



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Marlborough, Town of and Marlborough Town Police Benevolent Association (PBA), (2004)**

Employer Name: **Marlborough, Town of**

Union: **Marlborough Town Police Benevolent Association (PBA)**

Local:

Effective Date: **01/01/04**

Expiration Date: **12/31/07**

PERB ID Number: **8599**

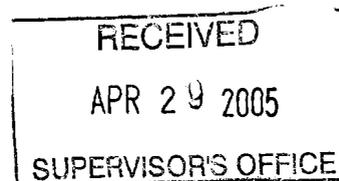
Unit Size: **17**

Number of Pages: **17**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

PL 1
8599



AGREEMENT

BY AND BETWEEN

TOWN OF MARLBOROUGH

AND

**MARLBOROUGH TOWN
POLICE BENEVOLENT ASSOCIATION**

(PART-TIME POLICE OFFICERS)

JANUARY 1, 2004 - DECEMBER 31, 2007

RECEIVED

JUN 13 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	CONDITIONS AND SCOPE OF AGREEMENT	1
2	LEGISLATIVE ACTION	1
3	UNION SECURITY	1
4	MAINTENANCE OF STANDARDS	2
5	RETIREMENT	2
6	SENIORITY AND CIVIL SERVICE CONTINUITY	2
7	GENERAL MUNICIPAL LAW SECTION 207-c	3
8	HOLIDAYS	4
9	WORK HOURS AND SCHEDULES	4
10	EQUALIZATION CLAUSE FOR OVERTIME AND UNSCHEDULED WORK	6
11	INDEMNIFICATION	7
12	SPECIAL EMOLUMENTS	8
13	NO STRIKE POLICY	8
14	HOURLY RATE OF PAY	8
15	MANPOWER	9
16	UNIFORMS AND EQUIPMENT	9
17	GRIEVANCE PROCEDURE	12
18	REIMBURSEMENT	13
19	SAFETY AND LABOR/MANAGEMENT COMMITTEE	14
20	TRAINING, EDUCATION AND CERTIFICATION	14
21	PERSONNEL FILE	14
22	DURATION	15

ARTICLE 1

CONDITIONS AND SCOPE OF AGREEMENT

The Town of Marlborough, (hereinafter "Employer") in furthering a more harmonious and cooperative relationship between its employees, administrators and the members of the Marlborough Police Department, agrees to recognize the Marlborough Town Police Benevolent Association (hereinafter "Union") as the sole and exclusive bargaining representative for all part-time Bureau of Municipal Police (BMP) certified police officers.

Within this Agreement, the term police officer(s) and employee(s) shall mean part-time police officer(s).

ARTICLE 2

LEGISLATIVE ACTION

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, will not become effective until the appropriate legislative body has given approval.

ARTICLE 3

UNION SECURITY

1. GENERAL

The Employer, in recognition of its duties to assure harmonious relations with its employees covered by this Agreement, and which in turn as a result of said Agreement, is assured that its obligations to the orderly process of police protection to the residents of the Town of Marlborough will not be impaired, does hereby agree to the following:

2. MEMBERSHIP DUES DEDUCTION

Upon written authorization of an employee, but no later than the first week of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Employer and Union, the Employer shall deduct membership dues from the employee's first payroll check, as specified in the authorization. The Employer shall forward all dues deductions to the Union no later than five (5) calendar days after the deductions are made. The Employer shall also deduct any and all arrearages from each employee who did not work in any previous pay period to date.

3. **AGENCY SHOP FEE DEDUCTION**

The Employer agrees to deduct from the wages of an employee who does not provide written authorization for dues deduction as set forth herein, who is not a member of the Union, but is represented by the Union for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the Union, provided that the Union establish and maintain a procedure providing for the refund to any employee demanding the return of any or part of such Agency Shop Fee, deductions which represent the employee's prorated share of the expenditures by the Union in aid of activities or causes incidentally related to terms and conditions of employment. The Employer shall also deduct any and all arrearages from each employee who did not work in any previous pay period to date.

The Union shall notify the Employer, in writing, the established dues and Agency Shop Fee for deduction, and changes, as they occur.

ARTICLE 4

MAINTENANCE OF STANDARDS

It is understood that any policy or procedure change affecting terms and conditions of this Agreement may not be changed without voluntary mutual consent of the Union and Employer.

ARTICLE 5

RETIREMENT

All employees shall be covered by a non-contributory twenty (20) year plan, Section 384-d under the New York State and Local Police and Fire Retirement System. The cost of the aforesaid plan shall be fully funded by the Employer.

ARTICLE 6

SENIORITY AND CIVIL SERVICE CONTINUITY

1. Seniority shall prevail, in that the Employer recognizes the general principle that senior employees shall have preference as to employment within grade, providing that the senior employee is qualified to perform such work.

2. Seniority is determined by rank, and by time in continuous service in that rank, and/or by date of appointment to the Department.
3. Seniority shall be broken only by lawful discharge or voluntary separation for more than one (1) year.
4. Notwithstanding this Agreement, the New York State Civil Service Law and Rules and Regulations as to hiring, discharging and probationary periods shall apply and be observed by the parties.
5. For the purposes of computing payroll, an employee shall be paid based upon the hours worked times his/her hourly rate of pay.

ARTICLE 7

GENERAL MUNICIPAL LAW SECTION 207-c

1. All part-time police officers covered by this Agreement who become injured and/or ill in the line of duty shall be paid pursuant to the requirements of Section 207-c of the General Municipal Law. Payments under Worker's Compensation shall be provided in accordance with the provisions of said law.
2. For the purpose of applying the statute, "regular salary or wages" to be paid by the Employer to that employee who is injured or who becomes ill in the performance of duty, shall be based upon the average number of hours per week worked during the year (52 weeks) immediately preceding the injury and/or illness.

ARTICLE 8

HOLIDAYS

An employee who works on a Holiday enumerated herein, shall be paid overtime at the rate set forth below for all hours worked:

1/1/04

1. New Year's Day (1.5X)
2. Easter Sunday (1.5X)
3. Memorial Day (2X)
4. Independence Day (1.5X)
5. Labor Day (1.5X)
6. Thanksgiving Day (2X)
7. Day After Thanksgiving Day (1.5X)
8. Christmas Eve (1.5X)
9. Christmas Day (2X)
10. New Year's Eve (1.5X)

1/1/05

1. New Year's Day (1.5X)
2. Easter Sunday (1.5X)
3. Memorial Day (2X)
4. Independence Day (2X)
5. Labor Day (2X)
6. Thanksgiving Day (2X)
7. Day After Thanksgiving (1.5X)
8. Christmas Eve (2X)
9. Christmas Day (2X)
10. New Year's Eve (2X)

1/1/06

1. New Year's Day (1.5X)
2. President's Day (1.5X)
3. Easter Sunday (1.5X)
4. Memorial Day (2X)
5. Independence Day (2X)
6. Labor Day (2X)
7. Thanksgiving Day (2X)
8. Day After Thanksgiving Day (1.5X)
9. Christmas Eve (2X)
10. Christmas Day (2X)
11. New Year's Eve (2X)

1/1/07

1. New Year's Day (1.5X)
2. President's Day (1.5X)
3. Easter Sunday (1.5X)
4. Memorial Day (2X)
5. Independence Day (2X)
6. Labor Day (2X)
7. Thanksgiving Day (2X)
8. Day After Thanksgiving Day (1.5X)
9. Christmas Eve (2X)
10. Christmas Day (2X)
11. New Year's Eve (2X)

ARTICLE 9

WORK HOURS AND SCHEDULES

1. There shall be three (3) tours of duty as follows:

“A” line - 11:00 p.m. to 7:00 a.m.

“B” line - 7:00 a.m. to 3:00 p.m.

“C” line - 3:00 p.m. to 11:00 p.m.

The regularly scheduled workday shall be eight (8) consecutive hours in the tours of duty set forth above, which shall include a one-half (1/2) hour paid meal period.

2. The Chief of Police or designee shall post and designate all available tours of duty no later than the fifteenth (15th) of each calendar month. All employees shall submit a minimum availability to work five (5) tours of duty (40 hours) based on the tours of duty posted and designated as available, in writing to the Chief of Police or designee no later than the twentieth (20th) of each calendar month for the ensuing calendar month. The Chief of Police shall have the sole discretion to waive this requirement, which shall be in writing.

Seniority, the date of hire as a police officer with the Employer, shall have preference, if submitted as set forth herein, up to the first twenty-four (24) hours in each week, not to exceed forty (40) hours in a pay period, submitted for that calendar month. The Chief of Police may reduce the maximum forty (40) hours, if necessary, in order to provide a minimum of eight (8) hours per pay period for each employee. Any availability for tours of duty submitted after the fifteenth (15th) of each calendar month shall not be assigned by seniority, but based on the remaining availability of tours of duty determined by the Chief of Police or designee.

All employees shall submit, within their availability, a minimum of one (1) weekend tour of duty a month, which shall consist of either a Friday "C" line tour of duty, or all tours of duty on Saturday or Sunday, except if an employee's primary employment requires him/her to work. In that case, the employee shall be excused from the foregoing requirement. The Chief of Police or designee reserves the right to verify with the employee's primary Employer that he/she was required to work and not provide availability as set forth herein.

Additionally, each employee shall submit a minimum availability to work two (2) of the named Holidays each year as set forth in Article 8. Employees shall select holiday tours in seniority order. Each employee shall be required to work two (2) holiday tours per calendar year unless this requirement is waived by the Chief of Police. This requirement shall be based on an employee working an entire calendar year. An employee hired after June 30th shall submit a minimum availability to work one (1) of the named Holidays as set forth in Article 8. The Chief of Police or designee shall post and distribute to each employee the work schedule no later than the twenty-second (22nd) of each calendar month for the ensuing month to be worked. All employees shall report for work according to the work schedule, unless notified by the Chief of Police a minimum of seventy-two (72) hours in advance of a schedule change, except in cases of unforeseen circumstances.

3. The practice of police officers mutually agreeing to change/swap their tours of duty with each other shall be permitted, provided that such substitution does not impose additional cost to the Department, such notice is submitted in writing no less than seventy-two (72) hours in advance of the tour of duty, and the request is approved by the Chief or his designee. The Chief may waive the seventy-two (72) hour advance notice at his discretion.

4. Overtime and/or additional scheduled or unscheduled work (due to schedule changes, personnel absences, supplemental patrols) shall be equally distributed among the part-time police officers who normally perform such work, as defined in Article 10. With the exception of the substitution of a full-time police officer, for a full-time police officer that calls in sick, any and

all scheduled and unscheduled work shall be staffed by a part-time police officer to defray additional costs to the Employer.

5. Any part-time police officer called in for a special detail or non-scheduled work assignment shall be paid for a minimum of four (4) hours.

6. In the event an employee fails to report for thirty percent (30%) of his/her regularly scheduled tours of duty, as submitted and posted in any calendar quarter, without prior approval of the Chief of Police or designee, or verifiable absence (i.e., illness, primary employment, etc.), that employee shall lose his/her seniority and be placed at the bottom of the seniority list for the ensuing calendar quarter. The employee's seniority shall be restored by reporting for a minimum eighty percent (80%) of his/her regularly scheduled tours of duty during the calendar quarter in which the seniority was lost. In the event the employee fails to report for his/her scheduled tours of duty as set forth herein, or develops a pattern of failing to appear (a pattern of failing to appear is defined as failure to report for thirty percent (30%) or more of scheduled tours for two (2) consecutive quarters), the employee shall be subject to disciplinary action, which may include termination.

ARTICLE 10

EQUALIZATION CLAUSE FOR OVERTIME AND UNSCHEDULED WORK

1. Overtime and additional unscheduled work (due to schedule changes or personnel absences) shall be equally distributed among the part-time police officers who normally perform such work. Each employee shall be selected initially according to his/her place on an established alphabetical list of part-time police officers. This list shall be utilized until the Department requirement is satisfied. When subsequent assignments arise and staffing is needed the list shall be utilized starting with the next police officer on the list, following the last police officer called in for an unscheduled assignment. A police officer on the list may be passed by only if the hours required for the assignment would put that police officer's bi-weekly total in excess of forty (40) hours. The alphabetical list shall not be used as a means to alter assignments, such that police officers with the lowest number of scheduled hours or have the least number of hours worked are offered the opportunity for additional work first.

2. Part-time police officers shall not be scheduled to work more than eight (8) hours in any given twenty-four (24) hour period, and shall not work more than sixteen (16) hours in any given twenty-four (24) hour period unless requested and/or approved by the Chief of Police. In the event an employee works in excess of his/her regularly scheduled eight (8) hour tour of duty, or is called in to work an unscheduled tour of duty, or works in excess of forty (40) hours in a workweek, he/she shall be paid at the rate of one and one-half times (1.5X) his/her hourly rate of pay. A police officer who submits his/her availability, pursuant to Article 9, for sixteen (16)

consecutive hours of work and is approved by the Chief of Police or designee shall not be paid overtime as set forth herein. In the event a police officer who is provided with a minimum of forty-eight (48) hours notice to work an unscheduled tour of duty, that police officer who reports shall not be paid overtime as set forth herein. In the event less than forty-eight (48) hours notice is provided, overtime shall be paid as set forth herein.

3. All employees, when not scheduled to work, and who are required to appear in court or before an administrative agency, having the right to require appearance, shall be guaranteed a minimum of four (4) hour's pay. When an employee is appearing in Marlborough Justice Court, he/she shall be guaranteed a minimum of three (3) hour's pay.

4. Should the Chief of Police determine a situation an emergency, part-time police officers may be called to work in any order deemed necessary by the Chief of Police. Consideration for seniority and/or hours worked within the pay period shall not be required under this condition.

ARTICLE 11

INDEMNIFICATION

1. The Employer shall provide, and pay for, legal counsel and fees for the defense of any employee against whom a civil or criminal complaint is filed for alleged false arrest or abuse of power, provided that the employee, at the time the damages were sustained, was acting in the discharge of his/her duties, either on or off duty, and within the general scope of his/her employment.

2. The Employer shall save harmless and indemnify any employee from financial loss arising out of any claim, demand, lawsuit or judgment, by reason of alleged negligence or other act by such employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his/her duties, either on or off duty, and within the general scope of his/her employment, and that such damages did not result from the willful and wrongful acts or gross negligence of said employee. Said employee must, however, within five (5) calendar days from the date he/she is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the Chief of Police. It is understood that upon receipt of such documents by the Employer, all matters pertaining to the representation of such employee shall be assumed by the attorney for the Employer.

ARTICLE 12

SPECIAL EMOLUMENTS

1. All employees who are required by the Employer to travel to areas outside of the Town in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip.
2. Employees who are required by the Chief of Police to use their own personal automobiles on any authorized official business will be reimbursed at a rate set each year by the Town Board at its annual re-organization meeting.

ARTICLE 13

NO STRIKE POLICY

The Union affirms, on behalf of itself and its bargaining unit members, that it does not assert the right to strike, nor possess the right to engage in a strike against the Employer and that it shall not cause, instigate, encourage or condone a strike. Any unauthorized, prohibited activity by members of the Union are not sanctioned, nor authorized by the Union.

ARTICLE 14

HOURLY RATE OF PAY

1. Each employee shall advance through the Step program as set forth below on the anniversary date (date of hire) with the Employer:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
1	Starting through 2 nd Year	\$12.50/hr			
2	Starting 3 rd Year	\$14.10/hr			
3	Starting 4 th Year and Above	\$16.12/hr			
1	Starting through 2 nd Year	--	\$14.52/hr	\$14.96/hr	\$15.41/hr
2	Starting 3 rd Year and Above	--	\$16.60/hr	\$17.10/hr	\$17.61/hr

In addition to the above base hourly rate of pay, an employee who works the "A" line and/or the "C" line tours of duty as set forth in Article 9, shall be paid the differential set forth below for all hours worked or any part thereof as follows:

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
"A" Line	+\$1.00/hr	+\$1.00/hr	+\$1.00/hr
"C" Line	+\$.75/hr	+\$.75/hr	+\$.75/hr

ARTICLE 15

MANPOWER

1. Patrol tours of duty shall be filled with no less than two (2) police officers at any one time.
2. Prisoner transports shall be staffed at the discretion of the Chief of Police and/or the officer in charge.
3. The "B" line tour of duty (7:00 a.m. - 3:00 p.m.) shall consist of at least two (2) police officers, three (3) days of the week, from Monday through Friday. The Chief of Police, at his/her option, shall designate the day of the week the tour of duty is to be staffed by a police officer.

ARTICLE 16

UNIFORMS AND EQUIPMENT

1. The Employer shall not require any employee to, nor shall any employee, take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law and/or those items necessary for the employee to safely perform his/her tour of duty, [i.e., spotlight, full-functioning light bars, two-way radio, first aid kit, shovel, blanket, snow brush/ice scraper, shotgun rack (shotgun with a minimum of 5 rounds of rifled slugs and 5 rounds of 00-Buckshot ammunition which shall be made available to each police officer for patrol use at the police officer's discretion), highway fuses/flares, 1 50' measuring tape, pry bar, spare tire and equipment need to change a tire, etc.] It shall not be a violation of this Agreement if employees refuse to operate such equipment, unless such refusal is unjustified. Employees shall immediately, or at the end of their tours of duty, report any and all defects of equipment. An employee shall not be asked or required to take out equipment that has been reported by any other employee as being unsafe, unless such equipment has been inspected by a mechanic and the defect repaired or declared to be safe by a supervisor. All patrol vehicles

shall be comparably equipped.

2. **Employee Uniforms:**

Each part-time police officer shall be required to purchase his/her full uniform and equipment in compliance with Department rules, regulations and policy at the time of hiring. The Employer shall replace uniforms and equipment destroyed in the line of duty. Additionally, the Employer shall also supply, at no cost to part-time police officers, any and all uniforms and equipment as required due to a change in Department rules, regulations and policy, when said change occurs after each specific police officer's time of appointment.

The Employer shall provide each part-time police officer with the dry cleaning of one (1) uniform, at a specified dry cleaner, for each two (2) tours of duty worked.

The Employer shall provide a Uniform Replacement Stipend each year to all employees for replacement of uniforms due to normal wear and tear as follows:

	<u>Amount Paid</u>
For each 250 hours worked	\$50.00

The maximum amount to be paid in any year is \$200.00. The uniforms listed below, which are damaged in the line of duty and not based on normal wear and tear, shall be replaced by the Employer at no cost to the employee:

UNIFORMS

- | | |
|------------------------------|-----------------------|
| - shoes | - police winter boots |
| - pants | - short sleeve shirts |
| - long sleeve shirts | - tie and tie clasp |
| - reversible windbreaker | - regulation raincoat |
| - pair winter uniform gloves | - winter coat |
| - hat w/adequate cover | |

3. **Employee Equipment:**

Equipment (as listed below), which is damaged in the line of duty or becomes unserviceable as defined by the manufacturer (i.e. expiration of bullet proof vests) shall be replaced by the Employer.

EQUIPMENT

- gun belt
- belt keepers
- regular belt
- security holster
- set of handcuffs and case
- NYS approved soft body armor
- radio holder
- badge
- double magazine pouch
- Glock 40 caliber model 22/23 (recommended) or other personally owned .40 caliber, .45 caliber, 9mm caliber semiautomatic firearm that is used while on duty.

The Employer shall provide an Equipment Replacement Stipend each year to all employees as follows:

	<u>Amount Paid</u>
For each 250 hours worked	\$100.00

The maximum amount to be paid in any year is \$400.00.

4. Currently, part-time police officers utilize their own firearm in the performance of their duties. If a part-time police officer's firearm is:
 - A. Damaged during the course of duty; said firearm shall be replaced or repaired by the Employer. If repair is possible, the repair shall be done by the manufacturer of said firearm and the Employer shall provide the police officer with a Department firearm and holster during the time the police officer's personal firearm is being repaired. If replacement is required, replacement shall occur within five (5) working days, and shall be with the same firearm (make, model, and caliber), a sibling if said firearm is no longer available or another firearm, if agreeable to the police officer involved.
 - B. Confiscated as evidence regarding an incident that occurred while on-duty; if it is anticipated that said firearm will be returned to the police officer in the near future, the Employer shall issue a Department firearm and holster to said police officer until such time that the police officer's personal firearm is returned. If the police officer's personal weapon is not returned within a one (1) year period, and said police officer is not found guilty of a crime regarding the incident that necessitated the confiscation of the weapon, the police officer's personal weapon shall be replaced by the Employer with the same firearm (make, model, and caliber) or a

sibling, if said firearm is no longer available, or another firearm, if agreeable to the police officer involved.

ARTICLE 17

GRIEVANCE PROCEDURE

Grievance Defined:

A grievance shall be defined as any dispute or disputes arising out of, or relating to the interpretation, or application of the terms and conditions of employment herein contained; or any alleged violations or inequitable application of established policy(s) contained in said Agreement.

Basic Principles:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair, expeditious and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee(s), or the Union, shall have the right to present grievances in accordance with this procedure, free of coercion, interference, restraint, discrimination or reprisal.
3. An employee(s) shall have the right to be represented at any stage of this procedure by the Union, legal counsel, and/or representatives of his/her choosing.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Town Board to take steps as may be necessary to give force and effect to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in this procedure.
6. The purpose of the grievance procedure is to ensure equitable and expeditious treatment and remedies for alleged violations under this Agreement.

Procedures:

Informal:

Should a grievance alleging a violation arise, the grievant(s) shall discuss said matter informally with his/her immediate supervisor. Said grievant shall be accompanied by a Union representative, if so desired. If the immediate supervisor is unable to resolve same within three (3) calendar days, the grievant, accompanied by a Union, representative shall take the grievance to the Chief of Police orally. If unresolvable by the Chief within three (3) days, the grievance shall proceed to Step 1 of the Formal procedure.

Formal:

- Step 1:** Should a grievance alleging a violation arise, the grievant(s) shall advise the Union representative and the Union representative shall make written notice of the grievance to the Chief. The Chief shall answer the grievance in writing within ten (10) working days. If the Chief cannot resolve the grievance, the written grievance and the Chief's written answer shall be submitted to the Town Board, which will have thirty (30) days to render a decision.
- Step 2:** In the event the Union sponsored grievance cannot be resolved at Step 1, said decision shall be submitted to the New York State Public Employment Relations Board (PERB) by the Union for arbitration, in accordance with the procedures set forth in its Rules and Procedure.
- Step 3:** The Arbitrator shall not add to, modify and/or delete, but interpret the written language of the Agreement. The Union and the Employer shall bear equally the cost of the per diem fee of the Arbitrator and any additional cost thereof. The arbitrator's decision shall be final and binding upon both parties.

ARTICLE 18

REIMBURSEMENT

The Employer shall reimburse employees for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appliances, not covered by Workers' Compensation and/or General Municipal Law Section 207-c, which are destroyed, damaged or lost as a result of police activity when on duty and acting within the scope of employment.

ARTICLE 19

SAFETY AND LABOR/MANAGEMENT COMMITTEE

There shall be a Safety and Labor/Management Committee consisting of representatives from the Employer and the Police Department [Chief of Police, police officers (equal number of full and part-time police officers), and dispatchers (equal number of full and part-time dispatchers)] which will meet monthly.

The purpose of this Committee shall be to identify potential and existing safety hazards and to recommend appropriate corrections, and to discuss labor/management issues and mitigation, as necessary. Persons attending these meetings shall not be paid.

ARTICLE 20

TRAINING, EDUCATION AND CERTIFICATION

1. At various time intervals established by the New York State Department of Criminal Justice Services (DCJS) and the Bureau of Municipal Police (BMP), each police officer is required to re-certify in various credentials (i.e., radar, firearms, breathalyzer, instructor, DARE, EVOC, Accident Investigation, Accident Reconstruction, First Aid, CPR, etc.). Any courses/training and equipment needed to maintain these credentials shall be paid for by the Employer, with the prior approval of the Chief of Police and the Town Supervisor. Additionally, the Employer shall pay the police officer (pursuant to Article 10) for the time expended in attending said course/training and, if practicable, a Department vehicle shall be made available for transportation.

2. Part-time police officers with three (3) or more years employment with the Town of Marlborough, and having worked four hundred (400) hours within the last twelve (12) months shall receive one (1) day of paid training, to be determined by the police officer and the Chief of Police.

ARTICLE 21

PERSONNEL FILE

An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, upon five (5) calendar days notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records, shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read same and to provide a response to be

filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file.

ARTICLE 22

DURATION

This Agreement shall commence January 1, 2004 and end December 31, 2007.

All terms and conditions of employment, as set forth herein, shall remain in effect after the expiration of said Agreement and until a successor Agreement has been negotiated.

TOWN OF MARLBOROUGH

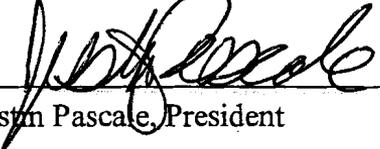


Thomas T. Coupart, Supervisor

5/4/05
Dated

MARLBOROUGH TOWN

POLICE BENEVOLENT ASSOCIATION



Justin Pascale, President

05/04/05
Dated