

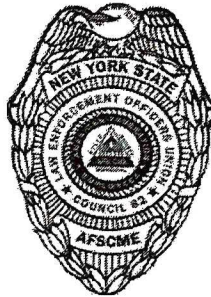
Agreement

by and between the

Town of Shandaken



and



New York State Law Enforcement Officers Union Council 82, Local 9710, AFSCME, AFL-CIO

January 1, 2025, through December 31, 2028

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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 Police 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, 2025, between the Town of Shandaken, hereinafter referred to as the "Town", and the New York State Law Enforcement Officers Union, Council 82 Local 9710, AFSCME, AFL-CIO , hereinafter referred to as the "Union".

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.

Article I - Recognition

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

- Eligible full and part-time members of the Police Department, excluding the Chief/Officer in Charge.

Article II - 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 Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

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 employer's premises; or at a prescribed workplace and all time during which he is required to work.

C. Ten (10) consecutive hours of work for all full-time officers shall constitute a work shift for a four (4)/ ten (10) work week, excluding any emergencies or incidents which may arise as described in part A of Section I. The Chief/Officer in Charge will have to option of scheduling all part-time officers to either a ten (10) or an eight (8) hour shift.

D. Hereinafter, all aspects of this contract will reflect a ten (10) hour work days, including but not limited to time off, overtime, and full-time shifts.

Section II. Work Schedule

The hours of work for full-time officers shall be a continuous work schedule. All full-time members regularly scheduled days off shall be granted through seniority. Seniority shall be based upon full-time years of service within the Town of Shandaken Police Department. The choice of shift will begin with the most senior officer to the least senior officer. The Chief/OIC will ensure the schedule is available no later than the twenty-fifth

(25th) of each schedule change month. This section pertains to all full-time officers of the Police Department.

Section III. Part-Time Scheduling (Availability)

The Chief of Police or designee will make every effort to accommodate a part-time employee's other employment when developing the work schedule. Each part-time employee must provide a minimum of 32 hours availability per month for open shifts on the schedule, which must include at least two of the following dates: Friday, Saturday, Sunday, and/or holiday to include all shifts. The final determination of scheduling shall be made by the Chief, or designee. Notice of availability for the upcoming calendar month must be submitted in writing to the Chief of Police or designee, no later than the 15th of the current calendar month. In the event a part-time employee fails to provide minimum availability as required, unless duly excused by the Chief of Police, the Employer may discipline the employee in accordance with the disciplinary procedure within this collective bargaining agreement.

Article V - Overtime 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 outside of the employees' regularly scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. All approved paid leave time, vacation, holiday, and sick leave shall be counted as hours worked for the purpose of determining eligibility for contractual overtime. Full-time members may choose to receive compensatory time (comp time) in lieu of 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 employees' regularly scheduled hours. At any given time, an officer's accrued compensatory time may not exceed forty (40) hours.

Section 1. Compensatory Time

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

Article VI - Uniform Allowance

Section I. Uniform Police Officers

The Town shall allow each full-time officer to receive a patrol uniform maintenance allowance in the amount of three hundred (\$300) dollars per year. This amount will be issued at the beginning of each calendar year dated no later than January fifteenth (15th). The uniform maintenance allowance shall be made via town check, payable to each full-time officer. The town shall, with the sole discretion and approval of the Chief /OIC, also purchase each part-time officer one (1) pair of patrol boots per year and said patrol boots shall be chosen by the Chief/OIC.

Section II. Full-Time Uniform Detective

The Town shall allow each full-time uniformed detective to receive a uniform/clothing allowance in the amount of two hundred fifty (250) dollars per year.

Article VII - Personal Time

Each full-time officer at the beginning of each calendar year shall receive five (5) days of personal time. The Town will recognize that personal days are not required to have prior approval to utilize as long as said shift is covered. Personal Time may not be carried over from year to year and cannot be given back in lieu of monetary compensation .

Article VIII - Holidays

Section I. Compensation

Each full-time employee shall be paid fourteen (14) days of holiday pay at his/her regular rate of pay. 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 a 4/10 work week or 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 officers are entitled to two-and-one-half (2 1/2) times their regular rate of pay.

Section III. Designated Holidays

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section IV. Eligibility Requirement for Premium Pay

To be eligible for the premium pay under section II of Article VIII, an officer must work on a shift in which the majority of the hours worked fall during the designated day. Those

officers actually working the shifts will be eligible for the premium pay for all hours of the worked shift.

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. In the event that 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 officers shall accrue an annual paid vacation 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 II. Pay

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

Section III. Approval

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

Vacation leave shall not be unreasonably denied. It shall be the sole responsibility of the Chief/OIC to schedule shift coverage for the requesting officer. Should the request for vacation be denied, the Chief/OIC will show written documentation that all attempts to cover requested shift were made. The Chief/OIC 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 officer from taking vacation leave throughout the year, provided that such request is properly submitted, made timely, and is approved by the Chief/OIC.

Requests for time off do not have to be recognized if submitted no 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, providing that the officer is selling back no more than eighty (80) hours per calendar

year of vacation time. Officers may be entitled to extra sell back time if vacation requests were denied during the calendar year by the Chief/OIC .

Section IV. Vacation Pay Upon Separation

Any officer 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 officer, payment shall be made to the estate of such officer, or, in applicable cases, as provided by the Probate Code of the State of New York.

Article X - Special Assignment Pay

Section I. Sergeants

- A. Officers designated by the Chief/OIC and the Civil Service Division of Ulster County and the State of New York, and the Town of Shandaken Town Board, may appoint an officer already employed by the Town, to the position of full-time Sergeant. The sergeant position will require a provisional period not to exceed one (1) year, pending successful completion of the New York State Sergeant Civil Service exam. Eligible officers must have no less than five (5) years' full-time service with the Police Department.
- B. Full-time Sergeants positions shall be paid at a rate of 8% over the 5-year Officer salary in Appendix "A". Full-time sergeants shall also receive longevity pay as stated in Article XXI.
- C. The Part-time Sergeants position shall be paid at a rate of 8% over the 5-year Officer salary in Appendix "A". An additional sum will be paid in the following amounts on a bi-weekly basis.

Effective Date	Amount
January 1, 2025	\$120 bi-weekly
January 1, 2026	\$130 bi-weekly
January 1, 2027	\$140 bi-weekly
January 1, 2028	\$150 bi-weekly

Section II. Uniformed Police Detective

Officers assigned to the Uniformed Police Detective Position shall be compensated in the amount of two thousand eighty (\$2080) dollars per calendar year in addition to any accrued longevity pay. Any member assigned to the Uniformed Police Detective division shall be attired in the standard issue class A uniform and at no time during their regular schedule patrol shift will a uniformed detective be in civilian clothing unless directed by the Chief/OIC. Call-ins, criminal court, and/or any other special incidents are not considered regular scheduled shifts under this section.

Article XI - Leave of Absence

Section I. Court Leave

Any officer 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 officer/employee shall be granted court leave with full pay to serve in that capacity, provided, however, that when the officer is testifying in other litigation to which he/she is a party, he/she 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 officer who is called as a witness, litigant or juror shall present to the Chief/OIC 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 officer shall be granted a one-time per family member, paid leave for three (3) calendar days for the purpose of arranging for or attending a funeral. The officer shall not be paid for any day which falls upon his regular day off. Should said death be the officer's spouse or child, said officer shall be granted five (5) days of paid leave.

Immediate family shall be defined as: the officer's or the spouse's parent, step-parent, grand- parent, child, stepchild, grand-child, brother, sister, and the officer's spouse. In the case of the death of an officer's spouse, parent or child an additional five (5) days of paid leave may be granted at the discretion of the Chief/OIC .

Section V. Leave of Absence

Any officer that has been granted a leave of absence by the Town, will not gain any seniority time during his/her leave nor any service time. Upon return to the Police Department, said officer 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 his/her leave. This section pertains to officers who are granted to leave and said officer returns within one (1) year of the date that the leave began.

Section VI. Absence from Work

Officers 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 officer's absence from work on their regularly scheduled days off.

Section VII. Absence Without Leave, Advanced Notice

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

Section VIII. Notification on Day of Absence

Officers shall notify, except as otherwise excused by reason of law, the Chief/OIC 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

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 XII - Sick Leave

Section I. Definition

Sick leave is paid leave granted for the purpose of providing a recuperative period to officers who are unable to work because of non-employment related illness or injury, or an injury or illness in the employee's family.

Section II. Eligibility

Regular full-time officers shall be eligible to use sick leave after two (2) continuous months of employment.

Section III. Utilization

All regular full-time officers 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 officer 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/OIC.

Section V. Reporting Sick Leave

The officer or a member of the officer's household shall notify the Police Department at least one-and-one-half (1 1/2) 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 officer is unable to work. No sick leave shall be granted to an officer who fails to meet this requirement.

Section VI. Annual Sell back

Once every fiscal year during the month of December, an officer who has accumulated two-hundred and forty (240) unused sick leave hours shall be eligible to sell back to the Town, forty (40) or eighty (80) hours at the current rate of pay, based upon the hourly rate of pay in effect as of November fifteenth (15th). The remaining accrued hours shall be left in the employees' bank of accumulated sick leave. This payment will be paid by separate check and may be allocated as a 100% deferral into a member's NYS Deferred Compensation Plan.

Section VII. Pay Off at Retirement

At the time of an officer's service or disability retirement, the Town shall pay him/her an amount equal to one hundred (100) percent of his/her annual accrued, but unused sick leave hours.

Section VIII. Line of Duty

In the event an officer is injured in the line of duty as specified in General Municipal Law 207- C, said officer will be entitled to all Sick, Personal and Vacation time as specified in this Agreement.

Article XIII - Meals and Lodging

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

Breakfast: \$10.00

Lunch: \$15.00

Dinner: \$20.00

Article XIV - Compensation for Personal Loss

Each officer 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. In order 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 employees' 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 subsequent to 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 XV - Printing of Contract

Each master document shall be numbered consecutively and will be assigned as such: #1 Town Hall, #2 Police Department, #3 Supervisor, additionally the number and Town Department assigned to, shall be place 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 Police Department and the Town Board of the Town of Shandaken.

Article XVI - Call in Pay

Any officer who is called in for any reason, or court proceedings shall be paid a minimum of three (3) hours.

Article XVII - Retirement

The Town shall agree to maintain all Police Department Officers in the State Retirement System 384d which enables employees to retire at one-half (1/2) pay after twenty (20) years of full- time credited service. All employees/officers who, at time of retirement shall retire under the current contract which is in effect, and said contract will govern said employee, no matter what future contract takes place. No future changes to any contract shall have any effect on retired employees.

Article XVIII - Benefits

Section 1. Insurance

Employees of the Police 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 Police 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 Police Officer for the Town of Shandaken prior to January 1, 2011. 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 Police Officer for the Town of Shandaken prior to January 1, 2011. 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 his/her retirement. No future changes to any contract shall have any effect on a retired employee with regard to any health benefits.

Section 2. Medical Insurance Buy-out

Eligibility – A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

Amount of Buy-out – If the employee is eligible for individual coverage, the employee will receive an amount equivalent to forty (40) percent of the Town's annual premium contribution for individual coverage. If the employee is eligible for dependent coverage, the employee will receive an amount equivalent to forty (40) percent of the Town's annual premium contribution for dependent coverage. This payment is added to the employee's paycheck on an after-tax basis.

Method of payment – Partial payment of the buy-out will be made in the employee's regular paycheck for each pay-period the employee is eligible for the buy-out.

Reinstatement – In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

Article XIX - 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 XX – Wages

Effective the date of final ratification of this contract by both parties, salaries for full-time and part-time police officers shall be shown in appendix A of this contract.

Article XXI - Longevity Pay

All full-time officers who have reached five (5) years of full-time Civil Service will be paid three hundred fifty (350) dollars longevity pay per year above their previous year (Base + Longevity Salary). All full-time officers who have reached twelve (12) years full-time Civil Service will be paid four hundred (400) dollars per year above their previous year (Base + Longevity Salary).

Article XXII – 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 four (4) full-time officers and multiple part-time officers will be considered as the bargaining unit. If any position arises due to an officer's termination of employment, the Town will have no less than sixty days from the 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. Any change in staffing will be discussed with the Chief/OIC prior to the Town Board's written decision. This agreement shall contain all of the 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 XXIII - Agency Security

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

Article XXIV - Safety

Each sworn officer will be issued one soft vest and one cover every five (5) years or the manufactures recommended replacement time, whichever is longer. The employee/officer will be responsible for replacing the cover, if necessary, during this period. The old vest must be presented in order for the Town to issue a replacement. The vests remain the property of the Town. Vests and/or covers damaged in the line of duty and adequately verified, shall be replaced by the Town. Each sworn officer will be issued one (1) ANSI Class II "POLICE" Safety Vest. Said vest will be worn whenever conditions warrant wearing of same. Vests are the property of the Town.

Article XXV - Rainwear and Outerwear

The Town acknowledges that the Police Department operates all hours of the day and night; 365 days per year. The Town acknowledges that officer's productivity during patrol is dependent upon each officer's ability to stay cool, warm and/or dry during his patrol, therefore each sworn full-time officer will be issued one (1) featherweight raincoat, and four (4) featherweight raincoats will be supplied for utilization by part-time officers. Each full-time sworn officer will be issued one (1) all season patrol jacket. The official uniform of the sworn patrol officers shall consist of cargo pocket style pants and uniform shirts. All uniforms will be replaced on an as needed basis. All officers will submit a request to the Chief/OIC when the need arises for the replacement of any uniform item. The Chief/OIC will review the request and approve or disapprove the replacement of said uniform item.

Article XXVI - Police Patrol Vehicle

The Town acknowledges that the Police Department is required to patrol areas of the Town and in doing so will need to utilize a marked Police Patrol Vehicle hereinafter known as a PPV.

- A. Each Marked PPV will be replaced when serious mechanical defect(s) are present, and the cost of repairing exceeds the actual book value of said PPV.
- B. A marked PPV will be replaced when the mileage on a PPV reaches one-hundred-thirty-five-thousand (135,000) miles.
 - 1. When a marked PPV reaches one-hundred-twenty-five-thousand (125,000) miles, it shall be the duty of the Chief/OIC or his designee to notify the Town Supervisor, and/or the Town Board via writing of the impending replacement.
 - 2. Each such replacement PPV shall be replaced with a current NYS contract police package vehicle as such chosen by the Chief/OIC.

Article XXVII - Police All-Terrain Vehicle

The Police all-terrain vehicle, hereinafter known as PATV, shall be utilized at the discretion of the Chief/OIC for any and all functions required. At no time will the PATC be operated by non-trained personnel, unless an emergency situation arises where non-trained personnel are required to operate the PATV. The Town and the Police Department acknowledge that the PATV is defined as a marked Police Patrol Vehicle and is to be utilized exclusively by sworn members of the Police Department only. Said PATC will be operated during hours of duty only and for official business.

Article XXVIII - 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 a Law Enforcement Agency. 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 Police Department budget:

1. Vehicle Maintenance
2. Police Salaries
3. Office Equipment
4. Training, ammunition, firearms
5. Uniforms

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

Article XXIX - Indemnification and False Arrest

The Town of Shandaken shall assume any and all risks incidental to the operation of the Town of Shandaken Police Department and will indemnify any of its Officers against damages and legal defense costs. Said costs will cover any and 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 XXX - Personnel Folder

All members of the Town of Shandaken Police Department will have immediate access to their personnel file by following the correct procedure. Upon request the Chief/OIC will allow, within two (2) working days, an Officer to view any and examine all material in said Officer's personnel file. The Officer will be provided with a copy of any and all material contained in the personnel file, of the requesting Officer. After review, requesting Officer may file a response to anything in the personnel file, which he/she considers to be adverse.

Article XXXI - Disciplinary Procedure

Command Discipline will be conducted as follows:

Purpose: To permit the Chief/OIC 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/OIC, to correct minor deficiencies and to maintain discipline and Order within the Town of Shandaken Police Department.

Procedure: The Chief/OIC may, prior to the service of formal charges, offer to the Officer the opportunity to elect to receive command discipline, in place of formal charges. In the offering the Chief/OIC will state the punishment that will be imposed for the violation(s) charged. After the offer by the Chief/OIC, the Officer 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 Officer will provide his/her decision in writing to the Chief/OIC.

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 had been documented, the record of the offense will be expunged from the Officer's personnel file.

Article XXXII - Part-Time Employee Paid Time Incentive

A Part-Time employee of the Police Department shall be paid four (4) hours of his/her hourly rate of pay for the first two hundred (200) hours worked in a calendar year. Each additional two hundred (200) hours worked shall be eight (8) hours of his/her hourly rate of pay, up to a maximum of thirty (30) hours each year as follows, and shall be paid cumulatively on the last payroll of that calendar year:

- 1st 200 hours worked = 4 Hours at current pay.
- 2nd 200 hours worked = 8 Hours at current pay.
- 3rd 200 hours worked = 8 Hours at current pay.
- 4th 200 hours worked = 8 Hours at current pay.

XXXIII - UNION RIGHTS

Section I. Union Leave

Employees shall be allowed to charge union leave for legitimate union business with the approval of the Police Chief or his/her designee. The Employer will provide 20 days per year for all union business including grievances, arbitrations, PERB proceedings, disciplinary actions, and all other union business. Employees requesting union leave shall follow departmental procedures when seeking approval of such leave. There shall be no accrual of leave under this section. Labor management meetings and contract negotiations will not be deducted from the 20 days. No more than two (2) employees who are on duty will be released with pay for contract negotiation sessions.


Delegates to union conventions shall be permitted to attend provided such leave time is within the 20-day annual limit. The excuse time shall not be granted to more than two at any given time. Requests for such leave must be submitted five (5) days prior to such meeting. The Police Chief or his/her designee may waive that provision when the union can demonstrate that the provision could not be met.

Agreement


This agreement shall begin January 1, 2025, and continue in force to and including December 31, 2028. 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 28 day of Feb 2025, at the Town of Shandaken, New York.

For the Town:


For Council 82:


Peter DiScafani, Town Supervisor


Date: 2/25/25


Matthew VanValkenburg, President Local 9710


Date: 02/25/2025


Kevin VanBlarcum, Town Board

Date: 2/25/25


Tom Sharon, Negotiation Team Member

Date: 2/25/2025


Mike Surprenant, Council 82 Staff Director

Date: 2/24/2025

APPENDIX "A"

2025 Police Employee Hourly Wage Calculator				
Position			Salary	Rate
F/T Officer	2024 Base Salaries	*Starting Base>	\$58,406.40	\$28.08
As Per Contract After	\$59,550.40	1 Yr. (+4%)	\$61,932.42	\$29.78
	\$61,172.80	2 Yrs. (+4%)	\$63,619.71	\$30.59
	\$62,857.60	3 Yrs. (+4%)	\$65,371.90	\$31.43
	\$66,144.00	4 Yrs. (+4%)	\$68,789.76	\$33.07
	\$68,910.40	5 Yrs. (+4%)	\$71,666.82	\$34.46
As Per Contract After	Longevity (\$350)	6 Yrs. (+350)	\$72,016.82	\$34.62
		7 Yrs. (+350)	\$72,366.82	\$34.79
		8 Yrs. (+350)	\$72,716.82	\$34.96
		9 Yrs. (+350)	\$73,066.82	\$35.13
		10 Yrs. (+350)	\$73,416.82	\$35.30
		11 Yrs. (+350)	\$73,766.82	\$35.46
		12 Yrs. (+350)	\$74,116.82	\$35.63
As per Contract After	Longevity (\$400)	13 Yrs. (+400)	\$74,516.82	\$35.83
		14 Yrs. (+400)	\$74,916.82	\$36.02
		15 Yrs. (+400)	\$75,316.82	\$36.21
		16 Yrs. (+400)	\$75,716.82	\$36.40
		17 Yrs. (+400)	\$76,116.82	\$36.59
		18 Yrs. (+400)	\$76,516.82	\$36.79
		19 Yrs. (+400)	\$76,916.82	\$36.98
		20 Yrs. (+400)	\$77,316.82	\$37.17
		21 Yrs. (+400)	\$77,716.82	\$37.36
		22 Yrs. (+400)	\$78,116.82	\$37.56
		23 Yrs. (+400)	\$78,516.82	\$37.75
		24 Yrs. (+400)	\$78,916.82	\$37.94
		25 Yrs. (+400)	\$79,316.82	\$38.13
Sergeant F/T		5 year step +8%	\$77,400.16	\$37.21
	Plus corresponding longevity			
Sergeant P/T		5 year step +8%		\$37.21
		Plus \$120 stipend bi-weekly		
Detective	Base + Longevity	+\$2080 Annum	XXXXXXX	\$1.00/Hr
P/T Officer		Base	XXXXXXX	\$28.08

APPENDIX "A"

2026 Police Employee Hourly Wage Calculator

Position			Salary	Rate
F/T Officer	2025 Base Salaries	*Starting Base>	\$60,742.00	\$29.20
As Per Contract After	\$62,527.92	1 Yr. (+4%)	\$65,029.04	\$31.26
	\$64,231.44	2 Yrs. (+4%)	\$66,800.70	\$32.12
	\$66,000.48	3 Yrs. (+4%)	\$68,640.50	\$33.00
	\$69,451.20	4 Yrs. (+4%)	\$72,229.25	\$34.73
	\$72,355.92	5 Yrs. (+4%)	\$75,250.16	\$36.18
As Per Contract After	Longevity (\$350)	6 Yrs. (+350)	\$75,600.16	\$36.35
		7 Yrs. (+350)	\$75,950.16	\$36.51
		8 Yrs. (+350)	\$76,300.16	\$36.68
		9 Yrs. (+350)	\$76,650.16	\$36.85
		10 Yrs. (+350)	\$77,000.16	\$37.02
		11 Yrs. (+350)	\$77,350.16	\$37.19
		12 Yrs. (+350)	\$77,700.16	\$37.36
As per Contract After	Longevity (\$400)	13 Yrs. (+400)	\$78,100.16	\$37.55
		14 Yrs. (+400)	\$78,500.16	\$37.74
		15 Yrs. (+400)	\$78,900.16	\$37.93
		16 Yrs. (+400)	\$79,300.16	\$38.13
		17 Yrs. (+400)	\$79,700.16	\$38.32
		18 Yrs. (+400)	\$80,100.16	\$38.51
		19 Yrs. (+400)	\$80,500.16	\$38.70
		20 Yrs. (+400)	\$80,900.16	\$38.89
		21 Yrs. (+400)	\$81,300.16	\$39.09
		22 Yrs. (+400)	\$81,700.16	\$39.28
		23 Yrs. (+400)	\$82,100.16	\$39.47
		24 Yrs. (+400)	\$82,500.16	\$39.66
		25 Yrs. (+400)	\$82,900.16	\$39.86
Sergeant F/T		5 year step +8%	\$81,270.17	\$39.07
	Plus corresponding longevity			
Sergeant P/T		5 year step +8%		\$39.07
	Plus \$130 stipend bi-weekly			
Detective	Base + Longevity	+\$2080 Annum	XXXXXXX	\$1.00/Hr
P/T Officer		Base	XXXXXXX	\$29.20

APPENDIX "A"				
2027 Police Employee Hourly Wage Calculator				
Position			Salary	Rate
F/T Officer	2026 Base Salaries	*Starting Base>	\$63,171.68	\$30.37
As Per Contract After	\$65,654.32	1 Yr. (+4%)	\$68,280.49	\$32.83
	\$67,443.01	2 Yrs. (+4%)	\$70,140.73	\$33.72
	\$69,300.50	3 Yrs. (+4%)	\$72,072.52	\$34.65
	\$72,923.76	4 Yrs. (+4%)	\$75,840.71	\$36.46
	\$75,973.72	5 Yrs. (+4%)	\$79,012.66	\$37.99
As Per Contract After	Longevity (\$320)	6 Yrs. (+350)	\$79,362.66	\$38.16
		7 Yrs. (+350)	\$79,712.66	\$38.32
		8 Yrs. (+350)	\$80,062.66	\$38.49
		9 Yrs. (+350)	\$80,412.66	\$38.66
		10 Yrs. (+350)	\$80,762.66	\$38.83
		11 Yrs. (+350)	\$81,112.66	\$39.00
		12 Yrs. (+350)	\$81,462.66	\$39.16
As per Contract After	Longevity (\$375)	13 Yrs. (+400)	\$81,862.66	\$39.36
		14 Yrs. (+400)	\$82,262.66	\$39.55
		15 Yrs. (+400)	\$82,662.66	\$39.74
		16 Yrs. (+400)	\$83,062.66	\$39.93
		17 Yrs. (+400)	\$83,462.66	\$40.13
		18 Yrs. (+400)	\$83,862.66	\$40.32
		19 Yrs. (+400)	\$84,262.66	\$40.51
		20 Yrs. (+400)	\$84,662.66	\$40.70
		21 Yrs. (+400)	\$85,062.66	\$40.90
		22 Yrs. (+400)	\$85,462.66	\$41.09
		23 Yrs. (+400)	\$85,862.66	\$41.28
		24 Yrs. (+400)	\$86,262.66	\$41.47
		25 Yrs. (+400)	\$86,662.66	\$41.66
Sergeant F/T		5 year step +8%	\$85,333.68	\$41.03
	Plus corresponding longevity			
Sergeant P/T		5 year step +8%		\$41.03
	Plus \$140 stipend bi-weekly			
Detective	Base + Longevity	+\$2080 Annum	XXXXXXX	\$1.00/Hr
P/T Officer		Base	XXXXXXX	\$30.37

APPENDIX "A"				
2028 Police Employee Hourly Wage Calculator				
Position			Salary	Rate
F/T Officer	2027 Base Salaries	*Starting Base>	\$65,698.55	\$31.59
As Per Contract After	\$68,937.03	1 Yr. (+4%)	\$71,694.51	\$34.47
	\$70,815.16	2 Yrs. (+4%)	\$73,647.77	\$35.41
	\$72,765.53	3 Yrs. (+4%)	\$75,676.15	\$36.38
	\$76,569.95	4 Yrs. (+4%)	\$79,632.75	\$38.28
	\$79,772.40	5 Yrs. (+4%)	\$82,963.30	\$39.89
As Per Contract After	Longevity (\$350)	6 Yrs. (+350)	\$83,313.30	\$40.05
		7 Yrs. (+350)	\$83,663.30	\$40.22
		8 Yrs. (+350)	\$84,013.30	\$40.39
		9 Yrs. (+350)	\$84,363.30	\$40.56
		10 Yrs. (+350)	\$84,713.30	\$40.73
		11 Yrs. (+350)	\$85,063.30	\$40.90
		12 Yrs. (+350)	\$85,413.30	\$41.06
As per Contract After	Longevity (\$400)	13 Yrs. (+400)	\$85,813.30	\$41.26
		14 Yrs. (+400)	\$86,213.30	\$41.45
		15 Yrs. (+400)	\$86,613.30	\$41.64
		16 Yrs. (+400)	\$87,013.30	\$41.83
		17 Yrs. (+400)	\$87,413.30	\$42.03
		18 Yrs. (+400)	\$87,813.30	\$42.22
		19 Yrs. (+400)	\$88,213.30	\$42.41
		20 Yrs. (+400)	\$88,613.30	\$42.60
		21 Yrs. (+400)	\$89,013.30	\$42.79
		22 Yrs. (+400)	\$89,413.30	\$42.99
		23 Yrs. (+400)	\$89,813.30	\$43.18
		24 Yrs. (+400)	\$90,213.30	\$43.37
		25 Yrs. (+400)	\$90,613.30	\$43.56
Sergeant F/T		5 year step +8%	\$89,600.36	\$43.08
		Plus corresponding longevity		

Sergeant P/T		5 year step +8%		\$43.08
		Plus \$150 stipend bi-weekly		
Detective	Base + Longevity	+\$2080 Annum	XXXXXXX	\$1.00/Hr
P/T Officer		Base	XXXXXXX	\$31.59