

1998 - 1999

LABOR AGREEMENT

BETWEEN

THE SYRACUSE POLICE BENEVOLENT ASSOCIATION, INC.

AND

THE CITY OF SYRACUSE

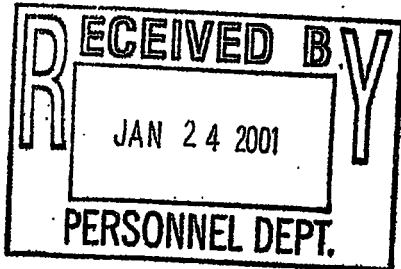


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APPENDIX A

This Contract shall apply to the Police Officers within the bargaining unit defined in Section 1.1.

1.2 Application of Contract

The City recognizes the P.B.A. as the sole and exclusive collective bargaining agent for all Civil Service Police Officers including those of the competitive class employed in the Department of Police and City of Syracuse but excluding the Chief of Police, the Deputy Chiefs of Police, Parks Attendants, Creek Patrolmen, Meter Maids, Police Trainees, School Crossing Guards and all other civilian employees of the Department.

1.1 Collective Bargaining Unit

RECOGNITION AND APPLICATION OF CONTRACT

ARTICLE 1

This is a Labor Contract effective January 1, 1998 and terminating midnight December 31, 1999 between the City of Syracuse, New York (hereafter called the "City") and the Syracuse Police Benevolent Association, Inc. (hereafter called the "P.B.A." or the "Association").

PREAMBLE

Pursuant to Section 208 of the Civil Service Law the City

3.1 Check-off of Dues

AGENCY SHOP & CHECK-OFF OF DUES

ARTICLE 3

The P.B.A. agrees that it will not call, sanction or encourage in any way any strikes, picketing, slowdowns, concerted refusals to perform assigned work or any other kind of job action which is designed to impede or has the effect of impeding normal, efficient operations of the Department nor shall the P.B.A. cause, instigate, encourage or condone any such action.

2.2 No Strike

(B) The parties reaffirm that they shall continue to apply the terms and conditions of this Agreement in a manner not violative of Federal and State laws, binding upon the City, prohibiting discrimination with respect to race, creed, color, national origin, sex and age.

(A) The parties agree not to discriminate against any person within the collective bargaining unit because of membership or non-membership in the Association.

2.1 No Discrimination

OBLIGATIONS OF THE P.B.A AND CITY

ARTICLE 2

The P.B.A. shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the City for the purpose of complying with any of the provisions of this

3.3 Indemnity

The P.B.A. will certify in writing to the City the amount of its regular monthly dues and any assessments to be deducted under the provisions of this Article. The dues money is to be made payable to P.B.A. and sent to the Treasurer as certified in writing to the City by P.B.A. Any changes in the amount of P.B.A. dues to be deducted must be similarly certified by the P.B.A. in writing to the City. Such changes shall not become effective until 60 days following receipt by the City of such certification.

3.2 Amount to be Checked-Off

shall, while this Contract remains in effect, deduct from each Police Officer's pay each month on a bi-weekly basis, his monthly membership dues in the Association and transmit the money so deducted, together with a list of names of the Officers from whose earnings the deductions were made, to the P.B.A. on or before the 15th day of the month following that in which the deductions were made. No deductions shall be made for any back dues arrearage nor to recoup any amount not deducted because the Officer did not receive pay in any given payroll period.

ARTICLE 4

ASSOCIATION BUSINESS

4.1 Assignment of P.B.A. President

The duly elected President of the P.B.A. shall be assigned to the Community Relations Staff on the day shift. In the event that the President of the P.B.A. is disabled from performing his duties as President for ten or more consecutive days, then the Executive Vice-President of the P.B.A. shall act on his behalf and shall be accorded the same rights and privileges as the President insofar as Police duties are concerned and shall have all authority invested in the President to represent the P.B.A.

4.2 P.B.A. Annual Conventions

Subject to the needs of the Department, the President, Executive Vice-President, Vice-President, Secretary, Treasurer, Assistant Treasurer, Sergeant at Arms, or their respective designees, shall be granted relief of all Police duties for a period of four days with pay to attend the annual Police Conference of New York Convention.

4.3 Pay for Contract Negotiations

Formal members of the PBA's negotiating team shall be paid for time lost from work in order to be present at the negotiation

Effective January 1, 1998; January 1, 1999; and July 1, 1999 the base salaries of the employees covered by this contract shall be as respectively set forth in the salary schedule appended to this contract as Appendix A.

5.1 Salary and Wage Increases

SALARIES AND WAGES

ARTICLE 5

- (1) Only once per month for regular PBA meeting;
- (2) Only for night meetings;
- (3) Must work rest of shift before and after meeting;
- (4) No expansion of either Executive Board or Board of Directors.

Members of the PBA Executive Board will be released from scheduled duty for PBA meetings subject to following conditions:

4.5 Release of Scheduled Duty for PBA Meetings

In addition to the above sections of this Article, PBA will be allowed a total of 6 paid, officer-days per year, to be used as determined by the President of PBA.

4.4 Pay for Officer Days

table. Paid negotiating time may be taken in one-half day increments.

An increment of 15 cents per hour shall be given to all personnel for work performed between the hours of 1600 and 0800, provided at least 6 hours per day is worked during these hours on a regular shift basis. Effective 1/1/95, said increment shall be

5.4 Night Shift Differential

| | |
|------------|---------|
| 10 years - | \$500 |
| 15 years - | \$700 |
| 20 years - | \$900 |
| 25 years - | \$1,100 |
| 30 years - | \$1,300 |

as follows:

Effective January 1, 1999, longevity payments shall be made

5.3 Longevity Pay

A member of this unit who is promoted to a higher officer rank shall be compensated at the full rate applicable to the new rank immediately upon his promotion to such higher rank; provided, however, that such promoted officer shall continue to be subject to the probationary period and if returned to his former rank within that probationary period shall have his compensation reduced to that applicable to the rank to which he is returned. This Section shall not apply to temporary transfers to higher ranks.

5.2 Advancement for Officers

6.1.2 The City agrees to furnish at its own cost new uniforms where a change in uniform is required by departmental regulations or by involuntary transfer of an officer to a unit where departmental regulations require uniform elements not required for uniformed police generally or not previously issued or provided by the City to the officer involved.

6.1.1 The City agrees to furnish at its own cost to each member a Class B uniform. Any item of clothing or equipment which is destroyed or damaged beyond repair in the line of duty shall be replaced by the City without cost and without deduction for depreciation.

6.1 Uniform Replacement

UNIFORMS

ARTICLE 6

20 cents per hour. The night shift differential shall also be paid for vacation and personal leave days as set forth in Section 7.1 and 7.3 of this contract provided the following condition is met: The officer must have received the night shift differential for the majority of hours for which he was paid during the calendar month preceding the taking of the vacation or personal leave in question.

The night shift differential shall be paid out semi-annually, prior to July 15th and December 15th of each year.

7.1.2 In the event the City requires a police officer to work during the officer's scheduled vacation which was approved by the Chief or his designee, such an officer may carry over the vacation days on which he was so required to work and take such vacation days in the following calendar year.

- 1 - 4 years - 15 days
- 5 - 9 years - 18 days
- 10 - 14 years - 20 days
- 15 - 20 years - 25 days

7.1.1 Effective January 1, 1999, all Syracuse City police officers, regardless of their seniority date, will receive the following vacation benefits:

7.1 Vacations

VACATIONS & HOLIDAYS

ARTICLE 7

6.2 Uniform Allowance
An Annual cash uniform allowance of \$700.00 shall be paid to each officer by January 31 of the year involved. The annual cash uniform allowances shall be designated and used for the replacement or acquisition of items of required uniform clothing or equipment.

6.2 Uniform Allowance

7.2 Holidays

7.2.1 Each member of the P.B.A. shall receive an additional lump sum payment on or before November 15th of year involved equal to 13 days salary for each member's respective rank, this sum shall be deemed to be compensation for 13 legal holidays, whether or not such member shall be required to work on such days. For the purposes of this section, the 13 holidays will be deemed to be the following: New York's Day, Lincoln's Birthday, Washington's Birthday, Martin Luther King's Birthday, Easter, Flag Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, and July 1st, as well as one additional paid holiday which became effective on February 3, 1999.

7.2.2 Those employees who are honorably discharged veterans and who are entitled by Section 63 of the Public Officers Law to a day off for Veteran's Day shall be entitled to take a compensatory day off within 90 days of Veteran's Day.

7.3 Personal Leave

Each member of the P.B.A. shall be granted three days of personal leave each year, subject to the rules and regulations of the Department which are not inconsistent with the following conditions:

(1) Leave shall be granted to the first member applying at least 3 days before the requested leave date unless a genuine emergency exists on the requested leave date;

Off duty time spent in Court as scheduled by the assignment officer shall be fixed at a minimum of two hours pay at the rate of time and one-half and all hours in excess of two hours actually spent in court in any one day shall be paid hour for hour at the rate of time and one-half; except that if the police officer is scheduled for such court appearance after coming off any shift ending between 4:00 a.m. and 8:00 a.m. the same day, he shall receive a minimum of four hours pay at the rate of time and one-half and all hours in excess of four hours actually spent in court

8.2 Court Appearance

It is further agreed that all members shall be paid cash at the rate of time and one-half for all ordered overtime work except as provided in Section 8.4

8.1 Overtime

OVERTIME PAY

ARTICLE 8

- (2) Where a request is made 30 or more days in advance, seniority shall prevail;
- (3) No more than 3 persons per day on each of the 3 administrative zones (not bureaus and/or shifts) may be on personal leave. Other departmental rules will continue to apply.
- (4) Up to 3 unused personal leave days may be carried forward from prior years.

in any one day shall be paid hour for hour at the rate of time and one-half. An officer scheduled for court time on his rest day shall receive a minimum of three hours pay at the rate of time and one-half and all hours in excess of three hours actually spent in court on his rest day shall be paid for at the rate of time and one-half. To be eligible for this benefit the police officer must appear in court in uniform.

8.3 Compensatory Time Earned Prior to Jan. 1, 1989

8.3.1 Compensatory time earned prior to January 1, 1985 shall be paid at separation or retirement in cash at the rates which were in effect at the time earned. However, all compensatory time accrued prior to January 1, 1978 shall, when paid for, be paid at the rates of pay in effect on December 31, 1977. Compensatory time earned after December 31, 1977 and prior to January 1, 1985 shall be credited at the rate of pay in effect at the time when earned.

8.3.2 Compensatory time earned after January 1, 1985 which has not been taken shall be paid at the current rates existing at the time of separation, retirement or other pay out (on a department-wide basis) at the employer's option.

8.3.3 All compensatory time, no matter when earned, shall be used in reverse chronological order, so that employees use most recently earned compensatory time first.

An adjustment shall be made increasing the 160 hours to a maximum of 240 hours. This is not intended to limit an officer in the amount of compensatory time which he/she may accumulate at their option. Effective January 1, 1999, compensatory time earned after January 1, 1989, shall be increased to 240 hours of "new bonus". There is no cap on the amount of compensatory time that can be accumulated, however, the officer will only be paid for up

Jan. 1, 1989

8.4.2 Effective January 1, 1999 Compensatory Time Earned After

Police officers, at their option, may accumulate, at time and one-half rates, compensatory time in lieu of receiving overtime pay for overtime actually worked, except as provided in Article 24. This compensatory time off will be taken subject to the existing rules covering the taking of personal days and vacation days. Although an officer is not limited in the amount of compensatory time which he or she may accumulate, the officer will only be paid up to a maximum 160 hours at the time of separation from the Department.

8.4.1 Compensatory Time Earned After Jan. 1, 1989

8.3.4 There shall be no terminal leave based on accrued compensatory time. Prior to retirement, an officer shall be paid in cash for accrued compensatory time and severed from the Department.

The City may change the present Group Medical Insurance Plan that the City extends to other City employees.

The City shall continue to provide the same benefit plans presently provided to the PBA, along with the present enhancements

9.2 Group Plan in Effect

Effective January 1, 1999, the employee contribution for family medical coverage will increase to \$25.00 per month and the contribution required for officers enrolled in employee only coverage will become \$10.00 per month.

Effective January 1, 1995, the medical insurance coverage deductible will be \$125.00 for employee only coverage per person per year and \$375.00 per family per year.

9.1 Group Medical Insurance

HOSPITALIZATION, MEDICAL PLAN AND DENTAL PLAN

ARTICLE 9

The employer shall pay for a minimum of four hours' work at overtime rates when an off-duty employee is called in to work ordered overtime for a period of time which is not contiguous to that employee's regular tour of duty.

8.5 Call-in Time

to a maximum of 240 hours of "new bonus" at the time of separation from the Department.

or Dental Plan provided that any new Plan put into effect must offer equal or improved benefits as those prevailing at the time this Contract was signed and that there be no loss of benefits because of changes in waiting periods because of any change of carriers. The City will continue its past practices regarding when coverage begins, ends, and/or may be changed.

9.3 Group Dental Plan

The City will make available to bargaining unit employees a Group Dental Insurance Plan with benefit levels which are generally equal or comparable to the dental benefit levels contained as of January 1, 1983 in the POMCO T1 Dental Plan. Employees who elect employee only coverage will pay \$4.35 per month for such coverage with the City paying the remainder of such cost. Employees who elect family coverage will pay \$11.525 per month for such family coverage with the City paying the remainder of such cost. Effective January 1, 1990, employees who elect employee only coverage will pay \$7.00 per month and employees who elect family coverage will pay \$15.00 per month.

For the duration of this contract the City shall continue to provide, at no additional cost to covered employees, the added orthodontia coverage benefit levels which were placed in effect in the Spring of 1985.

Effective January 1, 1999, the annual per person dental benefit will be capped at \$1500.00.

9.4 Retirees

Retirees who receive medical benefit coverage will have such coverage designated as "secondary" coverage to that received by the retiree through a new job or his/her spouse.

ARTICLE 10

GRIEVANCE AND ARBITRATION

10.1 Grievance Procedure

A grievance shall be defined as a claim that the City violated a provision of this Contract (except as to a grievance concerning discipline or discharge which will be processed in accordance with the procedures set forth in Article 11) and shall be resolved by use of the following procedure:

Step 1: The grievance shall be first presented in writing by the Association or a member to the Chief or the First Deputy Chief who, within ten working days thereafter, shall reply in writing to the Association.

Step 2: If such reply is not satisfactory to the Association or to the member, the Association or members shall present such grievance in writing, together with a copy of the reply from the Chief, to the Mayor of the City. Within ten working days thereafter, the Mayor shall reply in writing to the Association or member.

Step 3: If the grievance remains unresolved and if the

If a written copy of the grievance was not served on the City

10.3 Time Limitations

two weeks prior to service of the written grievance on the City. set forth in this Contract. Awards may not be retroactive beyond nor to imply any obligation on the City which is not specifically ruling or regulation binding upon the City by higher authority, authority to render any decision which conflicts with a law, or change any of the provisions of this Contract nor shall he have The arbitrator shall have no power to add to, subtract from

10.2 Limitations on Arbitrator's Authority

Law. initiated by the Association, except and to the extent required by the time the grievance occurs, where such arbitration has not been of the bargaining unit who is not a member of the Association at shall be liable for the expense of any arbitration for any member the Association, except that neither the City nor the Association expenses of the arbitrator shall be shared equally by the City and final and binding on both parties to this Contract. The fees and resolve the grievance. The decision of the arbitrator shall be upon rotating panel (hereinafter referred to as the "panel"), to grievance in writing (copy to the City) to the currently agreed provision of this Contract, then the Association may submit the grievance involves an alleged violation by the City of an express

shall be followed.

Step 1: City shall advise an officer in writing that it proposes to commence disciplinary action against him. Such notice shall describe the general circumstances for which discipline is sought and optionally the penalty which the City seeks to impose. Within seven days (exclusive of Saturdays and Sundays) following service of that notice on the officer and the union, the parties (the chief, the officer, the union and any of their attorneys) shall meet to discuss voluntary resolution of the charges. If no voluntary resolution can be made at the meeting described above, then within three days (exclusive of Saturdays and Sundays) after such meeting, the officer must serve written notice as described in Section 11.2 if he desires to follow Step 2 of this Article.

In the event of a dispute concerning the discipline or discharge imposed upon a police officer, the following procedures

11.1 Procedure in Disciplinary Disputes

DISCHARGE AND DISCIPLINE

ARTICLE 11

within 14 calendar days after the act, occurrence or event giving rise to the grievance or if the grievance was not submitted in writing to the panel (copy to the City) within 60 days after the date of its Step 1 presentation in writing to the Chief or designated Deputy Chief, the grievance will be deemed waived and there shall be no right to arbitration.

To elect the procedures set forth in Step 2 of Section 11.1,

11.2 Effect of Election

opinion and award. issue an interim verbal decision, to be followed by a written agreement. The arbitrator may, under appropriate circumstances, extensions of the foregoing time limits except by mutual shall be final and binding upon the parties. There shall be no following close of the record. The finding of the arbitrator The arbitrator shall render his decision within fourteen days shall be held within twenty calendar days of the date of request. writing a request for arbitration with the panel. The arbitration made a timely election in Step 1, the Association shall file in discharge and discipline under this article. If the officer has Step 2: The parties will utilize the panel in matters of

relies for the discipline sought. the City shall serve a description of the charges on which it demand arbitration immediately. In such a case, within 72 hours suspended without pay he may waive his Section 75 rights and remaining step will be followed. If an employee has been 75 rights and makes a timely election for arbitration, then the provisions of this Agreement. If the officer waives his Section followed, and there shall be no right to arbitration under the the procedures of Section 75 of the Civil Service Law shall be Failure to make a timely election shall automatically mean that

It is understood that, notwithstanding an election by the officer to follow the arbitration procedure above, the Department may investigate the facts surrounding the grievance in any manner it deems appropriate, subject to the terms of this Agreement, including the conduct of a hearing as authorized pursuant to Section 75 of the Civil Service Law. However, should the Chief, in his discretion, decide to hold such a hearing, the officer under investigation shall not be bound by the results of said hearing, nor shall he be obligated to appear in person or by counsel. Counsel for the Association shall have the right to examine the transcript and exhibits of the Section 75 hearing, if held, and to make copies thereof at the Association's expense. No penalty decided upon after said hearing shall be effective if arbitration has been elected, nor shall any findings of said hearing or recommended penalties be admissible in arbitration. No

11.3 Departmental Investigation

the officer must file a written notice of such election with the Chief within the time limits set forth in Step 1 of Section 11.1. Such election must include a written waiver of all rights under Section 75, including limitations as to type or degree of punishment or to any right to reinstatement under Section 75, or otherwise, pending final determination by the arbitrator selected, or to the holding of a hearing within a 30 day period of suspension without pay.

record of the departmental hearing or results thereof shall be placed in the officer's personnel file if arbitration has been elected.

11.4 Conduct of Arbitration Hearing

In any arbitration hearing held under the provisions of this Article, both the Department and the police officer involved shall have the right to be represented by counsel and to present witnesses and engage in the cross-examination of witnesses presented by the other party. The arbitration hearing shall be a *de novo* proceeding, and a decision shall be made by the arbitrator on the basis of the legal evidence as presented at the arbitration hearing. The fees of the Arbitrator and necessary expenses of the arbitration proceedings shall be shared equally by the City and the Association. Each party shall bear the expense of the preparation and presentation of its own case.

11.5 Limitations on Arbitrator's Authority

The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this Contract, nor shall he have authority to render any decision which conflicts with a law, ruling or regulation binding upon the City by a higher authority, nor to imply any obligation on the City which is not specifically set forth in this Contract.

outlined in this paragraph, or if the city defers the imposition pay will not be deemed to be a fine). In any of the cases deferred until the arbitration decision. (A suspension without proceeding. In the case of a demotion or fine the penalty will be placed on suspension without pay until the arbitration will be placed on suspension without pay until the officer B. In the case of a prospective discharge, the officer arbitration.

held within 20 days of the submission of the grievance to imposed discipline shall be given priority treatment and will be may invoke the arbitration clause and the grievance involving the reprimand immediately and prior to a hearing. In such a case, PBA A. The City may impose suspension without pay or a written arbitration rather than the section 75 proceeding.

respect to the disciplinary cases in which the officer elects The City and the PBA agree to the following procedure with

11.7 Procedure

proceeding. in the officer's official personnel folder of the disciplinary incompetency requiring discipline, there shall be no record kept If an officer is found not guilty of misconduct or Folder, twenty-four months after issuance.

reprimands) shall be purged from an officer's official personnel Written reprimands (and writings evidencing verbal

11.6 Record of Discipline

To the extent possible under Civil Service Law and Regulations, the city will endeavor to have all eligibility lists for promotion in the Department of Police to have a life term of two years.

PROMOTIONAL LISTS

ARTICLE 12

of any other penalty, the city may invoke the arbitration clause and the case will be given priority treatment and will be held within 20 days of the submission of the grievance by the city to arbitration.

C. The parties intend that discipline arbitrations will be held in an expeditious manner. All correspondence or telephone calls submitting a case to arbitration or determining the date or dates to be selected or the case or cases to be heard, will be on notice to the opposing party with both the city and the PBA providing that notice to representatives designated by the PBA and the city.

D. In all future arbitrations between the city and the PBA either side may provide for a transcript by a court reporter and/or a taping of the proceedings at its own cost unless there is agreement to share cost.

It is understood that the City's liability under this Article is limited to making the required contributions.

13.2 Limitation on City Liability

System to accomplish the purpose intended. December 31, 1994 as allowed by the New York State Retirement 384 (d). This withdrawal will take place at such date closest to thereby placing unit employees hired after that date in Section December 31, 1994 the City will withdraw from Section 384 (e) (System) for members of this collective bargaining unit. On and Social Security Law (Policemen's and Firemen's Retirement forth in Section marked 384 (e) of the New York State Retirement Effective January 1, 1994 the City shall adopt the benefits set established by Section 375-1 of the New York State Retirement Law. Additionally, the City shall make available the program Social Security Law, Section 302 subd. 9 (d) shall be continued. year final average salary option specified in the Retirement and bargaining unit with the practices heretofore prevailing. The one year retirement plan, now in effect, for all members of the The City agrees that it will continue to provide the twenty

13.1 City Obligation

RETIREMENT PLAN

ARTICLE 13

Except where expressly limited by a specific provision of this Contract, the Chief of Police shall have the sole and exclusive right to direct and manage the Department of Police, including but not limited to the following rights: to determine the size, composition and organization of the Department and any

MANAGEMENT RIGHTS

ARTICLE 15

The City shall guarantee the benefit level regardless of cost and shall own any dividends earned. Subject to such conditions as may be imposed by the carrier, the City will attempt to provide active police officers with an option to purchase, at no cost to the City, an additional \$10,000.00 of term life insurance.

| | |
|---|-------------------------|
| ALL active members and all retired members under age 60 | \$25,000.00 \$10,000.00 |
| ALL retired members age 60 after 1/1/70 | \$5,000.00 |
| ALL retired members age 60 prior to 1/1/70 | \$1,000.00 |

Life AD&D

The City shall provide group life insurance for each member of the bargaining unit (including retired members) in accordance with the following schedule:

GROUP LIFE INSURANCE

ARTICLE 14

The security of the community depends to a great extent on the manner in which Police Officers perform their duty. Their employment is thus in the nature of a public trust.

16.2 Public Trust

Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality.

16.1 Status

RIGHTS OF EMPLOYEES

ARTICLE 16

submits therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules; to determine what work is to be performed by the Department, its place of performance and who is to perform it; to determine the assignments and job duties; to determine the rules and regulations governing the Department; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all Departmental operations are to be conducted; to determine reasonable standards of performance; and to determine practices and procedures for the efficient, disciplined and orderly operations of the Department; and from time to time to change any or all of the above determinations.

16.3 Investigation

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigation by superior officers designated by the City. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) Each employee shall have the right of access to his official personnel folder on reasonable notice. All documents placed in that folder after the date this contract becomes enforceable shall be date-stamped. Nothing which is not contained in the official personnel folder may be adversely used against an employee for the purpose of formal evaluation or discipline unless he has first received notice of such document. Testimony concerning prior verbal warnings or instructions may be admitted as to the issue of penalty.

(b) The interrogation of a member of the Force shall be a reasonable hour, preferably when the member of the Force is on duty, unless the urgency of the investigation dictates otherwise. If any time is lost, the member of the Force shall be given compensatory time.

(c) The interrogation shall take place at a location

(g) The member of the Force shall not be subjected to the use of offensive language by the investigating officer nor shall he be threatened with transfer or disciplinary action unless he refuses to answer proper questions as defined in section (f). The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the Force of the character of the discipline the department intends to impose nor from advising the member of the Force that

(f) All members of the Force shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their constitutional, legal or contractual rights.

(e) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(d) The member of the Force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.

designated by the Chief of Police -- ordinarily at Police Headquarters or a location having a reasonable relationship to the incident alleged.

that written reports be filed at any time, with respect to the individuals by superiors, or to prevent superiors from requiring individuals in such a manner as to prevent questioning of his official police duties. This clause is not to be concerned with matters other than matters relating to the performance questioned or before being required to make a written statement Association representative, if he so requests, before being opportunity to consult within 24 hours with his counsel and/or nevertheless of a serious character, the individual shall have an (f) In non-criminal cases where interactions are

current decisions of the United States Supreme Court. investigation, he shall be given his rights pursuant to the likely to be, or he is a suspect or the target of a criminal (1) If a member of the Force is under arrest, or is questioning shall be recorded.

by mutual consent of both parties. All recesses called during the stenographer. There will be no "off-the-record" questions except Force shall be recorded mechanically or by a department (h) The complete interrogation of the member of the

the public. its alternatives except in circumstances where there is danger to after he is advised of the nature of such disciplinary action or disciplinary action shall not be binding in less than 24 hours subject to additional charges. The individual's consent to if he refuses to answer proper questions, as above, he may be

(1) The Police Department will refrain from using polygraph tests on police officers who have successfully passed their probationary period. This prohibition shall not apply to the use of polygraph tests on applicants for employment or on police officers who have not completed their probationary period.

(k) Any disciplinary action taken against a member of the bargaining unit by the Department shall be subject to review under Article 11 and the PBA President shall be notified of any disciplinary action taken, even if taken with the consent of the police officer involved.

(j) shall be subject to arbitration in the same proceeding as that involving the discipline. Interpretation of this subsection (j) shall be subject to hours under protest after being so ordered, questions concerning employee is required to submit a written report in less than 24 expeditions disposition of investigations of conduct. Where an rights herein granted will not be used to unduly delay the act in such capacity while on duty. It is understood that the commanders). No representative provided by the Association shall below the third level of supervision (e.g., sergeants and platoon will not generally apply to such information gathering by officers conduct of police officers in the normal course of business, and

ARTICLE 17

DUTY AND SHIFT ASSIGNMENT

A. In selecting individuals for duty and shift assignments to fulfill departmental needs, the following will be the determining factors as they relate to the requirements of the assignment:

(1) Seniority

(2) Experience

(3) Education

(4) Training

(5) Evaluation of individual's performance where such is done on a regular departmental basis, including disclosure of said evaluation to the individual within a reasonable time after it is made.

(6) Health, provided that good health shall not adversely affect an individual's assignability.

(7) Skills and unique qualifications.

(8) Requests of individuals

(a) provided that where a specific assignment request is made and the individual's eligibility for the assignment is determined, he will, upon request, be informed of the reasons for such action; and

(b) provided further that when an individual's

assignments.

cases of bona fide individual hardship in duty and shift assignments.

C. Personal and family situations may be considered in transfer when such an opening arises.

requested transfer and they are otherwise qualified for such "freeze" them in a duty or shift assignment, where they have

qualifications by individuals will not be used to unreasonably possession of particular skills, aptitude or other

Department.

assignment that have been submitted to the

review such written requests for changes in

(e) the Association shall have the right to

supersede all others; and

two requests received from an individual will

each six months by an individual. The latest

(d) no more than two requests shall be submitted

reasonable time after assignment is made; and

request, be given the reasons within a

prior request and is not selected will, upon

been made, an individual who has submitted a

(c) provided further that when an assignment has

when action will be taken; and

the reason therefore and, if known, the time

acted upon, he will, upon request, be given

request for a specific assignment is not

Periodically, opportunities arise for the Department to send an officer on a full-time basis for extended training and education in matters relating to police work. Prior to selecting an officer for such training, the Chief will post a description of the educational opportunity for 10 calendar days on the Departmental bulletin board, and any officer desiring consideration for such training may so indicate by signing the list. In selecting individuals for further training and education, factors relevant to departmental needs will be the basis for selection in relation to the particular type of schooling under consideration. It is the purpose and intent of this clause to give available training and educational opportunities on as broad a basis as possible consonant with the aforementioned.

Additionally, the City will notify the union and the membership with regard to available training schools and interested officers will submit 10-1's if interested.

SCHOOLING AND TRAINING

ARTICLE 18

A. Unused sick leave may be accumulated up to a maximum of
The terms and conditions of this benefit shall be as follows:

| Service | Up to the first of January following date of hire |
|-----------------------------|---|
| 160 hours per calendar year | From 1 to 5 years |
| 200 hours per calendar year | From 6 to 10 years |
| 240 hours per calendar year | From 11 to 15 years |
| 280 hours per calendar year | 16 years and after |

10 hours per full month of service

Non-Job Related Sick Leave

Leave according to the following schedule:
All new members of this bargaining unit who become employed after December 31, 1974 shall be entitled to non-job related sick

19.2 Members Employed After December 31, 1974

Except as modified by 7.1.2 of this Agreement, all employees who were members of the Police Department as of December 31, 1974 shall continue to be covered by the non-service connected disability policy set forth in section 11-23 of Article 11 of the Revised General Ordinances of the city of Syracuse as enacted by General Ordinance effective July 1, 1965.

19.1 Members Employed Prior to December 31, 1974

NON-JOB RELATED SICK LEAVE

ARTICLE 19

Except to the extent expressly modified by this Article, the non-job related sick leave benefits set forth in Sections 19.1 and 19.2 are subject to the Departmental rules and regulations concerning the taking of non-service connected sick leave as in effect as of December 31, 1974; including the Departmental right to require approval by the Police Surgeon before any sick leave may be taken. An employee on sick leave for a non-job related

19.3 General Conditions

| <u>Calendar Year</u> | <u>Hours Paid Sick Leave</u> |
|----------------------|------------------------------|
| 1976 through 1979 | 160 per year |
| 1980 through 1984 | 200 per year |
| 1985 through 1989 | 240 per year |
| 1990 and thereafter | 280 per year |

follows:

B. Members of the Department during their first 3 years of service may, if necessary, borrow up to 440 hours of paid sick leave; which borrowed hours must be repaid, however, before any further accumulation of sick leave may occur.

C. For purposes of applying the above schedule, the following example is given: Assume a policeman is hired September 1, 1975. Such policeman's non-job related sick leave benefit from September 1, 1975 through December 31, 1975 would be 40 hours. Following this his benefit for each calendar year would be as

1040 hours.

Employees who are authorized in writing by the Department to use their automobiles on City business, shall be paid mileage

20.1 Allowance

AUTOMOBILE ALLOWANCE

ARTICLE 20

Contributions to the Emergency Sick Leave Bank shall not be deemed to be "calling in sick".

before March 1 of the following calendar year. For the year is not to exceed \$300. Payments are to be made that second time period also. The total amount of cash incentive (beginning of a new time period), then they are ineligible for that time period. If that employee calls in sick again on May 1 calls in sick April 28, 29, and 30 does not receive \$100 bonus for will be entitled to a payment of \$100. Example: An employee that An employee that does not call in sick during a four month block will be divided into three separate blocks of four months each. the full calendar year involved. The sick time incentive program will apply to those officers who are on the active pay roll for Effective January 1, 1999, a sick leave incentive program

19.4 Sick Leave Incentive Program

illness or disability shall assign or pay over to the employer any amounts received as workmen's compensation for such illness or disability.

Should any term or provision of this Contract be in conflict with any State or Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Contract will continue in full force and effect.

SAVINGS CLAUSE

ARTICLE 21

Employees who are authorized in writing by the Department to use their automobiles on City business for more than 30 days in a calendar year shall be reimbursed, in addition to the allowance set forth in Section 20.1, up to \$150.00 per year for the appropriate special business-use insurance rider upon presentation of written proof that such rider has been placed into effect and proof as to its cost.

20.2 Insurance Rider

allowance of \$0.16 per mile for miles actually driven in the course of such authorized performance of their duties. Free gasoline will no longer be provided by the City for employees using their cars on City business.

ARTICLE 22

HOME VOLUNTARY OVERTIME LISTS

22.1 The Chief will post a list for sign-up by officers who desire Home overtime assignments which are to be performed by off duty police officers on a voluntary basis. Such lists will be maintained in the Department Personnel Office and at the Front Desk and will be available for sign-up as follows:

Sign-up Period **For Overtime Home Duty**

| | |
|--------------|--------------------|
| July 8 - 15 | Aug. 15 - Dec. 15 |
| Nov. 8 - 15 | Dec. 16 - April 15 |
| March 8 - 15 | April 16 - Aug. 14 |

PBA shall be given a copy of the Home volunteer lists as soon as they become available.

22.2 When assigning off duty police officers to voluntary Home overtime work, the Chief will make such assignments from the applicable list by seniority order, on a rotating basis, of the officers in the rank for which the work is to be assigned.

22.3 Refusal of such an offered overtime assignment shall result in the officer being charged as if he had performed the overtime assignment. Three refusals of offered overtime (for reasons other than pre-scheduled paid time off or valid physical disability) within the life of any list shall result in that officer's being ineligible for inclusion on the next list. Officers refusing an

offer of voluntary Dome overtime must do so within 24 hours of the offer or they likewise will be ineligible for Dome overtime during the life of the following list (this shall not apply when the officer fails to perform the assigned overtime because of valid physical disability or provable and valid emergency, e.g., death in family).

22.4 The City and PBA recognize that because of vacations, sickness, inability to locate an employee, administrative error or other reasons, full equalization will not be achieved at any given time. However, where an officer is missed for any such reason, the officer will be given preference for future Dome overtime until he is relatively equalized, as soon as practicable.

22.5 The minimum call-in time for off duty police officers for Dome work shall be four hours; except that it shall be six hours for Dome football games during the life of this agreement.

22.6 The City may use non-city employees for performances of Dome overtime work (i.e. traffic control) provided that when, and to the extent that, City employees are utilized, police officers who have indicated, by signing overtime Dome duty volunteer lists, a desire to work such duty shall be given preference before other City employees can be assigned.

In the event of the death of a police officer's mother, father, spouse, child, brother or sister or any other relative residing in the officer's immediate household, the city will reimburse (no deduction from regular pay) police officers for actual loss of time from their scheduled work on any of the four consecutive calendar days beginning on the day following the date of death; provided in all cases that the police officer actually attends the funeral. Said leave does not have to be taken in a continuous block of time-off, should circumstances require additional flexibility. Officers not on duty shall not lose their full entitlement to bereavement leave. Subject to the same conditions set forth above, the city will reimburse police officers for actual loss of time from their scheduled work on any of the three consecutive calendar days beginning on the day following the date of death of the police officer's mother-in-law, father-in-law, brother or sister-in-law, son or daughter-in-law or grandparent or grandchild. The city is entitled to reasonable verification of the death and the officer's attendance at the funeral. Days off need not be granted in the event of a city-wide emergency (e.g. a riot).

FUNERAL PAY

ARTICLE 23

24.3 Effective January 1, 1999, there shall be an off-wheel vacation day adjustment and two additional days awarded. The off-wheel personnel will receive 8 hours of compensatory time each month for a total of ninety-six (96) hours per year. All hours are to be prorated for employees that switch to the off-wheel

Each police officer not assigned to the 4-2 work schedule will be credited with 6 additional bonus hours per month. Officers who transfer to and/or from said 4-2 shift shall be entitled to pro-rate said additional hours.

24.2 Effective June 1, 1994 each police officer assigned to the rotating work schedule shall be scheduled for a total of 243.00 days on an annual basis. This schedule shall be implemented through a 4-2 work schedule.

24.1 The City shall continue to make free parking available in the North garage for on duty officers for the duration of the agreement. Such parking privileges are available to police officers only and not to their family members.

In the event that the North garage is no longer available then free parking shall be provided at either the On-center Garage or at the MONY Garage, the job site, or at the roll call site if roll call occurs at a site other than the Public Safety Building.

MISCELLANEOUS PROVISIONS

ARTICLE 24

1) An Emergency Sick Leave Board consisting of three (3)

B. Emergency Sick Leave Board

The City and the Association, realizing the economic effects of a long term illness on any Employee, have joined together in establishing a voluntary emergency Sick Leave Bank. All Employees who are represented by the Bargaining Unit of the Association and have completed at least one (1) year of continuous City service, shall be eligible to join. Membership is earned when an Employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

A. Eligibility

EMERGENCY SICK LEAVE BANK

ARTICLE 25

schedule during the calendar year. [Explanation: This is an increase of 24 hours; 8 hours from the vacation day being converted to compensatory time to equal out all vacation schedules, and 16 hours coming from two additional days that the January 1, 1998 through December 31 Interest Arbitration Award provides.]
24.4 The parties agree to continue the existing experimental drug testing agreement subject to the duration clause set forth therein.

members (Trustees), of the Bargaining Unit, shall be appointed by the Association President for a term coinciding with the term of the President.

2) The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it, within ten (10) working days.

3) Decisions by the Board are final, subject to City approval that the Board acted in compliance with Section d. (1) of this Article. If the City rejects the Board's determination and finds that the Board did not act in compliance with d. (1), the dispute will immediately be filed with the rotating permanent panel of arbitrators presently in place for a hearing and final determination.

C. Contributions

1) All completed Emergency Sick Leave Bank Contribution forms must be received by the Board by the first of February each year or on dates mutually agreed to between the Association and the City.

2) Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms applied to them by the Association.

- 1) An enrolled member who has exhausted all of his/her accumulated furlough credits and is suffering from a prolonged or disabling illness or mental incapacitation and is not entitled to benefits as defined in Section 207-c of the General Municipal Law is eligible to apply to the Sick Leave Bank. When applying for Emergency Sick Leave the Employee shall simultaneously request Extended Sick Leave. A completed "Application for Emergency Sick Leave Bank Benefits" form shall be provided to the Board with any documentation deemed necessary by them with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reasons, including improper use of accumulated time credits, i.e., suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.
- 2) After finding that the application meets the

D. Eligibility For Benefits

- 3) When the board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, they will notify each member of this fact in writing, and will request a further contribution of one (1) or more days. Membership in the bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

Effective January 1, 1998, the penalty for involvement in a preventable accident is to be based on the amount of damage the

ACCIDENT REVIEW COMMITTEE

ARTICLE 27

The City and PBA agree that beginning January 1, 1999, the department will revert back to utilizing the seniority point system that was in effect prior to June 1, 1995. Specifically, for promotional exams a member will be given 0.1 (one tenth) points per every three months of service, for a total of 0.4 (four tenths) points per year. (Example: A member with ten years and three months of civil service time will receive 4.1 points.)

SENIORITY

ARTICLE 26

If after making its original determination it is found that a member's recovery shall require more than twenty (20) working days, the board shall reconvene to determine renewal of the application for up to an additional twenty (20) working days. However, the maximum number of days the Board may allocate for any one illness shall not be more than one (1) work year.

E. Renewal of Application

requirement described above, the initial application may be granted for up to twenty (20) working days.

The Accident Review Committee will have three options in determining the validity of an appeal: (1) They may uphold the appeal to the committee.

but not vote except to break a tie. The appellant must attend the appeal hearing and with the assistance of the PBA, shall present Police will choose the Chairperson, who shall run the meetings, PBA and three will be selected by the department. The Chief of a chairperson. Three committee members will be selected by the The accident review committee will consist of six persons and

an appeal (through the PBA) to the chief's office. (14) days from receipt of the determination within which to file determination/penalty assessment, the officer will have fourteen In the event that an officer desires to appeal a preventable

| | | |
|-----------------------------|---|-----------------|
| Written Reprimand | = | \$1,500.00 |
| Loss of one Furlough Day | = | \$2,000.00 |
| Loss of Two Furlough Days | = | \$4,500.00 |
| Loss of Three Furlough Days | = | \$8,000.00 |
| Loss of Four Furlough Days | = | \$11,000.00 |
| Loss of Seven Furlough Days | = | \$11,000.00 + = |

(Less than)

assessed for a preventable accident. committee in determining the number of furlough days to be chart will be utilized by the department and the accident review the accident review committee is exhausted. The below listed penalty will be enforced until the officer's right to appeal to patrol vehicle sustains in the accident, and no other factor. No

The City shall not be bound by any obligation or requirement that is not specifically set forth in this Contract, except to the extent that the same may have been, or may be modified and/or

ENTIRE AGREEMENT

ARTICLE 28

pending appeal. The aforesaid chart will be utilized for any cases currently compensatory time for travel. For attending an appeal's hearing, plus one additional hour of of the accident review committee will receive compensatory time department. (Arbitration is not available). Each off-duty member officer desiring to challenge a preventable determination by the accident review committee is the sole option available to an binding upon the department, the officer and the PBA. The The finding of the accident review committee is final and assessed. in which event, the officer is then cleared with no punishment preventable determination and find the accident non-preventable, penalty to a written reprimand; or (3) they may reverse the from leaving the original penalty in place, to reducing the assess whatever penalty it determines to be appropriate ranging with mitigating circumstances, in which case the committee may Committee may determine that the accident was preventable, but preventable determination and leave the penalty intact; (2) the

This contract shall be retroactive to the 1st day of January, 1998, and shall remain in full force and effect until the 31st day of December, 1999. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least one hundred fifty days prior to the termination date or anniversary thereof, that it desires to terminate or

TERMINATION AND MODIFICATION

ARTICLE 30

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.

STATUTORY PROVISION

ARTICLE 29

Neither the city nor the PBA will be clarified by side letter. Negotiate on any matters or subjects, whether or not covered by this contract, prior to 180 days before the termination date of this contract. However, the parties may, by mutual agreement, modify, delete or add to the provisions of this contract during its term; but no such supplemental agreement or understanding will be binding on the parties unless approved in writing by the Mayor and the PBA.

modify this contract.

IN WITNESS WHEREOF, the City and PBA, by their duly authorized representatives, have executed this contract on the 15 day of August, 2000, at Syracuse, New York.

DATED:

DATED: July 27, 2000

[Signature]
City of Syracuse
[Signature]
Syracuse PBA

