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Contract Database Metadata Elements

Title: **Geneva, City of and Geneva Public Works Foremen's Unit, CSEA Local 1000, AFSCME AFL-CIO, Unit 7852-01 Ontario County Local 835 (2004)**

Employer Name: **Geneva, City of**

Union: **Geneva Public Works Foremen's Unit, CSEA, AFSCME, AFL-CIO, Unit 7852-01**

Local: **1000, Ontario County 835**

Effective Date: **01/01/04**

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2004-2008

CONTRACT AGREEMENT

BETWEEN

CITY OF GENEVA

AND

**THE GENEVA PUBLIC WORKS FOREMEN'S UNIT, CIVIL SERVICE EMPLOYEES
ASSOCIATION (CSEA)**

ONTARIO COUNTY LOCAL 835, AFSCME LOCAL 1000

AFL-CIO, UNIT 7852-01

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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MAY 17 2004

CONCILIATION

TABLE OF CONTENTS

SECTION 1 – RECOGNITION	3
SECTION 2 – SALARY	4
SECTION 3 – LONGEVITY	5
SECTION 4 – HEALTH INSURANCE	6
SECTION 5 – LEAVE	8
SECTION 6 – DBL INSURANCE	10
SECTION 7 – RETIREMENT SYSTEM	10
SECTION 8 – RETIREMENT SYSTEM MINIMUM DEATH BENEFITS	10
SECTION 9 – JURY DUTY	11
SECTION 10 – NO STRIKE	11
SECTION 11 – CHANGE IN PROCEDURE	11
SECTION 12 – CITY AFFAIRS	11
SECTION 13 – TRANSPORTATION REIMBURSEMENT	11
SECTION 14 – FAMILY AND MEDICAL LEAVE ACT	11
SECTION 15 – PERSONNEL RECORDS	11
SECTION 16 – DISCHARGE AND DISCIPLINE	12
SECTION 17 – GRIEVANCE PROCEDURES	12
SECTION 18 –LEGISLATION	13
SECTION 19 – REQUIREMENT OF ABILITY TO PERFORM DUTIES	13
SECTION 20 – VOLUNTEER FIREFIGHTER STATUS	14

2004-2008

**CONTRACT AGREEMENT BETWEEN
CITY OF GENEVA
AND
THE GENEVA PUBLIC WORKS FOREMEN'S UNIT, CIVIL SERVICE EMPLOYEES
ASSOCIATION (CSEA), ONTARIO COUNTY LOCAL 835, AFSCME LOCAL 1000, AFL-CIO, UNIT
7852-01**

Agreement made this 29th day of July 2003, by and between the City of Geneva hereinafter designated as the "Employer" and the Geneva Public Works Foremen's Unit, Civil Service Employees Association (CSEA), Ontario County Local 835, AFSCME Local 1000, AFL-CIO, Unit 7852-01 hereinafter designated as the "Union".

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

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

SECTION 1 – RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for the representative of employees of Public Works Foremen whose positions are listed below in Section 2 of this Agreement in all matters pertaining to salaries, benefits and other terms and conditions of employment for a period commencing January 1, 2004 to December 31, 2008.

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

Agency Shop-CSEA, having been recognized or certified as the exclusive representative of the employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA. The input equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA. The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

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

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

SECTION 2 – SALARY

Salary increase shall be as follows:

2004 – base salary increase of 3.25%

2005 – base salary increase of 3.25%

2006 – base salary increase of 3.25%

2007 – base salary increase of 3.25%

2008 – base salary increase of 3.25%

Step increase (top step only): \$450 for 2004, \$400 for 2005, \$400 for 2006, \$500 for 2007 and \$400 for 2008

Wages for Assistant Public Works Supervisors shall be increased based on the current step schedule. The top step shall be increased from \$44,000 (for calculating purposes) plus the \$450 to base pay for 2004. Thus making the salary schedule appearing as:

2003 (for calculating purposes only) steps shall be considered as follows:

DW-17 – 1st Step - \$39,207 2nd Step - \$40,649 3rd Step - \$42,630 4th Step - \$44,000

2004 – steps shall be considered as follows:

DW-17 – 1st Step - \$40,481 2nd Step - \$41,970 3rd Step - \$44,015 4th Step - \$45,895

Salary Plan

2004

Asst. Public Works Supervisor	DW-17	40,481	41,970	44,015	45,895
Street, Sewer and Grounds Superintendent	DW-23	50,115	52,061	54,092	56,799
Water Maintenance Supervisor		50,115	52,061	54,092	56,799
Chief Water Plant Operator		50,115	52,061	54,092	56,799
Chief Sewer Plant Operator		50,115	52,061	54,092	56,799
Building, Grounds and Parks Supervisor		50,115	52,061	54,092	56,799

2005

Asst. Public Works Supervisor	DW-17	41,797	43,334	45,445	47,800
Street, Sewer and Grounds Superintendent	DW-23	51,744	53,753	55,850	59,056
Water Maintenance Supervisor		51,744	53,753	55,850	59,056
Chief Water Plant Operator		51,744	53,753	55,850	59,056
Chief Sewer Plant Operator		51,744	53,753	55,850	59,056
Building, Grounds and Parks Supervisor		51,744	53,753	55,850	59,056

2006

Asst. Public Works Supervisor	DW-17	43,155	44,742	46,922	49,767
Street, Sewer and Grounds Superintendent	DW-23	53,426	55,500	57,665	61,389
Water Maintenance Supervisor		53,426	55,500	57,665	61,389
Chief Water Plant Operator		53,426	55,500	57,665	61,389

Chief Sewer Plant Operator		53,426	55,500	57,665	61,389
Building, Grounds and Parks Supervisor		53,426	55,500	57,665	61,389

2007

Asst. Public Works Supervisor	DW-17	44,557	46,196	48,447	51,901
Street, Sewer and Grounds Superintendent	DW-23	55,162	57,304	59,539	63,900
Water Maintenance Supervisor		55,162	57,304	59,539	63,900
Chief Water Plant Operator		55,162	57,304	59,539	63,900
Chief Sewer Plant Operator		55,162	57,304	59,539	63,900
Building, Grounds and Parks Supervisor		55,162	57,304	59,539	63,900

2008

Asst. Public Works Supervisor	DW-17	46,005	47,697	50,022	54,000
Street, Sewer and Grounds Superintendent	DW-23	56,955	59,166	61,474	66,390
Water Maintenance Supervisor		56,955	59,166	61,474	66,390
Chief Water Plant Operator		56,955	59,166	61,474	66,390
Chief Sewer Plant Operator		56,955	59,166	61,474	66,390
Building, Grounds and Parks Supervisor		56,955	59,166	61,474	66,390

Educational Benefits

The Employer shall provide the following benefits for those members of the Union who have furthered their education by taking college courses:

AAS in related field	\$500 per year
BA or BS in related field	\$900 per year

Those employees that are currently in this bargaining unit shall continue to receive the benefit for any qualified degree.

New employees (hired after 1/1/04) to this unit must have a degree in a related field

Related fields shall consist of Business Administration, Human Resources or Construction Technology. Discussions are ongoing regarding other possible related fields.

SECTION 3 – LONGEVITY

The longevity feature of the pay plan of the Employer shall be as follows for 2004-2008:

5 - 9 years	\$300 per year
10-14 years	\$500 per year
15-19 years	\$750 per year
20 or more years	\$1000 per year
Each year over 25	\$1000 plus \$50

Example: 26 years: \$1000 plus \$50 = \$1050; 30 years: \$1000 plus \$250 = \$1250

SECTION 4 – HEALTH INSURANCE

Health Insurance Addendum

Health Insurance for Employees

- a. This provision switches the base plan health insurance for all full-time employees from Blue Million (Million) to Blue Choice Extended, hereafter (Choice).
- b. A vested right to receive health insurance will exist for employees of this unit who attain twenty years of service with the City of Geneva. They would retain the right to received health insurance in their retirement on the same basis as their employment, benefit and co-pay status and consistent with the 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: a) the city is including, as part of the wage settlement, a 1% increase in the 1999 wage increment; and b) employees with twenty years of service with the City are given an irrevocable vested right to receive health insurance in their retirement consistent with their employment, benefit and co-pay status.
- d. Co-pays for Choice are as follows:
 - Employees hired prior to January 1, 1993 have no required premium co-pay.
 - Employees hired after January 1, 1993 shall be required to pay, through payroll deduction, 35% of the monthly health premium costs for the first year, 25% for the second year and 20% for the third year and thereafter.

New employees to the City, hired after January 1, 2004:

- Once a retiree reaches age 65 they will be covered by Blue Choice Senior.
- Base plan offered by the City to these full-time employees shall be Blue Choice Select.

Co-pays: New employees to the City, hired after January 1,2004 shall be required to pay the following health care premiums:

- 40% for years 1-3
- 30% for years 4-5
- 25% for years 6 and thereafter

- e. Should any 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 Choice family coverage.

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 the 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 working in a situation where health insurance is provided. When health insurance is no longer available due to a change in employment status, the retiree would have the right to opt back into the City plan, without any loss of benefits described herein, at the next available election date.
- e. If a retiree has a spouse who also works for the City, then there shall only be one health insurance benefit provided. Retirees would be required to certify their status.

Significant Change in Employee Health Insurance

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

Buy-out, Switching and Shared Savings Procedures

Employees who are eligible to be enrolled in the City’s Health Plan may be eligible for shared savings payment from the City if they choose to be covered under their spouse’s insurance plan or if the employee chooses a less expensive medical plan offered by the City. Note that the only exception to eligibility is where spouses are also employed by the City of Geneva. The City prohibits duplicate insurance coverage and benefits that would be derived from such a situation. This buy-out option is subject to the following conditions:

- a. In order for an employee to receive compensation in lieu of city-provided health insurance, the employee must be covered by alternate health insurance coverage and provide evidence of that coverage.
- b. Notification to take the buy-out option must be made in writing to the City Personnel Office and will become effective when coverage under that spouse’s plan is in force.
- c. The employee must remain without coverage for at least six (6) months to receive the lump sum payment. This payment will be made on the last pay period following the six month requirement has been met and will be subject to applicable withholdings. The City pays this benefit twice a year as follows: January 1 to June 30 and July 1 to December 31. Contact the Personnel Office if there are any questions regarding this benefit.

- d. The amount of payment will be equal to 50% of the premium savings 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 (the amount of the premium shall be adjusted annually).
- 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 circumstances (e.g. spouse loses job and consequently, health coverage), the employee may pickup coverage from a City-sponsored plan subject to limitations imposed by the carrier.
- f. If the employee chooses to pick up coverage premature of his/her anniversary date, then (1) he/she forfeits the lump sum payment entirely if he/she opted out for six (6) months or less; or (2) he/she receives an amount prorated by month if he/she opted out for more than (6) months.
- g. An employee has the right to renew health care coverage at open enrollment – December 1st to December 31st of each year, unless there is a qualifying event and even if he/she opted out of coverage for more than twelve (12) months.
- h. This benefit is prorated based on the start date and/or retirement/separation of employment with the City.

Flexible Spending Plan

The City of Geneva will establish a flexible-spending plan for all interested City Employees. The Flexible Spending Plan does not require additional City contribution. It allows employees to pay for certain expenses on a tax advantage basis, such as dependent care costs and other medical or dental costs with pre-tax dollars.

Health Insurance for Surviving Spouse

If a member of the Union is killed while on duty, his/her spouse will be covered by the City for health insurance consistent will applicable co-pay until the age of 65, or if the spouse remarries or dies, whichever occurs first. Surviving dependent children would be covered as provided for by the terms of the health insurance family plan coverage and on the same basis as applicable co-pay provisions.

SECTION 5 – LEAVE

Holidays

The parties mutually agree to the procedures, rules and regulations presently governing holidays and sick leave. The paid holidays will be 12 days per year and 3-half (½) days per year. Holidays recognized by the City shall be:

- | | |
|--|--------------------------|
| ½ day before New Year’s | Columbus Day |
| New Year’s Day | Thanksgiving Day |
| Martin Luther King’s Day | Day after Thanksgiving |
| Presidents’ Day | Veterans Day |
| ½ day Good Friday | 1/2 day before Christmas |
| Memorial Day | Christmas |
| Independence Day/4 th of July | Day after Christmas |
| Labor Day | |

NOTE: See attached memorandum of understanding regarding Lincoln’s birthday and day after Christmas

The vacation schedule will be as follows, effective January 1, 2004:

<u>SERVICE</u>	<u>VACATION</u>
6 months to 1 year	1 week
1-4 years	2 weeks
5-12 years	3 weeks
13-19 years	4 weeks
20 years and over	5 weeks

Unused vacation time (up to two weeks) will be reimbursed in cash.

Advanced Receipt of Vacation Pay

Upon submission of a proper request, an employee shall be allowed to receive vacation pay in advance of said vacation. Such advance payment shall be made on the FRIDAY immediately preceding the vacation period. Employee must give at least two (2) weeks advance notice to be eligible for this benefit. Such advance payment shall be made in increments of one-week blocks (i.e. one (1) week, two (2) weeks, three (3) weeks).

Vacation Pay upon Retirement

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

Personal Leave

In addition to the vacation schedule, four (4) personal days will be authorized for each year of the contract. Unused personal days may be carried over into the next year as sick leave.

Sick Time Pay

Employees covered under this contract who retire from the City and receive benefits under the Retirement System for normal or disability retirement or upon death, when employee has completed twenty (20) years of service payable to his/her estate, shall receive payment as follows up to a maximum of 260 days.

1-125 days @ \$30 per day
126-150 days @ \$50 per day
151-260 days @ \$75 per day

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

Sick Leave Incentive

Sick leave incentive shall be as follows:

0 Sick days used in a year = \$500
1 Sick day used in a year = \$250

2 Sick days used in a year = \$100

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.

The sick leave incentive benefit is prorated based on start date and/or retirement/separation of employment from the City.

If an employee of this bargaining unit uses ten (10) or more sick days in a calendar year, then they may be required to submit a doctor’s note for each sick day thereafter.

Union Leave

A total of twelve (12) hours per year may be used for Union officers or steward to attend conferences or union trainings.

Bereavement Leave

- a. In the event of a death in the immediate family of the employee or his/her spouse’s immediate family, the employee shall be entitled to three (3) working days with regular pay to arrange for, attend the funeral and/or burial and otherwise observe said death. Immediate family and spouse’s immediate family shall include husband, wife, significant other, children, step-children, mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
- b. Employee shall be entitled to one (1) day off with pay in the event of the death of their or their spouse’s aunt, uncle, niece, nephew, and cousin. If any of these five categories of relations is a member of the employee’s immediate household at the time of death Paragraph A would prevail. The forgoing time shall not be deductible from any other category of accruals. If additional days are required by the employee for any bereavement leave, they may be granted by the Director of Public Works or the City Manager with no loss of pay to the employee.
- c. Employees shall be granted ½ day with pay when so requested to act as a Pallbearer or Honorary Pallbearer, or to attend the funeral of a friend or neighbor.

SECTION 6 – DBL INSURANCE

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

SECTION 7 – RETIREMENT SYSTEM

The Employer shall continue to contribute to the State Employees Retirement System on the Non-Contributory 25 Year Career Plan. (Section 75-G), (Section 41-J), (Section 75-I).

SECTION 8 – RETIREMENT SYSTEM MINIMUM DEATH BENEFITS

The Employer shall continue to provide the New York State Employee Retirement System Non-Contributory Plan. Death benefits will be those which are afforded to the employees under this respective retirement plan.

SECTION 9 – JURY DUTY

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

Employees on such leave will remit to the employer all remuneration received for jury duty service, with the exception of monies paid for the reimbursement of travel and parking. Employees must request payment for jury duty as a condition of payment. An employee summoned to jury duty shall provide documentation of such summons whenever, in the employer's judgement, such request for documentation is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal working hours. The employee must return to work upon release from jury duty and must provide documentation of time served. All documentation must be submitted to his/her Department Head.

SECTION 10 – NO STRIKE

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

SECTION 11 – CHANGE IN PROCEDURE

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

SECTION 12 – CITY AFFAIRS

The provisions of this agreement shall be expressly limited to salaries, benefits and other conditions of employment of Union member employees of the City of Geneva and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this Agreement.

SECTION 13 – TRANSPORTATION REIMBURSEMENT

When required to use personal vehicles for work related transportation, employees shall be reimbursed at the published IRS rate.

SECTION 14 – FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

SECTION 15 – PERSONNEL RECORDS

All employees covered by this Agreement shall have the right to review their personnel folders with the accompaniment of the Personnel Officer. A CSEA representative will be allowed to accompany the employee. There shall be only one (1) official personnel folder for each employee. Employees will be notified of all derogatory materials placed in their personnel folders. Employees shall have the right to submit a rebuttal on any derogatory material placed in their personnel folder.

SECTION 16 – DISCHARGE AND DISCIPLINE

Notice of Discharge and Discipline

- a. The Employer agrees that upon the discharge or discipline of employee, to notify the President of the local Union in writing within three (3) working days of any action taken in discharging or disciplining said employee.
- b. Except for fraud or any felony where the statute of limitations has not expired, an employee shall not be disciplined for acts which occurred more than ninety (90) calendar days prior to the imposition of the discipline, unless discovered more than ninety (90) days after its occurrence, in which case discipline may be imposed within sixty (60) calendar days of such discovery.

Disciplinary Action

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

The Grievance and Arbitration procedures contained in Section 17 of this Agreement are the exclusive remedies for grieving the discipline and discharge of bargaining unit employees.

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

Appeal of Discharge or Discipline

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

Use of Past Record

- a. In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the Employers vehicle, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- b. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 17- GRIEVANCE PROCEDURES

An employee with grievance in connection with his employment shall present it to the Employer as follows:

1. The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate Supervisor/Department Head within ten (10) working days of its occurrence. All grievances by the Foreman's Union and responses shall be in writing. The Supervisor/Department Head

shall then attempt to adjust the matter and shall respond to the steward within seven (7) working days after the receipt of the grievance.

2. If the grievance still remains unadjusted, it shall be presented by the Union president, Union representative, or Union grievance chairman to the City Manager in writing within seven (7) working days after the response of the Supervisor/Department Head is due. A meeting between at least two (2) representatives of the Union and the City Manager will be arranged to discuss the grievance within five (5) working days from the date the grievance is received by the City Manager.
 - a. The Union representatives may meet at a place designated by the Employer, on the Employer's property immediately preceding the meeting with the representatives of the Employer.
 - b. The local President, or his/her representative, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he/she is to discuss with the Employer. Time for investigation is the afternoon of the last working day of the week.
3. If the grievance is still unsettled and the Union feels that the matter should be carried further, it shall be referred to the Union Council. The Council, upon review, may, within thirty (30) days of the City Manager's answer, refer the matter to the New York State Public Relations board for the selection of an impartial arbitrator in accordance with their rules of procedure to be selected by the Union and the Employer to determine the dispute.
 - a. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
 - b. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.
 - c. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 18 -- LEGISLATION

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

SECTION 19 – REQUIREMENT OF ABILITY TO PERFORM DUTIES

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

SECTION 20 – VOLUNTEER FIREFIGHTER STATUS

Language to be devised to stating that volunteer firefighters may leave regular work duties to attend a fire call only if that call requires fighting an active fire.

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


CITY OF GENEA

BY:


Richard E. Rising, City Manager

PUBLIC WORKS FOREMEN'S ASSOCIATION

BY:

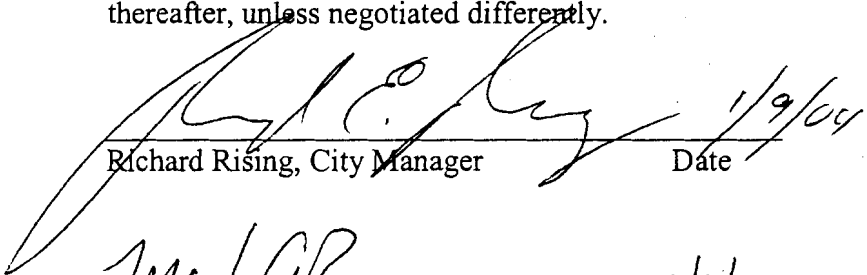

Mark Perry, President



MEMORANDUM OF UNDERSTANDING

Between the City of Geneva and City of Geneva Public Works Foremen's Unit of
CSEA, AFSCME Local 1000, AFL-CIO, Unit 7852-01

Under the present holiday schedule, the City of Geneva agrees to allow members of this unit a choice between Lincoln's Birthday (February) or the day after Christmas (December 26). Recognizing the need for minimal Supervisory staffing levels, all requests (in writing) need to be submitted and approved by the Director of Public Works by no later than Friday, January 30, 2004 and thereafter for contract years. The Director's decision regarding this memorandum of understanding is not grievable and/or arbitrable. It is hereby agreed and understood between the parties that this contract change is effective January 1, 2004. This holiday schedule will remain in effect for 2004 and thereafter, unless negotiated differently.


Richard Rising, City Manager

Date 1/9/04


Mark Perry, Union President

Date 1/9/04

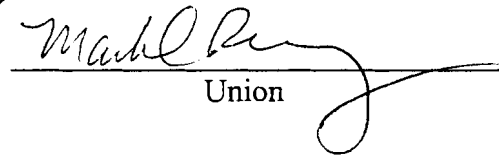
SIDE LETTER OF UNDERSTANDING

It is hereby agreed and understood by and between the parties that the attached forms and procedures shall be used to evaluate employees in the bargaining unit effective on date of signature for work year 2003. Thereafter, the forms and procedures shall continue to be used unless the union notifies the City on or before March 1, 2005 that it wants to negotiate modifications to the forms or procedures.

12/4/03
Date


City of Geneva

12/4/03
Date


Union

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.

RESOLUTION # 1

**RESOLUTION ADOPTING THE HEALTH CARE ADDEMDUN FOR
NON-REPRESENTED/MANAGEMENT EMPLOYEES**

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

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

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

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

Adopted
12/15/98

Addendum to Council Resolution # 1
City Council Agenda of December 15, 1998
Prepared 12/11/98
Page 3 of 3

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.

Addendum to Council Resolution # 1
City Council Agenda of December 15, 1998
Prepared 12/11/98
Page 2 of 3

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

**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

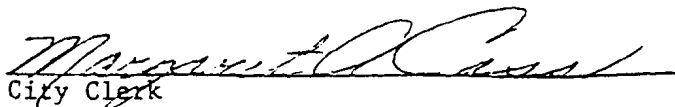
Further Be It Resolved that the City of Geneva shall provide coverage for said medical insurance premiums of Blue Choice Extended at a rate commensurate with the then current rate, unless amended by subsequent resolution of City Council, and

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

RESOLUTION # 9

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

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

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

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

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

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

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

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

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

STATE OF NEW YORK) SS:
COUNTY OF ONTARIO)

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

Dated: November 18, 1998


City Clerk