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Collective Bargaining Agreement Between The



Village Of East Syracuse New York

And



East Syracuse Police Benevolent Association

COPY

Term

June 01, 2003 - May 31, 2006

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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 ORIGINAL

Article 1

Freamble

This is a labor agreement between the Village of East Syracuse (herein after referred to as the "Village") and the East Syracuse Police Benevolent Association (herein after referred to as the "PBA" or the "Association") covering those police officers within the bargaining unit defined in Article II. 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.

Should any article, section, or portion of this Agreement be held unlawful, unenforceable, or unconstitutional, by any Court of this State, or any other State or Federal jurisdiction, or by the rulings of the State Department, such decision shall only apply to the specific article, section, or portion thereof and that portion of the contract shall be deemed null and void, but the remaining provisions of said contract shall remain in full force and effect. Should any of said provisions be deemed null and void, both parties agree to open negotiations to resolve those issues.

Article 2

Bargaining Unit

The Village recognizes the PBA as the sole and exclusive bargaining representative for all Full-time and Part-time Officers and Police Sergeants, excluding the Chief of Police.



**Article 3
Salaries**

Section 1.

The following salary schedule for full time officers shall be in place during the life of this contract:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
6/1/03-5/31/04	\$33,923	\$36,346	\$38,769	\$41,193	\$45,432	\$48,946
6/1/04-5/31/05	\$35,025	\$37,527	\$40,029	\$42,532	\$46,909	\$50,537
6/1/05-5/31/06	\$36,163	\$38,747	\$41,330	\$43,914	\$48,434	\$52,179

A). Patrol supervisor (Sergeants) salary shall be paid \$3,500 above the salary stated in step 6 for patrol officers in that current year.

6/1/03-5/31/04	\$52,446
6/1/04-5/31/05	\$54,037
6/1/05-5/31/06	\$55,679

B). The following salary schedule for part-time officers shall be in place during the life of this contract:

	Step 1 (less than 10 years)	Step 2 (10 years through 14 years)	Step 3 (15 years and greater)
6/1/03-5/31/04	\$15.76	\$17.30	\$18.33
6/1/04-5/31/05	\$15.92	\$17.47	\$18.51
6/1/05-5/31/06	\$16.08	\$17.64	\$18.70

All salary rates are per hour

Section 2

Officers will be governed by the following:

- A). New Full-Time Officers will be paid 90% of Step 1 until Academy and Field Training requirements are completed. After successful completion of the Academy and Field Training the new Officer will be paid 100% of Step 1.
- B). Full-Time Officers must complete 12 months of service before moving to the next step and thereafter will move to the next step on their anniversary dates.
- C). The following shift differential for all work during the hours between 1500 and 0700 hours shall be implemented and included in the member's regular rate of pay: \$.75 per hour.
- D). All Officers working STOP DWI, TEEP, Call-in details, or similar extra duties, will be paid at the overtime rate of time and one-half.

Section 3

Longevity

- A). All Full-Time Officers reaching their 5th anniversary will receive an additional \$350 per year in addition to the salaries stated in section 1. This sum will be paid to the Officer annually, on the Officer's anniversary date up to, and including, the Officer's 10th anniversary.
- B). All Full-Time Officers reaching their 11th anniversary will receive an additional \$700 per year above the salaries stated in section 1. This sum will be paid to the Officer annually, on the Officer's anniversary date up to, and including the Officer's 15th anniversary.
- C). All Full-Time Officers reaching their 16th anniversary will receive an additional \$1,050 per year in addition to the salaries stated in section 1. This sum will be paid to the Officer annually, on the Officer's anniversary date up to, and including the Officer's 20th anniversary.
- D). All Full-Time Officers reaching their 21th anniversary will receive an additional \$1,400 per year in addition to the salaries stated in section 1. This sum



will be paid to the Officer annually, on the Officer's anniversary date until separation from the department.

**Article 4
Holiday Pay**

A). The following named holidays shall be recognized for the purpose hereinafter set forth:

- | | |
|----------------------------|----------------------|
| New Year's Day | Labor Day |
| President's Day | Columbus Day |
| Memorial Day | Veteran's Day |
| Independence Day | Thanksgiving Day |
| Christmas Day | *2 Floating Holidays |
| Dr. Martin Luther King Day | Easter |

* Floating Holidays are to be used during the year at the discretion of the PBA member and to be approved by the Chief of Police consistent with the operating needs of the Department.

C). In lieu of time off for the above holidays, and except for the 2 floating holidays, each bargaining unit member, who has been employed for at least one year, will receive a lump sum payment on the first pay day in each December equal to eleven (11) days salary. Each bargaining unit member who has not been employed for the full year prior to such date shall receive a lump sum payment on such date equal to the one-day's salary for each of the above holidays, which occurred subsequent to his employment with the Village.

D). Floating holidays and holiday pay shall not apply to part-time officers.

E). Part-time officers who work a recognized holiday, that is the actual day of observance, shall be paid time and one-half for the entire shift.

**Article 5
Personal Days**

A). Each fulltime Officer is entitled to five (5) personal leave days per year, after one year of service has been completed. An Officer must make a written

request to the Chief of Police or his designee, for permission to utilize a personal leave day at least three (3) days in advance of the anticipated leave date. In the event of an emergency, an Officer shall give the Chief of Police or his designee, as much notice as is possible. The Chief of Police or his designee will grant the request for personal leave whenever it is possible to do so consistent with the operating needs of the Department.

B). There shall be no carry over of personal leave days from one calendar year to the next.

C). Personal days shall not apply to part-time officers.

Article 6 Sick Leave

A). Each fulltime Officer is eligible for paid sick leave. Sick leave days shall accrue at the rate of (1) day per month, (12) days in any given calendar year, up to a maximum accumulation of one hundred forty-four (144) days. There is no limit on the amount of accumulated sick leave, which the Officer may use, in any given year.

B). Except in extraordinary circumstances, as shall be determined in the sole and absolute discretion of the Chief of Police, an Officer shall provide notice of his intention to use a paid sick leave day at least ninety (90) minutes prior to his scheduled tour of duty.

C). The Chief of Police may require an Officer to produce a written statement from a physician to support the claim of an Officer that he was unable to work due to illness or injury in the event that the Officer is absent from work for more than three (3) consecutive days.

D). Unused sick leave shall accumulate up to 144 days and upon retirement, transfer or resignation from the East Syracuse Police Department, the Officer shall be paid in accordance with Article 16 herein, entitled "Accrual of Benefits".

E). Sick leave shall not apply to part-time officers.



Article 7

Bereavement and Incapacitating Illness Leave


- A). A fulltime Officer will be permitted four (4) paid days off in the event of an incapacitating illness of the Officer's spouse, parent, child, brother or sister. Incapacitating illness leave may not exceed four (4) days. An additional day(s) may be granted at the discretion of the Chief of Police.
- B). A fulltime Officer will be permitted a maximum of four (4) paid days off in the event of the death of the Officer's spouse, parent, child, brother or sister. An additional day may be granted at the discretion of the Chief of Police.
- C). A fulltime Officer will be permitted two (2) days off with pay to attend the funeral of the Officer's grandparent, grandchild or following in-laws: father, mother, brother, and or sister.
- D). Bereavement and incapacitating illness shall not apply to part-time officers.

Article 8

Uniform, Clothing and Equipment

- A). The Village will supply the initial issue of uniforms and equipment for all police officers at no cost to the employee. Initial issue shall consist of the existing uniforms of the East Syracuse Police Department in designated quantities and all accessories including but not limited to (rubber gloves and carrier, all Law updates, name plates, and collar brass, gun belt with keepers, hat, leather gloves, winter coat w/liner, spring jacket, raincoat, breast badge, handcuffs (2) w/case, ASP baton w/case, traffic vest, weapon w/holster and magazine carrier, ballistic vest with outer shell (2) and quilted cover, boots, shoes and department keys.
- B). The following is the uniform replacement policy for the East Syracuse Police Department.
- 1) At a minimum all Officers will receive, each year, the following: 2 long sleeve uniform shirts, 2 short sleeve uniform shirts, 2 pair of uniform trousers, 2 turtlenecks, 1 pair of uniform boots.



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2) Officers will be issued a new ballistic vest on or before the vest manufacture's suggested expiration date. The PBA President or his designee and the Chief of Police will decide selection of style and brand.

C). The following is the clothing allowance policy for the East Syracuse Police Department. At a minimum Officers shall be issued an annual clothing allowance as listed below for items not listed above, by a separate check to be issued at commencement of the Officer's employment and there after in the first week of July of each year:

FULL – TIME OFFICERS / SERGEANTS	\$250.00
FULL-TIME INVESTIGATOR.	\$650.00
PART-TIME OFFICER	\$125.00

Any damaged uniform items will be replaced on an as needed basis. Uniform items damaged during the performance of an Officer's duty will be replaced without restrictions or consideration of the annual allotment.

D). The following procedure will govern replacement of uniform items:

1. The employee will submit a request to replace a uniform item to the Office of the Chief of Police.
2. Date of last issuance is verified through uniform records.
3. The condition of the item requested to be replaced is checked. Certain items must be returned for this purpose (jacket, winter coats, leather items, etc.)
4. The Officer will be responsible for advising if the size remains the same or has changed. If size is changed the vendor will be contacted to re-measure the Officer.
5. Once the request is approved and size verified, the order will be placed with the vendor.
6. Items will be received by the Department. The Department will be responsible for notifying the person requesting replacement uniform items.

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7. When items are picked up, the employee will sign for receipt of the uniform items and uniform records will be updated.
- E). Without cost to the employee, the Department will replace uniform items, as well as personal property that are damaged / destroyed during the course of performing their duties. The Department will assume responsibility for seeking reimbursement for any damaged items. In the event restitution is not received the Department will bear the cost of replacing the uniform items.
- The Village's obligation to reimburse Officers for personal property of a customary type normally worn at work (such as eyeglasses, wristwatches, wedding rings, etc.) shall be limited to the reasonable replacement cost. If a civil action is necessary to obtain restitution for personal property, the Village shall assist the Officer and pay associated court costs. Reimbursement for personal cell phones shall not be required, provided that the Village make available Department cell phones for use during an Officer's tour of duty.
- F). An employee may be held responsible for replacement of uniform items in the event of willful destruction or negligence in the care or maintenance of uniform items.
- G). Uniform vendor choice shall be the responsibility of the Village.
- H). All Officers covered under this contract may have up to four (4) articles of uniform dry cleaned weekly at a dry cleaning establishment selected by the sole discretion of the Village. Officers shall be permitted to go to the dry cleaners during their tour of duty but will be required to answer all calls of service. The Investigator is authorized to substitute up to four (4) civilian clothing items per week though not to exceed four (4) items per week.
- I). Firearms – At cost to the Village, firearms will be supplied as duty weapons to each Officer. The Chief of Police shall determine the firearm with consultation being made with departmental firearms instructors.
- J). The Chief of Police has the final decision as to the duty weapon type, manufacturer and the quantity of weapons needed for the Department, provided compliance with paragraph I of this Article.
- K). Ammunition will be provided by the Village and the type will be determined by the Chief of Police.

**Article 9
Insurance**

A). Life Insurance

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The Village will provide life insurance for each Full-Time Officer in the amount equivalent to each Officer's annual projected salary up to \$49,900. A beneficiary form will be filled out by the Officer and filed with the Village and PBA Offices.

B). Health/Dental Insurance

The Village will provide health and dental insurance, subject to the following contributions to the cost of such insurance to be deducted from each Full-Time Officer's paycheck:

- \$15.00/week - Individual
- \$30.00/week - Family

The Village agrees to provide Individual coverage of Health and dental Insurance for the Officer who retires during the life of this contract, provided that as of the retirement date the Officer has been employed by the Village a minimum of 10 years. The retiree agrees to pay **25%** of the coverage. This cost to be billed by the Village of East Syracuse to the individual on a pre-quarterly basis.

C). Any Full Time Officer who elects to opt out of the Village Health / Dental Insurance Plan shall receive a check in the amount of **\$2,500.00**. During the month of April each year, officers will make such election on a form provided by the Village. If the officer is married, the spouse must also sign the form agreeing to the option. Insurance coverage will cease for the period June 1 thru the following May 31. Payment will be included in the first payroll of June.

**Article 10
Retirement Plan**

A). Except where otherwise provided by law, the Village will maintain the existing retirement plan for all Officers.



1. Officers covered in this agreement will be on such retirement plan consisting of twenty (20) years of completed service and "out" (retirement) at any age.
2. Pension will be in accordance with the New York State Policeman's and Fireman's Retirement System and shall be non-contributory.
3. Retirement will be based on an average of the three (3) highest years earned salary (not to exceed 20% of final year) under the 384-D Plan.

Article 11 Vacations

A). Vacation time will be allotted as follows:

1. Each fulltime officer having served six (6) months in the police department shall be allowed an annual vacation of six (6) working days (48 hours).
2. Beginning January 1st of the next calendar year and every calendar year thereafter, each fulltime officer after having served one (1) year but less than five (5) years shall be allowed an annual vacation of eleven (11) days (88 hours).
3. Beginning January 1st of the calendar year, each fulltime officer having served five (5) years but less than ten (10) years shall be entitled to sixteen (16) days (128 hours) vacation.
4. Beginning January 1st of the calendar year, each fulltime officer after having served ten (10) years but less than fifteen (15) years shall be entitled to twenty-one (21) days (168 hours) vacation.
5. Beginning January 1st of the calendar year, each fulltime officer after having served fifteen (15) years shall be entitled to one additional day per year up to a maximum of five (5) additional days for a total of twenty-six (26) days (208 hours) vacation for twenty (20) years and additional service.

B). Departmental seniority rules shall determine conflicts relative to requested time off. The Chief of Police, or his designee, shall have the ultimate right to schedule vacations according to the Department needs. However, this paragraph will be administered under the following rules:

1. Full-Time Officers' vacation requests shall be submitted in writing to the Chief, or his designee, in full or part no later than March 31st of that calendar year. Seniority will prevail until that time.
2. Any vacation requested to be used between January 1st and March 31st of the current year, must be submitted to the Chief of Police, or his designee, by January 1st and may be, at the discretion of the Chief, or his designee, subject to change in order to avoid conflicts.
3. Any vacation requested after March 31st of the current year, will not be honored by seniority.
4. Because the Chief of Police, or his designee, has the ultimate authority based upon the needs of the Department and staffing consideration, it is agreed that the granting of vacation to a person with less seniority for the same time period, will be a violation of this provision. This paragraph shall be administered only within the said March 31st limitation.
5. Officers may roll over / bank up to five (5) vacation days each year from yearly allotment not to exceed a total bank of twenty (20) days (160 hours) that shall not expire.
6. Vacation benefits shall not apply to part-time officers.

C). **Years of Service**

Years of service shall be determined from the date an Officer was sworn in with the Village of East Syracuse Police Department.

1. At the Village's Discretion, any other Town, Village, Sheriff or City Police Department service as fulltime status, prior to the Officer's service with the East Syracuse Police Department, may be credited to



the Officer's years of service. Any said credited time must be time served with the other departments in accordance with the State of New York training specifications and must be of fulltime equivalent status as a Police Officer.

2. Break in service, the date used in computing years of service, will begin with the date of re-employment with the Village of East Syracuse.



Article 12

Compensatory Time

A). An employee may accumulate up to 112 hours compensatory time in lieu of overtime being paid in cash. Once the employee has accumulated 112 hours compensatory time, all further overtime must be taken in cash until such time as all or a portion of said compensatory time has been used by the Officer. An Officer may request permission to take compensatory time provided the time requested off is adequately covered by another Officer. The Chief of Police, or his designee, will grant requests for a compensatory day whenever it is possible to do so consistent with operational needs of the Department.

B). All hours of compensatory time may be carried over into the next year and shall not expire.

C). Compensatory time shall not apply to part-time officers.

Article 13

Discipline and Discharge

Officers shall not be disciplined or discharged except for just cause.

Article 14

Grievance Procedure

A grievance is defined as any dispute involving an alleged violation or misinterpretation of this agreement. In the event an officer is disciplined or discharged for alleged misconduct or incompetency, he may either grieve the matter under this Article or, where applicable, proceed under Section 75 of the

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Civil Service Law. If the officer elects to grieve the matter, he shall waive any and all further rights under Section 75. ~~ORIGINAL~~

A grievance shall be commenced by notice, in writing, from an Officer or a PBA representative to the Chief of Police. Within five (5) business days, following the date that the grievance is filed, a written reply shall be provided the party filing the grievance, by the Chief of Police, or his designee. If not satisfied at this step, the aggrieved party shall give notice, in writing, of the grievance to the Village Board, who shall meet with a representative of the PBA within ten (10) business days of receipt of said notice. The Village Board will give its written answer to the grievance, to the aggrieved party, within ten (10) business days following such meeting.

If the grievance remains unresolved after this step, the PBA, or the officer in discipline/discharge matters, may submit the grievance in writing (with a copy to the Village) to the American Arbitration Association for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. 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 borne by the losing party, be it the Village, the PBA, or in discipline/discharge matters, the officer. The Arbitrator shall not have the power to add to or to subtract from or to change any of the provisions of the agreement. The Arbitrator shall not have authority to render any decision which conflicts with the laws, rulings or regulations binding upon the Village, nor shall he have authority to impose any obligation on the Village which is not specifically set forth in this agreement. Awards may not be retroactive beyond two (2) weeks prior to the service of the written grievance upon the Village. If a written copy of the grievance is not served on the Village within two (2) weeks of the act, occurrence or event giving rise to the grievance, or upon the arbitration association within twenty (20) days after the Village Board has given its answer in writing to the grievance, the grievance shall be considered waived and there shall be no right to arbitration.

Article 15

Call Back Pay

- A). Any Full-Time Officer who has completed his daily tour of duty that is called back to duty or is called in for any reason will be paid at a rate of time and one half with a minimum of three (3) hours pay.
- B). Any Officer held over his full tour of duty will be paid time and one half for the time worked over regularly scheduled tour of duty. *(Handwritten initials)*

C). Court time will be at time and one half pay with a minimum of two (2) hours pay.

D). Any Officers who for any reason must respond from home or otherwise, for other than his/her normal tour of duty, shall be compensated from the time of his notification; this shall be known as "Travel Time."

Article 16

Accrual of Benefits

A). "Accrual of Benefits" will be a determined amount of accumulated benefits an Officer will be entitled to receive upon any retirement, transfer, or resignation from the East Syracuse Police Department.

B). Any Full-Time Officer shall receive payment for unused vacation pay and unused sick days calculated at the rate of the Officer's salary at the time of his retirement, transfer or resignation as follows:

1. Unused Vacation Days:
 - a). Shall receive 100% payment.
2. Unused Sick Days:
 - a). 1-4 years of service - 25%
 - b). 5-9 years of service - 50%
 - c). 10-14 years of service - 75%
 - d). 15 plus years of service - 100%
3. Attendance premium, compensatory time and personal days will not be considered accrual benefits.

C). Record keeping will be the responsibility of the Administration and Officers will be entitled to document accounts of accrual benefits.

Article 17
Attendance Premium

The Village agrees to pay all regularly scheduled fulltime Officers an annual attendance premium in accordance with the following schedule:

Perfect Attendance - \$650.00

1 Sick Day - \$350.00

No further benefit after one (1) sick day.

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The compensation shall be made on a calendar year basis from January 1st to December 31st. An employee must be on the payroll for the full year in order to be eligible. Payment for the applicable attendance premium shall be paid within the first pay period after the first Village Trustees' meeting in January. The payment shall be based upon the calendar year last preceding the said January meeting.

Absences due to injury on duty under section 207-C of the General Municipal Law shall not be considered as the use of a sick day and shall not prevent a member being eligible for and entitled to the attendance premium.

Attendance premiums shall not apply to part-time officers.

Article 18
Strike Pledge

The PBA will not cause, instigate or encourage, and shall try to prevent any strike or work "slow down."

Article 19
Physical Standards

A) Prior to employment, each new Officer shall submit to a physical examination by a physician of the Village's choice. A report on the physical



examination shall be made to the Chief of Police and shall become part of the Officer's personnel record.

B) The Chief of Police may require an employee to submit to a medical or psychiatric examination if there is a reasonable basis to believe that the employee is unable to perform his job specifications and continuance on the job may endanger himself or others. The examination is to be performed in accordance with section 72 of the New York State Civil Service Law except that the Village and the PBA will agree in advance on a list of physicians from which the Village may select to perform the examination.

C) Officers shall be physically fit for duty.

Article 20 Training

A). Each Officer will be required to complete a minimum of forty (40) hours of training per year. Compensation for training will be straight time pay. If training, in combination with the workweek, exceeds a forty (40) hour week, the excess compensation shall be at time and one half pay. Firearm seminars, schools, updated certifications, and other police related schools shall be considered training.

B). Training availability shall be fairly and equally offered to Officers required to meet forty (40) hours training per year. It shall be the responsibility of the Chief of Police to ensure availability of training for Officers in order for standards to be met.

Article 21 Work Schedule

A). The work schedule for all fulltime Patrol Officers shall be four (4) days on and two (2) days off. The above schedule will repeat in subsequent weeks.

B). Scheduling of Non-patrol Officers will be the same as Patrol Officers, except that alternative scheduling may be implemented at the Chief of Police's discretion with agreement of the PBA and affected Officers.

C). All scheduling shall be in accordance with New York State Law, including but not limited to section 971 of the New York State Unconsolidated Law. Non-patrol Officers shall include Officers who are assigned to temporary special assignment and the Chief of Police may implement alternative scheduling for such Officers without being obligated to first secure permission from the PBA. However, should any Officer affected by the alternative schedule wish to protest the alternative schedule, he may do so through the auspices of the PBA at which point the Chief of Police and the PBA shall jointly reach a satisfactory resolution. If the Chief of Police and the PBA are unable to reach a satisfactory resolution, then the issue shall be a grievable issue according to the terms and conditions of the contract.

D). It is the policy of the East Syracuse Police Department to assign road patrol shifts according to seniority preference. Officers, in order of seniority, will meet quarterly with the Chief of Police or his designee to select shift preference. Officers' preferences shall be accommodated in order of seniority, except to the extent a bona fide operational necessity requires otherwise.

Shift selection meetings will be held in January, April, and July & October. For scheduling purposes, seniority is determined by years of service based on initial hiring date with the Village of East Syracuse.

F). The work schedule for part-time officers will be reflected on an as-needed basis.


Article 22

Tuition Assistance Plan

To assist Full-Time Police Officers in completing Associates or Bachelor degrees in Criminal Justice, or related fields, the Village will provide tuition assistance under the following terms:

1. Courses must be directly related to the pursuit of an Associates or a Bachelor of Arts degree in Criminal Justice, law enforcement, or other related field.
2. Courses must be taken at a fully accredited college or university.

3. Courses must be approved, in advance, by the Chief of Police and the Village Board of Trustees.
4. Reimbursement will be made in the amount of 85% of tuition if a grade of B or higher is achieved and 70% of tuition if a grade of C is achieved. No reimbursement will be given for any grade achieved below a C.
5. Upon successful completion of the course, the Officer must submit a copy of the transcript indicating the grade received and proof of tuition payment to be reimbursed.

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Article 23

Time Off for PBA Business

Recognizing that some PBA business may only be able to be conducted during regular shift(s), the PBA is allowed up to twelve (12) days per year for the President or his/her designee(s) to conduct PBA business, which cannot be accomplished outside normal shift time. Such time off will be granted under the following guidelines:

1. The Police Chief must be advised when time is being taken and must be made aware of a reasonable approximation of the amount of time necessary to complete the PBA business and return to normal duties.
2. Time off for PBA business will be allowed only when there are two or more Officers on duty so there will be no loss of coverage to the Village.
3. The PBA Officer will conduct PBA business at the Village Municipal building, or Police Department, unless the business entails leaving the Village. If the business is to be conducted outside the Municipal Building, or Police Department, the PBA Officer must change into civilian attire. The Changing of attire is to be included in the amount of time-off.



Article 24
Management Rights

Except where expressly limited by a specific provision of this contract, the Village and/or its designated representative shall have the sole and exclusive right to direct and manage the Department of the Police, including but not limited to the following rights:

1. To determine the size, composition, and organization of the Department and any sub-units therein.
2. To determine the facilities and equipment to be utilized and/or maintained.
3. To determine what work is to be performed by the department, its place of performance, and who is to perform it.
4. To determine assignments and job duties.
5. To determine the rules and regulations governing the department.
6. To determine what training or instructional programs are necessary and in compliance with this contract.
7. To determine the methods, means, equipment, and personnel by which any and all department operations are to be conducted.
8. To determine practices and procedures for the efficient, disciplined, and orderly operations of the department.
9. To determine the hours of work and work schedules in compliance with this contract.



**Article 25
Jury Duty**

Full-Time Officers called for Jury Duty on a regularly-scheduled work day will remit to the Village any money earned for this duty less any expenses (i.e., parking). Any Officer selected for Jury Duty will be compensated at his/her full rate of pay.

**Article 26
Review of Personnel Records**

All sworn officers shall have the right to review their own personnel record within seventy-two hours of written request to the Chief of Police and said records shall be made available during that officer's normal working hours.

**Article 27
Indemnification**

The Village hereby agrees to adopt, or maintain, to the benefit of all its sworn Police Officers, a local law, resolution, rule, regulation, or ordinance, conferring upon said Police Officers, the benefits of New York State Public Officers Law Section 18 and further agrees to be held liable for the costs incurred under New York State Public Officers Law Section 18.

**Article 28
Duration**

This Agreement shall be effective as of June 1st, 2003 and shall expire on May 31st, 2006.

DATED: 31 March 05

Lorene McCoy Dadey
Lorene McCoy Dadey
Mayor, Village of East Syracuse

DATED: 31 Mar 2005

Peter A. Hooser
Peter A. Hooser, President, East Syracuse Police Benevolent Association