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Union: **Town of Carmel Police Benevolent Association**

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Carmel, Town Of And Carmel Police
Benevolent Assn

AGREEMENT

Between

TOWN OF CARMEL

And

TOWN OF CARMEL

POLICE BENEVOLENT ASSOCIATION, INC.

PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

Employees (30)

AUG 23 1999

EXECUTIVE DIRECTOR

JANUARY 1, 1998 - DECEMBER 31, 2002

PBAcontractDec231998

Frank J. Del Campa
Bryan D. Kist

TABLE OF CONTENTS

ARTICLE I
RECOGNITION

ARTICLE II
REPRESENTATION

ARTICLE III
MANAGEMENT RIGHTS

ARTICLE IV
ANNUAL SALARY AND OVERTIME

ARTICLE V
WORK WEEK AND WORK YEAR

ARTICLE VI
HOLIDAYS

ARTICLE VII
PERSONAL LEAVE

ARTICLE VIII
DEATH LEAVE

ARTICLE IX
VACATION

ARTICLE X
SICK LEAVE

ARTICLE XI
RETIREMENT

ARTICLE XII
WELFARE BENEFITS

ARTICLE XIII
MEMBERS RIGHTS

ARTICLE IV
INVESTIGATION AND DISCIPLINE

ARTICLE XV
DEATH BENEFIT

ARTICLE XVI
LONGEVITY

ARTICLE XVII
EDUCATION AND TRAINING

ARTICLE XVIII
PART-TIME POLICE OFFICERS

ARTICLE XIX
SAFETY

ARTICLE XX
GENERAL

ARTICLE XXI
DISPUTES

ARTICLE XXII
SEPARABILITY

ARTICLE XXIII
COMPLETE CONTRACT

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

ARTICLE XXV
DURATION

AGREEMENT

This Agreement entered into this 1st day of January, 1998, by and between the TOWN OF CARMEL (hereinafter referred to as the "Town"), and the TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

SECTION 1: The Town recognizes the Association as the sole and exclusive representative for members of the Town of Carmel Police Department assigned as Patrolmen, Sergeant, Detective (hereinafter referred to as "Employees").

SECTION 2: 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.

SECTION 3: 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

SECTION 1: The Association shall represent the Employees listed in Article I, Section 1.

SECTION 2: The Town agrees that in the event any new classification is established in the bargaining unit, the Town will confer and negotiate classification rates for such new classification with the Association.

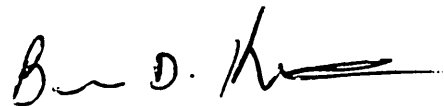
Frank J. del Campo

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SECTION 3: 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
MANAGEMENT RIGHTS

Except as limited by the provisions of this Agreement, all of the authority, rights and responsibilities of the Town are retained by it including the sole right to conduct the business of and carry out the mission of the Town of Carmel Police. Such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the other provisions of this Agreement.



ARTICLE IV
ANNUAL SALARY AND OVERTIME

SECTION 1. Employees hired prior to August 1998 shall be entitled to an annual salary based on rank, years of service and assignment as set forth below:

YEAR	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
PERCENTAGE	3.5%	3.5%	3.5%	4%	4%
STARTING SALARY	35,822	37,076	38,374	39,909	41,505
AFTER (1) YEAR OF SERVICE	46,611	48,243	49,931	51,928	54,005
AFTER (2) YEARS OF SERVICE	49,659	51,397	53,196	55,324	57,537
TOP PATROL OFFICER	53,467	55,338	57,275	59,566	61,949
SERGEANT	59,913	62,010	64,180	66,748	69,417
DETECTIVE	57,765	59,787	61,880	64,355	66,929
DETECTIVE/SERGEANT	63,668	65,896	68,203	70,931	73,768

SALARY SCHEDULE FOR NEW HIRES AS OF AUGUST 1998

NEW HIRE	24,000
1ST ANNIVERSARY OR ACADEMY GRAD	26,000
2ND ANNIVERSARY	30,000
3RD ANNIVERSARY OR TRANSFER	34,611
4TH ANNIVERSARY	47,737
5TH ANNIVERSARY	50,858
6TH ANNIVERSARY OFFICER	

TOP PATROL OFFICER'S SALARY FOR EMPLOYEES HIRED PRIOR TO AUGUST 1998

* Employees hired after August of 1998 may be eligible for the rank of Sergeant, Detective and Detective/Sergeant, as the salary set forth above.

PBAcontractDec231998

Frank J. McLaughlin 6

Ben D. [Signature]

SHIFT DIFFERENTIALS:

A. Shift differentials. Employees shall receive an additional payment of fifty cents (50 cents) for each hour worked on the 1530-2330 shift or the 1500-2300 (detective) shift and one dollar (\$1.00) 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:

B. 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.

C. Employee overtime rate shall be time and one-half (1 1/2) hourly rate as set forth in B above.

ANNUAL INCREMENT

SECTION 2: All Employees shall be entitled to the salary set forth in Section 1 of this Article. Said increment shall be earned on the anniversary date of the Employee's appointment.

POST DUTY/RECALL:

SECTION 3: Employees who are not above the rank of Lieutenant who remain on duty after his/her tour or is recalled and placed on duty or other like appearances shall receive payment at the rate of one and one-half (1 1/2) times their respective hourly pay, when such time is above forty (40) hours. Said overtime shall be authorized by the Chief of Police or Designee of the Town Board or, in his absence, the superior officer on duty.

Such credited time shall be paid in either cash or in compensatory time off at the option of the individual Employee. No Employee shall carry on the books more than forty-eight (48) hours of compensatory time (time owed) at any given time.

Frank J. Hill

B. D. Hill

CALL IN:

SECTION 4: 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:

SECTION 5:

A. No Employee shall have his/her duty tour rescheduled for the sole purpose of avoiding overtime, unless said Employee has been notified of such changes seven (7) calendar days in advance of the time when the rescheduled duty tour is to begin. An Employee that is rescheduled for duty with less than forty-eight (48) hours notice shall receive payment at the rate of one and one-half (1 1/2) times their respective hourly pay; more than forty-eight (48) hours but less than seven (7) calendar days shall receive payment at the rate of one and one-fifth (1 1/5) their respective hourly pay for rescheduled duty tour actually worked.

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:

SECTION 6: The Chief of Police or Designee of the Town Board shall post a list for volunteers to work pre-scheduled overtime (when it is known seven (7) days or more in advance).

OUT OF DUTY PAY

SECTION 7: Employees who are directed by the Chief of Police or Designee of the Town Board to perform duties of a higher rank and/or assignment for a period of five (5) consecutive days or more than the ten (10) cumulative days in any contract year, shall be entitled to receive salary commensurate with such rank and/or assignment for the length of time required to perform such assignment and duties.

Frank D. DeCoster 8

Ben D. K...

OFF DUTY ACTION:

SECTION 8: 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 V
WORK WEEK AND WORK YEAR

WORKDAY:

SECTION 1: The standard workday shall be eight (8) hours, and the standard workweek shall be forty (40) hours.

WORKWEEK:

SECTION 2: Unless special circumstances exist which require a different work schedule, as determined solely by the Chief of Police or Designee of the Town Board, employees shall work a rotating schedule, or some other schedule in existence at the time this Agreement is executed, which reflects an average of 248.86 work days or less per year.

SECTION 3: In addition to the work schedule set forth in Section 2 of this Article, 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.

Frank J. Del Campo

B. D. King

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:

SECTION 4: 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 VI
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.

Frank J. Del Camp

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ARTICLE VII
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 VIII
DEATH LEAVE

SECTION 1: Employees shall be entitled to five (5) workdays, with pay, in the event of the death of the Employees' spouse, child, father, mother, father-in-law, mother-in-law or step-child.

SECTION 2: Employees shall be entitled to *three (3)* workdays, with pay, in the event of the death of the Employees' brother or sister.

SECTION 3: In addition to the Death Leave contained in Sections 1 and 2 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.

Frank J. del Campo

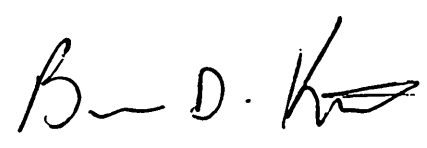
B. D. [Signature]

ARTICLE IX
VACATION

SECTION 1: All Employees shall be entitled to vacation leave, with pay, in accordance with the following schedule:

<u>Working Days</u>	
During the 1st year of employment	14
During the 2nd year of employment	15
During the 3rd year of employment	16
During the 4th year of employment	17
During the 5th year of employment	18
During the 6th year of employment	19
During the 7th year of employment	20
During the 8th year of employment and through the 15 year of employment	21
During the 16th year of employment and thereafter	30

SECTION 2: 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.



ARTICLE X
SICK LEAVE

SECTION 1. All Employees shall be entitled to twenty (20) working days per year for sick leave. Credited sick leave time earned before December 31, 1979 shall be carried forward subject to the maximum in effect at that time. The Town, may at its option extend an Employee's probationary period by the number of sick leave days taken during the Employee's probationary period.

SECTION 2: An Employee shall be entitled to accrue unused sick leave days up to a maximum of four hundred (400) days.

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 Employees's accumulated sick leave as of December 31st of each year, up to the maximum accrual of four hundred (400) sick leave days.

SECTION 3: 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>
300 - 400	30%
150 - 299	25%
1 - 149	18%

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

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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.

SECTION 4: After three (3) 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.

ARTICLE XI
RETIREMENT

SECTION 1: The Town shall continue, at no cost to the Employee, the following benefits as described in the New York State Retirement and Social Security Law:

Section 384 - d:	Twenty Year One-Half Pay Retirement Plan
Section 302 - 9d:	Final Average Salary
Section 375 - c:	Fifty-five Years of Age Retirement Plan

SECTION 2: The Town shall take immediate action to make available to Employees benefits as provided in Section 333 of the New York State Retirement and Social Security Law.

SECTION 3: 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.

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ARTICLE XII
WELFARE BENEFITS

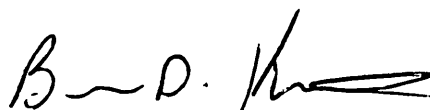
SECTION 1. The Town shall continue to provide hospitalization insurance with extended coverage through the Statewide Plan for all Employees and their eligible dependents. Said coverage shall be fully paid by the Town.

A. Employees, at their sole option, may elect to withdraw from the hospitalization provided by the Town under Section 1 of this Article. 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 as set forth in Section 1 of this Article.

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.



SECTION 2: Employees shall be eligible to participate, in the Dental and Optical Plans offered to CSEA employees. The Town's contribution per ^{year} month per employee towards this benefit shall be as follows: BK

Dental Insurance: From January 1, 1998 to June 30, 1998 - \$520.20
From July 1, 1998 to December 31, 2000 - \$535.92
Optical Insurance: From January 1, 1998 to June 30, 1998 - \$150.00
From July 1, 1998 to December 31, 2000 - \$161.28

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

For the contract years 2001 and 2002, the Town will contribute to the CSEA dental and optical fund, or an alternative plan, a dollar amount which will enable unit members to receive benefits equal to those received by unit members during the 1998-2000 years.

ARTICLE XIII
MEMBER'S RIGHTS

SECTION 1. 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 and to visit Patrolmen during working hours. Such Association representatives shall also be permitted to appear at public hearings.

In the event that the Town and the PBA are parties at a hearing under the jurisdiction of the Public Employment Relations Board (hereafter referred to as "PERB") and P.B.A. Bargaining Unit members are called to serve as witness 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.

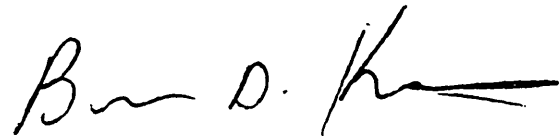
B. In the event one or more unit members are assigned to duty by the Town during the period of such required appearance, only one of such unit members shall be permitted on any given day, to attend the hearing while still being deemed to be on a paid assignment. The tour assignment for such unit member 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 PBA in a fair and equitable manner.

D. The Town and the PBA will fully and reasonably cooperate to minimize, to the extent reasonably possible, the number of witnesses which the PBA 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 PBA.

SECTION 2: The Officers of the Association shall have the right to visit the Employer's facilities by appointment for the purpose of adjusting and administering the terms and conditions of this contract.



SECTION 3: The President of the Association or his/her designated representatives, shall be allowed reasonable time without loss of pay or benefits, when necessary to transact Association business pertaining to the administration of this Agreement, subject, however, except in emergencies to reasonable advance notice to the Chief of Police or Designee of the Town Board.

SECTION 4: The President of the Association, or his/her designee shall be allowed a total of twenty (20) workdays off with pay per year including collective bargaining negotiations, to conduct PBA business upon reasonable notice to the Chief of Police or Designee of the Town Board or his/her designee.

SECTION 5: The President of the Association or his/her designee, when engaged in legitimate Association business during normally scheduled duty time, shall be entitled to all rights and benefits and shall be recorded as "Special Assignment, P.B.A.," for purposes of insurance coverage provided by the Town.

SECTION 6: 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.

SECTION 7: 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 Employees years of service, rank and assignment.

SECTION 8: 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

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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.

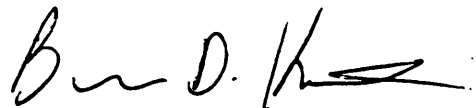
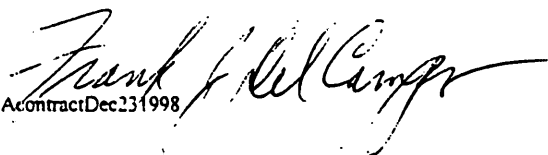
PHYSICAL EXAMINATIONS:

SECTION 9: A. The Town shall pay the full cost of a yearly physical examination for each Employee. Employees shall be scheduled for the physical examination while on duty. In the event that the physical examination is impossible to schedule while the Employee is on duty, the examination will be scheduled on such Employee's off-duty time and said Employee shall not be paid by the Town for such time. The scheduling of Employees for physical examination on off-duty time shall not be done in an arbitrary manner.

B. Effective January 1, 1989, all Employees shall be obligated to apply for reimbursement from their health insurance carriers for the cost of these examinations and they shall further be obligated to turn over to the Town all reimbursement payments received from their insurance carriers.

SECTION 10: 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, which shall be no less than thirty one (\$.31) cents per mile. Town Police vehicles shall not be used as transportation to and from employee medical appointments.

SECTION 11: No Sergeant shall be caused to be bumped from Sergeant to Patrolman through a position elimination.



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

Frank J. McCann

B. D. K.

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.

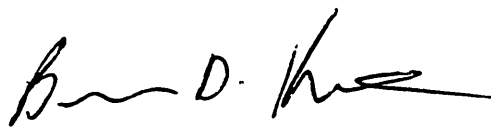
2. An Employee, if suspended, shall continue to be covered by hospitalization insurance and welfare benefits. Such coverage shall be paid in full by the Town.

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 DEATH BENEFIT

SECTION 1: All members of this department shall be granted the added protection of Sections 208-b and 208-c of the General Municipal Law.

SECTION 2: 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 XVI
LONGEVITY

SECTION 1: 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	\$750
8 years	\$975
12 years	\$1,200
17 years	\$2,000

ARTICLE XVII
EDUCATION AND TRAINING

SECTION 1: 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.

SECTION 2: An Employee must be on the force one (1) year in order to be eligible to be paid the degree stipend.

SECTION 3: 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.

Frank J. McCarry 22

B. D. [Signature]

SECTION 4: This stipend shall be paid on the 1st payday following November 1st only for those members eligible for such stipend, in accordance with Sections 1-5, on or before November 1st.

TUITION REIMBURSEMENT

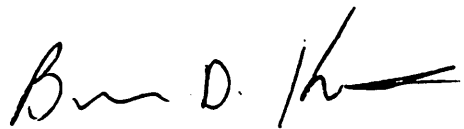
SECTION 5: Reimbursement of fifty percent (50%) of the cost of tuition, required school fees, and books shall be made to employees who complete, with a passing grade, the Police related courses which have been pre-approved for a reimbursement in accordance with Sections 3 above.

SECTION 6: 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.

SECTION 7: Employees who hold a valid E.M.T. certification shall be entitled to an annual stipend of Three Hundred Dollars (\$300.00) paid by separate check on or about July 1st of each year that the Employee is so certified.



ARTICLE XVIII
PART-TIME POLICE OFFICERS AND PEACE OFFICERS

SECTION 1: Part-time Police Officers shall not be used to perform the duties normally performed by full-time Police Officers of the department.

LAKE PATROL

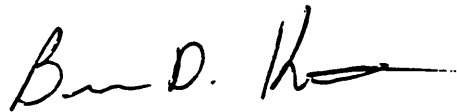
SECTION 2:

(a) Lake patrol shall be performed solely by members of the bargaining unit.

(b) Subject to all other provisions of the Collective bargaining Agreement, the Commanding Officer or Chief of Police or Designee of the Town Board, as the case may be, shall have full authority and flexibility as to appointment and scheduling of bargaining unit members to lake patrol, subject to the following:

(i) such authority shall not be unreasonably or discriminatorily exercised against or in favor of any unit member.

(ii) the scheduling of bargaining unit members for lake patrol shall be determined and published on a monthly basis during the boating season.



ARTICLE XIX
SAFETY

In the event that an Employee feels that the patrol vehicle assigned is unsafe, the Employee shall immediately submit to his/her superior officer a written report on the condition of said vehicle. If, in the opinion of the superior officer on duty the vehicle is unsafe, then the superior officer shall remove the vehicle from service.

ARTICLE XX
GENERAL

INSPECTION OF PERSONNEL RECORD:

SECTION 1:

A. An Employee may review his/her Personnel Record which is maintained at Police Headquarters within fifteen (15) 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 identify 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 XXI.

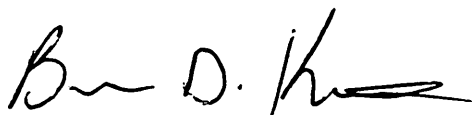
SECTION 2: Each Employee shall be provided with false arrest and imprisonment insurance protection for all insurable acts, to the extent permitted by law in the amount of One Million Dollars (\$1,000,000.00). If such insurance is not available through ordinary insurance channels, the Town shall provide the maximum amount available at all times.

SECTION 3: 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 action, suits or claims for their alleged negligent acts arising out of and during the course of their employment.

SECTION 4: 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. Employees who are assigned to the Detective Division shall receive a uniform allowance of Six Hundred Fifty Dollars (\$650.00), which shall be paid in the first *paycheck* of each year.

SECTION 5: 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.

SECTION 6: The Town agrees not to unilaterally change or alter any "term or condition of employment."



ARTICLE XXI
DISPUTES

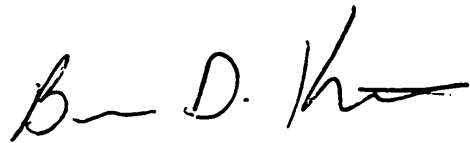
Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

1. Such dispute by an Employee or group of Employees shall be presented to the Association Grievance Committee, who shall determine the validity of the grievance and may then present it to the Chief of Police or Designee of the Town Board for possible resolution. Such dispute must 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 XXII
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.

Frank J. ...

B. D. ...

ARTICLE XXIII
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. No practice set forth in any prior written agreement between the parties, which has not been specifically incorporated herein or made a part hereof, shall be enforceable under Article XX(6) of this Agreement.

Frank J. McCarty *B. D. King*

ARTICLE XXIV
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.

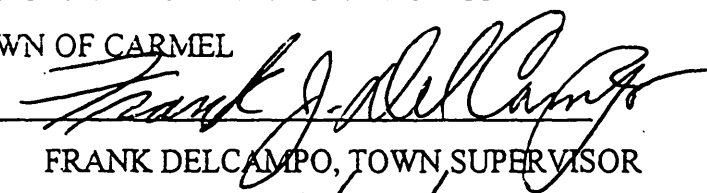
ARTICLE XXV
DURATION

The terms and conditions of this Agreement shall become effective the first day of January, 1998 and shall terminate at the close of business on the thirty-first day of December, 2002.

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

TOWN OF CARMEL

By: _____

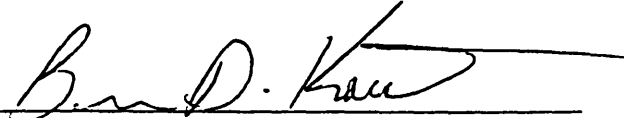

FRANK DELCAMPO, TOWN SUPERVISOR

DATED: _____

10/31/98

THE TOWN OF CARMEL POLICE
BENEVOLENT ASSOCIATION, INC.

By: _____


BRIAN KARST, P.B.A. PRESIDENT

DATED _____

12/31/98

APPENDIX "A"

The parties agree that, in consideration of the agreement to credit each employee with thirty (30) days of sick leave on January 1, 1980, the Union and the employee waive any claim or right to sick leave deduction made prior to January 1, 1980 for absences which were the result of an on-the-job illness or injury.

The parties agree that, subsequent to January 1, 1980, absences due to on-the-job illness or injury shall not be charged against sick leave subject to a departmental determination that the illness or injury was duty incurred. Such determination shall be subject to the grievance procedure in Article XXI.

Frank J. Delaney

B. D. [Signature]