

SPECIAL TOWN BOARD MEETING  
TOWN HALL, MAHOPAC, N.Y.

A Special Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 22nd day of February, 2017 at 7:10 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business and a moment of silence was observed to honor those serving in the United States Armed Forces.

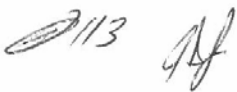
**POLICE BENEVOLENT ASSOCIATION - ENTRY INTO MEMORANDUM OF AGREEMENT – AUTHORIZED – OFFERED AS AMENDED**

RESOLVED, that the Town Board of the Town of Carmel hereby ratifies and accepts the Memorandum of Agreement between the Town of Carmel and the Town of Carmel Police Benevolent Association dated February 15, 2017, for the period of January 1, 2015 through December 31, 2021, which is attached hereto. The Memorandum of Agreement has been approved by employees in the Police Benevolent Association and, based up such approval; the Town Board hereby authorizes the Town Supervisor to execute a Collective Bargaining Agreement consistent with the terms of the Memorandum of Agreement.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u>          </u>
John Lupinacci	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>



**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into by and between the negotiating teams for the Town of Carmel (hereinafter “Employer”) and the Town of Carmel Police Benevolent Association (“hereinafter “PBA”). The Employer and PBA are collectively referred to as the “Parties”.

**WHEREAS**, the Employer and PBA are parties to a Collective Bargaining Agreement which expired on December 31, 2012, and an Interest Arbitration Award, issued by IA Chairman Jay Siegel, for the period of January 1, 2013 through December 31, 2014; and

**WHEREAS**, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2015 to December 31, 2021, and wish to memorialize their understanding, in writing, pending the signing of the new collective bargaining agreement; and

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Town Board by resolution, which the Parties’ representatives to this Memorandum of Agreement shall support and recommend ratification before their respective bodies, the Parties agree that a successor collective bargaining agreement to the expired agreement and Interest Arbitration Award shall reflect the following changes; all other terms and conditions not specifically referenced herein shall, by agreement of the parties, remain in full force and effect.

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1. Article IV – ANNUAL SALARY AND OVERTIME

Modify Section 1 to state “The annual salaries for Employees hire before ratification of this Agreement shall be based on rank, years of service and assignments as set forth below:

ANNUAL INCREASE YEAR	2.25% 2015	2.25% 2016	2.25% 2017	2.25% 2018	2.00% 2019	2.00% 2020	2.00% 2021
Hire (Yr 1)	\$42,203	\$43,153	\$44,124	\$45,117	\$46,019	\$46,939	\$47,878
After Yr 1	\$49,236	\$50,344	\$51,477	\$52,635	\$53,688	\$54,762	\$55,857
After Yr 2	\$56,271	\$57,537	\$58,832	\$60,156	\$61,359	\$62,586	\$63,838
After Yr 3	\$63,305	\$64,729	\$66,185	\$67,674	\$69,027	\$70,408	\$71,816
After Yr 4	\$74,560	\$76,238	\$77,953	\$79,707	\$81,301	\$82,927	\$84,586
After Yr 5	\$96,623	\$98,797	\$101,020	\$103,293	\$105,359	\$107,466	\$109,615
Sergeant	\$108,270	\$110,706	\$113,197	\$115,744	\$118,059	\$120,420	\$122,828
Detective	\$104,390	\$106,739	\$109,141	\$111,597	\$113,829	\$116,106	\$118,428
Sgt./Det.	\$115,057	\$117,646	\$120,293	\$123,000	\$125,460	\$127,969	\$130,528

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Modify Section 1 to state “The annual salaries for Employees hired on or after ratification of this Agreement shall be based on rank, years of service and assignments as set forth below:

ANNUAL INCREASE YEAR	2.25% 2015	2.25% 2016	2.25% 2017	2.25% 2018	2.00% 2019	2.00% 2020	2.00% 2021
Hire (Yr 1)	\$42,203	\$43,153	\$44,124	\$45,117	\$46,019	\$46,939	\$47,878
After Yr 1	\$49,236	\$50,344	\$51,477	\$52,635	\$53,688	\$54,762	\$55,857
After Yr 2	\$56,271	\$57,537	\$58,832	\$60,156	\$61,359	\$62,586	\$63,838
After Yr 3	\$63,305	\$64,729	\$66,185	\$67,674	\$69,027	\$70,408	\$71,816
After Yr 4	\$74,560	\$76,238	\$77,953	\$79,707	\$81,301	\$82,927	\$84,586
After Yr 5	\$85,123	\$87,038	\$88,996	\$90,998	\$92,818	\$94,674	\$96,567
After Yr6	\$96,623	\$98,797	\$101,020	\$103,293	\$105,359	\$107,466	\$109,615
Sergeant	\$108,270	\$110,706	\$113,197	\$115,744	\$118,059	\$120,420	\$122,828
Detective	\$104,390	\$106,739	\$109,141	\$111,597	\$113,829	\$116,106	\$118,428
Sgt./Det.	\$115,057	\$117,646	\$120,293	\$123,000	\$125,460	\$127,969	\$130,528

Any employee hired on or after ratification of this Agreement that has two (2) or more years of applicable post-academy police experience, as determined by the Chief of Police, shall be placed no lower than Step 3 (i.e., After Yr. 2) of the above wage schedule.

The aforementioned salaries shall be implemented by the Town within 30 days post-ratification of this Agreement by the parties. All payments of retroactive salaries shall be made by the Town within 45 days post- ratification of this Agreement by the parties.

Modify the Shift Differential section of Article IVto provide as follows:

Position/Shift	Eff. Ratification	2018	2019
15:30-23:30 (P.O.)	\$1.00/hr.	\$1.25/hr.	\$1.50/hr.
15:00-23:00 (Det.)	\$1.00/hr.	\$1.25/hr.	\$1.50/hr.
23:30-07:30 (P.O.)	\$1.50/hr.	\$1.75/hr.	\$2.00/hr.

Add as a new Section within Article IV the following:

**MORTGAGE TAX REVENUE WAGE SUPPLEMENT**

Effective April 2019 (based upon 2018 mortgage tax revenue results) and for the remainder of this Agreement, the parties shall enter into the following wage supplement benefit based upon the Town's mortgage tax revenue. If the Town experiences a \$200,000.00 increase from the prior year's mortgage tax revenue "benchmark," employees shall receive a 0.25% salary increase to their base rate of pay effective the first full payroll period following April 15 of the following year (e.g., Town's mortgage tax revenue for 2017 was \$800,000. In early 2019, it is determined the Town's 2018 mortgage tax revenue rose to \$1,000,000.00. As such, employees would be eligible for a salary increase of 0.25% effective the first full pay period after April 15, 2019).

The mortgage tax revenue benchmark shall be set at \$200,000.00 greater than the Town's prior

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year's mortgage tax revenue, except in years where the mortgage tax revenue goes down from the prior year. In a 'down year' the subsequent benchmark shall be set at \$200,000.00 greater than the highest mortgage tax revenue year in the prior two years. (e.g., Town's mortgage tax revenue for 2018 is \$800,000 meaning the 2019 benchmark is \$1,000,000.00. In 2019, the mortgage tax revenue comes in at \$700,000.00 (no supplemental wage increase for 2019); therefore, the 2020 benchmark is \$1,000,000.00 (using 2018 not 2019's mortgage tax revenue figure).

The mortgage tax revenue wage supplement benefit shall cease upon expiration of this Agreement (i.e., the final possible wage supplement to be paid out will be in April 2021).

**2. Article VI - HOLIDAYS**

Modify Section B to provide, effective ratification, payment of cash compensation in the last pay period in November.

**3. Article VIII – DEATH LEAVE**

Modify Section 1 to state: "Effective ratification, Employees shall be entitled to five (5) workdays, with pay, in the event of the death of the Employee's spouse, child, father, mother, brother, sister, father-in-law, mother-in-law or step-child."

Delete Section 2 in its entirety.

**4. Article X–SICK LEAVE**

Modify Section 2 to provide, effective ratification, Employees shall be eligible to cash-in accrued but unused sick leave days on an annual basis based on the following schedule:

Sick Days Used	Max Sick Days Eligible For Cash In
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1

Modify Section 4 to provide, effective ratification, the following payout upon retirement/death of employee:

Amount of Accumulated Sick Leave at Retirement Date	Portion of Sick Leave Days for which Payment Will Be Made
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1 – 100 days	50% payout on accrued days
101 – 200 days	75% payout on all accrued days (1-200 days)
201 – 300 days	20% on days 201 to 300; with 75% payout on days 1-200

5. Article XI - RETIREMENT

Modify the second paragraph of Section 4, while maintaining the eligibility requirements as set forth in paragraph 1, to state: “Employees hired on or before December 31, 2014 shall not be required to contribute toward the cost of their retiree health insurance premiums for either individual or family coverage. Employees hired on or after January 1, 2015 but before January 1, 2018, shall be required to contribute 12% towards the cost of their retiree health insurance premiums for either individual or family coverage. Employees hired on or after January 1, 2018 shall be required to contribute 15% towards the cost of their retiree health insurance premiums for either individual or family coverage.”

6. Article XII – WELFARE BENEFITS

Modify Section 1, first paragraph to state: “The Town shall continue to provide hospitalization insurance with extended coverage through the Statewide Plan for all Employees and their eligible dependents. In addition, the Town at its own discretion may offer optional alternative plans to employees and employees shall have the right to select from those Plans offered by the Town.”

Modify Section 1 to state: “Effective ratification, all employees hired on or before December 31, 2014 shall be required to contribute 18% towards the cost of health insurance premiums for family or individual coverage during active employment. Employees hired on or after January 1, 2015 shall be required to contribute toward the cost of health insurance premiums for family or individual coverage during both active employment and in retirement, in accordance with Article XI, Section 4, as set forth in the schedule below based on their respective Step placement:

Modify Section 1 by adding the following: “Effective ratification, all employees hired on or before December 31, 2014 shall be required to contribute 18% towards the cost of health insurance premiums for family or individual coverage during active employment. Effective ratification, all employees hired on or after January 1, 2015 shall be required to contribute toward the cost of health insurance premiums for family or individual coverage during active employment as set forth in the schedule below and in retirement in accordance with Article XI, Section 4.

Years of Service	Health Insurance Contribution
Hire (Yr 1)	12%
After Yr 1 (Step 1)	12%
After Yr 2 (Step 2)	14%
After Yr 3 (Step 3)	16%

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After Yr 4 (Step 4)	18%
After Yr 5 (Step 5)	20%
After Yr 6 (Step 6)	20%
Sergeant	20%
Detective	20%
Sgt./Det.	20%

## 7. Article XVI – LONGEVITY

	2016	2018	2020
After 5 years	\$1,150	\$1,250	\$1,350
After 8 years	\$1,475	\$1,575	\$1,675
After 12 years	\$1,800	\$1,900	\$2,000
After 17 years	\$2,700	\$2,800	\$2,900

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**FEBRUARY 22, 2017  
SPECIAL TOWN BOARD MEETING**

Prior to the roll call vote there was a brief discussion regarding the removal of one word from the resolution. The word "revised" was stricken from the resolution.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members present and in agreement, the meeting was adjourned at 7:15 p.m. to a scheduled Town Board Work Session.

Respectfully submitted,

Phyllis Bourges, Deputy Town Clerk