



Town of Shandaken Ambulance Service

"Committed to Care In the Heart of the Catskills"

Agreement

by and between the

Town of Shandaken

and

The Shandaken Ambulance
Department

January 1, 2022 through December 31, 2026

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Preamble

Whereas, the Town of Shandaken, New York authorization of the laws of the State of New York, is a municipal corporation; and

Whereas, the Shandaken Ambulance Department and the Town ascribe to and recognize that the mission and purpose of the Town of Shandaken is to provide quality, economical, and essential municipal services to the citizens we duly serve.

Therefore, this contract is entered into as of January 1, 2022 between the Town of Shandaken, hereinafter referred to as the "Town", and the Town of Shandaken Ambulance Department, hereinafter referred to as the "Ambulance Department".

It is the intent and purpose of this contract to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

It is also recognized that the Town has committed to maintaining a 24-hour Advanced Life Saving Ambulance and maintain the service and staffing commensurate with maintaining the prescribed level of service through the duration of this contract.

Article I Recognition

The Town recognizes the Ambulance Department, as the employee organization, as the exclusive bargaining representative(s) for the public employees within the following group:

- Eligible full and part-time members of the Ambulance Department, including Emergency Medical Technicians (EMT-B), Paramedics (EMT-P), and drivers, but excluding the Chief.

Article II Non-Discrimination/ Training/ Posting & Promotion

Section I. Non-Discrimination

- A. The Town will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity as required in this agreement on behalf of the members of the bargaining unit.
- B. The Ambulance Department recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section II. Training

- A. Employees will be reimbursed by the Town for the cost of all mandatory minimal training requirements set through REMAC.

- B. Members must attend (as a term of employment) non-paid 2 in house trainings a year.
- Trainings should be at least 6 times per year (not including CPR or OSHA)
 - Employees must attend OSHA requirements every year.
 - The administration must offer the required classes.
 - Employees may submit outside certificates to satisfy this requirement.
 - If in-house training is attended for this requirement a one-time 4-hour straight time pay will be added to that timecard.
 - If outside resources are used to satisfy this requirement no payment will be offered.
 - **Medics**
 - The town will pay for ACLS, PALS, and BLS (CPR). Employees will only be compensated once for mileage per certification period.
 - All non-required NAEMT courses (e.g. AMLS, PHTLS, GEMS) will be paid for by the town, mileage will only be paid once per certification period
 - **Conferences**
 - HV region (regulated by HVREMSCO)
 - If Medical Control is offered, then:
 - 3 Medics can attend and 2 EMTs
 - If 3 Medics do not want to go then can increase the EMT number to equal a maximum of 5 people attending and vice versa.
 - If Medical Control is not offered, then:
 - 2 Medics and 3 EMTs can attend
 - Same rules as above to a maximum of 5 attendees
 - In outlying areas (non-HVREMSCO area)
 - Same as non-medical control above
 - Physician Contact is not the same as Medical Control. These cases will fall under the outlying areas or non-Medical Control conferences.
 - The same employees cannot attend multiple conferences in a calendar year at the expense of the town
 - May only receive mileage to HV areas and must use the address that town has on file
 - **NYS Vital Signs**
 - Conference held in different locations every year (location is released usually in November of the previous year)
 - The town will cover the total cost of attendance
 - The town will pay for ½ the lodging
 - The town will not pay for mileage for this event
 - Total of 2 attendees will be chosen in a lottery in January (not chosen by the chief)
 - One will be Medic and one will be EMT
 - If one or the other does not have an offer, then a second name may be drawn from the same class
- May only attend once during the contract term.

- People that attend must come back and sit with the training officer to make a presentation of any topic learned. The training officer will present with attendees assisting.
 - People that attend must come back and sit with the training officer to make a presentation of any topic learned. The training officer will present with attendees assisting.
- C. The Town shall pay for all paramedics' initial Swift Water Rescue Course Training. The Town is NOT required to pay for any further Swift Water Rescue Course training. Any recertification, upgrading or retraining is the responsibility of the employee.

Section III. Posting and Promotion

Except for the position of part-time driver, the Employer shall post all job vacancies at least ten (10) working days in advance of when the position is to be filled. Where more than one (1) employee applies for a position, such position shall be given to the most senior and qualified employee. If in the judgment of the Ambulance Chief, the most senior employee is not qualified to fill the vacancy, the Chief shall appoint the next most senior and qualified employee who applies for the vacancy. The Chief shall give to the most senior employee, a written statement detailing the reasons why they were not chosen for the vacancy. Such statement shall be grievable.

EMT Incentive

- EMTs with a minimum of 2 years within the agency and approval from chief can attend Paramedic school which town will pay
- Employee must maintain a B average throughout school
- Upon successful completion of school with appropriate certifications including HVREMSCO (MAC) certification employee must remain with agency for 2 years
- The employee will work normal EMT shift with a medic on duty. If ALS call, medic will ride along with said employee as a preceptor. If BLS call, the employee will transport to hospital and medic return to service.
- A minimum of one year will be required for this (2,080 hours) and a minimum of 50 ALS calls.
- This time frame will be calculated by hours worked per week. For figuring this out straight hours remain straight hours. Overtime and holiday are considered straight hours. This is for time served only. Pay will remain as normal.
- Employee will receive medic pay during this period
- If employee voluntarily separates from the town prior to the 2-year term then full amount must be paid back to the town.
- If employee is involuntarily terminated (fired) prior to the 2-year term, then a prorated amount will be paid back to the town based on time served of the 2 years. Ex. Fired one year in then the employee must pay back half. Fired 1.5 years in then employee must pay back $\frac{1}{4}$ of the amount.
- A learning contract will be signed including this and to ensure payment.

Article III Management Rights

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the Town as granted to it under the laws of the State of New York and the Town's local laws and ordinances. These rights, powers, and authority include, but are not limited to, the following:

- Direct work of its public employees;
- Hire, promote, demote, transfer, assign, and retain public employees within the agency;
- Suspend or discharge public employees for proper cause;
- Maintain the efficiency of governmental operations;
- Take such actions that may be necessary to carry out the mission of the public employer;
- Exercise all powers and duties granted to the public employer by law.

Article IV Hours

Section I. Hours of Work

- A. A work week is a regular recurring period of one-hundred-and-sixty-eight (168) hours in the form of seven consecutive twenty-four (24) hour periods. Said work week may begin on any day of the week and at any hour of the day and need not be the same for all employees. This provision is excluded when any emergency of incident arises which temporarily changes shift coverage to meet the needs of said temporary incident or emergency.
- B. Hours worked include all time an employee is required to be on duty; or on the employers' premises; or at a prescribed work place and all time during which they are required to work.
- C. Eight (8) consecutive hours of work for all full-time employees shall constitute a work shift for a five (5)/ eight (8) work week, excluding any emergencies or incidents which may arise as described in part A of Section I. The Chief will have to option of scheduling all part-time officers to an open eight (8) hour shift.
- D. Hereinafter, all aspects of this contract will reflect a forty (40) hour work week, including but not limited to time off, overtime, and full-time shifts.

Section II. Work Schedule

The hours of work for full-time employees shall be a continuous work schedule. All full-time employees regularly scheduled days off shall be granted through seniority. Seniority shall be based upon following service criteria within each job classification within the Town of Shandaken Ambulance Department: 1) continuous full-time; 2) full-time; 3) continuous part-time; 4) part-time. Choice of shift will begin with the most senior employee to the least senior employee based on time at the respective title (Driver, EMT-B, EMT-P). The Chief will ensure the schedule available no later than the twenty-fifth (25th) of each schedule change month. This section pertains to all employees of the Ambulance Department.

Any employee transferring from full-time to part-time employment shall be given seniority based on time at their respective title as "continuous part-time." Any employee transferring from full-time to part-time shall lose their full-time seniority status after more than one year of part-time service or leave of absence (see Article XII, Section V – Leave of Absence).

Article V Over-time Compensation

Employees shall be compensated by monetary payment at the rate of one-and-one-half (1 1/2) times the regular hourly rate for work performed in excess of forty (40) per work week. Employees are expected to work a reasonable amount of overtime if conditions necessitate. All approved personal, holiday, and sick leave shall not be counted as hours worked for the purpose of determining eligibility for contractual overtime. Vacation hours are not applicable to overtime. Full-time members may choose to receive compensatory time (comp time) in lieu of a monetary payment. Compensatory time shall be accrued at the same rate as overtime pay, one-and-one-half (1 1/2) times the regular hourly rate for work performed outside of the employee's regularly scheduled hours. At any given time, an employee's accrued compensatory time may not exceed one-hundred-sixty (160) hours.

Section I. Compensatory Time

- A. Scheduling of compensatory time-off must be submitted to the Chief. The only time the Chief can deny the compensatory time off is when the requesting employee is unable to secure coverage for requested shift.
- B. Whenever conditions necessitate the use of overtime to fill a short-term vacancy which may occur the following procedures will be followed:
 1. The Chief shall create an overtime list separating full-time and part-time employees. The part-time list will be utilized first to cover an open shift, if no part-time employee is available, the full-time list will be utilized, if no employee accepts the open shift, the Chief will have the authority to order any member to cover said open shift.

Article VI Call-In Pay

Any employee who is called in for any reason or emergency shall be paid a minimum of four (4) hours.

Article VII Personal Time

Each full-time employee at the beginning of each calendar shall receive six (6) days of personal time. The Town will recognize that personal days are not required to have prior approval to utilize if the employee notifies the Chief two weeks in advance.

Article VIII Holidays

Section I. Compensation & Designated Holidays

Each full-time employee shall be paid thirteen (13) days of holiday pay at his/her regular rate of pay. The Town's designated thirteen holidays are the following: New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Election Day, and Christmas Day.

Employees shall not be compensated for holiday if they do no work their regular shifts prior to and following the holiday.

Eligibility shall be on a pro-rata basis in the event an employee is:

1. employed less than the full contract year; or
2. on an unpaid leave of absence of thirty (30) calendar days or more. Respectfully the total on 5/8 work week is 40 hours.

Section II. Premium Pay for Work on Designated Holidays

If a part-time employee is required to work on one of the designated holiday days, such employee shall be entitled to a rate of pay of two (2) times his regular hourly rate. Full-time employees are entitled to two-and-one-half (2 1/2) times their regular rate of pay.

Section IV. Eligibility Requirement for Premium Pay

To be eligible for the premium pay under Section II of Article VIII, an employee must work on a shift in which most of the hours worked fall during the designated day. The employee will only be compensated premium pay for the hours that fall during the designated day.

Section V. Compensatory Time in Lieu of Pay

Banked compensatory time for the benefits provided under Section I and Section II of Article VIII may be taken as compensatory time off in lieu of monetary payment.

Section VI. Compounding of Overtime Pay Not Allowed

It is agreed that there shall be no pyramiding or compounding of overtime or premium pay of any type. If more than one rate of pay could be applied, then the highest rate shall prevail.

Article IX Vacation

Section I. Eligibility and Allowance

All eligible full-time employees shall accrue paid vacation annually on their work anniversary as specified below, based upon the following service requirements:

- After one (1) year of service one (1) week of vacation (40 Hrs.)
- After three (3) years of service two (2) weeks of vacation (80 hrs.)
- After five (5) years of service three (3) weeks of vacation (120 Hrs.)
- After ten (10) years of service four (4) weeks of vacation (160 Hrs.)
- After fifteen (15) years of service five (5) weeks of vacation (200 Hrs.)
- After twenty (20) years of service six (6) weeks of vacation (240 Hrs.)

Section III. Pay

The rate of pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date vacation is utilized.

Section IV. Approval

The final decision on approval or denial of vacation leave shall rest with the Chief or his designee. In considering approval or denial of a vacation request, the Chief shall consider the shift staffing and work load as determining factors for approval or denial.

Vacation leave shall not be unreasonably denied. It shall be the sole responsibility of the Chief to schedule shift coverage for the requesting employee. Should the request for vacation be denied, the Chief will show written documentation that all attempts to cover requested shift were made. The Chief will also be required to be included in the available members to cover the requested vacation day(s).

Vacation leave shall be made according to seniority as described in Section II of Article IV. This process shall not prohibit the employee from taking vacation leave throughout the year, provided that such request is properly submitted, made timely, and is approved by the Chief.

Requests for time off do not have to be recognized if submitted less than five (5) working days prior to the date(s) requested. Vacation days may only be utilized as either half (1/2) or full shifts. Any unused vacation days may be sold back to the Town at the employee's regular hourly rate, providing that the employee is selling back no more than eighty (80) hours per calendar year of vacation time. Employees may be entitled to extra sell back time if vacation requests were denied during the calendar year by the Chief.

Section V. Vacation Pay Upon Separation

Any employee with regular status, separating from the Town service, who has accrued vacation leave, shall be entitled to separation pay in lieu of such vacation. When separation is caused by death of any employee, payment shall be made to the estate of such employee, or, in applicable cases, as provided by the Probate Code of the State of New York.

Article X Special Assignment Pay

Section I. Line Officers

The Chief and the Town of Shandaken Town Board may appoint employees to the position of Line Officer. Eligible employees must have the full support and recommendation of the Chief for their respective position. The Line Officer's position shall be paid one hundred ninety dollars (\$190.00) bi-weekly in addition to the employee's regular rate of pay and/or any accrued longevity pay for any full-time employee. Pay rate for part-time employee shall be based on hourly rate equivalent to five-year full-time employee.

Article XI Uniforms

Section I. Allowance

The Town shall allow each full-time employee to receive a uniform boot allowance in the amount up to one hundred (100) dollars per year. This amount will be issued upon presentation of receipt of purchase of boots within sixty (60) days of each calendar year dated no later than March fifteenth (15th). The uniform boot allowance shall be made via town check, payable to each full-time employee. The town shall, with the sole discretion and approval of the Chief, also purchase each part-time employee one (1) pair of black work boots per year and said black work boots shall be chosen by the Chief.

Section II. Uniforms

Uniforms (pants, t-shirts & polo shirts) shall be provided by the Town and selected at the sole discretion of the Chief of the Town of Shandaken Ambulance Department for each employee. Replacement shall be made due to soiling, or cases of exposure at the discretion of the Chief and Equipment Manager. Said replacement shall be requested by the employee at least three days prior to next shift. Employees must always wear the designated uniform while on duty. The uniform of the day shall be at the discretion of the Chief.

Section III. Line Officer Class A Uniforms

Line Officers will be provided Class A Uniform by the Town and are expected to wear Class A Uniform during special events as dictated by the Chief or upon addressing the Town of Shandaken Town Board at a public meeting.

Section IV. Jackets

High-Visibility Blood-Borne Pathogen resistant Jackets shall be provided by the Town and selected at the sole discretion of the Chief of the Town of Shandaken Ambulance Department for each employee.

Article XII Leave of Absence

Section I. Court Leave

Any employee who is required to serve as a witness, litigant or juror in Federal, State, County, or Town Court in a case resulting directly from the discharge of his/her duties as an employee shall be granted court leave with full pay to serve in that capacity, provided, however, that when the employee is testifying in other litigation to which employee is a party, employee shall not be granted court leave, but may use vacation leave time, or be granted leave without pay for the length of such service.

Section II. Procedure for Court Leave

An employee who is called as a witness, litigant or juror shall present to the Chief the original summons or subpoena from the court and, at the conclusion of the duty, a signed statement from the court clerk, or other evidence, showing the actual time in attendance at court.

Section III. Fees

Fees received from jury service in Federal, State, County, or Town Court shall be turned over to the Town. No employee shall receive witness fees paid from the Town's fund.

Section IV. Bereavement Leave

In the event of a death or critical illness (where death appears imminent) in the immediate family, an employee shall be granted a one-time per family member, paid leave for three (3) full days/shifts, for the purpose of arranging for, and/or attending a funeral. The employee shall not be paid for any day which falls upon his regular day off. Should said death be the employee's spouse or child, said employee shall be granted seven (7) days of paid leave.

Immediate family shall be defined as: the employee's or the spouse's parent, step-parent, grand-parent, child, stepchild, grand-child, brother, sister, and the employee's spouse.

In the case of the death of an employee's spouse, parent, or child an additional seven (7) days of paid leave may be granted at the discretion of the Chief. For immediate family members two (2) calendar weeks can be granted for bereavement leave.

For extended family members one (1) calendar week can be granted for bereavement leave. Extended family members are defined in this clause as the employees' parents' siblings (aunt/uncle), brother/sister-in-laws, mother/father in-laws, and first cousins.

Section V. Leave of Absence

Any employee that has been granted a leave of absence by the Town, will not gain any seniority time during their leave. Upon return to the Ambulance Department, said employee will have the same amount of time in his seniority status pertaining to shifts, time off and rate of pay as when he/she began their leave. This section pertains to employees who are granted to leave and said employee returns within one (1) year of the date that the leave began.

Section VI. Absence from Work

Employees are required to schedule all non-work-related activities, such as routine medical, dental or health related appointments, and any other type of appointments that may otherwise necessitate the employee's absence from work on their regularly scheduled days off.

Section VII. Absence Without Leave, Advanced Notice

Whenever possible, an employee shall notify the Chief in advance of the date(s) said employee expects to be absent from duty and the reason(s) for said absence(s).

Section VIII. Notification on Day of Absence

Employees shall notify, except as otherwise excused by reason of law, the Chief at least two (2) hours prior to the assigned reporting time if they do not intend to report for an assigned duty.

Section IX. Failure to Provide Notice (AWOL)

Absence not reported as prescribed by this section, shall be considered as absence without leave. A deduction of pay shall be made for the duration of any absence without leave in accordance with the provisions of this Article. Two (2) absences without leave within one calendar year shall be grounds for dismissal.

Article XIII Sick Leave

Section I. Definition

Sick leave is paid leave granted for the purpose of providing a recuperative period to employees who are unable to work because of non-employment related illness or injury, or an injury or illness in the employee's family. It will be at the discretion of the Chief and Town Board to consider donation of time from one employee to another.

Section II. Eligibility

Regular full-time employees shall be eligible to use sick leave after three (3) continuous months of employment.

Section III. Utilization

All regular full-time employees will be granted fourteen (14) sick days per year, and such sick leave will be granted at the first (1st) pay period of each New Year. Unused sick leave will be carried from one (1) year to the next year, however, at no time shall total accumulated sick leave exceed one-thousand-four-hundred (1400) hours.

Section IV. Family Illness

An employee shall be granted up to twenty (20) hours sick leave per contract year for illness or injury in the family. Leave for family illness may be extended for up to a total of forty (40) hours per contract year with the approval of the Chief. This leave is in addition to an employee's sick leave as discussed in Article XII, Sections I-III above.

Section V. Reporting Sick Leave

The employee or a member of the employee's household shall notify the Ambulance Department at least two (2) hours prior to the scheduled reporting time. Except in the case of a long-term illness where the length of the sick leave is established by a medical doctor's certificate, such notice shall be provided each day the employee is unable to work. No sick leave shall be granted to an employee who fails to meet this requirement.

Section VI. Annual Sell back

Once every fiscal year during the month of December, an employee who has accumulated two-hundred-and-forty (240) unused sick leave hours shall be eligible to sell back to the Town, eighty (80) hours at the rate of seventy-five (75) cents on the dollar, based upon the hourly rate of pay in effect as of November fifteenth (15th) of that calendar year. Any family illness sick leave hours (as discussed in Article XIII, Section IV) an employee has accumulated do not count toward the 240 unused sick leave hours threshold and may not be sold back to the Town. The remaining hours shall remain in the employee's bank of accumulated sick leave.

Section VII. Pay-Off at Retirement

At the time of an employee's service or disability retirement, the Town shall pay employee an amount equal to one hundred (100) percent of his/her annual accrued, but unused sick leave hours. The Town will not pay an employee for any accrued but unused family illness sick leave hours (detailed in Article XIII, Section IV).

Section VIII. Work-related Injury and Disability Pay

Each employee shall discharge his obligation to the Town as safely as possible. Any employee who is injured or disabled on the job shall report such injury or disability as soon as possible to the Chief. Every full-time employee who is injured during their employment, shall receive the regular pay while out on Worker's Compensation to a maximum of six (6) months without charge to or loss of his/her accruals. If the employee chooses to use their accrued leave, the Town shall, upon receipt of the employee's Compensation payments, restore to the employee, the full time of accrued time the employee has used to recover from the injury, to the limit of such employee's accrued leave.

Article XIV Meals and Lodging

Reimbursements for meals and lodging will be provided to employees participating in training or other official business which was assigned by the Chief, and said training/business is outside of the Town of Shandaken limits. Reimbursements are as follows:

Breakfast: \$7.00

Lunch: \$10.00

Dinner: \$15.00

Lodging, ½ of stay.

Article XV Compensation for Personal Loss

Each employee shall be eligible to be compensated for the cost of repair or replacement of watches, wristbands, eyeglasses, contacts, necklaces (medical or religious), and rings which may be damaged or destroyed through the performance of official duty. For a claim to be approved, actual loss must be shown by producing the damaged article or by proper documentation of the incident by witness or other proper evidence. Said damage must not be due to the employee's own negligence. If compensation is received by any other source, then no payment shall be allowed under this article. If compensation is received from another source after payment, under this article, the employee shall be required to remit to the Town, the amount previously paid by the Town. The maximum amount set will be two-hundred (200) dollars per incident of loss.

Article XVI Retirement

Retirement is defined as receiving a pension from the New York State Retirement System.

Employees shall participate in the New York State Retirement Plan 414H, otherwise known as the one sixtieth (1/60) plan.

Employees will be eligible to enroll in NYS Deferred Compensation.

A notice of intent to retire must be submitted to the Town Supervisors Office within one year of the start date of the range of retirement. For a work-related disability retirement, the unit member shall receive benefit as if he/ she provided 1 year or greater notice so long as at least thirty-day notice of the retirement is provided. Effective after March 31, 2023

Article XVII Benefits

Employees of the Ambulance Department will be covered under the insurance carrier set forth by the Town. Said employee contributions will be set forth by the Town, but no employee of the Ambulance Department will be required to pay any percentage amount more than any other Town of

Shandaken employee. Town of Shandaken employees mean all and any person employed by the Town of Shandaken, and in any job title.

The Town shall pay one-hundred (100) percent of the cost of health insurance for retirees and their dependents when such retiree has worked for the Town of Shandaken for twenty-five (25) years full-time service or fifteen (15) years full time service if employed as a full-time employee for the Town of Shandaken prior to January 1, 2016. Upon death of the retiree, the Town shall pay seventy-five (75) percent of the cost of health insurance for the retiree's dependents.

The Town shall pay seventy-five (75) percent of the cost of health insurance for retirees and their dependents when such retiree has worked for the Town of Shandaken for twenty (20) years full-time service or ten (10) years full time service if employed as a full-time employee for the Town of Shandaken prior to January 1, 2016. Upon the death of the retiree, the Town shall pay fifty (50) percent of the cost of health insurance for the retiree's dependents.

Retired Employees will be governed by the contract that is/was in effect at the time of their retirement. No future changes to any contract shall have any effect on a retired employee.

Article XVIII Wages

Effective January 1, 2023 salaries for full-time ambulance employees shall be shown in appendix A of this contract. Part-time employee's salaries for the contract duration shall be shown in appendix B of this contract.

Any changes in pay under this contract shall take effect on the start of the next payroll following the date of validation by both parties and shall not be retroactive to January 1, 2023.

Article XIX Longevity Pay

All full-time employees who have reached five (5) years of full-time service will be paid three hundred twenty dollars (\$320.00) longevity pay per year above their previous year (Base + Longevity Salary). All full-time employees who have reached eleven (11) years full time service will be paid three hundred seventy-five dollars (\$375.00) per year above their previous year (Base + Longevity Salary). All full-time employees who have reached sixteen (16) years full time service will be paid four hundred twenty-five dollars (\$425.00) per year above their previous year (Base + Longevity Salary). All full-time employees who have reached twenty (20) years full time service will be paid five hundred dollars (\$500.00) per year above their previous year (Base + Longevity Salary).

Article XX Budget

The Town acknowledges that all departments of the Town require a yearly budget to operate. Preparing a budget is an integral part of the administration process of an Ambulance Department. It is important in maintaining control of the agency and its objectives as well as in obtaining efficiency and effectiveness in providing public service. The following line items will be made part of the Ambulance Department budget:

1. Vehicle Maintenance
2. Employee Salaries
3. Equipment
4. Training
5. Uniforms
6. Contractual

Should the Ambulance Department come in under budget, the Department will not be penalized and the monies will be returned to the Town General Fund. The Ambulance Department budget shall be the responsibility of the Chief. The Chief will have the sole discretion on how and when budget items will be utilized.

Article XXI Ambulance Vehicles

The Town acknowledges that the Ambulance Department is required to utilize multiple Ambulance Vehicles (Ambulances) and Paramedic Response Vehicles ('Fly Cars').

- A. Each Ambulance will be replaced when serious mechanical defect(s) are present and the cost of repairing exceeds the actual book value of said Ambulance.
 - 1. Each Ambulance will be replaced on an alternating four-year schedule. Life expectancy of each ambulance is to be no less than eight years, but may be extended dependent on condition of the vehicle and in agreement with the Chief or his designee.
 - 2. The Town shall, always maintain a minimum of one Type I four-wheel drive ambulance and one Type III ambulance.
 - 3. Any change or alteration of ambulance specifications shall be at the discretion of the Chief and the Town Board of Shandaken.
- B. Two (2) 'Fly Cars' shall be provided for use by the On-Duty Paramedic and the Chief of the Shandaken Ambulance Department or his designee. 'Fly Cars' shall be replaced at one hundred thousand (100,000) miles or when serious mechanical defect(s) are present and the cost of repairing exceeds the actual book value of said 'Fly Car.'
 - 1. When a 'Fly Car' reaches ninety-thousand (90,000) miles, it shall be the duty of the Chief or his designee to notify the Town Supervisor, and/or the Town Board via writing of the impending replacement.
 - 2. Each such replacement 'Fly Car' shall be replaced with a similar full-size SUV or comparable vehicle, at the discretion of the Chief

Article XXII Indemnification

The Town of Shandaken shall assume all risks incidental to the operation of the Town of Shandaken Ambulance Department, and will indemnify any of its employees against damages and legal defense costs. Said costs will cover all claims or actions arising from any accident, injury or damage to any person or property arising from the lawful discharge of duties within the scope of his/her employment, and such claims or actions brought thereon.

Article XXIII Personnel Folder

All members of the Town of Shandaken Ambulance Department will have immediate access to their personnel file by following the correct procedure. Upon request the Chief will allow, within two (2) working days, an employee to view any and examine all material in said employee's personnel file.

The employee will be provided a copy of all material contained in the personnel file, of the requesting employee. After review, requesting employee may file a response to anything in the personnel file, which he/she considers to be adverse.

Article XXIV Disciplinary Procedure

Command Discipline will be conducted as follows:

- Purpose:** To permit the Chief to correct minor violations without resorting to formal charges under section 75 of the New York State Civil Service Law.
- Definition:** Command Discipline is a non-judicial punishment available to the Chief, to correct minor deficiencies and to maintain discipline and Order within the Town of Shandaken Ambulance Department.
- Procedure:** The Chief may, prior to the service of formal charges, offer to the employee the opportunity to elect to receive command discipline, in place of formal charges. In the offering the Chief will state the punishment that will be imposed for the violation(s) charged. After the offer by the Chief, the employee will have seven (7) calendar days to accept the Command Discipline or request a formal hearing as prescribed in section 75 of the New York State Civil Service Law. The employee will provide his/her decision in writing to the Chief.
- Penalties:** Under Command Discipline will be one or more of the following:
- A. Forfeiture of up to three (3) vacation days.
 - B. Forfeiture of up to two (2) personal days.
 - C. Reprimand.

All written records pertaining to such discipline will be reviewed after a period of one (1) year. If no further infractions have been documented, the record of the offense may be expunged from the employee's personnel file.

Article XXV Embodiment

This agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties. This agreement shall be effective and binding upon the employer and the employees and shall remain in full force and effect for the term of this agreement. During this contract the full-time employees and multiple part-time employees will be considered as the bargaining unit. If any position arises due to an employee's termination of employment the Town will have no less than sixty (60) days from time of departure to either fill the position or formally acknowledge, in writing, its reasons for the reduction in work force. Nothing herein allows the Town, at any time, to reduce the levels of employment, stated above, except positions made available due to permanent separation.

Standard daily operations will be a BLS Ambulance and ALS fly car, this shall be defined as; one (1) Driver, one (1) EMT, and one (1) Paramedic. All opportunities for filling a shift will be utilized including overtime. If an established driver is not available then an EMT may be placed into a driver shift. If all possibilities are exhausted then it is at no fault of the town or employees for not meeting minimum staffing for that shift and no liability will be held by either party for the breaking of the contract for this section only.

Any change in staffing will be discussed with the Chief prior to the Town Board's written decision. This agreement shall contain all covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the life of this agreement, neither party shall be compelled to bargain with the other concerning the covenants, stipulations, and provisions of this agreement whether specifically bargained about prior execution of this agreement, except by mutual agreement of the parties. The parties to this agreement jointly and separately agree that this agreement embodies all applicable provisions related to employees who are covered.

Article XXVI Agency Security

The employees of the Ambulance Department agree to essential services provided by its members in protecting public safety. In recognition of this fact, the employees of the Ambulance Department agree that there shall be no work interruptions, slowdowns, or strikes.

Article XXVII Saving Clause

If any article or section of this agreement or any addenda thereto should be held valid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this article or addenda shall not be effected thereby and this agreement and addenda shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such article or section. If parties cannot reach a satisfactory resolution, it shall be subject to arbitration.

Article XXVIII Printing of Contract

Each master document shall be numbered consecutively and will be assigned as such: #1 Town Hall, #2 Ambulance Department, #3 Supervisor, additionally the number and Town Department assigned to, shall be placed on each page of the contract in red ink located on the lower right-hand corner of each page. Any copies produced of the contract shall be recorded in the rear of said "master" contract on who made the copy and to whom it was distributed to and for what purpose. At no time after the signing and distribution of each master contract shall any master contract be adjusted without the express written authorization of the members of the Ambulance Department and the Town Board of the Town of Shandaken.

Agreement

This agreement shall be retroactive to January 1, 2022 and continue in force to and including December 31, 2026. All terms and conditions of employment shall remain in full effect after the expiration of this agreement until a successor agreement has been negotiated and signed by all parties. In witness whereof, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this 21 day of December 2022, at the Town of Shandaken, New York.

Town of Shandaken

12/21/2022

Town Supervisor Peter DiSclafani

12/21/ 2022

Ambulance Chief Richard Muellerleile

12/21/ 2022

Town Board Member Kyle Steen

Shandaken Ambulance Department

12/21/2022

Michael Williams

12/21/2022

Brenden Whalen

12/21/2022

Ken Booth

Appendix A

Full Time Employee Salary

Total wages are for informational purposes only. The total wage is the exact amount to be paid based on a standard 2080-hour work-year (excluding longevity).

Base starting salaries for **2023- 2026** are as follows:

CONTRACT YEAR 2023 – 7 %

	<u>EMT-B</u>	<u>EMT-P</u>
Starting salary:	\$31,720.00 (15.25/hr.)	\$47,861.00 (23.01/hr.)

CONTRACT YEAR 2024 – 7%

	<u>EMT-B</u>	<u>EMT-P</u>
Starting salary:	\$33,925.00 (\$16.31/hr.)	\$51,210.00 (\$24.62/hr.)

CONTRACT YEAR 2025 – 3%

	<u>EMT-B</u>	<u>EMT-P</u>
Starting salary:	\$34,944.00 (\$16.80/hr.)	\$52,728.00 (\$25.35/hr.)

CONTRACT YEAR 2026 – 3%

	<u>EMT-B</u>	<u>EMT-P</u>
Starting salary:	\$36,005.00 (\$17.31/hr.)	\$54,309.00 (\$26.11/hr.)

Appendix B

Part Time Employee Salary

Reflects Hourly Rate of Pay

	<u>Driver</u>	<u>EMT-B</u>	<u>EMT-P</u>
	(Part- and full-time)		
<u>2023 (7%)</u>	\$14.18	\$15.25	\$23.01
<u>2024 (7%)</u>	\$15.17	\$16.31	\$24.62
<u>2025 (3%)</u>	\$15.62	\$16.80	\$25.35
<u>2026 (3%)</u>	\$16.09	\$17.31	\$26.11



Appendix B

Part Time Employee Salary

Reflects Hourly Rate of Pay

Driver (Part- and full-time)	BMT-B	BMT-P
2023 (7%)	\$14.18	\$23.01
2024 (7%)	\$15.17	\$24.83
2025 (3%)	\$15.62	\$25.38
2026 (3%)	\$16.09	\$26.11

Appendix B

Part Time Employee Salary

Reflects Hourly Rate of Pay

	<u>Driver</u> (Part- and full-time)	<u>EMT-B</u>	<u>EMT-P</u>
<u>2023 (7%)</u>	\$14.18	\$15.25	\$23.01
<u>2024 (7%)</u>	\$15.17	\$16.31	\$24.62
<u>2025 (3%)</u>	\$15.62	\$16.80	\$25.35
<u>2026 (3%)</u>	\$16.09	\$17.31	\$26.11