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.

TABLE OF CONTENTS

Page

Table of Contents.....2
ARTICLE 1 - Recognition.....3
ARTICLE 2 - Holidays.....3
ARTICLE 3 - Work Week and Working Condition.....5
ARTICLE 4 - Vacations.....7
ARTICLE 5 - Sick Leave.....7
ARTICLE 6 - Death Benefits.....8
ARTICLE 7 - Personal Leave.....9
ARTICLE 8 - Insurance.....10
ARTICLE 9 - Uniform Allowance.....11
ARTICLE 10 - Retirement.....11
ARTICLE 11 - Out-of-Title-Work.....12
ARTICLE 12 - Hourly Rate of Pay.....13
ARTICLE 13 - Bulletin Board.....13
ARTICLE 14 - Release Time for Association Business.....13
ARTICLE 15 - Grievances.....14
ARTICLE 16 - Contract Administration.....14
ARTICLE 17 - Fire Labor Management Committee.....15
ARTICLE 17B – Labor/Management Safety & Health Committee.....15
ARTICLE 18 - Execution.....16
ARTICLE 19 - Saving Clause.....16
ARTICLE 20 - Legislative Action Taylor Law - 204(A)1.....16
ARTICLE 21 - Term of Contract.....16
ARTICLE 22 - Retroactive Clause.....16
ARTICLE 23 - Salary.....16
ARTICLE 24 – OSHA Mandated Examinations.....18
ARTICLE 25 - Miscellaneous.....19
ARTICLE 26 - Educational Benefits.....19
ARTICLE 27 - Notification of Injury or Sickness for General Municipal Law 207-a Claims and Procedure Subsequent to Initial Determinations by the City.....19
ARTICLE 28 - Retirement Incentive.....20
ARTICLE 29 - Health Insurance Bonus.....20
ARTICLE 30 – Drug and Alcohol Policy.....21
ARTICLE 31 - Respiratory Policy.....22
AGREEMENT EXECUTION.....22

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 of 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 1st 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:

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

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

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

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

ARTICLE 30 – DRUG AND ALCOHOL POLICY

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

ARTICLE 31 - RESPIRATORY POLICY

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

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

CITY OF BINGHAMTON

Date: August 11, 2010

By: _____
Richard David, Mayor

By: _____
Daniel Eggleston, Fire Chief

By: _____
Patricia A. Keppler, 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, 2021

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

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

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

Notary Public

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

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

Notary Public

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

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, 20 20

Notary Public

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

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.

Notary Public

SHARON ANNE SORKIN
Notary Public – State of New York
No. 02SO6351600
Qualified in Broome County
Commission Expires December 5, 20 20

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, 20 20

Notary Public

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

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

Notary Public

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