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Contract Database Metadata Elements

Title: **Carmel, Town of and International Brotherhood of Teamsters (IBT), Local 456 (2008)**

Employer Name: **Carmel, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **456**

Effective Date: **01/01/08**

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BC | 7302

COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 456, I.B.T.

and

TOWN OF CARMEL

January 1, 2008 through December 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 07 2009

ADMINISTRATION

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AGREEMENT effective on the 1st day of January, 2008 between the **TOWN OF CARMEL** (hereinafter referred to as the "Employer") and **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter referred to as the "Union").

ARTICLE I

UNIT

This Agreement shall apply to all employees employed in classifications within the Highway Department of the Town as listed in Schedule A annexed hereto, and all employees employed in the classifications within the Recycling Department of the Town as listed in Schedule "B" annexed hereto. CETA and PARC employees are excluded from this unit.

ARTICLE II

RECOGNITION

Section 1: The Union, having heretofore presented appropriate evidence that it represents the majority of the employees represented on Schedule "A" and Schedule "B" annexed, is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Town of Carmel Highway Department and Recycling Department in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2: The Union shall have the right to post notices and other communications on a bulletin board installed by the Union on the premises and facilities of the employer at a location approved by the Employer. The officers and agents of the Union shall have the right of visitation upon the Employer's facilities for the purpose of adjusting grievances and administering the terms

and conditions of this Agreement at any time after 4:00 P.M. or on notice to the Superintendent of Highways or the Town Supervisor, at any other time.

Section 3: The employee who is designated or selected as Shop Steward in each department shall be permitted, on notice to the Superintendent of Highways or the Town Supervisor, time from work in reasonable amounts for the purpose of adjusting grievances and for the administration of this Agreement in accordance with established Union practices.

ARTICLE III

RECIPROCAL RIGHTS

The Union recognizes the right of the Employer to manage but not in conflict with the terms and conditions of this contract; and the Employer recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Employer and Union shall each so administer its responsibilities as to be impartial and fair to all employees.

ARTICLE IV

CHECKOFF CLAUSES

Section 1: The Town agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts designated by the the Union as membership dues, together with a list of employees from whose wages such deductions have been made which shall be forwarded to the Union within ten (10) days after the last day of the month for which deductions were made.

Section 2: The Town agrees to deduct from the wages of those employees to which this Agreement is applicable and who have not executed deduction authorization cards an amount equivalent to the dues deductions of those employees who are members of the Union and who

have executed deduction authorization cards. Such monies shall be forwarded to the Union, as an agency shop fee, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

ARTICLE V

CLASSIFICATION RATES AND WAGES

Section 1: The wages to be paid for each classification within the Highway Department of the Town for the years 2004, 2005, 2006 and 2007 shall be indicated on Schedule "A" annexed hereto. The wages to be paid for each classification within the Recycling Department of the Town for the years 2004, 2005, 2006 and 2007 shall be indicated on Schedule B annexed hereto.

Section 2: Employees are entitled to an annual longevity payment based on the employee's continuous years of service to the Town according to the following schedule effective on the dates indicated:

	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
Start of 5th year	\$1,566.00	\$1,629.00	\$1,694.00	\$1,762.00
Start of 10th year	\$1,928.00	\$2,005.00	\$2,085.00	\$2,169.00
Start of 15th year	\$2,169.00	\$2,256.00	\$2,346.00	\$2,440.00
Start of 20th year	\$2,771.00	\$2,881.00	\$2,997.00	\$3,1179.00

A. The amounts set forth above are non-cumulative and shall be paid annual in a lump sum by separate check in the first pay period after the employee becomes eligible based on the employee's continuous years of service with the Town.

B. Employees in their last year of employment with the Town, shall be entitled to a prorated portion of annual longevity based on the time served from their anniversary date to their

date of separation from Town service. In the event separation is caused by the death of the employee such payment shall be made to the employee beneficiary or estate, as the case may be.

ARTICLE VI

WORK DAY AND WORK WEEK

Section 1: In the Highway Department, the work day shall consist of eight (8) hours and the work week shall consist of five (5) days, Monday to Friday, except as otherwise provided.

The work day in the Recycling Department shall be eight (8) hours and the work week shall consist of five (5) days, Tuesday to Saturday, except as otherwise provided.

Section 2: Any work which of necessity must regularly be performed on the sixth (6th) or seventh (7th) day of a work week shall be performed on five (5) consecutive days at straight time with two (2) consecutive days off.

Section 3: In the Highway Department, the working hours for the employees shall be from 7:00 A.M. to 3:30 P.M. of each work day. The working hours for the Recycle Department shall also be from 7:00 A.M. to 3:30 P.M. of each work day.

Section 4: Each employee will receive three quarters (3/4) of an hour for lunch, commencing at 11:45 A.M. and ending at 12:30 P.M. In addition, each employee shall receive one (1) coffee break during each working day, lasting for fifteen (15) minutes each, and occurring from 9:00 A.M. until 9:15 A.M.

ARTICLE VII

PREMIUM TIME

Section 1: Time and one-half (1-1/2) the regular rate shall be paid:

- A. On the sixth (6th) day of a work week;
- B. After eight (8) hours per day;
- C. After forty (40) hours per week;
- D. Before the regularly established starting time as set by the Town.
- E. On Saturday, as such except when Saturday is part of a regular work week including Saturday.

Section 2: Double time will be paid:

- A. Work on the seventh (7th) day;
- B. For work on Sunday, as such, when Sunday is not part of the regular week.

Section 3: Work on a paid holiday shall be compensated at two (2) times the employees' normal rate of pay, plus the regular days' pay. Employees who work on any of the paid holidays set forth in Article VIII of this Agreement or the in-lieu day shall be paid as set forth below:

A. If a paid holiday falls on a Saturday, the in-lieu of holiday shall be on the preceding Friday. An employee who works on both the Friday and the Saturday shall be paid at double (2) time for one (1) day and time and one-half (1-1/2) for the other day. In the event that the employee works on either the Friday or the Saturday (one of the two days) the employee shall be paid at double (2) time rate.

B. If a paid holiday falls on a Sunday, the in-lieu of holiday shall be on the following Monday. All employees who work on either Sunday or Monday, the in-lieu of day, shall be paid at double (2) time rate.

Section 4: There shall be ten percent (10%) shift differential for the night shift, but not for emergency work.

ARTICLE VIII

HOLIDAYS

Section 1: The following shall be paid holidays and will be paid irrespective of the day on which they fall:

- | | |
|--------------------------------|--------------------|
| New Year's Day | Lincoln's Birthday |
| Washington's Birthday | Good Friday |
| Decoration Day | Independence Day |
| Labor Day | Columbus Day |
| Election Day | Veteran's Day |
| Thanksgiving Day | Christmas Day |
| The Day following Thanksgiving | |

Section 2: In general, holidays that occur on a Saturday shall be celebrated on the preceding Friday. In general, holidays that occur on a Sunday shall be celebrated on the following Monday.

ARTICLE IX

VACATION

Section 1: The vacation schedule for all employees shall be as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION ALLOWANCE</u>
After 1 year of continuous employment	2 weeks
After 3 years of continuous employment	3 weeks
After 5 years of continuous employment	4 weeks
After 10 years of continuous employment	5 weeks

Section 2: All vacations are to be measured for continuous employment, and a seniority list shall be used to indicate dates of first day of continuous employment.

Section 3: Vacations shall be scheduled by the Department Head on a seniority basis within the classification.

Section 4: When a Town holiday occurs during an employee's vacation, such day shall not be charged to an employee's vacation allowance.

Section 5: Employees shall receive all vacation wage payments prior to using vacation allowance. It shall be the responsibility of the employees to advise the bookkeeper at least two (2) weeks in advance of his/her vacation leave in order to timely receive such payments.

Section 6: Employees who call in sick on one (1) or more days prior to or after vacation shall provide the Town with a certification signed by a physician, certifying that they were injured or ill on that date(s).

Section 7: Employees shall be paid by the Town all accrued vacation wage payments upon separation from employment.

ARTICLE X

SICK LEAVE

Section 1: Each employee shall have fifteen (15) sick leave days per year, with pay, accumulated to two hundred (200) days.

Section 2: Employees must call the office when sick and when ready to return.

Section 3: After three (3) days absence for illness, employees must have a doctor's certificate when returning to work.

Section 4: The Town reserves the right to require a physical examination by a physician of its own choosing to determine an employee's fitness to return to work following any absence because of illness or accident of more than three (3) days.

Section 5: Those employees with at least five (5) continuous years of Town service shall upon retirement, resignation or death be reimbursed for accumulated sick leave in accordance with the following:

Amount of Accumulated Sick Leave at Retirement Resignation or Death

Portion of Accumulated Days for which Reimbursement Will be Made¹

100-200

75% of all days

50-99

35% of all days

0-49

25% of all days

Section 6: On December 31, 1993, and each December 31 thereafter, employees may elect either to receive one-half (1/2) of the unused balance of that year's annual entitlement of sick leave paid in cash in full satisfaction of the entire unused balance or credit the entire unused balance of that year's annual entitlement to his/her accumulated sick leave. If the employee elects cash payment, such payment shall be made at the rate of pay in effect for the employee on December 31st, in the year which the sick leave was earned.

ARTICLE XI

WELFARE PAYMENTS

Section 1: The Town shall pay the full cost of the hospital insurance for the employee and his/her family, i.e., spouse and eligible children in accordance with the insurance contract. The insurance provided by the Town includes Blue Cross, Blue Shield and Metropolitan Major Medical Plan. This does not include dental coverage.

Section 2: Employees who retire at age fifty-five (55) or older and who have at least fifteen (15) years of service with the Town shall be entitled to fully paid health insurance on such retiree and his/her eligible dependents.

Section 3: There has been created by the employees of the Town of Carmel an Employee Welfare Fund. The Town of Carmel shall make an annual contribution of One Thousand Fifty (\$1,050.00) Dollars per employee to such Welfare Fund which shall be used for

¹ The number of days for which payment shall be made shall be rounded up to the next full day if the percentage applied to the accumulation results in a fractional part of a day. Payments shall be made at the employee's then current base rate of pay without the addition of overtime, etc.

the benefits of the employees of the Town of Carmel.

Section 4: The Town shall provide New York State Disability Insurance on each employee.

ARTICLE XII

BI-WEEKLY PAY

Section 1: Employee shall be paid bi-weekly.

Section 2: Employees shall be paid by 3:30 P.M.

ARTICLE XIII

PERMANENT STATUS

All employees shall have permanent status after six (6) months of employment, subject to New York State Civil Service requirements.

ARTICLE XIV

WORKING CLOTHES

Section 1: Employees must report to work dressed in a neat and orderly fashion, in accordance with the directives of the Highway Superintendent, which shall be reasonable.

Section 2: The Town shall provide each employee with an annual clothing allowance of Five Hundred Fifty (\$550.00) Dollars per year. The annual clothing allowance shall be paid on the pay day for the first full pay period after February 1 of each year.

A. Employees shall provide their own foul weather gear (rain coat and boots) and in inclement weather have the foul weather gear available for use.

Section 3: Those employees assigned to the Recycling Department shall be provided with, and must wear as directed, safety goggles and safety gloves. Gloves and goggles will be replaced on an as needed basis when the employee surrenders the damaged article. Employees shall be responsible for replacing lost articles.

ARTICLE XV

OVERTIME

Section 1: When no emergency exists, overtime shall be distributed as equally as possible among the employees in a particular classification within a department.

Section 2: During the months of November through April, employees shall make themselves available for overtime assignment. Failure of an employee to make himself/herself available for overtime assignment shall subject him/her to discipline including but not limited to, discharge. Disputes under this section shall be subject to the grievance procedure of this Agreement.

Section 3: Employees may elect to defer payment of overtime worked to a later pay period within the fiscal year in which the overtime was worked, but not later than the second paycheck in December of that fiscal year. Requests for deferred payment shall be for the full period of overtime worked in a day, but may be for overtime worked on more than one (1) day. Requests for payment of overtime worked must be for the full amount of overtime worked on a day. Requests for deferred payment of overtime worked and requests for payment of deferred overtime shall be made on the forms attached to this agreement as Appendix "A" and Appendix "B". Employees shall be subject to the conditions set forth in Appendix "A" and Appendix "B" attached to and made part of this Agreement.

ARTICLE XVI

BEREAVEMENT LEAVE

Section 1: All employees will be entitled to five (5) days death leave for members of the immediate family, which includes brother, sister, spouse, mother, father, children, mother-in-law and father-in-law of the employee.

Section 2: All employees will be entitled to one (1) day death leave for the death of a

brother-in-law or sister-in-law and grandparents.

ARTICLE XVII

PERSONAL LEAVE

Three (3) days' personal leave per annum shall be granted for legitimate reasons, with reasonable advance written notice, subject to administrative decision.

ARTICLE XVIII

SENIORITY

The seniority of each employee dates from his/her last hiring date of full-time employment with the Town. Layoffs and transfers shall be made within the department and governed by seniority with due consideration to fitness, skill, ability, competence and the New York State Civil Service Law. However, the Town shall have the right to the assignment of equipment based on the qualification of the employee.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Section 1: An employee who is called in during off-duty time shall be entitled to a minimum of four (4) hours pay at the appropriate overtime rate. The shop steward, or assistant shop steward if the shop steward is unavailable, shall be given the first opportunity to be called in during off-duty time. An employee who is sick on Friday shall not be called in until Monday, unless no other employee is available.

Section 2: Individuals not covered by this Agreement shall not drive Highway Department or Recycling Department equipment, unless nobody covered hereunder is available.

Section 3: Effective January 1, 1998, the Town shall reimburse an employee who obtains a Commercial Drivers License (CDL) with endorsements the difference in cost over a regular CDL and a CDL with endorsements.

Section 4: Effective January 1, 1998, Mechanics (if they maintain a toolbox on their job site) shall be entitled to be reimbursed for the purchase of tools to a maximum of Three Hundred (\$300.00) Dollars per year. Reimbursement shall be made after the Mechanic submits to the Town proof of purchase of such tools.

Section 5: Employees with at least three (3) years of service with the Town of Carmel who are injured on the job and are covered by Workers' Compensation for the injury shall receive their wages for a period of three (3) months. The Town Board, in its sole discretion, may extend this period for an additional three (3) months. Employees with at least five (5) years of service with the Town of Carmel who are injured on the job and are covered by Workers' Compensation for the injury shall receive their wages for a period of six (6) months. The Town Board, in its sole discretion, may extend this period for an additional six (6) months. An employee will not be required to exhaust accumulated sick leave prior to utilizing the benefits contained herein. If any employee receives his/her wages under the provisions of this Section, the Town shall receive and retain any and all compensation payments made to, or on behalf of, the injured employee.

Section 6: Any employee who is called to serve on jury duty shall receive his/her wages for the period of time that he/she so serves, provided that the employee pays to the Town any and all payments that he/she received for service as a juror.

Section 7: Any employee who is a volunteer fireman with the Town of Carmel shall receive his/her wages for any time that he/she is absent from his/her normal work hours to respond to a fire emergency.

Section 8: Any employee who is a volunteer ambulance driver shall receive his/her wages for any time that he/she is absent from his/her normal work hours to respond to an emergency ambulance call.

Section 9: Employees in the Recycling Department may be used, in the sole

discretion of the Town, for work in the Highway Department, provided that such work performed in a higher classification shall be compensated at the higher classification rate.

Section 10: There shall be a maximum of four (4) employees assigned to the Recycling Department work schedule. Those employees assigned to the Recycling Department shall work a Tuesday to Saturday work week.

A. In the event that there is a shortage of employees in the Recycling Department on a Saturday, the Town shall first seek volunteers from within the same job title or the next higher job title where the shortage exists. In the event that no employee volunteers, the Town may order the least senior employee with the most appropriate job title to perform the recycling duties. The employee, either volunteer or ordered, shall be paid at the appropriate contractual rate of pay.

Section 11: Effective August 1, 1989, the Employer will adopt 75-G of the New York State Retirement Plan. Effective January 1, 1990, the Employer will adopt 41-j of the New York State Retirement Plan.

Section 12: COMMERCIAL AND/OR N.Y. STATE DRIVERS LICENSE

A. In accordance with the Federal Commercial Motor Vehicle Safety Act of 1986, a commercial driver must notify the Highway Superintendent within four (4) days of his/her conviction of any traffic violation, except for a parking violation.

B. It is an employee's responsibility to immediately, when such employee becomes aware that his/her license (either a commercial driver's license or any other driver's license) has been suspended or revoked to report the suspension or revocation to the Highway Superintendent or his/her designee.

C. Loss of the employee's privilege of driving may result in disciplinary action against the employee.

D. A violation of the provisions of this Article XIX, Section 12,, may result in

disciplinary charges, the penalty for which may include termination from Town employment.

E. In the event that an employee is subject to disciplinary charges pursuant to this Section 12, the employee shall be reduced to the classification of Laborer, at Laborer's rate of pay, until such charges are adjudicated by the Town Board. In the event the charged employee does not voluntarily agree to be reduced to the classification of Laborer, said employee may be subject to suspension without pay until the disciplinary charges are adjudicated by the Town Board.

ARTICLE XX

HIGHER CLASSIFICATION

Employees who perform work in a higher classification shall be paid for such work at the higher classification rate.

ARTICLE XXI

SEASONAL EMPLOYMENT

Nothing herein contained shall limit the right of the Town to engage seasonal employees at such rate as may be fixed by the Town and such seasonal employees shall not be required to become members of the Union.

ARTICLE XXII

DISCIPLINARY ACTION

Section 1: Abuse by the employee of any of the provisions of this contract shall be subject to disciplinary action by the Town.

Section 2: Under no conditions shall drinking or stealing be tolerated by an employee and such abuse shall be grounds for immediate dismissal.

Section 3: Disciplinary action, appeals therefrom, and all related matters shall be

pursuant to Sections 75 and 76 of the New York Civil Service Law.

ARTICLE XXIII

APPLICABLE LAW

The Agreement is made and entered into with the understanding and recognition that the Civil Service Law of the State of New York supersedes any provisions hereof which may be in conflict with such law. If there is conflict between any portion hereof and the Civil Service Law, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE XXIV

NO STRIKE, NO LOCKOUT PROVISIONS

The Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XXV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any dispute arising concerning the interpretation or application of the terms of this contract, or the rights claimed to exist thereunder, shall be the subject of a grievance and shall be processed in accordance with the following procedure.

Section 2: A grievance of an employee or employees shall be presented by his/her or their Shop Steward and the employee concerned to their immediate Supervisor.

Section 3: In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented in writing by the Union to the Department Head.

Section 4: In the event that such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within five (5) working days, then the Union may present the same to the Supervisor, or his/her designee, for settlement.

Section 5: In the event that such grievance is not then disposed of, either party, no later than sixty (60) calendar days after presentation under Section 4, may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding; however, such arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement.

All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of the services of the arbitrator will be divided equally between the Town and the Union.

ARTICLE XXVI

ABOLITION OF PAST PRACTICES

The parties hereto agree that, prior to the execution of this Agreement, several past practices existed that related to the terms and conditions of employment. During the course of negotiations, the parties incorporated each and every past practice into the terms of this Agreement. Accordingly, the parties hereby represent that there are no past practices which have not been incorporated herein and, should any such past practice be subsequently claimed, the parties hereby waive reliance thereupon for any reason whatsoever.

ARTICLE XXVII

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2008 and shall continue to December 31, 2011.

ARTICLE XXVIII

TAYLOR LAW NOTICE

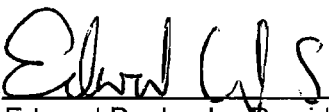
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOWN OF CARMEL

BY:  Date: 05/15/08

LOCAL 456, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

BY:  Date: _____
Edward Doyle, Jr., President

LOCAL 456, IBT TEAMSTERS CONTRACT
2008-2011

HIGHWAY DEPT WAGE RATES

Schedule "A"

CLASSIFICATION		% of increase		% of increase		% of increase		% of increase		
		1/1/2007	0.04	1/1/2008	0.04	1/1/2009	0.04	1/1/2010	0.04	1/1/2011
	* Daily Hours	8		8		8		8		8
	* Working days in year	261		262		261		261		260
Working Crew Chief	Hourly	28.56	1.14	29.70	1.19	30.89	1.24	32.13	1.29	33.41
	Daily	228.48		237.62		247.12		257.01		267.29
	Annual	59,633		62,256		64,499		67,079		69,495
Mechanic	Hourly	26.91	1.08	27.99	1.12	29.11	1.16	30.27	1.21	31.48
	Daily	215.28		223.89		232.85		242.16		251.85
	Annual	56,188		58,659		60,773		63,204		65,480
HMEO	Hourly	26.91	1.08	27.99	1.12	29.11	1.16	30.27	1.21	31.48
	Daily	215.28		223.89		232.85		242.16		251.85
	Annual	56,188		58,659		60,773		63,204		65,480
MEO	Hourly	26.97	1.01	26.98	1.06	27.44	1.10	28.54	1.14	29.69
	Daily	202.96		211.08		219.52		228.30		237.43
	Annual	52,973		55,303		57,295		59,587		61,733
Laborer	Hourly	24.21	1.09	25.18	1.01	26.13	1.05	27.23	1.09	28.32
	Daily	193.68		201.43		209.48		217.86		226.58
	Annual	50,550		52,777		54,675		56,862		58,910

RECYCLING DEPT WAGE RATE - SAME AS SAME TITLE ABOVE
Schedule "B"

APPENDIX "A"

TOWN OF CARMEL

REQUEST FOR DEFERRED PAYMENT OF OVERTIME WORKED

On _____, 200 , I worked _____ hours overtime. Pursuant to the collective bargaining agreement between Local 456, I.B.T. and the Town of Carmel this overtime is to be compensated at:

_____ hours at time and one-half (1-1/2) my normal rate of pay.

_____ hours at two (2) times my normal rate of pay.

Pursuant to the agreement between Local 456, I.B.T. and the Town of Carmel, I request that payment of _____ hours of overtime at _____ rate be paid to me at a later date as part of my regular pay check.

I understand and agree that the overtime payment will be paid me on my written request on the prescribed form (attached hereto) on the paycheck date I wish payment made. I further agree and understand that any and all deferred overtime payment due me for the current fiscal year shall be paid to me by the Town as part of the paycheck on the date requested by me or in the second paycheck in the month of December in the fiscal year the overtime was earned, whichever comes first.

Employee Name and Payroll Number

Received by:

_____ Date: _____

Copy to Employee: Date: _____

NOTE: REQUEST FOR PAYMENT MUST BE MADE ON THE PRESCRIBED FORM (APPENDIX "B") AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE OF REQUEST FOR PAYMENT.

APPENDIX "B"

TOWN OF CARMEL

REQUEST FOR PAYMENT OF DEFERRED OVERTIME

I, _____, payroll account # _____

request payment for _____ hours of overtime worked by me on

_____.

I request that said overtime be paid to me in my regular paycheck

on _____.

Employee Signature Date: _____

Received by:

Date: _____

Copy to Employee: Date: _____