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Contract Database Metadata Elements

Title: **Beacon, City of and Patrolmen's Benevolent Association of City of Beacon (2005)**

Employer Name: **Beacon, City of**

Union: **Patrolmen's Benevolent Association of City of Beacon**

Local:

Effective Date: **01/01/05**

Expiration Date: **12/31/06**

PERB ID Number: **6746**

Unit Size: **34**

Number of Pages: **36**

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FF/6749

1/1 12/31
2004, 2005, 2006

AGREEMENT

BETWEEN

THE CITY OF BINGHAMTON

AND

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

RECEIVED

AUG 23 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT, entered into this _____ day of December, 2004, 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. 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 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.

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

	<u>2004</u>	<u>2005</u>	<u>2006</u>
New Year's Day	<u>1-1-04</u>	<u>1-1-05</u>	<u>1-1-06</u>
Martin Luther King Day	<u>1-19-04</u>	<u>1-17-05</u>	<u>1-16-06</u>
Lincoln's Birthday	<u>2-12-04</u>	<u>2-12-05</u>	<u>2-12-06</u>
Washington's Birthday	<u>2-22-04</u>	<u>2-22-05</u>	<u>2-22-06</u>
Memorial Day (observed)	<u>5-31-04</u>	<u>5-30-05</u>	<u>5-29-06</u>
Independence Day	<u>7-4-04</u>	<u>7-4-05</u>	<u>7-4-06</u>
Labor Day	<u>9-6-04</u>	<u>9-5-05</u>	<u>9-4-06</u>
Columbus Day (observed)	<u>10-11-04</u>	<u>10-10-05</u>	<u>10-9-06</u>
Election Day	<u>11-2-04</u>	<u>11-8-05</u>	<u>11-7-06</u>
Veteran's Day	<u>11-11-04</u>	<u>11-11-05</u>	<u>11-11-06</u>
Thanksgiving Day	<u>11-25-04</u>	<u>11-24-05</u>	<u>11-23-06</u>
Christmas Day	<u>12-25-04</u>	<u>12-25-05</u>	<u>12-25-06</u>

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

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.

3. All holiday pay shall accumulate and be paid the first pay period in December or by December 15. This is true for all holidays except Christmas, the pay for which shall be paid the first pay date in January.

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

5. The staff officers and the Fire Lieutenant and Fire Captain regularly assigned to Fire Prevention agree to work six 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.

6. The staff officers and fire lieutenants and captain regularly assigned to fire prevention 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.

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 40 hours, in accordance with New York State Law. ~~The City will continue with biweekly pay schedules until December 31, 1999. Effective January 1, 2000,~~ Salary payments will be on a semi-monthly basis.

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 days per week.

Section 2. Effective January 1, 2005, the firefighters currently working a 10-14 work schedule (all firefighters other than Fire Administration, Fire Marshall's Office and training) will be scheduled on a 24-hour work schedule. Firefighters will not work more than 36 hours unless they have had 12 hours off.

This 24-hour schedule will expire on December 14, 2005 and the Fire Bureau will revert to the current 10-14 scheduling effective January 1, 2006 unless the parties mutually agree to

continue the 24-hour schedule, after discussions to be held during a four (4) week period between September 9, 2005 and October 9, 2005. The parties shall meet to discuss the impact of the 24-hour work schedule, during the aforesaid time period, on the overall cost, operations and efficiency of the Fire Bureau. A range of issues relative to the day-to-day operations of the Fire Bureau will be evaluated and discussed including the following:

- Overtime utilization trends and cost incurred due to factors other than vacant positions caused by retirements or resignations.
- The incident of on-the-job injuries; and
- Utilization of impact on sick leave;

Should the parties mutually agree in the September 9, 2005 to October 9, 2005 time period to change from the 10-14 work schedule to a 24-hour work schedule, the 24-hour work schedule would become effective January 1, 2006. Thereafter, a 24-hour work schedule shall become and remain the work schedule under Article 3, Section B(1). Work schedules thereafter shall be subject to change only under the contractual provisions of Article 3A, Section B(1). If the parties do not mutually agree to continue for whatever reason the 24-hour schedule by October 9, 2005, the Fire Bureau shall automatically and without further notification, negotiation, arbitration or review of any kind, revert to a 10-14 scheduling as that scheduling is identified and described in the 2002-2003 Collective Bargaining Agreement.

Firefighters working a 24-hour schedule will be paid for 48 hours of AL leave time (2 ALN plus 2 ALD) at straight time on the December 15 pay date each year in a separate check. Firefighters working a 24-hour schedule will continue to receive the remaining 4 AL days off (2 ALN and 2 ALD) in accordance with present practice. If the 24-hour schedule is discontinued, the firefighters will receive the 8 AL days in accordance with practice prior to the implementation of the 24-hour schedule.

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. In scheduling vacation, the present five (5) vacation periods per shift will be reduced to

four (4) vacation periods per shift during the 24-hour work schedule.

The parties have determined that the 24-hour work schedule shall consist of 24 hours on duty and 72 hours off duty (24/72).

The following provision shall apply under the 24-hour schedule:

<u>Vacations</u>	<u>One (1) 24-hour shift after 1 year</u> <u>Three (3) 24-hour shifts after 2 years</u> <u>Five (5) 24-hour shifts after 3 years</u> <u>Seven (7) 24-hour shifts after 4 years</u>
<u>AL Days</u>	<u>Two (2) 24-hour shifts</u>
<u>PL Days</u>	<u>One (1) 24-hour shift</u>
<u>Extra Vacation</u>	<u>One (1) 24-hour shift</u>
<u>Sick Time</u>	<u>One (1) sick day accumulated per month</u> <u>Two (2) sick days per use</u>
<u>Ambulance Duty</u>	<u>No more than 12 hours on ambulance duty and then 12 hours on line duty or break before any further ambulance duty.</u>
<u>Out-of-Title</u>	<u>The 20-day work requirement will become a 10-day work requirement under the 24-hour work schedule. Should the Fire Bureau return to 10/14 schedule at any time in the future, the 20 day work requirement shall be automatically reinstated.</u>

If the 24-hour work schedule becomes the work schedule under Article 3 Section B(1) by mutual agreement, the contract terms in the contract with respect to Vacations, AL Days, PL Days, Extra Vacation, Sick Time, Ambulance Duty and Out-of-Title pay will be modified as set forth hereinabove.

Section C. Overtime

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 time the regular hourly rate for time actually worked.

2. All authorized overtime duty in excess of scheduled weekly hours per week required of members of the Bureau of Fire shall be compensated at the rate of one and one-half time the 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 15 minutes. Firefighters held over at the end of their shift more than 15 minutes shall be paid for 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 6 minute increments.

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 hourly rate of pay with a minimum payment of three hours.

Section D. Working Rules

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.

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

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.

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.

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

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 years. The Association shall be consulted in any revision of the Rule Book.

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

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.

ARTICLE 4 - VACATIONS

Section A. Firefighters shall be granted vacation in each calendar year as follows: one (1) week after one (1) year; two (2) weeks after two (2) years; three(3) weeks after three years; four (4) weeks after four years. Vacations may be taken in four (4) consecutive weeks or, at the option of the member, other than staff officers covered by Sec. D below, as split vacation periods each consisting of two (2) weeks. Firefighters with twenty (20) years or more of service shall be granted an additional three (3) shifts of vacation. Said additional vacation shifts may or may not be consecutive. Said additional vacation time for Line Personnel shall be arranged between the individual and his Duty Chief after all others have selected their vacations. Said additional time will be selected on a seniority basis and on an as-available basis at the Chief's discretion.(The same maximum

number of personnel on vacation at a time as is presently the practice will continue.)

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) 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 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 one (1) day for each ten (10) or fourteen (14) hours scheduled work period missed because of the above injury or illness.

Section B. Any Firefighter who has been absent ten (10) different times (for any length of time per absence) over a twelve-month period may be required to visit a physician each and every time that he is absent due to illness thereafter, within the twelve-month period in which he has ten (10) different absences, and to provide at their own expense, a written statement from the physician to his supervisor, upon returning to work. For example, each illness absence of consecutive days, or one (1) day shall be considered one (1) illness absence. Employees who do not provide such slips will not be permitted to

return to work until they provide such slips and such an absence shall be considered unauthorized leave. In addition, anyone who is absent for four (4) or more consecutive work days shall be required to consult a physician upon returning the work. The Fire Chief retains the right to exercise his prerogatives as provided for in the City of Binghamton's Code, Section 2-184, in cases of abuse.

Section C. Maximum accumulated sick time for pay out purposes, upon retirement or leaving the City's service in good standing, is set at one hundred fifty (150) days with maximum pay out set at seventy five (75) days through December 30, 2005. Effective December 31, 2005, maximum accumulated sick time for pay out purposes, upon retirement or leaving the City's service in good standing, will be set at one hundred and fifty (150) days with maximum pay out set at two-thirds of accumulated days up to a maximum pay out of 100) days. For example, an eligible employee with 150 accumulated days would receive a payment of 100 days pursuant to this paragraph. Such payment will be made within thirty (30) days of retirement or leaving service. Payment shall be at the hourly rate set forth in this agreement.

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 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 with fifteen or more years of service, one-half of his or her unused accumulated sick time up to a maximum of one hundred seventy five (175) accumulated days with a maximum pay out of eighty seven and one-half (87.5) days through December 30, 2005. Effective December 31, 2005, two-thirds of up to one hundred fifty (150) accumulated sick days will be paid to a maximum pay out of one hundred (100) days. For example, an eligible surviving spouse, beneficiary or the estate of a

firefighter with one hundred fifty (150) accumulated days would receive a pay out of one hundred (100) days. Such payment shall be made within thirty (30) days of termination of employment because of death. Payment shall be at the hourly rate set forth in this agreement.

ARTICLE 7 - PERSONAL LEAVE

One ten (10) hour and one (1) fourteen (14) hour personal leave day per year 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. Requests for such leave shall be made twenty-four (24) hours in advance, except in cases of a member's emergency. Leave must be approved by the Duty Chief, whose approval shall not be unreasonably withheld. Personal leave days shall not be cumulative.

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 consist of the firefighter's spouse, son, daughter, mother, father, sister or brother, grandparents and grandchildren, mother-in-law, father-in-law, stepson and step daughter. Said emergency time off shall be at the discretion of the Chief, or designee. Members may also be granted two (2) hours off duty for the visiting of the sick member of his immediate family as described above.

Time off shall be granted a member in case of death in his immediate family, as described above; and four (4) hours off duty shall be granted to attend the funeral of his relatives not herein provided.

In case of extreme emergency, additional time off duty shall 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 designee.

The first two requests for personal leave shall be granted subject to the discretion of the Duty Chief.

ARTICLE 8 - INSURANCE

The City will provide the Blue Cross/Blue Shield of Central New York Option 4 Plan; Dental Program Basic Coverage Schedule of Allowances Schedule A; the Supplemental Basic Benefits Rider Schedule of Allowances Schedule A; the Periodontics Benefits Rider Schedule A; the Orthodontic Benefits Rider Schedule A; and the Blue Cross/Blue Shield Vision Expense Schedule of Allowances Schedule A.

The City shall continue to pay 90% of the cost of all premiums of the aforesaid health insurance plan in 2004, 2005 and 2006. The employee shall continue to pay 10% of the annual premium in equal semi-monthly installments for the years 2004, 2005 and 2006. 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.

~~Effective January 1, 2003, the aforesaid plan shall be modified to increase the annual deductibles from the current \$50/\$150 to \$100/\$300 and the annual stop-loss maximum under the major medical component shall be increased from the current \$2,000 to \$3,000.~~

The aforesaid plan was modified effective January 1, 2003 to increase the annual deductibles from \$50/\$150 to \$100/\$300 and the annual stop-loss maximum under the current major medical component was increased effective that date from the current \$2000 to \$3000.

The City agrees to continue to pay 90% of the cost of the Blue Cross/Blue Shield Option 4 Plan. Individual firefighters participating in the BC/BS Blue Point Plan shall contribute the difference between the cost of the BC/BS Blue Point Plan and the City's contribution of 90% of the Blue Cross/Blue Shield Option 4 Plan.

~~If any firefighter has prescription expenses for himself and/or his family after the insurance allowance provided for in the aforesaid plan in excess of \$40.00 per month, said expense~~

~~will be reimbursed from the City Insurance Fund through December 31, 2002, when it will cease effective January 1, 2003.~~

Reimbursement of prescription expenses for firefighters and/or his family after the insurance allowance in excess of \$40.00 per month from the City Insurance Fund ceased effective January 1, 2003.

Enrollment in the BC/BS Blue Point Plan shall be limited to thirty five members on a first come first served basis.

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.

ARTICLE 9 - UNIFORM ALLOWANCE

Section A. The City shall pay \$900.00 per unit member and \$1,175 for new hires in their first year. New hires employed between January 1st and June 30th will receive \$1,175. 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.

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 designee, a union designee and the City's Director of Purchasing.

Section B. There shall not be any change in the type of uniforms or work clothes presently used during the term of this contract 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. Those members of the Bureau of Fire hired on or after July 1, 1973, shall be governed by the plan outlined below as modified by the requirements of the applicable State Statutes now in effect. The City will make no attempt to exclude or block application of Section 375-i to 207-a firefighters. The Plans consist of:

1. One 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 year one-half pay retirement.

3. Twenty-five year one-half pay retirement with 1/60th added for each additional year of service.

4. Twenty year one-half pay retirement.

5. The provisions of New York Retirement and Social Security Law, Section 375-i (the improved career plan).

Section B. Effective January 1, 2000 at the Firefighters option, with 60 days written notice to the City, the City will by appropriate action, adopt the additional retirement option, once adopted by the New York State Legislature which provides for calculation of Final Average Salary (FAS) for Tier II Firefighters in the same manner that FAS is calculated for Tier I Firefighters. The proportionate one-year past service cost and any rate increase in that year caused solely by the adoption of this new option in year 2000, shall be subtracted from the second year raise (4%). This assumes a 10 year amortization schedule. For example: If the Tier II FAS is adopted for the year 2000 of the contract and the past service cost is \$950,000, that past service cost will be amortized over ten years so that the year 2000 cost would be \$95,000. That amount would be subtracted from the negotiated 4% raise for that year. Additionally, if the adoption of the aforesaid Tier II FAS benefit results in a rate increase solely as a result of the adoption, that increase would also be subtracted from the negotiated 4% raise for year 2000, unless the increase does not occur until the year 2001. In that case, the adjustment will be made in the year 2001. If the

adoption of the aforesaid plan results in a decrease in the cost of the retirement plan for the City of Binghamton, said decrease would be added to the 4% raise in the year 2000 or the year 2001, depending on which year the decrease occurs. If Tier II FAS is adopted for the year 2000 and the one year past service cost is subtracted in the year 2000 from the 4% raise, there would be no adjustment in the year 2001 negotiated 4% increase for amortized service credit. If the Tier II FAS plan was adopted in the year 2001, the negotiated wage increase for year 2001 would be adjusted to reflect one year of the 10 year amortization past service cost and any rate increase caused solely by the adoption of the new FAS option. The parties recognize that the City has adopted one year averaging of final salary in accordance with Article 8, Section 309(9)(d) and Section 443(f) of the Retirement and Social Security Law of the State of New York.

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 shall be compensated at the next higher rate of pay of the higher classification after working in such higher classification more than twenty (20) days. If such work must be performed in a lower classification, in no case shall the Firefighter be compensated less than his regular established rate of pay. Twenty (20) days means twenty (20) working days.

Section B. If any employee covered by this Agreement who is working and being paid out-of-title pay, becomes sick and has accumulated sick leave, he will receive up to three sick leave days at the out-of-title pay rate. If said employee continues on sick leave beyond three working days, his sick leave pay will be calculated at the old rate. Upon return of said employee from sick leave to the out-of-title position, he will be immediately returned to his out-of-title pay rate.

Section C. If a member works out-of-title for less than a complete work shift, the member will be credited as follows:

1. A minimum of one-half (1/2) shift out-of-title credit if actual time worked out-of-title is less than one-half of a work shift but more than one hour.

2. A complete shift of out-of-title credit, if actual time worked out-of-title is more than one-half of a work shift.

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

ARTICLE 12 - HOURLY RATE OF PAY

The hourly rate of pay shall be calculated on the basis of the regular work week, as set forth in Article 3, Section A. WORK WEEK, of this Agreement for overtime purposes (40 hours times 52 weeks = 2,080 hours in a work year).

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 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.

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.

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, 2004, and the expiration date will be December 31, 2006.

ARTICLE 22 - RETROACTIVE CLAUSE

The parties agree that the provisions of this Agreement, unless otherwise expressly stated herein, will be retroactive to January 1, 2004.

ARTICLE 23 - SALARY

Section A. The base salary for all positions covered by this Agreement shall be derived from the base salary of a Firefighter 1st Grade (more than 36 months).

	<u>1/1/04</u>	<u>1/1/05</u>	<u>7/1/05</u>	<u>1/1/06</u>
	<u>2%</u>	<u>2%</u>	<u>2.5%</u>	<u>3.5%</u>
1st Assistant Chief	\$63,678	\$64,952	\$66,576	\$68,906
Fire Marshall	\$63,678	\$64,952	\$66,576	\$68,906
2nd Assistant Chief	\$61,318	\$62,544	\$64,108	\$66,352
Fire Training Inst.	\$61,318	\$62,544	\$64,108	\$66,352
Fire Captain	\$54,244	\$55,329	\$56,712	\$58,697
Fire Lieutenant	\$51,884	\$52,922	\$54,245	\$56,144
Firefighter, 1st (more than 36 mths)	\$47,170	\$48,113	\$49,316	\$51,042
Firefighter, 2nd (24-36 months)	\$43,866	\$44,743	\$45,862	\$47,467
Firefighter, 3rd	\$40,093	\$40,895	\$41,917	\$43,384
Firefighter, Probationary - (less than 12 months)	\$35,376	\$36,084	\$36,986	\$38,281

Section B. Upgrading of Firefighters is to take effect on their anniversary dates.

Longevity:

8 years	\$550
15 years	\$550
20 years	\$450

Section C. In 2002 and continuing, employees covered by this Agreement, including 207-a Firefighters, shall have their base salary increased for longevity purposes by Five Hundred Fifty Dollars (\$550.00) after they have served eight or more continuous years in the Binghamton Bureau of Fire, an additional Five Hundred Fifty Dollars (\$550.00) after they have served fifteen (15) or more continuous years and an additional Four Hundred Fifty Dollars (\$450.00) after they have served twenty (20) or more continuous years in the Binghamton Bureau of Fire.

Section D. Firefighters 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 members per shift. This Section shall not apply to ALS personnel who are compensated pursuant to Section F below.

Section E. Firefighters who voluntarily serve the Bureau of Fire as Emergency Medical Technician Instructors shall be compensated at an additional twenty-seven dollars and eight cents (\$27.08) per pay period (semi-monthly).

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

Section F. Upon satisfactory completion of the New York State Health Department Paramedics course and receipt of certification, a Firefighter participating in the ALS Program shall receive an adjustment equal to 5% of their base salary. This 5% adjustment shall be added to base salary for all purposes including overtime compensation, social security and retirement and paid in semi-monthly installments.

ARTICLE 24. OSHA MANDATED EXAMS

Firefighters shall be entitled to applicable OSHA-mandated exams and physicals (i.e. respirator fitness exams and hazmat physicals) and the cost of such exams and physicals shall be borne by the City. Such exams shall be completed by July 1st 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 recommendation, if any. Tuition payments by the employer will not be made in excess of Two Thousand Dollars (\$2,000.00) per year. Effective January 1, 2003, the total annual expenditure made by the City shall be increased from the current \$2,000.00 to \$5,000.00 and courses eligible for

reimbursement under this Article shall be limited only to courses necessary for the firefighter to fulfil the necessary course work for an Associates' 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.

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 \$4,000.00.

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 or her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his or her status as a Firefighter; and whether a Firefighter shall forfeit his 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 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 or her regular duties; whether the Firefighter is able to perform specified types of light duty consistent with his or her status as a Firefighter; and whether a Firefighter shall forfeit his 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 year after initially becoming eligible for retirement will receive a payment of Two Thousand Dollars (\$2,000.00). 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 \$100 for each year in service or fraction thereof up to the maximum payment of \$2,000.

ARTICLE 29 - HEALTH INSURANCE BONUS

Members who elect not to receive, or who are not receiving the health insurance program provided through this contract shall be entitled to a semi-monthly payment of One Hundred Eight Dollars and Thirty Three Cents (\$108.33). If said members are

eligible for individual coverage, the aforesaid payment to be made on a semi-monthly basis will be pro-rated. In order to be eligible for this payment, the member shall provide satisfactory proof to the City of alternative health insurance coverage.

In the event that such member ceases to be eligible for continued coverage under his or her alternative health insurance, or the member requests to rejoin the plan provided by this contract, the semi-monthly payment shall cease. However, the City shall pay such employee an amount not to exceed the semi-monthly cost of the plan, provided by this contract directly to the employee for the purpose of continuing said member's alternative health insurance under a conversion contract until said employee rejoins the plan provided under this contract.

ARTICLE 30 - DRUG AND ALCOHOL POLICY

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

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

Date: 1/28/05

CITY OF BINGHAMTON

By: 
Richard A. Bucci, Mayor

Attested

BINGHAMTON FIREFIGHTERS
LOCAL 729, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: John M. Janos
John Janos, President

By: Michael Bolles
Michael Bolles, Secretary

By: Samuel Santoni
Samuel Santoni, Treasurer

By: Richard Giles
~~Jerry Marinich~~, Richard Giles
Insurance Chairman

Approved as to form

Gregory J. Poland
Gregory J. Poland
Corporation Counsel

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

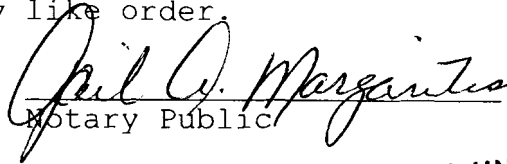
On this 28 day of January, ~~December~~, ~~2004~~, 2005, before me the undersigned personally appeared RICHARD A. BUCCI, who being by me duly sworn, deposes and says: That he is the Mayor of the City of Binghamton, the municipal corporation named in and which executed the above instrument; that he knows 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.

Lesley A. Cornwall
Notary Public

LESLEY A. CORNWALL
Notary Public, State of New York
No. 01005013118
Qualified in Broome County
Commission Expires 7/5/07

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

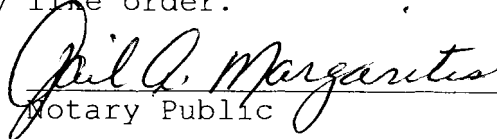
On this 8 day of ~~December~~, ^{February} ~~2004~~, ²⁰⁰⁵, before me personally came John Janos, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the President of the Binghamton Firefighters Local 729, the corporation described 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.


Notary Public

GAIL A. MARGARITIS
Notary Public, State of New York
No. 01MA6061026
Residing in Broome County
My commission expires July 9, 20 07

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

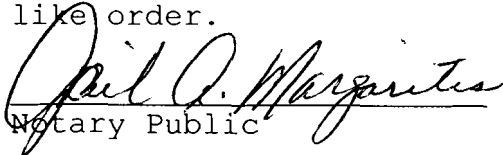
On this 8 day of ~~December~~, ^{February} ~~2004~~, ²⁰⁰⁵, before me personally came Michael Bolles, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Secretary of the Binghamton Firefighters Local 729, the corporation described 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

GAIL A. MARGARITIS
Notary Public, State of New York
No. 01MA6061026
Residing in Broome County
My commission expires July 9, 20 07

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

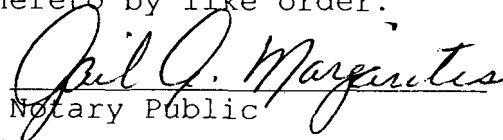
On this 8 day of ^{February} ~~December~~, ²⁰⁰⁵ ~~2004~~, before me personally came Samuel Santoni, to me personally known who, being by me duly sworn did depose and say that he resides in Binghamton, New York; that he is the Treasurer of the Binghamton Firefighters Local 729, the corporation described 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.


Notary Public

GAIL A. MARGARITIS
Notary Public, State of New York
No. 01MA6061026
Residing in Broome County
My commission expires July 9, 20 07

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

On this 8 day of ^{February} ~~December~~, ²⁰⁰⁵ ~~2004~~, before me personally came ^{Richard Lopez} ~~Jerry Marinich~~, 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

GAIL A. MARGARITIS
Notary Public, State of New York
No. 01MA6061026
Residing in Broome County
My commission expires July 9, 20 07