



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Geneva, City of and Recreation Employees Association (2007)**

Employer Name: **Geneva, City of**

Union: **Recreation Employees Association**

Effective Date: **01/01/07**

Expiration Date: **12/31/10**

PERB ID Number: **9064**

Unit Size:

Number of Pages: **13**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC1/9064

**Contract Between  
Recreation Employees' Association**

**And**

**The City of Geneva**

**1/1/2007-12/31/2010**

**Received 7/2/08**

Table of Contents  
Contract Provisions

Article I	Salary
Article II	Educational Benefits
Article III	Longevity
Article IV	Retirement
Section 1	Retirement System Options
Section 2	Retirement System Minimum Death Benefits
Article V	Health Insurance
Section 1	Policy Options
Section 2	Buy Out, Switching, Shared Savings Procedures
Addendum (Adopted)	1-A Current and Future Health Benefits of the Recreation Employees Association
Article VI	Vacation
Section 1	Vacation Schedule
Section 2	Vacation Pay Upon Retirement
Article VII	Holidays
Section 1	Recognized Holiday Schedule
Section 2	Compensatory Time
Section 3	Floating Holidays
Article VIII	Personal Time
Article IX	Sick Leave
Article x	Funeral Leave
Article XI	Working Hours
Article XII	Transportation Reimbursement
Article XIII	Flexible Spending
Article XIV	Jury Duty
Article XV	Deferred Compensation
Article XVI	Grievance Procedure
Article XVII	Management Rights

## **Article I. Salary**

The pay increases for the above employees shall be the following for three (3) years starting January 1, 2007:

- Effective January 1, 2007 – 3.25%
- Effective January 1, 2008 – 3.50%
- Effective January 1, 2009 – 3.25%
- Effective January 1, 2010 – 3.25%

### **New Salary Schedule:**

Step increase (top step only): \$300.00 for years 2007, 2008, 2009 and 2010. Must have one (1) year at top step salary by January 1 each year in order to receive this benefit the following year. Example: If you reach top step 12/15/08, then you would be eligible for this benefit January 1, 2010

### **Employed by the City of Geneva prior to December 31, 2003**

Employees start at first step and go up to the next step the 1<sup>st</sup> of every year.

	<b><u>2007</u></b>				<b><u>After 1 year</u></b>
Recreation Attendant	32,967	33,631	34,640	35,672	35,982
Recreation Maintenance Mechanic	37,740	38,494	39,649	40,840	41,149
Recreation Working Supervisor	42,297	43,145	44,008	45,438	45,748
	<b><u>2008</u></b>				
Recreation Attendant	34,038	34,724	35,766	36,831	37,551
Recreation Maintenance Mechanic	38,966	39,745	40,938	42,167	42,900
Recreation Working Supervisor	43,672	44,547	45,439	46,915	47,660
	<b><u>2009</u></b>				
Recreation Attendant	35,144	35,852	36,929	38,028	39,082
Recreation Maintenance Mechanic	40,233	41,036	42,268	43,537	44,604
Recreation Working Supervisor	45,091	45,995	46,915	48,440	49,518
	<b><u>2010</u></b>				
Recreation Attendant	36,287	37,017	38,129	39,264	40,662
Recreation Maintenance Mechanic	41,540	42,370	43,642	44,952	46,363
Recreation Working Supervisor	46,557	47,490	48,440	50,014	51,437

**Employed by the City of Geneva after January 1, 2004**

	<u>2007</u>				<u>After 1 year</u>
Recreation Attendant	28,618	29,191	30,067	30,968	31,278
Recreation Maintenance Mechanic	32,078	32,719	33,701	34,712	35,021
Recreation Working Supervisor	35,955	36,673	37,774	38,907	39,216

	<u>2008</u>				
Recreation Attendant	29,619	30,213	31,120	32,052	32,683
Recreation Maintenance Mechanic	33,200	33,864	34,880	35,927	36,558
Recreation Working Supervisor	37,213	37,957	39,096	40,268	40,899

	<u>2009</u>				
Recreation Attendant	30,582	31,194	32,131	33,093	34,055
Recreation Maintenance Mechanic	34,279	34,965	36,014	37,094	38,055
Recreation Working Supervisor	38,423	39,191	40,367	41,577	42,538

	<u>2010</u>				
Recreation Attendant	31,576	32,208	33,175	34,169	35,471
Recreation Maintenance Mechanic	35,394	36,101	37,184	38,300	39,602
Recreation Working Supervisor	39,671	40,464	41,679	42,928	44,231

**27 vs. 26 Payroll Issue:** All City of Geneva employees will be paid for the days worked in a calendar year. Salaried employees payroll reflects work for 260 days per year, but each salaried employee will be compensated for any extra day(s) worked in each calendar year. The extra day(s) will be paid in the last payroll period of each year as follows:

- 2007 – 1 day
- 2008 – 2 days
- 2009 – 1 day
- 2010 – 1 day

**Article II. Educational Benefits**

The following educational benefits are available:

- Associates Degree \$400/year
- Bachelor Degree \$750/year
- Masters Degree \$1000/year
- Certified Ice Technician: \$150/year in 2004, \$200/year in 2005 and \$300 in 2006

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

**Article III. Longevity**

The longevity plan for the years 2007-2010 shall be as follow:

- 5-9 years of service                 \$300/year
- 10-14 years of service             \$600/year
- 15-19 years of service            \$800/year
- 20 plus years of service         \$1100/year

Each year over 25: \$1100 plus \$50. Example: 26 years of service- \$1100 plus \$50= \$1150; 30 years of service- \$1100 plus \$250= \$1350

**Article IV. Retirement**

**Section 1. System Options**

The Employer shall provide eligible employees coverage under Section 75-I of the State Retirement program (applicable to Tier I & Tier II employees).

The Employer shall provide the Unused Sick Leave Incentive Plan (Section 41-J) effective January 1, 1986 (applicable to all City employees).

**Section 2. Retirement System Minimum Death Benefits**

The Employer shall provide the New York State Employees Retirement System death benefit to its employees as applicable for the appropriate employee tier status.

**Article V. Health Insurance**

For the purposes of this section only Jim Deal shall be considered to have been hired prior to December 31, 1996.

In the event that an employee chooses not to be covered, evidence of the coverage must be provided.

The parties agree to cooperate in efforts to contain health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance feasibility study, if conducted , and continue supporting our health insurance ad hoc committee. Any new health insurance language will be negotiated through the health insurance ad hoc committee since all bargaining units are affected by this benefit.

**Health Insurance Addendum**

A. 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)(Note: Effective January 1, 2008 Excellus Blue Cross/Blue Shield of

Rochester eliminated Blue Choice Extended , employees afforded this plan were automatically placed in Blue Choice Select).

New Employees 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.

- 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 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: 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.
  - Effective January 1, 2004: New hires 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.

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

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

#### Section 2. 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 alternative health insurance coverage and provide evidence of that coverage.

- b. Notification to take the buy-out option must be made in writing to the City Personnel Office and will become effective when coverage under the spouse's plan is in force.
- c. The employee must remain without coverage for at least six (6) months to receive the lump sum payment. This payment will be made on the last pay period following the six (6) month requirement has been met and will be subject to applicable withholdings. The City pays this benefit twice a year as follows: 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 the 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, which is Blue Choice Select. Employees hired on or after January 1, 2007 the lowest cost 2-person premium shall be associated with coverage under Blue Choice Value. No buy-out option unless the employee does not accept our health insurance plan.
- e. If the employee, after choosing the buyout option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g. spouse loses job and, consequently, health care coverage), the employee may 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 six (6) months.
- g. An employee has the right to renew health care coverage at open enrollment- January 1<sup>st</sup> of each year, unless there is a qualifying event and even if he/she opted out of coverage for the previous twelve (12) months.

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

**Article VI. Vacation**

**Section 1. Vacation Schedule**

All employees shall be entitled after 6 months of service to a vacation with pay. Vacations earned shall be calculated as of January 1<sup>st</sup> in the year in which they reached the following tenure levels:

After completion of 6 months to 1 year	1 week
After completion of 1 year	2 weeks
After completion of 5-12 years	3 weeks
After completion of 13-20 years	4 weeks
After completion of 20 years	5 weeks

The City may, upon written approval of their Supervisor and City Manager, reimburse employees for unused vacation days. All requests for buy-back or unused vacation time must be in writing and submitted no later than December 1<sup>st</sup> of each contract year. If an employee is eligible for three (3) weeks vacation based on criteria in this section, then a maximum of ten (10) days of unused vacation days can be used as buyback. If an employee is eligible for two (2) weeks vacation based on criteria stated in this section, then a maximum of five (5) days of

unused vacation days can be used as buyback. Payment for this will be paid by payroll on or before the 15<sup>th</sup> of December.

**Section 2. Vacation Pay Upon Retirement**

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

**Article VII. Holidays**

**Section 1. Recognized Holiday Schedule**

New Year’s Day	Veterans Day
Martin Luther King Jr.	Thanksgiving
Presidents’ Day	Day after Thanksgiving
Good Friday (1/2 day)	Christmas Eve (1/2 day)
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	New Year’s Eve (1/2 day)
Columbus Day	

Effective in year 2004, switch Lincoln’s birthday for the day after Christmas. This switch is contingent on the acceptance of other negotiating bargaining units. See attached addendum.

**Section 2 Compensatory Time**

For all work in excess of 40 hours per week employees shall be eligible to receive 1.5 times their current hourly rate in compensatory time.

It shall be the discretion of the City Manager as to whether employees shall be paid cash for overtime hours worked (over 40 hours worked in a given week at a rate of 1.5 times their current hourly rate) or shall receive an equivalent amount in compensatory time off.

Employees shall be allowed to accumulate a maximum of 60 hours (40 actual hours worked X 1.5) in a compensatory-time bank. Employees shall be paid at 1.5 times their current hourly rate for hours worked that exceed the maximum accumulation cited in the preceding sentence.

An employee may request the use of compensatory time at any time, but the request should not unduly disrupt the City’s daily operations. Example: Employee works 95 hours overtime.

Calculation of time paid and compensatory time is as follows: 95 – 40= 55 hours of time paid at time and a half. Then 40 x 1.5= 60 compensatory hours.

The City will cash out an employee’s compensatory time according to the following schedule:

- 1) Compensatory time accumulated between June 16<sup>th</sup> and December 15<sup>th</sup> shall be paid on or before December 31<sup>st</sup> of that year.
- 2) Compensatory time accumulated between December 16<sup>th</sup> and June 15<sup>th</sup> shall be paid on or before July 15<sup>th</sup> of that year.

Compensatory time shall be calculated and paid out using the hourly rate the employee is earning at the time the banked compensatory time is cashed out. The employer reserves the right to buy-out employee compensatory time accumulations prior to any increases in employee salaries.

Upon termination an employee will be fully compensated for all unused compensatory time. The rate of pay shall be the average regular rate for the last three years of employment or the regular rate earned at the time of termination, whichever is greater.

### Section 3. Floating Holidays

If an employee is required to work on one of the recognized holidays, said employee shall be given a floating holiday. Four (4) holidays may be used with the calendar year, subject to the approval of the Recreation Director, with the exception of a maximum of six (6) days, which may be taken at any time during the calendar year. If the use of a floating holiday precedes the calendar date on which a recognized holiday is celebrated, the employee must acknowledge, in writing, the holiday to be worked at the later date in exchange for the floating holiday being requested. All requests for use of a floating holiday must be in writing and must be pre-approved by management. Compensation for floating holidays will be calculated on a straight time basis.

### Article VIII. Personal Time

In addition to holidays and vacation time, four (4) personal days will be authorized for each fiscal year and must be utilized within that fiscal year (January 1<sup>st</sup> – December 31<sup>st</sup>) or they will be forfeited. In conjunction with attendance incentive to begin 1/1/2008, a total of up to five (5) personal days will be authorized (see language under attendance incentive).

### Article IX. Sick Leave

The employees covered by this agreement shall accumulate one sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred sixty-five (165) days toward retirement. Employees shall start to earn sick leave as long as they are in the service of the Employer. In order to receive sick leave, the Employer must be notified before start of the workday.

The City agrees to reimburse employees for sick time on the following basis: To qualify the employee must have a minimum of ten (10) years service and have accrued at least fifty (50) sick days. The employee shall receive payment as follows up to a maximum 200 days.

1-125 days @ \$30/day

126-150 days @ \$50/day

151-200 days @ \$75/day

This benefit will be paid in full to the employee upon retirement, leaving employment with the City for any reason except for termination by the Employer for cause, or upon death of said employee, in which case the benefit will be paid to the employee's estate.

Attendance Incentive:

The attendance incentive shall provide for an annual pay-out for perfect attendance as follows:

0 Sick days used per year \$500 plus (1) one additional personal day to be banked and used the following year. The use of this additional personal day would be consistent with current contract language noted in Article VIII (Personal Days)-page 10.

1 Sick days used per year \$250

2 Sick days used per year \$100

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

**Article X. Funeral Leave**

In the event of a death in the immediate family of the employee, he shall be entitled to the next three days with regular pay (Saturday & Sunday to be included) but without pay unless it is regularly scheduled work day to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law and significant other. Employees shall be entitled to one (1) day with pay, when so required, in the event of the death of an aunt, uncle, niece, nephew, cousin. The foregoing time shall not be deductible from sick leave or vacation time.

**Article XI. Working Hours**

The normal work week for employees covered by this agreement shall be forty (40) hours.

**Article XII. Transportation Reimbursement**

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

**Article XIII. 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. Employees must use all funds allocated to the flexible spending plan in the fiscal year it is banked or lose said funds.

**Article XIV. 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 requesting payment for jury duty as a condition of payment. An employee summoned to jury duty whenever, in the employer's judgement, such request is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal working hours. The employee must return to work upon release from jury duty and must provide documentation of time served. All documentation must be submitted to his/her Department Head.

### **Article XV. Deferred Compensation**

The City shall afford the opportunity to all employees to participate through payroll deduction and a tax sheltered annuity plan at no cost to the City.

### **Article XVI. Grievance Procedure**

Step 1. The employee shall submit a written grievance or dispute to his/her immediate supervisor within ten (10) working days of the occurrence of the incident in question. The supervisor will review the grievance and within five (5) working days respond to said grievance.

Step 2. If resolution cannot be realized upon completion of the above review the employee may request that his/her supervisor submit the written grievance to the City Manager for his/her review. The City Manager shall have fifteen (15) working days to review the submitted grievance. The City Manager may choose to consult with the employee and/or their immediate supervisor in an attempt to resolve the grievance.

Step 3 The City Manager shall serve as the final arbiter in all grievances brought by an employee.

### **Article XVII. Management Rights**

All issues and items not explicitly covered in this agreement shall be the right of management except as provided by law.

### **Article XVIII.**

It is agreed by and between the parties that any provisions 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 accordance with S204-a subsection 1 of the Public Employees Fair Employment Act (Civil Service Law, Article 14 – The Taylor Law), it is agreed by and between the parties that any provision of this agreement requiring legislative action to the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Jennifer L. Slywka, Acting City Manager

By \_\_\_\_\_ Date \_\_\_\_\_  
Karl Smock, Recreation Representative