

Memorandum Of Agreement

The City of Syracuse ("City") and the Syracuse Police Benevolent Association, Inc. ("Association") hereby agree as follows (the "Agreement"):

1. The City shall implement wage increases of three percent (3%) effective January 1, 2006, and three percent (3%) effective January 1, 2007 for the members of the bargaining unit; retroactive payments, and their timing, shall be governed by Paragraph 9.
2. Effective January 1, 2007, the cash portion of the uniform allowance available to officers (in the amount of \$700 per annum) shall be folded into each officer's base wages and no longer paid as a separately denominated uniform allowance. The parties agree to acknowledge in a side letter that the cash portion of the uniform allowance has been folded into base wages at the Association's request so that the history of the uniform allowance is preserved. The voucher portion of the uniform allowance (in the amount of \$500) shall continue unchanged.
3. The parties agree to re-designate two of the current holidays under the parties' CBA -- July 1st and the "floating holiday" -- as officially recognized State holidays.
4. The parties agree to meet and reduce the mandatorily negotiable elements of a General Municipal Law § 207-c procedure to writing within 30 days of this Agreement. If the parties are unable to agree, that procedure shall be submitted to single issue interest arbitration under the Taylor Law.
5. Consistent with § 209-a.1(e) of the Civil Service Law, the City agrees that until such time as a 2008 (or 2008 and beyond) collective bargaining agreement is reached either through negotiations, or imposition, it will abide by the disciplinary procedures set forth in the existing collective bargaining agreement, notwithstanding the decision in In the Matter of Town of Orangetown, and In the Matter of Patrolman's Benevolent Association of the City of New York, 6 N.Y.3d 563 (2006), it being understood and agreed that the parties reserve their respective rights and arguments relating to the applicability of In the Matter of Town of Orangetown, and In the Matter of Patrolman's Benevolent Association of the City of New York, after such time.
6. The Parties agree that health insurance contributions for active employees shall be doubled, effective upon the execution of a successor CBA or June 1, 2007, whichever is earlier. As a result, employees will pay \$30 per pay period for 26 pay periods for family coverage and \$15 per pay period for 26 pay periods for individual coverage from the effective date of the change.
7. (a) Concerning retiree health insurance coverage, individuals who retire after the execution of this Agreement (including those individuals who retire after execution of this Agreement and prior to the execution of a successor CBA or before June 1, 2007) will be eligible

for retiree health insurance at the following contribution levels: \$60 per month for family coverage and \$30 per month for individual coverage (for individuals who retire subsequent to December 31, 2007, the foregoing will apply unless different arrangements are agreed to or imposed in future interest arbitrations).

(b) Also for individuals who retire subsequent to the execution of this Agreement, the parties further agree that the City retains the right to implement retiree health insurance plan design changes and to adjust co-payments and deductibles and out-of-pocket costs on terms that are commensurate with plan design changes and co-payments, deductibles, and out-of-pocket costs for active employees. (The Association acknowledges that actives and retirees have different plans and, therefore, language to this effect shall be included in the successor CBA and shall be broadly construed to give the City the right to make changes that are similar to those made for actives under the active health insurance plan in effect for active employees; such changes do not have to mirror the active plan or plans in areas where the plans differ as long as the plan design changes for both actives and retirees are commensurate on the whole). Retiree health benefits under this Agreement will also be coordinated with Medicare eligibility and any other social insurance program that may subsequently become available, with Medicare and any other social health insurance being primary at all times.

(c) Eligibility for retiree health benefits is at all times subject to the eligibility criteria set forth in the attached Exhibit A, which the parties have previously agreed to and which will be included in the parties successor written CBA.

(d) This Agreement will have no effect on retirees receiving health insurance coverage as of the date of this Agreement; existing retirees as of the date of this Agreement will be subject to the agreements and arrangements in place which pre-date this Agreement.

8. The term of this Agreement shall be two years, calendar years 2006 and 2007.

9. The parties agree to meet and expeditiously reduce to writing a successor CBA embodying the terms of all unincorporated interest arbitrations and memoranda of understanding between them to date. Retroactive wage increases, and increases to health insurance contributions, shall all be effective on the date of the execution of a successor CBA or June 1, 2007, whichever is earlier.

In recognition of the foregoing agreements, the parties have executed this Memorandum of Agreement on the 17th day of April 2007.

Syracuse Police Benevolent Ass'n, Inc.


Jeffrey Piedmont, President

The City of Syracuse


Hon. Matthew J. Driscoll, Mayor

Exhibit A

The following are the criteria for retiree health insurance:

1. he/she must have 10 years of employment (full or part-time) with the City of Syracuse;
2. he/she must be eligible to retire with a pension from the NYS Police and Fire Retirement System;
3. he/she must immediately collect the pension upon leaving City payroll; and
4. he/she must be currently enrolled in the City's health plan.