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Union: **Carmel Lieutenants Benevolent Association**

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LTS | 8256

AGREEMENT

Between

TOWN OF CARMEL

And

TOWN OF CARMEL
LIEUTENANTS BENEVOLENT ASSOCIATION

JANUARY 1, 2008 - DECEMBER 31, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 07 2009

ADMINISTRATION

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AGREEMENT

This Agreement entered into this 1st day of January, 2008 by and between the TOWN OF CARMEL (hereinafter referred to as the "Town"), and the TOWN OF CARMEL LIEUTENANTS BENEVOLENT ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

A. The Town recognizes the Association as the sole and exclusive representative for members of the Town of Carmel Police Department assigned as Lieutenants (hereinafter referred to as "Employees").

B. The Association shall act as representative and/or agent in all negotiations with the Town within the scope of this Agreement, and when requested to do so by the Employee or Employees in question, in all grievance proceedings.

C. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or to participate in such strike.

ARTICLE II REPRESENTATION

The Town shall recognize the form of union security known as "Agency Shop." Any present or future Employee who is not a member of the Association and who does not make application for membership in the Association within thirty (30) days from the date that such Employee becomes eligible for membership or, in the case of present Employees, thirty (30) days of the execution of this Agreement, shall, as a condition of employment, have deducted by the Town, an amount of money

(to be called the "agency shop fee") equal to the Association dues, as a contribution toward the administration of this Agreement. The Association shall be solely responsible to account to such Employee for the disbursement of all funds collected pursuant to this section.

ARTICLE III
ANNUAL SALARY AND OVERTIME

Annual salaries shall be increased as follows:

Effective January 1, 2008	4%
Effective January 1, 2009	4%
Effective January 1, 2010	4%

SHIFT DIFFERENTIALS

Shift differentials. Employees shall receive an additional payment of seventy five cents (75 cents) for each hour worked on the 1530-2330 shift or the 1500-2300 (detective) shift and one dollar and twenty five cents (\$1.25) for each hour worked on the 2330-0730 shift. In the event the employee is entitled to overtime pay, the premium overtime rate shall be applicable, as well, to the shift differential appropriate for the employee's straight time shift assignment.

HOURLY RATE OF PAY

Employees shall be entitled to an hourly rate of pay calculated by dividing their annual rate of pay by 1984 hours, plus shift differential, where applicable.

Employees who work beyond their scheduled workweek shall be paid, at their option, at the rate of time and one-half (1½) their hourly rate in either cash payment or compensatory time. There shall be a 120 hour cap on the cash payment of overtime. Once an employee reaches the 120 hour cap for cash payment of overtime, the employee agrees to accept compensatory time in lieu of the cash payment of overtime. An employee may carry over up to a maximum of 32 hours of

compensatory time into the following fiscal year. Effective upon ratification of this Agreement, any compensatory time earned in excess of 32 hours must be used in the fiscal year earned unless the Chief of Police, due to extenuating circumstances, approved an extension of the use of the excess hours. However, in no event may the Chief extend the time to use compensatory time in excess of 32 hours beyond the end of February of the year following the year in which such days were earned.

Over the life of this Agreement, the Town shall have the option of paying an employee for all accumulated compensatory time earned prior to ratification of this Agreement.

CALL IN

Employees of the department who are called in during off duty time shall be entitled to a minimum of four (4) hours at overtime rates.

TOUR CHANGES

A. An Employee may have his/her duty tour rescheduled at the discretion of the Town. However, if said Employee has been notified of such change with less than forty-eight (48) hours advance of the time when the rescheduled duty tour is to begin, the Employee shall receive payment at the rate of one and one-half (1½) times his/her respective hourly pay.

B. The provisions of Section "A" above do not apply when an Employee's duty tour is rescheduled because of police training, police school, or if the Employee's squad is changed for disciplinary reasons. Police training and police school will be scheduled during working hours.

KNOWN OVERTIME

Any unit member who calls in sick for his/her regularly scheduled tour will not be eligible for voluntary overtime during the twenty-four (24) hour period surrounding the absence, provided that there are other unit members who are willing to volunteer for the overtime assignment.

OFF DUTY ACTION

An Employee who while off-duty assists or initiates police action within the Town limits and such action leads to an arrest or lengthy delay by such member shall be entitled to overtime pay for such time of delay or time made necessary by such arrest.

ARTICLE IV WORK WEEK AND WORK YEAR

WORKDAY

The standard workday shall be eight (8) hours, and the standard work week shall be forty (40) hours.

WORK YEAR AND WORK WEEK

A. The employees work year shall reflect an average of 251.86 work days per year. This shall include nine (9) chart days per year. Chart days shall be pro-rated if less than a full year is worked. Chart days must be used in the year earned.

B. In addition to the work schedule set forth in Section A above, Employees shall be scheduled for one (1) training day per year. Employee training shall be scheduled so as not to result in overtime payment. The scheduled training referred to herein shall be subject to the following restrictions:

- a. The Employee's training day shall not be scheduled on a paid holiday, on a weekend, nor when the Employee is on an authorized leave.
- b. Employees shall receive notice of training fifteen (15) days prior to the date the training is scheduled.
- c. No Employee shall be required to attend training on a day that the Employee, because of the scheduled training day, would be required to be on duty for sixteen (16) consecutive hours.

JURY DUTY

Employees shall be granted time off with no loss of pay or benefits to physically appear on jury duty. If the jury duty is for a period of time which is less than the employee's full shift, the employee is required to return to work for the remainder of his/her shift. Any per diem compensation received by the employee for such services shall be turned over to the Town.

ARTICLE V **HOLIDAYS**

A. All Employees shall have thirteen (13) holidays off per year with compensation. An Employee may elect to receive cash payments in lieu of the time off for any number of these holiday days, subject to the approval of the Chief of Police or Designee of the Town Board. Such approval will not be unreasonably withheld.

B. Employees who elect such cash compensation shall be paid in a separate check in one lump sum payment for the number of holidays cashed in on the 1st pay period in December of the year for which time is afforded and due.

C. Employees who work on a holiday will receive an additional day's pay, in addition to the regular holiday pay and regular pay, which shall represent working at least two holidays per year. Payment for these holidays will be incorporated into the payment in B above.

ARTICLE VI
PERSONAL LEAVE

Employees shall have four (4) personal days per year with compensation upon written request forty-eight (48) hours in advance, except in an emergency, addressed to the Employee's immediate superior and Chief of Police or Designee of the Town Board. Unused personal days shall be paid in the last pay period in December of each year. Personal days shall not be unreasonably denied.

ARTICLE VII
DEATH LEAVE

A. Employees shall be entitled to five (5) workdays, with pay, in the event of the death of the Employee's spouse, child, father, mother, father-in-law, mother-in-law or step-child.

B. Employees shall be entitled to three (3) workdays, with pay, in the event of the death of the Employee's brother or sister.

C. In addition to the Death Leave contained in Sections A and B of this Article and/or in the event of the death of other than those designated persons, Employees, upon request, may be granted time off, with pay, in the event of death. Such time off shall be deducted, at the choice of the Employee, from said Employee's personal days, paid holidays, vacation or accumulated compensatory time.

ARTICLE VIII
VACATION

A. All Employees shall be entitled to vacation leave, with pay, in accordance with the following schedule:

	<u>Working Days</u>
During the 1 st year of employment	7
During the 2 nd year of employment	15
During the 3 rd year of employment	16
During the 4 th year of employment	17
During the 5 th year of employment	18
During the 6 th year of employment	19
During the 7 th year of employment	20
During the 8 th year of employment and through the 15 th year of employment	21
During the 16 th year of employment and thereafter	30

B. All Employees shall be entitled to be paid in cash at the time of retirement from the Town's service pursuant to the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time standing to the credit of such Employee at the time of retirement and shall be paid to the Employee or his/her beneficiaries in the case of death.

C. Employees may elect to receive cash payment in lieu of vacation time for up to five (5) vacation days earned.

ARTICLE IX
SICK LEAVE

A. All Employees shall be entitled to eighteen (18) working days per year for sick leave.

B. Any Employee who utilizes three (3) or less sick leave days during the course of the year may cash in up to four (4) sick leave days at the unit member's per diem rate.

C. An Employee shall be entitled to accrue unused sick leave days up to a maximum of four hundred (400) days.

D. Sick leave absences shall first be charged against the Employee's yearly entitlement and any unused portion of the annual entitlement shall then be credited to the Employee's accumulated sick leave as of December 31st of each year, up to the maximum of four hundred (400) sick leave days.

E. An Employee in the Town's service shall, upon retirement from the State Retirement System, or the Employee's beneficiaries in the case of the death of the Employee, be entitled to a cash payment for a portion of unused accumulated sick leave in accordance with the following schedule:

<u>Amount of Accumulated Sick Leave at Retirement Date</u>	<u>Portion of Working Days For Which Payment Will Be Made</u>
200 - 400	35%
100 - 199	18%
Less than 100 days	0%

The number of days for which payment will be made shall be rounded up to the next full day. A working day shall be computed by dividing the employee's annual salary by two hundred sixty (260) days per year to equal the daily rate of pay. The annual salary shall be the employee's base salary without the addition of overtime, longevity, or educational stipend. This terminal leave pay

outlined above is not to be considered as additional salary to be added to the final average salary in the State Retirement System.

F. After two (2) days of successive absence for sickness or injury, or five (5) days cumulative absence in a calendar year, the Town shall have the right to have the Employee examined by a physician of the Town's choice at the Town's expense. This excludes absences for § 207-c and workers' compensation.

ARTICLE X RETIREMENT

A. The Town shall continue, at no cost to the Employee, enroll Employees in the Section 384-d Plan of the New York State Retirement and Social Security Law.

B. Any benefits due an Employee by the Town under the terms and conditions of this Agreement shall be paid within thirty (30) days of such Employee's termination of employment with the Town, provided the Employee has given the Town thirty (30) days notice of his/her intent to terminate his/her employment. If less than thirty (30) days notice is provided, the Town's time within which to pay said benefits shall be extended by the number of days notice under thirty (30) not received.

C. An Employee shall be eligible for medical insurance coverage in retirement upon reaching 10 continuous years of service with the Town and being granted bona fide retirement benefits by the New York State Police Retirement System. The years of service threshold shall be waived for an Employee granted a disability retirement by the New York State Police Retirement System. The retiree's contribution toward health insurance premiums shall be whatever percentage or dollar amount, if any, he/she paid in his/her last year of employment with the Town. For example,

if an Employee in his/her last year of employment with the Town paid 10% toward the premium as specified in the contract, he/she shall continue to pay 10% of the premiums thereafter. If an Employee in his/her last year of employment with the Town paid a specified dollar amount set forth in the contract, he/she shall continue to pay that specified dollar amount thereafter.

ARTICLE XI
WELFARE BENEFITS

A. The Town shall continue to provide hospitalization insurance with extended coverage through the Statewide Plan for all Employees and their eligible dependents. Said coverage shall be fully paid by the Town.

a. Employees, at their sole option, may elect to withdraw from the hospitalization provided by the Town. The Town, as a condition of such withdrawal, shall require the affected Employee to provide documentation that said Employee will be covered by a comparable plan through another source at no cost to the Town for the substitute coverage.

b. The Employee who elects to and the Town approves of such withdrawal shall be entitled to a payment of eleven hundred dollars (\$1,100.00) for each twelve (12) month period such Employee is not covered by the Town's health insurance carrier. Periods of less than twelve (12) months shall be prorated by the actual time the Employee remains withdrawn on December 31st of each year, whichever comes first. Payment shall be made at last pay period of the calendar year.

c. Employees who have elected to withdraw from the hospitalization plan of the Town shall, by written notice to the Town, elect to be covered by the Town's hospitalization and shall be reinstated to the Town's hospitalization, subject to the provisions of the plan.

d. Upon receipt of written notification that the Employee seeks reentry in the Town's hospitalization, the Town shall take immediate action to reinstate the Employee and shall notify the Employee in writing as to the date said Employee is entitled to benefits under the Town's hospitalization.

B. Employees shall be eligible to participate in the Dental and Optical Plans offered to CSEA employees provided the plan permits it.

In the event that the Association wishes to withdraw from this CSEA dental and optical plan, or the Association employees are no longer eligible to participate in the CSEA plans, the Town will make a contribution to a welfare fund designated by the Association for the purposes of dental and optical coverage at a rate equal to the contribution made by the Town for CSEA employees.

ARTICLE XII MEMBER'S RIGHTS

A. The Town recognizes the right of the members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such Association representatives shall also be permitted to appear at public hearings.

In the event that the Town and the Association are parties at a hearing under the jurisdiction of the Public Employment Relations Board (hereafter referred to as "PERB") and Association Bargaining Unit members are called to serve as witnesses at said hearing, the following shall apply:

a. No additional compensation shall be paid to any unit member who was not assigned to be on duty during the time of required appearance, or during the time required to travel in order to appear.

b. In the event one or more unit members are assigned to duty by the Town during the period of such required appearance, only one of such unit members shall be permitted on any given day, to attend the hearing while still being deemed to be on a paid assignment. The tour assignment for such unit member will reflect "administrative hearing." All others shall be offered the option of being reassigned to a different shift on such day, provided the Chief of Police or Designee of the Town Board is given at least two weeks notice of the requested reassignment. The Chief of Police or Designee of the Town Board shall have the sole discretion in determining the reassignment. Alternatively, an officer shall be authorized to use a personal or vacation leave day, subject to the terms of the collective bargaining agreement, to enable the officer to attend the hearing.

c. The unit member whose tour assignment will reflect "administrative hearing" shall be designated by the Association in a fair and equitable manner.

d. The Town and the Association will fully and reasonably cooperate to minimize, to the extent reasonably possible, the number of witnesses which the Association causes to appear at the hearing, without compromising the due process rights of either party.

e. Officers shall not be reimbursed for expenses incurred (for example, mileage reimbursement) as a result of the officer's attendance at the PERB proceeding initiated by the Association.

B. The Officers of the Association shall have the right to visit the Employer's facilities by appointment for the purposes of adjusting and administering the terms and conditions of this contract.

C. An Employee, acting as a Police Officer by the authority of law anywhere in New York State, shall be entitled to all rights and privileges to which he/she is entitled to as a Police Officer of the Town, whether on or off duty.

D. Employees who are members of the National Guard and/or Military Reserve of the Armed Forces of the United States or the State of New York shall be entitled to all benefits contained in this Agreement when in military duty. Such Employees shall turn over to the Town any military pay received during the period that said Employee is on military duty and the Town shall continue to pay said Employee the salary due according to said Employee's years of service, rank and assignment.

E. Employees are entitled to a lunch period of one (1) hour during their scheduled tour of duty, but Employees are subject to call during lunch period. In the event that an Employee, while on lunch period, is called out prior to thirty (30) minutes of the expiration of said Employee's lunch period and during the balance of the workday does not receive the remainder of lunch period, said Employee will be credited with one (1) hour of compensatory time.

F. Employees will not be expected to use their personal vehicles for Town business unless there are no police vehicles available and/or police vehicles are not otherwise needed. In the event the employee agrees to use his/her personal vehicle, the employee will be reimbursed at the annual mileage rate set by the Town Board for the distance traveled on Town business. Town Police vehicles shall not be used as transportation to and from employee medical appointments.

ARTICLE XIII
DEATH BENEFIT

A. All members of this department shall be granted the added protection of Sections 208-b and 208-c of the General Municipal Law.

B. The Town shall assume all reasonable expenses to cover the cost of the funeral of an Employee who dies in or as a result of performance of duty as a Police Officer.

ARTICLE XIV
INVESTIGATION AND DISCIPLINE

ADMINISTRATIVE DISCIPLINARY CHARGES/NON-CRIMINAL MATTERS

SECTION 1:

1. An Employee shall not be subject to administrative disciplinary charges more than ninety (90) days after the Town became aware of, or should have become aware of, the incident which gave rise to said administrative disciplinary charges.

2. An Employee who is being investigated by the Town for administrative disciplinary matters shall be notified by the Town within thirty (30) days of the inception of the investigation, and then every thirty (30) days thereafter and at the conclusion of the investigation.

CRIMINAL INVESTIGATIONS

SECTION 2: If the Employee is involved in a criminal investigation and said investigation does not result in the Employee being criminally charged, then Section 1.1 above shall apply; however, the time limit specified, within which the Town must proffer administrative disciplinary charges based upon incidents which were the subject of the criminal investigation, shall commence

from the date the Town receives official written notification that the Employee is not being criminally charged.

CRIMINAL CHARGES

SECTION 3: An Employee that is faced with criminal charges and administrative disciplinary charges as a result of the same incident shall not, unless the Employee agrees, be subject to a hearing on the administrative disciplinary charges until such criminal charges are resolved, or twelve (12) months have elapsed since the inception of the investigation giving rise to such criminal charges. The Town does not waive the right of suspending the Employee with or without pay pending said administrative disciplinary hearing.

SUSPENSION

SECTION 4:

1. An Employee who is suspended with pay may be required to report in person during the term of the suspension during the normal business hours of 9:00 a.m. to 5:00 p.m. An Employee suspended without pay shall not be required to report in person.

2. An Employee, if suspended, shall continue to be covered by hospitalization insurance and welfare benefits. Such coverage shall be paid in full by the Town.

3. An Employee who, after an administrative disciplinary hearing, is suspended, fined, or dismissed, and if thereafter that determination is not lessened or set aside by a court of competent jurisdiction, shall be required to reimburse the Town any compensation earned by the employee during the period of such suspension, fine or dismissal.

ARTICLE XV
LONGEVITY

The longevity payments set forth below shall be based on years of continuous service with the Town as a Police Officer. The amounts set forth below are not cumulative:

5 years	\$850
8 years	\$1,125
12 years	\$1,400
17 years	\$2,250

ARTICLE XVI
EDUCATION AND TRAINING

A. The Town shall grant a stipend for approved college degree according to the following schedule:

Degree of Associate of Applied Sciences:

Six Hundred (\$600.00) Dollars annually.

Degree of Bachelor of Science:

Nine Hundred (\$900.00) Dollars annually.

B. An Employee must be on the force one (1) year in order to be eligible to be paid the degree stipend.

C. The stipend shall only be paid after the Town Board determines, in its sole discretion, that the fields of study of the degree area are police related; however, such approval will not be denied in order to save money.

D. This stipend shall be paid on the 1st payday following November 1st only for those members eligible for such stipend, in accordance with Sections A-C, on or before November 1st.

TUITION REIMBURSEMENT

A. Reimbursement of fifty percent (50%) of the cost of tuition, required school fees, and books shall be made to employees who complete, with a passing grade, the Police related courses which have been pre-approved for a reimbursement in accordance with Section C above.

B. The Town shall provide, at no cost to the Employee, firearms training at least once per calendar year.

a. An adequate location of the firearms training shall be determined by the Chief of Police or Designee of the Town Board or his/her designee.

b. Employees who are required to attend Town instituted firearms training on off-duty time shall receive payment at such Employee's overtime rate.

C. Employees who hold a valid E.M.T. certification shall be entitled to an annual stipend of One Thousand Dollars (\$1,000.00) paid by separate check on or about July 1st of each year that the Employee is so certified.

D. Employees who hold a valid CFR certification shall be entitled to an annual stipend of Five Hundred Dollars (\$500.00) paid by separate check on or about July 1st of each year that the Employee is so certified.

E. At the Chief's sole discretion, one or more members may attend classes to certify or re-certify as CFRs or EMTs while on duty, and will be subject to emergency call while doing so.

ARTICLE XVII
GENERAL

INSPECTION OF PERSONNEL RECORD

A. An Employee may review his/her Personnel Record which is maintained at Police Headquarters within five (5) days of the submission of a request. Such review shall take place in the presence of an appropriate official of the department and shall take place during the Employee's off-duty time. The Personnel Record shall include the Employee's employment application, performance appraisal forms, all letters of commendation, reprimand, suspension, fines, promotions and demotions. Such review shall not include pre-employment investigation reports nor shall the identity of an informant or complainant be revealed when the information furnished or allegation made against a member was supplied on a confidential basis, is contained in written reports, and was not used as evidentiary proof in a disciplinary action. An Employee shall be allowed to place in said file a response of reasonable length to anything contained therein which such Employee deems to be adverse.

B. Any Employee denied such inspection may grieve such denial pursuant to Article XVIII.

C. Each Employee shall be provided with false arrest and imprisonment insurance protection for all insurable acts, to the extent permitted by law in the amount of One Million Dollars (\$1,000,000.00). If such insurance is not available through ordinary insurance channels, the Town shall provide the maximum amount available at all times.

D. The Town will provide an errors and omissions insurance policy for all insurable acts, to the extent permitted by law, in the amount of One and One-Half Million Dollars (\$1,500,000.00),

for the benefit of the Employees of the department to insure and indemnify them in any actions, suits or claims for their alleged negligent acts arising out of and during the course of their employment.

E. The Town shall replace all uniforms and equipment which are required to be replaced by normal usage, procedure, wear and tear in the performance of the duties of the Employees.

F. In lieu of a cash uniform cleaning and mending allowance, the Town agrees to pay for the cleaning and mending of three (3) uniforms per week per Employee during each calendar year at the place designated by the Town.

G. The Town agrees not to unilaterally change or alter any "term or condition of employment."

ARTICLE XVIII BILL OF RIGHTS

To insure that disciplinary investigations are conducted in the proper manner, while observing and protecting the individual rights of each Employee of the Department, there shall be a formal internal investigation procedure established for the review of Employee activity or civilian complaints, and shall be conducted in accordance with the following:

- a. The interrogation of an Employee shall be at a reasonable hour; preferably when the Employee is on duty, unless the circumstances of the investigation dictate otherwise.
- b. The interrogation shall take place at a location designated by the Chief of Police or the officer in charge of the investigation.
- c. The Employee shall be informed of the nature of the investigation before any interrogation commences. The names and addresses of the complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the Employee of the

allegations shall be provided. If it is known that the Employee being interrogated is a witness only, the Employee shall be so informed at the initial contact.

- d. The questioning shall not be overly long, and shall be completed within a reasonable period of time.
- e. If questioning is stenographically recorded, the Employee shall be given a copy of the statement. During the complete interrogation, there shall be no "off the record" questions except at the request of the investigating officer.
- f. The Department shall afford an opportunity for the Employee, if the Employee so requests, to consult with an association representative before being questioned concerning any violation of rules and regulations which in the opinion of the Chief of Police may lead to disciplinary action being taken against that Employee, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of Association representation beyond the end of the Employee's tour of duty from the point of notification of the interrogation or three (3) hours notification, whichever is later. A representative for the Association may be present during the interrogation of the Employee, if so requested by the Employee.

ARTICLE XIX DISPUTES

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

1. Such dispute by an Employee or group of Employees shall be presented in writing to the Chief of Police or Designee of the Town Board within thirty (30) calendar days of the act or event which gave rise to the dispute.

2. In the event such dispute is not satisfactorily resolved or adjusted within thirty (30) calendar days after receipt in writing of the grievance by the Chief of Police or Designee of the Town Board or his designee, then the Association may present same to the Town Board or its designee for hearing and settlement.

3. In the event that any dispute is not then satisfactorily disposed of within thirty (30) calendar days, it may be referred by either party to arbitration before an impartial arbitrator, under the auspices of and pursuant to the rules of the AAA. The cost of the arbitrator and the AAA's filing fee shall be borne equally by the Town and the Association.

ARTICLE XX
SEPARABILITY

Should any part hereof or any provision herein contained, be rendered or declared illegal and/or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part, or portions thereof, shall not effect the remaining portions and provisions of this Agreement. Upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXI
COMPLETE CONTRACT

This Agreement contains the entire understanding between the parties. No other written agreement between the parties, made prior hereto, shall be deemed to amend or to supplement this Agreement or to continue to exist separate and apart herefrom, unless such other agreement has been specifically incorporated herein or made a part hereof.

ARTICLE XXII
NOTICE PURSUANT TO SECTION 204-A OF THE
CIVIL SERVICE LAW OF THE STATE OF NEW YORK

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


ARTICLE XXIII
DURATION

The terms and conditions of this Agreement shall become effective the first day of January, 2008 and shall terminate at the close of business on the thirty-first day of December, 2010.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

TOWN OF CARMEL

By:


KENNETH SCHMIDT, TOWN SUPERVISOR

DATED: 06/20/08

THE TOWN OF CARMEL LIEUTENANT'S
BENEVOLENT ASSOCIATION

By:


Michael Caszian

DATED: 06/20/08

Memorandum of Agreement

IT IS HEREBY AGREED by and between the Town of Carmel and the Town of Carmel Lieutenants Benevolent Association that the annexed document shall constitute an agreement between the parties covering the period of January 1, 2008 through December 31, 2010. This Agreement shall be subject to the approval of the Town Board and Union membership.

Dated: June 20, 2008

TOWN OF CARMEL

By: 

TOWN OF CARMEL LIEUTENANTS
BENEVOLENT ASSOCIATION

By: 
Michael Cazzan