



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Tom Scanlon, City Council President
Leighton Rogers, City Clerk

COUNCIL OF THE CITY OF BINGHAMTON
Business Meeting Agenda
2nd Floor Atrium, 38 Hawley Street, Binghamton, NY 13901
Wednesday, September 9, 2020

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. ACKNOWLEDGEMENTS AND RECOGNITIONS

V. REPORTS FROM COMMITTEES AND APPROVAL OF MINUTES

Approval of Minutes

Approve the Minutes from August 19, 2020 Business Meeting

City Council Finance Committee: Strawn (Chair), Resciniti, Burns

No items to report.

City Council Planning & Community Development Committee: Strawn (Chair), Scaringi, Friedman

No items to report.

City Council Municipal and Public Affairs Committee: Resciniti (Chair), Strawn, Riley

No items to report.

City Council Public Works/Parks and Recreation Committee: Resciniti (Chair), Scaringi, Riley

No items to report.

City Council Employees Committee: Scaringi (Chair), Resciniti, Burns

No items to report.

City Council Rules and Procedures/Special Studies Committee: Scaringi (Chair), Strawn, Friedman

No items to report.

VI. APPROVAL OF APPOINTMENTS

VII. PUBLIC HEARING

VIII. SET PUBLIC HEARINGS

IX. PUBLIC COMMENT/COMMUNICATION

*Please note: Residents wishing to submit public comment may do so electronically by emailing their comments prior to 6:00pm on the day of the meeting to clerk@cityofbinghamton.com (preferred) or via telephone during public comment at (607) 772-7101 as City Hall will be closed to the public during the meeting.



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

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- X. REVIEW OF MAYORAL VETO
 - XI. SECOND READING LEGISLATION

 - XII. FIRST READING LEGISLATION
 - A. PREFERRED AGENDA

Introductory Ordinance 20-77. Considered in Finance: Strawn

An Ordinance amending the 2020 General Fund budget and Water fund budget to increase unemployment insurance for COVID-19 furloughs from various departments

Introductory Ordinance 20-78. Considered in Finance: Strawn

An Ordinance to allow the City of Binghamton Comptroller to execute Refinance Certificate and supplemental agreements with Environmental Facilities Corporation for 2012 bonds

Introductory Ordinance 20-79. Considered in Finance: Strawn

An Ordinance amending the city of Binghamton 2021 budget submission schedule

Introductory Ordinance 20-80. Considered in Finance: Strawn

An Ordinance to amend the FY45 CDBG budget to fund parks improvements

Introductory Resolution 20-89. Considered in Public Works and Parks: Resciniti

A Resolution authorizing the Mayor to enter into a Professional Services Agreement with Barton & Loguidice, DPC for comprehensive sewer pump station study and preliminary engineering report for pump station

B. NON-PREFERRED AGENDA

Introductory Ordinance 20-81. Considered in Planning: Strawn

An Ordinance authorizing the sale of a portion of 124 Washington Street to Hawley Street Hospitality, Inc. For \$1,000

Introductory Resolution 20-90. Considered in Finance: Strawn

A Resolution authorizing the Mayor to accept a donation from Boscov's in the amount of \$1,170.75 for the Binghamton Police Department

Introductory Resolution 20-91. Considered in Planning: Strawn

A Resolution authorizing the Mayor to enter into a lease with BELL ATLANTIC MOBIE SYSTEMS LLC d/b/a Verizon Wireless for lease of 211 Henry Street for installation of a cellular antenna



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Introductory Resolution 20-92. Considered in Employees: Scaringi

A Resolution approving a one year extension of the current Civil Service Employees Association, Inc. Contract

Introductory Resolution 20-93. Considered in Employees: Scaringi

A Resolution approving a one year extension of the Binghamton Firefighters Local 729, AFL-CIO, I.A.F.F contract

Introductory Resolution 20-94. Considered in Municipal and Public Affairs: Resciniti

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 2020-2021

Introductory Resolution 20-95. Considered in Municipal and Public Affairs: Resciniti

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

Introductory Resolution 20-96. Considered in Municipal and Public Affairs: Resciniti

A Resolution supporting the Binghamton Police Department and Honoring Binghamton's Fallen Police Officers

XIII. COMMUNICATIONS FROM COUNCIL MEMBERS

XIV. ADJOURNMENT



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Burns, Strawn, Scanlon

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE AMENDING THE 2020
GENERAL FUND BUDGET AND WATER FUND
BUDGET TO INCREASE UNEMPLOYMENT
INSURANCE FOR COVID-19 FURLOUGHS
FROM VARIOUS DEPARTMENTS**

WHEREAS, the City of Binghamton Comptroller finds it proper and necessary to amend the 2020 General Fund budget and Water Fund budget to increase unemployment insurance for COVID-19 furloughs from various department personnel budget lines; and

WHEREAS, these budget amendments were approved by the Board of Estimate on September 9, 2020.

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

Section 1. That the City of Binghamton Comptroller and City Treasurer are directed and authorized to amend the 2020 General Fund budget and Water Fund budget to increase unemployment insurance for COVID-19 furloughs from various department personnel budget lines as follows:

Transfer From:

\$8,454.20 A8664.51000 (Code)
7,912.00 A3120.51016 (School Guards)
7,659.98 A3120.51000 (Police)
7,041.25 A1310.51000 (Finance)
4,866.20 A7140.51800 (Parks)
3,347.34 A3410.51000 (Fire)
2,682.76 A5110.51000 (DPW)
2,359.50 A1420.51000 (Corp.Counsel)
1,876.00 FX8340.51000 (Water)
504.00 A6989.51000 (Econ Dev)
1,008.00 A1440.51000 (Engineering)
429.50 A8684.51000 (PCHD)
380.00 A1325.51000 (Treasurer)

\$48,520.75

Transfer To:

\$46,644.75 A9050.58000E (General)
1,876.00 FX9050.58000E (Water)

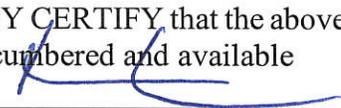
\$48,520.75

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

Date: September 9, 2020

Section 2. That this ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds
are unencumbered and available



Comptroller/JSB Fiscal Officer



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

Date: September 9, 2020

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

Introduced by Committee: Finance

ORDINANCE

entitled

AN ORDINANCE TO ALLOW THE CITY OF
BINGHAMTON COMPTROLLER TO EXECUTE
REFINANCE CERTIFICATE AND
SUPPLEMENTAL AGREEMENTS WITH
ENVIRONMENTAL FACILITIES
CORPORATION FOR 2012 BONDS

WHEREAS, the City of Binghamton issued bonds to the New York State Environmental Facilities Corporation (“EFC”) in 2012; and

WHEREAS, the City wishes to appoint the Comptroller of the City of Binghamton to execute, on behalf of the City of Binghamton, the closing certificate and supplemental agreement between the EFC and the City to effectuate refinancing of the 2012 bonds and to take any and all action in furtherance of the refinancing of said 2012 bonds.

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

Section 1. That the Common Council hereby authorizes the City Comptroller to (i) execute, on behalf of the City, the Closing Certificate and Supplemental Agreement between the EFC and the City to effectuate the refinancing of bonds issued by the City to EFC in 2012, and (ii) in addition, the Common Council further authorizes the City Comptroller to take any and all other action in furtherance of the refinancing of said 2012 bonds.

Section 2. That this ordinance shall take effect immediately.



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

Date: September 9, 2020

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

Introduced by Committee: Finance

ORDINANCE
entitled

**AN ORDINANCE AMENDING THE CITY OF
BINGHAMTON 2021 BUDGET SUBMISSION
SCHEDULE**

WHEREAS, on March 23, 2011, the Council of the City of Binghamton adopted Permanent Ordinance No. 011-9, entitled "An Ordinance Amending the City of Binghamton Budget Submission Schedule," which legislation amended the City of Binghamton Charter, § C-62, "Annual estimate," to provide for a new budget submission schedule; and

WHEREAS, the amended submission schedule requires, in part, "The annual estimate by the Board of Estimate and Apportionment required to be made by the provisions of § 75 of the Second Class Cities Law shall be made and submitted to the Common Council on or before the fifteenth of September..."; and

WHEREAS, as a result of the historic Covid-19 pandemic in 2020, the Federal and State governments continue to debate funding to reimburse local governments for lost revenues and added expenses during the pandemic; and

WHEREAS, pending a determination by the Federal and State government regarding such funding, preparation of the 2021 budget is problematic and extending the submission date of the 2021 budget should allow for more accurate estimates of revenues and expenses; and

WHEREAS, extension of the submission deadline will be for the 2021 budget only and the amended schedule will expire as of November 30, 2020.

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

Section 1. That the City of Binghamton Charter, § C-62, is hereby amended in 2020 for the 2021 budget only as follows, "The annual estimate by the Board of Estimate and Apportionment required to be made by the provisions of § 75 of the Second Class Cities Law shall be made and submitted to the Common Council on or before the 6th day of October..."

Section 2. That the remainder of § C-62 shall remain as written and that this amendment will expire on November 30, 2020.

Section 3. That this Ordinance shall take effect immediately.



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

Date: September 9, 2020

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

Introduced by Committee: Finance

ORDINANCE

entitled

**AN ORDINANCE TO AMEND FY45 CDBG
BUDGET TO FUND PARKS IMPROVEMENTS**

WHEREAS, the HUD Manager/Grants Administrator and Comptroller of the City of Binghamton find it proper and necessary to amend FY45 CDBG budget to fund parks improvements; and

WHEREAS, such budget amendments were approved by the Board of Estimate and Apportionment on September 9, 2020.

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

Section 1. That the Comptroller and City Treasurer of the City of Binghamton are hereby authorized and directed to amend FY45 CDBG budget to fund parks improvements as follows:

Transfer From (defund/decrease):

\$64,125.00 CD8662.53005.CDY43 (Engineering Services)
21,476.75 CD8662.53005.CDY42 (Engineering Services)

\$85,601.75

Transfer To (fund/increase):

\$85,601.75 CD8662.533507.CDY45 (Parks Improvements)

\$85,601.75

Section 2. That this Ordinance shall take effect immediately.

I HEREBY CERTIFY that the above described funds are unencumbered and available

Chuck Shager, Comptroller



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

Date: September 9, 2020

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

Introduced by Committee: Public Works/ Parks and Recreation

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH BARTON & LOGUIDICE,
DPC FOR COMPREHENSIVE SEWER PUMP
STATION STUDY AND PRELIMINARY
ENGINEERING REPORT FOR PUMP STATIONS

WHEREAS, the City Engineer recommends the City enter into a Professional Services agreement with Barton & Loguidice, DPC for the Comprehensive Sewer Pump Station Study and Preliminary Engineering Report for nine Pump Stations; and

WHEREAS, the cost for such services is not to exceed \$60,000 and funds are available for this purpose.

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 enter into a Professional Services agreement, approved as to form and content by the Office of Corporation Counsel, with Barton & Loguidice, DPC for the Comprehensive Sewer Pump Station Study and Preliminary Engineering Report for nine Pump Stations, at a cost not to exceed \$60,000, and funding shall be deducted from budget lines: \$50,000 from H1440.555555.W0013 (Grant Swr Pump Evaluation) and \$10,000 from A1440.54450 (Technical Service) \$10,000 for this purpose.

I HEREBY CERTIFY that the above described funds are unencumbered and available

Chuck Shager, Comptroller

State Environmental Quality Review Act

Read the title of the Legislation for 124 Washington Street and before a vote, do the following:

A. Motion to declare City Council as “Lead Agency” under SEQRA.

Motion made by _____,

Seconded by _____,

Voice vote

B. Motion to identify the proposed action as “Unlisted” under SEQRA.

Motion made by _____,

Seconded by _____,

Voice vote

C. Motion to issue a negative declaration under SEQRA for the following reasons:

This is part of a vacant lot commonly known as Parlor City, which is adjacent to a number of commercial businesses, including restaurants. In order to expand outdoor seating capacity to the adjacent restaurant, the City is conveying a portion of the lot, approximately __ sq. feet. The City made the same accommodation to another adjacent restaurant in 2010. If the use is abandoned, title will revert to the City. The transfer is *de minimis*, it was approved by the Planning Commission, and the area in question was not used by the public.

Motion made by _____,

Seconded by _____,

Roll call vote

After SEQRA: Approve the legislation, roll call vote.

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number: None

Date: September 9, 2020

This Notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Binghamton City Council as lead agency has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: A portion of 124 Washington Street

SEQR Status: Type 1
 Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

The City of Binghamton is transferring a portion of the 124 Washington Street, Binghamton, New York, Tax Parcel No. 160.49.1-1.11 to Hawley Street Hospitality, Inc.

Location: A portion of 124 Washington Street adjacent to 15 Hawley Street, Binghamton, NY, Tax Parcel No. 160.49-1.7, which is owned by Hawley Street Hospitality, Inc.

Reasons Supporting This Determination:

This is part of a vacant lot commonly known as Parlor City, which is adjacent to a number of commercial businesses, including restaurants. In order to expand outdoor seating capacity to the adjacent restaurant, the City is conveying a portion of the lot, approximately __ sq. feet. The City made the same accommodation to another adjacent restaurant in 2010. If the use is abandoned, title will revert to the City.

The lead agency has determined that the action will not have a significant adverse impact on the environment for the following reasons:

The transfer is *de minimis*, it was approved by the Planning Commission and the area in question was not used by the public.

The action will not produce a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems.

The action will not involve the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant or the habitat of such a species; or other significant adverse impacts to natural resources.

The action will not cause the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6 NYCRR 617.14 (g).

The action will not create a material conflict with a community's current plans or goals as officially approved or adopted.

The action will not impair the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character.

The action will not cause a major change in the use of either the quantity or type of energy.

The action will not create a hazard to human health.

The action will not cause a substantial change in the use or intensity of use of land including agriculture, open space or recreation resources, or in its capacity to support existing uses.

The action will not change two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together results in a substantial adverse impact on the environment.

Impacts from the action may combine with impacts of other, possible independent actions in the vicinity. The lead agency finds that when considered cumulatively such combination will not create a significant adverse impact on the environment.

For Further Information

Contact Person: Thomas Scanlon, President
City of Binghamton City Council

Address: City Hall
38 Hawley Street
Binghamton, NY 13901

Telephone Number: 607-772-7005 (City Clerk's Office)



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Friedman, Burns, Scanlon

Introduced by Committee: Planning

ORDINANCE

entitled

AN ORDINANCE AUTHORIZING SALE OF A
PORTION OF 124 WASHINGTON STREET TO
HAWLEY STREET HOSPITALITY, INC. FOR
\$1,000

WHEREAS, the City of Binghamton is the owner of certain real property located at 124 Washington Street, Binghamton, New York, Tax Parcel No. 160.49.1-1.11 (the "Premises"); and

WHEREAS, Hawley Street Hospitality, Inc. (the "Applicant") is the owner of adjacent real property located at 15 Hawley Street., Binghamton , New York, Tax Parcel No. 160.49-1.7; and

WHEREAS, the Applicant received site plan approval from the City of Binghamton Planning Commission for development of the adjacent real property, which included a request to purchase a portion of the Premises for additional outdoor deck seating, subject to an easement for the City to access an existing light pole on the property to be conveyed; and

WHEREAS, the Applicant made an offer to purchase a portion of the Premises for \$1,000; and

WHEREAS, the Assessor of the City of Binghamton has determined the sale price to be fair and equitable; and

WHEREAS, the Board of Estimate and Apportionment approved and recommended sale of the Premises on August 12, 2020.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain by at least a three-fourths vote as follows:

Section 1. That the Mayor of the City of Binghamton is hereby authorized to enter into a contract for sale and to execute all necessary and appropriate documentation, approved as to form and content by the Office of Corporation Counsel, to transfer a portion of the Premises to Hawley Street Hospitality, Inc. by quit claim deed for \$1,000 to be paid by wire transfer, certified, or local bank check.

Section 2. This transfer is subject to the following conditions (i) the portion of the Premises to be conveyed may only be used for accessory outdoor deck seating for the restaurant located at 15 Hawley Street; (ii) if this use is abandoned, then title to the property will revert to the City and Applicant must restore the property to its preexisting condition; (iii) Applicant will

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

Date: September 9, 2020

provide a metes and bounds description of the portion of the Premises to be conveyed; (iv) the City will retain an easement for ingress and egress to the existing light pole for maintenance or replacement, and the City will not be liable for the costs to replace or repair the deck if removal of a part of the deck is necessary to repair or replace the light pole; and (iv) the portion of the Premises to be conveyed must be merged with the Applicant's adjacent property located at 15 Hawley Street, Tax Parcel No. 160.49-1.7.

Section 3. That this Ordinance shall take effect immediately.

Legal Counsel Approval _____

RL 20-180

Introductory No. R20-90

Permanent No. _____



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Rescinti, Riley, Burns, Strawn, Scanlon

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ACCEPT A DONATION FROM BOSCOV'S IN
THE AMOUNT OF \$1,170.75 FOR THE
BINGHAMTON POLICE DEPARTMENT

WHEREAS, Boscov's wishes to donate \$1,170.75 to the City of Binghamton Police Department; and

WHEREAS, the City of Binghamton wishes to accept the donation.

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

RESOLVE that the City of Binghamton is hereby authorized to accept a donation in the amount of \$1,170.75 from Boscov's and for the City of Binghamton Comtroller and City Treasurer to increase 2020 revenue budget line A.42705 (Gifts and Donations) and expense line A3120.5418 (Police-K9 Unit) accordingly.



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Friedman, Burns, Scanlon

Introduced by Committee: Planning

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A LEASE WITH BELL
ATLANTIC MOBILE SYSTEMS LLC D/B/A
VERIZON WIRELESS FOR LEASE OF 211
HENRY STREET FOR INSTALLATION OF A
CELLULAR ANTENNA

WHEREAS, the BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless, wishes to lease a portion of a 211 Henry Street from the City of Binghamton, Parcel ID 160.26-3-6 for installation of a cellular antenna; and

WHEREAS, the proposed lease term is from September 9, 2020, through September 9, 2025, with an option to extend the lease four times for an additional five years; and

WHEREAS, the base monthly rent is \$18,000.

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 enter into a lease, approved as to form and content by the Office of Corporation Counsel, with BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless, to lease a portion of a 211 Henry Street from the City of Binghamton, Parcel ID 160.26-3-6 for installation of a cellular antenna.

Legal Counsel Approval



RL 20-171

Introductory No. R20-92

Permanent No.



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Friedman, Burns, Scanlon

Introduced by Committee: Employees

RESOLUTION

entitled

A RESOLUTION APPROVING A ONE YEAR
EXTENSION OF THE CURRENT CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.
CONTRACT

WHEREAS, pursuant to New York State Civil Service Law Article 14 - Public Employees Fair Employment Act, the Mayor and the Civil Service Employees Association, Inc., AFSCME, Local 100, AFL-CIO, City of Binghamton Unit 6151, of the Broome County Local 804 ("CSEA Inc.") have reached an agreement for calendar year 2021; and

WHEREAS, any provisions of the agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, is not effective until City Council has granted its approval; and

WHEREAS, the extension agreement is attached hereto.

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

RESOLVE, that the attached extension agreement between the City of Binghamton and the CSEA, Inc. for the calendar year 2021 is approved.

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 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.

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, 20 20

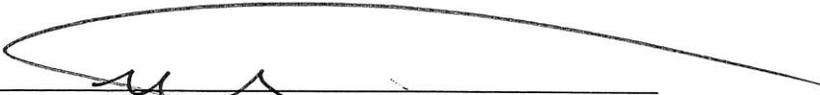
On this, 14th day of July, 2020, before me, the subscriber, personally came Patricia A. Keppler, who being by me duly sworn, deposes and says: that he is the Chief Negotiator and Director of Personnel & Safety of the City of Binghamton, the municipal corporation named in and _____ which _____ executed _____ 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, 20 20

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, 20 20



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Friedman, Burns, Scanlon

Introduced by Committee: Employees

RESOLUTION

entitled

**A RESOLUTION APPROVING A ONE YEAR
EXTENSION OF THE BINGHAMTON
FIREFIGHTERS LOCAL 729, AFL-CIO, I.A.F.F
CONTRACT**

WHEREAS, pursuant to New York State Civil Service Law Article 14 - Public Employees Fair Employment Act, the Mayor and the Binghamton Firefighters Local 729 AFL-CIO, I.A.F.F. have reached an agreement for calendar year 2020; and

WHEREAS, any provisions of the agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, is not effective until City Council has granted its approval; and

WHEREAS, the extension agreement is attached hereto.

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

RESOLVE, that the attached extension agreement between the City of Binghamton and the Binghamton Firefighters Local 729 AFL-CIO, I.A.F.F. for the calendar year 2020 is approved.

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 a 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 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.

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.

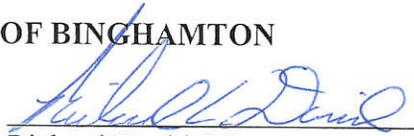
ARTICLE 31 - RESPIRATORY POLICY

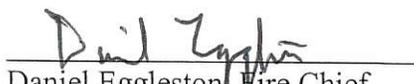
The Respiratory Policy to the Agreement is annexed as Exhibit "B".

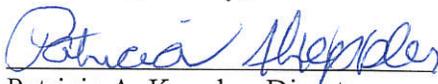
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives.

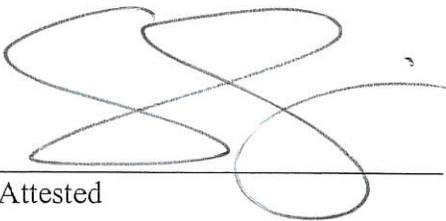
Date: August 11, 2010

CITY OF BINGHAMTON

By: 
Richard David, Mayor

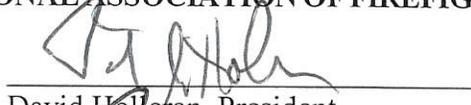
By: 
Daniel Eggleston, Fire Chief

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



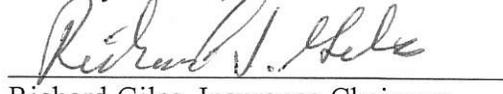
Attested

**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

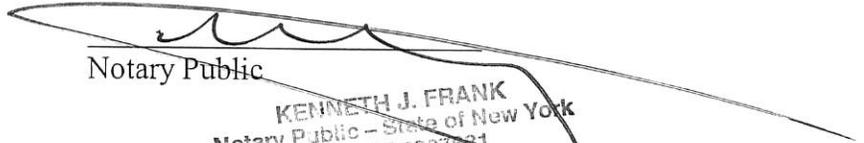
Approved as to form



Kenneth J. Frank, Esq.
Corporation Counsel

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

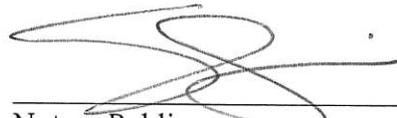
On this 11th day of August, 2020, before me the undersigned personally appeared **RICHARD DAVID**, who being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the above instrument; that he knows the seal of said City; 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 :

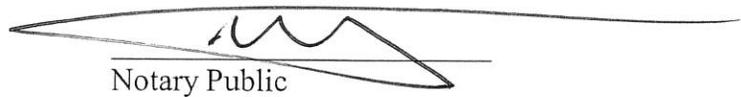
On this 3RD day of AUGUST, 2020, before me personally appeared **DANIEL EGGLESTON**, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Fire Chief of the Binghamton City Fire Department, the corporation described in and which 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 3~~RD~~ 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.

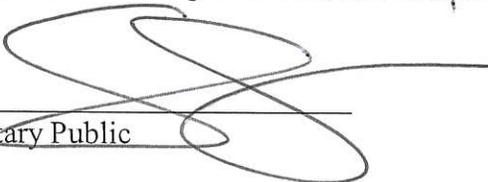
SHARON ANNE SORKIN
Notary Public - State of New York
No. 02SO6351600
Qualified in Broome County
Commission Expires December 5, 2020
STATE OF NEW YORK :
COUNTY OF BROOME : ss:
CITY OF BINGHAMTON :



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

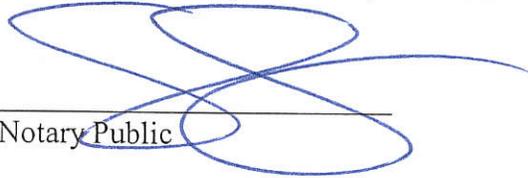


Notary Public

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 30^o 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



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Burns, Scanlon

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 2020-2021

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 2020-2021.

Legal Counsel Approval



RL 20-158

Introductory No. R20-95

Permanent No. _____



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Burns, Scanlon

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 2020-2021

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 2020-2021.



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

Date: September 9, 2020

Sponsored by Council Members: Scaringi, Resciniti, Strawn, Scanlon

Introduced by Committee: Municipal & Public Affairs

RESOLUTION

entitled

**A RESOLUTION SUPPORTING THE
BINGHAMTON POLICE DEPARTMENT AND
HONORING BINGHAMTON'S FALLEN POLICE
OFFICERS**

WHEREAS, on August 3, 1995, Patrolman Lee Barta, of the Binghamton Police Department, was shot and killed in the line of duty while searching for a work release suspect; and

WHEREAS, in its 153-year history, seven Binghamton Police Officers have been killed in the line of duty, Patrolman Alex Horvatt, Patrolman William F. McDonald, Patrolman Clarence W. Moran, Patrolman Gerald M. Tracey, Patrolman George J. Weslar, Patrolman William F. Holbert Jr., and Patrolman Lee E. Barta; and

WHEREAS, in 2019, 89 U.S. law enforcement officers were killed in line-of-duty incidents, according to the FBI; and

WHEREAS, the Binghamton Police Department was founded in 1867 and since 1993 has been an accredited agency with the New York State Division of Criminal Justice Services (DCJS), dedicated to accountability and highest standards of policing; and

WHEREAS, as the largest law enforcement agency in the Southern Tier, the Binghamton Police Department responded to 51,795 calls for service in 2019, and annually conducts thousands of hours of officer trainings, and a seven month training program for new recruits; and

WHEREAS, for many officers being a police officer is a tradition of public service and a calling passed down for generations; and

WHEREAS, through the COVID-19 pandemic, officers join other front line personnel working amidst new threats to public health and safety; and

WHEREAS, police officers are ambassadors and role models in Binghamton's schools and neighborhoods through School Resource Officer (SRO), PAL Camp and mentoring programs; and

WHEREAS, Binghamton Police officers have saved citizens in life and death situations, putting their own lives in danger; and

WHEREAS, in a 2016 open letter to America's law enforcement community, President Barack Obama wrote, "Time and again, you make the split-second decisions that could mean life

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

Date: September 9, 2020

or death for you and many others in harm's way. You endure the tense minutes and long hours over lifetimes of service. Every day, you accept this responsibility and you see your colleagues do their difficult, dangerous jobs with equal valor. I want you to know that the American people see it, too. We recognize it, we respect it, we appreciate it, and we depend on you"; and

NOW, THEREFORE, be it resolved by the Council of the City of Binghamton; that This Council publicly acknowledges its support for the commitment and sacrifices made by members of the Binghamton Police Department. This Council honors the courageous service of Binghamton Police Department's seven fallen officers, including Patrolman Lee Barta on the 25th anniversary of his death. This Council will advocate for state and federal officials to appropriate necessary resources to support and protect law enforcement, including the Leahy Bulletproof Vest Partnership. This Council will provide the tools and resources to protect citizens and officers and create a more peaceful community.