

AGREEMENT

BETWEEN

CITY OF HORNELL

AND

HORNELL FIREFIGHTERS ASSOCIATION LOCAL 835

APRIL 1, 2019 TO MARCH 31, 2027

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**AGREEMENT
PREAMBLE**

CITY OF HORNELL
AND
HORNELL FIREFIGHTERS ASSOCIATION LOCAL 835

AGREEMENT made this 1st day of April, 2019, by and between the City of Hornell, New York, hereinafter designated as the "Employer," "Governing Body," or the "Hornell Fire Department," and the Hornell Firefighters Association, hereinafter designated as the "Association."

WHEREAS, the parties hereto desire to promote a harmonious and cooperative relationship between them in accordance with section 200 of the Civil Service Law;

IT IS MUTUALLY AGREED AS FOLLOWS: The individual members of the Hornell Fire Department are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- ASSOCIATION : Shall mean the recognized employee organization known as the Hornell Firefighters Association, Local 835, I.A.F.F.
- EMPLOYEE : Shall mean Fireman below the rank of Assistant Chief
- CITY : Shall mean the City of Hornell, New York
- EMPLOYER : Shall mean the City of Hornell, New York and/or any part of the management thereof
- GRIEVANCE : Shall mean any dispute between the Association and/or individual employee and the City with respect only to the meaning or interpretation of a provision of this Agreement

ARTICLE I

SECTION 101. RECOGNITION:

The City recognizes the Hornell Firefighters Association, Local 835, I.A.F.F, as the sole and exclusive bargaining agent for all Firefighters, and Fire Captains in the Hornell Fire Department in collectively negotiating the terms and conditions of their employment and for the settling of grievances and disputes arising concerning the interpretation or application of this contract.

ARTICLE II

SECTION 201. DURATION – LENGTH OF CONTRACT:

It is mutually agreed that the provisions of this Agreement shall remain in effect from April 1, 2019 to March 31, 2027.

SECTION 202. CONTINUATION OF AGREEMENT:

In the event that a new agreement has not been negotiated by the expiration date of this agreement, this agreement shall continue in full force and effect until such time as a new agreement is executed, except that the City shall not encumber any additional wage increases or additional health plan costs during the period from the expiration date of this agreement until such time as a new agreement is executed.

ARTICLE III

SECTION 301. NO STRIKE AFFIRMATION:

The Association affirms, pursuant to Section 207, Paragraph 3, of the Taylor Law, that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE IV

SECTION 401. ASSOCIATION RIGHTS:

The City extends the following rights to the Association:

- A: Upon receipt of proper written authorization, the City shall deduct monthly dues, on a pro-rata basis and shall remit the monies collected to the Association not later than the 15th of each month. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss, or damages incurred as a result of this article.

All deductions under this Article shall be subject to revocation under Section 93-b of the General Municipal Law, as amended by the employees who executed such assignments, and the Association's by-laws, upon giving written notice to that effect. Such notice shall be given to the Association, and the City's appropriate fiscal official shall thereafter cease withholding any monies whatever under such check-off authorization.

Assignees shall have no right to interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deduction and upon forwarding a check in the payment such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee assignors and to the assignees under such assignments.

- B. To unchallenged representation status for the duration of this agreement.
- C. The Association shall have the right to post notices and communications on departmental bulletin boards.
- D. Employees who are designated by the Association to adjust grievances or assist in the administration of this Agreement will be permitted a reasonable amount of free time to fulfill these responsibilities.
- E. Employees elected to Union Offices shall be granted time to perform their Union functions, including attendance at conventions, conferences, seminars, and District meetings without loss of pay or leave time. This time shall be limited to a maximum of one man at any one time, the Chief shall be notified at least 5 days prior to such release time request.
- F. The City will grant release time without loss of pay or leave time, not to exceed two representatives of the Association at any one time to participate as a member of the negotiating committee and/or Fire Labor Management Committee to conduct Association business pursuant to this agreement.

SECTION 402. CITY AFFAIRS:

- A. The provisions of this agreement shall be expressly limited to salaries, benefits and other conditions of employment of the paid Fire Department employees of the City and shall not be construed to restrain or limit the City in the full and absolute management of its affairs, except as modified by the provisions of this Agreement or any subsequent Agreement on working conditions agreed to by both parties.
- B. All employees of the Hornell Fire Department hired after April 1, 1993 will become residents of the City of Hornell within 6 months after permanent appointment.

SECTION 403. VOLUNTARY ACT:

It is mutually understood and agreed that every employee now and hereafter in the Fire Department, may at his will and discretion, join such Association in accordance with Section 202 of the Taylor Law.

ARTICLE V

SECTION 501. ATTRITION:

It is mutually understood and agreed by the City and the Association that any reduction in the present Fire Department personnel shall be by attrition.

ARTICLE VI

SECTION 601. GRIEVANCE AND ARBITRATION PROCEDURES:

For the purpose of this agreement, disputes shall be subject to the grievance procedure as outlined below.

A dispute concerning the application and/or interpretation of the grievance procedure including arbitration.

SECTION 602. STEPS:

STEP 1. The employee, and/or the Association's representative shall present the grievance orally to the employee's immediate supervisor within 10 working days after the employee knew or should have known of the grievance.

The immediate supervisor shall meet with the parties involved and take all necessary steps to insure a proper disposition of the grievance made.

The supervisor must reply to the employee and/or his Associations representative within five workdays after the presentation of the grievance.

STEP 2. In the event the grievance is not resolved in Step 1, the employee and/or his Association may appeal, in writing, to the Chief of the Fire Department within five workdays after the denial in Step 1 was made or should have been made.

The written grievance shall contain specific reference(s) to the section of the Agreement, which the employee and/or his Association's representative feels has been violated and a description of the grievance and the relief sought. The decision on the written appeal must be made within five work days of receipt of the written appeal.

STEP 3. In the event the grievance has not been satisfactorily resolved in Step 2 hereof, an appeal may be made by the Association, in writing, to the Board of Public Safety within 10 work days of the receipt of the decision from Step 2. The Board of Public Safety shall meet with the Association's Grievance Committee for a review of the grievance within 10 workdays of the receipt of the written appeal and shall issue a written decision within 10 workdays following the meeting.

STEP 4. Only the Association President or his designee may bring an appeal from an unsatisfactory decision at Step 3 and a demand for arbitration. Arbitration may be resorted to only when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

- A. A demand for arbitration shall be initiated by the Association serving upon the Employer, a notice in writing of its intent to proceed to arbitration. Such intent must be filed within 15 workdays after receipt of the Step 3 decision. The parties shall utilize the procedures for obtaining and selecting an arbitrator that are provided by the Public Employment Relations Board.
- B. Said notice shall identify the provision of the Agreement, the employee(s) involved, a copy of the grievance(s) and the relief sought.
- C. The Arbitrator shall not add to, subtract from, or modify the provisions of the Agreement. The Arbitrator shall confine his/her decision solely to the application and/or interpretation of this Agreement.
- D. The decision or award of the Arbitrator shall be final and binding to the extent permitted by, and in accordance with the applicable law and this Agreement. The Arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to them.
- E. The fees and expenses of the Arbitrator shall be borne equally between the parties. Each party shall bear the cost of preparing its own case.
- F. The Arbitrator selected shall issue his/her decision within 30 calendar days of the hearing.
- G. In the event of a disagreement existing regarding the arbitrability of an issue which the Association wishes to submit to arbitration, the Arbitrator shall have the authority to determine whether or not the issue in dispute is arbitral under the expressed terms of this Agreement. Once a determination that a dispute is arbitral has been made, the Arbitrators shall proceed to determine the merits of the dispute submitted to arbitration.

SECTION 603. TIME LIMITS:

All of the time limits in this Article may be extended or altered by mutual written agreement. Failure to comply with the time limits in Section 602 by the Association will result in the forfeiture of its right to continue with the grievance. Failure by the City to comply with the time limits will result in agreement with relief sought.

SECTION 604. EXPEDITE GRIEVANCE:

If both the City and the Association mutually agree in writing, any grievance may be presented initially or moved immediately to Step 3, to the Board of Public Safety. The 10 work day provision of Step 3 for filing shall apply from the date of the written mutual agreement.

SECTION 605. 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, training, health and safety, productivity, but not to include amendment to this agreement.

This Committee shall be limited to 3 Association members, on their representatives, and 3 management members. This Committee shall meet at the request of either party, but not more than once every month, unless mutually agreed upon. Any decision of the Fire-Labor Management Committee shall be in writing.

ARTICLE VII: EMPLOYEE BENEFITS

SECTION 701. SAFETY:

- A. It is understood and agreed that the Employer and the Association shall at all times fully cooperate in all matter of safety, health, and sanitation affecting the employees of the Fire Department. All action necessitated in the above-mentioned matters must be with the approval of the governing body.
- B. The Employer shall provide every member of the Fire Department with turnout gear that is approved by NFPA and OSHA Standards.
- C. It is understood and agreed that the Employer will replace turnout gear when worn out, destroyed or damaged in the performance of duty, in the judgment of the Chief.
- D. There shall be a Health and Safety Committee during the term of this Agreement. The Health and Safety Committee shall consist of 2 representatives appointed by the Association and 2 representatives appointed by the City. This Committee shall meet within 48 hours upon call by the Mayor of the City or the President of the Association. There shall be no quorum of this Committee as long as at least 1 of the

2 representatives appointed by the Association and 1 of the 2 representatives appointed by the City are present at a scheduled meeting. A decision by the Health and Safety Committee shall be in writing.

SECTION 702. HEALTH PLAN:

All employees hired before April 1, 2016 pay 10% of the cost of the Excellus Blue Cross Blue Shield health insurance plan premium. Employees hired on or after April 1, 2016 will pay 20% of the cost of the Excellus Blue Cross Blue Shield health insurance plan premium.

The Lifetime Benefit Solutions or its equivalent dental plan will be available to all employees.

The City with written mutual agreement of the Association may change health and/or dental insurance carriers as long as the provision of the alternate carrier is equal to or greater than the current health insurance plans.

If an employee elects not to be covered under the health/dental insurance coverage provided by the City, the City will pay \$1200.00 per year to the employee as an insurance buy-out. To be eligible for the buy-out, the employee must show record of coverage by other suitable health/dental insurance.

SECTION 703. OFF DUTY ILLNESS AND INJURY INSURANCE:

- A. All full time employees having completed 30 days of continuous service with the Fire Department who are absent from duty because of sickness or off duty injury shall be granted 30 calendar days of sick time at full pay, beginning with the first day of absence. The City shall carry in full force and effect insurance coverage providing each employee, absent beyond the 30 days, 70% of his gross salary for a period of absence not to exceed 52 weeks thereafter.
- B. All full time employees having completed 10 years of service with the Fire Department who are absent from duty because of sickness or off duty injury shall be granted 120 calendar days of sick time at full pay, beginning with the first day of absence. The City shall carry in full force and effect insurance coverage providing each employee, absent beyond the 120 days, 70% of his gross salary for a period of absence not to exceed 9 months thereafter.
- C. Employees shall pay \$1.22 each pay period towards this off duty illness and injury insurance.
- D. Any employee who is absent beyond three (3) days shall have the illness or injury verified by a Doctor's certificate. Members who fail to produce a Doctor's certificate by the fourth day will forfeit sick time, unless that member has the expressed permission of the fire chief to produce the Doctor's certificate at a later date.

- E. Compensation for unused sick time during a fiscal year shall be as follows:

Use 0 sick days — receive 3 compensatory days

Use 1 sick day — receive 2 compensatory days

Use 2 sick days — receive 1 compensatory day

These compensatory days off will be available during the next fiscal year and may be taken as whole or half days.

SECTION 704. DEATH BENEFITS:

- A. The City shall provide each member with an accidental death benefit as defined in Section 208-B of the General Municipal Law as added by Chapter 882 of the Laws of 1958 now in effect.
- B. New York State Retirement guaranteed minimum death benefit, Section 360-B shall remain in effect.

SECTION 705. SENIORITY LIST:

The Employer with assistance from the Fire Chief or Assistant Chief shall maintain a seniority list of all employees of the Fire Department. This list shall be available to the Association upon request.

SECTION 706. LEAVE TIME:

- A. **BEREAVEMENT LEAVE:** All members of the Association shall be granted, without loss of pay or leave time, 3 working days due to death in the employee's immediate family. Immediate family shall mean: Spouse, natural parents, foster parents, step parents, child, brother, sister, father-in-law, mother-in-law, foster child, grandchild, or any other person that is permanently living in the household for a period of one year or more.

All members of the Association shall be granted, without loss of pay or leave time, 1 working day for the death of a brother-in-law, sister-in-law, aunt, uncle, first cousin, grandmother, grandfather, spouse's grandmother, grandfather, aunt or uncle, or a relative permanently living in the household.

This leave time is to be used for proceedings before, during, and after the funeral of the above mentioned family members.

- B. **EXTENDED LEAVE OF ABSENCE:** An extended leave of absence may be granted by the Board of Public Safety if the requesting member has made the request in writing and presented it at least 10 days prior to the effective date of leave.
- C. **TRADING TIME:** Employees covered by this agreement shall have the right to trade time with other employees with the approval of the Fire Chief or his designee.

Trading time is available after all other leave time has been expended by the employee requesting the trade. If an employee fails to show up for a shift he has agreed to work for another employee, the employee who fails to meet his obligation shall lose his trading privileges for a period of 6 months.

SECTION 707. PERSONAL LEAVE TIME:

Employees shall be entitled to 4 personal leave days with full pay each fiscal year. These days may be taken as whole days, 07:30 to 17:30, or 17:30 to 07:30, or as half days, 07:30 to 12:30, 12:30 to 17:30, 17:30 to 00:30, or 00:30 to 07:30. Half days may not be taken in the middle of the shift nor are they permitted on Holidays. These days must be approved by the Captain or Acting Captain of the shift on which they are to be taken. Anyone taking half days will report fit for duty at the appropriate time.

SECTION 708. HOLIDAYS:

- A. There shall be 10 legal holidays as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day (observed day — last Monday in May), Independence Day, Labor Day, Columbus Day (observed day — second Monday in October), Veteran's Day, Thanksgiving Day, Christmas Day. New employees hired after April 1, 2015 shall receive holiday pay for 5 holidays.
- B. If an employee is scheduled to work, and works a full shift on one of the above-mentioned holidays, he shall receive his choice of compensatory time off, or pay. Also, if an employee is off duty due to vacation, personal day, sick day, or otherwise not working that holiday, the Firefighter hired to replace him will receive the holiday pay and his regular daily rate for that day or compensatory time off for that day, at his choice. This also applies to a Firefighter who works his regularly scheduled shift day off.
- C. Notwithstanding any other provision of this agreement there shall be a holiday pay accorded each member of the Fire Department providing for 10 days to be paid each employee on the last payday of November. Pay for these 10 days shall be on the basis of 10 hours per day.
- C1. Employees hired after April 1, 2015 shall be paid for 5 holidays on the last pay of November. Pay for these 5 days shall be on the basis of 10 hours per day.

SECTION 709. VACATIONS:

- A. Annual vacation leave shall be granted employees as follows:
 - 1. Upon completion of one year of service — 2 weeks (8 shifts)
 - 2. Upon completion of 5 years of service — 3 weeks (12 shifts)
 - 3. Upon completion of 12 years of service — 4 weeks (16 shifts)
 - 4. Upon completion of 19 years of service — 5 weeks (20 shifts)
(5th week does not apply to anyone hired after 4/1/2015)

- B. A week's vacation is equivalent to 4 shifts. A shift is either a 10-hour day or a 14-hour night. Vacation days may be taken as day shifts, night shifts, or a combination of days or nights for a total of 4 shifts per week. Vacation time is to start with the employee's tour of duty. Vacation may be taken one day or one night at a time, at the discretion of the employee, with advance notice.
- C. Vacations will be taken by Seniority, based on shift assignment and may be selected by the employee at his discretion.
- D. Vacation time not used during the fiscal year cannot be carried over into the next year. Unused vacation time will be paid to the employee at the regular rate of pay for the first five (5) days, and 75% of the regular rate of pay for anytime past the first five days, on the first pay period of the new fiscal year.

SECTION 710. LONGEVITY:

Employees shall receive the following longevity increases:

- Upon completion of 10 years' service \$900.00
- Upon completion of 15 years' service \$1,200.00
- Upon completion of 19 years' service \$2,000.00

SECTION 711. INCREMENTS AND SALARIES:

Salary increases will be:

2019-2020	0%
2020-2021	1.5%
2021-2022	2%
2022-2023	2.5%
2023-2024	2.5%
2024-2025	2.75%
2025-2026	2.75%
2026-2027	3%

Salaries and increments for employees. Employees who are in the steps shall be given the increase April according to the last year of the contract if no contract settlement has been reached.

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Start	31452	31924	32562	33376	34210	35151	36118	37202
1	35450	35982	36701	37619	38559	39619	40709	41930
2	39450	40042	40843	41864	42910	44090	45302	46661
3	43445	44097	44979	46103	47256	48556	49891	51388
4	47446	48158	49121	50349	51608	53027	54485	56120
5	51445	52217	53261	54593	55958	57497	59078	60850
6	55443	56275	57401	58836	60307	61965	63669	65579
Captain	60478	61385	62613	64178	65782	67591	69450	71534

Employees hired before April 1, 2010 shall receive longevity payments as part of their regular salary of \$8,000 per year for their 18th and 19th years of service with the City. Employees hired before ratification of this Agreement but on or after April 1, 2010 will be entitled to longevity payments of \$8,000 as part of their regular salary for the 19th year of service with the Department. Employees hired after the date of ratification of this agreement will not be entitled to receive such a longevity payment.

SECTION 712. METHOD OF PAYMENT:

The Association agrees to the salary deposit plan whereby employees will be paid bi-weekly by having their salary deposited in the bank of the City's choice in a checking account in the employee's name. Any other compensation agreed to in this contract will be paid bi-weekly or as a lump sum payment as specified by the employee, on or before March 15 of the previous contract year. Lump sum payments will be in a separate check from the employee's regular bi-weekly check.

SECTION 713. RETIREMENT:

- A. The City shall provide members of the Fire Department with the following Non-Contributory Retirement Plans:
 - 1. Section 384. 25 Year Retirement Plan
 - 2. Section 375g. 25 Year Career Plan
 - 3. Section 375i. 25 Year Improved Career Plan
 - 4. Section 384d. 20 Year Retirement Plan

- B. Final average salary shall be based upon earnings during the last 12 months of employment (Section 302(9)(d)).

SECTION 714. RETIREES HEALTH INSURANCE:

- A. Upon retirement, the City shall pay 50% of the employee's health insurance and 35% of dependent coverage. If upon retirement there is only the employee and spouse with no other dependents, two individual plans will be issued where applicable. In

the event of the death of the retired employee, the City will continue its 35% contribution for dependent coverage, individual or family as may be elected by the surviving spouse. In the event the surviving spouse becomes eligible for coverage elsewhere, either through remarriage or employment, the City's contribution shall cease. It is understood and agreed that the surviving spouse, upon becoming eligible for coverage elsewhere, will notify the City immediately.

- B. The family of an employee who dies while on duty will be eligible for continuation of the City Group Health Insurance Plan at 35% premium contribution by the City.

SECTION 715. EDUCATIONAL BENEFITS:

The Mayor and the Board of Public Safety may, upon request of the Fire Chief, grant permission for firemen to attend short term courses of job-related instruction, the City will pay fees and the cost of instructional material.

- A. The City may, with approval of the Mayor and the Board of Public Safety and upon request of the Fire Chief, grant permission for employees to enroll in job related college courses.
- B. Upon presentation of evidence indicating successful completion of such job related courses, the employee will be reimbursed 75% of the tuition cost if the grade is "C" or better.
- C. Employees shall be compensated for the successful completion of mandatory schooling on off duty time at 1-1/2 times the employee's regular rate of pay. This time is to include travel time to and from school. This compensation shall be taken in salary.
- D. The use of personal vehicle to attend any schooling or training that is mandatory will be reimbursed at the IRS rate for mileage for that contract act year.

SECTION 716. TORT LIABILITY ACTIONS:

In the event an employee of the Fire Department shall become a defendant in any suit or course of action brought against him as the result of the performance of his duties, the City shall provide such employee with a defense Attorney without cost to the employee.

SECTION 717. AWARD FOR DAMAGE:

In the event an award is granted as the result of such action, the award shall be borne by the City.

SECTION 718. OVERTIME:

- A. If because of an emergency call back, either by telephone or pagers, or because of a hold over due to fire, ambulance run, mutual aid, conflagration, cancelled ambulance trip, or other emergency, all members called in or held over shall be paid

1-1/2 their regular hourly rate of pay. A minimum of 1 hour will be paid and it will be paid as salary.

B. Definitions:

1. Emergency Call Back: When a member is called back to duty outside of his regular scheduled tour of duty.
2. Hold Over: When an employee is held over more than 15 minutes beyond his regular time of relief.

SECTION 719. HOURS OF DUTY:

- A. Employees of the Fire Department will work a 4 platoon system.
- B. For purposes of providing contractual compensatory time as set forth herein, the work week will be based on a 42-hour basis. There will be 10-hour day shifts and 14-hour night shifts.
- C. Compensatory time off will be granted each member of the Fire Department for any hours worked in excess of 40 hours in any week.
- D. Compensatory time shall be taken during the 10-hour day shift, and be compensated in salary, comp time or a day at the discretion of the employee during a 10-hour day shift.
- E. When employees work an extra unscheduled 10-hour day shift (from 0730 to 1730) such that they are on duty for 24 consecutive hours, one hour of that time shall be non-compensable meal period time and one hour shall be non-compensable sleep time, resulting in payment of eight (8) hours of work time per 10 hour day shift. Similarly, when employees work an extra unscheduled 14-hour night shift (from 1730 to 0730) such that they are on duty for 24 consecutive hours, one hour of that time shall be non-compensable meal period time and three hours shall be non-compensable sleep time, resulting in payment of ten (10) hours of work time per 14 hour night shift.

SECTION 720. TEMPORARY ASSIGNMENT:

When an employee is assigned to perform the function, or assume the responsibilities of a higher rank, he shall receive pay of the higher rank. Such pay shall begin when the employee has assumed the higher rank and shall continue for the rest of the contract year.

SECTION 721. EMERGENCY MEDICAL TECHNICIAN:

- A. All employees will maintain EMT-D certification, minimum.
- B. The City will pay tuition and materials fee for the course.

- C. The City will allow employees time off from scheduled duty, at no cost to the employee, to take EMT-D refresher courses. Advanced courses will be taken upon approval of the Fire Chief.
- D. Payment for EMT recertification and advanced courses shall be at the employee's regular rate of pay, for successful completion of the course.
- E. The EMT stipend shall be paid on the first payday in January for employees who maintain EMT certification for the entire calendar year.
- F. EMT stipend shall be as follows:

EMT	\$650
AEMT	\$1,050
EMT-CC	\$1,700
EMT-P	\$2,450

SECTION 722. AMBULANCE TRANSFERS:

Employees who are called into duty to make ambulance transfers to or from locations outside of Hornell shall be paid at a regular hourly rate of \$40.85 for time worked. Employees shall accurately record the start and end time for all work performed under this provision using the time clock system provided by the City.

All transfers that fall on Christmas, July 4th or Thanksgiving will be paid at 2x that rate. (Double trip rate).

SECTION 723. JURY DUTY:

In the event an employee of the Fire Department is called for jury duty, they will be paid their regular rate of pay and all benefits. The employee shall turn over to the City any compensation he receives from the court system. If an employee is called to report for jury duty, he must notify the Fire Chief or the shift Captain immediately.

SECTION 724. GENERAL MUNICIPAL LAW 207-a:

The procedure for General Municipal law 207-a will be attached to the contract.

SECTION 725. ON-CALL TRANSFER COVERAGE POLICY.

- A. Each member of the department will complete the transfer call preference form indicating their preference of calling order while they are on call. The transfer roster book will indicate whether a member prefers to be called first or in the normal manner as established in the existing transfer calling procedure.

- B. Members of the department that are on-call may decline the initial call for a transfer. If the roster of personnel has been exhausted, the on-call personnel will report to the station within 20 minutes of notification.
- C. The transfer roster will stay in effect from the hours of 0500 to 2200. Any call for a transfer that occurs after 2200 until 0500 will be subject to whichever calling preference the on-call personnel requested.
- D. Overtime coverage assignments should be scheduled around the transfer coverage schedule. If a conflict occurs and an individual is scheduled to work extra when they are on call, it is the responsibility of the on-call employee to ensure an exchange of transfer coverage occurs.
- E. Exchange of on-call coverage for transfers should be attempted by personnel on the same shift. If no exchange is possible on the shift, an exchange with other personnel is acceptable.
- F. Exchanges will be arranged and scheduled by the assigned on-call personnel and documented using the on-call exchange form. The transfer coverage calendar will be updated each morning by the on-duty captain or acting captain.
- G. All personnel will have viewing access to the on-call transfer coverage calendar and will be responsible to place themselves on-call at their scheduled times.

ARTICLE VIII

SECTION 801. PAST PRACTICES AND AGREEMENTS:

It is mutually agreed and understood that all past practices and agreements within the Hornell Fire Department not altered, amended or rescinded by this Agreement shall continue to be abided by both parties to this Agreement. The foregoing constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

SECTION 802. CHANGES OR ALTERATIONS:

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

SECTION 803. RIGHTS:

The City agrees that any rights or privileges granted to members of the Association, and not included in this Agreement that have been in effect, will not be changed without the mutual agreement of the Association and the City.

ARTICLE IX

SECTION 901. CHANGES BY LAW:

If any section, subsection, sentence, clause or phrase of this Agreement is altered by subsequent City, State, or Federal Law, that portion of the Agreement altered shall be subject to amendment with mutual consent of the parties hereto.

SECTION 902. CHANGE BY COURT:

The provisions of this Agreement shall supersede provisions heretofore made and provided which are specifically covered herein. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE X

SECTION 1001. FUTURE NEGOTIATIONS:

It is mutually understood and agreed that in the event future changes to this Agreement are desired, the Association and the City shall give notice of its intention to negotiate with designated negotiators. Demands must be submitted 150 days prior to the budget submission date. Negotiations should commence no less than 120 days prior to budget period.

This Agreement shall become effective April 1, 2019, and shall terminate on March 31, 2027.

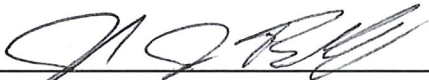
SECTION 1002. STATUTORY LANGUAGE

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.

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

CITY OF HORNELL, NEW YORK

HORNELL FIREFIGHTERS ASSOCIATION
LOCAL 835

By: 
John Buckley, Mayor

By: 
Patrick Murphy, President



CITY OF HORNELL



82 Main Street, PO Box 627, Hornell, NY 14843
(607) 324-7421 • (607)324-3150 Fax

September 23, 2020

Via Hand-delivery
Patrick Murphy,
President

Re: Hornell Firefighters Unit Exceptions to Section 711 Longevity Payment

Dear Pat:

This confirms the understanding between the City of Hornell and the Hornell Firefighters Association Local 835 (“Union”) that current employees who have worked into their 18th year of service and beyond as of April 1, 2019 benefit as contemplated by the parties from the following language contained in **Section 711. Increments and Salaries** of the parties’ collective bargaining agreement effective April 1, 2019 to March 31, 2027:

Employees hired before April 1, 2010 shall receive longevity payments as part of their regular salary of \$8,000 per year for their 18th and 19th years of service with the City. Employees hired before ratification of this Agreement but on or after April 1, 2010 will be entitled to longevity payments of \$8,000 as part of their regular salary for the 19th year of service with the Department. Employees hired after the date of ratification of this agreement will not be entitled to receive such a longevity payment.

The following employees will be entitled to \$8,000 per year longevity payments as part of their regular salary in the last two years immediately preceding their retirement dates: John McAneney (date of retirement (“DOR”): 5/21/21); Brian Tingley (DOR: 6/2/2022); Todd Smith (no specific DOR indicated, but gave notice as of November 2019 that he would retire within the subsequent 24 months); and Brian May (DOR: 3/31/21). For the avoidance of doubt, for any employee who had received a portion of the payment contemplated by the “Senior Ambulance Inspector” provision in the parties’ most recently expired collective bargaining agreement, an amount equal to said portion will be deducted from the \$16,000 total due over two years under the new longevity payment provision quoted above with the resulting difference being the only money due to the employee under the new longevity payment provision language. The following employees will be entitled to \$8,000 per year longevity payments as part of their regular salary with the City commencing on and retroactive to April 1, 2019: Pete Huffsmith, Pat Murphy, Luke Kelley, and Tom Hilfiger. Any prorated portion of these longevity payments due at the time payroll is issued to compensate employees for retroactive salary increases under the collective bargaining agreement will be included in such payroll so that the longevity payment is reported to the New York State Retirement System.

By way of explanation, the above-named exceptions were agreed to allow for employees who had worked beyond the time period indicated by the new Section 711 language to be able to benefit from the longevity payments. The exceptions accomplish that objective.

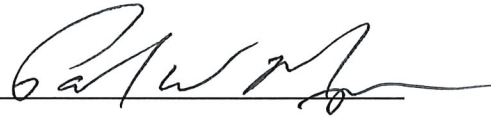
Please sign and date where indicated below to acknowledge the above on behalf of the Union. Thank you.

Very truly yours,



John J. Buckley
Mayor of the City of Hornell

Agreed on behalf of
Hornell Firefighters Association Local 835:



Dated: 9/24/20

