

**THE HONORABLE BODY
Council Chambers
Municipal Building
North Tonawanda, New York 14120
Tuesday, November 8, 2022
6:00 P.M.**

SPECIAL SESSION CALLED TO ORDER BY PRESIDENT PECORARO

PLEDGE OF ALLEGIANCE

ROLL CALL

**Present: President Pecoraro
Alderman Schmigel, DiBernardo, Loncar, Lavey**

Absent: None

**Also Present: Mayor Austin J. Tylec
City Attorney Edward Zebulske III**

**MOVED by Alderman DiBernardo SECONDED by Alderman Schmigel
To convene a Special Session of the Common Council.**

Ayes: Alderman Schmigel, DiBernardo, Loncar, Lavey, Pecoraro (5)

Nays: None (0)

CARRIED.

APPROVAL OF THE MINUTES OF THE REGULAR SESSION NOVEMBER 1, 2022

**MOVED by Alderman DiBernardo SECONDED by Alderman Lavey
That the minutes of the regular session meeting held November 1, 2022 be approved as
circulated and filed in the Office of the City Clerk.**

Ayes: Alderman Schmigel, DiBernardo, Loncar, Lavey, Pecoraro (5)

Nays: None (0)

CARRIED.

**** Common Council President submitted his 2023 Budget Remarks****

#1.

ADOPTION OF THE 2023 GENERAL FUND BUDGET

Appropriations	<u>\$41,191,534</u>
Financing:	
Estimated Revenue	<u>\$22,321,655</u>
Appropriated Fund Balance	<u>0.00</u>
Real Property Tax Levy	<u>\$19,199,973</u>
Total Revenue	<u>\$41,521,628</u>
Surplus (Deficiency)	<u>\$330,094</u>

11-08-2022

MOVED by Alderman DiBernardo SECONDED by Alderman Lavey
That the Common Council hereby approves the following 2023 General Fund Budget with Amendments to #1 to #13 as follows:

MOVED by Alderman DiBernardo SECONDED by Alderman Lavey
That the Common Council hereby Amends Amendment #1. Add Mechanic back to parks \$56,257.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Schmigel SECONDED by Alderman DiBernardo
That the Common Council hereby Amends Amendment #2. Remove after school program due to lost funding from the Boys and Girls Club \$42,500.

Ayes: Alderman Schmigel, DiBernardo, Pecoraro (3)

Nays: Alderman Loncar, Lavey (2)

CARRIED.

MOVED by Alderman Lavey SECONDED by Alderman Loncar
That the Common Council hereby Amends Amendment #3. Add to Police Personnel Service for current officer missed and adjusted pay for Crossing Guards on Part Time wage schedule \$93,785.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman DiBernardo SECONDED by Alderman Schmigel
That the Common Council hereby Amends Amendment #4. Add additional ARPA Funding \$107,000.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Pecoraro SECONDED by Alderman Lavey
That the Common Council hereby Amends Amendment #5. Remove raise from Clerk \$5,500.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Pecoraro SECONDED by Alderman Lavey
That the Common Council hereby Amends Amendment #6. Remove raise from Treasurer \$5,500.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Lavey SECONDED by Alderman Schmigel
That the Common Council hereby Amends Amendment #7. Remove raise from Common Council \$20,500.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Loncar SECONDED by Alderman Lavey
That the Common Council hereby Amends Amendment #8. Remove Mayor's Office raises \$29,500.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman DiBernardo SECONDED by Alderman Pecoraro
That the Common Council hereby Amends Amendment #9. Lower amount funded for Human Resource \$45,000.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Loncar SECONDED by Alderman Pecoraro
That the Common Council hereby Amends Amendment #10. Remove Human Resource Administration \$2,500.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Schmigel SECONDED by Alderman DiBernardo
That the Common Council hereby Amends Amendment #11. Lower Public Market Personnel Service \$7,000.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Schmigel SECONDED by Alderman Pecoraro
That the Common Council hereby Amends Amendment #12. Remove 1% from Police raises \$40,000.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

MOVED by Alderman Lavey SECONDED by Alderman DiBernardo
That the Common Council hereby Amends Amendment #13. Lower Real Property Tax by 1 Percent \$182,856.88

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

Ayes: Alderman Schmigel, DiBernardo, Lavey, Loncar, Pecoraro (5)

Nays: None (0)

CARRIED.

#2.
ADOPTION OF THE 2023 WATER FUND BUDGET

Appropriations	<u>\$3,201,953</u>
Water Fund Revenues	<u>\$3,221,394</u>
Surplus (Deficiency)	<u>\$19,441</u>

Very truly yours,
Edward A. Zebulske, III
City Attorney

MOVED by Alderman Loncar SECONED by Alderman Lavey
That the Common Council at a special session meeting, held at City Hall, 216 Payne Avenue, North Tonawanda, New York at 6:00 p.m. on November 8, 2022 approves the Proposed Collective Bargaining Agreement between North Tonawanda Police Benevolent Association, Inc. (NTPBA) and City of North Tonawanda and it reads as follows:

1.21- 12:01 AM of January 1st 2023 through midnight December 31st 2026.

1.23 - May 1, 2026 through June 1, 2026.

7.11 - 2023 - 4%; Cost to the City - \$172,986.21;
2024 - 4%; Cost to the City - \$186,390.73;
2025 - 3%; Cost to the City - \$128,485.10;
2026 - 3%; Cost to the City - \$132,339.63

- January 1, 2023 - Lieutenant salary raised by \$500 - one time only;
Total Cost to the City - \$3,500.00

7.11(4) - Current: Field training officers shall receive an additional \$25;

Proposed: Field training officers shall receive an additional \$30.;

7.34 - Current: The position of desk officer shall be filled by the most senior qualified police officer willing to do the work. The desk officer shall receive an additional \$25 per shift.

- **Proposed:** The position of desk officer shall be filled by the most senior qualified police officer willing to do the work. The desk officer shall receive an additional \$30 per shift.

7.14 (g) Current: Special Duty Pay- an employee performing extra duties requiring specialized training and or skills shall be compensated annually with a lump sum payment of \$360 payable on the first payday of July for the purposes of this agreement specialized duties shall be:
Accident Investigation Team Members; Fire Investigation Team Members;
Emergency Response Team Members; Physical Force Instructors; Hostage Negotiators; NYSPIN Terminal Operators; and Breathalyzer Maintenance Officer.

Proposed: Amend to \$400 and add Drug Recognition Expert and Crisis Intervention/Peer-to-Peer Counselors;

7.16 Current: Shift Differential - in addition to the regular rate of pay police officers shall be paid a shift premium as follows:

- a) 3:00 o'clock PM to 11:00 o'clock PM shift - \$0.35 per hour for each hour worked.
- b) 11:00 o'clock PM to 7:00 o'clock AM shift \$0.45 per hour for each hour worked.

Proposed:

- a) 3:00 o'clock PM to 11:00 o'clock PM shift **\$0.45** per hour for each hour worked.
- b) 11:00 o'clock PM to 7:00 o'clock AM shift **\$0.55** per hour for each hour worked.

7.21 Credited Time Off: Current - If an employee is required to make a court appearance while he is off duty he shall be credited with one (1) hour of time off for each hour or portion of an hour while he is so appearing, provided that for each day on which an employee so appears he shall be credited with a minimum of three (3) hours of time off for court appearances in the North Tonawanda City Court or four (4) hours for court appearances in other courts within the City of North Tonawanda or six (6) hours of time off for appearances outside the City of North Tonawanda. For the purposes of this paragraph "court appearance" means an appearance before any court or administrative agency (or an officer of either) which is required as a result of the performance of an employee's duty.

Proposed - If an employee is required to make a court appearance while he is off duty he shall be credited with one (1) hour of time off for each hour or portion of an hour while he is so appearing, provided that for each day on which an employee so appears he shall be credited with a minimum of **two (2)** hours of time off for court appearances in the City of North Tonawanda or **four (4)** hours of time off for appearances outside the city of North Tonawanda. For the purposes of this paragraph "court appearance" means an appearance before any court or administrative agency (or an officer of either) which is required as a result of the performance of an employee's duty.

Omit "or four (4) hours for court appearances in other courts within the City of North Tonawanda".

10.35(3) Sick Leave: Current - Sick leave shall apply to absence due to illness of an employee's immediate family residing in his household. For the purposes of this section "immediate family" shall be limited to the employee's spouse and children. The amount of sick leave for this purpose is limited to 7 working days per calendar year. If required, the medical certification must briefly describe the nature of the illness or injury of the employees family member in question.

Proposed: Sick leave shall apply to absence due to illness of an employee's immediate family residing in his household. For the purposes of this section "immediate family" shall be limited to the employee's spouse, **biological children, step-children, fostered children or adopted children**. The amount of sick leave for this purpose is limited to 7 working days per calendar year. If required the medical certification must briefly describe the nature of the illness or injury of the employees family member in question.

10.35(4) **New Proposed:** Paid maternity and paternity leave shall be granted to any member of the PBA immediately following the birth or adoption of a child not to exceed 10 working days. Following the use of an employee's sick time the employee may apply to the sick bank for more time off at the union's discretion.

11.12(b) Leave of Absence: Current - No more than five days of leave for this purpose will be granted to any employee within the bargaining unit during any year of this agreement; and

Proposed: No more than **Seven** days of leave for this purpose will be granted to any employee within the bargaining unit during any year of this agreement;

12. BENEFITS (AMENDED)

Amended - new in Red.

12.12 In accordance with the present practice, the Employer shall continue to provide a hospital and medical insurance policy for each eligible employee as listed below.

- A. For employees hired before January 1, 2004, said employee will be required to contribute the cost of \$50 per pay out of pocket for 24 pays for family coverage or \$17.00 per pay out of pocket for 24 pays for single coverage toward the cost of such insurance to the city of North Tonawanda by way of payroll deduction spread equally over the entire year until retirement. Once that employee retires they shall be entitled to fully paid coverage without any contribution on their part.
- B. For employees hired between January 1, 2004 and January 1, 2009, said employee will be required to contribute the cost of twenty-five percent (25%) of the cost of such insurance city of North Tonawanda by way of payroll deduction spread equally over the entire year for a total of six years (6) from the date of their hire. Said employee will be required to contribute ten percent (10%) of the cost of such insurance to the city of North Tonawanda by way of payroll deduction spread equally over the entire year for an additional four years (4). Once said employee reaches their 10th anniversary date they shall contribute the cost of \$50 per pay out of pocket for 24 pays for family coverage or \$17.00 per pay out of pocket for 24 pays for single coverage toward the cost of such insurance to the city of North

Tonawanda by way of payroll deduction spread equally over the entire year until retirement. Once that employee retires they shall be entitled to fully paid coverage without any contribution on their part.

- C. For employees hired after January 1, 2009, said employee will be required to contribute the cost of twenty-five (25%) of the cost of such insurance to the city of North Tonawanda by way of payroll deduction spread equally over the entire year for a total of six years (6) from the date of their hire. Said employee will be required to contribute 10% of the cost of such insurance to the city of North Tonawanda by way of payroll deduction spread equally over the entire year until retirement. Once said employee retires they shall be entitled to fully paid coverage without any contribution on their part.
- D. For employees hired after January 1, 2023 said employee will be required to contribute the cost of (25%) of the cost of such insurance to the city of North Tonawanda by way of payroll deduction spread equally over the entire year for a total of 10 years (10) from the date of hire. Said employee will be required to contribute twelve (12%) of the cost of such insurance to the city of North Tonawanda by way of payroll deduction spread equally over the entire year until retirement. Once said employee retires they shall be entitled to fully paid coverage without any contribution on their part.
- E. Provisions of the health care plans provided by the Employer are specifically detailed in a Summary Plan Document ("SBD") which shall include benefits and services that at minimum are equivalent to those outlined in the matrix attached as Appendix A. The significant benefit items as listed in Appendix A will be changed only by agreement of the parties unless changes are mandated by statute or regulation, or by unilateral action outside the control of the City.
- F. All employees covered by this agreement have the option of participating in the plans, per eligibility outlined below. Such participation in plan enrollment requires certain administrative responsibilities by the employee, such as completing and returning open enrollment forms and plan applications by set deadlines and giving prompt notice of status changes of the planned participants or dependents (example marriage, divorce, birth or adoption of child, child reaching majority age, address change).
- G. The parties agree that the Employer shall have the right to select an alternate insurer to provide equal or better coverage, but only with the consent of the NTPBA which will not be unreasonably withheld.
- H. For employees hired before January 1, 2023, in each open enrollment period said employees shall have the choice of all health insurance plans provided by the city as indicated in Appendix A in each open enrollment period.
- I. For employees hired after January 1, 2023, in each open enrollment period said employees shall have the choice between the Qualified HSA High Deductible plan ("NT HSA") and the flex POS plan (NT #3) listed in Appendix A in each open enrollment period.
- J. Should any Employee choose the Qualified HRA ("NT HRA") or Qualified HSA High Deductible Plan ("NT HSA"), said employee will be required to only contribute the cost of twenty percent (20%) for the corresponding time as indicated above.
- K. The Employer shall contribute \$750 for a single plan or \$1500 for a family plan to be contributed the first day of each plan year into each Qualified HRA account or Qualified HSA account for each employee that chooses such a plan.
- L. Effective January 1, 2023 the Employer shall provide a vision and dental insurance plan to each member of the PBA. The benefits of such as detailed in Appendix B. The significant benefit items as listed in Appendix B will be changed only by

agreement of the parties unless changes are mandated by statute or regulation or by unilateral action outside the control of the city. All current members of the PBA shall contribute 0% of the cost of such insurance plans to the city of North Tonawanda by way of payroll deduction spread equally over the entire year until retirement. Upon retirement current members of the PBA who choose to participate in the vision and dental plans may at a cost or contribution of 20% of the cost of such insurance plans to the city of North Tonawanda paid in full by the beginning of Said plan year.

Omit irrelevant language in 12.12

Savings to the City depends on the number of employees opting for new plans or the number of new hires. All savings depends on the number of claims submitted by employees. In general the NT HSA will save approximately 16%-18% of medical expenses per employee and NT #3 will save approximately 8% of medical expenses per employee in 2023. Savings to increase as cost of medical expenses increase.

12.13 (Omit)

12.2 Uniforms (Omit)

12.33 Amended - New in Red

- A. The employer will permit any employee who is a member of the hospital and medical plan provided here in at the time of their retirement to retain their membership in said plan and the \$5 copay drug prescription plan after retirement with the city paying the full cost thereof until retiree reaches the age of 65.
- B. After the employee attains the age of 65 the city shall continue to pay the full cost of a PPO Medicare Advantage plan equal to or greater than the summary of benefits provided in Appendix C.
- C. Should a retiree obtain alternate coverage equal to the coverage provided by the city or be covered by coverage his spouse may acquire he shall no longer be eligible for coverage under the city plan. Should such alternate coverage terminate for any reason he shall again be eligible for membership in the city plan as stated in the paragraph above.
- D. This coverage and the payment for paying by the city shall continue for the employee spouse if set employee should die.

Omit irrelevant language in 12.3

12.52 – Amend to **\$5000 single/\$7500** family regardless of number of officers.

13.22 – Amend to include only employees hired before 1/1/2023.

Subject to further review by the City Attorney.

Ayes: Alderman Schmigel, DiBernardo, Loncar, Lavey, Pecoraro (5)

Nays: None (0)


CARRIED.

ADJOURNMENT

MOVED by Alderman Schmigel SECONDED by Alderman Lavey
That this special session of the Common Council be and hereby is adjourned.
CARRIED.

Time of Adjournment: 6:25 P.M.

Respectfully submitted,


Donna L. Braun
City Clerk-Treasurer