

MEMORANDUM OF AGREEMENT

2023-2027 Collective Bargaining Agreement

This memorandum of agreement is entered into on January 24th, 2023 (“Agreement”), between the City of Syracuse (“City”) and the Syracuse Police Benevolent Association, Inc. (“PBA”).

WHEREAS, the City and PBA are parties to a collective bargaining agreement for the period 1998-1999 (“1998-99 CBA”); and

WHEREAS, since expiration of the 1998-99 CBA, the City and the PBA have been parties to a series of interest arbitration awards (“IA Award(s)”) and memoranda of agreement (“MOA(s)”), all of which concern the terms and conditions of employment for PBA bargaining unit members for the period 2000 through 2022; and

WHEREAS, the parties met on September 16 and 28, October 20, November 2 and 30, and December 9 and 29, 2022, and January 6, 2023, and engaged in collective negotiations to reach an agreement that covers the period from December 31, 2022 forward; and

WHEREAS, the parties have reached this Agreement, subject to ratification by the membership of the PBA and by the Syracuse Common Council; and

NOW, THEREFORE, the parties agree to amend all affected articles of the 1998-99 CBA and provisions of the IA Awards and MOAs as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement is January 1, 2023 through December 31, 2027.

2. GENERAL WAGE INCREASE

Wages shall be increased as follows:

- a. Effective January 1, 2023: One and three-quarter percent (1.75%).
- b. Effective July 1, 2023: One and three-quarter percent (1.75%).
- c. Effective January 1, 2024: One and three-quarter percent (1.75%).
- d. Effective July 1, 2024: One and three-quarter percent (1.75%).
- e. Effective January 1, 2025: One and three-quarter percent (1.75%).
- f. Effective July 1, 2025: One and three-quarter percent (1.75%).
- g. Effective January 1, 2026: One and three-quarter percent (1.75%).
- h. Effective July 1, 2026: One and three-quarter percent (1.75%).
- i. Effective January 1, 2027: One and three-quarter percent (1.75%).
- j. Effective July 1, 2027: One and three-quarter percent (1.75%).

3. SCHEDULE

Article 24, Miscellaneous Provisions, will be amended to provide for a 10-hour workday schedule, as follows:

- a. The City will implement the new schedules within 120 days of the date of the Agreement. If, due to logistical reasons, implementation cannot be accomplished by that date, the City will seek the PBA's consent to extend the implementation date for up to 60 additional days, which consent will not be unreasonably withheld. The City will provide the PBA with 30-days notice prior to the implementation of, any modifications to, or the abandonment of, the 10-hour workday schedule.

b. The City will provide affected members with 14-days notice prior to the implementation of, any modifications to, or the abandonment of, the 10-hour workday schedule.

c. For purposes of initial implementation, following a jointly agreed-upon bidding process, members will be assigned to 10-hour workday schedules in accordance with their unit assignment.

i. Patrol: Patrol members will follow a pattern of four (4) 10-hour days on duty, followed by three (3) days off duty, followed by four (4) 10-hour days on duty, followed by four (4) days off duty; this pattern will then repeat. The start and end times of the watches will be established, and may be adjusted periodically, by the City based upon its departmental needs and determination of public safety service needs and requirements.

ii. Non-Patrol: Members in non-patrol units will follow: *either* a pattern of four (4) 10-hour days on duty, followed by three (3) days off duty; *or* a traditional schedule of five (5) 8-hour days on duty followed by two days off, as currently maintained. The start and end times of the shifts, as well as the 4-3 or 5-2 designation, may be adjusted periodically by the City based upon its departmental needs and determination of public safety service needs and requirements.

d. The existing 5-2 (8-hour workday) bonus wheel will also apply to the new 4-3 (10-hour workday) schedule.

e. In the event the City determines that the 10-hour Patrol workday schedules outlined above do not meet the department's operational needs, the City may revert to the work schedules in effect prior to the implementation of the 10-hour workday schedules.

The City will make any determination to revert based upon data and information regarding overtime utilization, "ordering-in" usage, the number calls for service and corresponding wait-times, or other such operational factors. Additionally, if a staffing study of the Police Department is conducted as a result of the pending Request for Proposals from the City of Syracuse Common Council, the results of that study will be utilized as an additional factor in determining the success of the schedule. In making any determination to revert, the City agrees to consider only the foregoing operational factors and staffing study results. Prior to making any final determination to revert, the City will consult with the PBA. The 30-day notice period set forth in subparagraph (a) above will commence upon completion of that consultation.

f. Nothing in this Agreement shall affect the extant management rights of the City to determine or change the number of members required to be on duty during any watch or work schedule.

4. **SICK LEAVE INCENTIVE**

Effective upon mutual ratification, Article 19, Non-Job Related Sick Leave (including Section 19.4), will be amended and the existing sick leave incentive program set forth in the 2011-2015 IA Award will be eliminated and replaced by the following:

a. Sick leave instances and incentives accrued during the period of January 1, 2023 to the date of mutual ratification shall be waived by both parties and not considered in the sick leave incentive sell-back for calendar year 2023.

b. Sick leave will be analyzed and paid out on an annual basis rather than a quarterly review. Payouts will be made pursuant to the chart below and will continue to be

paid under the current schedule. Eligible sick leave hours will be paid out at the member's individual rate up to cap listed below:

<u>Annual Usage</u>	<u>Sell Back</u>
0 instances	up to 80 hours
1 instance	up to 50 hours
2 instances	up to 30 hours

An "instance" means the use of any sick time on a single or any consecutive work day(s).

c. To be eligible for sell-back, the member must meet the following criteria:

i. The member must be active with the Syracuse Police Department for at least one year or have transferred from a lateral agency prior to March 31st of the calendar year under review.

ii. The member must have two or fewer instances of sick time, which results in a different tiered sell-back.

iii. The member may sell back time earned only during that calendar year. Time in "bank" is not eligible for sell-back under the incentive program.

iv. A member must have the time available for use to sell it back (a member cannot sell back time the member does not have).

v. A member must be current at the time of the sell-back and annual payout in order to qualify for sell-back.

vi. A member may sell back less than the maximum number of eligible hours, provided the member makes timely notification to Syracuse Police Department Human Resources Department, Attn: Administrative Director. Absent such notification, all eligible hours will be included in the sell-back.

5. **SICK LEAVE**

Effective upon mutual ratification, Article 19, Non-Job Related Sick Leave, will be amended to provide the following:

a. The schedule for annual accrual of sick leave will be amended as follows:

i. Up to the first of January following date of hire 10 hours per full month of service

ii. From 1 through 9 years of service 160 hours

iii. From 10 or more years of service 208 hours

b. If a member calls in sick, the member will be ineligible for any voluntary overtime for a period of forty-eight (48) hours. This provision does not apply to Family Sick Leave. The member may apply to the Chief's Office for a waiver, which may be granted in the Chief's, or their designee's, discretion.

c. If a member submitted a time-off request that was denied, and then utilized sick leave for the date(s) previously denied, the member must provide a note from the member's physician or other qualified treatment provider before returning to work or may face disciplinary action, including but not limited to suspension or termination.

d. If a member has more than two instances of sick leave within a rolling six-month period, a member must provide a note from the member's physician or other qualified treatment provider before returning to work.

e. A member who has utilized sick leave for three (3) or more consecutive days must provide a note from the member's physician or other qualified treatment provider before returning to work.

f. Members must utilize sick time on a last-earned, first-used basis.

6. FAMILY MEDICAL LEAVE (Y DAYS)

Effective upon mutual ratification, Article 19, Non-Job Related Sick Leave, and the 2011-2015 MOA will be amended to provide that:

- a. Up to thirty (30) hours may be used from sick leave accruals for family medical leave; and
- b. Family medical leave may be used in hourly increments.

7. PARENTAL LEAVE

Effective upon mutual ratification, Article 19, Non-Job Related Sick Leave, will be amended to provide that up to twenty (20) sick days may be utilized for parental leave. Parental leave will be deducted from the member's accrued sick leave (regardless of when accrued); its usage will not count as an "instance" for purposes of determining sick leave incentive eligibility. Members must abide by the City of Syracuse Police Department Parental Leave policy regarding requests for conversion of time and utilization.

8. PAID LEAVE/ACCRUAL IN HOURS

Effective upon mutual ratification, Article 7, Vacation & Holidays, and any other affected provisions will be amended to provide that all time accrued (furlough, bonus, personal, sick, etc.) will be converted from days to hours (at the rate of one (1) day equals eight (8) hours) and thereafter be applied based on the actual number of hours used by the member. Holiday pay will also be converted at the rate of one (1) day equals eight (8) hours and payout will remain on the current schedule. With the exception of sick leave, leave hours may be used in one-hour increments. Sick leave may be used only in full day increments.

9. CALL-IN TIME

Effective upon mutual ratification, Article 8, Overtime, will be amended, as follows:

8.5 The employer shall pay a minimum of four hours' work at overtime rates when an off-duty member is called in to work ordered overtime for a period of time which is not contiguous to that employee's regular tour of duty. Off-duty oral or written communications that last less than thirty minutes, and do not involve a physical response by the member, shall not qualify as a "call in" and are not eligible for overtime compensation.

10. UNIFORM ALLOWANCE

Effective January 1, 2024, Article 6, Uniforms, and the 2006-07 MOA, will be amended to replace the existing voucher portion of the uniform allowance with a flat \$750 allowance (taxable). Payment of the allowance will be made by January 31 of each year.

11. RANK DIFFERENTIAL

Effective April 1, 2023, Article 5, Salary and Wages, and Appendix A, and the 2018-19 IA Award concerning rank differentials will be amended to eliminate the first step (less than 3 years in the position) for each officer rank, such that a single salary applies to each officer rank.

12. 207-c POLICY

The parties will hold a separate negotiation over changes to the existing 207-c policy.

13. ACCIDENT REVIEW COMMITTEE

The parties will hold a separate negotiation over changes to the existing ARC rules.

14. RETROACTIVE PAYMENTS

Compensation affected by the terms of this Agreement shall be retroactive to the indicated effective dates. Retroactive payments shall be paid to all members or former members who were active during the period covered by this Agreement, including on a pro rata basis to those who were active for less than the full period. All retroactive payments shall be made within sixty (60) days of the later of the parties' respective ratifications of this Agreement.

15. OTHER TERMS AND CONDITIONS REMAIN IN EFFECT


Except as modified herein, all other terms and conditions contained in the 1998-99 CBA and subsequent IA Awards and MOAs covering the period 2000 through 2022 shall remain in effect.

CITY OF SYRACUSE

By: 
Ben Walsh, Mayor

Dated: January 24, 2023

**SYRACUSE POLICE BENEVOLENT
ASSOCIATION, INC.**

By: 
Joseph J. Moran, President

Dated: January 24th, 2023