



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

Contract Database Metadata Elements

Title: **Geneva, City of and Geneva Municipal Employees Association, CSEA Local 1000, AFSCME, AFL-CIO, Ontario County Local 835 (2005)**

Employer Name: **Geneva, City of**

Union: **Geneva Municipal Employees Association, CSEA, AFSCME, AFL-CIO**

Local: **1000, Ontario County 835**

Effective Date: **01/01/05**

Expiration Date: **12/31/07**

PERB ID Number: **6791**

Unit Size:

Number of Pages: **18**

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/>

GEN/6791

AGREEMENT
BY AND BETWEEN THE
CITY OF GENEVA
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
CSEA
GENEVA MUNICIPAL EMPLOYEES UNIT
ONTARIO COUNTY LOCAL 835

1/1 *12/31*
2005-2007

RECEIVED

SEP 12 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE AND RECOGNITION	2
ARTICLE 2 – SALARY	2-5
ARTICLE 3 – LONGEVITY	5
ARTICLE IV – RETIREMENT	5
ARTICLE V – RETIRMENT SYSTEM MINIMUM DEATH BENEFITS	5
ARTICLE VI – HEALTH INSURANCE	5-8
ARTICLE VII – VACATION SCHEDULE	8-9
ARTICLE VIII – HOLIDAYS	9
ARTICLE IX – SICK LEAVE	9-10
ARTICLE X – DBL INSURANCE	10
ARTICLE XI – FUNERAL LEAVE	9
ARTICLE XII – GRIEVANCE PROCEDURES	11
ARTICLE XIII – CHANGE IN PROCEDURE	12
ARTICLE XIV – NO STRIKE	12-13
ARTICLE XV – CITY AFFAIRS	13
ARTICLE XVI – WORKING HOURS	13
ARTICLE XVII – JURY DUTY	13
ARTICLE XVIII – TUITION REIMBURSEMENT	13-14
ARTICLE XVII – TIME SCHEDULE FOR NEGOTIATIONS	14
ARTICLE XVIII – NEW POSITIONS	14
ARTICLE XIX – TRANSPORTATION REIMBURSEMENT	14

Agreement made this 13th day of May, 2005, by and between the City of Geneva hereinafter designated as the "Employer" and Civil Service Employees Association, Inc, Local 1000, AFSCME, AFL-CIO Ontario County Local 835, Geneva Municipal Employees Association, 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:

ARTICLE I Recognition

The Employer recognizes the Union as the sole bargaining agent for the representative of employees of City Hall 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, 2005 to December 31, 2007.

The Employer shall deduct bi-monthly 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 deduction(s) 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.

ARTICLE II Salary

The pay plan for the positions and employees represented by the Association for the following three (3) years starting January 1, 2005 shall be as follows:

Wage increases of 3.25% for 2005, 3.25% for 2006 and 3.25% for 2007. Step increase (top step only): \$400.00 for years 2005, 2006 and 2007. * 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 12/15/05, then you would be eligible for this benefit January 1, 2007.

S-9 Sample Example:

2005 \$32,214 + \$400= \$32,614 x 1.0325= \$33,674
 2006 \$33,674 + \$400= \$34,074 x 1.0325= \$35,181
 2007 \$35,181 + \$400= \$35,581 x 1.0325= \$36,738

a. Pay Plan

2005

						<u>After 1 year</u>
Clerk	S-5	24,218	25,011	26,009	26,885	28,393
Typist	S-6	25,011	26,009	26,885	28,301	29,807
Account Clerk	S-7	26,069	26,948	27,969	28,971	30,478
Dispatcher		26,806	27,612	28,441	29,295	30,802
Senior Typist	S-8	27,612	28,635	29,634	30,648	32,154
Administrative Aide	S-8	27,612	28,635	29,634	30,648	32,154
Computer Operator	S-9	28,635	29,634	30,648	32,167	33,674
Tax Clerk	S-9	28,635	29,634	30,648	32,167	33,674
Senior Account Clerk	S-9	28,635	29,634	30,648	32,167	33,674
Senior Clerk	S-9	28,635	29,634	30,648	32,167	33,674
E.D. Program Specialist	S-9	28,635	29,634	30,648	32,167	33,674
Deputy City Clerk	S-10	29,634	30,648	32,167	33,766	35,273
Building Inspector	S-10	29,634	30,648	32,167	33,766	35,273
Community Dev. Specialist	S-11	30,590	31,636	33,204	34,856	36,363
Engineering Technician	S-11	30,590	31,636	33,204	34,856	35,231
Code Enforcement Officer	S-13	34,319	36,601	36,942	38,254	39,761
Deputy City Comptroller	S-13	34,319	36,601	36,942	38,254	39,761

2006

						<u>After 1 year</u>
Clerk	S-5	25,005	25,824	26,854	27,759	29,728
Typist	S-6	25,824	26,854	27,759	29,221	31,189
Account Clerk	S-7	26,916	27,824	28,878	29,912	31,882
Dispatcher		27,677	28,510	29,366	30,247	32,216
Senior Typist	S-8	28,510	29,566	30,597	31,644	33,612
Administrative Aide	S-8	28,510	29,566	30,597	31,644	33,612
Computer Operator	S-9	29,566	30,597	31,644	33,212	35,181
Tax Clerk	S-9	29,566	30,597	31,644	33,212	35,181
Senior Account Clerk	S-9	29,566	30,597	31,644	33,212	35,181
Senior Clerk	S-9	29,566	30,597	31,644	33,212	35,181
E.D. Program Specialist	S-9	29,566	30,597	31,644	33,212	35,181
Deputy City Clerk	S-10	30,597	31,644	33,212	34,863	36,833
Building Inspector	S-10	30,597	31,644	33,212	34,863	36,833
Community Dev. Specialist	S-11	31,584	32,664	34,283	35,989	37,957
Engineering Technician	S-11	31,584	32,664	34,283	35,989	37,957
Code Enforcement Officer	S-13	35,435	37,791	38,142	39,497	41,466
Deputy City Comptroller	S-13	35,435	37,791	38,142	39,497	41,466

2007

						<u>After 1 year</u>
Clerk	S-5	25,818	26,663	27,727	28,661	31,108
Typist	S-6	26,663	27,727	28,661	30,170	32,616
Account Clerk	S-7	27,791	28,728	29,817	30,885	33,331
Dispatcher		28,576	29,436	30,320	31,230	33,676
Senior Typist	S-8	29,436	30,527	31,591	32,672	35,118
Administrative Aide	S-8	29,436	30,527	31,591	32,672	35,118
Computer Operator	S-9	30,527	31,591	32,672	34,291	36,738
Tax Clerk	S-9	30,527	31,591	32,672	34,291	36,738
Senior Account Clerk	S-9	30,527	31,591	32,672	34,291	36,738
Senior Clerk	S-9	30,527	31,591	32,672	34,291	36,738
E.D. Program Specialist	S-9	30,527	31,591	32,672	34,291	36,738
Deputy City Clerk	S-10	31,591	32,672	34,291	35,996	38,443
Building Inspector	S-10	31,591	32,672	34,291	35,996	38,443
Community Dev. Specialist	S-11	32,611	33,726	35,398	37,159	39,604
Engineering Technician	S-11	32,611	33,726	35,398	37,159	39,604
Code Enforcement Officer	S-13	36,586	39,019	39,382	40,781	43,226
Deputy City Comptroller	S-13	36,586	39,019	39,382	40,781	43,226

Dispatcher:

The work hours for the position of dispatcher will be 40 hours per week. Overtime will be paid for any hours worked in excess of 40 hours per week. All persons employed in this position who are regularly scheduled to work 32 or more hours per week will receive benefits in accordance with the current agreement for this association.

There will be part-time dispatchers employed under this agreement and their hourly rate of pay shall be:

2005 \$12.90/hr

2006 \$13.32/hr

2007 \$13.75/hr

Shift Differential for dispatchers shall be:

- a. 3:00 PM to 11:00 PM shift – 4%
- b. 11:00 PM to 7:00 AM – 6%

- New or promoted employees on the first step (only) in the salary schedule will receive a ½ step increase effective six (6) months from the effective date of employment/promotion. Thereafter, anniversary date(hire date) is when the employee goes to the next step.

Educational Benefits: The following educational benefits are available for employees:

Associates Degree in Related Field - \$500.00/year
 Bachelor Degree in Related Field - \$900.00/year

Masters Degree in Related Field- \$1200.00/year

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

*Effective January 1, 2005, all new hires degrees in related field must be approved by the City Manager.

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 year. The extra day(s) will be paid in the last payroll period of each calendar year as follows:

- 2005- no extra days
- 2006- no extra days
- 2007- 1 day

ARTICLE III Longevity

The longevity feature of the Pay Plan of the Employer for the years 2005, 2006 and 2007 shall be as follows:

5 to 9 years	\$300 per year
10 to 14 years	\$500.00 per year
15 to 19 years	\$750.00 per year
Over 20 years	\$1000 per year
.....Each year over 25	\$1000 + \$50.00

Example: 26 years: \$1000.00 plus \$50.00 = \$1050.00; 30 years: \$1000.00 plus \$250.00 = \$1250.00

ARTICLE IV Retirement

The Employer shall continue to contribute to the State Employees' Retirement System on the Non-contributory 25 Year Career Plan (Section 75-g) which was effective June 28, 1971.

The Employer shall provide eligible employees' coverage under Section 75-I of the State Retirement program, to begin July 1, 1989.

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

ARTICLE V Retirement System Minimum Death Benefits

The Employer shall continue to provide the New York State Employees Retirement System Non-Contributory Plan for guaranteed minimum death benefit of three times annual rate of pay, but limited to \$20,000 as provided in Section 60-b of the New York State Retirement Law, which became effective July 1, 1970.

ARTICLE VI Health Insurance

All members of the Municipal Employees Association 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.

- Blue Choice Extended
- Blue Choice Select
- Blue Cross/Blue Shield - Blue Million

- Blue Choice Value

The benchmark (base plan) shall be Blue Choice Extended for all employees hired on or after January 1, 1999. Base plan for employees shall be Blue Choice Value for all employees hired on or after January 1, 2005.

The Municipal Employees Association will allow the City of Geneva the option to pursue other programs equal to the Blue Cross/Blue Shield prescription plan now in effect. Any new prescription program must receive the approval of the Municipal Employees Association and the City of Geneva.

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). New employees hired on or after January 1, 2005, base plan for all full-time employees shall be Blue Choice Value Plan and once a retiree reaches age 65 Blue Choice Senior or an equivalent will cover a single plan.
- 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, benefits 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 on or 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 before January 1, 2005 may change their health insurance plan to Blue Choice Value with the co-pays noted in the contract and can revert back to Blue Choice Extended or Select during any open enrollment period with the same co-pays noted in the contract consistent with the employees hire date. Note: No change in health benefits for current employees hired prior to January 1, 2005.
 - Employees hired on or after January 1, 2005 shall be required to pay 45% of the monthly premiums for the first three (3) years, 35% for years four (4) and five (5) and 25% for years six (6) and indefinitely 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 the Choice family coverage.
- B. Additional Health Insurance Provision 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 Retiree’s 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 extended 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 on or after January 1, 2005, once the employee reaches age 65- Blue Choice Senior or an equivalent will cover them-single coverage.
 - 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.

Buy-out, Switching and Shared Savings Procedures

Employees who are currently enrolled in the City’s health plan may be eligible for payment if they choose to be covered under their spouse’s insurance plan. 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 and copy of alternative coverage must be made in writing to the City Personnel Office and will become effective when coverage under the spouse’s plan is in force.

Example: start date: August 5, 2005...vacation prorated as 2.5 days (17.5 hours), then January 1, 2006 to December 31, 2009.....2 weeks (70 hours) for the calendar year, January 1, 2010—3 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 rollover of unused vacation time must be in writing and submitted no later than December 1st of each contract year. If an employee is eligible for three (3) weeks vacation based on criteria stated in Section 7 – Vacation Schedule, then a maximum of ten (10) days of unused vacation days can be used as buyback or rollover.

If an employee is eligible for two (2) weeks vacation based on criteria stated in Section 7 – Vacation Schedule, then a maximum of five (5) days of unused vacation days can be used as a buyback or rollover. A maximum of five (5) unused vacation days may be used as a rollover to the following year, but must be used within that year.

ARTICLE VIII **Holidays**

The City will provide in addition to the present 12 day holiday schedule, ½ day holiday immediately prior to Christmas, ½ day holiday immediately prior to New Year’s Day and ½ day holiday on Good Friday. Under the present holiday schedule, the City agrees to grant the day after Thanksgiving as a holiday in lieu of Election Day.

In addition to holidays and vacation schedule, four (4) Personal days will be authorized for each year 2005, 2006 and 2007. Personal days(leave) is not accumulated and is a benefit termed “use it or lose it”. It is not paid out at retirement, resignation or termination. (This is the current practice, but clarifies this benefit upon leaving employment with the City for any reason). Prorate personal days for new hire—one (1) day per quarter if hired before the 15th of the last month in the quarter. The current Holidays recognized by the City shall be:

- | | |
|---------------------------------|--------------------------|
| ½ day before New Years | Labor Day |
| New Years Day | Columbus Day |
| Martin Luther King’s Day | Thanksgiving Day |
| President’s Day | Day after Thanksgiving |
| ½ day Good Friday | Veteran’s Day |
| Memorial Day | 1/2 day before Christmas |
| Independence Day/Fourth of July | Christmas Day |
| | Day after Christmas |

ARTICLE IX **Sick Leave**

All 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 from their date of hire, and they shall accumulate 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 work day.

Serious illness of a husband, wife, child or other dependent, may warrant use of sick leave by an employee, with the approval of the immediate supervisor or his/her designee. An employee may use up to three (3) days of Sick Leave accruals for family illness. Sick leave under this provision will not be unreasonably denied.

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. Effective January 1, 2005-new hires must have twenty (20) years of service to qualify for this benefit. The employee shall receive payment as follows up to a maximum 285 days.

1- 125 days @ \$30/day
126-150 days @ \$50/day
151- 285 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 Employer for cause, or upon death of said employee, in which case the benefit will be paid to the employee's estate.

Sick Leave Incentive: The sick leave incentive shall be as follows:

0 Sick days used per year - \$500.00
1 Sick day used per year - \$250.00
2 Sick days used per year - \$100.00

Members of this bargaining unit who have at least 150 sick days accumulated, the use of one (1) sick day per year would be "excused" given the provisions of the sick leave incentive payment schedule.

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

Union Leave– The Union President or his/her designee and one (1) other delegate shall be allowed five (5) days per year with pay to attend union events; regional meetings, conventions, training sessions, etc. The President of the Association shall file written notice in the Office of the City Manager fifteen (15) days prior to the day upon which such leave is to be used and shall specify the name(s) of the members designated, date(s) requested and location of the function attended. No more than two individuals (who may not be from the same department) may be at any event or activity. This time shall also be applied to union negotiations, except that the two-person limit shall not apply.

ARTICLE X DBL Insurance

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

ARTICLE XI Funeral Leave

In the event of a death in the immediate family of the employee, he/she shall be entitled, when so required, 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, 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. Due to extenuating circumstances, one additional day may be granted at the sole discretion of the Department Head. His/her decision is not grievable or arbitrable.

Employees shall be granted half-day (1/2) with pay when so requested, to act as a pallbearer or honorary pallbearer, or to attend the funeral of a friend or neighbor. A maximum of two (2) half days (1/2) per year (seven- 7 hours total) will be granted, but any additional requests may be granted and approved at the discretion of the employee's department head.

ARTICLE XII

Grievance Procedures

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 responsibilities 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 12 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) regularly scheduled 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 Employer's 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.

Grievance Procedures

An employee with grievance in connection with his/her employment or the Union President with an alleged violation of this agreement, shall present it to the Employer as follows:

Step 1: The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Department Head of the department to which the employee is associated within seven (7) work days after the supervisor's response is due. The department head shall respond to the Union Steward in writing within five (5) working days after receipt of the grievance.

Step 3: 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 Division Superintendent 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 representative, shall be allowed time off for his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. Time for investigation is the afternoon of the last working day of the week.

Step 4: 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 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 the 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.

ARTICLE XIII

Change in Procedure

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

ARTICLE XIV

No Strike

The Association affirms that it does not assert the right to 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.

ARTICLE XV City Affairs

The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment of Association 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.

ARTICLE XVI Working Hours

The minimum working hours of salaried employees, other than Department Heads, is 35 hours per week for the following offices: Police Clerks, City Clerk's Office, Department of Finance, Code Enforcement, and office Employees of the Department of Public Works. All other employees, Police Officers, Fire Drivers and Department of Public Works employees covered by respective contracts will work hours specified by these departments or their contracts. The working hours to meet the departmental requirements are set by the Department Heads subject to approval of the City Manager.

The City will have the option to implement a 37.5 hour work week for all bargaining unit employees upon 30 days written notice to the Association and all affected employees.

Upon implementation of this option, an immediate 7.5% increase in current base salaries for each bargaining unit employee will occur.

Upon 30 days written notice to the Association, the City may revert back to a 35 hour work week with a corresponding 7.5% decrease in salary of all employees in the bargaining unit.

ARTICLE XVII 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 a 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 the 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 of time served. All documentation must be submitted to his/her Department Head.

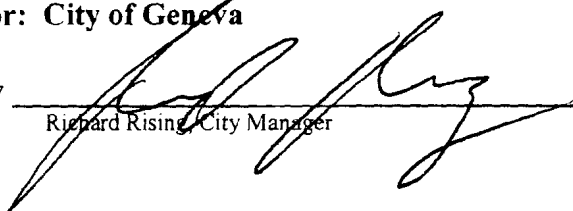
ARTICLE XVIII Tuition Reimbursement

Employees covered by this agreement shall be reimbursed up to five hundred dollars (\$500.00) per year for courses taken and successfully completed at an accredited institution of higher learning. Employees will present the Office of the Comptroller and Personnel Office with a cash receipt and documentation of successful course completion (passing grade). The employee will receive reimbursement no later than thirty (30) days after the required documentation is submitted.

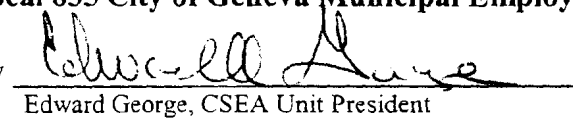
It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

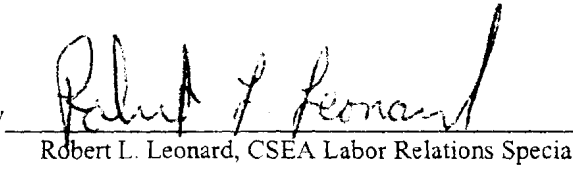
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers the day and year first written above.

For: City of Geneva

By  9/9/06
Richard Rising, City Manager Date

**For: The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Ontario County
Local 835 City of Geneva Municipal Employees Association**

By  9/9/05
Edward George, CSEA Unit President Date

By  9/9/05
Robert L. Leonard, CSEA Labor Relations Specialist Date

Holidays Observed by the City of Geneva for 2006

December 30, 2005(1/2 day) and January 2, 2006- New Year's Eve & Day

January 16 - Martin Luther King Jr. Day

February 13 -Lincoln's Birthday- **DPW Laborers Union ONLY

February 20 - Presidents Day

April 14 - Good Friday (1/2 day)

May 29 - Memorial Day

July 4 - Independence Day

September 4 - Labor Day

October 9 - Columbus Day

November 10 - Veteran's Day

November 23 - Thanksgiving

November 24 - Day after Thanksgiving

December 22 - Christmas Eve (1/2 day)

December 25 - Christmas Day

*December 26 - Day after Christmas (**Excludes DPW Laborers**)

December 29 - New Year's Eve (1/2 day)

January 1, 2007 -New Year's Day

DPW Foreman: Members of this bargaining unit are allowed a choice between Lincoln's b-day(February) or day after Christmas(December 26) and this must be done in writing no later than January 30th of each year.

Revised: July 19, 2005

Note: If a City Holiday falls on a Saturday, then the holiday is recognized on Friday. If the holiday falls on a Sunday, then the holiday is recognized on Monday.

**If Christmas falls on the following:

Monday: ½ day Friday, off Saturday, Sunday, Monday and Tuesday.

Tuesday: ½ day Monday, off, Tuesday and Wednesday.

Wednesday: ½ day Tuesday, off Wednesday, and Thursday.

Thursday: ½ day Wednesday, off Thursday, Friday, Saturday and Sunday.

Friday: ½ day Thursday, off Friday, Saturday, Sunday and Monday.

Saturday: ½ day Thursday, off Friday, Saturday, Sunday and Monday

Sunday: ½ day Friday, off Saturday, Sunday, Monday and Tuesday.