



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Tom Scanlon, City Council President
Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Hall 2nd Floor Atrium, 38 Hawley St, Binghamton 6pm Monday, August 17, 2020

The Work Session begins at 6pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL/Topic	Pages	Presenter
6:00pm	MPA	Resciniti	*RL20-174: Agreement with Matco Electric for emergency confined space rescue	1-3	Dan Eggleston
6:05pm	Planning	Strawn	*RL20-160: Authorizing the Mayor to accept a grant from the Preservation League of NYS in the amount of \$8,000 and to contract with Environmental Design and research to draft a National Register	4-10	Sean McGee
6:10pm	MPA	Resciniti	RL20-157: A Resolution authoring the Mayor or to enter into an extension agreement with the Binghamton City School District for School Resource Officers at the High School and Middle Schools	11-27	Megan Brockett
6:15pm	Finance	Strawn	<p>*RL20-161: Authorizing the Mayor to enter into an agreement with CHOW to administer CARES ACT funds in an amount not to exceed \$25,000 for local community meal programs</p> <p>*RL20-162: Authorizing the Mayor to enter into an agreement with CARES for use of FY45 CDBG funding in an amount not to exceed \$3,400 for the backpack and school supply program</p> <p>*RL20-163: Authorizing the Mayor to enter into an agreement with CHOW for use if CARES ACT in an amount not to exceed \$20,000</p> <p>*RL20-164: Authorizing the Mayor to enter into an agreement with Salvation Temple Church for use of CDBG FY45 CDBG funding in an amount not to exceed \$10,500</p> <p>*RL20-165: Authorizing the Mayor to enter into an agreement with Hands of Hope Ministries of the Free Methodist Church for use of CDBG FY45 CDBG funding in an amount not to exceed \$2,200</p> <p>*RL20-166: Authorizing the Mayor to enter into an agreement with Mt. Sinai Church of God in Christ for use of CDBG FY45 CDBG funding in an amount not to exceed \$6,200</p> <p>*RL20-167: Authorizing the Mayor to enter into an agreement with House of Worship of God in Christ for use of CDBG FY45 CDBG funding in an amount not to exceed \$11,000</p>	28-36	Megan Brockett



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			<p>*RL20-168: Authorizing the Mayor to enter into an agreement with Greater Faith and Deliverance Ministries Inc. for use of CDBG FY45 CDBG funding in an amount not to exceed \$16,500</p> <p>*RL20-169: Authorizing the Mayor to enter into an agreement with River of Life Ministries. for use of CDBG FY45 CDBG funding in an amount not to exceed \$8,600</p>		
6:30pm	Employees	Scaringi	<p>RL20-172: One year contract extension for Fire Union with zero increase and non-financial language changes</p> <p>RL20-171: One year contract extension for CSEA contract zero increase and no other changes</p>	37-98	Trish Keppler
6:35pm	MPA	Resciniti	<p>RL20-158: A Resolution authorizing the Mayor to enter into an extension agreement with Binghamton University for a University Liaison Office for 2020-2021</p>	98-101	Jared Kraham
6:40pm	Finance	Strawn	<p>RL20-170: Authorizing the Mayor to enter into an agreement with BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless for lease of 211 Henry St. for installation of a cellular antenna</p>	102	Jared Kraham
6:45pm	Planning	Strawn	<p>*RL20-159: Amend the 2020 law budget to add one assistant corporation counsel at an annual salary of \$58,000, to fund same, and to amend the code §124-39, definition, accordingly</p>	103-104	Brian Seachrist
6:50pm	Planning	Strawn	<p>RL20-175: Sale of a portion of 124 Washington St to Hawley Street Hospitality, Inc. for \$1,000</p>	105-108	Grace Doherty
7:00pm	-----	-----	<p>Pending Legislation:</p> <p>RL20-154: Amend the code of the City of Binghamton Chapter 18, Boards, Commissions, and Committees, Article VI, Commissions on Architecture and urban Design, Powers Functions, to provide for small wireless aesthetic design standards</p> <p>RL20-155: Amend the 2020 Capital Fund budget for Zombie Grant salary</p> <p>RL20-156: Authorizing the Mayor to enter into an agreement with First Ward Action Council for use of FY45 HOME CHDO funding for the rehabilitation of 33 Linden Street and support future affordable housing development projects with the Broome County Land Bank</p>	-----	Grace Doherty

COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



EXP

Legislative Branch

RL Number: 20-174
Date Submitted: 8/14/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Daniel Eggleston
Title/Department: Fire Chief/ Fire Department
Contact Information: Fire Administration- City Hall 772-7016

RL Information

Proposed Title: A Resolution Authorizing The Mayor To Enter Into An Agreement With Matco Electric For Emergency Confined Space Rescue

Suggested Content: The Binghamton Fire Department Provides Emergency Confined Space Rescue . Matco Electric Has Requested That We Enter Into A Contract With Them To Provide These Services.

\$ 1,000. A42260

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Binghamton
City of Binghamton
City Hall
38 Hawley Street
Binghamton, NY 13901

**MUNICIPAL COOPERATION AGREEMENT FOR
EMERGENCY CONFINED SPACE RESCUE**

PARTIES: Matco Electric Corporation
3913 Gates Road
Vestal, NY 13850

And

City of Binghamton
City Hall
38 Hawley Street
Binghamton, NY 13901

RECITALS:

- Matco Electric Corp., has a construction contract for work at the Wilson Hospital, Harrison Street, Johnson City and desire to provide for first responder rescue in any emergency confined space situation.
- The City has a professional fire department which can provide emergency confined space rescue services in compliance with Title 29 Code of Federal Regulations Part 1910.146.

THE PARTIES AGREE AS FOLLOWS:

1. **Emergency Confined Space Rescue.** The City agrees to provide apparatus and rescue personnel for the furnishing of confined space rescue to the Hospital when notified by telephone, or any other manner, of a confined space emergency within the Hospital except when required personnel and/or resources are already committed to an active call elsewhere (in which case requested assistance will be provided as soon as practicable thereafter). The City will then respond to the emergency without delay and with apparatus, appliances and rescue personnel, and the City will diligently, in every way reasonable, rescue entrapped personnel. Furthermore, the City's rescue team will conduct on-site rescue training at least once a year.
2. **Term of Agreement.** This Agreement shall run for a period of two and a half (2 1/2) months from the date of execution, unless terminated as provided herein.
3. **Termination of Agreement.** This Agreement may be terminated by either party by giving written notice thirty (30) days prior to the annual anniversary agreement date.

4. Consideration. In consideration of furnishing such protection, Matco Electric Corporation will pay the City as follows:

August 19, 2020 to November 1, 2020 = \$1,000.00

Said payment shall be made upon execution of this contract. In addition, should the City's rescue team be called to the site for an actual emergency, the Contractor requiring rescue will pay the City the sum of \$825.00 per hour, one hour minimum, with a pro-rated charge for each additional fifteen minute period that the rescue team is requested to respond.

5. Liability. The Contractors agree to indemnify and hold the City harmless from any damage, claim or liability, including personal injuries, damage to the property, the costs and expenses of litigation and reasonable attorney's fees, in relation to the services provided by the City hereunder.

The parties have caused this agreement to be signed by its representatives, after approval by the City, which occurred at a duly noticed meeting on the ____ day of _____, 2020.

CITY OF BINGHAMTON

By: _____ Dated: _____

Title: _____

MATCO ELECTRIC

By: _____ Dated: _____

Title: _____

Note: Person signing shall have the authority to sign for company, i.e.; Owner, Board Member or Principal.



Exp.

Legislative Branch

RL Number: <u>20-160</u>
Date Submitted: <u>8/11/2020</u>

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Sean P. McGee

Title/Department: Historic Preservation & Neighborhood Planner

Contact Information: sPMCgee@cityofbinghamton.com

RL Information

Proposed Title: A resolution authorizing the Mayor to accept a grant from the Preservation League of NYS in the amount of \$8,000.00 and to contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D. P. C., to draft a National Register

Suggested Content: Nomination Form for the eligible Main Street Historic District.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R20-07

OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>				
Comptroller:	<u>[Signature]</u>				
Corporation Counsel:	<u>[Signature]</u>				
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Preservation League of New York State

Total project cost: \$10,000.00

Total amount of grant: \$8,000.00

Local match (if any): \$2,000.00

If local match is monetary, provide the budget line and title: A8684.54410, Professional Services

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Disbursement of grant (upfront, reimbursable?): Upfront

If reimbursable, source of funds pending reimbursement: _____

Grant project manager: Sean P. McGee

Anticipated date of project completion: July, 2021

Special project completion requirements (if any): Submission to SHPO

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

Coordination with NY SHPO.



Preservation League of NYS

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Karen Arrison – Vice Chair
Duncan Barrett – Vice Chair
Dr. Carol Bentel, FAIA – Vice Chair
Lee Miller – Vice Chair
Ruth Pierpont – Secretary
Mark W. Warren – Treasurer

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Robert C. Quinlan
Daniel G. Romualdez
Janet C. Ross
John Sare
Thomas J. Schwarz
Robert D. Snedeker
Robert A.M. Stern, FAIA
Miriam Tremontozzi
Cynthia C. Wainwright
Diana S. Waite
Arete Swartz Warren
Steven J. Weiss

July 23, 2020

Sean P. McGee, Historic Preservation Neighborhood Planner
City of Binghamton Department of Planning, Housing & Community Development
38 Hawley Street
Binghamton, NY 13901

Re: Main & Front Street Historic District Cultural Resource Survey

Dear Mr. McGee,

We are pleased to inform you that in response to your application to the Preserve New York Grant Program, a grant of \$8,000 was approved for the Main & Front Street Historic District Cultural Resource Survey. We are delighted to support your efforts to complete this project.

The award is being made with the following agreements between the Preservation League and the City of Binghamton Department of Planning, Housing & Community Development:

1. The grant will be used as support for costs associated with the completion of a Cultural Resource Survey.
2. The scope of the project will include a Cultural Resource Survey of the Main & Front Street Historic District.
3. The work will be completed by Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., who will serve as the consultant to the City of Binghamton Department of Planning, Housing & Community Development.
4. The project will be completed in accordance with the standards of the New York State Office of Parks, Recreation, and Historic Preservation (SHPO).
5. The final product will be a Cultural Resource Survey of Main & Front Street Historic District Cultural Resource Survey, based on National Park Service standards, including supporting documentation (maps, photographs, etc.).
6. City of Binghamton Department of Planning, Housing & Community Development will submit a hard copy of the final product to the Preservation League no later than 12 months after the signing of this agreement.
7. City of Binghamton Department of Planning, Housing & Community Development will notify the Preservation League of any changes to the project prior to the commencement of work. Any changes to the scope, consultant, or timetable will require the prior approval of the Preservation League.

8. The following language must be used when crediting the grant in print:

"Preserve New York is a signature grant program of the New York State Council on the Arts and the Preservation League of New York State. Preserve New York is made possible with the support of Governor Andrew M. Cuomo and the New York State Legislature, with generous additional support from The Robert David Lion Gardiner Foundation."

Important Note: The consultants must be notified of this requirement.

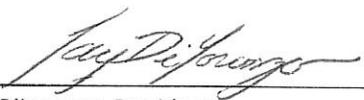
If you agree with the above terms of the grant, please sign this agreement and return a copy to the Preservation League, retaining the original for your files. Failure to respond within 30 days may cause the award to be withdrawn.

Also, please send a copy of your contract or letter of understanding between your organization and your consultant. Upon our receipt of this agreement letter and your contract with the consultant, the Preservation League will issue a check for the grant amount.

We request that you assist us in making the official announcement of your award. Please do not send your own press announcement about this grant award. Specific instructions for how to proceed with media coverage are provided in a separate memorandum with this mailing. Please follow the instructions to ensure visibility of the project and proper credit. Once official press notification has occurred, we would appreciate receiving copies of any articles about this project. Please contact Erin Tobin, Vice President for Policy & Preservation, at 18-894-5314, to discuss assistance with publicity.

On behalf of the Preservation League, I send our best wishes.

Sincerely,



Jay DiLorenzo, President
Preservation League of New York State

Sean P. McGee, Historic Preservation Neighborhood
Planner
City of Binghamton Department of Planning, Housing &
Community Development

7-23-20

(DATE)

(DATE)

cc: Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.



To: Preserve New York Grant Program Recipients
From: Erin Tobin, Vice President for Policy & Preservation
Katy Peace, Director of Communications
Date: July 24, 2020
Re: Publicity Guidelines for Preserve New York 2020

Congratulations on your successful application to the Preserve New York Grant Program!

Please do not issue any press release or make any public announcement regarding this grant award until you hear from us about a coordinated outreach plan. We will announce the grant awards with regional announcements later this summer. Please keep this grant award under embargo until then.

We expect to work closely with grant recipients to help us get the word out about your projects as much as possible. We will ask you to be an active collaborator in any public or community announcements as well as traditional PR outreach.

Once the award has been announced, please share any local media coverage of the grant and your project (newspaper, blogs, television, etc.) to Katy Peace, Director of Communications at kpeace@preservenys.org and Erin Tobin, Vice President for Policy & Preservation at etobin@preservenys.org.

Please use the following language whenever talking about this grant award. Your project consultant(s) must also provide this credit language in any reports or documents produced because of the grant.

- **Preserve New York is a signature grant program of the New York State Council on the Arts (NYSCA) and the Preservation League of New York State. Preserve New York is made possible with the support of Governor Andrew M. Cuomo and the New York State Legislature.**

When mentioning this grant on social media, be sure to tag the New York State Council on the Arts and Preservation League of New York State.

- Preservation League
 - <https://www.facebook.com/preservenys/>
 - Twitter: @preservenys
 - Instagram: @preservenys
- NYSCA
 - <https://www.facebook.com/NewYorkStateCouncilontheArts/>
 - Twitter: @NYSCArts
 - Instagram: @nyscouncilonthearts

We look forward to working with you to bring attention to your most worthy project!

Legal Counsel Approval

RL 20-23



Introductory No. R20-08

Permanent No. R20-07



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: February 19, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Friedman, Burns, Strawn, Scanlon
Introduced by Committee: Planning

RESOLUTION

entitled
A RESOLUTION AUTHORIZING THE
DEPARTMENT OF PLANNING, HOUSING AND
COMMUNITY DEVELOPMENT TO APPLY FOR
A PRESERVE NEW YORK GRANT TO FUND
THE PREPERATION OF A NATIONAL
REGISTER NOMINATION FORM FOR THE
ELIGIBLE MAIN STREET HISTORIC DISTRICT

WHEREAS, the City of Binghamton is eligible to receive a \$8,000 grant from Preservation League of New York for the eligible Main Street Historic District; and

WHEREAS, the grant requires matching funds of \$2,000 to be paid by the property owner(s); and

WHEREAS, the Historic Preservation and Neighborhood Planner shall be the grant administrator and the estimated date of project completion is April of 2021; and

WHEREAS, the City wishes to accept the grant.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to execute any and all documents, approved as to form and content by the Office of Corporation Counsel, to accept a grant from Preservation League of New York for the eligible Main Street Historic District in the amount of \$8,000; and be it further

RESOLVED that the matching funds of \$2,000 will be paid by the property owners and the City accepts this payment/donation; and be it further

RESOLVED that the Historic Preservation and Neighborhood Planner shall be the grant administrator and the estimated date of project completion is April of 2021.

Introductory No. R20-08

Permanent No. R20-07

Sponsored by City Council Members:
Scarrigi, Resciniti, Riley, Friedman, Burns, Strawn,
Scanlon

A RESOLUTION AUTHORIZING THE
DEPARTMENT OF PLANNING, HOUSING AND
COMMUNITY DEVELOPMENT TO APPLY FOR
A PRESERVE NEW YORK GRANT TO FUND
THE PREPERATION OF A NATIONAL
REGISTER NOMINATION FORM FOR THE
ELIGIBLE MAIN STREET HISTORIC DISTRICT

The within Resolution was adopted by the Council of
the City of Binghamton.

Date 2/19/2020

City Clerk Grace Schutte

Date Presented to Mayor 2/20/2020

Date Approved 2/20/2020

Mayor [Signature]

	Ayes	Nays	Abstain	Absent
Councilman Scarrigi	✓			
Councilwoman Resciniti	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scanlon	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true
copy of the legislation adopted by the
Council of the City of Binghamton at a
meeting held on 2/19/2020. Approved
by the Mayor on 2/20/2020. [Signature]



Legislative Branch

RL Number:
20-157
Date Submitted:
8/6/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Megan Brockett

Title/Department: Mayor's Office

Contact Information: mjbrockett@cityofbinghamton.com

RL Information

Proposed Title: A resolution authorizing the Mayor to enter into an extension agreement with the Binghamton City School District for School Resource Officers at the High School and Middle Schools

Suggested Content: Budget line CD7310.533516.CDY45

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R19-79

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

School Resource Officer Agreement

This Agreement made this _____ day of _____, 2020 by and between the Binghamton City School District and the City of Binghamton as follows:

WITNESETH:

WHEREAS, the City of Binghamton (City) agrees to provide the Binghamton City School District (District) with two (2) School Resource Officers (SRO) to be located at the **Middle Schools** and the District agrees to pay the City for providing the SRO; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the District;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives** - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the High School:
 - 1.1 Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at school;
 - 1.3 Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;
 - 1.4 Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
 - 1.5 Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
 - 1.6 Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Be present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.

- 1.7 Build working relationships with the school's staff as well as with student and parent groups.
- 1.8 Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.9 Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. The SRO shall be encouraged to be an active member of the school community and participate in school events.
- 2.0 Employment and Assignment of School Resource Officer**
- 2.1 Each SRO shall be assigned by the City to the District to be utilized primarily at the **Middle Schools** reporting directly to the Principal with the Chief as the immediate supervisor.
- 2.2 The District agrees to pay to the City an amount equal to the salary of two (2) SROs on a monthly basis, in the manner described herein.
- 2.3 The City agrees to issue the checks for the SRO's salary and the City agrees to pay for the SRO's employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
- 2.4 The District agrees that the SRO will be the officer, which is assigned to each school. The District agrees that if either SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 14.3. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline the SRO, or which gives the City the ability to dispute or deny the following: the performance of the SRO, alleged disabilities, claims for workers' compensation, and claims for 207-c. The SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that the Officer who is assigned as SRO to the District will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
- 2.5 The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City agrees to defend, hold harmless and indemnify the District from and against any and all claims, suits or causes of action arising out of SRO's employment by the City and the assignment of the Officer as the SRO at the District; this shall include but not be limited to allegations of unfair or unlawful employment practices brought by the SRO; except where there is intentional misconduct or gross negligence on behalf of the District.
- 2.6 The SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the **Middle Schools**. The Chief of Police will make all decisions regarding the selection of the SRO. The Chief of Police may consult with the District prior to placement at the Middle Schools.

2.7 In the event the SRO is absent from work, the SRO shall notify both his supervisor in the City and the Principal of the Middle Schools to which the SRO is assigned.

3.0 Duty Hours

3.1 The maximum number of hours that a SRO shall be on duty in a work week shall be 40 hours. Specific SRO duty hours shall be set by mutual agreement between the District and the City.

3.2 The SRO shall be on duty at the school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.

3.3 It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.

3.4 In the event of an emergency, the SRO is ordered by the City to leave the school duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.

3.5 At the discretion of the District and the SRO, a SRO can also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.

4.0 Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a commissioned officer and should have four years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

5.1 To protect lives and property for the citizens and public school students of the District;

- 5.2 The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
- 5.3 As may be requested by the District, the SRO shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
- 5.4 As may be requested by the District, the SRO shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
- 5.5 The SRO shall not act as a school disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with District administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of the Code of Conduct and expectations for behavior at each school. The SRO shall become familiar with district/school disciplinary codes and standards. The District will meet at least annually with the SRO for the purpose of reviewing applicable disciplinary standards.
- 5.6 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 5.7 To investigate criminal activity committed on or adjacent to school property;
- 5.8 To answer questions that students may have about New York State criminal or juvenile laws;
- 5.9 To assist other law enforcement officers with outside investigations concerning students attending the school(s);
- 5.10 Shall participate in SRO training.

6.0 Chain of Command

- 6.1 As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.
- 6.2 In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrests, when appropriate.

7.0 Training/Briefing

- 7.1 The SRO shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the police chief.

- 7.2 Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law and in-service firearm training. The District also may provide training in Board of Education Policies, regulations and procedures.
- 7.3 The SRO shall participate in District training provided by the District as it relates to ensuring a physical and emotionally safe environment for learning.
- 8.0 Dress Code & Equipment** — The SRO shall be required to wear a departmental issued uniform and carry departmental issued equipment including sidearm and radio. The SRO will not be provided a vehicle.
- 9.0 Investigation, Interrogation, Search and Arrest Procedures** — school board policy and police department procedures shall apply.
- 10.0 Controlled Substances**
- 10.1 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
- 10.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 10.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.
- 11.0 Riots and Civil Disorders**
- 11.1 In the event a riot or civil disorder occurs the SRO shall act in accordance with the Binghamton Police Department Policies, Procedures and Manual.
- 11.2 To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
- 11.3 The Principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 11.4 If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 11.5 The SRO or officer in charge shall consult with the Principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.

11.6 The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

12.0 Access to Education Records

12.1 School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").

13.0 Term of Agreement - The term of this Agreement is one year commencing on July 1, 2020, through June 30, 2021. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

14.0 Consideration

14.1 For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for the SRO salaries pursuant to the Collective Bargaining Agreement for Police Officers First Grade and positions in the amount of \$100,000 for the 2020-21 contract year. Such salaries shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.

14.2 The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office
City of Binghamton
38 Hawley Street, 2nd Floor
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2015).

14.3 No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part.

15.0 Insurance and Indemnification

15.1 The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).

- 15.2 The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence on behalf of the District.
- 15.3 The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
- 15.4 The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence on behalf of the SRO.
- 16.0 Evaluation** - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning the SRO.

Dated: _____

Dated: _____

Richard C. David
City of Binghamton, Mayor

Tonia Thompson
Binghamton City School District
Superintendent of Schools

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School Resource Officer Agreement

This Agreement made this _____ day of _____, 2020 by and between the Binghamton City School District and the City of Binghamton as follows:

WITNESETH:

WHEREAS, the City of Binghamton (City) agrees to provide the Binghamton City School District (District) with a School Resource Officer (SRO) to be located at the High School and the District agrees to pay the City for providing the SRO; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the District;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives** - It is understood and agreed that the District and City officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the High School:
 - 1.1 Foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies.
 - 1.2 Report serious crimes that occur on campus and cooperate with the law enforcement officials in their investigation of crimes that occur at school;
 - 1.3 Cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.
 - 1.4 Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
 - 1.5 Work to prevent juvenile delinquency through close contact and positive relationships with students. The SRO shall conduct security inspections as permitted by law to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies.
 - 1.6 Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Be present during school searches, which may involve weapons, controlled dangerous substances or in such cases that, the student's emotional state may present a risk to the administrator. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.

- 1.7 Build working relationships with the school's staff as well as with student and parent groups.
- 1.8 Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.9 Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. The SRO shall be encouraged to be an active member of the school community and participate in school events.

2.0 Employment and Assignment of School Resource Officer

- 2.1 The SRO shall be assigned by the City to the District to be utilized primarily at the High School reporting directly to the Principal with the Chief as the immediate supervisor.
- 2.2 The District agrees to pay to the City an amount equal to the salary of the SRO on a monthly basis, in the manner described herein.
- 2.3 The City agrees to issue the checks for the SRO's salary and the City agrees to pay for the SRO's employment benefits in accordance with the applicable Collective Bargaining Agreement, salary schedules, and employment practices of the City.
- 2.4 The District agrees that the SRO will be the officer, which is assigned to the school. The District agrees that if the SRO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of SRO will not be filled by the City with another police officer. If such a situation occurs, the District agrees that it must continue to make payment hereunder subject to the provisions of paragraph 14.3. This provision is not intended to limit rights created by any Collective Bargaining Agreement or any Laws, Statutes or Ordinances, including those which give the City the ability hire, fire, and discipline the SRO, or which gives the City the ability to dispute or deny the following: the performance of the SRO, alleged disabilities, claims for workers' compensation, and claims for 207-c. The SRO shall be subject to all other personnel policies and practices of the City, except as such policies or practices which may have to be modified to comply with the terms and conditions of this Agreement. If it reasonably believed that the Officer who is assigned as SRO to the District will be absent for more than five (5) consecutive school days, the District has the right to request that a new Officer be assigned as SRO for any period of the extended absence. The City will not unreasonably deny the District's request for a new SRO.
- 2.5 The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The City agrees to defend, hold harmless and indemnify the District from and against any and all claims, suits or causes of action arising out of SRO's employment by the City and the assignment of the Officer as the SRO at the District; this shall include but not be limited to allegations of unfair or unlawful employment practices brought by the SRO; except where there is intentional misconduct or gross negligence on behalf of the District.
- 2.6 The SRO shall be assigned by the City in collaboration with the District to be utilized primarily at the High School. The Chief of Police will make all decisions regarding the selection of the SRO. The Chief of Police may consult with the District prior to placement at the High School.

2.7 In the event the SRO is absent from work, the SRO shall notify both his supervisor in the City and the Principal of the High School to which the SRO is assigned.

3.0 Duty Hours

3.1 The maximum number of hours that a SRO shall be on duty in a work week shall be 40 hours. Specific SRO duty hours shall be set by mutual agreement between the District and the City.

3.2 The SRO shall be on duty at the school(s) from fifteen minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the mutual agreement between the City and District.

3.3 It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.

3.4 In the event of an emergency, the SRO is ordered by the City to leave the school duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.

3.5 At the discretion of the District and the SRO, a SRO can also work part time for the District. Part-time work is separate and distinct from the work defined under this SRO contract. Such Part-time work shall be requested by, and completely paid for by the District, including workers' compensation, etc.

4.0 Basic Qualifications of School Resource Officers - To be a SRO, an officer must first meet all of the following basic qualifications:

4.1 Shall be a commissioned officer and should have four years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

5.1 To protect lives and property for the citizens and public school students of the District;

- 5.2 The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer, and the police mission.
- 5.3 As may be requested by the District, the SRO shall engage in individual and small group discussions with students based upon material presented in class to further establish rapport with students.
- 5.4 As may be requested by the District, the SRO shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.
- 5.5 The SRO shall not act as a school disciplinarian, as disciplining students is a District responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with District administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of the Code of Conduct and expectations for behavior at each school. The SRO shall become familiar with district/school disciplinary codes and standards. The District will meet at least annually with the SRO for the purpose of reviewing applicable disciplinary standards.
- 5.6 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 5.7 To investigate criminal activity committed on or adjacent to school property;
- 5.8 To answer questions that students may have about New York State criminal or juvenile laws;
- 5.9 To assist other law enforcement officers with outside investigations concerning students attending the school(s);
- 5.10 Shall participate in SRO training.

6.0 Chain of Command

- 6.1 As an employee of the City, the SRO shall follow the chain of command as set forth in the City Police Department Policies and Procedure Manual.
- 6.2 In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principals' designee, with regards to arrest, when appropriate.

7.0 Training/Briefing

- 7.1 The SRO shall be required by the City to attend training and briefing sessions. These sessions will be held at the direction of the police chief.

- 7.2 Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law and in-service firearm training. The District also may provide training in Board of Education Policies, regulations and procedures.
- 7.3 The SRO shall participate in District training provided by the District as it relates to ensuring a physical and emotionally safe environment for learning.
- 8.0 Dress Code & Equipment** — The SRO shall be required to wear a departmental issued uniform and carry departmental issued equipment including sidearm and radio. The SRO will not be provided a vehicle.
- 9.0 Investigation, Interrogation, Search and Arrest Procedures** — school board policy and police department procedures shall apply.
- 10.0 Controlled Substances**
- 10.1 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
- 10.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 10.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.
- 11.0 Riots and Civil Disorders**
- 11.1 In the event a riot or civil disorder occurs the SRO shall act in accordance with the Binghamton Police Department Policies, Procedures and Manual.
- 11.2 To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
- 11.3 The Principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 11.4 If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 11.5 The SRO or officer in charge shall consult with the Principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits an offense in their presence.

11.6 The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

12.0 Access to Education Records

12.1 School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Family Education Rights and Privacy Act ("FERPA").

13.0 Term of Agreement - The term of this Agreement is one year commencing on July 1, 2020, through June 30, 2021. This Agreement will be renewed on a yearly basis by the mutual consent of the parties.

14.0 Consideration

14.1 For and in consideration of the City providing the SRO as described herein, the District agrees to reimburse the City for the SRO salary pursuant to the Collective Bargaining Agreement for a Police Officer First Grade and position in the amount of \$74,909 for the 2020-21 contract year. Such salary shall include any increases in salary pursuant to any negotiations or revised Collective Bargaining Agreement.

14.2 The District shall pay the said compensation to the City in twelve equal monthly installments on or about the first day of each calendar month. At the beginning of every month, the District shall provide that next month's salary (1/12 of the total salary amount) to the Comptrollers' Office at the following address:

Comptroller's Office
City of Binghamton
38 Hawley Street, 2nd Floor
Binghamton NY 13901

The checks shall be made payable to the City of Binghamton and will have a notation on each check which will indicate that the check is the payment of the salary of the SRO for a specific month (i.e., SRO September 2015).

14.3 No reimbursement by the District will be due for any periods of unpaid leave or time off or any periods of leave for which the City is not required to pay the SRO or for which the City receives reimbursement from any other source, in whole or in part.

15.0 Insurance and Indemnification

15.1 The City is self-insured. The City shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).

- 15.2 The City agrees to defend and hold the District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program except where there is intentional actions or gross negligence on behalf of the District.
- 15.3 The District is self-insured. The District shall provide a certificate of insurance in an amount of not less than Two million dollars (\$2,000,000).
- 15.4 The District agrees to defend and hold the City, its agent and employees, including the SRO, free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the District or any District Program, except where there is intentional actions or gross negligence on behalf of the SRO.
- 16.0 Evaluation** - It is mutually agreed that the District shall evaluate annually the SRO Program and shall provide information concerning the performance of each SRO. It is further understood that the District's information is advisory only and that the City is the sole authority to evaluate the performance and take any employment actions concerning the SRO.

Dated: _____

Dated: _____

Richard C. David
City of Binghamton, Mayor

Tonia Thompson
Binghamton City School District
Superintendent of Schools

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Legal Counsel Approval 
RL 19-179

Introductory No. R19-80
Permanent No. R19-79



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: October 9, 2019

Sponsored by Council Members: Matzo, Papastrat, Cronce, Scanlon, Taylor

Introduced by Committee: Municipal Public Affairs

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN EXTENSION
AGREEMENT WITH THE BINGHAMTON CITY
SCHOOL DISTRICT FOR SCHOOL RESOURCE
OFFICERS AT THE HIGH SCHOOL AND
MIDDLE SCHOOLS FOR 2019-2020

WHEREAS, the City of Binghamton wishes to renew its agreement with the Binghamton City School District for School Resource Officers at the High School and Middle Schools, whereby the City agrees to provide the High School and each Middle School with one (1) police officer designated by the Chief of Police, and that the Binghamton City School District will pay the City for providing such police officer as provided in said agreement.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized and directed to renew an agreement, approved as to form and content by the Office of Corporation Counsel, with the Binghamton City School District for School Resource Officers at the High School and Middle Schools for 2019-2020.

Introductory No. R19-80

Permanent No. R19-79

Sponsored by City Council Members:
Matzo, Papasistrac, Cronce, Scanlon, Taylor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EXTENSION AGREEMENT WITH THE BINGHAMTON CITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS AT THE HIGH SCHOOL AND MIDDLE SCHOOLS FOR 2019-2020

The within Resolution was adopted by the Council of the City of Binghamton,

Date 10/9/19

City Clerk Elizabeth E. Johnson

Date Presented to Mayor 10/10/19

Date Approved 10/18/19

Mayor William W. Davis

	Ayes	Nays	Abstain	Absent
Councilman Scaringe				✓
Councilman Livingston	✓			
Councilwoman Cronce	✓			
Councilman Taylor	✓			
Councilman Papasistrac	✓			
Councilman Matzo	✓			
Councilman Scanlon	✓			
Total	6	0	0	1

Code of the City of Binghamton

Adopted Defeated

6 Ayes 0 Nays 0 Abstain 1 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 10/9/19. Approved by the Mayor on 10/10/19.





EXP

RL Number: 20-161
Date Submitted: 8/10/2020

Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Megan J. Brockett
Title/Department: Office of the Mayor
Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with CHOW to administer CARES Act funds in an amount not to exceed \$25,000 for local community meal programs

Suggested Content: Budget line: CD8760.535005.CVY45 (EDW-PROGRAM-Nonprofit Asst)

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-162
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Megan Brockett
Title/Department: Mayor's Office
Contact Information: mjbrockett@cityofbinghamton.com

RL Information

Proposed Title: A resolution authorizing the Mayor to enter into an agreement with CARES for use of FY45 CDBG funding in an amount not to exceed \$3,400 for the backpack and school supply program
Suggested Content: Budget line CD7310.533516.CDY45

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-163
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Megan J. Brockett

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with CHOW for use of CARES Act funds in an amount not to exceed \$20,000

Suggested Content: Budget line: CD8760.535005.CVY45 (EDW-PROGRAM-Nonprofit Asst)

Additional Information

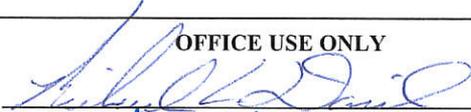
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-164
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Megan J. Brockett

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with Salvation Temple Church for use of FY45 CDBG funds in an amount not to exceed \$10,500.00

Suggested Content: Budget line: CD8662.533552.CDY45 HUMAN SRVCS CAPITAL SET ASIDE

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-165
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Megan J. Brockett
Title/Department: Office of the Mayor
Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with Hands of Hope Ministries of the Free Methodist Church for use of FY45 CDBG funds in an amount not to exceed \$2,200.00

Suggested Content: Budget line: CD8662.533552.CDY45 HUMAN SRVCS CAPITAL SET ASIDE

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-166
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Megan J. Brockett
Title/Department: Office of the Mayor
Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with Mt. Sinai Church of God in Christ for use of FY45 CDBG funds in an amount not to exceed \$6,200.00

Suggested Content: Budget line: CD8662.533552.CDY45 HUMAN SRVCS CAPITAL SET ASIDE

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-167
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Megan J. Brockett

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with House of Worship Church of God in Christ for use of FY45 CDBG funds in an amount not to exceed \$11,000.00

Suggested Content: Budget line: CD8662.533552.CDY45 HUMAN SRVCS CAPITAL SET ASIDE

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-168
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Megan J. Brockett

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with Greater Faith & Deliverance Ministries Inc. for use of FY45 CDBG funds in an amount not to exceed \$16,500.00

Suggested Content: Budget line: CD8662.533552.CDY45 HUMAN SRVCS CAPITAL SET ASIDE

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:	_____				
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input checked="" type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

EXP

RL Number:
20-169
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Megan J. Brockett
Title/Department: Office of the Mayor
Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with River of Life Ministries for use of FY45 CDBG funds in an amount not to exceed \$8,600.00

Suggested Content: Budget line: CD8662.533552.CDY45 HUMAN SRVCS CAPITAL SET ASIDE

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:

20-172

Date Submitted:

8/13/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Trish Keppler

Title/Department: Personnel

Contact Information: _____

RL Information

Proposed Title: One year contract extension for Fire Union with zero increase and non-financial language changes

Suggested Content: Approve Fire CBA for 1/1/2020-12/31/2020

Additional Information

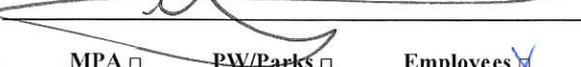
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input checked="" type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

2017-2020
(one year contract extension 1/1/2020-12/31/2020)

AGREEMENT

BETWEEN

THE CITY OF BINGHAMTON

AND

**BINGHAMTON FIREFIGHTERS LOCAL 729,
AFL-CIO, I.A.F.F.**

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THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the **CITY OF BINGHAMTON**, a municipal corporation organized under and by virtue of the Laws of the State of New York, hereinafter referred to as "the City" and the **BINGHAMTON FIREFIGHTERS LOCAL 729, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, hereinafter referred to as "the Association".

ARTICLE I - RECOGNITION

Section A. The City recognizes the Association as the sole and exclusive representative of all members of the Bureau of Fire, except for the Fire Chief, and office staff in accordance with the provisions of Permanent City Ordinance No. 200 of 1969.

The City agrees that the Association shall be the sole and exclusive representative for all bargaining and grievances.

Section B. The City shall deduct from the wages of members and remit within ten days to the Association regular membership dues for those members who sign authorizations permitting such payroll deductions. Dues deductions, increases/decreases/additions/deletions shall be implemented throughout the year as requested by Local 729. The City shall also deduct from the wages of all Firefighters covered by this Agreement, who are not members of the employee organization, an amount equivalent to the dues levied by the Association and said amount shall be transferred to the Association within ten (10) days. The Association will establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association and all bargaining unit members waive any claim against the City for deductions which in good faith are made or not honored as the case may be. All disputed amounts shall be escrowed by the City, and all disputes under this Section shall be resolved in accordance with Section 16. The only liability to the City under the Section is to restore monies improperly collected or to pay dues properly owing.

Section C. The Association affirms that it will not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 2 - HOLIDAYS

Section A. In addition to all holidays designated as such for Firefighters by any state or national law, members of the Bureau of Fire shall also receive the benefit of all other holidays designated or observed as such by the City. Eight (8) hours for each holiday not worked shall be paid to each member of the Bureau of Fire.

Section 1. All holidays enumerated below shall be paid to all fire personnel covered by this Agreement:

	2017	2018	2019	2020
New Year's Day	01/01/2017	01/01/2018	01/01/2019	01/01/2020
Martin Luther King Day	01/16//2017	01/15/2018	01/21/2019	01/20/2020
Lincoln's Birthday	02/12/2017	02/12/2018	02/12/2019	02/12/2020
Washington's Birthday	02/22/2017	02/22/2018	02/22/2019	02/22/2020
Memorial Day(observed)	05/29/2017	05/28/2018	05/27/2019	05/25/2020
Independence Day	07/04/2017	07/04/2018	07/04/2019	07/04/2020
Labor Day	09/04/2017	09/03/2018	09/02/2019	09/07/2020
Columbus Day(observed)	10/9/2017	10/8/2018	10/14/2019	10/12/2020
Election Day	11/07/2017	11/06/2018	11/05/2019	11/03/2020
Veteran's Day	11/11/2017	11/11/2018	11/11/2019	11/11/2020
Thanksgiving Day	11/23/2017	11/22/2018	11/28/2019	11/26/2020
Christmas Day	12/25/2017	12/25/2018	12/25/2019	12/25/2020

If the above dates conflict with State or Federal laws, there will be no duplicate payments made for said holidays.

Section 2. Payment for Firefighters who work on holidays: In addition to their regular day's pay and/or overtime pay, those who work on holiday shall be paid at the rate of time and one-half for hours actually worked. If payment for actual hours worked is less than the eight (8) hours paid to the Firefighter who did not work on the holiday, Firefighters will be paid the difference to equal the eight (8) hour payment.

Section 3. Holiday pay will be in the next immediate pay period.

Section 4. This Section does not cover holidays that are designated and observed by other bargaining units as a result of contract negotiations.

Section 5. All staff, including but not limited to, Lieutenants, Captains, and Fire Marshal assigned to the Fire Marshal office and Training Instructor and EMS Captain assigned to the Training Office agree to work six (6) of the enumerated holidays. The selection of holidays is at the option of the employee based upon seniority and as available, at the discretion of the Chief and will be made at the time of vacation selection. Holidays occurring while the Firefighter is on vacation count as holidays worked under this subsection. For holidays that fall on a weekend (Saturday or Sunday), the staff may choose the immediately preceding Friday or the immediately succeeding Monday as the holiday for purposes of working six (6) enumerated holidays as referenced above.

Section 6. All staff, including but not limited to, Lieutenants, Captain and Fire Marshal assigned to the Fire Marshal office and Training Instructor and EMS Captain assigned to the Training Office will observe the aforesaid holidays on the date said holidays are observed by City Hall. In the event that City Hall does not observe the aforesaid holidays, said holidays will be observed by the Fire Prevention Staff Officers, Fire Lieutenants and Captains on the same dates as the other Firefighters with the exception of Lincoln's birthday.

ARTICLE 3 - WORK WEEK AND WORKING CONDITIONS

Section A. Work Week and Pay Schedules

The City will continue to recognize that the average work week is forty (40) hours, in accordance with New York State Law. Salary payments will be on a semi-monthly basis.

All member of the Fire Bureau will be paid via direct deposit and will receive electronic paystubs.

Section B. Work Schedules

Section 1. Changes in the written work schedule shall be arrived at by mutual agreement between the Chief and the Association, subject to the approval of the Commissioner of Public Safety. The work schedule for the staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention shall be 7:30 a.m. to 5:30 p.m., four (4) days per week.

Section 2. All Firefighters, other than Fire Administration, Fire Marshal's Office and Training, will be scheduled on a twenty-four (24) hour work schedule. Effective January 1, 2008, Firefighters working a 24-hour (one shift) schedule will be paid for forty-eight (48) (i.e. two shifts) hours of AL leave time at straight time the first pay date in November each year in a separate check. Firefighters will continue to receive the remaining forty-eight (48) hours (i.e. two shifts) off in accordance with present practice. The scheduling of AL days off and days to be worked will be completed by November of each year, along with the vacation schedule, as is the present practice.

The 24-hour work schedule shall consist of 24-hours on duty and 72-hours off duty (24/72). Firefighters will not work more than thirty six (36) hours unless they have had twelve (12) hours off.

Firefighters will work no more than twelve (12) hours on ambulance duty and then twelve (12) hours on line duty or twelve (12) hours off duty before any further ambulance duty.

Section C. Overtime

Section 1. All members of the Fire Bureau who are kept on duty because of a conflagration, major emergency, or to maintain manpower standards shall be paid at one and one-half times the regular hourly rate for time actually worked.

Section 2. All authorized overtime duty required of members of the Bureau of Fire shall be compensated at the rate of one and one-half times the regular hourly rate of pay. This shall be paid

on the pay date following the overtime. The overtime pay for Firefighters held over at the end of their shift will be computed based upon actual time worked up to fifteen (15) minutes. Firefighters held over at the end of their shift more than 15 minutes shall be paid for one (1) hour of overtime. Firefighters held over at the end of their shift for more than 1 hour shall be paid overtime based on all the actual time worked in six (6) minute increments.

Section 3. A Firefighter who is required to report to Court or report for other duty at the direction of the Fire Chief during off-duty hours, shall be compensated at the rate of one and one-half times the Firefighter's regular hourly rate of pay with a minimum payment of three (3) hours.

Section D. Working Rules

Section 1. Nothing herein shall be deemed to prohibit the adoption of rules by the Bureau for the operation of the Bureau, providing such rules do not conflict with any of the provisions of this Agreement, and there shall have been prior consultation before adoption of the rules with officers of Local 729.

Section 2. The Labor-Management Committee otherwise provided for in this Agreement shall be empowered to undertake consultation on either work schedules or vacation schedules at the request of either party.

Section 3. Any agreed vacation and/or work schedule shall be presented to fire personnel no later than December 15. Any new vacation and/or work schedules shall be effective January 1.

Section 4. Results of any written or oral examinations or tests will be held in strict confidence between the individual member and any person of supervisory capacity. The confidentiality of this Section is not intended to include legal or grievance proceedings where the results of examinations or tests are reasonably necessary for the prosecution or defense.

Section 5. Any reprimand shall be given in a manner that will not embarrass the Firefighter before other Firefighters or the public.

Section E. Fire Bureau Regulations

Section 1. All rules and regulations of the Binghamton Fire Bureau not covered by this Agreement shall be covered in general or special orders and by the published Binghamton Fire Bureau Rule Book. A new revised rule book shall be published at least once every five (5) years. The Association shall be consulted in any revision of the Rule Book.

Section 2. All general and special orders shall be in writing signed by duly authorized officers of the Bureau.

Section 3. All administrative verbal orders of a continuous nature shall be followed by a written order within ninety-six (96) hours to remain effective, with proper authorized signatures, and shall be placed on station bulletin boards for a period not less than thirty (30) days. paid time available to her or any combination of time. This will not be counted as FMLA time.

Section F. Maternity Leave

The Pregnancy and Discrimination Act allows a pregnant employee to continue to work in her position until such time as she and her Doctor determine she needs to work in a modified duty role. For the purposes of the contract, the firefighter will continue to work in the modified duty role until such time as the Doctor removes the firefighter from modified duty. At that time, the firefighter will go on Family Medical Leave Act and will abide by the City of Binghamton FMLA Policy.

The firefighter will remain on FMLA leave as long as she is considered disabled. When her Doctor no longer considers her disabled, she can elect to no longer be on FMLA and can use the remainder of her 12 weeks of FMLA as unpaid, vacation, PL, sick or any other paid time available to her or any combination of time. This will not be counted as FMLA time.

ARTICLE 4 - VACATIONS

Section A. Firefighters shall be granted vacation in each calendar year as follows: Two (2) twenty-four (24) hour shifts after two (2) years; Four (4) twenty-four (24) hour shifts after three (3) years; Six (6) twenty-four (24) hour shifts after four (4) years. (Members assigned to the Fire Prevention Staff shall receive sixteen (16) ten hour shifts after four (4) years;

Vacations may be taken one (1) shift at a time, other than staff officers and the Fire Lieutenant and Fire Captain regularly assigned to fire prevention who are covered by Section D. All Firefighters with twenty (20) or more years of service shall be granted an additional two (2) 24-hour shifts of vacation. (Members assigned to the Fire Prevention Staff with twenty (20) or more years of service shall be granted an additional six (6) ten hour shifts of vacation.) Said additional two (2) vacation shifts may or may not be consecutive and said additional two (2) vacation shifts for Line Personnel shall be arranged between the individual and his/her Duty Chief after all others have selected their vacations (staff officers, Fire Lieutenant and Fire Captain regularly assigned to fire prevention are covered by Section D). Said additional time will be selected on a seniority basis and on an as-available basis at the Chief's discretion. Three (3) Firefighters (Line Personnel) per shift can take vacation.

Section B. The City shall provide payment for unused, and/or accumulated holiday, vacation (vacation credit shall not accumulate from year-to-year), and overtime or recall time upon the separation or retirement of a member in good standing.

Section C. Line Officers and Firefighters shall pick vacations within the group to which they are assigned, with officers picking first by seniority and Firefighters picking second by seniority. No more than two (2) Assistant Chiefs will take vacation at the same time, unless permission is granted by the Chief of the Department.

Section D. Staff Officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention shall choose vacations separate from Line Officers and Firefighters. Vacations shall be based upon seniority and as available, at the discretion of the Chief of the Department.

ARTICLE 5 - SICK LEAVE

Section A. Sick leave for non-duty connected injury or illness shall be computed at the rate of one (1) sick day per month and may be accumulated. All employees appointed to the Fire Bureau from other City departments shall be entitled to the transfer of two-thirds (2/3) of all accumulated non-Fire Bureau City-earned sick days upon appointment to the Fire Bureau. Sick leave for new members shall start accumulating at the date of entry in the Department. Sick leave shall be deducted at the rate of two (2) sick days for Line Firefighters per use and one (1) sick day per use for all staff, including but not limited to Lieutenants, Captain and Fire Marshal assigned to the Fire Marshal office and Training Instructor and EMS Captain assigned to the Training Office regularly assigned to Fire Prevention because of non-duty connected injury or illness.

Section B. Any Firefighter that has been absent five (5) different times (for any length of time per absence) over a twelve (12) month period may be required to visit a physician each and

every time that the Firefighter is absent due to illness thereafter, within the twelve (12) month period in which he/she has five (5) different absences and to provide, at their own expense, a written statement from the physician to the supervisor, upon returning to work. Any Firefighter that is absent two (2) or more consecutive sick shifts or any staff member that is absent five (5) or more consecutive sick shifts shall be required to consult a physician upon returning to work. The Fire Chief retains the right to exercise his/her prerogatives as provided for in the City of Binghamton's Code Section 2-184, in cases of abuse.

Section C. Consistent with past practice, payment of sick days will be calculated by multiplying the hourly rate of pay times eight (8) hours per day times the number of accumulated sick days. Maximum accumulated sick time for payout purposes, upon retirement or leaving the City's service in good standing, eligible to retire, will be set at one hundred fifty (150) days with maximum payout set at two-thirds (2/3) of accumulated days up to a maximum payout of one hundred (100) days. For example, an eligible employee with one hundred fifty (150) accumulated days would receive a payment of hundred (100) days pursuant to this paragraph. Payment will be made within thirty (30) days of retirement or leaving service. The hourly rate of pay will be calculated in accordance with past practice.

Section D. A Committee may be established to determine eligibility for donations of accrued time from members in the event of a disaster or illness. The Committee will consist of two (2) individuals appointed from Local 729 and two (2) individuals appointed by the Mayor. A determination of eligibility requires three (3) votes by the Committee. The eligibility determination is not subject to any grievance or arbitration process.

The maximum allowed in the bank is One Hundred Thousand Dollars (\$100,000). In order to donate to the bank, a member must have a minimum of thirty (30) sick days on the books. Donations to the bank may be made in December of each year. A member may donate one (1) sick day per year. Once donated, the time cannot be taken back. Sick time usage for donation purposes is only applicable to this Section of this Agreement.

The donated time will be valued at the donor's rate of pay at the time of donation and will be given to the recipient at his/her current rate of pay.

Accounting of the transfer to donated time shall be the sole responsibility of the City.

The Committee may request that the City allow members to donate sick days, other than in December, if the fund balance falls below Twenty-Five Thousand Dollars (\$25,000) at any point in time. It will be at the Committee's discretion whether or not to allow this.

ARTICLE 6 DEATH BENEFITS

Section A. Unused compensatory time, overtime, holiday, and vacation pay shall be paid over to the department member's surviving spouse or, if there be none, to the beneficiary or estate, within thirty (30) days of the termination of employment because of death. Payment shall be at the hourly rate set forth in this Agreement.

Section B. The City agrees to continue the provisions of General Municipal Law Section 208-b to provide death benefits for beneficiaries of Firefighters of the City of Binghamton if the Mayor shall determine, on the basis of the evidence, that such Firefighter met the statutory criteria.

Section C. The City shall pay to the Firefighter's surviving spouse or, if there be none to the beneficiary or estate of a Firefighter, two-thirds (2/3) of up to one hundred fifty (150) accumulated sick days to a maximum payout of one hundred (100) days. For example, an eligible surviving spouse, beneficiary or estate of Firefighter with one hundred fifty (150) accumulated days would receive a payout of one hundred (100) days. Such payment shall be made within thirty (30) days of termination of such employment because of death. Payment shall be at the hourly rate set forth in this agreement. Notwithstanding the above, the City shall pay the Firefighter's surviving spouse or, if there be none, the beneficiary or Estate of a Firefighter, 100% of accumulated sick leave days of a Firefighter killed in the line of duty.

Section D. A surviving spouse and/or surviving dependent children (as defined by State Law) of a Firefighter killed in the line of duty shall receive health insurance coverage under the City plan. The surviving spouse and/or surviving dependent children shall contribute the same percentage or amount contributed by current members, as the same may be adjusted from time to time to the annual cost of insurance premiums. The City shall pay the remaining cost. A surviving spouse or dependant child who leaves the plan shall have no right to return in the future. No new non-biological children, husband or wife shall be added to coverage by virtue of this provision. Exceptions for coverage will be considered and made on a case-by-case basis by the City. A surviving spouse shall only be eligible for coverage until he/she is eligible for health coverage under the Federal Medicare Program.

ARTICLE 7 PERSONAL LEAVE

Two (2) twenty-four (24) hour shifts for personal leave shall be granted to all members of the Bureau of Fire, except staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention, who shall receive three (3) personal leave days. Firefighters, except staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention, shall be permitted to take 24-hours of personal leave in two (2) twelve (12) hour periods. Request for such leave shall be made twenty four (24) hours in advance, except in case in the member's emergency. Leave must be approved by the Duty Chief, whose approval shall not be unreasonably withheld. Personal leave days shall not be accumulative.

Chiefs, Acting Chiefs, Assistant Chiefs, and Acting Assistant Chiefs shall grant a member a minimum of two (2) hours off duty in emergency cases of sickness, accident, or other emergency occurring in the member's immediate family which shall be defined as spouse, parent, sibling, child, mother and father-in-law, and grandparents, grandparents-in-law, grandchildren, brother and sister-in-law, step-Mother and step-Father, step-siblings, step-child, significant other and significant other's Mother, Father, brother, sister or child. A significant other is defined as the member's domestic partner. A domestic partner must be a resident of Broome County, 18 years or older, neither is married or related by blood, in a close and committed relationship and neither was in a committed relationship in the preceding 6 months.

One (1) full 24-hour shift shall be granted to a member in case of death in his/her immediate family, as defined above. In the case of a domestic partner, this is to be used within 2 weeks of the death unless approved by the Chief.

In case of extreme emergency, additional time off duty may be granted, despite the fact that the circumstance of such case may not be herein described.

Members shall be continually mindful of the fact that the provisions and benefits to them as outlined above are not to be abused. All cases shall be at the discretion of the Chief or his/her designee.

The first two requests for personal leave shall be granted per 12 hour periods. Additional requests may be granted subject to the discretion of the Duty Chief.

ARTICLE 8 INSURANCE

A. For all members hired prior to 9/30/2011, the City will provide coverage under the Blue Cross/Blue Shield of Central New York Classic Blue Regionwide Plan; and the Blue Cross/Blue Shield of Central New York Dental Program Basic Coverage Schedule of Allowances Schedule A; and the Supplemental Basic Benefits Rider Schedule of Allowances Schedule A; and the Periodontics Benefits Rider Schedule A and the Orthodontic Benefits Rider Schedule A and the Blue Cross/Blue Shield Vision Expense Schedule of Allowances Schedule A.

B. All members hired after 9/30/2011 will be enrolled in the Blue Cross/Blue Shield PPO Plan. Employees on the PPO Plan will contribute the following percentages of the premium as of the date indicated with the City paying the balance of the premium:

	Member pays	City pays
Upon execution of this Agreement	16%	84%
January 1, 2018	16%	84%
January 1, 2019	16%	84%
January 1, 2020	16%	84%

C. For all members receiving coverage under the plans described in Paragraph A above will contribute the following percentage of the premium as of the date indicated with the City paying the balance of the premium

	Member pays	City pays
Upon execution of this Agreement	18%	82%
January 1, 2018	18%	82%
January 1, 2019	19%	81%
January 1, 2020	19%	81%

- D. These premiums shall be automatically subject to the City flex benefit unless the individual requests to opt out of the flex plan in writing, said opt out waiver must be exercised in the month of December for the following year.
- E. The annual deductibles for Classic Blue Regionwide are \$100.00/300.00 and the annual stop-loss maximum under the current major medical component of the plan is three thousand dollars (\$3,000.00).
- F. The City may change to another health insurance carrier other than the above plan, providing the same benefits only by mutual consent of the parties.

The City agrees to cooperate and provide copies of all information regarding health care expenses paid by the City for the Firefighters.

ARTICLE 9 - UNIFORM ALLOWANCE

Section A. The City shall pay Nine Hundred Dollars (\$900.00) per unit member and One Thousand Two Hundred Dollars (\$1,200.00) for new hires in their first year. Effective January 1, 2019, the City shall pay One Thousand Dollars (\$1,000) per unit member and One Thousand Two Hundred Dollars (\$1,200) for new hires in their first year. New hires employed between January 1st and June 30th will receive One Thousand Two Hundred Dollars (\$1,200.00) For new hires employed after June 30th the allowance will be pro-rated. Such allowances shall be paid for all Firefighters, except those permanently classified as 207(a). Said allowance shall be pro-rated during the year for each month of service and will be paid not later than March 1, unless extended by mutual agreement, for thirty (30) days. Firefighters shall receive no more than one (1) clothing allowance per calendar year. Effective January 1, 2018, the uniform allowance will be prorated on a monthly basis for the calendar year in which a Firefighter retires.

All members will provide themselves with approved fire retardant station wear as specified under N.F.P.A. 1975. The City shall be responsible for replacing items of "turnout gear" which are damaged in the direct line of duty. The City and the Union shall jointly form a Review Committee to handle any disputed claims regarding the administration of this provision. The Review Committee shall include the Chief of the Bureau or his/her designee, a union designee and the City's Director of Purchasing.

Section B. There shall not be any change in the type of uniforms, work clothes or work turn-out gear presently used during the term of this Agreement except by mutual agreement of the Labor-Management Committee.

ARTICLE 10 - RETIREMENT

Section A. For all members of the Bureau of Fire, the City will continue the retirement plans in effect. Pursuant to New York State Retirement Law, those members of the Bureau of Fire hired:

Before July 31, 1973 shall be governed by Tier I;

On or after July 31, 1973 through June 30, 2009 shall be governed by Tier II;

On or after July 1, 2009 through January 8, 2010 shall be governed by Tier III;

On or after January 9, 2010 through March 31, 2012 shall be governed by Tier V;

On or after April 1, 2012 shall be governed by Tier VI.

For all members of the Bureau of Fire, the City will continue the retirement plans in effect, as outlined below, as modified by the requirements of the applicable State statutes now in effect:

1. One (1) year averaging of final salary in accordance with Article 8, Section 302(9)(d) of the New York State Retirement and Social Security Law.
2. Twenty-five (25) year one-half (1/2) pay retirement.
3. Twenty-five (25) year one-half (1/2) pay retirement with one-sixtieth added for each additional year of service.
4. Twenty (20) year one-half (1/2) pay retirement.
5. The provisions of New York Retirement and Social Security Law, Section 375-i (the improved career plan).

The City will make no attempt to exclude or block application of Section 375-i to 207-a Firefighters.

Section B. Upon retirement or separation from service, any uncontested net leave balance of vacation, sick leave, and personal leave, and any other monies due to a member pursuant to this Agreement will be paid within thirty (30) days of the City's receipt of a fully executed Separation Check-Out Record. Any contested leave time or payment will be noted on the Separation Check-Out Record. E.G., if there are up to one hundred (100) days eligible for reimbursement and forty (40) days are in dispute or in a negative balance, the City will reimburse the Member for sixty (60) eligible days pending resolution of the disputed days.

ARTICLE 11 - OUT-OF-TITLE WORK

Section A. If any Firefighter is assigned to fill a temporary vacancy caused by another Firefighter's vacation, sickness, leave of absence or for any other reason which requires such Firefighter to perform work in a higher paying classification, he/she shall be compensated at the next higher rate of pay of the higher classification. If such work must be performed in a lower classification, in no case shall the Firefighter be compensated less than his/her regular established rate of pay.

Section B. If a member works out of title for less than a complete work shift, the member will be credit was follows:

1. If a member works less than six (6) hours out of title during a shift, no out of title credit will be received.
2. If a member works six (6) or more hours out of title during a shift, the member shall receive a minimum of twelve (12) hours out of title credit.
3. If a member works twelve (12) or more hours out of title during a shift, the member shall be paid for hours actually worked out of title.

Section C. All fire apparatus will have an officer or acting officer in charge at all times.

Section D. If a line Captain's position is vacant due to promotion, retirement or a catastrophic event, the Lieutenant who is eligible to fill the position will start earning out-of-title credit as soon as the vacancy occurs. In the event of a temporary Captain's position vacancy due to illness or other events (of a short term nature or not listed above), not including vacation or personal leave time, the eligible Lieutenant will start earning out-of-title after thirty days from the Captain's last shift worked.

The Chief has the right, at his sole discretion, to grant out-of-title anytime if he feels it is warranted.

ARTICLE 12 - REGULAR HOURLY RATE OF PAY

In accordance with past practice, the regular hourly rate of pay is the annual salary divided by 2080 hours. The "annual salary" is the sum of salary, longevity pay, educational benefit increase (\$300 or \$600) and five percent or three percent (5% or 3%) paramedic pay, when applicable.

ARTICLE 13 - BULLETIN BOARD

The Association shall have the right to post notices and communications on the bulletin boards situated in an appropriate place at the Fire Bureau, subject to the approval of the Fire Chief as to the contents thereof.

ARTICLE 14 - RELEASE TIME FOR ASSOCIATION BUSINESS

Section A. The City will give release time with pay to Officers and Delegates designated by the Association for Association business, but this shall be limited to a maximum of two (2) Firefighters at any one (1) time; except that for conventions of the International Association of Firefighters which is biannual, and the New York State Firefighters, which is annual, the maximum shall be three (3) Firefighters at any time. The Fire Chief will be notified at least five (5) days prior to such release time requested.

Section B. The City will give release time with pay, not to exceed three (3) representatives at any one time, to those members designated by the Association, to participate as a negotiating committee and/or fire labor management committee to conduct Association business pursuant to the Agreement.

Section C. The City will allow the following for Line of Duty Deaths: The President or Secretary of the Union, Local 729, may request to attend LODD, and receive release time with pay, not to exceed one (1) shift in total, if it is geographically feasible (6 hours or less by car). Due to the short notice, the request does not have to be made five (5) days prior as required under (A) above, but must be made as soon as is practicable for manpower planning.

ARTICLE 15 - GRIEVANCES

Grievances within the Department shall be handled in accordance with the procedures established pursuant to Resolution No. 21 1963, duly adopted by the Binghamton City Council September 23, 1963.

ARTICLE 16 - CONTRACT ADMINISTRATION

In the event of a dispute between the parties to this Agreement involving the interpretation or application of any provisions of this Agreement, either party shall have the right to resolve the dispute in the follow manner:

Section A. The dispute shall be presented within ten (10) calendar days of its occurrence and discussed by the Deputy Commissioner of Public Safety and representatives of the Association. The Section aggrieved shall be spelled out in writing. If these discussions fail to produce a satisfactory agreement within five (5) calendar days, a written record of the dispute shall be made by each party to this Agreement. Such written record shall be forwarded within five (5) calendar days to the Mayor and the President of the Association.

Section B. The Mayor or the Mayor's representative shall discuss the dispute with the representatives of the Association within seven (7) days of receipt of the written record.

Section C.1. If the dispute is not settled within fourteen (14) calendar days, either party may take the dispute to arbitration upon the service of written notice to the other party of intention to do so; said notice shall be served within ten (10) calendar days; otherwise the right of arbitration of such dispute shall be deemed waived.

Section C.2. Within five (5) work days after such written notice of submission to arbitration, the City and the Association will agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association for the selection of an arbitrator.

Section C.3. The selected arbitrator will hear the matter promptly and will issue a decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusion on the issues.

Section C.4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

Section C.5. The decision of the arbitrator shall be final and binding upon all parties.

Section C.6. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the City and the Association.

Section D. Nothing contained herein shall be deemed to alter in any way the grievance procedure adopted by the City pursuant to the provision of the General Municipal Law, with regard to grievances of individual members.

ARTICLE 17 - FIRE LABOR - MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern, including but not limited to questions regarding continuing education and training, productivity and physical fitness, but not to include amendment of this Agreement. This Committee shall be limited to three (3) labor and three (3) management members and shall meet at the request of either party upon reasonable notice to the other party, but not more often than once every month, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

It is agreed that the parties will continue to discuss the implementation of a disciplinary policy and issues pertaining to the process for determining and administering claims under General Municipal Law 207-a, and any agreed upon policy or procedures will be implemented into the Contract by way of a Memorandum of Agreement. A failure to reach agreement on any of these topics will not be considered a breach of this Contract.

ARTICLE 17B - LABOR/MANAGEMENT SAFETY AND HEALTH COMMITTEE

A labor/management safety and health committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern relating directly or indirectly to the safety and health of the members of the Binghamton Fire Department. This committee shall be limited to three (3) labor and three (3) management members who shall meet at the request of either party upon reasonable notice to the other party, unless otherwise mutually agreed upon. Any expenses pursuant to said meetings shall be equally borne by the parties to this Agreement.

ARTICLE 18 - EXECUTION

No amendment or alteration of this Agreement shall be binding, unless it is in writing and signed by the Mayor as authorized by City Council and by two (2) duly authorized representatives of the Association.

ARTICLE 19 - SAVING CLAUSE

This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

ARTICLE 20 - LEGISLATIVE ACTION TAYLOR LAW - 204(A)1

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 21 - TERM OF CONTRACT

This contract shall be effective January 1, 2017, and the expiration date will be December 31, 2020.

ARTICLE 22 - RETROACTIVE CLAUSE

The parties agree that the provisions of this Agreement, unless otherwise expressly stated herein, will be retroactive to January 1, 2017.

ARTICLE 23 - SALARY

Section A. Members will receive the following salaries:

	1/1/2017	7/1/2017	1/1/2018	1/1/2019	7/1/2019	1/1/2020
Deputy Chief	\$88,385	\$89,490	\$91,504	\$92,647	\$93,805	\$93,805
Fire Marshal	\$88,385	\$89,490	\$91,504	\$92,647	\$93,805	\$93,805
Assistant Chief	\$85,272	\$86,338	\$88,280	\$89,384	\$90,501	\$90,501
Fire Training Instructor	\$85,272	\$86,338	\$88,280	\$89,384	\$90,501	\$90,501
Fire Captain	\$78,277	\$79,255	\$81,039	\$82,052	\$83,078	\$83,078
Fire Lieutenant	\$72,837	\$73,748	\$75,407	\$76,350	\$77,304	\$77,304

Firefighter 1 st Grade	\$66,618	\$67,451	\$68,969	\$69,831	\$70,704	\$70,704
Firefighter 49-60 months	\$59,877	\$59,877	\$59,877	\$59,877	\$59,877	\$59,877
Firefighter 37-48 months	\$55,729	\$55,729	\$55,729	\$55,729	\$55,729	\$55,729
Firefighter 24-36 months	\$50,050	\$50,050	\$50,050	\$50,050	\$50,050	\$50,050
Firefighter 12-23 months	\$45,055	\$45,055	\$45,055	\$45,055	\$45,055	\$45,055
Firefighter less than 12 months	\$39,044	\$39,044	\$39,044	\$39,044	\$39,044	\$39,044

Section B. Upgrading of Firefighters is to take effect on their anniversary date. Firefighters who are to receive step increases in 2020 will receive the step increase as scheduled above.

Section C. Employees covered by this Agreement, including 207-a firefighters, shall receive longevity payments of \$900 after eight (8) or more years of continuous service; \$1,700 after fifteen (15) or more years of continuous service; \$2,100 after twenty (20) or more years of continuous service. Longevity payments are not cumulative. Longevity amounts will be added on the anniversary date of the year of service.

Section D. Firefighters hired before 1/1/12 shall be compensated an additional Two Dollars (\$2.00) per hour when assigned to fire ambulance duty. Firefighters assigned to ambulance duty will be limited to two (2) members per shift. This Section shall not apply to ALS personnel who are compensated pursuant to Section F below. Firefighters hired on or after 1/1/12 will not receive this additional compensation.

Section E. Firefighters who voluntarily serve the Bureau of Fire as Emergency Medical Technician Instructors, a maximum of two (2) per group or as Municipal Fire Instructors, maximum of 2 per group shall be compensated at an additional Twenty-seven Dollars and Eight Cents (\$27.08) per pay period (semi-monthly).

Firefighters who voluntarily serve the Bureau of Fire as an SCBA Technician, ALS Technician or Hose Repair Technician shall be compensated at an additional Twenty-Seven Dollars and Eight Cents (\$27.08) per pay period (semi-monthly). There will only be one of each of these positions.

Instructors shall be limited to two (2) members per work group for a total of eight (8) instructors.

Section F. Upon satisfactory completion of the New York State Health Department Paramedics course and receipt of certification, a Firefighter hired before 1/1/12 participating in the ALS Program shall receive an adjustment equal to five percent (5%) of their base salary. In addition, the EMS Coordinator, provided he/she is a paramedic, shall receive an adjustment equal to five percent (5%) of his base salary. This five percent (5%) adjustment for both Firefighters and the EMS Coordinator shall be added to base salary for all purposes including overtime compensation, social security and retirement and paid in semi-monthly installments.

Any Firefighter receiving the benefits under this sub-division, who through permanent promotion or transfer will no longer be able to be assigned to ambulance duty, will cease to receive the five percent (5%) paramedic adjustment.

Any Firefighter receiving the benefits under this sub-division, who through promotion or assignment to the Fire Marshal's Office as a Fire Investigator and temporarily can no longer be assigned to ambulance duty will have his/her paramedic adjustment reduced to three percent (3%) as long as his/her paramedic certification is maintained. If further promotion or assignment returns the individual to a position where the individual is regularly assigned to the ambulance he/she will receive the five percent (5%) paramedic adjustment.

Any Firefighter hired on or after January 1, 2012 will not receive the five percent (5%) salary adjustment.

Section G. Effective September 1, 2013, any paramedic assigned to ambulance duty shall receive an additional Seven Dollars (\$7.00) per hour for each twelve (12) hour shift assigned to ambulance duty in excess of eighteen (18) (twelve (12) hour) shifts per calendar year.

Section H. The members of the Fire Bureau and the City of Binghamton will work toward a goal of an all paramedic department. In that regard, the City will send all employees hired after 1/1/12 for paramedic training and certification within five (5) years of the date of hire, and members hired before 1/1/12 will provide twenty-four (24) months notification, when possible, before departing the ALS program.

If a Firefighter cannot complete the class for any reason and take the test within the five (5) years, the 5 years will be extended accordingly. When the Firefighter is selected for paramedic training, in accordance with Civil Service as a condition of employment with the City of Binghamton and the Fire Department, both parties will fully support the student and they will be afforded the following opportunities to complete training and be certified as a paramedic. If a Firefighter fails the initial test to become a paramedic, he/she will be allowed to immediately reschedule a retake exam. If he/she is not successful, the Firefighter can then take a refresher class and take the test for a third time. If the firefighter is not successful on the third attempt, they will be placed on leave and will use vacation time. They will be allowed to take a fourth and final exam provided it is within 30 days of the third exam. No more attempts to take the class or test will be offered to the member. Regardless of the time parameters provided for in the Civil Service job description, the Firefighter will only be afforded one (1) cycle, as outlined above, to go through the paramedic program to be a paramedic.

ARTICLE 24. OSHA MANDATED EXAMS

All firefighters shall be entitled to applicable OSHA mandated exams and physicals (i.e. both Respirator Fitness exam and Haz-Mat physicals) and the cost of such exams and physicals shall be born by the City. Such exams shall be completed by July 1st of each year.

ARTICLE 25 - MISCELLANEOUS

It is mutually agreed that for purposes of this Agreement, the term Firefighter(s) shall include all members of the Bureau of Fire where applicable. The terms Firefighter(s) and All members of the Bureau of Fire shall not include the Fire Chief, Superintendent of Maintenance or clerical office staff.

ARTICLE 26 - EDUCATIONAL BENEFITS

If the Employer gives prior written approval, then a Firefighter will be reimbursed for courses taken on the employee's own time. A written request for approval shall be made by the Firefighter to the Chief prior to course registration. The Chief shall forward said request to the Mayor with his/her recommendation, if any. Tuition payments by the employer will not be made in excess of Six Thousand Dollars (\$6,000) per year effective 1/1/2017, Seven Thousand Dollars (\$7,000) per year effective 1/1/2018, and Eight Thousand Dollars (\$8,000) per year effective 1/1/2019. Courses eligible for reimbursement under this Article shall be limited only to courses necessary for the Firefighter to fulfill the necessary course work for an Associates' Degree in Fire Science, a Bachelors' Degree in Fire Science or the Paramedic Program.

All members who currently hold a two-year (Associate) degree in Fire Science, or the Paramedic Program from a State accredited institution shall have their annual salary increased by Three Hundred Dollars (\$300.00). Any members who obtain such degree shall receive the aforesaid increase.

All members who currently hold a fire related Bachelors' Degree from a State accredited institution shall have their annual salary increased by Six Hundred Dollars (\$600.00). Any members who obtain such degree shall receive the aforesaid increase.

Upon satisfactory completion of the New York State Health Department Paramedic course and receipt of certification, the Firefighter will receive a one time stipend in lieu of overtime of Three Thousand Dollars (\$3,000.00). Paramedic students will continue to be required to report to work during the active school year as currently administered.

ARTICLE 27 - NOTIFICATION OF INJURY OR SICKNESS FOR GENERAL MUNICIPAL LAW SECTION 207-a CLAIMS AND PROCEDURE SUBSEQUENT TO INITIAL DETERMINATIONS BY THE CITY.

Section A. Notification of injuries or sickness for claims under General Municipal Law Section 207-a shall be considered satisfactory if notification is given consistent with notification of accident and claims under the New York State Workers' Compensation Law.

Section B. REVIEW OF INITIAL DETERMINATIONS OF THE CITY WITH RESPECT TO GENERAL MUNICIPAL LAW SECTION 207-a

The City of Binghamton will make all initial determinations under General Municipal Law Section 207-a including whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties; the providing of medical, surgical or other treatment; whether the Firefighter is able to perform his/her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his/her status as a Firefighter; and whether a Firefighter shall forfeit his/her entitlement to payments pursuant to General Municipal Law Section 207-a for engaging in any employment other than as provided for by the statute.

Subsequent to the City's initial determination under the statute as to whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties, should the Firefighter disagree with the City's determination, the dispute related thereto will be submitted to final and binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association by service of a written Notice of Intention to demand arbitration served by Certified or Registered Mail within thirty (30) days of the initial determination disagreed with. The parties will then be bound by the Rules and Procedures of the American Arbitration Association for selection of an arbitrator and for further procedures.

Determinations, other than the initial determination as to whether a Firefighter was injured in the performance of duties or taken sick as a result of the performance of duties, including determinations as to the providing of medical, surgical or other treatment; whether the Firefighter is able to perform his/her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his/her status as a Firefighter; and whether a Firefighter shall forfeit his/her entitlement to payments pursuant to General Municipal Law Section 207-a for engaging in any employment other than as provided for in the statute and disputes and disagreements with respect to said determinations will be resolved in accordance with the current City procedure using an impartial hearing officer appointed by or on behalf of the Mayor, with disputes and disagreements related to the hearing officer's determination on such matters resolved in accordance with Article 78 of the CPLR.

ARTICLE 28 - RETIREMENT INCENTIVE

All members who retire within one (1) year after initially becoming eligible for retirement will receive a payment of Two Thousand Five Hundred Dollars (\$2,500.00). Any Firefighter granted either an accidental disability retirement or performance of duty disability retirement pursuant to Section 363-a and/or Section 363-c of the Retirement and Social Security Law shall be entitled to the payment of Five Hundred Dollars (\$500.00) for each year in service or fraction thereof up to the maximum payment of Two Thousand Five Hundred Dollars (\$2,500.00).

ARTICLE 29 - HEALTH INSURANCE BONUS

Members who are eligible for family coverage with the City and choose not to carry the coverage with the City, but elect to carry the coverage through their spouse's plan, the military or the member's other employer (i.e., electrical union), will receive a minimum of Two Thousand Six

Hundred Dollars (\$2,600), per the schedule below. In order to be eligible for this payment, the member is required to provide proof to the City they are covered under their spouse's coverage, military coverage or another employer of the member. Effective with Firefighters hired on or after 1/1/2017, members eligible for single coverage who opt out are not eligible for a health insurance bonus.

Effective January 1, 2017 and every three (3) months thereafter (April 1st, July 1st and October 1st) the amount of the cash "payout" will be adjusted pursuant to the following schedule:

<u>Instead of Health Insurance Coverage</u>	<u>Electing the "Payout"</u>
1-19 Unit Members	\$2,600
20 Unit Members	\$2,700
22 Unit Members	\$2,800
24 Unit Members	\$2,900
26 Unit Members	\$3,000
28 Unit Members	\$3,100
30 Unit Members	\$3,200
32 Unit Members	\$3,300
34 Unit Members	\$3,400
36 Unit Members	\$3,500
38 Unit Members	\$3,600
40 or More Unit Members	\$3,700

Conversely, should the number of unit members electing the payout amount decrease from one quarterly period to the next, the payout amount for all unit members shall be decreased in accordance with the above schedule (but not below \$2,600). Any employee wishing to opt for this payment in lieu of health insurance must complete all required paperwork and turn such required paperwork into the Insurance Section of the Comptroller's Office by the 15th of the month prior to the initial month that the payment in lieu of health insurance will become effective for that employee.

Employees shall receive the above payments in equal semi-monthly payments.

However, any member who opts to receive this payment in lieu of health insurance and who subsequently loses their required alternative health insurance must re-enter the City insurance plan as of the 1st of the month following written notice to, and signup at, the Insurance Section in the Comptroller's Office. The payment in lieu of health insurance will cease as of the 1st pay period of the month in which the City insurance plan resumes.

ARTICLE 30 – DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy annexed as Exhibit “A” to the Agreement is applicable to all members of this bargaining unit as well as the Chief of the Bureau.

ARTICLE 31 - RESPIRATORY POLICY

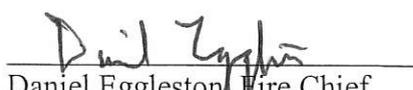
The Respiratory Policy to the Agreement is annexed as Exhibit "B".

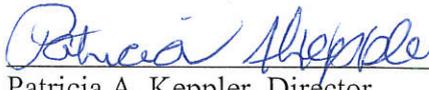
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

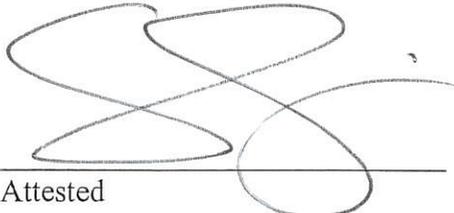
CITY OF BINGHAMTON

Date: August 11, 2010

By: 
Richard David, Mayor

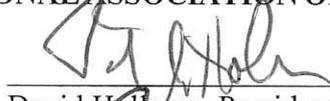
By: 
Daniel Eggleston, Fire Chief

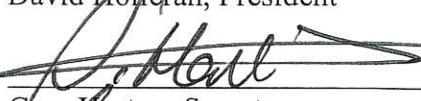
By: 
Patricia A. Kepler, Director
of Personnel & Safety

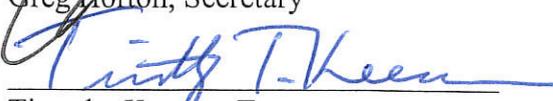


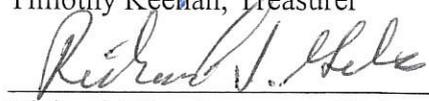
Attested

**BINGHAMTON FIREFIGHTERS LOCAL 729
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

By: 
David Holleran, President

By: 
Greg Horton, Secretary

By: 
Timothy Keenan, Treasurer

By: 
Richard Giles, Insurance Chairman

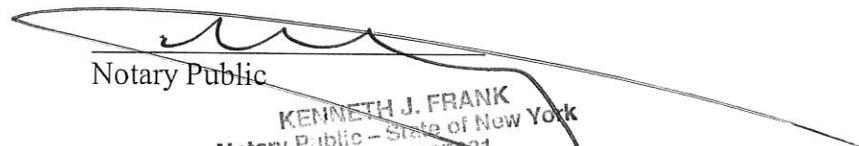
Approved as to form



Kenneth J. Frank, Esq.
Corporation Counsel

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

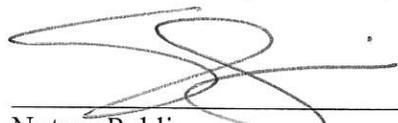
On this 17th day of August, 2020, before me the undersigned personally appeared **RICHARD DAVID**, who being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the above instrument; that he knows the seal of said City; and that the seal affixed to this instrument is such corporate seal and that it was so affixed by order of the Council of said City; and that he signed his name thereto by like order.


Notary Public
KENNETH J. FRANK
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2022

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

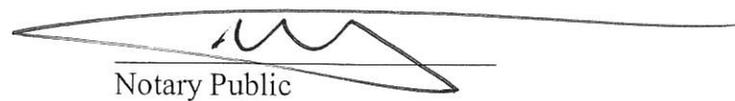
On this 3RD day of AUGUST, 2020, before me personally appeared **DANIEL EGGLESTON**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Fire Chief of the Binghamton City Fire Department, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

SHARON ANNE SORKIN
Notary Public - State of New York
No. 02SO6351600
Qualified in Broome County
Commission Expires December 5, 2020


Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 3RD day of August, 2020, before me personally appeared **PATRICIA A. KEPPLER**, to me personally known who, being by me duly sworn did depose and say that she resides in Binghamton, New York; that she is the Director of Personnel & Safety of the City of Binghamton, the municipal corporation named in and which executed the above Instrument, that she knows the seal of said City; that the seal affixed to said Instrument is such corporate seal; and that she signed her name thereto by like order.


Notary Public
KENNETH J. FRANK
Notary Public - State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2022

Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 7TH day of AVGUST, 2020, before me personally appeared **DAVID HOLLERAN**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the President of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

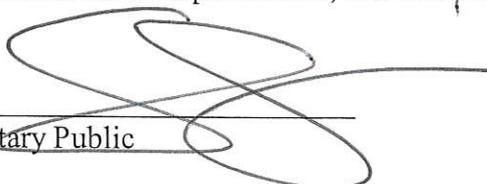
SHARON ANNE SORKIN
Notary Public - State of New York
No. 02SO6351600
Qualified in Broome County
Commission Expires December 5, 2020
STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :



Notary Public

On this 4TH day of AVG, 2020, before me personally appeared **GREG HORTON**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Secretary of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

SHARON ANNE SORKIN
Notary Public - State of New York
No. 02SO6351600
Qualified in Broome County
Commission Expires December 5, 2020

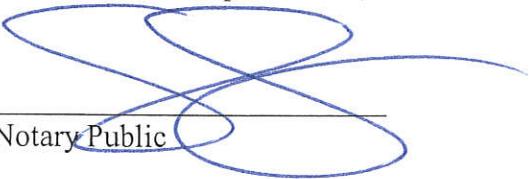


Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 7th day of Aug, 2020, before me personally appeared **TIMOTHY KEENAN**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Treasurer of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.

SHARON ANNE SORKIN
Notary Public – State of New York
No. 02SO6351600
Qualified in Broome County
Commission Expires December 5, 2020



Notary Public

STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :

On this 3rd day of Aug, 2020, before me personally appeared **RICHARD GILES**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Insurance Chairman of the Binghamton Firefighters Local 729, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; and that he signed his name thereto by like order.



Notary Public
KENNETH J. FRANK
Notary Public – State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2022



Legislative Branch

RL Number:
20-171
Date Submitted:
8/13/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Trish Keppler

Title/Department: Personnel

Contact Information: _____

RL Information

Proposed Title: One year contract extension for CSEA contract with Zero increase and
no other changes

Suggested Content: Approve CSEA CBA for 1/1/2021-12/31/2021

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input checked="" type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

2018 - 2021

COLLECTIVE BARGAINING AGREEMENT by and between the

CITY OF BINGHAMTON

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

AFSCME, LOCAL 1000, AFL-CIO,

by the

CITY OF BINGHAMTON UNIT 6151

Of the

BROOME COUNTY LOCAL 804

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This is an AGREEMENT entered into by and between the City of Binghamton and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., AFSCME Local 1000, AFL-CIO, by the City of Binghamton Unit 6151 of the Broome County Local 804, under Article 14 of the Public Employees Fair Employment Act.

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the CSEA.

The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the CSEA encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - Recognition

Section 1. The City of Binghamton hereinafter referred to as City. recognizes the "Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO by the City of Binghamton Unit 6151 of the Broome County Local 804, referred to as the CSEA, as the sole and exclusive representative for the purpose of collective bargaining and grievances for all employees, identified by job titles in Exhibit "A" annexed hereto and made a part hereof, excluding temporary, temporary summer and part-time employees. A temporary employee having the capacity to and being employed for more than 90 consecutive days shall be represented by the CSEA and shall be entitled to all rights and benefits under this contract accruing prospectively as of the 91st day of employment.

Section 2. Those temporary employees still in the employment of the employer at the time of the signing of the 1982-1983 contract shall have those rights set forth and pursuant to Article I of the 1981 Contract.

Section 3. Any changes in existing titles to (Exhibit A) or the addition or deletion of titles (Exhibit A) shall be negotiated between the City and the CSEA. Any disagreements between the parties on the matter of the inclusion or exclusion of titles from the bargaining unit shall be submitted to PERB for final determination. The CSEA shall maintain and continue representation of any title represented under the 1981 Agreement that was changed by the Civil Service Reclassification Survey. Any reactivation of those titles listed in (Exhibit C) shall be afforded representation to the CSEA.

Section 4.

a. In order to effectively implement Article 1, Section 3 of the Collective Bargaining

Agreement between the City and the CSEA, the City agrees to provide 45 days written notice to the CSEA prior to filling such positions so that the issue of representation may be addressed as provided therein.

b. The CSEA agrees to demand negotiations over such position changes for purpose of representation within 15 days of the receipt of said notice should it deem any such position is possibly subject to inclusion within the CSEA unit.

c. In the event the parties are unable to agree if the matter in dispute involves the creation of a new position, the allocation of a position to an existing classification or the retitling of an existing classification, then and in such event, such determination shall be made by the Binghamton Civil Service Commission and the City and the CSEA agree to abide by such a determination. If the matter is submitted to the Binghamton Civil Service Commission for determination as aforesaid, it is understood and agreed that the sole duty of the Binghamton Civil Service Commission shall be to advise whether a position is a new position, the allocation of a position to an existing classification or re-titling of an existing classification and the Binghamton Civil Service Commission shall not exercise or in any way have any role in the decisional process or determination as to whether or not the CSEA will represent any such positions. Further, the CSEA and the City agree that nothing herein contained shall be construed to in any way limit, restrict or deny the CSEA of its right to make an application to PERB for representation rights, unit clarification or unit placement concerning any such new positions as in the statutes and/or rules made and provided.

d. The right to create new positions and establish salary grades for such new positions is a right vested in the City. In the event that the CSEA believes that a new salary grade is disproportionate to salary levels or positions requiring comparable training and experience which are set forth in the Collective Bargaining Agreement, the City agrees to meet with the CSEA for the purpose of discussing said salary and the CSEA position concerning said salary.

e. Pursuant to Article 18-a of the Agreement, the City reaffirms that any position change that merely redescribes an existing represented position shall receive the salary provided for under the collective bargaining agreement.

ARTICLE 2 - Dues Check-Off/Agency Fee

Section 1. The City agrees to withhold CSEA membership dues from the pay of each member of the unit who authorizes said withholding in writing to the Comptroller.

Section 2. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc. Capitol Station, Box 7125 Albany, New York 12224 on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224. The City shall provide to CSEA, each payroll period, a list itemizing the deductions of each employee.

The CSEA will establish and maintain a procedure providing for the refund to any

employee demanding the return of any part of any agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment. The CSEA and all bargaining unit members waive any claim against the City for deductions that in good faith are made or not honored as the case may be. It is expressly agreed and understood that the agency fee provisions stated above shall continue unless amended by express written agreement of both the City and CSEA through collective negotiations for a successor agreement. This understanding is intended to supersede and take precedence over Article 28- Continuation Clause of this Agreement and any general principles of contract law or any statutes concerning carry-over including, but not limited to Chapter 868 of the Laws of 1982.

Section 3. The amount of said CSEA dues shall be the amount certified in writing by the elected officers of the CSEA to the Comptroller. The amount to be withheld shall be a fixed amount per pay period per employee and shall not fluctuate with hours worked or any other variable function.

Section 4. Said agency fee will not be applied retroactively to temporary employees who become eligible for representation pursuant to Article 1, Section 1.

Section 5. The CSEA agrees to indemnify and hold harmless the City from any cause of action, claim loss, or damages incurred as a result of this section. The CSEA shall not hold the City liable for any claimed loss or reimbursement by its members for monies received by the CSEA. The City or any of its officers and employees shall not be liable for any reasonable delay in carrying out such deductions.

ARTICLE 3 - Workday, Work Week and Overtime

Section 1. The regular work week for all employees represented by the CSEA other than forty (40) hour per week positions shall be thirty-five (35) hours consisting of five (5) consecutive workdays of seven (7) hours per day, Monday through Friday, except as herein otherwise provided. Forty (40) hour per week positions shall consist of five (5) consecutive workdays of eight (8) hours per day, Monday through Friday, except as herein provided. Forty (40) hour positions are set forth in Exhibit B annexed hereto and made a part hereof. The Senior Clerk/Meter Checker or renamed position in the Traffic Violations Bureau shall work a flexible schedule as the needs of the department dictate.

Section 2. Time worked in excess of (35) thirty-five hours per week, or in excess of seven (7) hours in any one day, approved by the Department/Division Head, shall be compensated for at one and one-half times the employee's hourly rate of pay or equivalent compensatory time. An employee's hourly rate shall be calculated by dividing their annual salary by 2080 for CSEA 40-hour employees and by 1820 for CSEA 35-hour employees. Employees shall be compensated one and one-half times the employee's hourly rate of pay for each hour worked on Saturday, Sunday, or a holiday where the normal work week of the employee does not include Saturday or Sunday. Forty (40) hour positions shall not be paid overtime until work hours exceed eight (8) in any one day or forty (40) in any week. All such time, approved by the Department/Division Head shall be compensated for at one and one-half times the employee's hourly rate or by equivalent compensatory time. Employees shall give the Department/Division Head at least 24 hours advance notice when requesting use of compensatory time. Compensatory time shall be granted by December 31st of the year in which earned or payment in lieu thereof shall be made

with the salary check for the second pay date during January of the following year. Compensatory time shall only be cashed out if the Department/Division Head does not allow the employee to utilize the compensatory time during the calendar year. There shall be no change of an employee's work schedule solely for the purpose of avoiding the payment for overtime work.

Section 3. Any unit employee called in for emergency work will be guaranteed a minimum of one (1) hour payment at the employee's overtime hourly rate of pay. Should the employee's work responsibilities in an emergency exceed one hour, the employee will be paid for all time worked at the employee's overtime rate of pay. If the employee reports to the emergency within one-half hour of the time called, they shall be paid from the time called.

Section 4. Time spent by code inspectors receiving telephone complaints at home and outside of normal work hours shall be considered time worked and compensated accordingly. However, each code inspector shall be responsible to document the date, time, and duration of call, the complainant and the nature of the complaint in accordance with departmental procedures.

ARTICLE 4 - Holidays

Section 1. All employees covered by this Agreement shall receive paid holidays as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (full day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2. If a paid holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a paid holiday falls on a Saturday, then the preceding Friday may be declared a paid holiday by the Mayor, or in lieu thereof, said employees shall receive one (1) day off with pay, the scheduling of which shall be subject to the approval of the Department Head. Holiday schedules for the following year will be provided to employees in the benefits package they receive in the fall of each year.

ARTICLE 5 - Annual Leave, Personal Leave and Sick Leave

Section 1. Annual Leave

a. Each employee represented by the CSEA shall be eligible for Annual Leave pursuant to the Plan set forth in Section 2-183 of the Code of Ordinances of the City except as modified herein. Further, employees shall give five (5) business days notice to their Department/Division Head to use such annual leave, except in extenuating circumstances. All use of annual leave shall be subject to the approval of the Department/Division Head, but such approval shall not be unreasonably withheld. Annual leave days may be taken in either full or half day increments.

b. Employees shall earn and accumulate annual leave credits at the rate of one-half (1/2) day per bi-weekly pay date. Any employee shall not earn annual leave credit for any bi-weekly pay date unless he is in full pay status for at least seventy percent (70%) of the work days covered by such bi-weekly pay date.

c. Employees shall earn and be credited with additional annual leave in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Additional Annual Leave Days</u>
1	1
2	2
3	3
4	4
5	5
6	6
7 – 19	7
20 - 24	10
25 or more	12

d. As of January first of each year, the total additional annual leave credits, based upon the above schedule shall be credited to each employee's annual leave record. During any current year, the employee shall be credited with the one additional leave day on the anniversary date of his employment with the City.

e. Employees who have 10 years of service with the City of Binghamton shall be credited on January 1 with their entire annual leave entitlement and shall not be required to earn same throughout the year.

f. In the event an employee is separated from service with the City, compensation shall be granted for any and all unused annual leave credits earned up to the last day of employment.

g. Employees may be advanced any unearned, current year annual leave credits, upon written approval of the department head; provided, however, that such employee who has been granted such advance returns to his city service and completes the current year's service. In the

event the employee who has been advanced any annual leave days as provided herein, terminates his service prior to the end of the current year in which such advance was made, a deduction for any unearned annual leave days which had been advanced to the employee, shall be made from the final payment due the employee by the City.

h. Employees shall be allowed to hold over until June 30th of the following year, inclusively a maximum of five (5) days annual leave time, at the discretion of the department head. Requests for such a holdover shall be forwarded to the department head no later than November 15 of the year prior to the holdover.

Section 2. Personal Leave

Each employee shall be eligible for five (5) personal leave days per year. These days shall be prorated for those employees less than one (1) year. Requests for such leave shall be made at least twenty-four (24) hours in advance except in cases of emergency. Personal leave shall not be cumulative and must be used within the calendar year. Personal leave days may be taken in either full or half day increments..

If an employee leaves employment with the City prior to one year of service, PL time is pro-rated and if it was advanced and used, it will be deducted from the employee's final paycheck.

Section 3. Sick Leave

a. Regulations for sick days and sick leave as stated in Civil Service Law, Section 134 and the rules of the Civil Service Commission, Section 6 and Section 2 through 7 of the City of Binghamton Ordinance dated December 18, 1944 entitled, "An Ordinance Providing for Vacations and Sick Leaves for City Employees", shall govern this Agreement for all job titles listed in Exhibits A and B. Selected sections of said plan are set forth below.

b. Accumulation. Each employee shall in case of sickness or disability except for which worker's compensation is paid, be granted a sick leave with pay not to exceed one day for each month employed in said city service. Such sick leave shall be cumulative.

c. Crediting and Deduction of Sick Leave. All sick leave earned shall be credited and all sick leave taken shall be deducted from such employee's accumulated credit at the end of each month.

d. Procedure - Physician's Certificate. Sick leave shall be granted only upon application to the department head and in case such sickness is for a period of more than three (3) consecutive days, or, in case periods of less than three (3) days exceed twelve (12) days in any one year, must be accompanied by a certificate from the attending physician. The department head may, in any other case, require such certificate.

e. Effective January 1, 2006, employees leaving City employment under honorable circumstances, including death, with at least ten (10) years of continuous employment shall be eligible for a payment equivalent to two-thirds (2/3) of said employee's accumulated and unused sick leave up to a maximum of one hundred and fifty (150) days (i.e. an employee with 150 days of sick leave at time of retirement shall receive a payment of one hundred (100) days). For purposes of this subdivision the term "continuous employment" shall be defined as uninterrupted

service with the City except upon duly authorized and approved leave as provided by local Civil Service Rules and Regulations, the Civil Service Law, the Military Law and/or applicable collective bargaining agreements. This payment shall be at the employee's last daily rate of pay and shall be paid to the employee within thirty (30) days of retirement or notification of the employee's death. In cases of a notification of death, the primary beneficiary, as designated by the employee to the City of Binghamton Civil Service Office, will receive the payment from the City within thirty (30) days of notification to the City of the employee's death.

f. Any employee shall earn but not be eligible for paid sick leave during the first six months of initial City employment. Employees who have less than six months service who are ill shall be allowed unpaid time off subject to the same rules and regulations governing paid sick leave.

g. Any employee who has a scheduled medical appointment, including elective surgery, must notify their department head as soon as possible upon scheduling of the medical appointment and/or surgery. Failure to give the department head reasonable notice of such a scheduled medical appointment and/or surgery, except in cases of a documented emergency, may be grounds to deny the use of sick leave.

h. Employees in this bargaining unit may use up to a total of five (5) accumulated sick leave days annually due to illness of the employee's spouse or dependent children. "Spouse" shall mean a person to whom the employee is married within the laws of New York State. "Dependent children" shall mean a person eligible to be claimed by the employee for the purposes of federal income tax filing.

Section 4. National Holidays

In the event that a national holiday is declared and observed while an employee is on annual leave, sick leave, or personal leave, said day of observance will not be counted in the number of days of annual leave, sick leave, or personal leave used by the employee.

Section 5. Family Medical Leave Usage

All members of this bargaining unit may use paid leave time for FMLA covered events. An employee's rights to utilize paid leave time under this section are not diminished or limited by Article 5, Section 3. h. above.

ARTICLE 6 - Pensions, Health, and Disability Insurance

Section 1. Pensions

The City will continue, for all employees covered by this Agreement, the New York State Employee's Retirement Plan, as modified by New York State Law, to which all present members of this bargaining unit currently belong.

Section 2. Health Insurance

a. The City will provide all employees covered by this agreement, (see below for employees hired after 2/8/10), the Blue Cross/Blue Shield of Central New York Classic Blue Regionwide

Plan; and the Blue Cross/Blue Shield of Central New York Dental Program Basic Coverage Schedule of Allowances Schedule A; and the Supplemental Basic Benefits Rider Schedule of Allowances Schedule A; and the Periodontics Benefits Rider Schedule A; and the Orthodontic Benefits Rider Schedule A; and the Blue Cross/Blue Shield Vision Expense Schedule -of Allowances Schedule A.

b. For all current members of this bargaining unit, the following health insurance payment schedule applies:

Effective 1/1/18 through 12/31/18 the employee's contributions to the Classic Blue plan will be 18% and the City's contribution will be 82%. For the PPO the employee will pay 16% and the City's contribution to health insurance premiums will be 84%.

Effective 1/1/19 through 12/31/19 the employee's contributions to the Classic Blue plan will be 19% and the city's contribution to health insurance premiums shall be 81%. Employees on the PPO plan will contribute at 17% and the city's contribution to health insurance premiums will be 83%.

Effective 1/1/2020 through 12/31/2021 the employee's contributions to the Classic Blue plan will be 20% and the City's contribution to health insurance premiums shall be 80%. Employees on the PPO will contribute 18% and the City's contribution will be 82%.

Employees hired after 2/8/10 who elect to have health insurance coverage with the City, will be covered under the Blue Cross/Blue Shield PPO B health insurance.

All CSEA members may choose to participate in the City HSA insurance plan. Employees in this plan will pay the following percentages on the premium:

From 1/1/2018 through 12/31/19 the employee's contribution will be 15% and the City will contribute 85%.

Effective 1/1/2020, the employee's contribution will be 16% and the City will contribute 84%.

Effective 1/1/2021, the employee's contribution will be 16% and the City will contribute 84%.

The employee shall be responsible for the entire difference between the City's contribution and the full cost of said premiums.

c. The annual deductibles under the major medical portion of the Blue Cross/Blue Shield Classic Blue Regionwide plan shall be \$100.00 per individual and \$300.00 per family with an annual stop-loss maximum of \$3,000.00.

d. The City shall have the right to change to another health insurance carrier, or to self-insure the health plan, provided that the coverage and plan benefits are equal to, or better than, that provided by the Blue Cross/Blue Shield Classic Blue Regionwide Plan.

e. If an employee is eligible through his or her spouse's insurance and they elect not to be insured by the City, they will be paid \$2,600 annually for family coverage. Proof of such designated health insurance plan will be required. This payment will not be included to calculate any salary increase negotiated between the parties.

Effective January 1, 2007 and every three (3) months thereafter (April 1st, July 1st and October 1st), should the number of unit members increase from the current total of 18 unit members choosing to take this \$2,600 annual cash "pay-out", then the amount of the cash "pay-out" will be increased pursuant to the following schedule:

- 20 unit members taking the cash "pay-out" instead of health insurance coverage = \$2,700.00 per employee electing the "pay-out";
- 22 unit members taking the cash "pay-out" instead of health insurance coverage = \$2,800.00 per employee electing the "pay-out";
- 24 unit members taking the cash "pay-out" instead of health insurance coverage = \$2,900.00 per employee electing the "pay-out";
- 26 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,000.00 per employee electing the "pay-out";
- 28 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,100.00 per employee electing the "pay-out";
- 30 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,200.00 per employee electing the "pay-out";
- 32 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,300.00 per employee electing the "pay-out";
- 34 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,400.00 per employee electing the "pay-out";
- 36 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,500.00 per employee electing the "pay-out";
- 38 unit members taking the cash "pay-out" instead of health insurance coverage = \$3,600.00 per employee electing the "pay-out";
- 40 or more unit members taking the cash "pay-out" instead of health insurance coverage = \$3,700.00 per employee electing the "pay-out".

Conversely, should the number of unit members decrease from one quarterly period to the next, the "pay-out" amount for all unit members shall be decreased in accordance with the above schedule (but not below \$2,600.00). Any employee wishing to opt for this payment in lieu of health insurance must complete all required paperwork and turn such required paperwork into the Insurance Section of the Comptroller's Office by the 15th of the month prior to the initial month that the payment in lieu of health insurance will become effective for that employee.

However, any employee who opts to receive this payment in lieu of health insurance and who subsequently loses their required alternative health insurance must re-enter the City insurance plan as of the 1st of the month following written notice to, and sign up at, the Insurance Section in the Comptroller's Office. The payment in lieu of health insurance will cease as of the 1st pay period of the month in which the City insurance plan resumes.

f. The parties further agree to meet in good faith and discuss health insurance programs or benefits at the request of either party during the term of the agreement.

g. Effective January 1, 2007, all current members of this bargaining unit must have ten (10) years of service with the City in order to qualify for continued health insurance coverage at time of retirement. All members of this bargaining unit hired on or after January 1, 2007 must have twenty (20) years of service with the City in order to qualify for continued health insurance coverage at time of retirement. All retired employees from this bargaining unit

shall continue to make the required contribution toward health insurance premiums in accordance with applicable City Council ordinance.

Section 3. Disability Insurance

The City shall provide to each employee covered by this agreement disability insurance benefits in such amounts as shall be required by the laws of the State of New York, as amended. The employee's share of the premium, as required by statute, shall be collected through a payroll deduction.

ARTICLE 7 - Grievance Procedures

Section 1. Grievance Steps

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled utilizing the following steps:

Step 1.

Within fifteen (15) working days of the event that gave rise to the grievance or dispute the CSEA representative shall submit the matter on a grievance form to the Department/Division Head. Said Department/Division Head shall meet with the authorized CSEA representative, and the aggrieved employee (if the employee desires to be present), to discuss the grievance or dispute with 5 work days of receipt of the form by the Department/Division Head. Said grievance or dispute form shall specify the section(s) and subsection(s) of the contract, if any, which form the basis of the grievance or dispute and shall include the names of the individuals involved if applicable, the approximate time and place where the acts which gave rise to the grievance or dispute arose, and the nature of the acts which gave rise to the grievance or dispute, unless a policy grievance or dispute is involved. The Department/Division Head shall respond to the grievance in writing with 7 workdays from the meeting date.

Where a policy grievance or dispute is involved, the attendance of any particular employee shall not be required. A policy grievance or dispute is defined as a matter which affects any group of employees in the bargaining unit and not specifically any one employee.

Step 2.

If the grievance or dispute is not resolved in Step 1, it shall then be submitted by the CSEA president or any pre-designated officer of the CSEA to the Employer for action under Step 2 with five (5) working days of the Department/Division Head's answer to CSEA. The employer's designee for receipt of said Step 2 demand shall be the Corporation Counsel. A meeting between two representatives of the CSEA, the employee and up to two representatives of the Employer will be held to discuss the grievance or dispute with ten (10) workdays from the date a written request for the same is presented to the Employer. The Employer shall answer in writing within ten (10) working days from the date of the Step 2 meeting.

Step 3.

- a. If the grievance or dispute has not been resolved at Step 2, either party may apply for arbitration within twenty-one (21) workdays from the date the CSEA receives a written answer to the grievance or dispute. Such party shall request PERB to provide a list of arbitrators in accordance with PERB Rules of Procedure.
- b. The decision of said arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said arbitrator shall be shared equally by the Employer and the CSEA except as hereinafter provided in subdivision (d).
- c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.

Section 2. General Grievance Rules

- a. The aggrieved employee and the CSEA shall be notified in advance of the time and place of the meeting for any grievance Step and said employee shall be permitted to attend said meeting.
- b. The CSEA representative and said employee may meet at a place designated by the Employer on the premises of the Employer immediately preceding said meeting.
- c. With the prior approval of the Department Head, the unit president, or his representative, shall be allowed reasonable time off from his job, without loss of time or pay, to investigate a grievance that he is to discuss with the Employer, and such approval shall not be unreasonably withheld.
- d. The aggrieved employee shall have the right to remain silent at any meeting under this procedure.
- e. The time limits in the grievance procedure may be extended by mutual agreement in writing. Any such request for an extension shall not be unreasonably withheld.
- f. Any step of the grievance procedure may be by passed by mutual agreement in writing.
- g. In the event the CSEA fails to comply with the limitation of time set forth in this grievance procedure, the grievance shall be resolved in favor of the City. In the event the City fails to comply with the limitations of time set forth in this grievance procedure, the grievance shall be resolved in favor of the CSEA.

ARTICLE 8 - Discharge and Discipline

Section 1. Disciplinary action or measures shall include only the following:

- a. Written reprimand
- b. Cash fine
- c. Suspension (notice to be given in writing).

- d. Demotion in grade or title.
- e. Discharge.

Section 2. No employee shall be disciplined or discharged without just cause.

Section 3. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee in the presence of other employees or the public.

Section 4. Any disciplinary actions or measures imposed upon an employee shall be processed as a grievance but shall commence at the second step of the grievance procedure and shall be continued through the arbitration step, if deemed necessary by either party.

Section 5. In cases where disciplinary action is meted out by the Employer, and a grievance is filed at Step 2, then the Employer's answer shall be submitted within fifteen (15) working days from the receipt of said grievance. If the grievance is not resolved at Step 2, then either party may immediately notify PERB to request arbitration and the parties will select an arbitrator within five (5) working days of the receipt of a list of arbitrators from PERB. Both parties agree to arbitrate said grievance at the earliest time the appointed arbitrator is available. The arbitrator will then render a decision as expeditiously as possible, but no later than thirty days after the completion of the hearing.

Section 6. Prior to any disciplinary action taken by the City, the employee and the CSEA Unit President or designated officer of CSEA shall be notified in writing of the disciplinary action to be taken and the reasons why, including the time, date and place of the alleged incident which brought about said action. Said notice shall be within fifteen (15) working days from the event or receipt of knowledge of the event that gave rise to the suspension or discharge.

Section 7. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

Section 8. Any employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.

Section 9. All hearings and arbitration procedures shall be held in private unless otherwise mutually agreed upon by the CSEA and the Employer.

Section 10. Whenever the Employer makes an entry in the employee's personnel record with regard to evaluating the performance of such employee, the employee shall be advised of the contents of such entry.

Section 11. Temporary employees represented by the CSEA pursuant to the Recognition Clause shall possess no vested rights to continued employment from and after the termination date of appointment from which they are hired or upon the return of the incumbent permanent employee except as provided for in Article I.

Section 12. In the event that the City of Binghamton brings formal disciplinary charges against any member of this bargaining unit as the result of alleged criminal activity that is being investigated by a law enforcement agency including a district attorney's office, the City will not

be obligated to provide any information and/or documents provided by the law enforcement agency or district attorney's office to the City and requested by the CSEA when the release of such information and/or documents would jeopardize the integrity of an ongoing investigation. The City agrees that it will provide, upon request from the CSEA, all documents that are deemed customarily available under the Taylor Act. Such documents shall include, but are not limited to, employee time records, overtime records, attendance sheets, vehicle logs, work project inspection reports, etc. However, should the law enforcement agency or the district attorney's office release information and/or document to the employee's legal counsel and the City either during, or at the conclusion of, the investigation, the City agrees to provide the CSEA, within ten (10) working days, the information and/or documents released. The City and the CSEA agree that either party may request to extend the time limits under the contractual grievance procedure to allow the requesting party ample opportunity to collect relevant evidence, witnesses, etc. in order to present its case. Such request to extend time limits shall not be unreasonably denied by the other party. Finally, the CSEA reserves its right to challenge any instance where it believes that the City is unreasonably withholding relevant requested information and/or documents with through the state courts or by the filing of an improper practice charge with the New York State Public Employment Relations Board.

ARTICLE 9 - Reciprocal Rights

The Employer recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement. Such employee representatives shall also be permitted to appear at public hearings before the City Council upon the request of the employees.

Section 1. The Employer shall so administer its obligations under this Agreement in a manner that will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the contents of such notices and communications by the Department Head or his designee. The officers and/or designated committee of the CSEA shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Section 3. Employees who are designated or elected for the purposes of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to investigate grievances or disputes, subject to the Department Head's discretion.

Section 4. The CSEA recognizes among other things that the management of the City of Binghamton, the assignment and supervision of its employees, the determination of the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote, transfer, and abolish positions are rights vested in the City of Binghamton.

The City of Binghamton recognizes the right of the employees covered by this Agreement

to be represented by the CSEA, or its duly designated representatives to negotiate collectively with the City in the determination of the terms and conditions of employment and the administration of grievances arising thereunder.

Section 5. A labor-management advisory committee is hereby established by virtue of this agreement. Meetings of said committee for important matters will be arranged between the CSEA and the Employer, or its designated representatives, upon the request of either party. Such meetings shall be attended by not more than three (3) representatives as selected by the Employer and not more than three (3) representatives as selected by the CSEA. Arrangements for such special conferences shall be made in advance and they shall be held at reasonable hours agreed upon between the parties. The members of the CSEA shall not lose time or pay for time spent in such special conferences. The CSEA representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer regarding the matter. During the term of this agreement, the parties agree to meet pursuant to this paragraph in a timely manner regarding the following matters:

Performance Appraisal/Evaluation System
Training (particularly in computer skills)
City Wellness & Exercise Program

ARTICLE 10 - Strikes

The CSEA hereby affirms that it will not assert the right to strike against any government or public employer or to impose any obligation to conduct, assist or participate in such a strike.

ARTICLE 11 - Leaves of Absence

A leave of absence without pay may be granted to an employee by the appointing officer in accordance with Rule XIX of the Civil Service Rules of the City of Binghamton. The City agrees to provide, upon request, to any employee all necessary guidelines, application and information for both the Family Medical Leave Act and the American's with Disabilities Act. Assistance with applying for these options may be obtained from the Director of Personnel and Safety.

ARTICLE 12 – Salary

Section 1.

January 1, 2018 – \$.60 increase in salary across-the-board for all then-current members of the bargaining unit.

January 1, 2019 – \$.60 increase in salary across-the-board for all then-current members of the bargaining unit.

January 1, 2020 – 2% increase in salary across-the-board for all then-current members of the bargaining unit.

January 1, 2021 - 0% increase in salary across-the-board for all then-current members of the bargaining unit.

These increases above shall be added to the base salary of each individual who receives such increase.

Section 2. The starting salaries for each position listed in Appendix A of this Agreement shall not be increased during the term of the contract, unless the City and the union agree to such changes through an MOU.

Section 3. Paychecks

Employees will be paid on a bi-weekly basis. All paychecks will be direct deposited and employees will receive electronic paystubs. A list of pay dates for each year will be provided to employees before December 15th of the preceding year.

Section 4. New Hire's Salaries

The City shall have the right to hire any new employee anywhere between the contractual minimum and the budgeted amount for the specific position (if higher than the contractual minimum) based on 1.) The employee's background and experience; and 2.) Jobs where recruitment is difficult due to market conditions.

Section 5. Merit Increase Pool

Effective January 1, 2008, the City shall have the right to establish a merit pool of money not to exceed one-half percent (.5%) of the salary base of all bargaining unit members for the 2008 fiscal year. This merit pool may be continued by the City for fiscal years 2018 through 2020. The CSEA and the City agree through the labor/management committee to establish an employee performance appraisal system that will be used by department heads to recommend merit raises for employees from the merit pool. All such merit increase will be added to the individual's base salary. All decisions regarding the amounts awarded from the merit pool, when such merit awards are made, and which employees receive merit increases, shall be at the sole discretion of management and shall not be subject to the provisions of Article 7. Grievance Procedure of the collective bargaining agreement. The above will continue through the term of this contract.

ARTICLE 13 - Workers' Compensation/On the Job Injury

Each employee covered by this Agreement will be covered by the applicable workers' compensation law. An employee having accrued sick leave credits will receive, in addition to worker's compensation income, an amount to be paid by the employer sufficient to make up the difference between worker's compensation and his or her weekly income based upon a regular work week. An employee so paid shall be charged with sick leave for the difference between his weekly benefits under worker's compensation and his regular salary to the nearest half-day.

ARTICLE 14 - Employment Opportunities

Employees may be granted a leave of absence up to one (1) year without pay to accept a position of higher class that requires conditions to be met, so long as said employment is with any agency of the Employer.

ARTICLE 15 - Jury Duty

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay, and all such payments shall comply with State and Federal statutes relative to jury duty fees and reimbursements.

ARTICLE 16 - Out of Title Work

If any employee is assigned to fill a temporary vacancy caused by another employee's sickness, leave of absence, or any other reason except vacation which requires such employee to perform work in a higher paying classification, he shall be compensated at the next higher rate of pay of the higher classification after working in such higher classification more than five consecutive (5) days within one (1) calendar year. If such work must be performed in a lower classification, in no case shall the employee be compensated less than his regularly established rate of pay. When an employee serve in an out-of-title capacity, the employee's annual performance evaluation shall reflect the duration of this assignment and the title(s) the employee is working in during the evaluation period.

ARTICLE 17 - Promotions, Demotions and Method of Filling Positions

Section 1. The term promotion means the advancement of an employee to a higher paying position.

Section 2. In cases of promotion or whenever a new job classification opening or a vacancy occurs, other than temporary, summer, or other part-time employees, the position shall be filled in accordance with the Civil Service rules of procedure.

The City, in selecting individuals to fill vacant positions of a promotional nature within the bargaining unit, agrees to adhere to the principle that the primary factor governing such selections will be the qualifications of the candidates for the position. Qualifications shall consist of skill and ability to perform the duties of the position, education, training and physical fitness where relevant.

It is recognized that the ability to perform in accordance with the job requirements shall include the ability to cooperate and work in harmony with fellow employees. The individual best qualified for a given position will be selected; however, where the qualifications of two or more individuals are substantially equal, preference will be given to the individual(s) working for the City within the CSEA unit.

Section 3. Should a new position or a vacancy occur which cannot be filled because of the absence of an appropriate Civil Service List, then in such case the position shall be posted on all bulletin boards for a period often (10) working days, stating the job title, pay rate, and necessary qualifications for the job.

Section 4 An employee shall apply in writing for such position and submit such application to his immediate supervisor.

Section 5. In no case shall an employee be paid less than the rate of pay of his former position, except in situations of demotions, which includes when an employee moves to a lower level position during a layoff.

Section 6. In the case of a promotion the employee will receive either a seven percent (7%) increase or the starting pay rate of the new position, whichever is greater. The seven percent (7%) minimum increase shall be based on the employee's gross salary, exclusive of longevity, if any, before the promotion.

Section 7. In the case of a demotion, where an employee is moved to a lower paying position, the employee shall be paid in the following manner:

- a. If the individual is being demoted to a position that he formerly held, then the pay will be the amount he was paid at the time he worked in the position plus any increases that were given to that position during his absence from that position;
- b. If the individual did not work in that position previously, the employee will be paid the rate that he would have received if he had been originally hired at that position, plus any pay increases that were given to that position.

ARTICLE 18 - Reclassification

Section 1. Unit-wide Re-titling: For example, all "Foremen" will become "Supervisors". The City agrees to afford recognition to the CSEA of all re-titled existing classifications. The rate of pay will remain the same as set forth in the contract.

Section 2. Particular Employees:

- a. Upgrades: For example, if a Typist is classified as a Senior Typist, the City shall treat this as a promotion under the contract.
- b. Downgrades: For example, if a Stenographer is classified as a Typist, the incumbent will retain the current salary and title. New employees will receive the starting salary for the new title.

ARTICLE 19 - Reinstatement of Veterans Law

The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations. A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the Armed Forces.

ARTICLE 20 - Educational Leave of Absence

Employees may be granted leave of absence in accordance with Civil Service Rules of Procedure in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the employee and Employer. A written request to take such courses shall be made by the employee to the Department/Division Head of the Employer. The Department Head

will forward said request to the Mayor with a recommendation, if any.

If the Employer gives prior written approval then the employee shall be reimbursed for courses taken on a part-time basis on the employee's own time. A written request for approval shall be made by the employee to the Department involved prior to the employee signing up for the course. The Department Head will forward said request for the Mayor with a recommendation, if any.

ARTICLE 21 - Military Leave of Absence

Section 1. Employees who are in any branch of the Armed Forces Reserve, and/or National Guard, shall be paid for periods of absence exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days, whichever is greater, in any one continuous period of such absence as provided by Section 242(5) of the Military Law of the State of New York.

Section 2. Employees may use compensatory time or vacation time to extend their paid military leave.

Section 3. Non-paid leave of absence while engaged in the performance of ordered military duty or while attending service schools shall be as provided in Section 242(2) and (3) of the Military Law of the State of New York.

ARTICLE 22 - Leave for Union Business

Section 1. Elected representatives of the CSEA shall be permitted an aggregate of twelve days in a calendar year to attend union functions, such as conventions or educational conferences, without loss of time or pay. Notification of this leave must be made in writing to the Employee's Department/Division and the Director or Personnel and Safety at least five (5) working days in advance.

Section 2. The employer agrees that during working hours on the employer's premises and without loss of pay, properly designated union representative shall be allowed, within reason, to:

- a. Investigate and process grievances.
- b. Post union notices.
- c. Attend negotiating meetings and joint negotiation sessions with the City and CSEA.
- d. Transmit communication authorized by the CSEA or its officers to the employer or its representatives.
- e. Consult with the employer, its representatives, local CSEA officers or their CSEA representatives concerning the enforcement of any provision of this Agreement.

Notification of this leave must be given to the CSEA representative's Department Head.

ARTICLE 23 - Term of Contract

This Agreement shall be effective for a period commencing January 1, 2018 and terminating December 31, 2021.

ARTICLE 24 - Information

Upon request by the CSEA Unit President or his/her designee, the City shall provide a list of all employees in the bargaining unit showing the employees full name, job title and first date of employment. Such information shall hereafter be provided to the CSEA on a quarterly basis. The employer shall supply to the CSEA Unit President or his/her designee on a monthly basis the name and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment.

ARTICLE 25 - Uniform Allowance

The uniform allowance for parking meter checkers shall be \$620.00. One-half of this uniform allowance shall be paid at the end of the first pay period in July and the other half shall be paid at the end of the first pay period in December. The allowance shall be pro-rated on a monthly basis for any employee who does not work for the full year.

ARTICLE 26 - Safety

The CSEA recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations. Proper and modern safety devices provided by the City shall be worn by all employees engaged in work where such devices are necessary. Both parties recognize the importance of safety in the work place and agree to participate in the development and implementation of safety related programs.

ARTICLE 27 - Continuation Clause

In order to preserve the due process rights of employees represented hereunder, binding arbitration of grievances involving the discipline and/or discharge of employees represented hereunder shall be available pursuant to Article 9 of this agreement during any hiatus period between the expiration of this agreement and the execution of a successor agreement and all other rights, obligations and benefits of the parties are preserved pursuant to Chapter 868 of the laws of 1982.

ARTICLE 28 - Longevity

Section 1. Beginning with the first pay period in 2007, the City will include longevity pay in the 'regular rate of pay' used to calculate overtime pay. The city will pay a proportionate share of longevity pay with each paycheck. Longevity will not be included to calculate any salary increase negotiated between the parties. The City will use the following longevity pay amounts:

Years of Service Longevity Payment

15 – 20	\$500.00
21 – 25	\$750.00
26 – 29	\$1,000.00
30+	\$1,250.00

Section 2. Longevity amounts will be added to the 'regular rate of pay' on the anniversary date of the year of service. For example, the pay period immediately prior to an employee's 21st anniversary will reflect a proportionate share of the \$500.00 payment. The pay period immediately after an employee's 21st anniversary will reflect a proportionate share of the \$750.00 payment.

ARTICLE 29 - Drug and Alcohol Policy

Whereas, the use of alcohol beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow employees and the general public; and

Whereas, the Drug Free Workplace Act requires the City of Binghamton, as a direct recipient of a federal grant, to certify that it will provide a drug-free workplace as defined in the act; and

Whereas, it is in the best interest of the public and of the employees to provide a clearly delineated and uniform drug and alcohol policy:

All employees are forbidden to engage in any sale or other transaction involving illegal drugs on the City premises.

Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the City premises.

Any Department/Division Head, who has a reasonable suspicion that any employee is in an impaired or intoxicated condition, may mandate the employee to be tested for drug and/or alcohol levels. Such action shall be accomplished with the approval of the Department of Personnel & Safety. Testing will be provided by United Health Services at the Employer's expense. If the employee is found to be impaired or intoxicated or if the employee refuses to be tested, he may be subject to disciplinary action. If the test reveals no impairment or intoxication, the will return to his shift without any loss of time or salary.

The employer will place a call to the designated union representative who shall be present at the

drug and alcohol testing site within one hour after the incident. Should a representative of the union either be unavailable, unreachable or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action, including discharge.

Any violators of this policy may be subject to disciplinary actions as provided by contract or statute, and/or may be referred to the Employee Assistant Program (EAP).

Employees working directly with federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the acts requirements.

ARTICLE 30 - Unit-Wide Drug and Alcohol Testing

The Union hereby agrees to unit-wide random drug and alcohol testing under the following terms:

1. Testing will commence no earlier than 90 calendar days from the date of mutual ratification of this contract agreement. The City agrees to meet with and inform all City CSEA employees about testing requirements and conditions and shall have each employee participant sign a statement indicating that the employee has been informed of the program.
2. Any alleged employee violations of the negotiated Drug and Alcohol Policy will be processed through the contractual Grievance and Disciplinary procedure.
3. The City guarantees participation in the random drug and alcohol testing program annually by all non-unionized personnel of the City of Binghamton, i.e. Exempt, Management, Confidential and the Office of the Mayor. In the event that City officials elect at a later date to remove themselves from the program, the CSEA employees shall immediately cease to participate in this testing program.
4. Both the City and the Union shall receive biannual reports (2 times each calendar year) indicating the number of testing incidents for drugs and alcohol occurring under each category of testing (i.e. post-accident, random, reasonable suspicion).
5. The Union hereby agrees to accept the City's Drug and Alcohol Policy promulgated on January 1, 1996 in its entirety. The Union and the City hereby agree to discuss all aspects of the new testing procedures and the issue of "last chance" agreements in the event of positive testing results.
6. Effective January 1, 2003, the pool of bargaining unit members under this contract will be tested for an annual total of 10% for drugs and 10% for alcohol. Any member of this unit whose urine drug test is found to be "dilute", as determined by the testing laboratory, shall be subject to immediate hair analysis for drugs. Failure to submit to such hair analysis shall be considered a refusal to test under the City's Drug and Alcohol Policy promulgated on January 1, 1996.

ARTICLE 31 – Parking

All members of this bargaining unit may park in the State Street ramp (on the corner of Henry and State streets) at a cost to the employee of \$15.00 per month. In addition, five (5) spaces at

the Collier Street ramp will be allocated to CSEA members, based on seniority in the bargaining unit for \$30.00 per month.

ARTICLE 32 - Severability

In the event any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall be continued in full force and effect.

In the event that any such provision is finally held to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate the modification or revision of any such clause or clauses.

ARTICLE 33 - Implementation

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

The City will provide retroactivity to the first pay in 2018, for current members, provided this agreement is voted and approved by City Council. The increases with the health insurance payments will begin with the 14th paycheck of 2018.

Exhibit A

Position	2018-2021 Starting Salary
Account Clerk	\$22,660
Account Clerk II	24,459
Account Clerk Typist	22,660
Animal Control Officer	39,000
Assistant Engineer	38,127
Assistant Housing Coordinator	33,551
Assistant Senior Engineer	N/A
Building Maintenance Superintendent	41,619
Building Inspector II	40,000
Chief Planner	48,000
Clerk	21,894
Code Enforcement Officer	33,994
Code Inspector	29,661
Computer Operator	27,946
Computer Operator, Trainee	24,465
Computer Operations Coordinator	30,747
Data Entry Clerk	22,660
Design Planner	37,450
Design Technician	32,978
Digital Technician	36,000
DPW Data Processing Coordinator	40,000
Drafting Technician	27,170
Economic Development Specialist Business Development	40,408
Electrical Inspector	41,000
Engineering Technician	35,000
Finance Accounts Payable Clerk	34,326
General Equipment Foreman	39,508
Golf Course Maintenance Supervisor	41,619
Grants Administrator	40,408
Grants Coordinator	36,000
Hardware/Software Tech	40,000
Historic Preservation and Neighborhood Planner	37,000
Housing Case Worker	36,811
Housing Coordinator	36,811
Housing Programs Supervisor	40,175
Information Technology Specialist	52,000
Information Technology Specialist – Public Safety	52,000
Lab Director	42,380

Lab Technician-Sanitary Services	29,406
Licensing Clerk	22,660
Master Electrician	50,000
Parking Meter Checker	23,193
Payroll Clerk	22,660
Planner	35,519
Plumbing Inspector	43,000
Police Comp Specialist/Crime Analyst	51,000
Principal Account Clerk	28,514
Principal Clerk	27,519
Program Assistant	28,481
Real Property Appraiser	34,004
Real Property Data Maintenance Assistant	27,524
Real Property Tax Aide	23,858
Recreation Attendant	21,894
Recreation Leader	27,170
Recreation Leader-Senior Citizen	27,170
Recreation Supervisor	40,000
Recreation Supervisor-Senior Citizen	37,000
Registrar of Vital Statistics	24,518
Senior Account Clerk	25,180
Senior Account Clerk Typist	25,180
Senior Clerk	23,858
Senior Computer Operator	34,841
Senior Crime Analyst	58,000
Senior Engineer	48,459
Senior Engineering Aide	28,514
Senior Licensing Clerk	28,514
Senior Payroll Clerk	26,945
Senior Planner	40,408
Senior Programmer/Data Processing Operator	49,523
Senior Real Property Appraiser	39,185
Senior Typist	23,858
Stationary Engineer	36,678
Stores Clerk	23,858

Stores Helper	23,180
Supervisor of Code Inspection	36,930
Sustainable Development Planner	34,372
Typist	21,894
Water Plant Engineer	44,532
Water Distribution System Supervisor	41,619
Vacant Property Officer	38,000
Zoning Enforcement Officer	38,000

Exhibit B

Forty Hour Positions

CITY CLERK

Animal Control Officer

PUBLIC WORKS

Building and Maintenance Supervisor

DPW Data Processing Coordinator

Master Electrician

Stationary Engineer

DEPARTMENT OF WATER

Water Plant Engineer

FIRE BUREAU

Superintendent of Maintenance

General Equipment Foreman

INFORMATION TECHNOLOGY

Digital Technician

Hardware/Software Tech

Information Technology Specialist – Public Safety

Information Technology Specialist

PARKS AND RECREATION

Golf Course Maintenance Supervisor

POLICE BUREAU

Sr. Crime Analyst

Police Comp Specialist/Crime Analyst

EXHIBIT C

(Retained Titles)

Civil Service Employees Association

POSITIONS

Account Auditor

Account Clerk Stenographer

Assistant Component Manager

Assistant Purchasing Agent

Assistant Recycling Coordinator

Assistant Signal Superintendent

Assistant Superintendent of Building Inspection and Construction

Assistant Tax Receiver

Assistant Water Superintendent

Audit Clerk

Bookkeeper

Bookkeeper Machine Operator

Bureau Chief

Component Manager (development Services)

Component Monitor Word Processing Center Supervisor

Computer Programmer (Development Services)

Construction Inspector

Cook
Data Processing Machine Operator
Data Processing Manager
Director of Senior Citizens Programs
Director of Zoo
Economic Development Business Development
Enforcement Specialist/Recycling
Engineering Design Assistant
Executive Secretary (CDD)
Golf course Supervisor
Graphic Technician
Junior Accountant
Key Punch Operator
Legal typist
Neighborhood Services Representative
Planning Aide (Full Time)
Programmer
Relocation Interviewer
Secretary to City Engineer
Sealer of Weights and Measurers
Senior Data Processing Machine Operator
Senior stenographer
Special Equipment Foreman

Stenographer

Steno Secretary

Superintendent of Maintenance (Fire)

Tax Clerk

Tax Receiver

Traffic Violators/Sr. Clerk/Ticket Writer

APPROVED AS TO FORM:



Kenneth J. Frank, Esquire

Signed and dated this
14th day of July, 2020

For the City:



Richard C. David, Mayor
City of Binghamton



Patricia A. Keppler, Chief Negotiator
And Director of Personnel & Safety

For the CSEA:



Christopher Rohde
Labor Relations Specialist, Local 1000

STATE OF NEW YORK:
COUNTY OF BROOME:
CITY OF BINGHAMTON:

On this 14th day of July, 2020, before me, the subscriber, personally came Richard C. David, who being by me duly sworn, deposes and says: that he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the foregoing instrument; that he knows the seal of said City; and that the seal affixed to said instrument is such _____ corporate _____ seal.



Kenneth J. Frank, Notary Public

KENNETH J. FRANK
Notary Public – State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2021

On this, und day of July, 2020, before me, the subscriber, personally came Patricia A. Keppler, who being by me duly sworn, deposes and says: that he is the Chief Negotiator and Director of Personnel & Safety of the City of Binghamton, the municipal corporation named in and _____ which _____ executed _____ the _____ foregoing instrument and that he signed his name thereto.



Kenneth J. Frank, Notary Public

KENNETH J. FRANK
Notary Public – State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2021

On this 14th day of July, 2020, before me personally appeared Christopher Rohde who being by me duly sworn, did depose and say: That she is the Labor Relations Specialist of the organization named in and which executed the foregoing instrument-and that she signed her name thereto.



Kenneth J. Frank, Notary Public

KENNETH J. FRANK
Notary Public – State of New York
No. 02FR4807681
Qualified in Broome County
Commission Expires April 30, 2021



Legislative Branch

RL Number:
20-158
Date Submitted:
8/6/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Jared M. Kraham

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an extension agreement with Binghamton University for a University Liaison Officer for 2020-2021.

Suggested Content: Attached.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R19-80

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Legal Counsel Approval ~~_____~~
RL 19-180

Introductory No. R19-81
Permanent No. R19-80



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: October 9, 2019

Sponsored by Council Members: Matzo, Papastrat, Cronic, Scanlon, Taylor

Introduced by Committee: Municipal Public Affairs

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN EXTENSION
AGREEMENT WITH BINGHAMTON
UNIVERSITY FOR A UNIVERSITY LIAISON
OFFICER FOR 2019-2020

WHEREAS, the City of Binghamton wishes to renew its agreement with Binghamton University for a Police University Liaison Officer, whereby the City agrees to provide Binghamton University with one (1) police officer designated by the Chief of Police, and that Binghamton University will pay the City for providing such police officer as provided in said agreement.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized and directed to renew an agreement, approved as to form and content by the Office of Corporation Counsel, with Binghamton University for a Police University Liaison Officer for 2019-2020.

Introductory No. R19-81

Permanent No. R19-80

Sponsored by City Council Members:
Matzo, Papasirra, Cronce, Scanlon, Taylor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EXTENSION AGREEMENT WITH BINGHAMTON UNIVERSITY FOR A UNIVERSITY LIAISON OFFICER FOR 2019-2020

The within Resolution was adopted by the Council of the City of Binghamton.

Date 10/9/19

City Clerk Jennifer B. Meyer

Date Presented to Mayor 10/10/19

Date Approved 10/6/19

Mayor William D. Dine

	Ayes	Nays	Abstain	Absent
Councilman Scaringi				✓
Councilman Livingston	✓			
Councilwoman Cronce	✓			
Councilman Taylor	✓			
Councilman Papasirra	✓			
Councilman Matzo	✓			
Councilman Scanlon	✓			
Total	6	0	0	1

Code of the City of Binghamton

Adopted Defeated

6 Ayes 0 Nays 0 Abstain 1 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 10/9/19. Approved by the Mayor on 10/10/19. (JN)



Legislative Branch

RL Number:
20-170
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Jared M. Kraham / Kenneth J. Frank
Title/Department: Office of the Mayor / Corporation Counsel
Contact Information: x7001 / x7013

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with
BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless for lease of 211 Henry St. for
installation of a cellular antenna.
Suggested Content: Draft lease agreement attached.

Additional Information

Does this RL concern grant funding? Yes No
If 'Yes', is the required RL Grant Worksheet attached? Yes No
Is additional information related to the RL attached? Yes No
Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Please expedite

Legislative Branch

RL Number:
20-159
Date Submitted:
8/10/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Kenneth Frank/Brian Seachrist

Title/Department: Corporation Counsel / First Assistant Corporation Counsel

Contact Information: 772-7013

RL Information

Proposed Title: AN ORDINANCE TO AMEND THE 2020 LAW BUDGET TO ADD ONE ASSISTANT CORPORATION COUNSEL AT AN ANNUAL SALARY OF \$58,000, TO FUND SAME, AND TO AMEND THE CODE § 124-39, DEFINITION, ACCORDINGLY

Suggested Content: TBD by Counsel. Effective September 9, 2020.

See transfers attached.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input checked="" type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

To fund Assistant Corp Counsel position (annual salary \$58,000) from 09/09/2020-12/31/2020:

Transfer From (Decrease)
\$17,846 A1420.51000 (Per.Ser-
Legal Typist)

Transfer To (Increase)
\$17,846 A1420.51000 (Per.Ser-
Asst Corp. Counsel)



Legislative Branch

RL Number:
20-175
Date Submitted:
8/14/2020

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Leighton Rogers

Title/Department: City Clerk

Contact Information: 772-7005

RL Information

Proposed Title: Sale - portion of 124 Washington Street to Hawley Street Hospitality, Inc. for \$1,000
An Ordinance ..

Suggested Content: TBD by Corporation Counsel

Additional Information

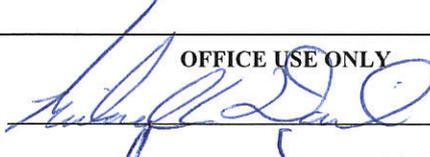
Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>	MPA	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



OFFICE OF THE CITY CLERK ■ CITY OF BINGHAMTON

OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: 124 Washington Street, Binghamton NY 13901
Tax Parcel Identification Number: 160.49-1-1.111
Current Use of Property: [] Residential [] Commercial [] Mixed Use [x] Vacant Lot
Offered Purchase Price: \$1000.00
Do you wish to opt-out of the free tree planting service? [] Yes [x] No

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

The applicant wishes to purchase an approximately 228 square foot portion of the property as designated in the attached map, including an existing light fixture located on such portion of the property. The applicant is willing to provide easements to the City for access to any utilities located on the portion of the property applicant wishes to purchase.

APPLICANT INFORMATION

Applicant Name: Hawley Street Hospitality, Inc. (see attached list of shareholders)
Note: If the applicant is a company or corporation, please list all shareholders or members.
Mailing Address: 132 Washington Street, Binghamton NY 13901
Telephone Number(s): 607-723-9511 (ask for Attorney Cheryl Sacco)
Email Address: ronkweller@gmail.com

Please list any other properties owned by the Applicant located within Broome County.

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Signature Cheryl I. Sacco, Esq. on behalf of Applicant

Date 2/18/20

List of Shareholders for Hawley Street Hospitality, Inc.

1. Yaron Kweller
2. Alex Jaffe
3. Jordan Robinson-Rindgen
4. Andrew Urso
5. Christine Urso
6. Mark Lyons
7. Kristopher Kasmarcik
8. Tytus Haller
9. Aaron Laughlin

Map for the purchase of a portion of 124
Washington Street by Hawley Street Hospitality, Inc.

