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COPIES

*AGREEMENT BETWEEN
VILLAGE OF NORTH SYRACUSE
POLICE DEPARTMENT*

AND

TEAMSTERS LOCAL 1149

TERM: June 1, 2007 to May 31, 2012

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of June 2007, by and between the **VILLAGE OF NORTH SYRACUSE**, a municipal corporation in the County of Onondaga and State of New York, referred to herein as the "Village", party of the first part, and **TEAMSTERS LOCAL 1149**, referred to herein as the Union, party of the second part.

WHEREAS, the Village of North Syracuse is a local government within the State of New York, and it does have a police department for law enforcement within its corporate boundaries, and

WHEREAS, the Board of Trustees of the Village, hereinafter referred to as the Board, is vested with a continuous authority and responsibility of evaluating the need and resources and of determining the type and extent of police protection to be provided by the Village within its extent of police protection to be provided by the Village within its corporate boundaries, under the Laws of the State of New York, and

WHEREAS, the Legislature and the Governor of the State of New York did enact the Public Employees' Fair Employment Law to be consolidated as Article 14 of the Civil Service Law of the State of New York, By Chapter 392 of the Laws of 1967, which became effective September 1, 1967, and which law is more commonly referred to as the Taylor Law, under which public employees were granted the right of organization and representation, and by which local government and others were required to negotiate and to enter into written agreements, with employee organizations representing public employees which have been certified or recognized, according to certain requirements and procedures as they are explicitly expressed in the Taylor Law, for the purpose of promoting harmonious and cooperative relationships between government and its employees and of protecting the public by assuring at all times, the orderly and uninterrupted operations and functions of government; and

WHEREAS, Teamsters Local 1149 did request that the Board recognize it as the Union which represents the Village employees in the Police Department for the purpose of negotiating collectively, and it did affirm to the provisions of Section 207, Paragraph 3, of the Taylor Law, and

WHEREAS, the Board did recognize Teamsters Local 1149 as the Union to represent and negotiate for that unit of permanent and part-time Village employees who are in the Police Department.

NOW, THEREFORE, in consideration of the mutual agreements, terms and conditions herein contained between the parties, and pursuant to the Taylor Law and the other applicable laws of the State of New York, the parties hereto do each agree with the other as follows:

ARTICLE I - AFFIRMATION

101. **NO STRIKE AFFIRMATION.** The Union affirms, pursuant to Section 207, Paragraph 3, of the Taylor Law, that it does not assert the right to strike against any government, to assist or

participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. Any deliberate work slow down shall be considered to be a strike.

ARTICLE 2 - RECOGNITION & RIGHTS

201. RECOGNITION OF NEGOTIATING UNIT AND REPRESENTATION. The Village recognizes Teamsters Local 1149 as the exclusive collective negotiating agent for the permanent full and part-time appointed Village employees including clerical and civilian in its Police Department, except officers above the rank of sergeant.

202. REPRESENTATION OF RIGHTS. The Village does extend to the Union representing such unit of employees the following rights:

(a) To represent the employees in negotiations and in the settlement of grievances.

(b) To unchallenged representation status.

(c) UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this agreement.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall begin the effective date of this Agreement and for new employees the payment shall start thirty-one (31) days following the date of employment.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions to apply or become effective in situations not now permitted by law.

(d) DUES AND OTHER DEDUCTIONS

Dues Check-off: The Employer agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

D.R.I.V.E. Upon request from the Union, the Employer agrees to deduct contributions to DRIVE from the wages of those employees who may voluntarily execute a form to authorize such deductions prepared and furnished to them by the Union. The authorization for and remittance to the Union of such deductions by the Employer shall be in conformance with all applicable laws. The International Brotherhood of Teamsters will reimburse the Employer annually for the employer's actual cost for the expenses incurred in administering the payroll deduction.

203. **MANAGEMENTS RIGHTS.** Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the North Syracuse Police Department, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause, to determine the number of employees to be employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set standards of services and services delivered, and/or to issue, amend and revise policies, rules, regulations, and practices; and to take whatever actions is either necessary or advisable to determine, manage and fulfill the mission of the North Syracuse Police Department and to direct the Department's employees. The Department's failure to exercise any right, prerogative, or function hereby reserved to it, or the Department's exercise of any such right, prerogative, o r

function in a particular way, shall not be considered a waiver of the Department to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. The parties hereto expressly agree, understand and stipulate that all rights, privileges, responsibilities and prerogatives not hereby specifically dealt with and granted to the Union are reserved to the Village Administration and the Village Board of Trustees.

ARTICLE 3 - DURATION

301. ***DURATION OF AGREEMENT.*** This Agreement shall be effective for the term of five (5) years commencing on the 1ST day of June, 2007, and terminating on the 31st day of May, 2012.

ARTICLE 4 - RESPONSIBILITIES

401. ***POLICE DUTIES.*** It shall be the duty of each Police Officer in the Village:

- (a) To prevent crime;
- (b) To protect life and property from criminals and from hazards and other conditions critical to the safety of life and property;
- (c) To detect and arrest offenders;
- (d) To cooperate with the District Attorney of the County regarding his responsibilities to investigate crimes and to prosecute criminals;
- (e) To enforce the laws and ordinances whose enforcement is a function of the police;
- (f) To preserve the public peace generally;
- (g) To perform such other appropriate duties as determined by the Chief of Police or the officer in charge in furtherance of the Department's mission and goals and objectives;
- (h) To be to work on time, mentally and physically able to perform their duties;
- (i) Respond in a positive manner to directions;
- (j) Give a full days work;
- (k) Get along with others, and adjust to change.

402. ***POLICE MANUAL AND PROCEDURES.*** The present police manual shall remain in effect. The Chief of Police reserves the right to change policy and procedures as required. Any

policies that effect work conditions or any mandatory subjects of negotiation will be bargained with the Union.

403. **POLICE STUDY.** Each individual Police Officer shall familiarize themselves with the provisions of the "*North Syracuse Police Duty Manual*", "*The Manual for Police in the State New York*", the Department of Motor Vehicles "*Motor Vehicles Handbook for Patrolmen*" and its "*Police Accident Report Manual*" in addition to his personal study and improvement of knowledge in the law and the science of law enforcement, and he shall perform his job accordingly under appropriate circumstance.

404. **POLICE ADVISORY BOARD.** The Police Advisory Board consisting of the Mayor or his Designee, a member designated by the Union and the Chief of Police, will be formed to consider, but not limited to, matters concerning uniforms, procedures, and police equipment. The Board will meet as often as deemed necessary by the parties and make whatever recommendations to the Village Board regarding above stated items they deem necessary.

ARTICLE 5 - HOURS OF WORK

501. **TIME OF LAW ENFORCEMENT.** By its very nature, law enforcement is a constant responsibility 24 hours a day in all 7 days of the week. In order to cover these continuous hours, it is necessary to schedule police officers on tours of duty or shifts that include the night time and the weekends in addition to the normal employee work days. The days of the week and the hours of the day when a Police Officer is scheduled to be on duty may vary from the duty hours of other officers.

502. **TOUR OF DUTY.** In conformity with Section 971 of the Unconsolidated Laws of the State of New York as it applies to a Village Police force of not less than four members until it may be amended or revoked:

- (a) The Chief of Police or other officer having the management, control or direction of the police force shall not assign any Police Officer thereof who may be on duty in the open air, on the streets or other public places to more than one tour of duty, except for circumstances outlined in 502(f).
- (b) Such tour of duty shall not exceed eight hours during any 24 hour period nor more than seventy-two hours during any consecutive 12 day period without the police officer's consent except as to emergencies as defined in paragraph 502 (F) hereunder.
- (c) Each employee will report for his/her assigned tour of duty on the hour of the prescribed start hour totally prepared for his/her to perform effectively on his/her shift.
- (d) Work performed in addition to an employee's normal shift assignment shall be compensated by credit to the employee's individual compensatory time or paid overtime account in accordance with this agreement and FSLA Guidelines.

- (e) Emergencies, as defined below, can cause the Chief of Police to extend the tour of duty of a Police Officer beyond his scheduled tour of duty, or order Police Officers back to work. Police Officers can continue such extended tour of duty indefinitely provided that each so assigned individual is given at least 8 hours off for rest in every 24-hour period. During such periods of extended tour, the Village will provide meals.
- (f) Emergencies are defined as:
- (1) Natural Disasters such as snow storms, floods, hurricanes or tornadoes, fires or earthquakes or other natural occurrences where the safety or well being of the community is threatened.
 - (2) Man-made disasters or events such as plane crashes, large or serious accidents, hazardous material spill, power outages, or loss of life through accident or homicide, and any other situations where the public safety and well being of the community is threatened.
 - (3) Circumstances that require additional manpower such as investigations, events which cause large crowds to gather, strikes, demonstrations, and parades.
 - (4) Circumstances that involve manpower shortage below established staffing.
 - (5) Police Officers within the agency that are designated as Investigator, Evidence Technician, Accident Investigation specialist, or other specialty that requires them to be called in to assist in the investigation of incidents.
- (g) Management will make every effort to grant an employee's requested time off, if a volunteer replacement employee is available and willing to work. Time off requests for routine leave (vacation, comp time, normal military leave, and holidays) will be granted if there are three road patrol units on A and C watches or two patrol units on B watch. Leave requests on shifts that don't meet the above criteria will not be granted unless submitted to the scheduler 60 hours prior to the leave. Emergency leave sick time, family emergency and personal leave will be granted at any time with reasonable notice.

(h) Call-In Time:

"Call-In Time" shall be defined as being called back to duty after an officer has been relieved from duty and left the department and within eight (8) hours of the completion of the previous tour of duty. An officer who has completed his/her regular tour of duty and is called in to work shall receive a minimum of 2 hours' pay at the applicable overtime hourly rate. An officer who is called in shall be required to remain on duty for a minimum of two (2) hours. An employee who works under said circumstances beyond the two hour minimum shall also be compensated for such additional time at the applicable overtime hourly rate and shall be paid to the nearest one-quarter hour. Overtime hourly rate shall be defined as time and one-half.

503. DUTY SCHEDULE. The chief of Police or other officer responsible shall in conformity with Section 504 below, assign each Police Officer to a shift or tour of duty for eight hours in each twenty four hours of a 12 day cycle as follows:

- (a) Each Officer's work cycle shall consist of 12 days in succession, he shall be assigned for a tour of duty on one eight hour shift in each of the first 4 days of such cycle and then shall be scheduled to be off duty for the next two days, he shall be assigned to the same tour of duty for eight hours in each of the next 4 days and shall then be scheduled to be off duty for the next 2 days thus completing one 12 day cycle.
- (b) Each officer shall be scheduled to have relief of sixteen hours off between his duty shifts.
- (c) An officer's tour of duty may be extended beyond eight hours in the event of an emergency as defined in Section 502(d) above and his relief time off between duty shifts may be reduced to not less than eight hours for the purpose of changing shifts or pass days.
- (d) Each officer may petition the Chief of Police for a change in the schedule for temporary family emergencies, or to attend school that enhances their police career, provided it is done at least one month before the desired change and another officer volunteers to the temporary change.
- (e) The parties agree that the scheduled shifts are as follows:

A line- 2200-0600 *B line*- 0600- 1400 *C line*- 1300-2200 *D line*- 2000-0400

504. SCHEDULE POSTING, ANNUAL SELECTION OF WATCHES BY SENIORITY, SWAP AND CHANGES.

- (a) Officers shall have the annual right to select the Watch of their choice, by seniority, April 1st, by 1700hrs.
- (b) The Chief or his designee shall then post each contract year's completed shift selection schedule, by April 15th.
- (c) It is each employee's responsibility to request a shift preference to the Lieutenant for the upcoming contract year by April 1st by 1700 hours.
- (d) The Chief of Police may direct an employee to work a temporary assignment outside his/her regular shift assignment. An employee on a special assignment outside their regular shift work will return to their last assigned watch just prior to the special assignment or to an open watch if on an extended special assignment.
- (e) Officers must get prior permission of the Chief of Police to swap Watches. If approved, both shift supervisors must be informed of the swap prior to the swap.

- (f) Although each officer is to be scheduled for 1944 duty hours during each calendar year, less his holidays and vacation, the schedule of duty hours for any officer assigned to special duty detail may be amended or changed at the direction of the Chief of Police or his designee, to insure the continued security of the community.
- (g) The 4-2, 4-2-work cycle will be continued. Any officer assigned a temporary special assignment outside of this schedule will be compensated 8 hours of compensatory time per month while on that assignment. This section will not apply to the officer assigned as the Detective.
- (h) The Chief of Police can assign a newly appointed Police Officer for the purpose of training and indoctrination to any shift for the duration of probation or field training over a senior Police Officer. If there is an open shift upon completion of a new hire's training a senior officer may bid for that open shift before the new hire gets placed on their permanent shift.

505. **RIGHTS OF EMPLOYEES.** Police Officers hold a unique status in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality. 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. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationship with the public. Out of these contracts may come questions concerning the actions of the police officers. These questions may require investigation by superior officers designated by the Village. In an effort to insure that these investigations are conducted in a manner, which is conducive to a good order and discipline, the following rules are hereby adopted:

- (a) The questioning of a Police Officer shall be at a reasonable hour, preferably when the Police Officer is on duty, unless the exigencies of the investigation dictate otherwise. If any time is lost, the Police Officer shall be given compensatory time.
- (b) The questioning 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.
- (c) The Police Officer shall be informed to the nature of the investigation, before any questioning commences, and he shall be told whether he is the target of an investigation for which he may be disciplined. Sufficient information to reasonably apprise the Police Officer of the allegations should be provided. If it is known that the Police Officer is being questioned as a witness only, he should be so informed at the initial contact.
- (d) 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.

- (e) All police officers shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those that violate their constitutional, legal or contractual rights.
- (f) The investigating officer shall not subject the Police Officer to the use of offensive language nor shall he be threatened with transfer or disciplinary action unless he refuses to answer proper questions as defined in section (e). The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the Police Officer of the character of the discipline the department intends to impose; nor from advising the Police Officer that if he refuses to answer proper questions, as above, he may be subject to additional charges. The police officer'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 alternative except the circumstances where there is a danger to the public.
- (g) If a Police Officer is under arrest or is likely to be or if 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 State Supreme Court.

ARTICLE 6 – SALARIES & COMPENSATION

601. **SALARIES.** The salary or wage to be paid to each permanent employee of the Village Police Department for his/her services during the term of this contract shall be that sum shown for an employee in his position during his respective year of service with the Police Department for the respective time period on the salary schedule hereto attached, marked Schedule A and made part of this agreement, longevity pay described in Section 604 and night shift differential described in Article 19. The increase in rate of annual salary for each employee from his current step to the next step for his next year's service shall be effective and commence on the payroll commencement day nearest his completion of the year's service preceding his anniversary date assigned upon his or her permanent appointment to the Police Department. The Village, also, reserves the right to appoint any new employee of the Police Department to any step on the pay scale, based on his prior qualifications and experience, up to point on the pay scale that coincides with the number of years of full time police service said lateral transfer has on other departments. However, laterals shall not be paid more than the top salary of the rank in which he is transferring into. If an employee is promoted or demoted from one position to another position within the Police Department, the rate of his annual salary shall change on the effective date of his new position to that salary shown for any employee in such position in his respective year with the Police Department.

602. **NON-PERMANENT EMPLOYMENT.** The salary schedule does not include annual rates for persons whom the Village might hire in the future in special, temporary or provisional positions since their state of annual salary or wage would be contracted independently with them by the Village based upon the duties which they were expected to perform and upon their qualifications to perform such duties. However, in determining the step of pay for an employee who now has or who may subsequently receive a permanent appointment to the Police Department, any temporary or provisional service which he might have with the Police

Department may be treated in the same manner as permanent service provided in Section 131 (7) of the Civil Service Law, when Section 131 applies to such employee.

603. SENIORITY & TENURE.

- (a) Each full-time employee's seniority shall be determined by rank, time in rank and time in service.
- (b) Each employee, except employees transferring into the Department as defined in Section E below, shall serve a probationary period of employment as determined by Civil Law from the date of his/her appointment to the North Syracuse Police Department during which time the officer may be terminated or have their probationary status extended in accordance with Civil Service Law. Upon completion of probationary employment, the employee's seniority shall date back to his/her original date of appointment as Police Officer.
- (c) Employees appointed on the same day shall have their seniority established after June 1, 1999 by their relative standing on the certified Civil Service List and if all have the same score then alphabetically by last name.
- (d) Seniority for Transfer employees:
 - 1. Employees appointed to the Department through transfer from another police department shall be allowed to transfer up to thirty (30) days of unused sick leave and five (5) days of unused vacation.
 - 2. Seniority for employees listed in Section 1 above, for the purpose of determining seniority for shift selection, vacation taking and/or lay-off shall be the date of their appointment to the North Syracuse Police Department, as a full-time Police Officer.
 - 3. Transferees to the Department shall serve a probationary period of employment in accordance with Civil Service Law.

604. LONGEVITY PAY.

| | |
|---------------------------------|---------------------|
| Over five (5) years service | \$ 750.00 per year |
| Over ten (10) years service | \$1,000.00 per year |
| Over fifteen (15) years service | \$1,250.00 per year |
| Over twenty (20) years service | \$1,550.00 per year |

The individual employee can elect to take this benefit in the equivalent dollar amount of compensatory time off. This compensation will be given to each employee on their anniversary date.

ARTICLE 7 - TIME OFF/LEAVES

(a) Each full-time employee of the department shall be entitled to an annual period of vacation based upon his/her length of service in the department.

(b) Vacation is accrued by full-time employees based upon the following schedule. Vacation is accumulated in the year prior to January 1 of any year.

| | |
|----------------------|--|
| 0 months to 6 months | .5005 day per month (6) |
| 6 months to 1 year | 1.083 days per month (13) |
| 1 year to 3 years | 1.333 days per month (16) |
| 3 years to 6 years | 1.583 days per month (19) |
| 6 years to 9 years | 2.000 days per month (24) <i>Days</i> |
| 9 years to 14 years | 2.166 days per month (26) <i>208 hrs</i> |
| 14 years and above | 2.416 days per month (29) |

(c) Full-time employees may not take vacation for the first six months of their employment.

(d) Each full-time employee's vacation time earned in the previous calendar year shall be issued to that employee on or about January 1 of the year following his/her date of employment.

(e) Choice of time for annual vacation shall be requested by the employee and shall be granted on the basis of seniority within the department except for the restrictions imposed upon such leaves by section 502 above.

(f) A vacation balance of five (5) days may be carried over from one calendar year to the next. Carryovers in excess of five days must receive permission of the Chief of Police and Mayor.

(g) No officer will be permitted to bump a junior officer's vacation selection, so long as the junior officer's selection was submitted by April 1st at 1700hrs. After that any leave will be granted on a first come basis regardless of seniority.

702. HOLIDAYS.

(a) Each employee of the Police Department during each calendar year of the Village shall receive equivalent time off for eleven (11) holidays unless he/she was on sick leave during such holiday. The specific days are listed in Schedule B hereto attached and made a part of this Agreement.

(b) Compensatory time off for each of the eleven holidays shall be granted to each fulltime employee even if the actual holiday happens to fall on one of his/her days off in the 12-day work.

- (c) Each employee at their option may receive in lieu of time off for holidays his or her regular hourly pay in effect on the holiday.
- (d) As additional compensation, any employee who works on any of the following three holidays shall receive one additional day's pay. An employee shall be deemed to have worked such holiday if more than one-half of his regulars shift hours falls anywhere during the calendar date of the holiday. For purposes of this section the three holidays are: New Years Day, Thanksgiving and Christmas.
- (e) In order for any employee to receive the holiday benefit, they cannot be out on sick leave on their scheduled workdays the day before and the day after.

703. **SICK LEAVE.**

- (a) Each employee shall be credited with one and one-quarter days of paid sick leave for each month of service up to a maximum of 150 days to be applied toward illness or injury which is not work related. Employees desiring to use a paid sick day must call in and report their absence at least one (1) hour prior to the start of their shift in order to receive pay for the day. When an employee's credited sick leave falls below 150 days he/she will be credited for one and one-quarter days of sick leave during each month that his sick leave is below 150 days and during which time he/she is actively at work for at least 50% of his scheduled shifts, exclusive of vacations and paid leaves of absence. When an employee has accrued over 600 hours of sick time he/she will have the option to turn in to the Village two sick days for one day of Comp time. At no time will an employee's accumulated sick time account fall below 600 hours.
- (b) When continuous sick leave is three days or more, the employer may require as a condition of payment a statement from the employee's physician, physician's assistant or nurse practitioner certifying the nature of the illness and the period of disability. When an employee has used in excess of five (5) paid sick leave days in a contract year and when the five (5) days are composed of such leave taken in one or two day segments, the employer may require a physician's statement for any future payment of sick leave during that contract year. When continuous sick leave exceeds thirty (30) calendar days, the employer may require a physical examination by a physician selected by the employer, and paid by the employer. Employees shall have the right to convert, annually, up to six (6) sick leave days to personal leave. Sick leave will not be granted for a Doctor appointment unless it is related to an injury or sickness.
- (c) An employee having perfect attendance as outlined below during which time the employee is not tardy or absent from work on sick leave, shall earn an additional day off with pay. Such "Earned Day" must be taken within six months of earning Absence for personal time, comp time, holiday time, vacation time or other paid leaves of absence except injury on duty time shall not mar otherwise perfect attendance.

June 1 to August 31
September 1 to November 30
December 1 to February 28 (29th in case of leap year)
March 1 to May 31

- (d) Effective June 1, 1996 employees, who are eligible to retire and meet the requirements to retire under either the Special Plan 354 or 375 of the New York State Public Employees Retirement System, will have the option to sell back to the Village of North Syracuse up to one hundred twenty (120) unused accumulated sick leave days, at their daily rate in effect at the time of their retirement, if they retire in the first year of their eligibility. If the employee retires in the second year of their eligibility they will have the option to sell back to the Village of North Syracuse up to sixty (60) unused accumulated sick days, at the rate in effect at the time of their retirement. If the employee retires in the third year of their eligibility they will have the option to sell back to the Village of North Syracuse up to thirty (30) unused accumulated sick leave days. If an employee remains in the active employ of the Village of North Syracuse beyond three years of their eligibility there will be no payment of unused accumulated sick leave days.

704. **BEREAVEMENT LEAVES.** In the event of death of one of the following members of an employee's family: parent, sister, brother, spouse, child, father-in-law, mother-in-law, foster or step-parent, grandparents, grandparents-in-law, the employee shall be excused from work with pay at his request up to three days. For brothers-in-law, sisters-in-law, aunts or uncles of the employee, the employee shall be excused from work for one day.

705. **MILITARY LEAVE.** Any employee shall be entitled to not more than 30 working days annual leave when required to attend active duty for training with any branch of the United States Armed Forces Reserves or the National Guard. Said employee shall satisfactorily demonstrate his membership in good standing with any such organization and shall file a written request for such leave with the Chief of Police at least 30 days prior thereto. Members not serving in a military organization on or before the execution of this agreement must obtain prior written permission from the Chief of Police prior to joining any military organization.

706. **EXTENUATING CIRCUMSTANCES.** In the event an employee has extenuating circumstances requiring leave from duty not otherwise provided for in this contract he/she may apply to the Village Board for such leave, which they may grant or refuse with or without pay.

707. **PERSONAL TIME.** Each full-time employee of the bargaining group shall be entitled to four (4) days each year for personal time. Personal time is not considered accumulative and is therefore not eligible to be carried over from one calendar year to the next.

708. **MATERNITY LEAVE.** A member will be permitted an unpaid leave in accordance with the Family Medical Leave Act. The member will be allowed to use any and all accumulated

Vacation, Sick Leave, Holiday, Personal, and Compensatory time prior to taking FMLA leave. Employee health benefits will continue during the FMLA leave.

ARTICLE 8 - EMPLOYEE BENEFITS

801. WORKERS COMPENSATION. The Village shall carry an insurance policy which provides those benefits to the employees in the event of an accident on the job or of sickness due to employment as the Workers' Compensation Law of the State of New York prescribes them. The Village will pay the difference between the employee's regular salary and the benefit paid by Workers' Compensation.

(a) Any employee involved in a dispute as to whether or not they are entitled to GML section 207c benefits shall have the right to final and binding arbitration. It being understood that the arbitrator shall be selected through the Voluntary Disputes Resolution Procedures of the New York State Public Employment Relations Board.

(b) Employees while on Workers' Compensation shall not be allowed to accumulate vacation time or sick time, but will accumulate their seniority while out of work. All medical insurance will be continued and other benefits as outlined in this agreement.

802. GENERAL HEALTH INSURANCE BENEFITS. The Employer shall participate in and pay the full cost of premiums for the New York State Teamster Health and Hospital Fund High Option All Benefit Plan (Teamster Plan) for all full time regularly scheduled employees and their dependents at the following contribution rates per week:

| TYPE | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> |
|------------|-------------|-------------|-------------|-------------|
| SINGLE | \$121.85 | \$137.60 | \$155.80 | TBD |
| TWO-PERSON | \$231.95 | \$263.20 | \$299.15 | TBD |
| FAMILY | \$314.65 | \$357.50 | \$406.80 | TBD |

(a) The Employer shall pay all increases in health insurance premiums beyond the expiration date of this agreement until a new agreement is reached unless otherwise negotiated by the parties.

(b) The Employer agrees to sign the fund participation agreement as prepared and presented by the Union. The Village of North Syracuse will pay an active employee who carries another family plan the sum of \$2,000 and an active employee who has an individual plan the sum of \$1,000 per contract year for each year of the contract that s/he waives insurance coverage through the Village. In order to qualify for this payment, the employee must demonstrate to the Village that s/he has other coverage and s/he must sign a waiver, acknowledging that there are no guarantees the Teamsters Plan will allow the employee to participate at a future date should his/her alternate insurance terminate. The right to opt out of insurance coverage, as described herein, shall only be available to employees working for the Village at the inception of this Agreement. Anyone who is hired after the effective date of this Agreement or who seeks to opt-out of the health insurance after the effective date of this Agreement shall be prohibited from doing so.

(c) Part-time employees will be eligible only to receive the legal services benefit portion of the Teamster Plan. The cost for this benefit, which is presently \$17.33 per month, will be paid by the Village.

- (d) Retirees....
Before 6/1/96 The Village shall provide to all retirees the health, dental, hospitalization and prescription plan or equivalent in force for active employees and their dependents, it being understood that the premium cost of same shall be paid for by the retirees.
- (e) Retirees....
After 6/1/96 Any employee who retires from the North Syracuse Police Department in good standing, and has worked for the North Syracuse Police Department for a period of not less than 10 years, will be provided with continuing health coverage paid by the Village of North Syracuse during his or her retirement, if he/she does not have other health insurance coverage available from any new employment, or eligibility arising through his/her spouse or from any other source whatsoever. The retired employees must avail themselves to that source of coverage. To the extent that they are eligible for such coverage in accordance with this paragraph, retirees will be entitled to the same coverage as is provided to active bargaining unit employees at that time or such other more economically feasible coverage as the Village and Union shall agree. It is understood that retirees will responsible for any difference in premiums between that charged for retiree coverage and that charged for individual, active employees. Retirees will have the option to pay the group rate for the family coverage provided by the Village. This benefit is not available to any employee who retired prior to June 1, 1996.

803. **RETIREMENT PLAN.** The Village shall contribute to the New York State Retirement System on behalf of each employee in the Police Department who is a member of the Retirement System to the extent authorized by law. All police officers shall be included in the 20-Year Plan (Sec. 384d).

ARTICL E 9 – CLOTHING AND EQUIPMENT

901. CLOTHING AND EQUIPMENT.

(a) Each new Police Officer who received a permanent full-time appointment to the Police Department will be furnished with the items of clothing and equipment listed under

original equipment on Schedule C at the expense of the Village Schedule C is hereto attached and made a part of this agreement. Clothing to be provided under either schedule shall be new.

(b) It shall be the right and responsibility of each employee to clean, repair, maintain, account for and replace through his clothing allowance any equipment or clothing the Village has entrusted to him except for the replacement of the duty weapon, which shall be replaced by the Village without deduction from the clothing allowance. Any loss or damage through the employee's negligence will be chargeable to the employee incurring such loss or damage. The Employee Manual of procedures and duties, rules and regulations shall more fully describe such responsibilities in the Police Department. Employees of the bargaining unit shall be issued an annual clothing allowance as listed below by a separate reimbursement check. The payment can be requested after July 1 of each year.

| | |
|--|------------|
| Full-time Police Officer uniform | \$850.00 |
| Full-Time Police Officer plain clothes | \$1,000.00 |

(c) Items of clothing or equipment not specified or described in General Order 350 will not be authorized for purchase unless approved by the Chief of Police. During the first year Police Officers will not receive an allowance.

(d) Police Officers who do not presently have a full issue of their respective schedule shall be furnished with it at the expense of the Village, without deduction from their clothing allowance. Cap stun and baton will be purchased from clothing allowance.

(e) All future required equipment, including duty weapons, shall be furnished at the expense of the Village without deduction from clothing allowance.

(f) Plain clothes officers can receive at their option a lump sum payment of their allowance.

ARTICLE 10 - EDUCATION

1001. ***EDUCATION BENEFIT.*** The Village will pay seventy (70%) percent of all otherwise un-reimbursed costs (at the SLNY rate) of college courses associated with an accredited degree program, whenever taken, such courses to be prior approved by the Mayor, with a maximum of six credit hours per semester provided, however, that at least a passing grade is obtained when a pass-fail option is designated, or a grade of "C" or better when a grade system is used. Loans are not to be considered reimbursement. Reimbursement includes cost of books and other required fees.

ARTICLE 11 – SAVINGS PROGRAM

1101. ***SAVINGS PLAN.*** Providing the depository bank designated by the Village Board at its annual meeting agrees, that bargaining unit employees may have a savings program with deductions taken out of their pay in accordance with procedures established by such depository bank.

ARTICLE 12 – APPOINTMENTS AND PROMOTIONS

1201. **RESIDENCE REQUIRMENT.** The residency requirements for permanent employment to a position on the North Syracuse Police Department shall be that he or she lives within 18 miles of the Village Police Headquarters.

1202. **APPOINTMENTS.** The Mayor with the approval of the Village Board shall make all permanent appointments, promotions, suspensions, reductions and dismissals in the Village Police Department and they shall be in accordance or compliance with the Civil Service Law of the State of New York when it applies. The Union shall be notified of any full or part-time appointments to the department and each such appointed employee shall be given a copy of this agreement at the time of his/her appointment.

ARTICLE 13 - TRAINING

1301. **TRAINING.** New York State law forbids permanent appointment of any person as a policeman, or promotion of any officer to first line supervisory position until he has undergone training approved by the Municipal Police Training Council. All employees will be compensated straight time for training.

(a) Trained Officers shall have the absolute right to refuse to work with un-certified officers, except that: (1) Field Training Officers cannot refuse to work with a trainee that is participating in a Field Training Officer Program; (2) a member of the North Syracuse Explorer Post in good standing; (3) when a citizen is in danger and the Police Officer needs to act to prevent a crime and/or injury to a citizen.

(b) Un-certified officers shall not be allowed to work either alone, or in any patrol or investigative capacity.

(c) The Village will reimburse employees for meal expenses for training conducted outside Onondaga County, if the meals are not a part of the training conducted. The reimbursed rates are as follows:

| | | | | | |
|-----------|--------|-------|---------|--------|---------|
| Breakfast | \$8.00 | Lunch | \$12.00 | Dinner | \$20.00 |
|-----------|--------|-------|---------|--------|---------|

(d) Trained Officers acting in the capacity of a Field Training Officer (FTO) shall receive two (2) hours of compensatory time per eight (8) hour shift when training a new officer.

1302. **ANNIVERSAY DATES.** Hereafter, anniversary dates shall be defined as follows: Anniversary Date is defined as being the date assigned to each employee, covered by this contract, when he/she is first appointed as a full time employee of the Police Department by the Village.

ARTICLE 14 - RECIPROCAL RIGHTS

1401. **REPRESENTATION.** The Village recognizes the right of the policemen to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit policemen during work hours, for reasonable times which do not interfere with the performance of their duties.

1402. **COMMUNICATION.** The Union shall have the right to post notices and communications to employees on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by such authorized official of the Village of North Syracuse, New York. The Officers and Agents of the Union shall have the right to visit the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

1403. **NEGOTIATION.** Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time by the Chief of Police, free from their regular duties, to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Village and the policemen and the uninterrupted operation of Government.

1404. **CONFERENCES.** Two employees who are designated to represent the police officers shall have paid time off to attend state-wide conventions of the Police Conference of New York, Inc, in pursuance of their obligation as officers or delegates of the bargaining unit herein. Union designees shall also have a collective total of 21 days of Union time, per year, to attend to Union business provided for in Sections 1401, 1402 and 1403 above.

ARTICLE 15 – DISCIPLINE

1501. **DISCHARGE and DISCIPLINE.** Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall give the employee, the Steward, and the Union within five (5) business days, written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The Village of North Syracuse shall administer a progressive discipline policy that shall be comprised of the following steps:

(1) ORAL WARNING

A warning given an employee for poor work performance or for departmental rules infraction. The lowest step in the discipline process. Repeated oral warnings lead to written warnings.

(2) WRITTEN WARNING

The second step in the discipline process. A written warning given an employee for poor work performance or rule infraction. Repeated written warnings lead to suspension.

(3) VACATION REDUCTION

The third step in the discipline process. A reduction of two (2) vacations shall occur per incident. The parties agree that no more than six (6) vacation days annually can be used for the purposes of reducing vacation time.

(4) SUSPENSION

The last step prior to termination of employment. Suspension may be up to five days without pay for infraction of departmental rules, or poor work performance. During such suspension, an employee's vacation accrual, accumulation of sick leave and other accrued benefits such as earned time shall also be suspended until such time as the employee returns to work.

Depending upon the severity of the employee's action, any step of the process outlined above may be skipped.

PROCEDURE FOR CHALLENGING DISCIPLINARY MATTERS

Any employee who wishes to challenge a disciplinary action shall have the right to do so using the following procedure:

a. Within five (5) working days submit in writing to the Chief of Police, challenging the disciplinary action taken.

b. If the Chief of Police rejects the challenge, or the employee is not satisfied with any amendments to the action taken, the employee may submit to the Village Board in writing his challenge to the disciplinary action taken, or amendments. The Village Board will meet in executive session at the next Village Board meeting, to review in detail, the action taken by the Chief of Police. The employee at his/her option can appear before the Village Board to state their reasons to amend the disciplinary action taken by the Chief of Police. The Village Board based on their review and hearing all the evidence, can either amend the action taken, discharge the disciplinary action taken, or reject the challenge made by the employee, based on an impartial review of the action.

1. The Village Board will notify the employee within five (5) working days after their review of their decision.

c. If the employee's challenge is rejected by the Village Board, or the employee is not satisfied with any amendments to the disciplinary action taken, the employee shall have the right to final and binding arbitration, it being understood that the selection of the disciplinary arbitrator shall be selected through the Voluntary Disputes Resolution procedure of the New

York State Public Employee's Relations Board. The decision of the disciplinary arbitrator shall be binding and final on all parties hereto.

d. In the event that the Chef of Police or the Village Board refuse or otherwise fail to respond as outlined in the procedures in a. through c, above, the employee and the Union may proceed directly to the Voluntary Disputes Resolution Board as outlined in c. above.

1502. GPS TECHNOLOGY. The parties agree that the Employer may install Global Positioning System [“GPS”] devices in vehicles used by bargaining unit members; provided, however, that the Employer shall not review records created by the GPS devices for use in any disciplinary action against a unit member without prior, reasonable suspicion. By the latter, the parties mean that the Employer cannot review the GPS records without a reasonable basis for suspecting the employee has violated a rule or regulation. In any disciplinary proceeding wherein the Employer seeks to use GPS records, the threshold issue will be a showing of such reasonable suspicion.

ARTICLE 16 – GRIEVANCE

1601. Any dispute arising concerning the alleged violation, misinterpretation or misapplication of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure.

1602. Any members having such a dispute shall, within ten (10) business days of the occurrence of the disputed matter, grieve the matter to his immediate supervisor, in writing. The Union shall have the right to represent any member, at his request, at any stage of the grievance procedure.

1603. The Union shall have the right to submit a grievance to the Lieutenant within ten (10) business days from knowledge of the occurrence of the grievable event.

1604. In the event that such dispute is not satisfactorily resolved or adjusted within ten (10) business days of receipt of the grievance by the Supervisor, the grievance shall be presented to the Chief of Police or his designee, in writing, for settlement.

1605. In the event that such dispute is not satisfactorily resolved or adjusted within ten (10) business days of receipt of the grievance by the Chief or his designee, then the grievance shall be presented in writing to the Mayor.

1606. In the event that the dispute is not settled within ten (10) business days of receipt by the Mayor of the aforesaid grievance, the dispute shall be submitted to final and binding arbitration through the voluntary Disputes Resolution Procedure of the New York State Public Employment Relations Board.

1607. In the event the Supervisor, the Chief and/or the Mayor refuse or otherwise fail to respond, in writing, within the time(s) set forth above, the grievance shall be considered as resolved in favor of the grievant, and the relief requested therein, shall be granted.

ARTICLE 17 - FLOW OF INFORMATION

1701. Whenever practical, the Village shall provide the Union with final copies of proposed general orders or changes and/or amendments to present orders, 72 hours before implementation.

1702. The Village shall provide the Union with copies of all training bulletins and/or training information when, from time to time, the same is made available to and/or otherwise received by the Village.

ARTICLE 18 – PERSONNEL FILES

1801. Employees shall have the at-will right during normal business hours in the presence of either the Chief and/or his designee, to access and copy the contents of their respective personnel files.

1802. After this contract is executed, the Village shall notify an employee in writing whenever an adverse entry is placed in his, her file, it being understood that the employee shall then have the right, and obligation, to execute an acknowledgment of said entry -and- except for the final results of a disciplinary arbitration employees shall hereafter have the right to grieve any entry that is placed in his file.

ARTICLE 19 - NIGHT SHIFT DIFFERENTIAL

1901. All full-time employees who work between 2:00 P.M. and 10:00 P.M. shall be paid an additional 4% of their hourly rate. Full Time employees who work between 10:00 pm and 6:00 am shall be paid an additional 4.5% of their hourly rate. The payment of this benefit will not be effected by overtime, it will always be a percentage of the basic hourly rate. The Detective will be paid night differential.

ARTICLE 20 – UNSAFE EQUIPMENT

2001. If an employee encounters a piece of equipment which is unsafe to operate, it is his duty to report it to his supervisor immediately. It is the supervisor's duty to either resolve the safety violation at once, or if he considers the situation not a safety violation, he must report it to the Chief of Police immediately to make him/her aware of the situation. Should the condition not be resolved immediately after the review of the Chief of Police and the Union feels it is a safety violation, they may process the grievance directly to PERB Med-Arb Disputes Resolution Board Procedure.

ARTICLE 21 - PAST PRACTICES

2101. The Employer will not change past practices without first notifying the Union and giving the Union an opportunity to comment on them. In the event the Union is dissatisfied with such changes, the matter may be submitted to the grievance procedure as set forth in this Agreement.

ARTICLE 22 - DEPARTMENT STAFFING

The Village of North Syracuse hereby agrees to maintain a minimum staffing level of twelve (12) full time sworn police officers (excluding officers above the rank of sergeant), and operate a minimum of 2 patrol units between the hours of 1800 to 0400 and two (2) administrative personnel. The Village further agrees that the maximum number of part time, sworn officers who may be employed at any given time is two (2). The Village agrees to maintain this staffing as long as the financial situation of the Village can support it. The Village also reserves the right to increase this level as needed.

ARTICLE 23 - BULLETPROOF VESTS

2301. The Village shall, upon the request of an employee, replace his bulletproof vest every 6 years, at Village expense.

ARTICLE 24 - OVERTIME ENTITLEMENT

2401. Each full time employee will be offered overtime in a fair and equal manner. Each employee will be offered a minimum of 12 scheduled shifts per contract year.

a. Employees must work the shift to receive overtime pay

b. Employees will be asked to work from a rolling list where each employee is listed by seniority. As an employee either accepts the shift or refuses, he will then be placed on the bottom of the list, and then the next senior person will be offered. This system will insure that each employee will receive fair consideration for overtime work as it becomes available. A second rolling list will be established as outlined in this section for the purposes of ordered overtime.

1. If an employee is working as the second officer on the shift that is open he will not be displaced from the top of the list but passed over to the next senior officer available to work.

2. If an Officer is on an authorized leave (Vacation, Holiday, Earned, Bereavement, Military, Sick, or Personal) he will not be displaced from the top of the list for refusing the overtime.

3. If an employee is requested to work a scheduled shift with less than six (6) hours notice, and declines the shift, he/she will not be displaced from his/her place on the list, unless they work the shift and then will be placed on the bottom of the list.

4. A Probationary Police Officer on an FTO program is not available for scheduled overtime until they complete the program.

5. All overtime will be approved by a Supervisor to insure that overtime does not exceed budget restrictions or the terms of this agreement.

c. Employees should receive overtime in their own classification. The Investigation Division should accrue their overtime in investigations/youth activities, and the Patrol Division should accrue their overtime working open patrol shifts. Officers may accrue overtime outside their classification only if approved by the Chief of Police

d. Special operations such as STOP DWI, Traffic Safety Details, OMFU activation, Appearances in court are not considered as part of scheduled overtime, but will be monitored to insure they do not exceed budget restrictions.

e. Overtime will be computed at 150% of annual salary divided by ~~2016 hours~~ for all scheduled hours beyond 8 hours/day or 72 hour/work cycle.

f. An Officer may accumulate compensatory time up to a maximum of one hundred and fifty (150) hours. Employees may sell back to the Village a maximum of one hundred fifty (150) hours, per year at any one given time. When selling back compensatory time, employees will be paid the applicable rate at the time the compensatory time was earned. Compensatory time taken off shall be paid at the current contract rate. When an officer accumulates compensatory time he/she will be paid shift differential for applicable time worked in the pay period the compensatory time was earned.

g. In the event that there are no officers willing to volunteer to work scheduled overtime, officers will be ordered to work the overtime from a rolling list by seniority.

ARTICLE 25 – RECOMMENDATIONS FOR HIRE

2501. The Village and the Union shall establish a three member search committee whose function shall be to screen new applicants, and lateral transfers, for the purpose of hiring. The Village shall not appoint anyone to a sworn position, in any capacity in the Police Department unless 2 or more members of the search committee recommend them for hire.

ARTICLE 26 - LATERAL TRANSFERS

2601. Lateral transfers shall not be promoted to the rank of Sergeant, during their first year of service in the North Syracuse Police Department.

ARTICLE 27 - SAVINGS CLAUSE

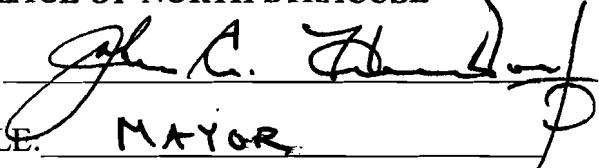
2701. ***SAVING.*** If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2702. ***WHOLE AGREEMENT.*** This agreement together with the Schedules referred to therein shall constitute the sole and entire agreement between the parties and supersedes all prior agreements, commitments, and practices and shall not be superseded by any verbal agreement. It

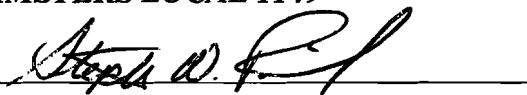
is further agreed that during the term of this agreement, neither party shall be required to negotiate on those matters included in this agreement, and those matters which could have been discussed and negotiated and were not.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized representatives.

VILLAGE OF NORTH SYRACUSE

BY: 
TITLE: MAYOR

TEAMSTERS LOCAL 1149

BY: 
TITLE: PRESIDENT

SCHEDULE A

RATES OF PAY (Police Officers hired until June 1, 1999)

| 2007 | 2008 | 2009 | 2010 | 2011 |
|---------------|---------------|---------------|---------------|---------------|
| 56,267 | 58,096 | 59,984 | 61,933 | 63,946 |

RATES OF PAY (Police Officers hired after June 1, 1999)

anniversary across

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 2007 | 32,586 | 35,784 | 39,669 | 47,018 | 49,505 | 51,486 | 56,267 |
| 2008 | 33,645 | 36,947 | 40,958 | 48,546 | 51,114 | 53,159 | 58,096 |
| 2009 | 34,738 | 38,148 | 42,289 | 50,124 | 52,775 | 54,887 | 59,984 |
| 2010 | 35,867 | 39,388 | 43,663 | 51,753 | 54,490 | 56,671 | 61,933 |
| 2011 | 37,033 | 40,668 | 45,082 | 53,435 | 56,261 | 58,513 | 63,946 |

SERGEANT

| 2007 | 2008 | 2009 | 2010 | 2011 |
|---------------|---------------|---------------|---------------|---------------|
| 60,913 | 62,893 | 64,937 | 67,047 | 69,226 |

DISPATCH AIDE

(Hired prior to June 1, 2007)

| | |
|-------------|---------------|
| 2007 | 37,961 |
| 2008 | 39,195 |
| 2009 | 40,469 |
| 2010 | 41,784 |
| 2011 | 43,142 |

DISPATCH AIDE

(Hired after June 1, 2007)

| | |
|-------------|---------------|
| 2007 | 22,000 |
| 2008 | 22,715 |
| 2009 | 23,453 |
| 2010 | 24,215 |
| 2011 | 25,002 |

CLERK/TYPIST

(Hired prior to June 1, 2007)

| | |
|-------------|---------------|
| 2007 | 40,798 |
| 2008 | 42,124 |
| 2009 | 43,493 |
| 2010 | 44,907 |
| 2011 | 46,366 |

CLERK/TYPIST

(Hired after June 1, 2007)

| | |
|-------------|---------------|
| 2007 | 22,000 |
| 2008 | 22,715 |
| 2009 | 23,453 |
| 2010 | 24,215 |
| 2011 | 25,002 |

The parties agree that the aforementioned wage schedule reflects a 3.25% wage increase in each year of the Agreement, with the 2007 wage increase to be paid retroactively to June 1, 2007. The parties further agree to reopen the wage schedule for years four and five of the Agreement for the purposes of providing a cost of living increase, if necessary. Such increase, if necessary,

shall be determined by the Social Security Administration's cost of living adjustment for that year. However, it is specifically understood that any cost of living adjustment shall not exceed .25% for either year, such that total wage increase will be no more than 3.5% for either year.

SCHEDULE B
POLICE HOLIDAYS:

*New Year's Day
Martin Lu/her King Day
President's Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Floating Holiday
Memorial Day
Veteran's Day*

Dates when holidays are celebrated will be those nationally recognized.

SCHEDULE C

Full Time Police Officer - Equipment

| | |
|-----------|--|
| One (1) | Ballistic Vest |
| Three (3) | Pair uniform pants |
| One (1) | Police-type cap |
| Six (6) | Police-type shirts, 3 winter and 3 summer |
| One (1) | Pair police-type shoes |
| One (1) | Pair winter boots |
| Two (2) | Police-type patrol jacket .1 winter, 1 spring/fall |
| One (1) | Raincoat |
| Two (2) | Police-type necktie |
| Two (2) | Badges - one shirt, one coat |
| Two (2) | Nameplates - one shirt, one coat |
| One (1) | Set handcuffs and case |
| One (1) | Sam Brown Belt and Accessories |
| One (1) | Holster for duty weapon |
| One (1) | Duty Weapon |
| One (1) | Sweater - Wool |
| One (1) | Pair gloves |
| One (I) | Clipboard |
| One (1) | Briefcase |
| One (l) | Cap Stun |
| One (1) | Baton (Asp) |
| One (1) | CPR Mask |