

CONTRACT AGREEMENT BETWEEN

THE CITY OF GENEVA

AND

GENEVA FIREFIGHTERS
IAFF LOCAL 2859

2020-2024

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01/01/2020-12/31/2024

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AGREEMENT BETWEEN
CITY OF GENEVA AND GENEVA FIREFIGHTERS
FOR THE YEARS 2020-2024

AGREEMENT approved by and made this 4th day of December, 2019, 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, 2020 to December 31, 2024.

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 five (5) years, starting January 1, 2020 shall be increases as follows:
 - 2020—2.75%
 - 2021—2.25%
 - 2022—2.0%
 - 2023—1.5%
 - 2024—1.5%

*Plus a non-compounding enhancement for each firefighter regardless of step as follows:

- 2020--\$1500.00
- 2021--\$1500.00
- 2022--\$1500.00
- 2023--\$1500.00
- 2024--\$1500.00

The City and Union will work in collaboration to analyze the lieutenant position as part of the 2021 budget process in 2020.

Transfer Pay: Any new employee that is a lateral transfer from another department will start at the second (2nd) step of pay schedule.

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:

- 2020-2 days
- 2021- 1 day
- 2022- 0 days
- 2023- 0 days
- 2024- 2 days

** 1 day = 8 hours pay

Firefighters F-15(hired before 5/3/17)	2020	2021	2022	2023	2024
Top Step	\$73,246	\$74,894	\$76,392	\$77,538	\$78,701

New Hires-after 5/3/17	2020	2021	2022	2023	2024
Starting Rate* FF trainee-per f	55,688	56,941	58,080	58,951	59,835
after 18 months	58,472	59,788	60,984	61,899	62,827
after 2 years	61,396	62,778	64,034	64,994	65,969
after 3 years	64,466	65,916	67,235	68,243	69,267
after 4 years	67,689	69,212	70,596	71,655	72,730
after 5 years	71,074	72,673	74,126	75,238	76,367
after 6 years	73,246	74,894	76,392	77,538	78,701

Note: see 3f for new hires salary as firefighter trainee

- 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. 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. Payment of MFI will be November of each contract year. Payment in full for retirement and if start anytime during the year in this capacity.

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 four (4) hours at straight time. The Firefighter is to be released upon completion of the required task. Effective January 1, 2010, full time Firefighters shall be paid at a rate of time and one half for hours worked over four (4) while on call back.
- e. SCBA Technicians– To receive \$450 per year extra above their yearly salary. Payment of SCBA will be November of each contract year. Payment in full for retirement and if start anytime during the year in this capacity.

- f. FIREFIGHTER TRAINEE – New full-time Firefighters will start at \$1500.00 less than 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. Firefighter will be granted one (1) additional time to pass the CPAT test. Failure to do so shall result in the candidate’s termination with the City of Geneva Fire Department. A firefighter may be granted more chances to pass the CPAT test if special circumstances arise as determined by the Fire Chief.(see Employment contract attached-new hires(firefighters sign at new hire orientation)

- 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

When firefighters are covering for another firefighter who is sick, and such sick leave incentive is forfeited by the sick firefighter, the city shall divide that portion of the sick leave incentive forfeited among the several firefighters who have provided such coverage as certified by the Fire Chief based on the payment of this benefit by the City Comptroller’s Office(typically paid in November of each year);

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

Example: FF Jones is sick for 1 shift, FF Jones would receive \$500, the remaining \$500 would be divided amongst the other FF’s. FF Jones is sick 4 days, FF Jones would receive 0 and the remaining \$1000 would be divided amongst the other FF’s. Any proration shall only affect new hires and retirees.

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 4 – LONGEVITY

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

5 – 9 years	\$350 per year
10-14 years	\$650 per year
15-19 years	\$900 per year
20 years and over	\$1200 per year

Each year over 25: \$1200 plus \$50. Example: 26 years: \$1200 plus \$50= \$1250, 30 years: \$1200 plus \$250= \$1450. Longevity payments will be made in November of each contract year. Example 1: FF anniversary date is March 5. The FF completes 20 years of service. FF receives \$1200 in November. FF decides to retire a month after his anniversary date, then he/she receives another full longevity payment with no pro-ration. Example 2: FF anniversary date April 1st and FF decides to retire on May 1st. The FF completes 20 years of service and receives the \$1200 that would normally be paid out in November, then since retiring a month later there would be an additional \$1200.

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 primary beneficiary, they shall receive for 2020, 2021, 2022, 2023 & 2024:

If FF hired prior to 1/1/2020:

\$800/year with a maximum of 25 years payout if no notice given OR \$850/year if notice is given. If you notify the City in writing by July 1st of the calendar year prior to your retirement the city manager shall approve a payment of \$850/year. Examples No Notice given: 1) retire with 20 years of service in 2021, Firefighter would receive \$16,000; 2) retire with 25 years of service in 2021, Firefighter receives \$20,000. Examples Notice given by July 1st prior to year retiring: 1) retire with 20 years of service in 2021, FF receives \$17,000; 2) retire with 25 years of service in 2021, FF receives \$21,250.

If FF hired on or after 1/1/2020:

To qualify the employee must have a minimum of twenty (20) years of service (maximum number of years paid out is twenty-five (25)) with the City of Geneva and employee submits one (1) retirement letter to receive this benefit and it must contain the retirement date for the following year for this payout.

\$600.00/ year with approved retirement letter by July 1st of prior year of retirement;

\$400.00/ year without approved retirement letter by July 1st of prior year of retirement;

SECTION 6 – HEALTH PLAN

HRA benefit: there will be no new HRA benefit funding until new contract ratified for 1/1/2025

Employees in this union agree to change base plan from FLMHIT Mid to FLMHIT Core, no option to go back to the base of FLMHIT Mid in future years with a health reimbursement account (HRA) to use for “out-of-pocket” medical expenses. If you don’t use the full amount on your annual HRA, it rolls over from year to year. You take the balance with you into retirement to pay for future medical expenses or premiums. All employees will qualify for the HRA regardless of whether they get health insurance through the City based on status: single, family, FNS or Family. The annual employer contribution will be as follows for years 2020, 2021, 2022, 2023 and 2024, if hired prior to 1/1/2020:

- \$600 HRA for single plan
- \$1050 HRA for 2-person plan
- \$1150 HRA for family no spouse plan
- \$1400 HRA for family plan

*New hires as of 1/1/20: New hires do not receive HRA;

Documentation of eligible coverage required, consistent with the buyout

Reopener only for issues related to the new proposed healthcare reform, specifically The Patient Protection and Affordable Care Act (also known as PPACA or Affordable Care Act)

Upon death of the employee/retiree, the City will notify the surviving spouse and/or tax qualified dependents as noted on the beneficiary form by letter and will have 90 days from date of the letter to notify the City of Geneva Personnel Office in writing of either option noted below:

1. Receive check for remaining amount of HRA (check will be given to the beneficiary noted on file with the City and paid out once reimbursement is received from HRA carrier. This amount would be taxed and the City will provide a 1099 to person(s) noted on the beneficiary form) OR
2. Notification to continue utilizing this money for payment of health insurance premiums.

Note: If there is no completed beneficiary form on file with the Personnel Office at time of employee/retiree death, then the monies will be forfeited to the City.

Note: If monies are paid out in an HRA or payroll check and a qualifying event or resignation affects this benefit, then members of this bargaining unit will be responsible for making the employer whole and/or the employer makes members of the bargaining unit whole through payroll with signed documentation of this action. If employee resigns or separates employment with the City, the monies will be paid out once reimbursement is received from the HRA carrier and the amount will be taxed and reported as income. The HRA amount for that year will be paid in full if retiring from the City with twenty (20) years employment, and the City is responsible for the monthly administrative fee (manual submission at a cap of \$34.20 annually-If the monthly premium increases, then the retiree will be notified of the increase and amount due) from date of retirement and each year funds are available to spend down in the account. The retiree would only be responsible for the annual amount above the \$34.20. If the administrative fee is increased and retiree does not pay the City reserves the right to pay out the monies as taxed income to the retiree.

The City shall provide full time Firefighters with coverage under the FLMHIT 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 January 1, 2014 employees change from FLMHIT Mid to FLMHIT Core. Employees hired after January 1, 2003:
 - Once a retiree reaches age 65 they will be covered by FLMHIT Medicare plan (currently MVP Gold 2014) or equivalent.
 - Base plan offered by the City to these full-time employees shall be FLMHIT Core.

New employees hired after January 1, 2006:

- Base plan offered by the City to these full-time employees shall be FLMHIT Core plan;

- Once retiree reaches age 65 they will be covered by FLMHIT plan (currently MVP Gold 2014) –single coverage only or an equivalent.

New employees hired after January 1, 2010:

- Base plan offered by the City to these full-time employees shall be FLMHIT Core plan.
 - Once retiree reaches age 65 they will be covered by FLMHIT Medicare plan –single coverage only or an equivalent.
- 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 health insurance 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 20% 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, 35% for years four(4) and five(5) and 20% for years six(6) & indefinitely thereafter.
 - Employees hired on or after January 1, 2010, shall be on the base plan of FLMHIT Core and the employee is required to pay 45% of the total premium for the first three (3) years of employment, 35% of the total premium for years four (4) and five (5) years of employment and 20% of the total premium beginning the 1st day of the sixth (6) year of employment and indefinitely thereafter
- e. Should any employee wish to remain with Mid (or switch to Mid), that right would exist, provided the employee pays the entire difference between the City’s Core cost for that employee and the then current cost of the Mid 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 Core, but chooses a less expensive single person coverage, the vested right is in Core 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. Refer to vesting plans as noted above. Refer to the resolutions noted above and attached hereto this agreement. The resolutions are a part of the contract. Reference resolution #1 12/15/1998

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 in December of each contract Contact the HR Office if there are any questions regarding this benefit

- d. The amount of the payment will be equal to fifty (50%) of the premium savings by the City. The premium shall be defined as the lowest cost 2-person plan offered by the City. (Example: The lowest plan offered by the City in 2020 is FLMHIT HDHP 1800)
Each employee must notify the HR Office in writing by January 1st each year with one (1) option only:
 1. HRA for this amount will be put on the following years HRA account- (Example:50% of savings for 2020 put on HRA 1/1/2021); OR
 2. Receive payroll check as noted in language(December)
- Effective 1/1/2020 for New hires-Buyout capped at flat amount based on eligible plan as follows:
 - Single – \$3,000
 - 2 Person – \$4,000
 - Family No Spouse – \$5,000
 - Family – \$6,000
 - No buyout for anyone already carrying some type of City health insurance plan
- 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.

Health Insurance Consortium:

The parties agree to cooperate in efforts to control health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance plan. Any changes to the collective bargaining agreement shall be by mutual consent.

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, 2020 for the years 2020-2024, 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
July 1 st -December 31 st year hired**	(1) 24 hour shift**
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

**If FF unable to take the vacation time, it will be paid out for 20 hours.

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 FF 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.

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 2020-2024.
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 primary beneficiary.
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.
11. A firefighter may roll over one (1) week of vacation with the approval of the Fire Chief.

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 18 firefighters. The working schedule for the Union shall consist of three shifts of four, four, and four firefighters when fully staffed by 18 active firefighters. Should the workforce be impacted by light-duty assignments, vacancies, administrative leave/ suspensions, 207a injuries that reduce the full-time, active firefighter workforce period for a period greater than 30 days, the work schedule may be modified to 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.

Work Schedule will be completed for a three (3)-month period with the understanding that it is subject to change due to illness or training.

Switching Days: Firefighters shall have the option of switching days with the notification to the Fire Chief.

Probationary period for a new Firefighter with the Geneva Fire Department shall be consistent with Civil Service Law.

Holidays: The City agrees that in 2020 through 2024 full-time Firefighters are entitled to 168 hours 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.

New hires after 1/1/2020- Prorate number of holidays received/paid out for first year based on hire date as follows:

If hired before the 15th of last quarter (March, June, September and December), then receive 3 and a half (3 ½ Holidays per Quarter) paid out per quarter for first year. Thereafter, consistent with 168 hours (14 days).

Workers' Compensation:

While covering for a Firefighter out on an eligible workers' compensation benefits due to injury and/or illness all full-time Firefighters are required to cover the shifts for the period of time and each firefighter will receive compensation as noted below:

Each full-time firefighter will receive additional 0.25/hour to hourly rate per firefighter out. The union president will notify the Fire Chief and Human Resource Director in writing with the date injury/illness began and/or ended. Payout shall be added to regular pay, not paid out in second checks. Payout will begin in the following payroll date after injury/illness began and cover any earned days in the previous and current payrolls and continue being paid out until the return to duty. If monies were paid out prior to a release to full duty notification, then those monies for unearned days would automatically be deducted on the next payroll. If a FF is retiring, that person will receive the payment up to their retirement date. For the purpose of determining payout for this contract item only the following will be used for the calculation:

Examples (See attached to reflect the calculation for 40 hour work week/payroll divided by 7 for percentage of week worked):

- 1) FF 1 is out for 1 week. FFs 2-18 receive a \$.25 increase in pay for 40hrs
- 2) FF 1 is out for 1 week 3 days. FF 2-18 receive a \$.25 increase in pay for 57hrs
- 3) FFs 1 and 2 are out for 1 week 3 days. FFs 3-18 receive a \$.50 increase in pay for 57 hrs
- 4) FF 1 is out for 1 week 3 days and FF 2 is out for 3 days concurrently. FFs 2-18 receives \$.25 increase in pay for 40 hrs, FFs 3-18 receive \$.50 increase in pay for 17hrs

The worker's compensation case will be confirmed by the third party Workers' Compensation Carrier to ensure eligible for workers' compensation benefits. If not confirmed to be a worker's compensation case, the monies already paid out to any eligible FF will automatically be deducted on the following payroll.

Odd days at the end of the year will be assigned by the Chief and paid at straight pay with a financial cap of 20 days for years 2020, 2021, 2022, 2023, and 2024 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.

Duty Related Injury: Refer to 207-a policy and GML 207-a. The City and Union will work together in 2020 to review the current 207-a policy language. The City will provide other sample policy language for you to review.

Add new Firefighter employment contract—copy attached.

Military Leave- Firefighters will be granted leave in accordance with the NYS Military Law.

SECTION 13 – UNIFORM , BEDDING & CLEANING ALLOWANCE

The following uniform allowance will be provided 2020- 2024(Sunset 12/31/2024):

Uniforms will be ordered and cleaned through vendors by the City Fire department and each FF receives a maximum of \$800.00 each contract year towards work clothing and cleaning for their position. No rollover of funds to following contract years.

Reopener to discuss list of items to comply with OSHA standards regarding reasonable life expectancy for term of this contract. No uniform allowance at year of hire.

When a new Firefighter is hired by the City, he will be given a complete uniform to start, which includes the following brand new clothing items:

- Uniform Shirts with department patch-4
- Uniform pants-4
- Set of coveralls with department patch-1
- Package of 3 pairs of black socks-1
- Uniform t-shirts-4
- Navy blue job shirt-1
- Black uniform jacket-1
- Black winter gloves-1

- Black belt-1
- Set of Twin bed sheets with pillow case-1 (FF has to provide own pillow & blanket)
- Pair of plain black dress shoes OR duty boots
- 1 Uniform shirt & 1 coat badge
- Class A uniform to include-duty hat, coat and pants(FF has to provide own white dress shirt, tie & gloves)

Note-this list above is to be maintained and replaced as needed through regular wear and tear by the firefighter's clothing allowance

Upon hiring the City will provide new firefighters with the following brand new equipment Items:

- FF helmet-1
- FF turnout coat-1
- FF bunker pants-1
- FF gloves-1
- FF bunker rubber boots-1
- FF suspenders-1
- FF nomex hood-1
- CPR pocket mask-1
- Reflective vest-1
- Radio with Portable radio strap-1

This equipment is to be maintained and in good working order as part of the normal course of duty by the Firefighter. City-issued equipment is not to be used in the course of duty for any volunteer activities, whether in or out of the City. The Fire Chief will establish a standard replacement schedule for each piece of equipment, and said equipment will be replaced on that schedule. Should equipment be damaged beyond serviceable condition, a report will be filed immediately with the Fire Chief. If it is determined that the equipment was damaged in the course of on-duty work for the City of Geneva, and that such damage was not caused by negligence on behalf of the Firefighter, the City will order at City expense within 30 days of reporting to Fire Chief. If negligence is determined, or if damage occurred outside of the normal course of duty, the equipment will be ordered by the Firefighter within 30 days. Failure to replace the equipment will result in the City issuing a new piece of equipment, and a payroll deduction established for cost recovery. All City Equipment will be handed back in to the Fire Chief at time of retirement.

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, 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 determine 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 will be the duty of the Ontario County 911 Center.

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 2024 negotiations.

- | | |
|-------------------|---|
| By March 1, 2024 | City of Geneva presents written proposal to Geneva Firefighters Local 2859. |
| By March 15, 2024 | Geneva Firefighters Local 2859 present their written proposal in writing to the City of Geneva. |

By March 31, 2024

First face to face negotiating session. Both parties to avoid delay or postponement.

SECTION 20 – MANDATORY TRAINING AND EDUCATION INCENTIVE

Mandatory Training: “Any training of 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 firefighter in additional pay based on their hourly rate.

1. Firefighter (s) assigned to a training school shall be credited for training hours from the school start time till the school dismissal time on the days of training. Should the school require travel outside the City of Geneva, the firefighter (s) shall also be entitled to credit for reasonable travel time to and from the school.
2. Firefighter (s) assigned to training schools may be given one day (s) credit, as if worked, for each 24 hours of training school accredited time.
3. The training schools that exceed 24 hours including travel time. The firefighter assigned shall be compensated by giving training credit of one (1) day for each 24 hours of total school credit. Plus the hourly wage, times the difference between the total school credit less the total number of hours credited as worked.
 - Example #1: Total school credit equates to 39 hours; less 24 hours equals 15 hours, times the hourly wage, in addition to one credited workday.
 - Example #2: Total school credits equate to 80 hours; less 72 (3 – 24hr. days) equals 8 hours, times the hourly wage, plus 3 credited workdays.
 - Example #3: School credit equates to 240 hours; equals 10 credited workdays.
 - Example #4: Probationary Firefighters attending the NYS Fire Academy Basic Training shall be credited with 48 hours of school credit per week when assigned to a working shift.
4. Training schools that are less than 24 hours, the Fire Chief may credit the firefighter with one credited workday or pay the firefighter the hourly wage times the number of school hours.
5. In calculating the 212 cycle the total training credit shall be added to the on-duty work hours for that cycle. In cases where the total time exceeds 212 hours, those hours in excess of 212 shall be compensated at time and one half the hourly wage.
6. The other firefighters shall be compensated for covering the training school time with additional pay. **This pay shall be paid at the straight time rate.**
 - * Additional pay shall be calculated by dividing the number of credited school training days, by the number of firefighters on active duty, who must cover the school time. Payment to be made in the next regular payroll after the close of each cycle.

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

30 credit hours earned in related field(only if hired prior to 1/1/2020)	\$300
Associates Degree	\$700
Bachelor Degree	\$1100

Certification

Certified First Responder	\$200
Emergency Medical Technician	\$550
Paramedic	\$650

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	\$650
Associates Degree	\$700
Total Paid	\$1350

Certified First Responder	\$200.....Emergency Medical Tech.	\$550
Emergency Medical Tech.	\$550.....Bachelor Degree	\$1100
Associates Degree	\$700	
Total paid	\$1250.....Total paid	\$1650

* 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.

Firefighters will be reimbursed, upon successful completion of course for tuition, books and lab fees, mileage and all associated costs to become, or recertify as EMT or Paramedic.

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 son-in-law, or daughter-in-law, and significant other. Members shall be entitled to one day when so required in the event of the death of an employee's or spouse's aunt, uncle, niece, nephew, and cousin. In addition, the foregoing time shall not be deducted from vacation time, holiday time, or personal leave time. If the firefighter is on a Kelley Day, the day is counted as a death in family (not a day off) per the written approval of the Fire Chief. Use the Request for Leave form for approval.

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.

Both parties agree to work together to jointly develop a disciplinary policy by September 1, 2013

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.

Drug and Alcohol Policy and Procedure: see attached document

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.

Policy and Procedures Manual: The parties agree to cooperate in efforts to adopt a City of Geneva Policy and Procedure manual and shall work together in a good faith effort to discuss a variety of topics such as, but not limited to, Drug and Alcohol testing, Nepotism, Code of Ethics, Workplace Violence and Technology policies and adopt Ontario County Civil Service Rules. Any changes to the collective bargaining agreement shall be by mutual consent.

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: 
Sage Gerling, City Manager

GENEVA FIREFIGHTERS

By: 
Theodore Smith, President

Date: September 23, 2020