

AGREEMENT BETWEEN

CITY OF GENEVA AND GENEVA FIREFIGHTERS

FOR THE YEARS 2006-2009

AGREEMENT approved by and made this 16th day of December, 2005, by and between the CITY OF GENEVA, hereinafter designated as the "Employer" and the GENEVA FIREFIGHTERS, hereinafter designated as the "Union". The Award and Agreement shall be in effect from January 1, 2006 to December 31, 2009.

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 promises, it is hereby mutually agreed between the parties hereto as follows:

SECTION 1 – RECOGNITION

The City (Employer) recognizes the Geneva Firefighters Local 2859, affiliated with the International Association of Firefighters, AFL-CIO, as the Union representing all full and part-time civil service Firefighters excluding the Fire Chief.

SECTION 2 – PAYROLL DEDUCTION

- a. All employees covered by this Agreement, as outlined in Section 1, upon tendering their properly executed Authorization for Check-off of Dues Forms will have dues deducted. All other employees covered by the Agreement will have agency shop fees deducted.
- b. The Employer agrees to deduct the Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deducted in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such Authorization for payroll deduction of Union Dues. The Employer likewise agrees to deduct agency shop fees.
- c. Payroll deduction of Union Dues under the properly executed Authorization for Payroll Deduction of Union Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and such pay period thereafter from the pay of the employee. Payroll deduction of agency shop fees shall become effective as of the effective date of this Agreement and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employees.
- d. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues and agency shop fees have been deducted on or before the tenth (10th) of every such month.

- e. Revocation of authorization cards shall be subject to conditions contained thereon.
- f. Any changes in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

SECTION 3 – SALARY

- a. The pay for the full-time Firefighters for the following four (4) years, starting January 1, 2006 shall be as follows: increases of 3.5% for 2006, 3.5% for 2007, and 3.25% for 2008, and 3.25% for 2009. Step increase (top step only): \$500 for 2006, 2007, 2008, and 2009.

27 vs. 26 Payroll Issue: All City of Geneva employees will be paid for all days worked in the year. Salaried employees payroll reflects work for 260 days per year, but each salaried employee will be compensated for any extra days worked in that year at the same rate. The extra days will be paid in the last payroll period at the end of the year as follows:

- 2006 - no extra days
- 2007 - 1 day
- 2008 - 2 days
- 2009 - 1 day
- ** 1 day = 8 hours pay

		<u>2006</u>		
Firefighters F-15	\$38,770	\$41,624	\$43,108	\$48,544
		<u>2007</u>		
Firefighters F-15	\$40,127	\$43,080	\$44,617	\$50,760
		<u>2008</u>		
Firefighters F-15	\$41,431	\$44,480	\$46,067	\$52,926
		<u>2009</u>		
Firefighters F-15	\$42,778	\$45,926	\$47,564	\$55,162

- b. The pay for part-time Firefighters shall be \$12.50 per hour. The maximum number of part-time Firefighters employed by the City shall at all times be twelve. Each part-time Firefighter may work up to, but not more than, 600 hours per year.
- c. At the Fire Chief's sole discretion, he may appoint a Municipal Training Officer (MTO) or three Municipal Fire Instructors (MFI), and at a rate of \$6,600 for MTO, or \$2,450 for an MFI. The MTO and MFI's will be reimbursed for registration, meals, and travel expenses incurred while attending mandatory training. Each day spent attending mandatory training that an MTO or MFI would have been on duty will be credited as a day worked. MFI's will not be required to rotate shifts at random, but may be temporarily reassigned to cover the illness of another MFI or they may be reassigned to teach a specialized skill. The maximum assignment to another shift, to teach a specialized skill, shall not exceed six (6) work days per MFI per year. Any time that an MTO or MFI is ordered to instruct while off duty, he will be paid his regular hourly rate for that time.

An appointee to the position of MFI or MTO will serve at the discretion of the Fire Chief. He will be expected to promote and instruct along the guideline as set forth in the rules, regulations and policies of the Department. He will be expected to conduct himself as a true professional, whenever his actions could be construed as representative of this Department or the City of Geneva. Failure to do so may result in removal from office.

- d. CALL BACK PAY – For parades, demonstrations, practices, or emergencies – with a minimum of three hours at straight time. The Firefighter is to be released upon completion of the required task. Effective January 1, 1998, full time Firefighters shall be paid at a rate of time and one half for hours worked over three while on call back.
- e. SCBA Technicians– To receive \$450 per year extra above their yearly salary.
- f. FIREFIGHTER TRAINEE – New full-time Firefighters will start at \$1500.00 less that starting pay until they complete the State mandated training or for a period of no longer than twelve (12) months, whichever comes first. New full-time Firefighters hired that are not required to attend the entire Firefighter Basic Training Class for State mandated training shall start at \$500 less than starting pay until the remainder of the training is complete or for a period of six months, whichever comes first. After completing the training the Firefighter will go to the regular starting pay as per the contract. After the twelve (12) month period the Firefighter will go to Step Two in the salary section as per the contract even if mandated training in not completed through no fault of the trainee. Failure to successfully complete the State mandated training will be grounds for dismissal.

A probationary firefighter hired by the City, and for the valuable training received from the City Fire Department, the probationary firefighter hereby agrees to attend a Certified Academy to be determined by the City Fire Department. The probationary firefighter shall successfully complete the Candidate Physical Ability Test (CPAT) as administered during the Academy class (one time). Failure to do so shall result in the candidate's termination with the City of Geneva Fire Department. Firefighter Trainee will have more than one chance to pass the CPAT test if special circumstances arise as determined by the Fire Chief.

- g. SICK LEAVE INCENTIVE (Attendance Bonus) – Each full time Firefighter that qualifies will receive an attendance bonus according to the table below payable within 30 days after the end of the calendar year. This reflects a 24 hour day rather than an 8 hour day noted in other City contracts. Job related illnesses as qualified under 207a or job related injuries shall not reduce the sick leave incentive.

0 Sick Days	-	\$1000
1 Sick Day		\$500
2 Sick Days		\$250
3 or more Sick Days		\$ 0

This "attendance bonus" shall be prorated for that portion of the year the Firefighter was on duty.

SECTION 4 – LONGEVITY

The longevity feature of the pay plan of the Employer for full time Firefighters shall be as follows:

5 – 9 years	\$300 per year
10-14 years	\$600 per year
15-19 years	\$800 per year
20 years and over	\$1100 per year

Each year over 25: \$1100 plus \$50. Example: 26 years: \$1100 plus \$50= \$1150, 30 years: \$1100 plus \$250= \$1350. Longevity payments shall be made on Anniversary Date. Example: FF anniversary date is March 5. The FF completes 20 years of service. FF receives \$1100 on anniversary date. FF decides to retire a month later. He receives the full longevity payment with no pro-ration.

SECTION 5 – RETIREMENT

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

Effective April 1, 1990, the City will offer, at the option of the employee, the 20-Year Police and Fire Retirement Program. The 20 Year Plan is Section 384(d) Non-Contributory. The City will continue to provide a one year Final Average Salary – Section 302-9(d) and Guaranteed Death Benefit Section 360(b). In addition the City will offer Section 375-I Non-Contributory Plan at no cost to the employee.

In lieu of Sick Leave – Since Firefighters are not considered to accrue sick leave in a manner that is consistent with other employees, this benefit is in lieu of accrued sick time payments that are made at the time of retirement. When Firefighters retire with at least twenty (20) years of full time paid service in the City of Geneva Fire Department and receive benefits under the NYS Retirement System for normal or disability retirement, or upon death, which is payable to his/her estate, they shall receive \$500/year for 2006, \$600/year for 2007, \$650/year for 2008, and \$700/year for 2009. With a maximum of 25 years payout. Examples: 1. retire with 20 years of service in 2006, Firefighter would receive \$10,000; 2. retire with 25 years of service in 2006, Firefighter receives \$12,500. Any and all off duty employment or volunteering shall stop when on sick leave. Misuse of sick leave shall be grounds for not paying sick leave time and may result in departmental discipline.

Requirement for Doctor's Certificate: An employee is required to produce a doctor's certificate upon returning to work after using two (2) or more consecutive scheduled shifts of sickness or injury leave. The City shall have the right to substantiate the validity of an employee's claim for sickness or injury. The employee has ten (10) work days after returning to work to produce the doctor's certificate to the Personnel Office for verification of sickness or injury.

SECTION 6 – HEALTH PLAN

The City shall provide full time Firefighters with coverage under the Blue Choice Extended health insurance program, pursuant to and consistent with the November 17, 1998, December 15, 1998, and February 3, 1999 City Council Resolution and the Health

Addendum as attached to those resolutions. If the City decides to change health plans, it must notify and meet with the Union, but the consent of the Union shall not be unreasonably withheld.

Health Insurance Addendum

A. Health Insurance for Employees (Resolutions Referenced Attached)

- a. This provision switches the base plan health insurance for all full-time Firefighters from Blue Million (Million) to Blue Choice Extended (hereafter Choice). New Employees hired after January 1, 2003:
 - Once a retiree reaches age 65 they will be covered by Blue Choice Senior or equivalent.
 - Base plan offered by the City to these full-time employees shall be Blue Choice Select.

New employees hired after January 1, 2006:

- Base plan offered by the City to these full-time employees shall be Blue Choice Value Plan.
 - Once retiree reaches age 65 they will be covered by Blue Choice Senior – single coverage only or an equivalent.
 - New hires (1/1/06) retirees – Blue Choice Senior or equivalent. We understand that this product may not be available at the time these individuals retire, but there will be an equivalent product with a different name.
- 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 as 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 monthly health premium costs for the first year, 25% for the second year and 20% for the third year and thereafter.
 - Employees hired after January 1, 2003 shall be required to pay, through payroll deduction, 40% of the monthly health premium costs for the years 1-3, 30% for the years 4-5, and 25% for the years 6 and thereafter.
 - Employees hired after January 1, 2006, shall be required to pay 45% of the monthly premiums for the first three(3) years, 30% for years four(4) and five(5) and 25% for years six(6) & indefinitely thereafter.

- Employees hired before January 1, 2006 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 Blue Choice 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, 2006.

- 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 employees' 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 on or after January 1, 2003, once the employee reaches age 65 –Blue Choice Senior or equivalent will cover them. Employees hired on or after January 1, 2006— Blue Choice Senior Single coverage or an equivalent. Plan names may change over the years or may no longer be available at the time a retiree reaches 65, but an equivalent plan will be provided.
- 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 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 Firefighters, this shall be considered a re-opener, but only for this issue.
- D. Survivor Benefits
- a. In the event a Firefighter is killed in the line of duty, the Firefighter's spouse will be covered by all medical insurance until age 65 or remarries, whichever occurs first, and/or death. Full payment will be made by the City.
 - b. If a Firefighter is killed in a non-work related accident, the spouse has the option to remain on the City health insurance plan. The spouse is responsible for 100% of the premium.

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 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 months to receive the lump sum payment. This payment will be made on the last pay period following the six month requirement has been met and will be subject to applicable withholdings. The City pays this benefit twice a year as follows: January 1 to June 30 and July 1 to December 31. Contact the Personnel Office if there are any questions regarding this benefit
- d. The amount of the payment will be equal to 50% of the premium savings realized by the City. As of January 1, 1999 the premium shall be defined as the lowest cost 2-person plan offered by the City (the amount of the premium shall be adjusted annually). Employees hired after January 1, 2006, the premium shall be that associated with coverage under Blue Choice Value. No

buy-out option unless the employee does not accept our health insurance plan. All employees hired before January 1, 2006, the premium shall be defined as the lowest cost two (2)-person plan offered by the City, which is Blue Choice Value.

- e. If the employee, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g. spouse loses job and consequently, health care coverage) the employee may pick up coverage from a City-sponsored plan subject to 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 any anniversary date, even if he/she opted out of coverage for the previous twelve months. This provision shall not be construed to cause any employee to forfeit any benefit they enjoy based on their current status with the City of Geneva. An employee has the right to renew health care coverage at open enrollment – January 1 of each year, even if he/she opted out of coverage for more than twelve (12) months. A qualifying event would allow an employee to change benefits.
- h. This benefit is prorated based on start date and/or retirement/separation of employment with the City.

SECTION 7 – GUARANTEED MINIMUM DEATH BENEFITS

The Employer shall provide full time Firefighters through the New York State Employees Retirement System the guaranteed minimum death benefits of three times annual rate of pay but limited to \$20,000 – Section 360B. Anyone who becomes a member after July 1, 1973, Minimum Death Benefits will be provided as in New York State Retirement & Social Security Law, Article II, Section 448.

SECTION 8 – VACATION SCHEDULE

Effective January 1, 2006 for the years 2006-2009, the following vacation schedule will govern for full time Firefighters. Vacations earned shall be calculated as of the anniversary date of employment as follows:

Start up to July 1 st year hired	1 week vacation
January 1 st following date of hire through 4 years	2 weeks vacation
5 to 12 years of service	3 weeks vacation
13 to 19 years of service	4 weeks vacation
20 – 27 years of service	5 weeks vacation
28 years and over	6 weeks vacation

All employees who are retiring shall have the option of taking his entire vacation at one time during the year of retirement if his shift agrees.

The following regulations shall govern the selection of vacation periods:

1. Vacation periods will be chosen by seniority on each shift.

2. No more than one man per shift will be allowed vacation time during the same period of time.
3. Chief shall have the vacation schedule issued on or before January 15 of each year. A maximum of three weeks may be picked, then the schedule will be passed on to the next man in line within 3 days. After the schedule has been to each person on the shift, it will be returned to the first person, who can then pick any remaining weeks vacation they have coming. The exception still remains that a person in their retirement year can pick all their vacation at one time with the approval of the shift.
4. Firefighters with three or more weeks of vacation shall be allowed to sell back one week of vacation back to the City in exchange for one week's salary. The Firefighter shall pick vacation as before, but if a week is to be sold, it will not be picked off the schedule. Instead, the intention to sell one week will be noted on the vacation schedule. In order to balance the yearly working schedule, the Firefighter selling the vacation will be considered to have one week less vacation that was actually earned. This will be paid the second (2nd) Payroll in December. The Firefighter will be able to sell back more than (2) weeks vacation after 28 years to a maximum of those additional days.
5. Vacation time will not be allowed during the month of December. Imbalance in yearly working schedule will be corrected at this time.
6. Vacation time must be taken in units of one week.
7. December Vacation Restriction – This restriction will remain in place for 1999. The issue may be re-opened at the request of the Firefighters Union after January 1, 2000.
8. Vacation Pay upon retirement: Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, prior to taking his/her vacation shall be compensated for the unused vacation he/she has accumulated at the time of separation.
9. This benefit will be paid in full to an employee upon retirement, leaving employment, with the City of Geneva for any reason except for termination by the employer for just cause, or upon death of said employee, in which case such payment shall be made to the employee's estate.
10. A Firefighter shall upon return to full duty from sick leave will not lose his/her vacation time and be allowed to take his/her time over the remainder of the year (pick from remaining weeks still available) and/or be compensated for unused time.

SECTION 9 – NO STRIKE

The Union 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 on any of its members or others an obligation to conduct, assist, or participate in such a strike.

SECTION 10 – CITY AFFAIRS

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

SECTION 11 – RIGHTS

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

SECTION 12 – WORKING SCHEDULE & HOURS

The fulltime work force shall be reduced to 17 by attrition. The working schedule for the Union shall consist of three shifts of four, four, and three Firefighters with the three person shift to be rotated. Each shift shall work twenty four consecutive hours on duty and have forty eight consecutive hours off duty. All hours actually worked in excess of 212 hours in a 28-day period beginning January 1, 1993 will be paid at time and one-half the Firefighter's regular rate. The regular rate will be calculated on the basis of 2,145 hours per year. The present sick leave and work schedule policy will be continued which shall include coverage for Firefighters on General Municipal Law Section 207-a disability.

The Work Schedule will be completed for a two-month period with the understanding that it is subject to change due to illness or training.

Firefighters shall have the option of switching days with the approval of the Fire Chief.

Probationary period for a new Firefighter with the Geneva Fire Department shall be eighteen (18) months.

The City agrees that in 2006 through 2009 full-time Firefighters are entitled to 13 paid holidays based on a 12-hour day. The holidays will be paid at regular pay and from a separate account established for holiday pay, and paid on or before the third Friday of November.

When Firefighters are covering for another Firefighter who is eligible for Workers' Compensation benefits, and such Workers' Compensation benefits are paid to the City, the City shall divide the entire payment received from Workers' Compensation among the several Firefighters who have provided such coverage.

The City will make reasonable efforts to expedite receipt of reimbursement from the Worker's Compensation insurance pool. If the City receives such expedited payment, it will promptly reimburse the Firefighter(s) who has (have) provided coverage. In the event a Firefighter is retiring, the City will hold that individual harmless and provide full reimbursement upon retirement. Any claims after January 1, 2003: At the end of each contract year, the City will reimburse Firefighters who have provided coverage. The reimbursement rate will be the maximum workers' compensation rate without reduction and will be paid by the last payroll in December.

Odd days at the end of the year will be assigned by the Chief and paid at straight pay with a financial cap of 12 days for years 2006, 2007, 2008, and 2009, and will be set up as a pool. Example: If there are 4 days left over, then it will be paid at straight pay to the Firefighters that worked. The left over monies will go to the general fund account. If there are 10 days left over, then the money will be split equally among the Firefighters that worked.

Maternity Leave: According to NYS Disability – six (6) weeks for natural child birth and eight (8) weeks for C-Section. Firefighters are eligible for NYS Disability-short term.

Light Duty Procedure- The Union and the City will work together to incorporate the

“Light Duty Statement” into a procedure for the administration of section 207-a law. The City will respond to the Firefighters proposal by July 1, 2003

Add new Firefighter employment contract—copy attached.

SECTION 13 – UNIFORM ALLOWANCE

The following uniform allowance will be provided (2006- 2009):

Effective January 1, 2003 the uniform allowance shall be \$600 per full-time Firefighter. This benefit will be paid the 1st payroll in January of each contract year.

In addition to the foregoing clothing allowance, the City will repair or replace as required, clothing damaged in the course of duty due to an accident not involving the Firefighter’s negligence. This section is to include off duty clothing.

When a new Firefighter is employed by the City, he will be given a complete uniform to start, which includes a nomex hood and a pocket mask.

SECTION 14 – TRAINING

When Firefighter training schools within the area are established, the City will permit members of the Geneva Firefighters Union who are full-time Firefighters to attend the schooling subject to the following conditions: Not just NYS sponsored training.

1. Firefighters may attend the training school with approval of the Fire Chief. Schooling and training pay will be agreed upon by both parties.
2. The Fire Chief and Fire Commissioners, together with the Firefighters, will pick Firefighters to attend the training school.
3. The City will pay expenses of authorized Firefighters attendance at training school.
4. Non-mandatory schooling with Firefighters off duty, the City will pay for books, tuition, lodging and mileage.

SECTION 15 – MILEAGE

All employees who utilize their own vehicles for City operations will be compensated at the Federal IRS rate. Unless a vehicle is specifically provided by the City, the employee is required to use their own vehicle when this is required by their job functions.

SECTION 16 – GRIEVANCES

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

- Step 1 All grievances by Firefighters (Employees) and/or the Union and response to same by the City shall be in writing. The Union shall appoint a grievance committee, hereinafter referred to as the Committee, and the Committee shall receive, screen, and process all grievances within 7 days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.

- Step 2 The Committee shall within 15 days after receipt of written grievance, screen the complaint and if determined violating contract, shall submit same to Fire Chief. The Fire Chief shall attempt to adjust the matter and shall respond to the Union President within 7 working days.
- Step 3 If the grievance remains unadjusted, it shall be presented by the Union President, Union Representative, or Union Grievance Chairman to the City Manager in writing within 7 workdays after the response of the Fire Chief. A meeting between at least two representatives of the Union and the City Manager will be arranged to discuss the grievance within 5 working days from the date the grievance is received by the City Manager.
- a. The Union Representative may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representatives of the employee.
 - b. The local President, or his representative, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer.
- Step 4 If the Grievance is still unsettled and the Union feels that the matter should be carried further, following the City's answer.
- a. 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 determined the dispute.
 - b. 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 days after the conclusion of testimony.
 - c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.
 - d. 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.
 - e. Any arbitration award will be implemented within 30 days of the award.

SECTION 17 – DESCRIPTION

A full job description will be filed with the Union within thirty days of the signing of this Agreement. Firefighters shall be available for firefighting related duties only.

Dispatching is to become a civilian function outside the unit. Civilian dispatchers will be added as practicable when attrition occurs.

SECTION 18 – ORDERS

All general orders will be in writing and filed with this Union. They will also be posted in each Fire Station at the Fire Chief's discretion.

SECTION 19 – TIME SCHEDULE FOR NEGOTIATIONS

There is mutually agreed by the Employer and the Union that the following time schedule be established for 2009 negotiations.

By May 18, 2009	Geneva Firefighters Local 2859 present their requests in writing and the City of Geneva presents its written offer.
By June 1, 2009	First face to face negotiating session. Both parties to avoid delay or postponement.

SECTION 20 – MANDATORY TRAINING AND EDUCATION INCENTIVE

Any training of full-time Firefighters which is mandatory by the State of New York or the City of Geneva will be separate from any of the preceding sections of this contract. The time which is required for this training will be compensated to the other Firefighters in time off or additional pay based on their hourly rate. Time of training credits to be limited to 40 hours per week straight time.

Training and Education Incentive- This incentive package, as shown in the table below, will serve to encourage higher education and specialized skills that will benefit the City of Geneva. Payment shall occur in the month of November-second (2nd) payroll for Firefighters that have these certifications and/or degrees:

Degree

Associates Degree	\$200
Bachelor Degree	\$400
Associates Degree (related field)	\$500
Bachelor Degree (related field)	\$900

Certification

Certified First Responder	\$200
Emergency Medical Technician	\$300
Paramedic	\$400

Note: Copies of all certificates and degrees must be filed in the employee's personnel file in the Personnel Office for documentation purposes.

Examples: If you have the following Certification and/or Degree, you will be paid the following:

Degree not in related field:

Paramedic	\$400
Associates Degree	\$200
Total Paid	\$600

Certified First Responder	\$200.....	Emergency Medical Tech.	\$300
Emergency Medical Tech.	\$300.....	Bachelor Degree	\$400
Associates Degree	\$200		
Total paid	\$500.....	Total paid	\$700

Effective January 1, 2006, all new hired degrees in related field must be approved by the City Manager.

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

** You will always be paid for the higher certification and /or degree regardless if you have all three certifications and/or degrees.

EMS Providers-Should the Fire Department begin providing EMS, the specialized medical skills portion of the Training and Education Incentive would be re-opened at the request of the Union.

SECTION 21 – RIGHTS OF FIREFIGHTERS

All Firefighters shall have the right to inspect their personnel file during business hours. Any incriminating material must be removed from the file after eighteen months. Material removed shall not be referred to in future actions. There shall only be one (1) official Personnel File in the Personnel Office.

The City shall furnish every member of Local 2859 a copy of the contract at no cost to the member.

SECTION 22 – BEREAVEMENT LEAVE

In the event of a death in the immediate family or spouse's immediate family of a member of the Local who is a full-time Firefighter, the member shall be entitled, when so required, to the next 2 shifts off duty to provide for or attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandparents, grandchild, fiancé, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other. Members shall be entitled to one day when so required in the event of the death of an aunt, uncle, niece, nephew, cousin, son-in-law, or daughter-in-law. In addition, the foregoing time shall not be deducted from vacation time, holiday time, or personal leave time.

Following a Firefighter's request, the Chief or City Manager may grant time off for bereavement under special circumstances not covered above or envisioned herein. If additional days off are required by the employee, they may be granted by the Fire Chief or the City Manager with no loss of pay to the Firefighter.

SECTION 23 – STATUS QUO

This Agreement shall remain in force and effect and be binding on the parties at all times pending the enactment of a new agreement, and that any and all increases shall be retroactive to the time the old agreement expired. It is the intention of the parties to maintain the status quo between the period of our agreement and the next.

SECTION 24 – DISCIPLINE

If Firefighters is called in for disciplinary review, the Firefighter is entitled to:

- a. The presence of a Union Representative
- b. Specific notice of the alleged improper conduct or performance.
- c. Before any Firefighter is to be interviewed in regard to possible department charges, the President of the Union and Union representatives shall be advised. The Union will notify and provide the Fire Chief with a list of Union officers and representatives upon any charge.

SECTION 25 – DRUGS AND ALCOHOL

The City and Local 2859 will jointly develop provisions for actions in the event of use of illegal drugs and/or alcoholic beverages while on duty or off duty while driving.

SECTION 26 – SAVING CLAUSES

- a. If any of the provisions of this Agreement shall be found to be invalid by a court of competent jurisdiction all other provisions shall remain in full force, other than provision to be found invalid, and it is agreed that the provision or provisions shall immediately be negotiated.

b. LEGISLATIVE ACTION

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 therefore, shall not become effective until the appropriate legislative body has given approval.

SECTION 27- HEALTH & SAFETY COMMITTEE

One position on the Health and Safety Committee shall be filled by a Firefighter.

SECTION 28- 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.

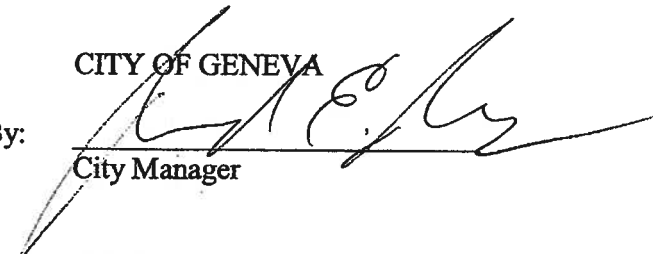
Employees on such leave will remit to the employer all remuneration received for jury duty service, with the exception of monies paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty, 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

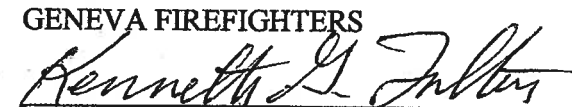
is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal working hours. The employee must return to work upon release from jury duty and must provide documentation of time served. All documentation must be submitted to his/her Department Head.

Develop a General Municipal Law 207a Policy/Procedure. This item has been mutually agreed upon to be resolved by December 31, 2006.

Performance Evaluations: Add wording to the contract to review forms currently used for all City bargaining units. Conduct draft evaluations, thereafter 2005 (nothing goes in files). First official evaluations will be completed for 2006.

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

CITY OF GENEVA
By: 
City Manager

GENEVA FIREFIGHTERS
By: 
President

Date: April 21, 2006