

November 26, 2019

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Syracuse (“City”) and the Syracuse Police Benevolent Association, Inc. (“PBA”) are parties to a collective bargaining agreement for the period 1998-1999;

WHEREAS, since the expiration of the 1998-1999 collective bargaining agreement, the City and the PBA have been parties to a series of interest arbitration awards and memoranda of agreement, all of which concern the terms and conditions of employment for PBA bargaining unit members for the period 2000 – 2017 (collectively, the “Agreement”);

WHEREAS, the parties have been engaged in negotiations for a collective bargaining agreement for the period commencing on January 1, 2018 (“Successor Agreement”);

WHEREAS, the parties have now reached a tentative agreement regarding a Successor Agreement;

NOW THEREFORE, the parties agree as follows:

1. The term of the Successor Agreement shall be January 1, 2018 through June 30, 2022.
2. Wage Increases
 - 2018 – 2.5% general wage increase retroactive to January 1, 2018;
 - 2019- 2% general wage increase retroactive to January 1, 2019;
 - 2020- 2% general wage increase effective January 1, 2020;
 - 2021- 2% general wage increase effective January 1, 2021.
 - 2022 – 2% general wage increase effective January 1, 2022.

Retroactive payments for the year 2018 shall be paid to all members who were active that year. There shall be no 2019 retroactive payments, for members who retired in that calendar year. All other retroactive payments shall be paid to current active members within 45 days of mutual ratification of the contract.

3. Health Insurance Contributions
 - Health Care contributions for current members shall increase \$15 per month for single coverage to \$115 a month and increase \$30 a month for family coverage to \$230 a month.
 - All members hired following the date of mutual ratification of the contract shall pay 15% of the annual premium equivalent for single and family coverage.

- Retirees will lock in at the annual rates for coverage at their time of retirement.
- Health Insurance Contribution increases shall be effective the same date the salary increases take effect.

4. Rank Differential- effective January 1, 2020.

Rank	Current	New (less than 3 years in the position)	New (3 or more years in the position)
Sgt.	77,670	85,000	89,500
Lt.	84,436	94,000	99,000
Capt.	91,226	104,000	109,000

5. Sick Leave :

- Effective January 1, 2018:
 - If a member has reached the cap of 130 sick days, has two or less sick instances totaling five or less sick days used within a calendar year, the officer may sell back five sick days at the end of the calendar year.
- Effective January 1, 2020:
 - Sick days shall be reduced to:
 - 1-9 years of service: 20 days
 - 10+ years of service: 26 days
 - The annual Sick Leave Incentive shall be paid quarterly.
 - Sick days will accrue on a pay period basis.
 - If a member has more than two instances of sick leave within a rolling six month period, a doctor's note is required to return to work.
 - If a member calls in sick, and cannot produce a doctor's note, they will be ineligible for voluntary overtime for a period of 24 hours. The member may apply to the Chief's office for a waiver, which he may grant at the Chief's discretion.

Retroactive payments shall be paid to current active members only.

6. Education, Language or Military Incentive- effective January 1, 2018

- Members who can demonstrate they have completed higher education, are fluent in a second language or have military veteran service are eligible for this incentive. Members are eligible for only one incentive, which shall be paid out at a percentage of the Step 5 base salary, as listed below. Military incentive eligible only to honorably discharged veterans or members currently in the reserves and in good standing.
- The Chief or Deputy Chief shall determine relevancy of graduate degrees, and such determinations are not subject to grievance or arbitration.

- The minimum proficiency level to qualify for language fluency shall be “intermediate high” as defined by The American Council on the Teaching of Foreign Languages (ACTFL). Members seeking the Language Fluency Incentive shall be tested by an independent third party to determine they meet the minimum proficiency level.
 - Associate’s Degree: 1.5%
 - Military Veteran: 2%
 - Bachelor’s Degree: 3%
 - Graduate Degree: 3.5%
 - Language Fluency: 3.5%
7. Longevity- effective 1/1/18 for current members.
- Eliminate the current longevity scale and replace with the following longevity payments:
 - 6- \$500
 - 11-\$1000
 - 16- \$2000
 - 21- \$10,000
8. Residency
- All incoming members following the mutual ratification of this contract shall be required to live in the City for a period of five years, within six months of their date of graduation. Members must provide adequate proof of residency to the Office of Personnel, and the five year period will begin the date the residency proof is submitted. Lateral transfers are excluded.
9. Duty and Shift Assignment
- Should a member of the bargaining unit have his/her regularly scheduled work day and/or rest day involuntarily switched for non-critical, non-exigent, non-emergency reasons, as defined by the Chief or their designee, the member shall be entitled to double time and double comp time off for each hour of the switch.
10. Furlough Time
- The City will allow members to carryover, for a single calendar year, up to five furlough days if the member can demonstrate four or more time off request denials within the same calendar year. The member is required to produce a memo from their Lieutenant for each denial or authorization for carryover from the member’s Bureau Chief. This time may not be carried over beyond the subsequent calendar year from the time it was accrued.
 - Effective immediately, eliminate all furlough time awarded to first year members and replace with twelve bonus days.
11. Comp Time, Off the Wheel
- Effective upon mutual ratification of the contract, all non-wheel members shall receive eight hours per month of compensatory time for being off the wheel regardless of their starting date.

12. Y days – effective immediately upon mutual ratification of the contract.
- Y days may only be used Sunday through Thursday.
13. Schedule Pilot
- When the department reaches a staffing level of 450 officers the City and the PBA agree to launch a one-year pilot program to test a 4/3/4/4 10-hour shift schedule. The pilot program will commence January 1st of the next calendar year and sunset January 1st the following year. The pilot program shall be reviewed by the City once the year has lapsed. If the City determines the Program is not effective, the City will revert back to the previous schedule.
14. Except as set forth above, all other proposals advanced in negotiations are hereby withdrawn.
15. The City and the PBA are parties to a pending action in Onondaga County Supreme Court, *City of Syracuse v. Syracuse Police Benevolent Association, Inc.*, 006869/2019), (“Action”). In the Action, the City contends, *inter alia*, that all terms negotiated between the parties that relate to discipline of PBA bargaining unit members including, without limitation, Article 11 of the Agreement, are null and void. To date, the PBA has not submitted a response in the Action due to Court approved extensions. The parties hereby reserve all of their respective rights and arguments with regard to the issues raised in the Action.
16. Except as modified herein and as indicated immediately above in paragraph 15, all other terms of the Agreement continue in effect.

**SYRACUSE POLICE BENEVOLENT
ASSOCIATION, INC.**

By: Jeffrey Piedmonte
Jeffrey Piedmonte, President

Dated: 11-26-2019

CITY OF SYRACUSE

By: Ben Walsh
Ben Walsh, Mayor

Dated: 11/26/19