

~~1998 - 1999~~

2016 - 2017

LABOR AGREEMENT
BETWEEN
THE SYRACUSE POLICE BENEVOLENT ASSOCIATION, INC.
AND
THE CITY OF SYRACUSE

[3300607.4 6/7/2019](#)

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PREAMBLE

This is a Labor Contract effective January 1, ~~1998~~2016 and terminating midnight December 31, ~~1999~~2017 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”).

ARTICLE 1

RECOGNITION AND APPLICATION OF CONTRACT

1.1 Collective Bargaining Unit

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.

1.2 Application of Contract

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

ARTICLE 2

OBLIGATIONS OF THE P.B.A AND CITY

2.1 No Discrimination

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

(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.

2.2 No Strike

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.

ARTICLE 3

AGENCY SHOP & CHECK-OFF OF DUES

3.1 Check-off of Dues

Pursuant to Section 208 of the Civil Service Law the City 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.

3.2 Amount to be Checked-Off

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.

3.3 Indemnity

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 Article 3.

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

4.4 Pay for Officer Days

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.

4.5 Release of Scheduled Duty for PBA Meetings

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

- (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.

ARTICLE 5

SALARIES AND WAGES

5.1 Salary and Wage Increases

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~~ 2016, and retroactive to that date, a Public Safety Wage Adjustment of 2% will be added to the base salary schedule for all unit members as set forth in the salary schedule appended to this contract as Appendix A.

Effective January 1, 2017, and retroactive to that date, a Public Safety Wage Adjustment of 2% will be added to the base salary schedule for all unit members as set forth in the salary schedule appended to his contract as Appendix A.

5.2 Advancement for Officers

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.

5.3 Longevity Pay

~~Effective January 1, 1999, longevity payments shall be made as follows:~~

Longevity payments shall be made commencing at six (6) years in the amount of \$300 with \$100 added for each additional year, up to a maximum payment of \$2200 which is attained at 25 years and is paid at that amount for each year of service beyond 25 years.

Effective December 31, 2017, the following longevity schedule will go into effect:

10 years—		\$500		
15 years—		\$700\$		
20 years—		\$900		
25 years—		\$1,100		
30 years	\$1,300	<u>Year</u>	<u>Rate</u>	
—				
<u>6</u>	<u>\$300</u>	<u>19</u>	<u>\$2,000</u>	
<u>7</u>	<u>\$400</u>	<u>20</u>	<u>\$2,200</u>	
<u>8</u>	<u>\$500</u>	<u>21</u>	<u>\$2,400</u>	
<u>9</u>	<u>\$600</u>	<u>22</u>	<u>\$2,600</u>	
<u>10</u>	<u>\$700</u>	<u>23</u>	<u>\$2,800</u>	
<u>11</u>	<u>\$800</u>	<u>24</u>	<u>\$3,000</u>	
<u>12</u>	<u>\$900</u>	<u>25</u>	<u>\$3,200</u>	

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<u>13</u>	<u>\$1,000</u>	<u>26</u>	<u>\$3,300</u>
<u>14</u>	<u>\$1,100</u>	<u>27</u>	<u>\$3,400</u>
<u>15</u>	<u>\$1,200</u>	<u>28</u>	<u>\$3,500</u>
<u>16</u>	<u>\$1,400</u>	<u>29</u>	<u>\$3,600</u>
<u>17</u>	<u>\$1,600</u>	<u>30</u>	<u>\$3,700*</u>
<u>18</u>	<u>\$1,800</u>		

* 30 plus years remains at the \$3,700 longevity schedule.

5.4 Night Shift Differential

~~An increment of 15 cents~~ A night shift differential of \$.085 per hour shall be ~~given to~~ paid for all ~~personnel for~~ work performed between the hours of ~~1600 and 0800~~ 4:00 p.m. and midnight (3rd platoon), provided at least ~~6~~ six hours per day ~~is~~ are worked during these hours on a regular shift basis. ~~Effective 1/1/95, said increment shall be 20 cents per hour.~~

A night shift differential of \$1.50 per hour shall be paid for all work performed between the hours of midnight and 8:00 a.m. (1st platoon), provided at least six hours per day are worked during these hours on a regular shift basis.

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.~~ will be paid as part of the regularly issued paycheck.

5.5 Rank Differential

Rank differential for each Non-Commissioned and Commissioned Officer in this bargaining unit (Sergeant, Lieutenant, Captain and Inspector) is included in the pay schedule for each member as set out at Appendix A.

5.6 Calendar Creep/Lag Payroll

As may be applicable in a particular year with twenty-seven paydays, calendar creep shall be eliminated by the City paying members of the bargaining unit with 27 bi-weekly paychecks consisting of 1/27th of the applicable yearly salary.

ARTICLE 6

UNIFORMS

6.1 Uniform Replacement

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.

6.1.2 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.

6.2 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.~~

A \$500 annual uniform allowance will be used for the purchase of uniforms payable through a voucher system based on a procedure mutually agreed upon between the City and the PBA.

Effective January 1, 2007, the \$700 per annum cash portion of uniform allowance was folded into each officer's base wages and no longer paid as a separately denominated uniform allowance.

6.3 DCJS Body Armor Vests

The City will provide a new DCJS approved body armor vest to each officer every five years. Officers will have their choice of state bid vests, however, the City will not pay more than the amount the City pays for state bid vests purchased by the Training Division for new hires.

ARTICLE 7

VACATIONS & HOLIDAYS

7.1 Vacations

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

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

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.

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~~ be paid for 13 legal holidays, whether or not such member shall be required to work on such days. Each holiday will be paid as part of the regularly issued paycheck. 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 1st, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, and ~~July 1st, as well as one additional paid one "floating" 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;

(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.

ARTICLE 8

OVERTIME PAY

8.1 Overtime

~~It is further agreed that all members shall be paid cash at the rate of~~ An Officer's salary shall be divided by 2080 to determine the Officer's regular rate of pay (for both wheel and non-wheel Officers) for overtime purposes. Overtime shall be paid at time and one-half the Officer's regular rate for all ordered overtime work except as provided in Section ~~8.4~~8.3.

8.2 Court Appearance

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 in any one day shall be paid hour for hour at the rate of time and one-half. An officer scheduled for

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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.~~

~~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.~~

~~8.4 Compensatory Time Earned After Jan. 1, 1989~~

8.3.1 ~~8.4.1~~ 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~~

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~~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. Compensatory time earned on or before January 1, 1989 is referred to as “old bonus.” Compensatory time earned after January 1, 1989 is referred to as “new bonus.”~~

8.3.2 Comp Time Payment Window for Officers Near Retirement Eligibility. For Officers who are not retirement eligible as of April 30, 2012, but who have a hire date of 1995 or earlier, the City will pay 100% of the New Bonus Time accruals up to 960 hours; 50% of the New Bonus Time accruals between 960 and 1,500 hours; and 25% of the New Bonus Time above 1,500 hours, at the 2010 wage rate for the Officer’s rank at retirement, provided the Officer retires within 18 months of becoming retirement eligible. (Under this provision, the first 960 hours of New Bonus Time will be paid at 100% of the 2010 rate; the next 540 hours will be paid at 50% of the 2010 rate; and any remaining hours will be paid at 25% of the 2010 rate.) Officers who are not retirement eligible as of April 30, 2012, but who have a hire date of 1995 or earlier, and who do not retire within 18 months of becoming retirement eligible, will have their New Bonus Time accruals paid in accordance with Paragraph 8.3.3 upon separation for any reason subsequent to the 18 months after they become retirement eligible.

8.3.3 New Bonus Time Bank Payment Caps. The hard cap on New Bonus Time accrual and payouts when an Officer who is employed by the City separates from service for any reason (including but not limited to retirement, resignation, or termination for any reason by either the employee or the City) is as follows:

<u>Current Comp Time Accrual as of 12/31/12</u>	<u>Payout Cap</u>
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<u>Officers with Current Comp Time Accruals below 480 as of 12/31/12</u>	<u>480 Hours</u>
<u>Officers with Current Comp Time Accruals between 480 and 720 as of 12/31/12</u>	<u>720 Hours</u>
<u>Officers with Current Comp Time Accruals above 720 as of 12/31/12</u>	<u>960 Hours</u>

These caps will not apply to eligible Officers who timely retire in accordance with Paragraph 8.3.2 above but will apply to all other officers who separate from service for any reason at any other time.

8.3.4 Accrual of New Bonus Time for Off-Wheel Officers -- 2013 and Prospectively.

<u>Officer</u>	<u>Bonus Time Accrual for 2013 and Beyond</u>
<u>Officers hired on or after October 15, 2012</u>	<u>48 Hours of Bonus Time for Off-Wheel Assignment (4 hours accrued per month).</u>
<u>Officers hired on or after October 15, 2012 who are at or above their hard cap per Paragraph 8.3.3 as of January 1 of any calendar year</u>	<u>48 Hours of Bonus Time for Off-Wheel Assignment (4 hours accrued per month) to be used within the calendar year or paid out at year-end at one-half the Officer's hourly rate for all unused Bonus Time that remains from the 48 hour yearly accrual; all Bonus Time under this provision will be paid out at the half time rate or used in the year it is accrued.</u>
<u>Current Officers as of 12/31/12 who are below their hard cap per Paragraph 8.3.3 as of January 1 of any calendar year</u>	<u>96 Hours of Bonus Time for Off-Wheel Assignment (8 hours accrued per month).</u>
<u>Current Officers as of 12/31/12 who are at or above their hard cap per Paragraph 8.3.3 as of January 1 of any calendar year</u>	<u>96 Hours of Bonus Time for Off-Wheel Assignment (8 hours accrued per month) to be used within the calendar year or paid out at year-end at one-half the Officer's hourly</u>

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rate for all unused Bonus Time that remains from the 96 hour yearly accrual; all Bonus Time under this provision will be paid out at the half time rate or used in the year it is accrued.

The denial of the opportunity and/or lack of opportunity to use accrued Bonus Time under this provision shall not be subject to the grievance procedure. The payout at one-half of the Officer's hourly wage rate shall be the exclusive treatment for unused off-wheel Bonus Time accrued during any year employees are above their hard cap and are unable to use off-wheel bonus time accrued during that calendar year under this provision.

8.3.5 Burn Down of Current Accruals Above the Hard Cap Per Paragraph 8.3.3 Upon Separation. Current officers with New Bonus Time accruals above their hard cap under Paragraph 8.3.3 will be allowed to burn down accruals to their hard cap limit per current practice. Terminal leave is not permitted and officers cannot burn down their accrued time in a large block or blocks and then receive a final paycheck and then separate from service. Payouts upon separation shall not exceed the accrual caps set forth in this Agreement. The current burn down practice includes utilizing up to a day or two per week of time, provided the Department can cover those absences without incurring excessive overtime or operational hardship.

8.4 Sergeants Report Collection Time.

Each Sergeant assigned to the Patrol Division shall be paid on an annual basis in September of each year for forty (40) hours at the overtime rate of time and one-half (1.5) for time spent on report collection.

~~8.4.2 Effective January 1, 1999 Compensatory Time Earned After Jan. 1, 1989~~

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

8.5 ~~8.5~~ Call-In Time

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.

ARTICLE 9

HOSPITALIZATION, MEDICAL PLAN AND DENTAL PLAN

9.1 Group Medical Insurance

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

~~Effective January 1, 1999, the~~ The employee contribution for family medical coverage will increase to ~~\$25.00~~ 200.00 per month and the contribution required for officers enrolled in employee only coverage will become ~~\$10.00~~ 100.00 per month with the City paying the additional costs of such coverage.

9.2 Group Plan in Effect

The City shall continue to provide the same benefit plans presently provided to the PBA, along with the present enhancements that the City extends to other City employees.

The City may change the present Group Medical Insurance Plan 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.

Effective January 1, 2004: (i) all bargaining unit employees shall be in the same PPO plan, subject to the provision of this Agreement; (ii) a vision plan will be implemented for active employees and families, the terms of which are to be agreed upon; and (iii) any changes in the Health Plans now in effect may not be changed absent the consent of the Union.

The co-pays for generics shall be \$0 and co-pays for brand name drugs shall be \$25. The co-pay for doctor visits shall be \$25.00.

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 individual~~ coverage will pay ~~\$4.35-8.35~~ per month for such coverage with the City paying the remainder of such cost. Employees who elect family coverage will pay ~~\$11.525-16.52~~ 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~~ 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. The orthodontic benefit level shall be \$1,200.00

Effective ~~January 1~~ August 1, 1999 2009, the annual per person dental benefit ~~will be capped at \$1500.00~~ cap of \$1500.00 shall be removed.

9.4 Retirees

9.4.1 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.

9.4.2 An employee will be eligible to receive medical insurance at the time of retirement if the following criteria are met:

(a) He/she must have 10 years employment (full or part-time) with the City of Syracuse;

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(b) He/she must be eligible to retire with a pension from the NYS Police and Fire Retirement System and/or New York State Employees Retirement System;

(c) He/she must immediately collect the pension upon leaving City Payroll;
and

(d) He/she must be currently enrolled in the City's health plan.

9.4.3 Individuals who retire after April 17, 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. This will have no effect on retirees receiving health insurance coverage prior to April 17, 2007; these retirees will remain subject to the agreements and arrangements which were previously in place. Individuals who retire after July 1, 2015, will pay \$200 per month for family coverage and \$100 per month for individual coverage.

9.4.4 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.

9.5 Widows and Orphans

For any line-of-duty death of a unit member, health insurance shall continue at no charge until children reach emancipation age and for spouses until such time as they re-marry.

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 grievance involves an alleged violation by the City of an express provision of this Contract, then the Association may submit the grievance in writing (copy to the City) to the currently agreed upon rotating panel

(hereinafter referred to as the “panel”), to resolve the grievance. The decision of the arbitrator shall be final and binding on both parties to this Contract. The fees and expenses of the arbitrator shall be shared equally by the City and the Association, except that neither the City nor the Association shall be liable for the expense of any arbitration for any member of the bargaining unit who is not a member of the Association at the time the grievance occurs, where such arbitration has not been initiated by the Association, except and to the extent required by law.

10.2 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 higher authority, nor to imply any obligation on the City which is not specifically set forth in this Contract. Awards may not be retroactive beyond two weeks prior to service of the written grievance on the City.

10.3 Time Limitations

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

ARTICLE 11

DISCHARGE AND DISCIPLINE

11.1 Procedure in Disciplinary Disputes

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Consistent with § 209-a.1(e) of the Civil Service Law, the City agrees that until such time as a 2011 (or 2011 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.

In the event of a dispute concerning the discipline or discharge imposed upon a police officer, the following procedures 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. Failure to make a timely election shall automatically mean that the procedures of Section 75 of the Civil Service Law shall be followed, and there shall be no right to arbitration under the provisions of this Agreement. If the officer waives his section 75 rights and makes a timely election for arbitration, then the remaining step will be followed. If an employee has been

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suspended without pay he may waive his Section 75 rights and demand arbitration immediately. In such a case, within 72 hours the City shall serve a description of the charges on which it relies for the discipline sought.

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

11.2 Effect of Election

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

11.3 Departmental Investigation

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 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.

11.6 Record of Discipline

Written reprimands (and writings evidencing verbal reprimands) shall be purged from an officer's official personnel folder, twenty-four months after issuance.

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

11.7 Procedure

The City and the PBA agree to the following procedure with respect to the disciplinary cases in which the officer elects arbitration rather than the Section 75 proceeding.

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

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

ARTICLE 12

PROMOTIONAL LISTS

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.

ARTICLE 13

RETIREMENT PLAN

13.1 City Obligation

The City agrees that it will continue to provide the twenty year retirement plan, now in effect, for all members of the bargaining unit with the practices heretofore prevailing. The one year final average salary option specified in the Retirement and Social Security Law, Section 302 subd. 9(d) shall be continued.

Additionally, the City shall make available the program established by Section 375-i of the New York State Retirement Law. Effective January 1, 1994 the City shall adopt the benefits

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set forth in Section marked 384(e) of the New York State Retirement and Social Security Law (Policemen's and Firemen's Retirement System) for members of this collective bargaining unit. On December 31, 1994 the City will withdraw from Section 384(e) thereby placing unit employees hired after that date in section 384(d). This withdrawal will take place at such date closest to December 31, 1994 as allowed by the New York State Retirement System to accomplish the purpose intended.

13.2 Limitation on City Liability

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

ARTICLE 14

GROUP LIFE INSURANCE

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

	<u>Life</u>	<u>AD&D</u>
All active members and all retired members under 60	\$25,000.00	\$10,000.00
All retired members age 60 after 1/1/70 <u>and older</u>	\$5,000.00 <u>\$10,000.00</u>	-----
All retired members age 60 prior to 1/1/70	\$1,000.00	-----

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.

ARTICLE 15

MANAGEMENT RIGHTS

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 subunits 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.

ARTICLE 16

RIGHTS OF EMPLOYEES

16.1 Status

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.

16.2 Public Trust

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.

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

(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.

(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.

(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.

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

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

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

(j) In non-criminal cases where infractions are nevertheless of a serious character, the individual shall have an opportunity to consult within 24 hours with his counsel and/or Association representative, if he so requests, before being questioned or before being required to make a written statement concerning matters other than matters relating to the performance of his official police duties. This clause is not to be interpreted in such a manner as to prevent questioning of individuals by superiors, or to prevent supervisors from requiring that written reports be filed at any time, with respect to the conduct of police officers in the normal course of business, and will not generally apply to such information gathering by officers below the third level of supervision (e.g., sergeants and platoon commanders). No representative provided by the Association shall act in such capacity while on duty. It is understood that the rights herein granted will not be used to unduly delay the expeditious disposition of investigations of conduct. Where an employee is required to submit a written report in less than 24 hours under protest after being so ordered, questions concerning interpretation of this subsection (j) shall be subject to arbitration in the same proceeding as that involving the discipline.

(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.

(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.

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 request for a specific assignment is not acted upon, he will, upon request, be given the reason therefore and, if known, the time when action will be taken; and
- (c) provided further that when an assignment has been made, an individual who has submitted a prior request and is not selected will, upon request, be given the reasons within a reasonable time after assignment is made; and
- (d) no more than two requests shall be submitted each six months by an individual. The latest two requests received from an individual will supersede all others; and
- (e) the Association shall have the right to review such written requests for changes in assignment that have been submitted to the Department.

B. Possession of particular skills, aptitude or other qualifications by individuals will not be used to unreasonably "freeze" them in a duty or shift assignment, where they have requested transfer and they are otherwise qualified for such transfer when such an opening arises.

C. Personal and family situations may be considered in cases of bona fide individual hardship in duty and shift assignments.

ARTICLE 18

SCHOOLING AND TRAINING

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.

ARTICLE 19

NON-JOB RELATED SICK LEAVE

19.1 Members Employed Prior to 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.

19.2 Members Employed After December 31, 1974

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

<u>Service</u>	<u>Non-Job Related Sick Leave</u>
Up to the first of January following date of hire	10 hours per full month of service
from 1 to 5 years	160 hours per calendar year
from 6 to 10 years	200 hours per calendar year
from 11 to 15 years	240 hours per calendar year
16 years and after	280 hours per calendar year

The terms and conditions of this benefit shall be as follows:

- A. Unused sick leave may be accumulated up to a maximum of 1040 hours.
- 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 follows:

<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

19.3 General Conditions

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

19.4 Sick Leave Incentive Program

~~Effective January 1, 1999, a~~ A sick leave incentive program will apply to those officers who are on the active pay roll for the full calendar year involved. The sick time incentive program will be divided into ~~three separate blocks of four months each. An employee that does not call in sick during a four month block will be entitled to a payment of \$100. Example: An employee that calls in sick April 28, 29, and 30 does not receive \$100 bonus for that time period. If that employee calls in sick again on May 1 (beginning of a new time period), then they are ineligible for that second time period also. The total amount of cash incentive for the year is not to exceed \$300. Payments are to be made before March 1 of the following calendar year~~ four (4) separate quarters of three (3) months each; a unit member will receive \$300 for perfect attendance during each quarter. The Sick Leave Incentive will be paid as part of the regularly issued paycheck paid on the date closest to the due date of the aforementioned payments.

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

19.5 Sick Leave Sell Back

Police Officers shall be allowed to sell back to the City 250 hours of their accumulated sick leave at the prevailing Police Officers’ hourly rate at the time of retirement.

19.6 Family Sick Leave

Three (3) days may be used from sick leave accruals for family sick leave and these days are non-chargeable for purposes of the sick leave incentive.

ARTICLE 20

AUTOMOBILE ALLOWANCE

20.1 Allowance

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

20.2 Insurance Rider

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.

ARTICLE 21

SAVINGS CLAUSE

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.

ARTICLE 22

DOME VOLUNTARY OVERTIME LISTS

22.1 The Chief will post a list for sign-up by officers who desire Dome 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:

<u>Sign-up Period</u>	<u>For Overtime Dome Duty</u>
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 Dome volunteer lists as soon as they become available.

22.2 When assigning off duty police officers to voluntary Dome 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.

ARTICLE 23

FUNERAL PAY

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;

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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 grandparent-in-law or grandchild. The City will provide one (1) day for the death of an aunt or uncle. 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).

ARTICLE 24

MISCELLANEOUS PROVISIONS

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.

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.

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.

24.3 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 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.

ARTICLE 25

EMERGENCY SICK LEAVE BANK

A. Eligibility

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.

B. Emergency Sick Leave Board

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

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.

D. Eligibility For Benefits

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

E. Renewal of Application

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.

F. Furlough Donations

For those returning from Sick Bank:

- a. Cap of five (5) days;
- b. Deadline: Must be back to work by October 31st; and
- c. Seniority cannot be used to bump pre-scheduled time off.

ARTICLE 26

SENIORITY

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.)

ARTICLE 27

ACCIDENT REVIEW COMMITTEE

Effective January 1, 1998, the penalty for involvement in a preventable accident is to be based on the amount of damage the patrol vehicle sustains in the accident, and no other factor. No penalty will be enforced until the officer's right to appeal to the accident review committee is exhausted. The below listed chart will be utilized by the department and the accident review committee in determining the number of furlough days to be assessed for a preventable accident.

(Less than)	=	
\$1,500.00	=	Written Reprimand
\$2,000.00	=	Loss of One Furlough Day
\$4,500.00	=	Loss of Two Furlough Days
\$8,000.00	=	Loss of Three Furlough Days
\$11,000.00	=	Loss of Four Furlough Days
\$11,000.00+	=	Loss of Seven Furlough Days

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

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

The Accident Review Committee will have three options in determining the validity of an appeal: (1) They may uphold the preventable determination and leave the penalty intact; (2) the Committee may determine that the accident was preventable, but with mitigating circumstances, in which case the committee may assess whatever penalty it determines to be appropriate ranging from leaving the original penalty in place, to reducing the penalty to a written reprimand; or (3) they may reverse the preventable determination and find the accident Non-preventable, in which event, the officer is then cleared with no punishment assessed.

The finding of the accident review committee is final and binding upon the department, the officer and the PBA. The accident review committee is the sole option available to an officer desiring to challenge a preventable determination by the department. (Arbitration is not available). Each off-duty member of the accident review committee will receive compensatory time for attending an appeal's hearing, plus one additional hour of compensatory time for travel.

The aforesaid chart will be utilized for any cases currently pending appeal.

ARTICLE 28

JURY DUTY

All bargaining unit members who are required to serve on jury duty shall be relieved from their shift on that day and shall be paid their regular salary. Any stipend provided for service on the jury shall be remitted to the City.

ARTICLE 29

TRANSFER UPON DOWNSIZING

When a unit is downsized, eliminated or disbanded, members shall be transferred from the unit based on seniority, with the least senior member being the first to be transferred in the event of downsizing, elimination or the disbanding of a unit. In the event of such transfer, the members transferred shall be assigned to available shifts and/or assignments in accordance with their seniority, except for specialized assignments. Thereafter, seniority shall be utilized for all transfers to future available shifts and/or assignments, except for specialized assignments.

ARTICLE 30

INVESTIGATIVE ASSIGNMENT

1. Civil Service Law Section 58(4)(c) is gender neutral, applies to non-supervisory personnel only, and shall apply only to individuals who hold the Civil Service job title of Police Officer and who meet such other requirements as set forth below.

2. This Article applies only to those Police Officers who work in one of the following sections of the City's Police Department ("Department"): Criminal Investigations Division ("CID"); Special Investigations Division ("SID"); Family Services Division ("FSD"); the Gang Violence Task Force ("GVTF"); and the Intelligence Section ("IS"), termed

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collectively for purposes of this ruling as "Investigations". The parties acknowledge that these sections represent the current sections in the Department performing Investigations work and they may be subject to reorganization by the City. This section will apply to Police Officers assigned to Investigations in the event the Department is reorganized. Police Officers assigned to Investigations shall be identified as Detectives, notwithstanding whether they have received permanent designation as set forth in Paragraph 3 below. The parties agree that Police Officers identified as Detectives will not be deemed permanently designated unless and until they are designated as such in accordance with Paragraph 3 below. Police Officers in all non-Investigative assignments (including School Resource Officers) not actually performing detective duties within the meaning of Civil Service Law §58(4)(c) are not entitled under said statute to permanent designation as Detectives.

3. During the first eighteen (18) months of a Police Officer's assignment to "Investigations", the Police Officer may be transferred out of Investigations based on the reasonable determination of supervisory personnel of the City in accordance with the Parties' collective bargaining agreement and historical rules and practices, at which time the City will make a good faith effort to return said officer to the duty/shift assignment said officer had just prior to being transferred into Investigations, if immediately available. If such duty/shift assignment is not immediately available, the Police Officer may be transferred out of Investigations in accordance with the Parties' collective bargaining agreement and historical rules and practices. When a Police Officer has performed the duties of at Detective (while in Investigations) for a period in excess of eighteen (18) months, such Police Officer shall be permanently designated as a Detective, and shall be assigned to work in Investigations, subject to

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the City's staffing needs (in the City's sole discretion) and removal pursuant to Paragraph 5 below or Article 11 of the collective bargaining agreement. The eighteen (18) month eligibility requirement referred to in this paragraph requires eighteen (18) consecutive months of work on an active duty basis, subject to normal time off as approved by the City, it being understood the City will not attempt to defeat/ extend said eighteen (18) month period by rotating a candidate for permanent designation in and out of Investigations, for said purpose. Nothing contained herein shall interfere with the City's managerial right to determine the staffing needs of Investigations or the Department.

4. Transfers of personnel assigned to Investigations between and among sections or assignments within Investigations shall not be governed by this Article but shall be determined in accordance with the collective bargaining agreement and historical rules and practices of the Parties.

5. Notwithstanding any such permanent designation as set forth in Paragraph 3 above, the City shall have the authority to remove a Police Officer who has received a permanent designation as a Detective from the designation for performance based reasons and re-assign him/her to other duty/shift assignments, in accordance with the procedure set forth below, which shall be the exclusive procedure relating to any review of the City's decision to remove a Police Officer who has been permanently designated to work as a Detective in Investigations (absent unanimous agreement of the City, the Police Officer and the PBA):

a. Step One: The City shall provide written notice to the Detective of its intention to remove that Detective out of Investigations for performance based reasons. Such written notice shall provide the Detective with reasonable notice of the basis for the City's decision to seek such removal, it being understood the removal of a Detective from Investigations for other than performance based

reasons, i.e. for disciplinary reasons, shall continue to be governed by the procedures set forth in Article 11 of the parties' collective bargaining agreement.

b. Step Two: The Detective may either accept or reject the reasons set forth in the notice. Should a Detective reject such reasons, he or she may so notify the City in writing within five (5) days of receipt of the notice provided for in Step One. Such written rejection shall state the Detective's reason(s) for rejecting the removal.

c. Step Three: Within ten (10) days of receipt by the City of the Detective's Step Two notice, the City shall commence a review of the Detective's performance to assess whether the Police Officer can improve his or her performance, as deemed appropriate by the City, in the area(s) identified in the Step One notice. Such review shall contain written evaluative material from supervisory personnel relating to the Detective. Such written evaluative material shall be completed within forty-five (45) days of the City's receipt of the Detective's Step Two notice and a copy of such material shall be promptly provided to the Detective. Such written evaluative material shall conclude with one of the following three findings:

(1) DETECTIVE [NAME] TO BE REMOVED FROM DETECTIVE DESIGNATION AND ASSIGNED AS A POLICE OFFICER TO [INSERT DEPARTMENT];

(2) DETECTIVE TO REMAIN IN INVESTIGATIONS PENDING FURTHER REVIEW;

(3) DETECTIVE TO REMAIN IN INVESTIGATIONS WITHOUT FURTHER REVIEW.

Transfers from Investigations under subparagraph (1) immediately above shall be in accordance with the Parties' collective bargaining agreement and historical rules and practices.

d. Step Four: Should the Detective continue to reject the City's decision relating to removal, he/she shall so notify the City in writing within five (5) days of receipt of the City's decision and written evaluative material as provided in Step Three. Thereafter, the City shall commence a further review of the Police Officer in accordance with the procedures set forth in Step Three, except that such written evaluative material shall be due within ninety (90) days of the City's receipt of the Detective's Step Two Notice and the findings will be limited to either (1) or (3) as listed in Step Three.

e. Miscellaneous: With respect to all steps, all time frames may be adjusted based on agreement between the PBA and the City. The City's findings with

respect to its Step Four review following a Detective's rejection of a reassignment from Investigations for performance based reasons shall be final and binding and shall not be subject to challenge in any manner. Notwithstanding the foregoing, the PBA may commence a grievance on behalf of the Detective, except that the only issue for consideration by the arbitrator shall be whether the City complied with the procedures outlined in this Article and, if not, the Arbitrator may specify where in the procedure the Parties should be restored. The Arbitrator shall have no jurisdiction beyond these issues. As stated above, removal from Investigations for disciplinary reasons shall continue to be governed by Article 11 of the parties' collective bargaining agreement.

6. In all cases and irrespective of the procedures contained in this Article with respect to performance, the City shall retain all rights to discipline any Detective for just cause, in accordance with Article 11 of the parties' collective bargaining agreement.

7. An order by which a Police Officer is assigned to a duty/shift assignment pursuant to this Article shall be issued by the Chief of Police, the First Deputy Chief of Police or any Deputy Chief of Police.

8. Police Officers who receive permanent designation as a Detective in Investigations in accordance with this Article shall not receive any additional compensation or benefits of any kind as a result of such permanent designation subject to future negotiations between the Parties.

9. The City and the PBA shall each retain all rights except as may be limited by this Article.

ARTICLE 31

JOB POSTING

Applies to non-supervisory newly created positions.

~~ARTICLE 32~~~~ARTICLE 28~~

ENTIRE AGREEMENT

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 clarified by side letter. Neither the City nor the PBA will be required to 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.

~~ARTICLE 33~~~~ARTICLE 29~~

STATUTORY PROVISION

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.

~~ARTICLE 34~~~~ARTICLE 30~~

TERMINATION AND MODIFICATION

This Contract shall be retroactive to the 1st day of January, ~~1998~~2016, and shall remain in full force and effect until the 31st day of December, ~~1999~~2017. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least

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one hundred fifty days prior to the termination date or anniversary thereof, that it desires to terminate or modify this Contract.

IN WITNESS WHEREOF, the City and PBA, by their duly authorized representatives, have executed this Contract on the ____ day of _____, ~~2000~~20, at Syracuse, New York.

DATED:

City of Syracuse

DATED:

Syracuse PBA

APPENDIX A

SALARY SCHEDULE

	<u>2016</u>	<u>2017</u>
	<u>2% increase</u>	<u>2% increase</u>
<u>Entry Level</u>	<u>\$46,170</u>	<u>\$47,093</u>
<u>Step 1</u>	<u>\$57,160</u>	<u>\$58,303</u>
<u>Step 2</u>	<u>\$62,411</u>	<u>\$63,659</u>
<u>Step 3</u>	<u>\$64,385</u>	<u>\$65,673</u>
<u>Step 4</u>	<u>\$66,337</u>	<u>\$67,664</u>
<u>Step 5</u>	<u>\$68,787</u>	<u>\$70,163</u>
<u>Sergeant (25B)</u>	<u>\$76,147</u>	<u>\$77,670</u>
<u>Lieutenant (32A)</u>	<u>\$82,780</u>	<u>\$84,436</u>
<u>Captain (35A)</u>	<u>\$89,437</u>	<u>\$91,226</u>
<u>Inspector (36A)</u>	<u>\$97,181</u>	<u>\$99,125</u>

APPENDIX B

GENERAL MUNICIPAL LAW § 207-C POLICY

The parties agree to negotiate and recognize that if impasse results as to the attached Policy, this is an interest dispute under the Taylor Law.

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/7/2019 11:37:07 AM
Comparison Time	1.83 seconds
compareDocs version	v4.2.100.13

Sources	
Original Document	[#3300607] [v1] Labor Agreement
Modified Document	[#3300607] [v4] Labor Agreement

Comparison Statistics	
Insertions	277
Deletions	83
Changes	35
Moves	2
TOTAL CHANGES	397

Word Rendering Set Markup Options	
Name	[Rendering Set Name]
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	[Formatting options]
Changed lines	[Changed lines options]
Comments color	[Comments color options]
Balloons	[Use Balloons option only]

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True