

**EMPLOYMENT AGREEMENT
DIRECTOR OF EMERGENCY MEDICAL SERVICES**

AGREEMENT made this 1st day of January, 2016 by and between the **ARLINGTON FIRE DISTRICT**, (hereinafter Employer) and **DAVID A. VIOLANTE** (hereinafter Employee).

OVERVIEW:

This civil service position shall conform to all the rules, regulations, and requirements of the New York State Civil Service position description for Director of Emergency Medical Services.

TERM:

This agreement shall be for a period commencing January 1, 2016 and terminating December 31, 2018. In the event of separation from the Employer, the Employee shall only be owed salary and benefits through the last effective date of employment, and the contract shall be void as of such date.

LEAVE OF ABSENCE:

The Employee shall be granted a leave of absence from his position as Assistant Director of EMS while serving in a probationary appointment as the Director of EMS.

HOURS:

A workweek shall consist of 40 hours excluding benefit time. The employee shall be regularly scheduled to work Monday through Friday from 7am to 3pm. This schedule may be adjusted upon prior written approval from the Chief. Hours spent working past 40 hours which have been approved by the Chief or Board of Fire Commissioners, may be accrued at time and a half as compensation time, flexed within the normal working week, or submitted for payment at time and a half as overtime.

The accrual of compensatory time shall not exceed 80 hours. Compensatory time may be carried over from one year to the next, but in no event shall the total accumulated compensatory time exceed 80 hours.

UNIFORM & EQUIPMENT:

The uniform worn shall conform to District guidelines for summer/winter regulations, dress occasions, parades, protective clothing, etc. The District shall provide all of the above uniforms deemed necessary. The appropriate dress code may be adjusted upon prior written approval from the chief. The District shall reimburse the employee a maximum of \$40 per month for the use of his personal cell phone, computer, and/or data plan for District business. Employee shall submit a monthly voucher requesting reimbursement for such expenses.

REQUIRED CERTIFICATIONS:

Certifications will be current as indicated in the New York State Civil Service position description for Director of Emergency Medical Services: New York State Department of Health Certified Paramedic, Hudson Valley Regional EMS Medical Advisory Committee Credentials.

COURT APPEARANCES:

Due to the nature of the position, any hours spent by the Director of EMS appearing in court, pre-trial hearings, or at an attorney's office for any action related to District business shall be considered as working hours and reimbursable under the terms of this contract.

JURY DUTY:

If the Director of EMS is called for and actually serves on jury duty, he shall be given leave of absence with pay for the duration of the service. When the Director of EMS serves more than one-half day on jury duty, including travel time from jury duty to the work location, he shall not be required to report to work that day; however, if service is less than one-half day, including travel time from jury duty to the work location, the Director of EMS shall report for work.

The Director of EMS shall provide the Chief or Board of Fire Commissioners with documentary proof, from the Commissioner of Jurors of his time actually served. No jury duty leave of absence with pay will be granted for voluntary time served on a jury.

The District shall be entitled to a credit against wages for any payments, fees, mileage, or any other payments the Employee actually received for his service as a juror.

SALARY:

The base salary for the first year of this agreement shall be \$90,000. Effective January 1, 2017, the Employee will receive a 2% base salary increase from the previous year. The base salary for the third year of this agreement shall be determined at a future date, but in no event shall the Employee's salary in the third year of this Agreement be less than the salary in the second year of this Agreement.

STIPENDS:

NYS Certified Instructor Coordinator: \$5000

The Employee holds this certification beyond the position description of Director of EMS and utilizes the certification to perform NYS DOH credentialed ongoing training, recertification, and management of members of the District through the NYS DOH CME based recertification program. Included in ongoing training is teaching classes, providing CME offerings, and appropriately authorizing training that meets the requirements of the NYS DOH CME program. The Employee will assist members in completion of their recertification requirements, based on the needs of the District and in conjunction with the training bureau, which will include but is not limited to delivering core/non-core content. The stipend shall be paid in equal monthly installments. Employee shall submit a monthly voucher requesting such payments. The stipend is not added to the base salary. In the event the Employee separates from employment with the District prior to the month of December, the Employee shall be paid a pro-rated amount of the total stipend. The employee will flex hours in the work schedule when it is necessary to teach beyond normal working hours so as not to incur overtime.

LONGEVITY PAY:

Longevity pay is provided for continuous length of service in the Arlington Fire District and is paid annually as follows:

- After: (13) years - \$1,800 per year
- (17) years - \$2,000 per year
- (21) years - \$2,400 per year

Longevity pay shall be incorporated into the Employee’s annual salary and shall not be cumulative. For purposes of calculating longevity, the anniversary date of initial employment is January 1, 2000.

BENEFIT TIME:

The Director of EMS shall be credited with benefit time at the following rates:

- Vacation 3.85 hours per weekly pay period (200 Hours / Year)
- Sick 2.31 hours per weekly pay period (10 Hours / Month)
- Personal 1.08 hours per weekly pay period (56 Hours / Year)
- Holiday 1.85 hours per weekly pay period (96 Hours / Year)
- Bereavement 5 days for immediate family; immediate family shall be defined as spouse, child, parent, brother or sister. 3 days for mother-in-law, father-in-law, and grandparents.

A maximum of 40 hours of vacation may be carried over from one year to the next, but in no event shall the employee accumulate more than 216 hours of vacation time. Unused vacation time shall be paid out at the Employee’s per diem rate of pay upon separation from employment with the District. Personal and Holiday time shall not be carried over from one year to the next and shall have no cash-in value upon separation from employment.

Sick leave may be accrued up to a maximum of 180 hours. When requested by the District, the employee will provide a physician's note when on sick leave for more than four (4) consecutive days. The employee may use sick leave for illness or injury to a spouse, child or parent.

It is understood that any absence of five (5) consecutive work days or more will need approval from the Chief or Board of Fire Commissioners, with the exception of sick leave, and will not be taken in such a way as to compromise normal EMS operations.

The employee is required to provide the Chief with at least three (3) days' notice of any time off request, excluding sick leave and personal leave. This requirement, at times, may be waived by the Chief.

Upon retirement after 25 years of continuous service in the Arlington Fire District, unused sick time will be paid at that year's current salary, on a sliding scale as follows, unless the employee becomes permanently disabled as a result of any injury sustained while on duty and is unable to work as indicated by a physician, in which case the employee will receive 100% of the accrued sick time at the time of leaving:

<u>Length of Notice</u>	<u>Percent of unused sick time paid</u>
1 year or greater	85%
Less than 1 year	50%

PROFESSIONAL DEVELOPMENT:

The Employer will provide reimbursement for professional development activities as related to the employee's job responsibilities up to a maximum amount of \$2,900.00 annually. All professional development for which reimbursement is sought shall require prior approval by the Chief.

RETIREMENT PLAN:

Retirement will be provided through the New York State Retirement System.

TERM LIFE INSURANCE:

The Employer will continue to provide the Employee with a \$25,000 Life Insurance policy, with an additional \$25,000 Accidental Death Benefit and Dismemberment clause equal to the face value of the policy. This policy may be continued into retirement provided the premiums are paid by the Employee. Details regarding the policy are found in the Summary Plan Description.

MEDICAL INSURANCE:

The Employer shall provide health insurance (individual, two-person [if available], or family) with an 11% contribution by the Employee. Health insurance, upon retirement, shall be available to the employee after 25 years of continuous service with the Arlington Fire District, until death, at the same rate of contribution that the employee paid when in active employment. The employee may continue in an individual, two-person [if available], or family plan in retirement. Upon death of the insured, the spouse of the insured employee or retired employee may elect to stay in the plan, but the individual must pay the full cost of the group rate provided by the District.

Effective January 1, 2017, and on an annual basis, the District will reimburse up to \$1,000 via a Health Reimbursement Account if enrolled in an individual plan and up to \$2,000 via a Health Reimbursement Account if enrolled in a Family Plan. The reimbursement rate shall be based on the Employee's status (i.e. individual or family) as of January 15th of each year. To the extent permitted by law, Employee may carry over up to \$500 of unexpended monies into the following plan year. Any amount over \$500 will be forfeited. To offset any additional out-of-pocket expenses incurred by Employee as a result of the change in health insurance plan, for the period of September 1, 2016 through December 31, 2016, the District shall make a one-time bonus payment of \$300 if enrolled in an individual plan and \$600 if enrolled in a family plan. Such payment shall be made no later than September 30, 2016.

Effective January 1, 2017, and on an annual basis, upon Employee's retirement from the District, provided Employee has at least 25 years of continuous service with the Fire District, the District will reimburse up to \$1,000 via a Health Reimbursement Account if enrolled in an individual plan and up to \$2,000 via a Health Reimbursement Account if enrolled in a Family Plan. Effective January 1, 2017, the reimbursement rate shall be based on the Employee's status (i.e. individual or family) as of January 15th of each year. If Employee retires after January 15th, the District's reimbursement shall be prorated and available for use by the retiree within 15 days of the Employee's date of retirement. To the extent permitted by law, the retiree may carry over up to \$500 of unexpended monies into the following plan year. Any amount over \$500 will be forfeited.

DENTAL INSURANCE:

The Employer shall provide the prevailing dental insurance to the Employee while in active employment to the same extent it is offered to the members of the Arlington Professional Firefighters Association.

OPTICAL INSURANCE:

The Employer shall provide the prevailing optical insurance to the Employee while in active employment to the same extent it is offered to the members of the Arlington Professional Firefighters Association.

HOLD HARMLESS CLAUSE:

The District shall defend and indemnify employee to the extent permitted under Section 18 of the Public Officers Law for actions within employee's scope of employment.

SAVING CLAUSE:

If any provision of this agreement or the application of a provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

FULL AND COMPLETE AGREEMENT:

This agreement constitutes the full and complete agreement between the parties, except as it may be modified by signed written agreement between them, and shall not be subject to oral modification, nor shall parol evidence be admissible to establish an oral modification thereof. This agreement shall supersede any prior employment contract between the Director of EMS and the Fire District.

AGREED TO:

Signature	Date
James L. Beretta, Chairman Board of Fire Commissioners Arlington Fire District	

Signature	Date
David Violante, MPH, MPA, AEMT-P Director of EMS Arlington Fire District	