 3:00 PM to 11:00 PM shift roster. There shall be only one officer per shift on vacation at the same time.

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

2(a)-Vacation Conversion – Employees may elect in writing to the Chief of Police AND City Comptroller prior to December 1st of each year to convert up unused vacation days to cash according to the schedule below. Employees exercising this option shall be paid for this vacation conversion in a separate check to be issued with the last paycheck in December.

2000- Up to five (5) days

2001- Up to seven (7) days

2002- Up to eight (8) days

2003 and thereafter- Up to ten (10) days

SECTION 3 – PERSONAL DAYS

In addition to the vacation schedule, four (4) personal days will be authorized for each calendar year. Personal days will be taken over a 50-week period excluding the last two weeks of December. The officer taking a personal day will notify the desk officer on duty at least 12 hours prior to such leave. The City may limit such leave request to the first request per shift.

Employees may elect in writing to the Police Chief and City Comptroller prior to December 1st of 2000 to convert up to two (2) days of unused personal leave to pay at the regular rate of pay. In 2001, up to 3 unused personal days may be cashed in at the end of the year. Beginning in 2002, up to 4 unused personal days may be cashed in at the end of the year. Employees exercising this option shall be paid for the personal leave day conversion with a separate check issued for vacation conversion or with the last paycheck in December.

SECTION 4 – SICK LEAVE

An officer shall earn four hours paid sick leave for each two-week pay period of active service (on the active payroll for at least 50% of scheduled working days) accumulative to a maximum of 200 days. Sick leave is available when an officer is sick and unable to work on a scheduled work day because of illness or injury including pregnancy and childbirth disability. If an officer becomes sick during a work day, he/she shall be charged with one half day sick leave if sent home. Otherwise, sick leave will be taken in full day segments.

An officer shall report (or have reported) his/her inability to work to the desk officer at least one hour before starting time disclosing the nature of the disability and anticipated length of absence.

A physician's statement may be requested for the use of three or more consecutive work days of sick leave, and if absence due to illness or injury exceeds 15 calendar days, the City may require a physical exam at reasonable intervals (at the City's cost). Time spent at such exam shall be considered as time worked.

An employee shall suffer no loss of sick leave days for any absence for which benefits are available under Section 207(c) of the General Municipal Law.

Accumulated leave credits will be transferred if an officer is transferred to another department of the City.

sick Leave Cash-Out – Effective January 1, 1993, officers who retire from the City and receive benefits under the Retirement System for normal or disability retirement, or upon death when the officer has completed twenty (20)

years of service payable to his estate, shall receive payment as follows up to a maximum of 200 days, provided the officer has at least 50 sick days accumulated (which are a necessary condition to qualify for this benefit):

| | |
|--------------|--------------|
| 1-125 days | \$30 per day |
| 126-150 days | \$50 per day |
| 151-200 days | \$75 per day |

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

Sick Leave Incentive – Members of this Union are eligible for the following sick leave incentive:

| | |
|------------------------------|-------|
| (0) Sick days used in a year | \$500 |
| (1) Sick day used in a year | \$250 |
| (2) Sick days used in a year | \$100 |

The year referred to runs from January 1 to December 31. Each member of this bargaining unit shall receive their incentive pay by the 15th day of the proceeding month of January.

EXAMPLE 1 – On December 10 of a given year, P.O. Smith calls in to request two days sick time off due to a work-related compensation injury. P.O. Smith returned from that injury on June 8, which is six months and two days ago. P.O. Smith would lose credit, under this Article only, for two days. P.O. Smith has no remaining personal days or holidays to use. These were the only days off sick during the year for P.O. Smith. P.O. Smith would receive \$100 under this benefit.

NOTE: If P.O. Smith had two personal days or holidays remaining and chose to use them at this time, P.O. Smith would receive a \$500 payment under this benefit.

EXAMPLE 2 – On December 10 of a given year, P.O. Jones calls in to request one day of sick time off based on a prior work-related compensation injury. P.O. Jones returned from that injury less than six months prior to the sick time off request. For purposes of this section, there is no loss of benefit. No other sick days were taken by P.O. Jones this year, so P.O. Jones receives a \$500 payment under this benefit.

For purposes of this Article only, this benefit shall not be awarded in cases where, on a day-to-day equivalent basis, the sick time off requested by the officer is related to a prior, work related disability from which the officer has returned to duty more than six (6) months prior to the sick time off requested. Nothing in this Article shall be construed to prevent the officer from use of Personal or Holiday leave as otherwise provided for and permitted in the contract.

Sick Leave Time Bank – A sick leave time bank will be established subject to the following: Participating employees shall donate one (1) sick leave day per year to the bank.

- a. A committee of five (5) will be called when a written request for sick time is made to the Police Chief and Union President. The committee will be called into being by the Union President within two (2) weeks of the request.
- b. The committee will consist of the Police Chief, one (1) representative named by the Union, one (1) representative named by the City Manager, and two (2) representatives mutually agreed to by the City Manager and the Union President.
- c. The committee will act on requests, which reflect major sick time loss and will be guided by past history of sick time use.

- d. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.
- e. The committee's vote shall be by secret ballot.
- f. The committee's action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.
- g. In cases when a member has used all sick time due to serious illness of reasonably long duration, the committee may restore time provided there is a pay back provision. The time will be given by the City and a record kept by the Police Chief. The recipient shall be required to pay back time on a schedule established by the committee.
- h. All records will be kept by the Chief of Police with a semi-annual accounting made to the Union upon request by the Union President.
- i. Copies of each transaction will be presented to all committee members and filed in the Police Chief's office.

ARTICLE XI – HEALTH INSURANCE

A. Health Insurance for Employees

Switch of health insurance plans to occur as described below. Switch to take effect within 30 days of contract ratification. All members of the Police Union shall be offered Blue Choice Extended as the base plan, pursuant to and consistent with the November 17, 1998 and February 3, 1999 City Council Resolutions and the Health Addendum as attached to those resolutions. The employees' switchover date shall be January 1, 2000.

- a. This provision switches the health insurance of all full time employees from Blue Million (Million) to Blue Choice Extended (Choice).
- b. A vested right to receive health insurance will exist for employees of this unit who attain twenty (20) 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.
- c. In exchange for switching the health insurance base plan, the City is including a) a 1% increase in the 2000 wage increment as provided in Article 1 above; and b) employees with twenty (20) years of service with the City are given irrevocable vested rights to receive health insurance in their retirement consistent with their employment, benefit and co-pay status.
- d. Co-pays for Choice are as follows:
 - Employees hired prior to January 1, 1993 have no required co-pay
 - Employees hired after January 1, 1993 shall be required to pay, through payroll deduction, 40% of the monthly health premium costs for the first year, 30% for the second year, and 20% for the third year and indefinitely thereafter.
- e. Should an employee wish to remain with Million (or switch to Million) that right would exist, provided the employee pays the entire difference between the City's Choice cost for that employee and the then current

cost of the Million coverage. This right would also redound to the employee during retirement, provided the service time provision required for vesting is met.

- 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 Choice, but chooses a less expensive single person coverage, the vested right is in the choice 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 the switching or buy-out 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 Choice, 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 Blue Cross Complimentary coverage, or an equivalent, when they reach the age of 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 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.

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

Buy-Out, Switching and Shared Savings Procedures – Employees who are eligible to be enrolled in the City's health plan may be eligible for a shared savings payment from the City if they choose to be covered under their spouse's insurance plan or if the employee chooses a less expensive medical plan offered by the City. The exception to eligibility is where the employee's spouse is also employed by, or retired from 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 an alternative health insurance 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 under the City medical plan 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.
- d. The amount of the payment will be equal to 50% of the premium saving realized by the City. As of January 1, 1996, the premium shall be defined as the lowest cost 2-person plan offered by the City.
- e. If the employee, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g. Spouse loses job and consequently, health care coverage) the employee may pick up coverage from a City sponsored plan subject to the limitation imposed by the carrier.
- f. 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 six months or less; 2) he/she receives an amount prorated by month if he/she opted out for more than six months.
- g. An employee has the right to renew health care coverage at any anniversary date, even if he/she opted out of coverage for the previous twelve(12) months.

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

ARTICLE XII – EDUCATIONAL BENEFITS

The City shall provide the following benefits for those members of the Department who have furthered their education by taking College Credit Courses.

| | |
|---|----------------|
| a. Certificate or 30 credit hours in Police Science | \$150 per year |
| b. Associate Degree in Police Science | \$400 per year |
| c. Bachelor Degree in Police Science | \$750 per year |

ARTICLE XIII – SENIORITY

SECTION 1 – COMPUTATION OF SENIORITY

An officer's seniority shall be computed from his last date of hire as a full time officer for the City. Seniority shall not be broken during an approved paid or unpaid leave of absence, or as a result of a service connected disability, unless employment has been terminated.

SECTION 2 – PROBATIONARY PERIOD

All new employees shall be considered probationary for a period of 52 weeks of active duty, inclusive of training and schooling, during which time the employee's fitness for permanent employment shall be evaluated. Probationary employees shall be entitled to the benefits of the Agreement and to be represented by the Union for all purposes, provided that a probationary employee may be terminated during or to the end of the probationary period by the City without a hearing.

SECTION 3 – SENIORITY LIST MAINTENANCE

A current seniority list, by name and date of appointment, shall be maintained by the City.

SECTION 4 – BREAK IN SERVICE

An employee's seniority shall be broken by voluntary resignation, discharge, death, transfer out of the bargaining unit, or retirement, provided that if an employee is rehired within one year, the break in service shall not constitute an interruption of seniority.

ARTICLE XIV – GRIEVANCES

SECTION 1

A grievance is defined as a dispute or controversy between an individual employee, a group of employees, or the Union and the City arising out of the application or interruption of a provision in this Agreement.

SECTION 2

The Union Steward or other authorized representative of the Union, with the aggrieved employee, shall present the grievance orally to the appropriate supervisor in an attempt to resolve the matter informally. If the matter is not resolved informally, the grievance shall be reduced to writing and presented to the appropriate supervisor. As a condition precedent to the processing of the grievance and the right to arbitration and regardless of the use of the informal discussion process, the written grievance must be received within 15 calendar days from the act or omission giving rise to the grievance.

SECTION 3

The written grievance shall be considered by the Chief who will make such investigation as he may deem necessary and conduct a meeting with the Union representative, with or without the grievant, within 15 calendar days of receipt of the written grievance. He shall issue a written decision concerning the grievance within ten (10) calendar days thereafter.

SECTION 4

If the union is not satisfied with the decision of the Chief, it may submit a written appeal to the City Manager within ten (10) calendar days after its receipt of the Chief's decision. The City Manager or designee shall hold a meeting to discuss the grievance within 10 calendar days thereafter, and a final written decision will be issued no later than fifteen (15) calendar days following the meeting.

SECTION 5

In the event that the City fails to respond at any stage of the grievance procedures in a timely manner as set forth and stated in this Agreement, the Union shall have the said rights to proceed to the next step of the grievance procedure without consent or recourse from the City, however, no benefit to the employee or disadvantage to the City in further proceedings shall accrue from the enforcement of this clause.

SECTION 6

If the Union is not satisfied with the decision of the City Manager, within 15 calendar days it may request a list of arbitrators from the Public Employment Relations Board. The parties shall follow the procedures of PERB in selecting an arbitrator, and each party shall have the right to reject a maximum of two lists.

SECTION 7

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall not have any power to add to, subtract from, or modify any provision of this Agreement, nor to make any decision violative of existing law. No more than one grievance shall be considered by an arbitrator except upon the mutual consent of the parties. The fee and expenses of the arbitrator and the arbitration hearing shall be shared equally by the parties; all other expenses shall be borne by the party incurring them.

ARTICLE XV – RECIPROCAL RIGHTS

SECTION 1 – AFSCME REPRESENTATION

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

SECTION 2 – AFSCME

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

SECTION 3 – UNION OFFICERS

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

SECTION 4 – CONVENTIONS AND MEETINGS

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

SECTION 5 – LABOR-MANAGEMENT COMMITTEE

Such a committee shall be established to address issues not formally included in the contract, such as standard operating procedures, budgetary matters, rules and regulations, also an evaluation appeal process for officers who disagree with their evaluation shall be added to the standard operating procedures once an Agreement has been signed.

SECTION 6 – EQUIPMENT

In addition to uniforms and equipment supplied by the City, it is agreed that the City will provide four (4) rechargeable flashlights, battery chargers and replacement battery packs, and house these items at Police Headquarters, readily available for use by Officers.

ARTICLE XVI – EMPLOYEE RIGHTS

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

SECTION 1 – TIMELINESS OF THE INTERROGATION

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

SECTION 2 – INTERROGATION LOCATION

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

SECTION 3 – NATURE OF INVESTIGATION

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

SECTION 4 – QUESTIONING OF EMPLOYEES

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

SECTION 5 – LANGUAGE USAGE

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

SECTION 6 – ADVISEMENT OF CONSTITUTIONAL RIGHTS

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

SECTION 7 – POLYGRAPH USE

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

SECTION 8 – CHEMICAL TEST

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

SECTION 9 – UNION REPRESENTATION

Members shall have the right to an AFSCME representative present during an interrogation and when an employee is being informed of a complaint, and if applicable, proposed discipline. Also, before an employee is to be interviewed in regard to possible departmental charges, the President of the Union or Union representation shall be advised. The Union will notify and provide the City with a list of Union officers and representatives upon any change.

SECTION 10 – PERSONNEL FILES

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

ARTICLE XVII – MISCELLANEOUS PROVISIONS

SECTION 1 – OFF DUTY STATUS

Since all Police Officers are presumed to be subject to duty 24 hours per day, any action taken by a member of the force on his/her time off, which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all the rights and benefits concerning such action as if he/she were then on active duty.

SECTION 2- TIME OFF CARRY OVER FOR DUTY-RELATED INJURY

If any member of the bargaining unit is not able to work because of injury and is incapacitated in the hospital or confined to home under doctor's orders and, as a result of this duty-related injury, is unable to take his/her duly scheduled vacation or remaining holiday time, he/she shall be entitled to carry this unused vacation, holiday and/or personal leave time into the next year provided he/she did not work a minimum of six months during the year in which he/she became injured.

SECTION 3 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of a member of the Association, and the spouse's immediate family, the member shall be entitled, when so required, to the next three (3) off duty to provide for or attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Members shall be entitled to one (1) day when so required in the event of the death of the employee's or spouse's aunt, uncle, niece, nephew, or cousin. In addition, the foregoing time shall not be deducted from vacation time, holiday time, or personal leave time. If additional days off are required by the employee, they may be granted by the Chief of Police or the City Manager with no loss of pay to the employee. If additional days off with pay are required in an extreme emergency, they may be granted by the Chief of Police or City Manager. Such action will be non-precedent setting and non-arbitrable.

SECTION 4 – INDEMNIFICATION

The City shall provide indemnification for officers as required by the Public Officers' Law.

SECTION 5 – BREATHALYZER OPERATORS

Breathalyzer operators will be equally distributed among the shifts.

SECTION 6 – PROMOTIONS

Promotions will not be unreasonably delayed.

SECTION 7 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City and the Union agree to investigate the potential for an Employee Assistance Program for Police Officers.

SECTION 8 – TRAINING

All Police Officers shall be required to attend up to ten (10) hours of training per year as mandated by the Chief of Police of the State of New York. For purposes of this training, Police Officers shall be compensated at straight time. Every effort shall be made to avoid scheduling Police Officers for training after they complete their shift or during their vacations.

SECTION 9 – PHYSICAL FITNESS STANDARD

The City and the Union agree to meet in the near future to discuss and plan a physical fitness program.

SECTION 10 – FAMILY AND MEDICAL LEAVE ACT

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

SECTION 11 – PAYROLL

The City will issue payroll on the 15th and last day of the month effective in the year 2000, or based on another schedule that the City and Union shall mutually agree upon. {Amended-See Attached Addendum}

ARTICLE XVIII – AFSCME BUSINESS

SECTION 1 – AFSCME DUES

The City hereby agrees to deduct bi-weekly from the pay of each employee covered by this agreement, an amount of money in payment of dues in AFSCME providing that at the time of such deduction, there is in the possession of the City, a written authorization executed by the employees who are authorizing such deduction by the City prior to regularly schedule date of deduction. The City further agrees that transfer of such funds to AFSCME monthly (Section 208-6). AFSCME hereby agrees to hold the City harmless for any and all damages it may sustain as a result of making payroll deductions provided in this article.

SECTION 2 – UNION REPRESENTATION AT AFSCME MEETINGS

AFSCME may designate two (2) delegates who will be given a leave of absence with pay for all four days each calendar year for the purpose of attending official meeting of AFSCME and the Police Conference of New York. AFSCME may designate up to six (6) delegates of their choice to represent it in negotiations with the City.

ARTICLE XIX – DISCIPLINE

SECTION 1 – DISCIPLINARY INTERVIEW

If an officer is called in for a disciplinary interview, he or she shall be entitled to:

- A. The presence of a representative, provided this shall not unduly delay or interfere with the interview;
- B. Specific notice of the alleged improper conduct or performance and any proposed discipline;
- C. Union representation – before any employee is to be interviewed in regard to possible departmental charges, the President of the Union or Union representative shall be advised. The Union will notify and provide the City with a list of Union officers and representatives upon any change.

SECTION 2 – SUMMARY PUNISHMENT

If any officer is afforded summary punishment in lieu of formal discipline, he or she shall be entitled to accept or reject the same and shall be afforded, upon request, an adequate opportunity to consult with a representatives before making a decision.

SECTION 3 – FORMAL DISCIPLINE

Formal discipline shall be subjected to applicable Civil Service Law procedures unless the officer, with the consent of AFSCME, and the City agrees to make binding election to use the arbitration provisions contained in Section 5 or the Grievance Procedure. In cases where job termination is sought by the City, the officer shall have the right, with the consent of AFSCME, to make a binding election to use arbitration under Section 5 of the Grievance Procedure.

SECTION 4 – COUNSELING

Nothing contained in this procedure shall be construed to limit the rights of the City to correct the actions of the officers, to counsel them without imposing discipline, or to take corrective measures to improve conduct and performance which does not constitute discipline.

SECTION 5 – PAST PRACTICE

All else in this contract shall remain the same as per 1996-1998 contract, except for those items mutually agreed upon.

SECTION 6 – LEGISLATIVE APPROVAL

This Article shall take effect after the ratification and legislative approval of this Agreement.

ARTICLE XX – WORKING CONDITIONS

The City shall notify AFSCME at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the City has no control.

ARTICLE XXI – POLICIES, RULES AND REGULATIONS

SECTION 1

All Police Officers will be given copies of the Geneva Police Department's Standard Operating Procedures. The City shall provide the employees with all corrections, modifications, additions and deletions.

SECTION 2

All employees will sign for the receipt of items provided for in Section 1(above).

ARTICLE XXII – SAVING CLAUSE

Should any Article, section or portion thereof of this Agreement be held unlawful or unenforceable by a court of the competent jurisdiction, such decision shall not invalidate the remaining portion of the Agreement. Further, the parties agree to re-negotiate as soon as reasonably possible to correct the said article, section, or portion of the Agreement, which is determined by the court to be unlawful or unenforceable.

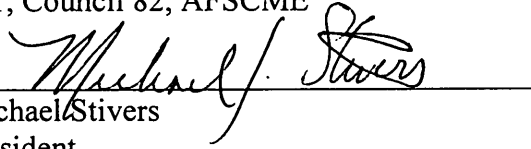
It is agreed upon by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

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

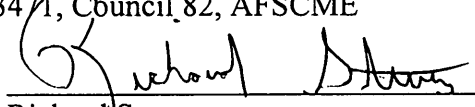
City of Geneva

By: 
Richard E. Rising
Acting City Manager

Local 3471, Council 82, AFSCME

By: 
Michael Stivers
President

Local 3471, Council 82, AFSCME

By:  3/7/00
Richard Stevens
Council 82 Staff Representative

DUTY ASSIGNMENT -- TWO WEEK PERIOD DEC 27, 1998 TO JAN 9, 1999

| SQUAD | 27 S | 28 M | 29 T | 30 W | 31 TH | 1 F | 2 S | OFFICER | 3 S | 4 M | 5 T | 6 W | 7 TH | 8 F | 9 S |
|---|------|------|------|------|-------|------|-----|---------|------|------|-----|------|------|------|------|
| COONS Bucklin Pass EVE Deane Winnick Buccino COONS | 0 | 0 | DESK | SUP | SUP | DESK | SUP | EVE | 0 | 0 | B | C/W | DESK | C/W | C/E |
| | DESK | 0 | 0 | DESK | C/E | C/W | H | COONS | DESK | 0 | 0 | C/P | C/W | C/E | DESK |
| | DESK | 0 | 0 | DESK | C/E | C/W | H | Deane | C/R | DESK | 0 | 0 | C/E | DESK | C/W |
| | C-W | C/E | C/W | C/W | C/W | H | C/E | Pass | SUP | SUP | SUP | 0 | 0 | SUP | SUP |
| | DESK | C/W | C/E | C/W | C/W | DESK | 0 | Winnick | C/E | C/W | C/E | DESK | 0 | 0 | C/R |
| | C-E | DESK | DESK | C/E | C/W | 0 | 0 | Bucklin | C/W | C/E | C/W | C/E | C/R | 0 | 0 |

| SQUAD | 27 S | 28 M | 29 T | 30 W | 31 TH | 1 F | 2 S | OFFICER | 3 S | 4 M | 5 T | 6 W | 7 TH | 8 F | 9 S |
|--|------|------|------|------|-------|-----|------|-----------|------|------|----------|-----|------|-----|-----|
| Bennett Libertone Greer Cicione Travis Stivers Libertone Picchi | 0 | 0 | C-E | 4/R | B-1 | C-W | B-2 | TRAVES | 0 | 0 | SUP | SUP | SUP | SUP | SUP |
| | 0 | 0 | B-2 | C-W | B-2 | C-E | 4/R | STIVERS | 0 | 0 | B-2 | C-E | H | C-W | B-2 |
| | 0 | 0 | C-E | C-W | B-1 | C-E | DESK | Greer | 0 | 0 | B-1 | C-W | B-2 | C-E | B-2 |
| | B-2 | C-E | B-1 | 0 | 0 | B-2 | C-W | Greer | C-W | B-2 | 0 | 0 | BEAT | 0 | H |
| | DESK | SUP | SUP | 0 | 0 | SUP | SUP | Bennett | 0 | DESK | R | R | R | 0 | C-E |
| | B-1 | B-2 | C-W | 0 | 0 | B-1 | C-E | Cicione | BEAT | C-E | 4-R | 0 | 0 | B-1 | C-W |
| | SUP | SUP | SUP | SUP | SUP | 0 | 0 | Picchi | DESK | C-W | C-E | C-W | B-1 | 0 | 0 |
| | 4-R | C-W | SUP | C-E | C-W | 0 | 0 | HAUSNER | DESK | B-1 | C-W | B-1 | H | C-E | 0 |
| | C-W | B-1 | C-W | B-2 | DESK | 0 | 0 | Libby | SUP | SUP | 73 | 54R | 54R | 0 | 0 |
| | 0 | DESK | 0 | DESK | H | CH | CH | MAHONEY | 0 | 0 | DISPATCH | - | - | - | - |
| | 0 | C-W | 0 | C-E | C-W | B-1 | B-1 | SUCHER | 0 | C-W | C-E | C-W | 0 | C-E | B-2 |
| | 0 | AS | AS | AS | AS | 0 | H | Phillips | 0 | AS | AS | AS | AS | 0 | 0 |
| | 0 | AS | AS | AS | AS | 0 | H | Bendabura | 0 | AS | AS | AS | AS | 0 | 0 |

| SQUAD | 27 S | 28 M | 29 T | 30 W | 31 TH | 1 F | 2 S | OFFICER | 3 S | 4 M | 5 T | 6 W | 7 TH | 8 F | 9 S |
|---|------|----------|------|------|-------|-----|-----|---------|------|-----------|----------|----------|----------|-----|------|
| Turner Bies Propst Amico Hickert | 0 | 0 | SUP | DESK | SUP | SUP | SUP | BIES | 0 | 0 | SUP | SUP | SUP | SUP | DESK |
| | 1/2 | 0 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | HICKERT | 1/2 | 0 | 0 | 1/2 | 1/2 | 1/2 | 1/2 |
| | 1/2 | 1/2 | 0 | 1/2 | DESK | 1/2 | 1/2 | TURNER | DESK | 1/2 | 0 | 0 | 1/2 | 1/2 | 1/2 |
| | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | Amico | SUP | 1/2 | 0 | 0 | H | SUP | 1/2 |
| | DESK | 1/2 | 1/2 | 1/2 | 0 | 0 | 1/2 | Amico | C/W | STOP 11-2 | 1/2 | 1/2 | 0 | 0 | H |
| | SUP | SUP | SUP | SUP | 0 | 0 | 0 | Propst | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 0 | 0 |
| | 0 | DISPATCH | 1/2 | 1/2 | 1/2 | H | 0 | Venturo | 0 | 0 | DISPATCH | DISPATCH | DISPATCH | 0 | 0 |

| SQUAD | 27 S | 28 M | 29 T | 30 W | 31 TH | 1 F | 2 S | OFFICER | 3 S | 4 M | 5 T | 6 W | 7 TH | 8 F | 9 S |
|---------|------|------|----------|------|-------|-----|-----|---------|-----|-----|-----|-----|----------|-----|-----|
| Reale | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 0 | 0 | TRICKER | H | 1/2 | 1/2 | 1/2 | STOP CAR | 0 | 0 |
| Tricker | 1/2 | 1/2 | 1/2 | 0 | DESK | 1/2 | 1/2 | Rejeck | 1/2 | 1/2 | 0 | 0 | 1/2 | 1/2 | 1/2 |
| Rejeck | 0 | 0 | STOP CAR | 1/2 | 1/2 | 1/2 | 1/2 | Reale | 0 | 0 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 |

DUTY ASSIGNMENT -- TWO WEEK PERIOD DEC 27, 1998 TO JAN 9, 1999

| SQUAD | 27 | 28 | 29 | 30 | 31 | 1 | 2 | OFFICER | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
|--|---------|------|------|------|------|------|------|---------|---------|------|------|-----|------|------|------|------|
| | S | M | T | W | T | F | S | | S | M | T | W | T | F | S | |
| Coons Buckley Fuehrer Deane Winnick | PASS | O | O | PEsk | Sup | Sup | PEsk | Sup | EVE | O | O | B | C/W | PEsk | C/W | C/E |
| | EVE | part | O | O | PEsk | C/E | F/W | H | COONS | PEsk | D | D | C/P | C/W | C/E | PEsk |
| | Deane | part | part | O | O | PEsk | C/E | C/W | Deane | C/R | PEsk | D | C | C/E | PEsk | C/W |
| | Winnick | CW | CE | C/W | C/W | H | C/E | H | PASS | Sup | Sup | Sup | O | D | Sup | Sup |
| | Buckley | part | CW | C/E | C/W | C/W | PEsk | PEsk | Winnick | C/E | C/W | C/E | PEsk | D | C/R | D |
| | Coons | C-E | part | part | C/E | C/W | C/W | C/W | Buckley | C/W | C/E | C/W | C/E | C/R | D | D |

| SQUAD | 27 | 28 | 29 | 30 | 31 | 1 | 2 | OFFICER | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
|--|------------|------|-----|-----|------|------|-----|---------|------------|------|------|--------|-----|------|-----|-----|
| | S | M | T | W | T | F | S | | S | M | T | W | T | F | S | |
| Bennett Libertore Picchi Greer Cirone Traves Stivers Libertore Picchi | HAUSNER | O | O | C-E | 4/R | B-1 | C-W | B-2 | TRAVES | O | O | Sup | Sup | Sup | Sup | |
| | Quigley | O | O | B-2 | C-W | B-2 | C-E | 4/R | STIVERS | O | O | B-2 | C-E | H | C/W | B-2 |
| | Greer | O | O | C-W | C-E | D | B-1 | B-1 | Quigley | O | O | B-1 | C-W | B-2 | C-E | |
| | Cirone | B-2 | C-E | B-1 | O | O | B-2 | C-W | Greer | CW | B-2 | O | O | part | H | |
| | Traves | DEsk | Sup | Sup | O | O | Sup | Sup | BENNETT | O | DEsk | R | R | O | C-E | |
| | Stivers | B-1 | B-2 | C-W | O | O | B-1 | C-E | Cirone | part | C-W | P-2 | O | O | B-1 | |
| | Libertore | Sup | Sup | Sup | Sup | Sup | O | O | Picchi | DEsk | CW | C-E | C/W | O | O | |
| | Picchi | 4R | CW | B-1 | Sup | C-E | C-W | B-1 | HAUSNER | C-E | B-1 | C-W | B-1 | H | C-E | |
| | Bennett | CW | B-1 | CW | B-2 | DEsk | O | O | Libby | Sup | Sup | 73 | 54R | 54R | O | |
| | Mahoney | O | DES | O | part | H | CH | CH | Mahoney | O | O | DISPAT | CW | - | - | |
| | Sucher | O | CW | O | C-E | C-W | B-1 | B-1 | Sucher | O | CW | C-E | CW | O | C-E | |
| | Phillips | O | AS | AS | LL | JEI | O | H | Phillips | O | AS | AS | SEC | IB | O | |
| | Bendubiner | O | AS | AS | TEI | ED | O | H | Bendubiner | O | AS | AS | SEC | IB | O | |

| SQUAD | 27 | 28 | 29 | 30 | 31 | 1 | 2 | OFFICER | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|----------|------|-----|------|------|-----|-----|---------|----------|------|------|-----|------|-----|------|
| | S | M | T | W | T | F | S | | S | M | T | W | T | F | S |
| Turner Bresbach Propst Maddison Popst Turner | Damico | O | O | Sup | PEsk | Sup | Sup | BIES | O | O | Sup | Sup | Sup | Sup | PEsk |
| | Hickert | 1/2 | O | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | Hickert | 1/2 | O | 1/2 | 1/2 | 1/2 | 1/2 |
| | Maddison | 1/2 | O | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | TURNER | DEsk | 1/2 | O | 1/2 | 1/2 | 1/2 |
| | Popst | 1/2 | E | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | Damico | Sup | Sup | O | O | H | Sup |
| | Turner | DEsk | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | Maddison | CW | STOP | 1/2 | 1/2 | O | O |
| | BIES | Sup | Sup | Sup | Sup | O | O | O | Popst | 1/2 | 1/2 | 1/2 | 1/2 | O | O |
| | Vermiano | O | DIS | part | 1/2 | 1/2 | H | O | Vermiano | O | D | ISP | part | CH | O |

| SQUAD | 27 | 28 | 29 | 30 | 31 | 1 | 2 | OFFICER | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|----------|-----|-----|------|-----|-----|-----|---------|-------|-----|-----|-----|------|-----|-----|
| | S | M | T | W | T | F | S | | S | M | T | W | T | F | S |
| Reate Trickett Hejck | Reate | 1/2 | 1/2 | 1/2 | 1/2 | O | O | TRICKET | H | 1/2 | 1/2 | C/E | STOP | O | O |
| | Trickett | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | Hejck | 1/2 | 1/2 | O | O | 1/2 | 1/2 |
| | Hejck | O | O | STOP | 1/2 | 1/2 | 1/2 | 1/2 | Reate | O | O | 1/2 | 1/2 | 1/2 | 1/2 |

| Name | Position | S 26 | M 27 | T 28 | W 29 | H 30 | F 31 | S 1 | S 2 | M 3 | T 4 | W 5 | H 6 | F 7 | S 8 |
|-----------------------------------|----------|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|------------|------------|-------------|------------|------------|
| SSALACQUA | SGT | D | S | S | S | X | S | X | S | S | X | S | S | X | S |
| COONS | PO | X | 1/2 | 1/2 | D | 1/2 | 1/2 | X | 1/2 | 1/2 | 1/2 | 1/2 | X | X | 1/2 |
| EVELAND | PO | 1/2 | 1/2 | 1/2 | 1/2 | X | X | 1/2 | 1/2 | 1/2 | 1/2 | X | X | SICK | SICK |
| WINNEK | PO | 1/2 | 1/2 | X | X | 1/2 | SICK | 1/2 | 1/2 | X | X | 1/2 | 1/2 | 1/2 | 1/2 |
| DEANE | PO | X | X | D | 1/2 | D | 1/2 | 1/2 | X | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | X |
| BUCKLIN | PO | 1/2 | X | X | 1/2 | 1/2 | 1/2 | X | X | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | D |
| VENTURINO | DISP | X | D | PL | PL | X | 1/2 | X | D | D | D | D | D | D | X |
| 26 27 28 29 30 31 1 2 3 4 5 6 7 8 | | | | | | | | | | | | | | | |
| TRAVIS | SGT | X | D | S | S | S | S | X | X | S | S | S | S | 7-3 | X |
| BIESENBACH | SGT | S | S | S | S | X | X | S | S | D | S | X | X | S | S |
| STIVERS | PO | X | X | C-W B-1 | B-1 | C-E B-2 | B-2 C-E | C-W B-1 | X | H | BEAT | P | BEAT | C-E B-2 | X |
| HAUSNER | PO | X | C-E B-2 | B-1 | C-W B-1 | SICK | SICK | X | X | S | SICK | SICK | SICK | SICK | X |
| BENDZLOWICZ | PO | X | C-W B-1 | B-2 | C-E B-2 | C-W B-1 | C-W B-1 | X | C-W B-1 | C-E B-2 | C-E B-2 | C-W B-1 | X | X | C-E B-2 |
| CIRONE | PO | C-E B-2 | B-1 | C-E B-2 | 1/2 | X | X | BEAT | C-E B-2 | BEAT C-W | C-W B-1 | X | X | C-W B-1 | C-E B-1 |
| PICCHI | PO | X | | | | | | X | X | X | | | | | |
| QUIGLEY | PO | C-W B-1 | B-2 | S/D | X | X | C-E B-2 | C-E B-2 | BEAT C-W | C-W B-1 | X | X | C-E B-2 | B-1 | C-W B-1 |
| BENNETT | PO | V | V | X | X | V | V | V | D | X | | | X | 6-4 | B-2 LR |
| GREER | PO | X | X | D | B-2 | SICK | D | D | X | X | H | C-E B-2 | C-W B-1 | C-E B-2 | H |
| MAHONEY | DISP | D | X | X | D | D | 1/2 | X | X | D | D | D | D | D | D |
| 26 27 28 29 30 31 1 2 3 4 5 6 7 8 | | | | | | | | | | | | | | | |
| D'AMICO | SGT | S | S | X | X | V | V | V | X | S | S | S | S | S | X |
| PHILLIPS | SGT | 1/2 | 1/2 | S | S | S | S | S | S | H | X | X | S | S | S |
| REALE | PO | X | B/2 | D | 1/2 | 1/2 | B-2 D | X | 1/2 | B/1 | B/2 | D | X | X | B/2 |
| TURNER | PO | 1/2 | 1/2 | B-2 | X | X | C/C | D | B | 1/2 | X | X | 1/2 | 1/2 | H |
| HILKERT | PO | 1/2 | X | X | 1/2 | 1/2 | 1/2 | 1/2 | X | X | D | 1/2 | 1/2 | 1/2 | B/1 |
| STEVE | PO | X | X | 1/2 | 1/2 | 1/2 | C/C | 1/2 | X | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | X |
| SMITH | DISP | D | D | X | X | D | 1/2 | X | D | D | X | X | D | D | D |
| 26 27 28 29 30 31 1 2 3 4 5 6 7 8 | | | | | | | | | | | | | | | |
| MIDDLEBROOK | PO | X | 1/2 | 1/2 | 1/2 | 1/2 | C-top | X | X | 1/2 | 1/2 | 1/2 | 1/2 | 1/2 | X |
| TRICKLER | PO | 1/2 | 1/2 | 1/2 | X | X | 1/2 | 1/2 | 1/2 | 1/2 | X | X | 1/2 | H | 1/2 |
| HEIECK | PO | 1/2 | X | X | 1/2 | 1/2 | 1/2 | 1/2 | X | X | 1/2 | 1/2 | SICK top | 1/2 | 1/2 |

| Name | Position | S 26 | M 27 | T 28 | W 29 | H 30 | F 31 | S 1 | S 2 | M 3 | T 4 | W 5 | H 6 | F 7 | S 8 |
|-----------------------------------|----------|------------|------------|------------|------------|------------|------------|------------|-------------|------------------|------------------|------------------|------------------|------------------|------------------|
| SSALACQUA | SGT | D | S | S | S | X | S | X | S | S | X | S | S | X | S |
| COONS | PO | X | 1/2 E | 1/2 W | D | 1/2 W | 1/2 E | X | L | 1/2 W | 1/2 E | 1/2 E | X | X | 1/2 E |
| EVELAND | PO | 1/2 E | 1/2 W | 1/2 E | 1/2 W | X | X | 2 | 1/2 W | 1/2 E | 1/2 W | X | X | SICK | SICK |
| WINNEK | PO | 1/2 W | 1/2 R | X | X | 1/2 W | SICK | 1/2 W | 1/2 E | X | X | 1/2 W | 1/2 W | 1/2 E | 1/2 W |
| DEANE | PO | X | X | D | 1/2 E | D | 1/2 W | 1/2 E | X | 1/2 W | 1/2 E | 1/2 W | 1/2 E | 1/2 W | X |
| BUCKLIN | PO | L | X | X | | | | | X | X | | | | | D |
| VENTURINO | DISP | X | D | PL | PL | X | 1/2 W | 1/2 W | X | D | D | D | D | D | X |
| 26 27 28 29 30 31 1 2 3 4 5 6 7 8 | | | | | | | | | | | | | | | |
| TRAVIS | SGT | X | D | S | S | S | S | X | X | S | S | S | S | 7-3 S | X |
| BIESENBACH | SGT | S | S | S | S | X | X | S | S | D | S | X | X | S | S |
| STIVERS | PO | X | X | C-W B-1 | B-1 | C-E B-2 | B-2 C-E | C-W B-1 | X | H ^{OFF} | BEAT | P ^{2ND} | BEAT | C-E B-2 | X |
| HAUSNER | PO | X | C-E B-2 | B-1 | C-W B-1 | SICK | SICK | X | X | SICK | SICK | SICK | SICK | SICK | X |
| BENDZLOWICZ | PO | X | C-W B-1 | B-2 | C-E B-2 | C-W B-1 | C-W B-1 | X | C-W B-1 | C-E B-2 | C-E B-2 | C-W B-1 | X | X | C-E B-2 |
| CIRONE | PO | C-E B-2 | B-1 | C-E B-2 | 4/R | X | X | BEAT | C-E B-2 | BEAT C-W | C-W B-1 | X | X | 1/2 W B-1 | C-W B-1 |
| PICCHI | PO | X | | | | | | X | X | X | | | | | |
| QUIGLEY | PO | C-W B-1 | B-2 | S/D | X | X | C-E B-2 | C-E B-2 | BEAT C-W | C-W B-1 | X | X | C-E B-2 | B-1 | C-W B-1 |
| BENNETT | PO | V | V | X | X | V | V | V | D | X | | | X | 6V4 | B-2 L/R |
| GREER | PO | X | X | D | B-2 | SICK | B-1 | D | X | X | H ^{OFF} | C-E B-2 | C-W B-1 | B-2 | H ^{OFF} |
| MAHONEY | DISP | D | X | X | L | D | 1/2 W | 1/2 W | X | X | D | D | D | D | D |
| 26 27 28 29 30 31 1 2 3 4 5 6 7 8 | | | | | | | | | | | | | | | |
| DAMICO | SGT | S | S | X | X | V | V | V | X | S | S | S | S | S | X |
| PHILLIPS | SGT | V | V | S | S | S | S | S | S | H | X | X | S | S | S |
| REALE | PO | X | B/2 | D | 1/2 W | 1/2 R | B-2 D | X | 1/2 W | B/1 | B/2 | D | X | X | B/2 |
| TURNER | PO | B/2 | 1/2 W | B-2 | X | X | 1/2 C | D | E | 1/2 W | X | X | B/1 | 1/2 R | H ^{OFF} |
| HILKERT | PO | C | X | X | D | C-E | E-1 | 1/2 E | X | X | D | E-1 | B-2 | B-1 | B-1 |
| STEVE | PO | X | X | E | E-2 | S | 1/2 C | 1/2 W | X | 1/2 E | 1/2 W | 1/2 C | 1/2 C | B/2 | X |
| SMITH | DISP | D | D | X | X | D | 1/2 W | 1/2 W | D | D | X | X | D | D | D |
| 26 27 28 29 30 31 1 2 3 4 5 6 7 8 | | | | | | | | | | | | | | | |
| MIDDLEBROOK | PO | X | 1/2 E | 1/2 W | 1/2 E | 1/2 W | C-top | X | X | 1/2 E | 1/2 W | 1/2 E | 1/2 W | 1/2 E | X |
| TRICKLER | PO | 1/2 E | 1/2 W | 1/2 E | X | X | 1/2 E | 1/2 W | 1/2 E | 1/2 W | X | X | 1/2 E | H ^{OFF} | 1/2 W |
| HEIECK | PO | 1/2 W | X | X | 1/2 W | 1/2 E | 1/2 W | 1/2 E | X | X | 1/2 E | 1/2 W | S ^{TOP} | 1/2 W | 1/2 E |

CITY OF GENEVA, NEW YORK



Sanford I. Miller
City Manager
(315) 789-6104
FAX (315) 789-0604

MEMORANDUM

DEC 28 1999

TO: John Cataline, President, Geneva Police Command Officers
Brett Kindel, President, Geneva Firefighters
Ed George, President, Municipal Employees Association
Mike Stivers, President, Police Officers Union
Sam Smock, President, Recreation Employees Association

FROM: Sanford Miller, City Manager

DATE: December 27, 1999

RE: Addendum to Contracts - Payroll Schedule

Background and Explanation

After receiving an inquiry from four bargaining units (Police Command Officers, Police Officer, Firefighters and Municipal Employees) regarding payroll schedule I requested a meeting with all five bargaining units impacted by the issue (the four plus the Recreation Employees Association). The four units listed above and the City of Geneva had negotiated a 24 pay period schedule as part of a series of ratified multi-year contracts. These units were, nonetheless, requesting a return to a 26 pay period schedule. A meeting with the five bargaining units was held on December 22, 1999 in City Hall.

Agreement

All five units must accept this memorandum for the payroll period switch to 26 periods to be put into effect. If accepted, this entire memorandum shall be attached to the bargaining agreements of each of the bargaining units as an addendum and made a part of the entire contract. Further, the language herein shall supercede any previously agreed to contract provisions. Acceptance of this addendum shall be indicated by the signatures of the Presidents of the bargaining units or their designees.

Schedule

The City of Geneva will administer payroll on the basis of 26 pay periods per year. It is expressly understood that there will need to be "leap payroll weeks" two times in every eleven year period. This results in two periods of three weeks between payrolls. These leap payroll weeks will occur in December 2004 to January 2005 and December 2009 to January 2010. The next leap payroll week events will occur in 2015/2016 and 2021/2022. Specifically, the leap payroll weeks will occur as described immediately below.

City of Geneva
Contract Addendum on Payroll Periods

December 27, 1999

- The last payroll in 2004 will be December 24, 2004 and the first payroll in 2005 will be on January 14, 2005.
- The last payday in 2009 will on December 25, 2009 and the first payday in 2010 will be on January 15, 2010.

Implementation and No Grievance/Arbitration

The City agrees to implement the 26 pay period per year beginning with the first payroll in 2000 and continuing indefinitely thereafter. The 24 pay period schedule had been properly negotiated and was due to be implemented in January 2000. The switch to the 26 pay period schedule is being made expressly at the request of the various bargaining units. All the bargaining units agree that they and their members shall not have any rights to grievance or arbitration stemming from any aspect of the 26 pay period program, now or in the future.

Signatures



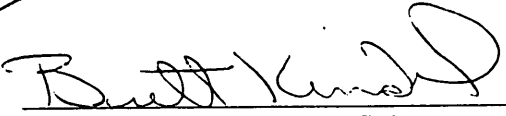
Sanford Miller, City Manager

12/27/99
Date



John Cataline, Geneva Police Command Officers

12/27/99
Date



Brett Kindel, Geneva Firefighters

12/28/99
Date



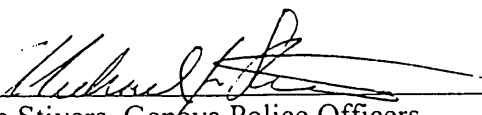
Sam Smock, Geneva Recreation Employees

12/28/99
Date



Ed George, Geneva Municipal Employees

12/27/99
Date



Mike Stivers, Geneva Police Officers

12/27/99
Date

Attachment to Council Resolution # 1, December 15, 1998

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

General:

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

Synopsis of Current Situation

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

Management (non-represented) Employees

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

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

Dated: February 4, 1999


City Clerk