

## CITY OF SARATOGA SPRINGS

City Council Meeting

December 30, 2020 Via Zoom - Registration Required

💻 Print

3:30 PM CALL TO ORDER 1. ZOOM REGISTRATION HERE ROLL CALL SALUTE TO FLAG PUBLIC COMMENT PERIOD / 15 MINUTES PRESENTATION(S): EXECUTIVE SESSION:

## CONSENT AGENDA

### MAYOR'S DEPARTMENT

- 1. Discussion and Vote: Approve Amendments to Non-Union Resolution
- 2. Discussion and Vote: Authorization for Mayor to execute MOA with CSEA City Hall Union regarding 2021 wage and other concessions
- 3. Discussion and Vote: Authorization for Mayor to execute MOA with CSEA DPW Union regarding 2021 wage and other concessions
- 4. Discussion and Vote: Authorization for Mayor to execute MOA with Fire Administrative Officers Union regarding 2021 wage and other concessions
- 5. Discussion and Vote: Authorization for Mayor to execute MOA with Firefighters Union regarding 2021 wage and other concessions
- 6. Discussion and Vote: Authorization for Mayor to execute MOA with PBA Union regarding 2021 wage and other concessions
- 7. Discussion and Vote: Authorization for Mayor to execute MOA with Police Administrative Officers Union regarding 2021 wage and other concessions
- 8. Discussion and Vote: Authorization for Mayor to execute MOA with Police Lieutenants Union regarding 2021 wage and other concessions

### ACCOUNTS DEPARTMENT

### FINANCE DEPARTMENT

- 1. Discussion and Vote: Budget Transfers Regular
- 2. Discussion and Vote: Budget Transfers Payroll

## PUBLIC WORKS DEPARTMENT

## PUBLIC SAFETY DEPARTMENT

## SUPERVISORS

ADJOURN

# MEMORANDUM OF AGREEMENT by and between CITY OF SARATOGA SPRINGS and

## CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, AFSCME, AFL-CIO for the CITY of SARATOGA SPRINGS UNIT of the SARATOGA COUNTY LOCAL #846 CITY HALL UNIT 8457-01

WHEREAS, the City of Saratoga Springs ("City") and the Civil Service Employees Association Local 1000, AFSCME, AFL-CIO for the City of Saratoga Springs Unit of the Saratoga County Local #846, City Hall Unit 8457-01 ("City Hall Unit") are parties to a Collective Bargaining Agreement with a stated term of January 1, 2017 through December 31, 2022; and

WHEREAS, the COVID-19 pandemic and resulting economic disruption has caused an unprecedented negative impact on the finances of business and public entities, including the City of Saratoga Springs; and

WHEREAS, the City is confronting significant budgetary shortfalls that may impact its ability to provide essential services if immediate cost-saving measures are not implemented; and

WHEREAS, the City and the City Hall Unit have engaged in good-faith negotiations in order to address the current crisis; and

WHEREAS, the City and the City Hall Unit have ultimately reached an agreement and wish to memorialize the terms of such agreement herein,

NOW, THEREFORE, it is agreed by the City and the City Hall Unit as follows:

1. Article XXIII of the Collective Bargaining Agreement shall be amended by changing the wage rate increase from a two percent (2%) increase effective January 1, 2021 to a wage rate increase of two percent (2%) effective at 11:59 p.m. on December 31, 2021. The wage rate

increase for 2022 shall remain at the percentage set forth in the Collective Bargaining Agreement.

- 2. The City Hall Unit members shall forego annual increase/step and longevity payments as set forth in Article XXI and Appendix "A3-A8" for the 2021 calendar year. Steps and Longevity payments for calendar year 2022 and subsequent years, if applicable, shall remain unaffected by this Agreement but shall not be retroactive (example: Union member earning Step 2 on 2020 anniversary date shall forego Step 3 in 2021, but shall earn remaining portion of Step 3 on January 1, 2022 and Step 4 on 2022 anniversary date).
- 3. The parties recognize that there are multiple possible future events that the parties cannot predict and which may materially impact the City's financial condition. However, the Union concessions herein outlined, in addition to the other extraordinary measures taken by the City Council, are believed to be sufficient to avoid layoffs and the City agrees to utilize all available options in an effort to avoid any such layoffs for the 2021 calendar year.
- 4. In the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 Pandemic, the City agrees to utilize any such excess revenue to restore wage increases and/or increment/step and longevity payments to Union members for 2021 in a manner proportionate to the restoration of same for all other employees and union members providing concessions.
- 5. The City agrees to offer an extension of the Collective Bargaining Agreement to the City Hall Unit, for a period of up to two (2) years beyond the expiration date set forth above, and which shall contain all existing terms and provide a salary increase of two percent (2%) for

the extended year(s). Should the City Hall Unit elect to extend their Collective Bargaining Agreement, they must notify the City in writing of such election within thirty (30) days of their execution of this Agreement.

- 6. The contents of this Memorandum of Agreement shall be considered a part of the Collective Bargaining Agreement referenced above and shall be interpreted in accordance with the laws of the State of New York. Any provision of the Collective Bargaining Agreement inconsistent with the terms of this Memorandum of Agreement are hereby superseded by this Agreement to the extent inconsistent.
- 7. This Memorandum of Agreement may be signed in counterparts, all of which shall constitute one agreement. A facsimile or e-mailed copy of this Memorandum of Agreement will have the same force and effect as the original.
- This Memorandum of Agreement is contingent on the ratification and approval of the City Hall Unit and the City, pursuant to their own internal Constitution, Bylaws, Charter and procedures.
- Any modification of this Agreement will not be effective unless reduced to writing and executed by the parties.

DATED: December \_\_\_\_, 2020

Meg Kelly, Mayor

Lisa Watkins, CSEA Local 1000, City Hall Unit

**Denise Warren, CSEA Region 4 Director** 

# MEMORANDUM OF AGREEMENT by and between CITY OF SARATOGA SPRINGS and CSEA, LOCAL 1000 AFSCME, AFL-CIO CITY OF SARATOGA SPRINGS DPW UNIT OF THE SARATOGA COUNTY

### **LOCAL 846**

WHEREAS, the City of Saratoga Springs ("City") and the CSEA, Local 1000 AFSCME, AFL-CIO, City of Saratoga Springs DPW Unit of the Saratoga County Local 846 ("DPW Unit") are parties to a Collective Bargaining Agreement with a stated term of January 1, 2017 through December 31, 2021; and

WHEREAS, the COVID-19 pandemic and resulting economic disruption has caused an unprecedented negative impact on the finances of business and public entities, including the City of Saratoga Springs; and

WHEREAS, the City is confronting significant budgetary shortfalls that may impact its ability to provide essential services if immediate cost-saving measures are not implemented; and

WHEREAS, the City and the DPW Unit have engaged in good-faith negotiations in order to address the current crisis; and

WHEREAS, the City and the DPW Unit have ultimately reached an agreement and wish to memorialize the terms of such agreement herein,

NOW, THEREFORE, it is agreed by the City and the DPW Unit as follows:

 Article V and Salary Schedule of the Collective Bargaining Agreement shall be amended by changing the wage rate increase from a two percent (2%) increase effective January 1, 2021 to a wage rate increase of two percent (2%) effective at 11:59 p.m. on December 31, 2021.

- The DPW Unit members shall forego any amounts associated with boots, pants and shirts as set forth set forth in the Collective Bargaining Agreement or as otherwise provided for the 2021 calendar year (Total value of \$35,470.00).
- 3. The parties recognize that there are multiple possible future events that the parties cannot predict and which may materially impact the City's financial condition. However, the Union concessions herein outlined, in addition to the other extraordinary measures taken by the City Council, are believed to be sufficient to avoid layoffs and the City agrees to utilize all available options in an effort to avoid any such layoffs for the 2021 calendar year.
- 4. In the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 Pandemic, the City agrees to utilize any such excess revenue to restore wage increases to Union members for 2021 in a manner proportionate to the restoration of same for all other employees and union members providing concessions.
- 5. The City agrees to offer an extension of the Collective Bargaining Agreement to the DPW Unit, for a period of up to two (2) years beyond the expiration date set forth above, and which shall contain all existing terms and provide a salary increase of two percent (2%) for the extended year(s). Should the DPW Unit elect to extend their Collective Bargaining Agreement, they must notify the City in writing of such election within thirty (30) days of their execution of this Agreement.
- 6. The contents of this Memorandum of Agreement shall be considered a part of the Collective Bargaining Agreement referenced above and shall be interpreted in accordance with the laws

of the State of New York. Any provision of the Collective Bargaining Agreement inconsistent with the terms of this Memorandum of Agreement are hereby superseded by this Agreement to the extent inconsistent.

- 7. This Memorandum of Agreement may be signed in counterparts, all of which shall constitute one agreement. A facsimile or e-mailed copy of this Memorandum of Agreement will have the same force and effect as the original.
- This Memorandum of Agreement is contingent on the ratification and approval of the DPW Unit and the City, pursuant to their own internal Constitution, Bylaws, Charter and procedures.
- 9. Any modification of this Agreement will not be effective unless reduced to writing and executed by the parties.

DATED: December \_\_\_\_, 2020

Meg Kelly, Mayor

Kevin Older, CSEA DPW Unit President

Per City Council approval

# MEMORANDUM OF AGREEMENT by and between CITY OF SARATOGA SPRINGS and

## FIRE ADMINISTRATIVE OFFICERS UNION

WHEREAS, the City of Saratoga Springs ("City") and the Saratoga Springs Fire Administrative Officers Union are parties to a Collective Bargaining Agreement with a stated term of January 1, 2018 through December 31, 2023; and

WHEREAS, the COVID-19 pandemic and resulting economic disruption has caused an unprecedented negative impact on the finances of business and public entities, including the City of Saratoga Springs; and

**WHEREAS**, the City is confronting significant budgetary shortfalls that may impact its ability to provide essential services if immediate cost-saving measures are not implemented; and

WHEREAS, the City and the Fire Administrative Officers Union have engaged in good-faith negotiations in order to address the current crisis; and

WHEREAS, the City and the Fire Administrative Officers Union have ultimately reached an agreement and wish to memorialize the terms of such agreement herein,

**NOW, THEREFORE**, it is agreed by the City and the Fire Administrative Officers Union as follows:

- The Salary Schedule of the Collective Bargaining Agreement shall be amended by changing the wage rate increase from a two percent (2%) increase effective January 1, 2021 to a wage rate increase of two percent (2%) effective at 11:59 p.m. on December 31, 2021.
- 2. The parties recognize that there are multiple possible future events that the parties cannot predict and which may materially impact the City's financial condition. However, the Union

concessions herein outlined, in addition to the other extraordinary measures taken by the City Council, are believed to be sufficient to avoid layoffs and the City agrees to utilize all available options in an effort to avoid any such layoffs for the 2021 calendar year.

- 3. In the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 Pandemic, the City agrees to utilize any such excess revenue to restore wage increases to Union members for 2021 in a manner proportionate to the restoration of same for all other employees and union members providing concessions.
- 4. The City agrees to offer an extension of the Collective Bargaining Agreement to the Fire Administrative Officers Union, for a period of up to two (2) years beyond the expiration date set forth above, and which shall contain all existing terms and provide a salary increase of two percent (2%) for the extended year(s). Should the Fire Administrative Officers Union elect to extend their Collective Bargaining Agreement, they must notify the City in writing of such election within thirty (30) days of their execution of this Agreement.
- 5. The contents of this Memorandum of Agreement shall be considered a part of the Collective Bargaining Agreement referenced above and shall be interpreted in accordance with the laws of the State of New York. Any provision of the Collective Bargaining Agreement inconsistent with the terms of this Memorandum of Agreement are hereby superseded by this Agreement to the extent inconsistent.

- 6. This Memorandum of Agreement may be signed in counterparts, all of which shall constitute one agreement. A facsimile or e-mailed copy of this Memorandum of Agreement will have the same force and effect as the original.
- This Memorandum of Agreement is contingent on the ratification and approval of the Fire Administrative Officers Union and the City, pursuant to their own internal Constitution, Bylaws, Charter and procedures.
- 8. Any modification of this Agreement will not be effective unless reduced to writing and executed by the parties.

DATED: December \_\_\_\_, 2020

Meg Kelly, Mayor

Joseph D. Dolan, Fire Chief

Per City Council approval

## MEMORANDUM OF AGREEMENT by and between CITY OF SARATOGA SPRINGS and

## CITY OF SARATOGA SPRINGS FIREFIGHTERS UNION LOCAL 343, I.A.F.F., AFL-CIO

WHEREAS, the City of Saratoga Springs ("City") and the City of Saratoga Springs Firefighters Union Local 343, I.A.F.F., AFL-CIO ("Firefighters Union") are parties to a Collective Bargaining Agreement with a stated term of January 1, 2019 through December 31, 2023; and

WHEREAS, the COVID-19 pandemic and resulting economic disruption has caused an unprecedented negative impact on the finances of business and public entities, including the City of Saratoga Springs; and

WHEREAS, the City is confronting significant budgetary shortfalls that may impact its ability to provide essential services if immediate cost-saving measures are not implemented; and

WHEREAS, the City and the Firefighters Union have engaged in good-faith negotiations in order to address the current crisis; and

**WHEREAS**, the City and the Firefighters Union have ultimately reached an agreement and wish to memorialize the terms of such agreement herein,

NOW, THEREFORE, it is agreed by the City and the Firefighters Union as follows:

- 1. Article VII of the Collective Bargaining Agreement shall be amended by changing the wage rate increase from a two percent (2%) increase effective January 1, 2021 to a wage rate increase of two percent (2%) effective at 11:59 p.m. on December 31, 2021.
- 2. The Firefighters Union members shall forego annual increase/step and longevity payments as set forth in Article VII and Appendix "A" for the 2021 calendar year. Steps and

Longevity payments for calendar year 2022 and subsequent years, if applicable, shall remain unaffected by this Agreement but shall not be retroactive (example: Union member earning Step 2 on 2020 anniversary date shall forego Step 3 in 2021, but shall earn remaining portion of Step 3 on January 1, 2022 and Step 4 on 2022 anniversary date).

- 3. The parties recognize that there are multiple possible future events that the parties cannot predict and which may materially impact the City's financial condition. However, the Union concessions herein outlined, in addition to the other extraordinary measures taken by the City Council, are believed to be sufficient to avoid layoffs and the City agrees to utilize all available options in an effort to avoid any such layoffs for the 2021 calendar year.
- 4. In the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 Pandemic, the City agrees to utilize any such excess revenue to restore wage increases and/or increment/step and longevity payments to Union members for 2021 in a manner proportionate to the restoration of same for all other employees and union members providing concessions.
- 5. The City agrees to offer an extension of the Collective Bargaining Agreement to the Firefighters Union, for a period of up to two (2) years beyond the expiration date set forth above, and which shall contain all existing terms and provide a salary increase of two percent (2%) for the extended year(s). Should the Firefighters Union elect to extend their Collective Bargaining Agreement, they must notify the City in writing of such election within thirty (30) days of their execution of this Agreement.

- 6. The contents of this Memorandum of Agreement shall be considered a part of the Collective Bargaining Agreement referenced above and shall be interpreted in accordance with the laws of the State of New York. Any provision of the Collective Bargaining Agreement inconsistent with the terms of this Memorandum of Agreement are hereby superseded by this Agreement to the extent inconsistent.
- 7. This Memorandum of Agreement may be signed in counterparts, all of which shall constitute one agreement. A facsimile or e-mailed copy of this Memorandum of Agreement will have the same force and effect as the original.
- This Memorandum of Agreement is contingent on the ratification and approval of the Firefighters Union and the City, pursuant to their own internal Constitution, Bylaws, Charter and procedures.
- 9. Any modification of this Agreement will not be effective unless reduced to writing and executed by the parties.

DATED: December \_\_\_\_, 2020

Meg Kelly, Mayor

James Morrow, Firefighters Union Local 343

Per City Council approval

#### **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"); and a Memorandum of Agreement, dated April 3, 2019, extending the Collective Bargaining Agreement for one additional year, through December 31, 2023 ("2023 Memorandum of Agreement") (collectively "Collective Bargaining Agreement").

WHEREAS, the City and the PBA have engaged in good faith negotiations in order to address the current situation and to avoid any potential layoffs of PBA bargaining unit members; and

WHEREAS, the City and the PBA have reached an agreement and wish to memorialize the terms of such agreement herein: 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:

 Article VII, Section 1 and Appendix A shall be amended by changing the wage and salary increase from a two percent (2%) increase effective January 1, 2021 to a wage and salary increase of two percent (2%) increase effective at 11:59 p.m. on December 31, 2021.

- 2. The term of the Collective Bargaining Agreement shall be extended for two (2) additional years, through December 31, 2025 with across the board increases in the wage and salary scales contained in Appendix "A" of the Collective Bargaining Agreement of two percent (2%) effective January 1, 2024 and two percent (2%) effective January 1, 2025. A revised Appendix "A" which shall be attached to the new Collective Bargaining Agreement is annexed hereto as Exhibit "A" and made a part hereof and incorporated herein by reference
- 3. The first paragraph of Article VIII, Section 6 which provides that all PBA bargaining unit members shall receive eight (8) hours pay at their regular rate whether or not they are scheduled to work the eleven (11) enumerated holidays shall be modified solely for calendar year 2021 to provide that PBA bargaining unit members shall not receive eight hours of pay for Washington's Birthday, Lincoln's Birthday, Labor Day and Easter in calendar year 2021.
- 4. Article VIII, Section 4 entitled Clothing Allowance shall be modified to provide that PBA bargaining unit members shall forfeit their clothing allowance solely for calendar year 2021. The City shall continue to provide any Police Officer who is hired in calendar year 2021 with an initial issue of uniforms.
- 5. The parties recognize that there are multiple possible future events that the parties cannot predict and which may materially impact the City's financial condition. However, the PBA concessions herein outlined, in addition to the other extraordinary measures taken by the City Council, are believed to be sufficient to avoid layoffs and the City agrees to utilize all available options in an effort to avoid any such layoffs for the 2021 calendar year.

- 6. In the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 Pandemic, the City agrees to utilize any such excess revenue to restore wage increases effective January 1, 2021, the four (4) days of Holiday Pay forfeited pursuant to paragraph 3 herein, and the Clothing Allowance forfeited pursuant to paragraph 4 herein to PBA members for 2021 in a manner proportionate to the restoration of concessions for all other employees and union members providing concessions.
- 7. Except as modified herein and as may be agreed to by the City and PBA in the drafting of a comprehensive and updated document constituting the Collective Bargaining Agreement, all language and terms of the Collective Bargaining Agreement shall continue unchanged and are incorporated herein by reference.
- 8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Furthermore, signatures delivered via facsimile or email transmission shall have the same force and effect as the originals thereof.

Dated:

#### **CITY OF SARATOGA SPRINGS**

By: Meg Kelly, Mayor

Dated: \_\_\_\_\_

SARATOGA SPRINGS POLICE PROTECTIVE AND BENEVOLENT ASSOCIATION

By: Daniel'Mullan, Jr., President

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### EXHIBIT "A"

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#### APPENDIX A

PATROL	1/1/2018	1/1/2019	1/1/2020	12/31/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Academy	42,931	43,790	44,666	45,55 <del>9</del>	46,470	47,399	48,347	49,314
Start	47,460	48,409	49,377	50,365	51,372	52,399	53,447	54,516
1	48,954	49,933	50,932	51,951	52,990	54,050	55,131	56,234
2	54,874	55,971	57,090	58,232	59,397	60,585	61,797	63,033
3	58,801	59 <b>,9</b> 77	61,177	62,401	63,649	64,922	66,220	67,544
4	62,728	63,983	65,263	66,568	67,899	69,257	70,642	72,055
5	67,427	68,776	70,152	71,555	72,986	74,446	75,935	77,454
6	67,856	69,213	70,5 <del>9</del> 7	72,009	73,449	74,918	76,416	77,944
7	73,966	75,445	76,954	78,493	80,063	81,664	83,297	84,963
8	75,786	77,302	78,848	80,425	82,034	83,675	85,349	87,056
9	75,786	77,302	78,848	80,425	82,034	83,675	85,349	87,056
10	76,108	77,630	79,183	80,767	82,382	84,030	85,711	87,425
11	76,108	77,630	79,183	80,767	82,382	84,030	85,711	87,425
12	76,108	77,630	79,183	80,767	82,382	84,030	85,711	87,425
13	76,108	77,630	79,183	80,767	82,382	84,030	85,711	87,425
14	76,108	77,630	79,183	80,767	82,382	84,030	85,711	87,425
15	76,558	78,089	79,651	81,244	82,869	84,526	86,217	87,941
16	76,558	78,089	79,651	81,244	82,869	84,526	86,217	87,941
17	76,558	78,089	79,651	81,244	82,869	84,526	86,217	87,941
18	76,558	78,089	79,651	81,244	82,869	84,526	86,217	87,941
19	76,879	78,417	79,985	81,585	83,217	84,881	86,507	88,237
20	77,138	78,681	80,255	81,860	83,497	85,167	86,870	88,607
21	77,395	78,943	80,522	82,132	83,775	85,451	87,160	88,903
22	77,651	79,204	80,788	82,404	84,052	85,733	87,448	89,238
23	77,909	79,467	81,056	82,677	84,331	86,018	87,738	89,493
24	78,166	79,729	81,324	82,950	84,609	86,301	88,027	8 <b>9,</b> 788
25	78,425	79,994	81,594	83,226	84,891	86,589	88,321	90,087
26	78,682	80,256	81,861	83,498	85,168	86,871	88,608	90,380
27	78,939	80,518	82,128	83,771	85,446	87,155	88,898	90,676
28	79,196	80,780	82,396	84,044	85,725	87,440	89,189	90,973
29	79,453	81,042	82,663	84,316	86,002	87,722	89,476	91,266
30	79,711	81,305	82,931	84,590	86,282	88,008	89,768	91,563
31	79,968	81,567	83,198	84,862	86,559	88,290	90,056	91,857
32	80,226	81,831	83,468	85,137	86,840	88,577	90,349	92,156
33	80,482	82,092	83,734	85,409	87,117	88,859	90,636	92,449
34	80,739	82,354	84,001	85,681	87,395	89,143	90,926	92,745
35	80,998	82,618	84,270	85,955	87,674	89,427	91,216	93,040
36	81,255	82,880	84,538	86,229	87,954	89,713	91,507	93,337
37	81,513	83,143	84,806	86,502	88,232	89,997	91,797	93,633

INVEST	1/1/2018	1/1/2019	1/1/2020	12/31/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
0	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
1	80,333	81,940	83 <i>,</i> 579	85,251	86,956	88,695	90,469	92,278
2	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
3	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
4	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
5	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
6	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
7	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
8	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
9	80,333	81,940	83,579	85,251	86,956	88,695	90,469	92,278
10	80,672	82,285	83,931	85,610	87,322	89,068	90,849	92,666
11	80,672	82,285	83,931	85,610	87,322	89,068	90,849	92,666
12	80,672	82,285	83,931	85,610	87,322	89,068	90,849	92,666
13	80,672	82,285	83,931	85,610	87,322	89,068	90,849	92,666
14	80,672	82,285	83,931	85,610	87,322	89,068	90,849	92,666
15	81,151	82,774	84,429	86,118	87,840	89,597	91,389	93,217
16	81,151	82,774	84,429	86,118	87,840	89,597	91,389	93,217
17	81,151	82,774	84,429	86,118	87,840	89,597	91,389	93,217
18	81,151	82,774	84,429	86,118	87,840	89,597	91,389	93,217
19	81,493	83,123	84,785	86,481	88,211	89,975	91,775	93,611
20	81,763	83,398	85,066	86,767	88,502	90,272	92,077	93,919
21	82,038	83,679	85,353	87,060	88,801	90,577	92,389	94,237
22	82,311	83,957	85,636	87,349	89,096	90,878	92,696	94,550
23	82,584	84,236	85,921	87,639	89,392	91,180	93,004	94,864
24	82,856	84,513	86,203	87,927	89,686	91,480	93,310	95,176
25	83,128	84,791	86,487	88,217	89,981	91,781	93,617	95,489
26	83,402	85,070	86,771	88,506	90,276	92,082	93,924	95,802
27	83,677	85,351	87,058	88,799	90,575	92,387	94,235	96,120
28	83,946	85,625	87,338	89,085	90,867	92,684	94,538	96,429
29	84,220	85,904	87,622	89,374	91,161	92,984	94,844	96,741
30	84,494	86,184	87,908	89,666	91,459	93,288	95,154	97,057
31	84,765	86,460	88,189	8 <del>9</del> ,953	91,752	<del>9</del> 3,587	95,459	97,368
32	85,037	86,738	88,473	90,242	92,047	93,888	95,766	97,681
33	85,312	87,018	88,758	90,533	92,344	94,191	96,075	97,997
34	85,585	87,297	89,043	90,824	92,640	94,493	96,383	98,311
35	85,856	87,573	89,324	91,110	92,932	94,791	96,687	98,621
36	86,130	87,853	89,610	91,402	93,230	95,095	96,997	98,937
37	86,402	88,130	89,893	91,691	<del>9</del> 3,525	95,396	97,304	99,250

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SGT	1/1/2018	1/1/2019	1/1/2020	12/31/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
0	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
1	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
2	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
3	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
4	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95 <b>,</b> 387	\$97,295	\$99,241
5	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
6	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
7	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
8	\$86,395	\$88,123	\$89,885	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
9	\$86,395	\$88,123	\$ <b>89,88</b> 5	\$91,683	\$93,517	\$95,387	\$97,295	\$99,241
10	\$86,763	\$88,498	\$90,268	\$92,073	\$93,914	\$95,792	\$97,708	\$99,662
11	\$86,763	\$88,498	\$90,268	\$92,073	\$93,914	\$95,792	\$97,708	\$99,662
12	\$86,763	\$88,498	\$90,268	\$92,073	\$93,914	\$95,792	\$97,708	\$99,662
13	\$86,763	\$88,498	\$90,268	\$92,073	\$93,914	\$95,792	\$97,708	\$99,662
14	\$86,763	\$88,498	\$90,268	\$92,073	\$93,914	\$95,792	\$97,708	\$99,662
15	\$87,276	\$89,022	\$90,802	\$92,618	\$94,470	\$96,359	\$98,286	\$100,252
16	\$87,276	\$89,022	\$90,802	\$92,618	\$94,470	\$96,359	\$98,286	\$100,252
17	\$87,276	\$89,022	\$90,802	\$92,618	\$94,470	\$96,359	\$98,286	\$100,252
18	\$87,276	\$89,022	\$90,802	\$92,618	\$94,470	\$96,359	\$98,286	\$100,252
19	\$87,642	\$89,395	\$91,183	\$93,007	\$94,867	\$96,764	\$98,699	\$100,673
20	\$87,936	\$8 <del>9</del> ,695	\$91,489	\$93,319	\$95,185	\$97,08 <del>9</del>	\$99,031	\$101,012
21	\$88,230	\$89,995	\$91,795	\$93,631	\$95,504	\$97,414	\$99,362	\$101,349
22	\$88,522	\$90,292	\$92,098	\$93,940	\$95,819	\$97,735	\$99,690	\$101,684
23	\$88,817	\$90,593	\$92,405	\$94,253	\$96,138	\$98,061	\$100,022	\$102,022
24	\$89,109	\$90,891	\$92,709	\$94,563	\$96,454	\$98,383	\$100,351	\$102,358
25	\$89,404	\$91,192	\$93,016	\$94,876	\$96,774	\$98,709	\$100,683	\$102,697
26	\$89,697	\$91,491	\$93,321	\$95,187	\$97,091	\$99,033	\$101,014	\$103,034
27	\$89,990	\$91,790	\$93,626	\$95,499	\$97,409	\$99,357	\$101,344	\$103,371
28	\$90,283	\$92,089	\$93,931	\$95,810	\$97,726	\$99,681	\$101,675	\$103,709
29	\$ <del>9</del> 0,576	\$ <del>9</del> 2,388	\$94,236	\$96,121	\$98,043	\$100,004	\$102,004	\$104,044
30	\$90,871	\$92,688	\$94,542	\$96,433	\$98,362	\$100,329	\$102,336	\$104,383
31	\$91,164	\$92,987	\$94,847	\$96,744	\$98,679	\$100,653	\$102,666	\$104,7 <b>19</b>
32	\$91,458	\$93,287	\$95,153	\$97,056	\$98,997	\$100,977	\$102,997	\$105,057
33	\$91,750	\$93,585	\$95,457	\$97,366	\$99,313	\$101,299	\$103,325	\$105, <b>39</b> 2
34	\$92,043	\$93,884	\$95,762	\$97,677	\$99,631	\$101,624	\$103,656	\$105,729
35	\$92,338	\$94,185	\$96,069	\$97,990	\$99,950	\$101,949	\$103, <del>9</del> 88	\$106,068
36	\$92,630	\$94,483	\$96,373	\$98,300	\$100,266	\$102,271	\$104,316	\$106,402
37	\$92,925	\$94,784	\$96,680	\$98,614	\$100,586	\$102,598	\$104,650	\$106,743

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## MEMORANDUM OF AGREEMENT by and between CITY OF SARATOGA SPRINGS and

#### POLICE ADMINISTRATIVE OFFICERS UNION

WHEREAS, the City of Saratoga Springs ("City") and the Saratoga Springs Police Administrative Officers Union are parties to a Collective Bargaining Agreement with a stated term of January 1, 2020 through December 31, 2024; and

WHEREAS, the COVID-19 pandemic and resulting economic disruption has caused an unprecedented negative impact on the finances of business and public entities, including the City of Saratoga Springs; and

WHEREAS, the City is confronting significant budgetary shortfalls that may impact its ability to provide essential services if immediate cost-saving measures are not implemented; and

WHEREAS, the City and the Police Administrative Officers Union have engaged in good-faith negotiations in order to address the current crisis; and

WHEREAS, the City and the Police Administrative Officers Union have ultimately reached an agreement and wish to memorialize the terms of such agreement herein,

**NOW, THEREFORE**, it is agreed by the City and the Police Administrative Officers Union as follows:

- 1. The Salary Schedule of the Collective Bargaining Agreement shall be amended by changing the wage rate increase from a two percent (2%) increase effective January 1, 2021 to a wage rate increase of two percent (2%) effective at 11:59 p.m. on December 31, 2021.
- 2. The parties recognize that there are multiple possible future events that the parties cannot predict and which may materially impact the City's financial condition. However, the Union

concessions herein outlined, in addition to the other extraordinary measures taken by the City Council, are believed to be sufficient to avoid layoffs and the City agrees to utilize all available options in an effort to avoid any such layoffs for the 2021 calendar year.

- 3. In the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 Pandemic, the City agrees to utilize any such excess revenue to restore wage increases to Union members for 2021 in a manner proportionate to the restoration of same for all other employees and union members providing concessions.
- 4. The City agrees to offer an extension of the Collective Bargaining Agreement to the Police Administrative Officers Union, for a period of up to two (2) years beyond the expiration date set forth above, and which shall contain all existing terms and provide a salary increase of two percent (2%) for the extended year(s). Should the Police Administrative Officers Union elect to extend their Collective Bargaining Agreement, they must notify the City in writing of such election within thirty (30) days of their execution of this Agreement.
- 5. The contents of this Memorandum of Agreement shall be considered a part of the Collective Bargaining Agreement referenced above and shall be interpreted in accordance with the laws of the State of New York. Any provision of the Collective Bargaining Agreement inconsistent with the terms of this Memorandum of Agreement are hereby superseded by this Agreement to the extent inconsistent.

- 6. This Memorandum of Agreement may be signed in counterparts, all of which shall constitute one agreement. A facsimile or e-mailed copy of this Memorandum of Agreement will have the same force and effect as the original.
- This Memorandum of Agreement is contingent on the ratification and approval of the Police Administrative Officers Union and the City, pursuant to their own internal Constitution, Bylaws, Charter and procedures.
- 8. Any modification of this Agreement will not be effective unless reduced to writing and executed by the parties.

DATED: December, 2020	
	Meg Kelly, Mayor
	Alm T. Cal
	John T. Catone, President
Per City Council approval	

## MEMORANDUM OF AGREEMENT BY AND BETWEEN CITY OF SARATOGA SPRINGS AND

#### SARATOGA SPRINGS POLICE LIEUTENANTS PBA

WHEREAS, the City of Saratoga Springs ("City") and the Saratoga Springs Police Lieutenants PBA ("Lieutenants PBA") are parties to a Collective Bargaining Agreement with a stated term of January 1, 2017 to December 31, 2020 ("Agreement"); and

**WHEREAS**, subject to ratification by the Lieutenants PBA and approval by the City Council, the parties agree to modify the Agreement as follows:

- 1. The term of this Agreement shall be from January 1, 2021 through December 31, 2025.
- 2. ARTICLE VIII -WAGES AND OTHER ECONOMIC PROVISIONS, Section 1 and APPENDIX A - ANNUAL SALARY SCHEDULES, shall be amended to reflect the following salary increases:
  - Effective at 11:59 p.m. on December 31, 2021: Increase of two percent (2%)
  - Effective January 1, 2022: Increase of two percent (2%)
  - Effective January 1, 2023: Increase of two percent (2%)
  - Effective January 1, 2024: Increase of two percent (2%)
  - Effective January 1, 2025: Increase of two percent (2%)

Annexed hereto, made a part hereof and incorporated herein by reference as Appendix "A" is the new Lieutenants Annual Base Salary/Pay schedule to be attached to the Collective Bargaining Agreement as **Appendix "A"**.

**3.** The parties recognize that the City is confronting significant budgetary shortfalls as a result of the COVID-19 pandemic. However, in the event that the City receives an aid package from the State of New York and/or the Federal Government which results in excess revenue, after restoration of depleted fund balance and payment of all obligations, debts, loans and/or notes incurred or issued as a result of the extraordinary financial impact caused by the COVID-19 pandemic, the City agrees to utilize any such excess revenue to provide wage increases for 2021 in a manner proportionate to the restoration of same for all other employees and union members providing concessions.

All other language and terms and conditions of employment in the Agreement and 4. elsewhere shall continue unless expressly modified herein.

SARATOGA SPRINGS LIEUTENANTS PBA

Dated: December 12, 2020 By:

Sean Briscoe, President

Dated: December \_\_\_\_, 2020

#### **CITY OF SARATOGA SPRINGS**

By: \_\_\_\_\_\_ Meg Kelly, Mayor

City Council Approval

## Appendix A – Annual Salary Schedules

1. <u>Wages</u>: The base salary for all Lieutenants shall be:

Effective at 11:59 p.m. on December 31, 2021: \$106,660

Effective January 1, 2022: \$108,794

Effective January 1, 2023: \$110,969

Effective January 1, 2024: \$113,189

Effective January 1, 2025: \$115,453

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1 A3567172 52200 INDOOR RECREATION FACILITY E@FFICE A -35-6-7171-2-52200 -		STS THRU YEAR-E	-500.00 ND 12/30/2	500.00 2020	.00	
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1 F3638331 51900 WATER TREATMENT PLANT PS LABORER WATER 47,908.00 F -36-3-8330-1-51900 - TO COVER COSTS THRU YEAR-END 12/30/2020	10.00	47,918.00
2 F3638374 54180 EMERGENCY WATER REPAIRS CS OTHER SUPPLIES 13,474.61 F -36-3-8343-4-54180 - TO COVER COSTS THRU YEAR-END 12/30/2020	-10.00	13,464.61
3 A3143411 51149 FIRE DEPARTMENT PS A -31-4-3410-1-51149 - BATTALION CHIEF 111,323.00 TO COVER COSTS THRU YEAR-END 12/30/2020	.05	111,323.05
4 A3749081 51810 SICK LEAVE FIRE 207A 54,743.12 A -37-4-9089-1-51810 - TO COVER COSTS THRU YEAR-END 12/30/2020	167.00	54,910.12
5 A3749081 51820 SICK LEAVE POLICE 207C 156,661.11 A -37-4-9089-1-51820 - TO COVER COSTS THRU YEAR-END 12/30/2020	3.50	156,664.61
6 A3749068 58010 HOSPITALIZATION HOSPITALIZATION 4,864,936.03 A -37-4-9060-8-58010 - TO COVER COSTS THRU YEAR-END 12/30/2020	-170.55	4,864,765.48
** JOURNAL TOTAL	0.00	

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YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2	REF 3	ACCOUNT DESC LINE DESC	т ов	DEBIT	CREDIT
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BUA F3638331-51900			LABORER WATER	5	10.00	
12/30/2020 TRANS-PAY	BUDGET CCM 123020		TO COVER COSTS THRU YEAR-END			
BUA F3638374-54180			OTHER SUPPLIES	5		10.00
12/30/2020 TRANS-PAY	BUDGET CCM 123020		TO COVER COSTS THRU YEAR-END			
BUA A3143411-51149			BATTALION CHIEF	5	.05	
12/30/2020 TRANS-PAY	BUDGET CCM 123020		TO COVER COSTS THRU YEAR-END			
BUA A3749081-51810			FIRE 207A	5	167.00	
12/30/2020 TRANS-PAY	BUDGET CCM 123020		TO COVER COSTS THRU YEAR-END			
BUA A3749081-51820			POLICE 207C	5	3.50	
12/30/2020 TRANS-PAY	BUDGET CCM 123020		TO COVER COSTS THRU YEAR-END			
BUA A3749068-58010			HOSPITALIZATION	5		170.55
12/30/2020 TRANS-PAY	BUDGET CCM 123020		TO COVER COSTS THRU YEAR-END			
			JOURNAL 2020/12/326 TOTAL		.00	.00

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FUND ACCOUNT	YEAR PER JNL EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
	FUND TOTAL	.00	.00
	** END OF REPORT - Generated by Lynn Bachner **		

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