

MEMORANDUM OF AGREEMENT

between

CITY OF SARATOGA SPRINGS

and

**SARATOGA SPRINGS POLICE PROTECTIVE
AND BENEVOLENT ASSOCIATION**

WHEREAS, the City of Saratoga Springs (“City”) and the Saratoga Springs Police Protective and Benevolent Association (“PBA”) are parties to a Collective Bargaining Agreement with a stated term of January 1, 2018 through December 31, 2022 (“2018-2022 Collective Bargaining Agreement”), a Memorandum of Agreement, dated April 3, 2019, extending and modifying the 2018-2022 Collective Bargaining Agreement through December 31, 2023 (“2023 CBA MOA”); a Memorandum of Agreement dated January 6, 2021 further extending the 2018-2022 Collective Bargaining Agreement through December 31, 2025 (“2024-2025 CBA MOA”); and a 12 Hour Shift Memorandum of Agreement dated May 13, 2021 (“12 Hour Shift MOA”) (collectively “Collective Bargaining Agreement”); and

WHEREAS, the PBA filed a policy grievance on or about February 3, 2022 challenging the City’s elimination of the twelve (12) hour schedule; and

WHEREAS, the PBA filed a Demand for Arbitration with the New York State Public Employment Relations Board (“PERB”) on or about April 19, 2022 (PERB Case No. A2022-017); and

WHEREAS, the City and the PBA have met and discussed a potential resolution to the grievance challenging the elimination of the twelve (12) hour shift and wish to memorialize the terms of such a resolution through this Agreement; and

WHEREAS, subject to approval by the City Council and ratification by the PBA, the parties hereby agree to modify the Collective Bargaining Agreement as follows:

1. The parties agree that on July 2, 2022, the Patrol Division, with the exception of the School Resource Officer, shall be placed on a ten (10) hour schedule.
2. In order to implement the ten (10) hour schedule for the Patrol Division, the Collective Bargaining Agreement shall be modified as reflected in the document which is annexed is hereto, made a part hereof and incorporated herein by reference as **Exhibit “A”**.
3. Effective upon implementation of the ten (10) hour schedule, Appendix A to the Collective Bargaining Agreement shall be replaced with the salary schedule which is annexed hereto, made a part hereof and incorporated herein by reference as **Exhibit “B”**.
4. The following language shall be added to the Collective Bargaining Agreement as

Article VIII, Section 4(f):

When a shift shortage occurs and it is not filled on a voluntary basis, the least senior employee working the shift starting immediately prior to (i.e., hold-over) and/or immediately subsequent to (i.e., call-in) the shift with the shortage who is not working on an overtime basis will be mandated to work. However, no employee shall be mandated to work two (2) consecutive calendar days. If the mandate would result in an employee being mandated to work two (2) consecutive calendar days, the next least senior employee working the shift starting immediately prior to (i.e., hold-over) and/or immediately subsequent to (i.e., call-in) the shift with the shortage who is not working on an overtime basis shall be mandated to work.

5. Except as modified herein, all language and terms of the Collective Bargaining Agreement and any other agreements between the parties shall continue unchanged and are incorporated herein by reference which shall include incorporating all previous Memoranda of Agreement and other clarifications addressing contract

language as is appropriate and agreed to by the parties.

**SARATOGA SPRINGS POLICE PROTECTIVE
AND BENEVOLENT ASSOCIATION**

By: _____
Daniel Mullan, Jr., President

Dated: _____

CITY OF SARATOGA SPRINGS

By: _____
Ron Kim, Mayor

Dated: _____

EXHIBIT A

LABOR RELATIONS CONTRACT

between the

CITY OF SARATOGA SPRINGS

and the

**SARATOGA SPRINGS POLICE PROTECTIVE
AND BENEVOLENT ASSOCIATION**

for the period

JANUARY 1, 2018 TO DECEMBER 31, 2025

ARTICLE VIII
WAGES AND OTHER
ECONOMIC PROVISIONS

1. Wages: The wage or salary scales for Members of the Department including ~~in-grade-step~~ increases, and rank differentials ~~and longevity allowances~~ for the calendar years 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025 shall be as set forth in Appendix A attached hereto and made a part hereof. These wages and salary scales reflect an across the board increase of 2% effective January 1, 2018; 2% effective January 1, 2019; 2% effective January 1, 2020; 2% effective January 1, 2021; and 2% effective January 1, 2022, 2% effective January 1, 2023, 2% effective January 1, 2024 and ~~2%~~ 3% effective January 1, 2025. ~~Appendix A also reflects an increase in Step 2 to \$53,798 and Step 3 to \$57,648. These increases in Step 2 and Step 3 shall be implemented effective January 1, 2018 prior to the January 1, 2018 2% wage increase being applied thereto.~~ Appendix A also reflects a 6% differential between an 8-year Patrol Officer ~~working an eight (8) hour schedule~~ and the starting pay of an Investigator with less than 10 years of service. When applying the aforesaid differential to an Investigator with ten (10) or more years of service, the Investigator's base pay shall be calculated based upon a Patrol Officer ~~working an eight (8) hour schedule~~ with the same years of service. Appendix A also reflects a 14% differential between an 8-year Patrol Officer ~~working an eight (8) hour schedule~~ and the starting pay of a Sergeant ~~working an eight (8) hour schedule~~ with less than 10 years of service. ~~Appendix A also reflects a 14% differential between an 8-year Patrol Officer working a twelve (12) hour schedule and the starting pay of a Sergeant working a twelve (12) hour schedule with less than 10 years of service.~~ When applying the aforesaid rank

differentials to a Sergeant with ten (10) or more years of service, the Sergeant's base pay shall be calculated based upon a Patrol Officer with the same years of service.

2. Longevity:

Effective January 1, 2023, longevity shall be paid in accordance with the following schedule:

- a. Employees with 6-9 years of service: \$75 per year of service
- b. Employees with 10-14 years of service: \$150 per year of service
- c. Employees with 15-19 years of service \$175 per year of service
- d. Employees with 20+ years of service: \$200 per year of service

Longevity pay shall be annualized and paid on a bi-weekly basis and shall be included for all calculation purposes, including overtime and pension/retirement purposes.

3. Compensation For Out-Of-Grade Work: A Member of the Department who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for every day so employed, commencing with the first day of such employment.

4. Overtime:

- a. 8 Hour Schedule: The following shall apply to all Police Officers working an eight (8) hour schedule:

Any Police Officer working or credited with working in excess of eight (8) hours on any one tour of duty, or working or credited with working in excess of

forty (40) hours in any one work week, shall be paid for all such additional time spent computed on the basis of time and one-half of his/her regular hourly rate.

~~a. 12 hour Schedule: The following shall apply to all Police Officers working a twelve~~

~~(12) hour schedule:~~

b. 10 Hour Schedule: The following shall apply to all Police Officers working a ten (10) hour schedule:

~~Any Police Officer working or credited with working in excess of twelve (12) hours on any one tour of duty, or in excess of thirty six (36) hours in any work week in which he/she is scheduled to work three (3) days in accordance with Exhibit "1" and forty eight (48) hours in any work week in which he/she is schedule to work four days in accordance with Exhibit "1", shall be paid for all such additional time spent computed on the basis of time and one half of his/her regular hourly rate.~~

~~b. For the purposes of the Fair Labor Standards Act only, the parties agree to an exemption creating a fourteen (14) day work period with eighty (80) hours for those employees working an eight (8) hour schedule and eighty four (84) hours for those employees working a twelve (12) hour schedule.~~

Any Police Officer working or credited with working in excess of ten (10) hours on any one tour of duty, or working or credited with working in excess of forty (40) hours in any one work week, shall be paid for all such additional time spent computed on the basis of time and one-half of his/her regular hourly rate.

c. All paid absences, except sick time, shall count as "hours worked" in computing the numbers of hours worked for overtime purposes.

d. The denominator for the purposes of calculating overtime rate of pay and regular hourly rate of pay shall be 2086.

~~e.e.~~ The Employee may elect to take compensatory time in lieu of cash payment if such time can be scheduled so as not to affect the efficiency of the operation of the Police Department or require increased expenditures of funds by the City and the Employee will be allowed one and one-half (1 1/2) hours for each hour of overtime worked. All compensatory time may be accumulated and utilized in accordance with the rules set forth by the Fair Labor Standards Act, provided that effective July 1, 2010 no individual Employee may accumulate in excess of 240 hours of compensatory time. Any individual Employee who has accumulated in excess of 240 hours of compensatory time as of July 1, 2010 will not forfeit any hours, and may thereafter spend down such time, but may not accumulate any additional time until his/her bank is below 240 hours, and shall thereafter be subject to the absolute cap of 240 hours.

5. Call-Back: **NOTE: Substantive language of Call-Back remains the same. Need to re-number subsequent sections accordingly.**

6. Holidays: All Members of the Police Department shall receive ~~eight-ten~~ hours pay at the regular hourly rate of pay whether or not they are scheduled to work for holidays; the ~~eleven (11)-~~ twelve (12) holidays that will apply to all Members of the Police Department are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday

4. Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. Easter
- 11.12. Juneteenth

A Police Officer who works any of the aforementioned holidays shall be paid, in addition to the ~~eight (8)~~ ten (10) hours holiday pay, their applicable hourly rate of pay for all time worked or credited on such holidays plus an amount equal to his/her regular hourly rate of pay ("Holiday Premium") for all time worked or credited on such holidays ~~up to a maximum of eight (8) hours for members assigned to the eight (8) hour schedule, and a maximum of twelve (12) hours for members assigned to the twelve (12) hour schedule.~~ That is to say, PBA bargaining unit members shall be paid ~~8~~ ten (10) hours for each holiday named herein whether or not the day in question is worked, and any PBA bargaining unit member who works on such a named holiday will be paid his/her applicable hourly rate of pay for all time worked or credited plus a Holiday Premium equal to his/her regular hourly rate of pay for all time worked or credited on such holiday ~~up to a maximum of eight (8) hours for members assigned to the eight (8) hour schedule, and a maximum of twelve (12) hours for members assigned to the twelve (12) hour schedule.~~

Notwithstanding the foregoing, a PBA bargaining unit member shall only be paid the Holiday Premium for a call-in for traffic court on Memorial Day, Veteran's Day, Washington's Birthday and Lincoln's Birthday if the actual time worked pursuant to the call-in exceeds two (2) hours. For purposes of this section, the PBA bargaining unit member shall be entitled to be paid as set forth herein for all time worked or credited during the period of time from 12:00 a.m. to 11:59 p.m. on any of the aforementioned holidays.

A PBA member who works on Travers Day will be paid their applicable rate of pay for all time worked or credited plus premium pay equal to their regular hourly rate of pay for all time worked or credited on such day. For purposes of this section, the PBA bargaining unit member shall be entitled to be paid as set forth herein from 9:00 a.m. on Travers Day through 5:00 a.m. on the day following Travers Day.

8. Shift Differential

a. Officers permanently assigned to 8 hour tours of duty

Bargaining unit members assigned to work the 4:00 p.m. to midnight shift will receive an additional ~~\$-.80~~ \$2.07 per hour for shift differential. Bargaining unit members assigned to the swing shift (i.e., an 8 hour shift with varying start times between 6:00 p.m. - 9:00 p.m. and varying end times between 2:00 a.m. - 5:00 a.m.) will receive an additional ~~\$1.00~~ \$2.69 per hour for shift differential. Bargaining unit members assigned to work the midnight to 8:00 a.m. shift will receive an additional ~~\$1.20~~ \$4.14 per hour for shift differential. The foregoing shift differentials shall be increased in the same manner (effective dates and percentage increases) as the salary increases reflected in Article VIII, Section 1 herein.

b. Officers permanently assigned to ~~12~~10 hour tours of duty:

Bargaining unit members assigned to work ~~between the hours of the 3 p.m. – 1 a.m. shift~~ will receive an additional ~~\$.80~~ \$2.07 per hour shift differential ~~for the hours worked between 3:00 p.m. and 11:00 p.m.~~ Bargaining unit members assigned to the swing shift (i.e., ~~an 8 hour shift with varying start times between 6:00 p.m. – 9:00 p.m. and varying end times between 2:00 a.m. – 5:00 a.m. 7:00 p.m. – 5:00 a.m.~~) will receive an additional ~~\$1.00~~ \$3.10 per hour for shift differential. Bargaining unit members assigned to work ~~between the hours of 11:00 p.m. and 7:00 a.m. – 9 a.m. shift~~ will receive an additional ~~\$1.20~~ \$3.10 per hour for shift differential ~~for the hours worked between 11:00 p.m. and 7:00 a.m.~~ The foregoing shift differentials shall be increased in the same manner (effective dates and percentage increases) as the salary increases reflected in Article VIII, Section 1 herein.

~~e. Officers permanently assigned to 10 hour tours of duty:~~

~~— Bargaining unit members assigned to the four (4) day per week ten (10) hour per day work schedule shall receive an additional \$1.20 per hour shift differential.~~

~~d.~~c. All Officers

For ~~B~~b bargaining unit members permanently assigned to any shift affected by shift differential, the shift differential will be paid for both time worked and leave with pay (e.g., vacation, sick, etc.).

Bargaining unit members permanently assigned to ~~the~~ any tour of duty shall be paid the shift differential regardless of any temporary assignments (schools, etc.).

Shift differential will not be paid to any bargaining unit member working any shift on an overtime basis, whether assigned to that shift or not.

9. Investigators Stand-By Pay: Investigator on-call pay for Members of the Investigations Division shall be paid for each scheduled "Stand-By" (On-Call) weeks at a rate of Three Hundred Thirteen Dollars (\$313.00) per week. Total Investigations Division Stand-by pay shall be Sixteen Thousand Two Hundred Seventy-Six Dollars (\$16,276.00) per year, excluding Members on Special Assignment. Investigators on Special Assignment will be paid a flat rate of One Thousand Two Hundred Dollars (\$1,200.00) per year. On-Call pay for Investigators will be paid in a lump sum payment in the month of December of each year.

ARTICLE IX
HOURS OF EMPLOYMENT, VACATIONS,
SICK LEAVE, LEAVE OF ABSENCES, ETC.

1. Hours of Employment

1. There shall be two work schedules for Employees. There shall be an eight (8) hour schedule and a ~~twelve (12)~~ ten (10) hour schedule. On July 2, 2022, the Patrol Division, with the exception of the School Resource Officer, shall be placed on a ten (10) hour schedule.

~~a. 8 Hour Schedule:~~

~~a.~~ The basic workweek for all Members of the PBA bargaining unit shall be forty (40) hours per week.

~~b. 12 Hour Schedule:~~

~~1. The Patrol Division, shall be divided into five (5) Squads. Each Squad shall be further divided into two (2) Platoons.~~

~~2. The basic work schedule shall consist of seven (7) workdays every fourteen (14) calendar days with fixed days off. In each biweekly schedule, one work week shall consist of three (3) workdays and one work week shall consist of four (4) workdays. All seven (7) workdays shall consist of twelve (12) hour tours of duty. The biweekly work schedule for each Squad and Platoon within the Squad, including the start times and end times for each Squad, shall be set forth in Exhibit "1" which is annexed hereto, made a part hereof and incorporated herein by reference.~~

- ~~e. Employees Working a Combination of Eight (8) Hour Tour(s) of Duty and twelve (12) Hour Tour(s) of Duty:~~

~~It may be necessary for an Employee to work a combination of an eight (8) hour tour(s) of duty and a twelve (12) hour tour(s) of duty in a fourteen (14) day work schedule. When that does occur, the following shall apply:~~

- ~~1. Change from Eight (8) Hour Tour(s) of Duty to Twelve (12) Hour Tour(s) of Duty:~~

~~When an Employee works a combination of eight (8) hour tour(s) of duty and twelve (12) hour tour(s) of duty or solely twelve (12) hour tour(s) of duty in a work week, there is a potential that, due to the switch in schedule, he/she may be scheduled to work or be credited with less than forty (40) hours of work during a week. Recognizing this, and in order to ensure that an Employee will not lose any hours of work as a result of the switch in schedule, he/she will be scheduled to work those hours during that work~~

~~week. However, if the Employee is not scheduled to work all of those hours during that work week, the Employee will be automatically credited with the same number of hours he/she would have worked had he/she remained on the eight (8) hour schedule, exclusively during that particular work week.~~

~~2. Change from Twelve (12) Hour Tour(s) of Duty to Eight (8) Hour Tour(s) of Duty:~~

~~When an Employee works a combination of an eight (8) or twelve (12) hour tour(s) of duty in a fourteen (14) day work schedule or solely eight (8) hour tour(s) of duty in a week there is a potential that, due to the switch in~~

~~schedule, he/she may be scheduled to work or be credited with less than forty eight (48) hours of work during a week he/she is regularly scheduled to work four (4) twelve (12) hour days and less than thirty six (36) hours when he/she is regularly scheduled to work three (3) twelve (12) hour days. Recognizing this, and in order to ensure that an Employee will not lose any hours of work as a result of the switch in schedule, he/she will be scheduled to work those hours attached to his/her shift during his/her assignment to the eight (8) hour tour(s) of duty. However, if the Employee is not scheduled to work all of those hours during his/her assignment to the eight (8) hour tour(s) of duty, the Employee will be automatically credited with the same~~

~~number of hours he/she would have worked had he/she remained on the twelve (12) hour schedule exclusively during that particular work week~~

b. 10 Hour Schedule: The Patrol Division shall be divided into three (3) Shifts and a Swing Shift. Each Shift shall be further divided into two (2) Platoons. The weekly work schedule for each Shift and Platoon within the Shift and the Swing Shift, including the start times, end times, days off and work days shall be as set forth in Exhibit "1" which is annexed hereto, made a part hereof and incorporated herein by reference.

2. Sick Leave/Personal Leave:

a. Definition: Each Employee contracting or incurring any non-service connected sickness or disability that renders such Employee unable to perform his/her duties, shall receive sick leave with pay to the extent that such Employee has accumulated such sick leave. It is the intention of the parties to provide sick leave for reasons defined herein and not for any other purpose.

b. Entitlement: All Employees shall be allowed one hundred forty-four (144) hours per year (at twelve (12) hours per month) for absence due to illness or disability including up to sixty-four (64) hours for personal leave. Such unused leave may be accumulated without limit, provided that no more than one thousand two hundred (1,200) hours may be taken in any one calendar year including the final year. When an Employee retires from service, he/she shall be paid the cash value of all accumulated sick leave standing to his/her credit to a maximum of nine hundred and sixty (960) hours at his/her current salary rate. In the event that a Member dies while employed by the City, the above accumulated

benefits will be paid to his/her estate up to the maximum the Member would have been paid had they retired.

c. Upon request by the Employer, an Employee who has been absent two or more consecutive work days, shall supply to the Employer a statement from a doctor verifying their sickness and their inability to perform their job as a Police Officer as a result of that sickness.

3. Personal Leave Procedure: Requests to the Department for personal leave hereunder shall be submitted in writing a minimum of seventy-two (72) hours in advance of the requested leave time unless such advance notice cannot be given due to an unforeseen emergency. Additionally, unless approved by a supervisor, such leave shall be taken only in multiples of four (4); or eight (8) hours or twelve (12) hours each- for employees working an eight (8) hour schedule and multiples of five (5) or ten (10) hours for employees working a ten (10) hour —schedule. Unless approved by a Supervisor, an Employee can only take personal leave in an increment of less than a full shift if the personal leave commences at the beginning of his/her shift or ends at the conclusion of his/her shift.

4. Maternity Leave: Female Employees covered hereunder who become disabled by reason of pregnancy, shall be eligible to use available sick leave entitlement during the period of absence caused by the pregnancy disability. Such period of disability must be certified by the Employee's physician and at the option of the Chief, subject to review by the City physician.

For purposes of this provision, "disabled" shall mean physically incapable of performing any Police Officer functions.

5. Vacations:

a. All permanent Members of the Police Department shall be entitled to a vacation. Any recognized holiday as set forth in the Agreement falling within such vacation period shall be added to the vacation period as long as the efficiency of the Department is not affected and this procedure does not cause a manpower shortage on any particular shift and/or platoon. If such holiday cannot be added to the Employee's vacation schedule for the foregoing reason, they shall be allowed the time on some other day during the year. Only vacation holidays earned in the last quarter of the year may be carried into the next year and those days must be used within the first quarter of the new year.

b. An Employee shall be entitled to vacation as follows:

1. Employees assigned to an eight (8) hour schedule:

One full year of service: Fifty-six (56) hours

Two full years of service: One hundred and twelve (112) hours

Three full years of service: One hundred and sixty-eight (168) hours

Ten full years of service: Two hundred and eight (208) hours

Fifteen full years of service: Two hundred and thirty-two (232) hours

2. Effective January 1, 2023, Employees assigned to a
twelve (12)-ten (10) hour schedule:

One full year of service: Sixty (60) hours

Two full years of service: One hundred and ~~eight (108)~~
ten (110) hours

Three full years of service: One hundred and ~~sixty-~~
eight (168) seventy (170) hours

Ten full years of service: Two hundred and ~~sixteen~~
~~twenty (216220)~~ hours

Fifteen full years of service: Two hundred and ~~twenty~~
~~eight~~thirty (228230) hours

~~b-c.~~ If an Employee is permanently transferred from an assignment that works the ~~twelve (12)~~ten (10) hour schedule to an assignment that works an eight (8) hour schedule and vice versa, his/her vacation allotment for that calendar year shall be adjusted for the remainder of that calendar year and be credited on a prorated basis for the remainder of that calendar year in accordance with paragraph (b) above. Notwithstanding any provision of this Agreement to the contrary, an Employee shall be entitled to use any type of accrued leave, with the exception of sick leave, to maintain time off for a scheduled vacation.

~~e-d.~~ Persons with less than one full year of service shall be entitled to vacation or compensation thereof at straight time on a pro rata basis.

~~d-e.~~ All Investigators and Sergeants covered hereunder shall be allowed an additional twenty-four (24) hours vacation in each year. For employees working an eight (8) hour schedule, these additional vacation hours shall be taken in full day increments. For employees working a ten (10) hour schedule, these additional vacation days shall be taken in full day increments plus a four (4) hour block to be taken at the beginning of the employee's shift or at the conclusion of the employee's shift.

~~e-f.~~ Vacation days can be taken in multiples of one (1) workday. Single vacation days requested must be submitted on the prescribed form a minimum of seventy-two (72) hours prior to the requested day. If the request is submitted less

than seventy-two (72) hours in advance, it may be refused if an overtime situation is created or evident, the same as a compensatory time request. Personal day requests will have priority over single vacation day requests.

~~f.g.~~ Vacations shall be scheduled within the unit or shift by order of seniority within grade.

~~g.h.~~ Any Member entitled to vacation benefits who shall resign or have their employment terminated without cause shall not forfeit their right to such vacation time and if the time may not be allotted in work days, they shall be paid the equivalent of that number of hours based upon straight time pay schedule. Any Member of the Department entitled to vacation benefits who may die prior to their receipt of said benefits for any year shall have an amount equivalent to their pay for those days paid to their next-of-kin or estate. Any Member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as they are physically capable of returning to active duty. Vacation time that cannot be used in the calendar year that the Employee returns to active duty, shall be carried over to the following calendar year and used under guidelines established in Article IX, section 5 of this Agreement.

~~h.i.~~ Employees shall not be entitled to a separate annual contract day with pay.

6. Bereavement Leave: Any Member of the Department shall be granted a maximum of four (4) calendar days with pay due to the death in his/her immediate family. The term "immediate family" shall mean spouse; natural, foster or step-parents; children; step children; brother; sister. Any Member of the

Department shall be granted a maximum of three (3) calendar days with pay due to the death of his/her brother/sister-in-law; father-in-law; mother-in-law; grandfather; grandmother; grandchild; or any relative residing in the Member's household.

7. Leave of Absence: Leaves of absence without pay may be granted upon request subject to the prior need to maintain a full and efficient staff to man the Department. In determining preference between Employees who request leave for the same period, the Department shall take into consideration the necessity for the absence and the seniority of the Employee. Subject to applicable law, no other criteria shall be employed.

8. Leaves of Absence for PBA Representatives: PBA Officers, representatives, and delegates, but not more than six (6) Employees at any one time, shall be granted leaves of absence without loss of pay to participate in negotiations with the Employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. They will also be given leave with pay to attend PBA and executive board meetings. Six (6) Employees, but not more than two, which by their absence would create overtime will be permitted to participate in and attend conferences and conventions of affiliated unions, associations and organizations without loss of pay.

An Employee as authorized above desiring time off for attendance at meetings, conferences or conventions will notify his/her superior Officer sufficiently in advance to permit proper scheduling of duties.

9. Jury Duty Leave: All Members, regardless of assigned shift, shall be afforded the day off with pay while serving jury duty.

ARTICLE X
INSURANCE AND RELATED BENEFITS

1. All Members of the Department shall be covered for death benefits provided for in Section 208-B of the General Municipal Law.

2. Health Insurance. HMOs in effect and to be continued on the date of the execution of this Agreement include MVP and CDPHP. The City shall continue to offer the MVP 10 HMO and CDPHP 10 HMO which are currently in effect. Effective January 1, 2019, the City will no longer be required to offer CDPHP 10 HMO but the City shall to continue to offer MVP 10 HMO which is currently in effect. When removing this plan, the City shall insure that any Members participating in CDPHP 10 HMO plan will have immediate access to MVP 10 HMO.

A. Employees

5. Special Courses: Whenever a special course is announced by an educational institution which in the opinion of the Department Head will result in the improvements of the professional capacity of a Police Officer, the City may arrange to permit as many of the personnel as are interested in attending such course when not on duty and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority shall be the primary requirement for eligibility insofar as the City is concerned.

6. Education Incentive: The City shall pay an education bonus on an annual basis to any Member of the bargaining unit who has successfully completed course work and obtained a degree listed in Appendix D which is annexed hereto, made a part hereof and incorporated herein by reference as Appendix D. Appendix

D shall be in place effective January 1, 2018 and shall not be applied retroactively.

2% of base pay of an Employee working an eight (8) hour schedule for an Associate's Degree; or
3% of base pay of an Employee working an eight (8) hour schedule for a Bachelor's Degree.

For any Employee currently receiving an Educational Incentive, the City recognizes that the degree issued is for the purposes of this Agreement in a field directly related to law enforcement.

~~7.~~ 7. Field Training Program: The City has initiated a field training program for all probationary patrolmen. Field Training Officers are assigned to the field training program by the Chief of Police with assistance from the Project Manager. When a Field Training Officer assigned to an eight (8) hour tour of duty has a probationary Officer assigned to him/her, he/she will be compensated at the rate of one and one-quarter (1¼) hours overtime for each day actually spent in training with the new Officer. ~~When a Field Training Officer assigned to a twelve (12) hour tour of duty has a probationary Officer assigned to him/her, he/she will be compensated at the rate of one and~~
~~one-half hours of overtime for each day actually spent in training with the new Officer.~~ When the field training program for the probationary Patrolman is complete, the Field -Training Officer will cease to receive this additional compensation. If, for any reason, the probationary Patrolman is assigned to another Officer (who is not an FTO) during the training period, then that other Officer is not eligible for this compensation.

ARTICLE XIII

TRANSFERS

1. It is recognized that transfers may be either a more or less desirable function or position. Therefore, in selecting personnel for transfer the following criteria shall be applied:

(a) The Department may transfer any Employee to a position less desirable than the one he/she formerly occupied in an emergency situation. However, such emergency shall not continue for more than one week unless the Employee voluntarily agrees to continue to perform the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the Police Officer with the least seniority qualified to perform the work shall be selected.

(b) Vacancies to preferable assignments shall be posted and all Police Officers desiring to be transferred to such assignments shall submit their written request to the Chief of the Department. The Department shall prepare a list of such applicants and appointments thereto shall be made in accordance with the provisions of Article XI, Section 4. Any Police Officer who is by-passed in selection for such assignment shall be advised of the reason therefore, and may, if he believes the Department to be in error, file a grievance with the PBA and the Department concerning the same.

(c) Posting shall not be necessary for the filling of temporary vacancies of less than 30 days duration.

As an incentive, any Member ~~who works an eight (8) hour schedule,~~ whether or not they are required to comply with the program, who passes the fitness standards shall be entitled to a "Fitness Day" off, or at the option of the employee, pay in the amount of ten (10) hours at their regular hourly rate of pay for employees

working a ten (10) hour schedule and eight (8) hours at their regular hourly rate of pay for employees working an eight (8) hour schedule. This day will be scheduled and administered so as not to cause overtime.

~~As an incentive, any Member who works the twelve (12) hour schedule, whether or not they are required to comply with the program, who passes the fitness standards shall be entitled to four (4) hours of time off. This time will be scheduled and administered so as not to cause overtime.~~

The City will supplement an investment for maintenance, upkeep and improvement of fitness equipment housed at the PBA property located at 20 Bliven Way, Saratoga Springs in an amount not to exceed One Thousand Dollars (\$1,000.00) annually. The PBA acknowledges that each individual PBA Member is responsible for complying with these physical fitness requirements. Any action taken by a PBA Member necessary to be in compliance with these requirements shall be done on the Employee's own personal time. Further, the PBA and its Members agree to hold the City harmless from any alleged GML 207-c or other injury claims which arise out of any individuals training, weight lifting, or other physical fitness conduct regardless of whether such training be performed at the PBA hall or elsewhere.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

SARATOGA SPRINGS POLICE AND BENEVOLENT ASSOCIATION

By: _____
DANIEL MULLAN, Jr., President

CITY OF SARATOGA SPRINGS

By: _____
RON KIM, Mayor

**EXHIBIT
"1"**

PLATOON "1" (7 am - 7 pm)							
Squad A							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Work	Work	Pass	Pass	Work	Work	Pass
2	Pass	Pass	Work	Work	Pass	Pass	Work
Squad B							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Pass	Pass	Work	Work	Pass	Pass	Work
2	Work	Work	Pass	Pass	Work	Work	Pass

PLATOON "2" (7 pm - 7 am)							
Squad C							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Work	Work	Pass	Pass	Work	Work	Pass
2	Pass	Pass	Work	Work	Pass	Pass	Work
Squad D							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Pass	Pass	Work	Work	Pass	Pass	Work
2	Work	Work	Pass	Pass	Work	Work	Pass

PLATOON "3" (11 am - 11 pm)							
Squad A							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Work	Work	Pass	Pass	Work	Work	Pass
2	Pass	Pass	Work	Work	Pass	Pass	Work
Squad B							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Pass	Pass	Work	Work	Pass	Pass	Work
2	Work	Work	Pass	Pass	Work	Work	Pass

PLATOON "4" (11 pm - 11 am)							
Squad C							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Work	Work	Pass	Pass	Work	Work	Pass
2	Pass	Pass	Work	Work	Pass	Pass	Work
Squad D							
Week	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
1	Pass	Pass	Work	Work	Pass	Pass	Work
2	Work	Work	Pass	Pass	Work	Work	Pass

<u>SHIFT "1" (7 am-5 pm)</u>							
<u>Platoon A</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>
<u>2</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>
<u>Platoon B</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>
<u>2</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>

<u>SHIFT "2" (3 pm-1 am)</u>							
<u>Platoon A</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>
<u>2</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>
<u>Platoon B</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>
<u>2</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>

<u>SHIFT "3" (11 pm-9 am)</u>							
<u>Platoon A</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>
<u>2</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>
<u>Platoon B</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>
<u>2</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Pass</u>

<u>Swing Shift (7 pm-5 am)</u>							
<u>Week</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>1</u>	<u>Work</u>	<u>Pass</u>	<u>Pass</u>	<u>Pass</u>	<u>Work</u>	<u>Work</u>	<u>Work</u>

EXHIBIT “B”

PATROL OFFICER	1/1/2020	12/31/2021	1/1/2022	1/1/2023 2%	1/1/2024 2%	1/1/2025 3%
Academy	46,899	47,837	48,794	49,770	50,765	52,288
Start	51,846	52,883	53,941	55,020	56,120	57,804
1	53,479	54,549	55,640	56,753	57,888	59,625
2	59,945	61,144	62,367	63,614	64,886	66,833
3	64,236	65,521	66,831	68,168	69,531	71,617
4	68,526	69,897	71,295	72,721	74,175	76,400
5	73,659	75,132	76,635	78,168	79,731	82,123
6	74,127	75,610	77,122	78,664	80,237	82,644
7	80,802	82,418	84,066	85,747	87,462	90,086
8	82,790	84,446	86,135	87,858	89,615	92,303
9	82,790	84,446	86,135	87,858	89,615	92,303
10	83,142	84,805	86,501	88,231	89,996	92,696
11	83,142	84,805	86,501	88,231	89,996	92,696
12	83,142	84,805	86,501	88,231	89,996	92,696
13	83,142	84,805	86,501	88,231	89,996	92,696
14	83,142	84,805	86,501	88,231	89,996	92,696
15	83,633	85,306	87,012	88,752	90,527	93,243
16	83,633	85,306	87,012	88,752	90,527	93,243
17	83,633	85,306	87,012	88,752	90,527	93,243
18	83,633	85,306	87,012	88,752	90,527	93,243
19	83,984	85,664	87,377	89,125	90,908	93,635
20	84,268	85,953	87,672	89,425	91,214	93,950
21	84,548	86,239	87,964	89,723	91,517	94,263
22	84,827	86,524	88,254	90,019	91,819	94,574
23	85,109	86,811	88,547	90,318	92,124	94,888
24	85,390	87,098	88,840	90,617	92,429	95,202
25	85,674	87,387	89,135	90,918	92,736	95,518
26	85,954	87,673	89,426	91,215	93,039	95,830
27	86,234	87,959	89,718	91,512	93,342	96,142
28	86,516	88,246	90,011	91,811	93,647	96,456
29	86,796	88,532	90,303	92,109	93,951	96,770
30	87,078	88,820	90,596	92,408	94,256	97,084
31	87,358	89,105	90,887	92,705	94,559	97,396
32	87,642	89,395	91,183	93,007	94,867	97,713
33	87,921	89,679	91,473	93,302	95,168	98,023
34	88,201	89,965	91,764	93,599	95,471	98,335
35	88,484	90,254	92,059	93,900	95,778	98,651
36	88,765	90,540	92,351	94,198	96,082	98,964
37	89,046	90,827	92,644	94,497	96,387	99,279

years of service	Investigator Pay Scale				
	Current 2022	New 2022	1/1/2023 (2%)	1/1/2024 (2%)	1/1/2025 (3%)
0	86,956	91,304	93,130	94,993	97,843
1	86,956	91,304	93,130	94,993	97,843
2	86,956	91,304	93,130	94,993	97,843
3	86,956	91,304	93,130	94,993	97,843
4	86,956	91,304	93,130	94,993	97,843
5	86,956	91,304	93,130	94,993	97,843
6	86,956	91,304	93,130	94,993	97,843
7	86,956	91,304	93,130	94,993	97,843
8	86,956	91,304	93,130	94,993	97,843
9	86,956	91,304	93,130	94,993	97,843
10	87,322	91,688	93,522	95,392	98,254
11	87,322	91,688	93,522	95,392	98,254
12	87,322	91,688	93,522	95,392	98,254
13	87,322	91,688	93,522	95,392	98,254
14	87,322	91,688	93,522	95,392	98,254
15	87,840	92,232	94,077	95,959	98,838
16	87,840	92,232	94,077	95,959	98,838
17	87,840	92,232	94,077	95,959	98,838
18	87,840	92,232	94,077	95,959	98,838
19	88,211	92,622	94,474	96,364	99,255
20	88,502	92,927	94,786	96,681	99,582
21	88,801	93,241	95,106	97,008	99,918
22	89,096	93,551	95,422	97,330	100,250
23	89,392	93,862	95,739	97,654	100,584
24	89,686	94,170	96,053	97,974	100,914
25	89,981	94,480	96,370	98,297	101,246
26	90,276	94,790	96,686	98,620	101,578
27	90,575	95,104	97,006	98,946	101,915
28	90,867	95,410	97,318	99,265	102,243
29	91,161	95,719	97,633	99,586	102,574
30	91,459	96,032	97,953	99,912	102,909
31	91,752	96,340	98,267	100,232	103,239
32	92,047	96,649	98,582	100,554	103,570
33	92,344	96,961	98,900	100,878	103,905
34	92,640	97,272	99,217	101,202	104,238
35	92,932	97,579	99,531	101,521	104,567
36	93,230	97,892	99,850	101,847	104,902
37	93,525	98,201	100,165	102,168	105,233

SERGEANT	1/1/2020	12/31/2021	1/1/2022	1/1/2023 2%	1/1/2024 2%	1/1/2025 3%
0	94,379	96,267	98,192	100,156	102,159	105,226
1	94,379	96,267	98,192	100,156	102,159	105,226
2	94,379	96,267	98,192	100,156	102,159	105,226
3	94,379	96,267	98,192	100,156	102,159	105,226
4	94,379	96,267	98,192	100,156	102,159	105,226
5	94,379	96,267	98,192	100,156	102,159	105,226
6	94,379	96,267	98,192	100,156	102,159	105,226
7	94,379	96,267	98,192	100,156	102,159	105,226
8	94,379	96,267	98,192	100,156	102,159	105,226
9	94,379	96,267	98,192	100,156	102,159	105,226
10	94,782	96,678	98,612	100,584	102,596	105,673
11	94,782	96,678	98,612	100,584	102,596	105,673
12	94,782	96,678	98,612	100,584	102,596	105,673
13	94,782	96,678	98,612	100,584	102,596	105,673
14	94,782	96,678	98,612	100,584	102,596	105,673
15	95,342	97,249	99,194	101,178	103,202	106,297
16	95,342	97,249	99,194	101,178	103,202	106,297
17	95,342	97,249	99,194	101,178	103,202	106,297
18	95,342	97,249	99,194	101,178	103,202	106,297
19	95,742	97,657	99,610	101,602	103,634	106,744
20	96,063	97,984	99,944	101,943	103,982	107,103
21	96,385	98,313	100,279	102,285	104,331	107,459
22	96,703	98,637	100,610	102,622	104,674	107,814
23	97,025	98,966	100,945	102,964	105,023	108,172
24	97,344	99,291	101,277	103,303	105,369	108,530
25	97,667	99,620	101,612	103,644	105,717	108,891
26	97,987	99,947	101,946	103,985	106,065	109,246
27	98,307	100,273	102,278	104,324	106,410	109,602
28	98,628	100,601	102,613	104,665	106,758	109,960
29	98,948	100,927	102,946	105,005	107,105	110,317
30	99,269	101,254	103,279	105,345	107,452	110,675
31	99,589	101,581	103,613	105,685	107,799	111,031
32	99,911	101,909	103,947	106,026	108,147	111,393
33	100,230	102,235	104,280	106,366	108,493	111,746
34	100,550	102,561	104,612	106,704	108,838	112,102
35	100,872	102,889	104,947	107,046	109,187	112,463
36	101,192	103,216	105,280	107,386	109,534	112,819
37	101,514	103,544	105,615	107,727	109,882	113,178