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Contract Database Metadata Elements

Title: **Geneva, City of and Geneva Police Command Officers Association (COA) (2004)**

Employer Name: **Geneva, City of**

Union: **Geneva Police Command Officers Association (COA)**

Local:

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

Expiration Date: **12/31/06**

PERB ID Number: **6789**

Unit Size: **8**

Number of Pages: **20**

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PERB

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2004-2006

CITY OF GENEVA

AND

GENEVA POLICE COMMAND OFFICERS ASSOCIATION

THREE YEAR CONTRACT

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

RECEIVED

NOV 10, 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

CITY OF GENEVA AND GENEVA POLICE COMMAND OFFICERS ASSOCIATION

AGREEMENT, made this 25th day of February 2004 by and between the CITY OF GENEVA, hereinafter designated as the "Employer" and the GENEVA POLICE COMMAND OFFICERS ASSOCIATION, hereinafter designated as the "COA".

ARTICLE I APPLICABLE LAW

The New York State Civil Service Law and the Local laws of the City of Geneva shall govern the terms and provisions of this Agreement, except as expressly otherwise provided.

ARTICLE II RECOGNITION

Section 1.

The Employer recognizes the COA as the sole and exclusive representative for all the employees in the unit described in Article III.

Section 2.

The Employer agrees that the COA shall be the sole and exclusive representative for all employees described in Article III, for the purpose of Collective Negotiations and Grievances from the 1st day of January 2004 to the 31st day of December 2006.

Section 3.

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

ARTICLE III COLLECTIVE NEGOTIATING UNIT

The Unit shall consist of all Sergeants, Lieutenants and Captains of the Police Department of the City of Geneva. A description of job titles and salary ranges for each title is annexed under Article IV.

ARTICLE IV SALARY

- Step Increase: \$600.00 per year for each contract year. Example: Sergeant, year 2005 --
 $\$54,636 + \$600 = \$55,236 \times 3.25\% = \$57,031$
- Wage increases of 3.25% for 2004, 3.25% for 2005, and 3.25% for 2006.

The pay for the Commissioned Officer of the COA for the year starting January 1, 2004 shall be as follows:

2004

Sergeant	46,288	47,957	49,587	51,284	54,636
Lieutenant	50,355	52,172	53,943	55,639	59,033
Captain	54,367	56,398	58,318	60,013	63,402

2005

Sergeant	48,412	50,135	51,818	53,571	57,031
Lieutenant	52,611	54,487	56,316	58,067	61,571
Captain	56,754	58,851	60,832	62,583	66,082

2006

Sergeant	50,605	52,383	54,121	55,931	59,504
Lieutenant	54,940	56,878	58,765	60,574	64,192
Captain	59,218	61,383	63,429	65,236	68,849

The City will keep a record of all overtime worked by the members of the COA and pay the total overtime accumulated on the first pay of December each year.

The City will pay an additional 5% of base pay for the period of worked time a Command Officer serves as Acting Chief in the event of the Police Chief's absence.

ARTICLE V LONGEVITY

The longevity feature of the pay plan of the Employer shall be as follows, and shall be paid on or before the first day of December each year:

5 - 9 years	\$ 300.00
10 - 14 years	\$ 600.00
15 - 19 years	\$ 800.00
20 - 25 years	\$1,100.00
Each year over 25	\$1,100.00 + \$50.00
EXAMPLE: 26 years: \$1,100 plus \$50 =\$1150	
30 years: \$1,100 plus \$250 =\$1350	

ARTICLE VI

SHIFT DIFFERENTIAL

Effective January 1, 2004 through December 31, 2006, the following Shift Differential Pay Policy is hereby established:

- A. 3:00 p.m. to 11:00 p.m. shift - 4% of Base Salary
- B. 8:00 p.m. to 4:00 a.m. shift - 5% of Base Salary
- C. 11:00 p.m. to 7:00 a.m. shift – 6% of Base Salary

The City and Command Officers agree to sunset this item. Re-opener only if there is a change to shift differential in the Police Officers contract.

ARTICLE VII

RETIREMENT PLAN

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 1 year Final Average Salary - Section 302-9(d) and currently employed there is a one year period in which to select the 20 year plan. City will provide 375-I Non-Contributory Plan for Retirement.

ARTICLE VIII

WORK DAY, WORK WEEK

1. The parties mutually agree to the procedures, rules and regulations presently in existence within the Police Department pertaining to the Work Day and Work Week for Sergeants only.

- A. If a Command Officer is assigned as Night Supervisor, he will work 7:00 p.m. to 3:00 a.m. or 8:00 p.m. to 4:00 a.m. Days off will be assigned by the Chief of Police or his/her designee.

2. In addition, the following pay allowances shall be made:

- A. Time and one half pay for off-duty officer called for court work. Minimum of three (3) hours will be paid.
- B. Time and one-half pay based on hourly rate will be paid for off-duty officer for time authorized when called before grand jury.
- C. Time and one-half pay when called in by superior officers for parades, demonstrations or emergencies with a minimum of four hours regular pay guaranteed.

D. Overtime shall be paid to each employee covered under this agreement at the rate of time and one-half the employee's regular hourly rate for all time worked over the regular eight-hour tour of duty for the purpose of completion of reports, investigations or parades, demonstrations or emergencies. Overtime does not apply in any circumstances for the officer serving in command of the Police Department as designated by the Chief of Police during the absence of the Chief of Police.

E. When a member of the Association reports to an emergency call without being called out or assists an officer on the street in an emergency situation while off duty shall be compensated at a rate of time and one-half for the period of time involved providing such claim of compensation is approved by the Chief of Police.

F. Work Day, Work Week. "The Police Chief may change the normal work week shift assignment with a seven (7) day notice or in case of emergency".

ARTICLE IX CLOTHING ALLOWANCE

A credit of \$750.00 will be given each year of the contract to each officer of the department to be used for purchase of clothing and related equipment authorized by the Chief of Police. \$350.00 will be set aside as a credit for purchase of clothing and related equipment; the remaining balance will be paid directly to the officer on the second pay period in January of each year or no later than January 31. In addition to this credit, the Employer will repair or replace, as required, clothing where damaged in the course of duty due to an incident involving unusual stress, which is not reimbursed by the person(s) responsible, or otherwise.

The employer shall provide life preserver/bulletproof vest. The timetable for replacement shall be determined by the Chief of Police.

ARTICLE X HOLIDAYS, VACATIONS AND SICK LEAVE

The parties mutually agree to the procedures, rules and regulations presently governing holidays and sick leave.

Holidays

The paid holidays will be 13 days per year. Holidays will be taken over a 50 week period excluding the last two weeks of December.

A maximum of thirteen (13) holidays to be credited by pay to an employee who has accrued such number. Any employee desiring such pay must submit a written notice no later than November 15 each contract year, indicating the number of holidays to be so credited. An employee shall not be permitted more than three (3) holidays off between November 15 and December 17 each contract year.

An employee who works on Thanksgiving Day and/or Christmas Day shall be paid at the rate of time and one-half his/her regular pay for all hours actually worked.

Pay for such accrued holidays will be received by the employee on or before December 1 of the current calendar year.

Both parties agree to review and discuss whether any new Federal or State declared holidays will be added to the existing list in this contract.

For Sergeants, providing sufficient manpower is available, and both Sergeants are working, one of the Sergeants shall have the opportunity to take a holiday for that day.

Vacation

Vacations will be allowed over 52 weeks as authorized by the Chief of Police. The vacation schedule will be as follows effective January 1, 2004 for the contract years 2004-2006.

<u>SERVICE</u>	<u>VACATION</u>
0 - 1 Year	1 Week
2 - 4 Years	2 Weeks
5 - 12 Years	3 Weeks
13 - 19 Years	4 Weeks
20 Years and Over	5 Weeks

A member of the Association will be able to use up to five (5) vacation days on an individual 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 recourse on the part of the individual or group to file a grievance, seek arbitration or seek any other remedy in this matter.

Vacation Conversion

Employees may elect in writing to the Police Chief and City Comptroller prior to December 1st of each year to convert up to ten (10) days of unused vacation to cash. Employees exercising this option shall be paid for this vacation conversion in a separate check to be issued with the last paycheck in December.

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 employee taking a personal day will notify the desk officer on duty at least 12 hours prior to such leave day.

Employees may elect in writing to the Police Chief and City Comptroller prior to December 1st of each year to convert up to four (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 the separate check issued for vacation conversion or with the last paycheck in December.

Sick Leave

Police Command Officers agree to drop the unlimited sick leave provision. For all new officers to the Association after January 1, 1987, sick leave accumulations will be carried forward from the previous service record. For command Officers under this Association prior to January 1, 1987 and beginning June 1, 1988, the bank of accumulated sick leave will equal the number of years of service times 12 sick leave days less the number of sick leave days actually taken, or 120 days, whichever is greater.

Sick Leave Incentive

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

0 Sick Days Used in Year	\$600
1 Sick Day Used in Year	\$350

The year referred to runs from January 1 to December 31. Each member covered under this contract will receive this incentive pay by the fifteenth (15th) day of the proceeding month of January.

EXAMPLE : On December 10 of a given year, C.O. Jones call in to request one day sick time off based on a prior work-related compensation injury. C.O. Jones returned from that injury less than 6 months prior to the time requested. For purposes of this section, there is no loss of benefit. No other sick days were taken by C.O. Jones this year, so C.O. Jones receives \$600 payment.

Sick Leave Upon Retirement (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 Officer has completed 20 years of service payable to his estate, shall receive payment as follows up to a maximum of 260 days:

1 – 100 days @ \$35.00 per day

101 - 200 days @ \$60.00 per day

201 - 260 days @ \$85.00 per day

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

Further, for members of this 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 Bank

A sick leave bank will be established subject to the following: Participating employees will 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 Association President within two (2) weeks of request.
- b. The committee will consist of the Police Chief (1); one (1) representative named by the Association; one (1) representative named by the City Manager; two (2) representatives mutually agreed to by the City Manager and the Association 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 vote will 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 reasonable 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 will be required to pay back time on a schedule established by the committee.
- h. All records will be kept by the Police Chief, with a semi-annual accounting made to the Association upon request of the Association 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

Health Insurance Addendum

All members of the Command Officer 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 switchover date shall be May 1, 1999 for employees.

A. Health Insurance for Employees – if hired from the outside of City employment

- a) This provision switches the base plan health insurance for all full time employees from blue Million (Million) to Blue Choice Extended (hereafter Choice).

New Employees hired after January 1, 2004:

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

- 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 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, 40% of the monthly health premium costs for the first 3 years, 30% for the 4th and 5th years, and 20% indefinitely thereafter.
 - Employees hired after January 1, 2004*, Employer shall pay 100% of the premium for single coverage under the Select plan. If employees hired after January 1, 2004 desire to purchase additional coverage for family members, they may do so at their own expense through payroll deduction.
- * This clause only affects individuals that transfer from another outside employer into this police command officers bargaining unit.
- 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 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 premiums 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 buyout 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. Employees hired after 1/1/04, switch to Blue Choice Senior.
- 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 plan 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 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 will 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 if 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. Note that the only exception to eligibility is where the 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 under the City medical health 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. 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 you have 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. For employees hired after January 1, 2004, the premium shall be associated with single coverage under Blue Choice Select.
- 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 pickup coverage from a City sponsored plan subject to the 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 months or less; or 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 open enrollment-January 1st of each year, even if he/she opted out of coverage for the previous twelve (12) months.
- h. This benefit is prorated based on start date and/or retirement/separation of employment with the City.

Flexible Spending Plan

The City of Geneva will establish a flexible spending plan for all interested City employees. The Flexible Spending Plan does not require additional City contributions. It allows employees to pay for certain expenses on a tax advantaged basis. It will allow the employee to pay his/her share of health insurance premiums, 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 Employer shall provide the following benefits for those members of the Department that have furthered their education by taking College Credit Courses on their own volition.

1. Certificate in Police Science - \$300 per year
2. Associate Degree in Police Science - \$600 per year
3. B.S. Degree in Police Science - \$1000 per year

In order to receive the full educational payment noted, a member of this bargaining unit must be reported on the first March payroll period in which this benefit is paid. The Employer will make payments for this on the first payroll in March for contract years 2004-2006.

ARTICLE XIII

SENIORITY

SECTION 1

Seniority shall be determined by the employee's length of service in rank in the Department. Time spent in the Armed Service on military leave of absence and other authorized duty connected disabilities shall be included.

SECTION 2

The choice of vacations and furloughs shall be by seniority consistent with the efficient operation of the department as determined by the Chief of Police.

ARTICLE XIV

DISPUTES

SECTION 1

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure.

SECTION 2

Such dispute by a police officer or police officers shall be presented to his/her or their COA representative, in writing, signed by complainant.

SECTION 3

In the event such dispute is not resolved within five (5) working days from such presentation, it shall then be presented by the COA to the immediate supervisor of said officer.

SECTION 4

In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure, then the COA shall present the same to the Department Head or his designee for settlement, who shall issue a written decision on the dispute within five (5) working days of presentation.

SECTION 5

In the event that such dispute is not then disposed of, it may be referred by either party within ten (10) working days of issuance of the decision in the preceding step to arbitration before an impartial arbitrator. The procedures of the New York State Public Employment Relations Board shall govern the processing of a dispute to arbitration. The costs of the

arbitrator shall be shared equally by the parties.

SECTION 6

Upon written agreement of the parties, a dispute shall be handled in accordance with the expedited arbitration procedure established by the New York State Public Employment Relations Board.

SECTION 7

The Union shall have the right to process class action disputes where employees are similarly affected, provided that each employee within the class signs the class dispute within a reasonable period of time.

ARTICLE XV

RIGHTS

The City agrees that any rights or privileges granted by the Employer to the employees not included in this Agreement that have been in effect will not be changed without the mutual agreement of the COA and the City.

ARTICLE XVI

GRIEVANCES

The parties mutually agree that any grievances will be settled according to the Municipal code Article 2. Provided further that if grievance is not satisfied, then the final step in the grievance procedure to be a hearing before the Director of Public Safety.

ARTICLE XVII

RECIPROCAL RIGHTS

SECTION 1

The City recognizes the right of police officers to designate representatives of COA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this 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

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

SECTION 3

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

SECTION 4

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.

ARTICLE XVIII

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 Chief of Police, Mayor or City Manager. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

SECTION 1

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

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

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 interrogation, are not challenged by such member. If the member of the force is being interrogated as a witness only, he should be informed at the initial contact.

SECTION 4

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

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

SECTION 6

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

SECTION 7

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 violations of departmental rules or any other non-criminal conduct, although such test may be given if requested by the employee.

SECTION 8

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

Members shall have the right to a COA representative present during an interrogation and when an employee is being informed of a complaint and, if applicable, proposed discipline.

SECTION 10

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

ARTICLE XIX

MISCELLANEOUS PROVISIONS

SECTION 1

Off Duty Police Action

Since all Police Officers are presumed to be subject to duty twenty-four hours per day, any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action and the

Comptroller's Office. Payment will be once a year in November of each calendar year.

SECTION 8

Supervisory Prep Time Bank

Certified Command Officer (noted above as Certified Police Instructors) shall receive a total of 40 hours (compensatory time) maximum per year. This time must be used within the year given and cannot be rolled over. Example: A Command Officer is certified by the Police Chief in November 2004, then the officer shall receive 40 hours to be used from December 1, 2004 to November 30, 2005, and dates will remain the same for all contract years. Use of this time is subject to the approval of the Chief of Police.

ARTICLE XX

WORKING CONDITIONS

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

The uniform Sergeants working may pick their own regular days off as part of their own rotation, on a given shift, separate from any other group. This change would be effective from ratification through December 31, 2003. The purpose of "sun-setting" this provision is to allow the Chief and Command Officers to determine the effectiveness, pros and cons, of this new provision. However, approval by the Chief will not be unreasonably withheld. Beginning October 1, 2003 this issue would be re-examined (re-opened) by the Command Officers and the City.

ARTICLE XXI

PERFORMANCE EVALUATIONS

Side letter of understanding signed January 30, 2003 (signed copy attached):

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 the date of signature for the work year 2002. Thereafter, the forms and procedures shall continue to be used unless the union notifies the City that it wants to negotiate modifications to the forms or procedures.

ARTICLE XXII

MANAGEMENT RIGHTS CLAUSE

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 City Police Department and direct the working force, including the right to decide on the number and location of operations, the operations to be conducted and rendered, and the methods to be utilized in operating the departments; the right to control all buildings, real estate and other materials relating to the operation of the departments; 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 them the same, provided such shall be consistent with the provisions of this Agreement and existing law.

ARTICLE XXIII

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:

2004 – 2 days	2007 – 1 day
2005 – no extra days	2008- 2 days
2006 – no extra days	

ARTICLE XXIV

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 day(s) of the employee.

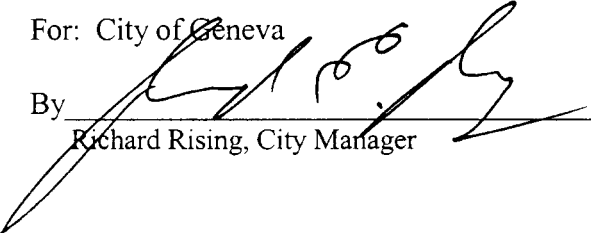
Employees on such leave will remit to the employer all remuneration received for jury duty service, with the exception of monies paid for reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty, as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from 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 for time served. All documentation must be submitted to his/her Department Head.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor 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 above written.

For: City of Geneva

By


Richard Rising, City Manager

Date

11/2/04

For: Command Officers Association


COA Officer

11/08/04


COA Officer