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FF 16802

AGREEMENT

BETWEEN

CITY OF HORNELL

AND

HORNELL FIREFIGHTERS ASSOCIATION
LOCAL 835

APRIL 1, 2010 TO MARCH 31, 2012

CITY OF HORNELL, NEW YORK
BOARD OF PUBLIC SAFETY

SHAWN D. HOGAN, MAYOR
DANIEL SMITH, FIRE CHIEF

ASSOCIATION

LEROY LEWIS, PRESIDENT
Steve Foster, VICE-PRESIDENT
Dennis Solo, NEGOTIATOR
Todd Smith, NEGOTIATOR
Dave Sexsmith, NEGOTIATOR

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 06 2010

ADMINISTRATION

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AGREEMENT PREAMBLE

**CITY OF HORNELL
AND
HORNELL FIREFIGHTERS ASSOCIATION
LOCAL 835**

AGREEMENT made this 1st day of April, 2010, by and between the City of Hornell, New York, hereinafter designated: 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 the policy expressed in section 200 of the Civil Service Law and the Taylor 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.

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.
- G. In accordance with Chapter 677 and Chapter 678 of the 1977 Laws of the State of New York, employees who are on the payroll and who are not members of the Association shall have deducted from their salary

an Agency Shop Fee, which shall be an amount equivalent to the amount of dues paid by a member of the Association.

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.

It is further agreed that this section will apply to personnel added to the Department up to and including March 30, 1974.

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 Association's 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 request 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 request 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.
- B. Said notice shall identify the provision of the Agreement, the department, the employee involved, and a copy of the grievance(s) and the relief sought.
- C. The employer and the Association shall each select an Arbitrator within five workdays after notice of intent to arbitrate has been given by the Association. The two Arbitrators selected shall then select a third impartial arbitrator to act as Chairman.

If said arbitrators are unable to agree upon a third party, then the selection of the third party shall be submitted to the Public Employment Relations Board for appointment of an impartial arbitrator to sit with the two arbitrators selected by the parties hereto.

- D. The Arbitrators shall not add to, subtract from, or modify the provisions of the Agreement. The Arbitrators shall confine their decision solely to the application and/or interpretation of this Agreement.
- E. The decision or award of the Arbitrators shall be final and binding to the extent permitted by, and in accordance with the applicable law and this Agreement. The Arbitrators shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to them.

- F. The fee and expenses of the two Arbitrators selected by each party, individually, shall be borne by the party selecting the Arbitrator. The fees and expenses of the third Arbitrator shall be borne equally between the parties. Each party shall bear the cost of preparing its own case.
- G. The Arbitrators shall hold the hearing at a time and place convenient to the parties within 20 calendar days after the third Arbitrator is selected. The panel of Arbitrators selected shall issue their decision within 30 calendar days of the hearing. In the event the hearing cannot be held within the twenty days as determined by the impartial Arbitrator acting as chairman, the hearing shall be held at a time and place determined by the chairman Arbitrator.
- H. In the event of a disagreement existing regarding the arbitrability of an issue which the Association wishes to submit to arbitration, the Arbitrators shall have the authority to determine whether or not the issue in dispute is arbitrable under the expressed terms of this Agreement. Once a determination that a dispute is arbitrable 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:

The City agrees to pay 85% and the employee 15% of the cost of the Excellus Blue Cross Blue Shield health plan for employees hired after April 1, 2012 will pay 25% of the cost of the Excellus Blue Cross Blue Shield health plan.

- Employees who have been paying 30% will receive retro for insurance already paid for the months of July, August, September and October.
- With reduction in insurance rates for the employees who pay 30% for health coverage to 15%, In addition, for those that are already paying 15% will receive \$1000.00 per year for the two-year contract. To be paid the first pay in April.

The city with written mutual agreement of the Association, may change health and/ or dental insurance carriers as long as the provisions of the alternate carrier is equal to or greater than the GHI plan.

The Excellus Dental plan will be available to all employees as of October 1, 1999

Employee Co-Pay is as follows:

- \$5.00 per Doctor visit
- \$10.00 brand name prescription drug
- \$3.00 Generic drug

If an employee elects no 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 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 sick work 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. Any cost beyond the \$5.00 co-pay will be paid by the City.
- E. Compensation for unused sick time during a fiscal year shall be as follows:
 - 1. Use 0 sick days – receive 3 compensatory days.
 - 2. Use 1 sick day – receive 2 compensatory days.
 - 3. Use 2 sick days – receive 1 compensatory days.

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, spouses 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.
- 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.

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)
- B. A weeks 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. . 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:

Salaries and increments for employees. Employees who are in the steps shall be given the increase April 1st according to the last year of the contract if no contract settlement has been reached.

	2010-2011	2011-2012		
Start	27122	27122		
1	30570	30570		
2	34019	34019		
3	37464	37464		
4	40915	40915		
5	44363	44363		
6	47811	47811		
Captain	52152	52152		

Fire Hydrant Inspector: Additional \$6,000.00 per year.

Fire Alarm Superintendent: Additional \$6,000.00 per year.

SECTION 713. 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 15th of the previous contract year. Lump sum payments will be in a separate check from the employee's regular bi-weekly check.

SECTION 714. 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 302-90)**

- C. World War II Service Credit and transfer from another State Retirement System (341-k and 343) if available.**

SECTION 715. 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 it's 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 717. 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 year.

SECTION 718. 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 719. 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 720. 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 721. HOURS OF DUTY:

- A. Employees of the Fire Department will work a 4 platoon system.
- B. The work week will be on a 42 hour basis. There will be 10 hour day shifts and 14 night shifts.
- C. Compensatory time off will be granted each member of the Fire Department to comply with the 40 hour work week law. (McKinney's Unconsolidated Laws of New York, Section 1015).
- D. Compensatory time of shall be taken during the 10 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. CONTRACT YEAR 2010- 2012:
 - When working an extra unscheduled 10 hour day from 07:30 to 17:30, the employee will be compensated for eight hours at straight pay.
 - When working an extra unscheduled 14 hour night from 17:30 to 07:30, the employee will be compensated for the ten hours at straight pay.

SECTION 722. 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 723. 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 day in January for employees who maintain EMT certification for the entire calendar year.
- F. EMT stipend shall be as follows:

	2010-2012
EMT-I	\$850.00
EMT-CC	\$1500.00
EMT-P	\$2250.00

(EMT-D stipend was added to base salaries of all employees in 2000)

SECTION 724. AMBULANCE TRANSFERS:

Employees who are called into duty to make ambulance transfers to or from locations outside of Hornell shall be compensated at the following rates:

			2010-2012	
Distance up to 30 miles (2 hours)			\$80.00	
Distance up to 65 miles (3 hours)			\$100.00	
Distance over 65 miles (4 hours)			\$105.00	
Distance over 90 miles (5 hours)			\$110.00	

- Please note – times are for reference purposes only.

SECTION 725. 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 726. General Municipal law 207A

- The procedure for general municipal law 207A will attached to the contract

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 supercede any of it's 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 supercede 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 effect 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 it's 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, 2010, and shall terminate on March 31, 2012.

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

CITY OF HORNELL, NEW YORK


BY: 

SHAWN D. HOGAN, MAYOR

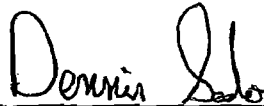
HORNELL FIREFIGHTERS ASSOCIATION
LOCAL 835

BY: 

Leroy Lewis, PRESIDENT



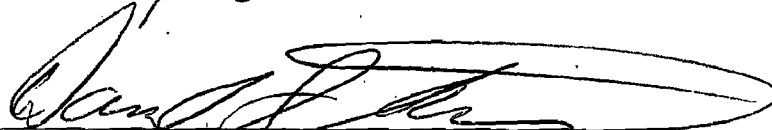
Steve Foster, vice President



Dennis Solo - Negotiator



Todd Smith - Negotiator



Dave Sexsmith - Negotiator