

AGREEMENT
BY AND BETWEEN
TOWN OF MARLBOROUGH, NY
AND THE



UNITED FEDERATION
OF POLICE OFFICERS, INC.

UNIT 627

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

TABLE OF CONTENTS

Article I	- Recognition	3
Article II	- Job Description	3
Article III	- Agency Shop	3
Article IV	- Maintenance of Standards	4
Article V	- Retirement	4
Article VI	- Seniority and Civil Service Continuity	4
Article VII	- No Strike Provision	4
Article VIII	- Work Schedule and Hours	5
Article IX	- Shift Coverage	5
Article X	- Overtime	5
Article XI	- Sick Leave	6
Article XII	- Personal Leave	7
Article XIII	- Paid/Unpaid Leaves of Absence	7
Article XIV	- Medical Coverage	8
Article XV	- Municipal Law 207-C	8
Article XVI	- Vacation	8
Article XVII	- Holidays	8
Article XVIII	- Personnel Files	9
Article XIX	- Reimbursement Job-Related Education & Training	10
Article XX	- Training	10
Article XXI	- Outside Employment	10
Article XXII	- Compensation	10
Article XXIII	- Longevity	11
Article XXIV	- Miscellaneous	11
Article XXV	- Modifications	11
Article XXVI	- Savings Clause	11
Article XXVII	- Indemnification	11
Article XXVIII	- Disciplinary/Discharge	12
Article XXIX	- Grievance Procedure	14
Article XXX	- Legislative Action	15
Article XXXI	- Uniforms/Uniform Maintenance	15
Article XXXII	- Duration	15

ARTICLE I - RECOGNITION

The Town of Marlborough recognizes the United Federation of Police Officers, Inc., located at 540 North State Road, Briarcliff Manor, New York, as exclusive agent for collective bargaining and enforcement for all full-time Dispatchers of the Town of Marlborough Police in accordance with the provisions of the Public Employees' Fair Employment Law of the State of New York.

Upon presentation of check-off authorization cards executed by individual employees, the Town shall deduct from the wages paid to the individual employees the amount of lawful dues and other assessments as may be authorized.

ARTICLE II - JOB DESCRIPTION

Full-time dispatchers are civil service and will follow the job description for a full-time dispatcher according to Civil Service.

ARTICLE III - AGENCY SHOP

1. Non-Compulsory Membership - Under the Taylor Law, membership in this Union is not compulsory. Neither party shall exert any pressure on, or discriminate against, an employee based on membership or non-membership in the Union.

2. Non-Union Employee Obligations - Membership in the Union is separate and distinct from the assumption by one individual of his equal obligations to the extent he receives equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members of the Union, and this Agreement has been executed by the Employer after the Public Employment Relations Board has certified that the Union is a choice of a majority of the employees in the bargaining unit. However, it is fair and just that each employee in the bargaining unit is to pay a fair share of the obligations along with the grant of equal benefits contained in this Agreement.

3. Maximum Union Security - In the Event that the current laws are modified or repealed so as to permit greater Union Security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.

4. Union Business Leave - The Employer agrees to permit one member of the Union, who is elected or designated, to attend any convention or Union-related meetings at no expense to the Town.

5. Union Stewards - The Employer recognizes the right of the Union to designate its Union Stewards.

ARTICLE IV - MAINTENANCE OF STANDARDS

It is understood that any policy or procedure change affecting terms and conditions of this collective bargaining agreement may not be changed without voluntary mutual consent of the Union and the Employer. The present standard operating procedure embodied in the Rules and Regulations of the Town of Marlborough Police Department does not affect this collective bargaining agreement.

ARTICLE V - RETIREMENT

All members of the bargaining unit shall be covered by a contributory retirement program under Article 14 of the Retirement and Social Security Law of the State of New York, designating the employees as "general members" as defined in Section 501 of said law.

ARTICLE VI - 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 person is qualified to perform such work. Civil Service continuity shall not be the only factor in determining seniority as to work assignments.

2. Seniority is determined by continuous service, by date of employment and by date of appointment to the department.

3. Seniority shall be broken by lawful discharge or voluntary separation for more than one year.

4. When it becomes necessary to reduce the working force, seniority will be observed whenever and wherever practicable, and within grade. When the force is again increased, the person(s) are to be returned to work in the reverse order in which they were laid off. In the event of a recall, the laid-off employee(s) shall be given notice of recall by telegram or certified mail, sent to the last known address of the employee(s). Within three calendar days after tender of delivery, or attempted delivery, the employee(s) must notify the Employer by telegram or certified mail of his/her intent to return to work, and must actually return to work within seven days after tender or attempted delivery of such notice, unless mutually agreed upon to extend the period of time. If the employee(s) fail to comply with the above provisions, he/she shall be declared a voluntary quit, and lose all seniority rights of employment.

5. Notwithstanding this Union contract, the New York State Civil Service Law and Rules and Regulations as to hiring, discharging and probationary periods shall apply and be observed by all parties.

6. The employee's years of service, for the purpose of computing salary and vacation time, shall be based upon the State Retirement System's computation of total time within the Retirement System.

ARTICLE VII - NO STRIKE PROVISION

Pursuant to Civil Service Law 207(3), the Union hereby affirms that the employees do not assert the right to strike against any government, to assist or participate in such a strike, as defined herein.

Nothing in this Agreement shall be construed to limit the rights, remedies or duties of the Union or employees under the State Law.

ARTICLE VIII - WORK SCHEDULE AND HOURS

1. The regular work day and work shift for each employee shall consist of eight (8) consecutive hours, which shall include a half (1/2) hour paid break, and two fifteen (15) minute breaks within the Police Department as conditions permit. Such period shall commence from the start of the employee's regular work shift.

2. All employees shall be scheduled to work one of the following shifts:

- A Line - 12am to 8am
- B Line - 8am to 4pm
- C Line - 4pm to 12am
- D Line - At the discretion of the Chief.

Bidding by seniority for tours of duty shall occur every six months.

The above shifts for full-time dispatchers shall consist of forty (40) hours per week unless otherwise agreed by that employee.

3. Work schedules shall be posted and employees shall work according to schedule unless notified seventy-two (72) hours in advance of the schedule change, except in the case of unforeseen circumstances.

4. The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the department, the supervisor whose jurisdiction the substitution will occur is notified in advance, and the request is approved by the Chief.

ARTICLE IX - SHIFT COVERAGE

There shall be at least one (1) dispatcher on each tour of duty (A, B, C Lines), seven (7) days per week, Sunday through Saturday.

ARTICLE X - OVERTIME

1. All work in excess of forty hours a week shall be paid at a rate of one and one-half (1.5) the employee's rate of pay or be given compensatory time off, at the overtime rate, at the sole discretion of the employee. Compensatory time off hours accumulated shall be limited to one hundred seventy (170) hours, except for existing employees whose cap shall be one hundred seventy (170) hours, plus what was recorded on the books as of January 1, 1996.

2. Time during which an employee is excused from work because of vacation, holidays or other authorized compensatory time off shall be considered as time worked for the purpose of computing overtime.

3. All employees who are off duty and are required to appear in court, or before a body having the right to require appearance, for work related purposes, shall be guaranteed a minimum of two (2) hours pay.

4. Dispatchers called in to work on regularly scheduled time off shall receive a minimum of four (4) hours pay.

5. A holiday, pursuant to this Agreement, shall be credited as time worked for the purpose of overtime compensation.

6. A list of full-time dispatchers based on seniority shall be created. When it is determined that a full-time dispatcher is to be offered a vacated position, the dispatcher shall be chosen from this list, in rotation. When a full-time dispatcher does not accept, or cannot be contacted within twenty (20) minutes (except in case of emergency), their name shall be by-passed and the next full-time dispatcher in rotation shall be contacted, continuing this process until the list is exhausted. The by-passed dispatcher(s) will not be offered a vacated position until the rotation reaches their name(s) again.

7. When a vacancy is created in the normal schedule due to vacation leave, personal leave, sick leave, leave of absence, compensatory time off or for any unforeseen reason, the position is first offered to a part-time dispatcher. If no part-time dispatcher accepts the vacated position, the full-time dispatchers will then be offered the vacated position. If no full-time dispatcher accepts the vacated position, the Chief or his designee, may: (A) offer the vacated position to a part-time police officer, or (B) offer the vacated position to a full-time police officer.

8. If a vacancy is created just prior to, or during, a shift and there is insufficient time to follow normal procedures to fill the vacancy, or there is an emergency situation requiring additional dispatcher(s), the Chief or his designee, at his discretion, may by-pass said normal procedures and first request the on-duty dispatcher to remain on duty, or request the dispatcher scheduled for the following shift to come in early, or assign a qualified part-time police officer or full-time officer to cover the shift until arrangements can be made to have a dispatcher called in.

ARTICLE XI - SICK LEAVE

1. Each full-time employee shall accrue one (1) sick day for each month of service in the first year and shall be entitled to twelve (12) days sick leave given on the anniversary date after the completion of one full calendar year of service. At the conclusion of the second year of service, the employee shall have earned a total of twenty-four (24) days of sick leave. No more than one hundred thirty (130) days of sick leave may be accumulated. Fifty (50) accumulated sick days shall be paid one hundred percent (100%) to the employee upon voluntary termination, resignation or retirement. In the event of an employee's death, said accumulated sick leave payment shall be remitted to said spouse and/or estate. Employees hired after February 1, 2008 shall not be entitled to accumulated sick leave payment upon separation from employment.

2. In addition to personal illness, an employee may charge immediate family sickness against his/her accrued sick leave. Such requests shall be made at least two hours before the start of the employee's shift.

3. The Employer may require an employee produce a physician's certification of illness or fitness to return to work, if such employee has been absent for five consecutive work days.

4. In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense. Should a disagreement arise between the employee's physician and the Employer's physician, then a third physician, mutually agreed upon and selected by the first two physicians, shall make the final determination. The full cost of services of the third physician shall be borne by the Town.

5. The Employer, at its discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. Sick leave advanced to an employee shall be deducted from monies due to any employee upon his separation from service, and/or personally reimbursed.

6. Employees on paid sick leave shall receive full pension and insurance contribution and coverage.

7. In those cases where the entitlement to all sick leave has been exhausted, the Employer will consider application for extended sick leave without pay where the employee has more than two years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one year and shall be granted under such conditions as the Employer deems appropriate.

8. Any unused vacation time and compensatory time which has been accumulated shall be paid to the employee upon his/her termination, separation, resignation or death at his /her current rate of pay. Said payment is to be made on the next pay period. In the event of death, said accumulated monies shall be paid to the dispatcher's spouse and/or estate.

9. Maternity leave will be granted as an unpaid sick leave of absence for a period of up to six months (the employee may take a leave of absence of six months or less). If the employee requesting the leave of absence wishes to use accrued time, the use of such time for the leave of absence will be granted for the full or partial period of time, however the leave may not exceed six months, without approval from the Chief of police. (If accrued time is taken for a partial period of the leave of absence, the employee may take the remainder of the six months without pay.) The employee will receive full medical benefits throughout the leave of absence.

ARTICLE XII - PERSONAL LEAVE

Five (5) days per year shall be granted to each member of the bargaining unit for the use of personal or family business purposes. Unused personal leave days not taken may be rolled over to the next year, but will be added to sick leave. Requests for personal leave days shall normally be submitted in writing, to the Chief of Police, within one day prior to said individual's absence, except in cases of emergency. In cases of emergency, all requests may be made to the Chief orally.

ARTICLE XIII - PAID & UNPAID LEAVES OF ABSENCE

1. Dispatchers shall be entitled to up to five days of absence from employment with pay, commencing with the date of notification of death, not chargeable to sick leave, for each death in the family of the employee or his spouse. "Family" is defined to include the parents, children, spouse, brothers and sisters. Up to two days may be taken for the death of grandparents, grandchildren or any relative residing in the same house.
2. Should any employee be required to serve on any jury or be involved in any jury services, such employee shall be granted a leave of absence for such necessary duty or services, and such leave shall be at full pay, less any monies received, except for travel monies.

ARTICLE XIV - MEDICAL COVERAGE

1. The Employer shall pay for Employees hired prior to January 1, 2015 the total premium for both individuals and dependants coverage of the statewide plan, or a plan of the Employer's choice that is compatible giving at least the same benefits for all full-time dispatchers.
2. Dental coverage will be provided at no cost to the employee, whether individual or family plans.
3. A non-contributory Vision Plan will be provided at no cost to the employee, whether individual or family plan, the selection of which shall be solely within the discretion of the Town.
4. For eligible employees, the Medical buy out set forth in this program will be as follows: Twenty-five hundred (\$2,500.00) annually for individual coverage and forty-five hundred (\$4,500.00) annually for family coverage. These payments will be made quarterly in four equal installments. The employee must provide proof of insurance.
5. Any Full-time Employee hired on or after January 1, 2015 will contribute 15% of their yearly health insurance premiums. The Town will contribute 85% of their yearly health insurance premiums.
6. All full-time employees hired on and after January 1, 2015 that have completed at least twenty (20) continuous years of full time service with the Town shall be entitled to retiree health insurance coverage in the same classification (individual, one plus one or family) and subject to the same rate of premium contribution as applicable on the employee's last date of employment.
7. Upon retirement the Town will continue the coverage set forth in Sections 1, 2, and 3 above for all employees hired prior 01/01/2015.

8. When a retiree and/or spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare, and the Employer shall pay the Medicare Part premiums. The Employer may also enroll, at no cost to the retired employee and/or spouse, that individual into a Medicare Supplemental Plan provided through the Employer, so long as the Medicare and Medicare Supplemental Plan benefits combined are substantially equal to the then existing primary health insurance plan and benefits provided to active employees. In the event the Employer seeks to change the Medicare Supplemental Plan, all of the criteria as set forth herein shall be applicable regarding the proposed change, in that the proposed Medicare Supplemental Plan and benefits combined with Medicare are substantially equal to the existing primary health insurance plan and benefits provided to active employees. This section shall not apply to the spouses of all full-time employees hired on and after January 1, 2015.

ARTICLE XV - MUNICIPAL LAW 207-C

All Dispatchers covered by this Agreement who become injured and/or ill in the line of duty shall be paid pursuant to the requirements of the General Municipal Law. Payments under Worker's Compensation shall be provided in accordance with the provisions of said law.

ARTICLE XVI - VACATION

1. All full-time employees covered by this Agreement shall be entitled to the following vacation periods computed as set forth in Article VI, Section 6 of this Agreement:

After 1 year	10 working days
After 5 years	15 working days
After 10 years	20 working days
After 15 years	25 working days

2. Vacation credits may be accumulated from one year to another up to a maximum accumulation of thirty (30) days on the books at any one time.

3. At resignation, an employee may exchange approved accumulated vacation time into a cash sum based on the employee's rate of pay in effect at that time.

ARTICLE XVII - HOLIDAYS

The Legal Holidays as enumerated shall be allowed as days off for employees with pay. The days prescribed by New York State Law for the observance of:

- | | |
|---------------------|----------------------------|
| 1. New Year's Eve | 9. Labor Day |
| 2. New Years Day | 10. Columbus Day |
| 3. Election Day | 11. Veterans Day |
| 4. President's Day | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day after Thanksgiving |
| 6. Easter Sunday | 14. Christmas Eve |
| 7. Memorial Day | 15. Christmas Day |
| 8. Independence Day | 16. Martin Luther King Day |

No employee who is scheduled to work on a Holiday set forth above shall be scheduled not to work unless that employee has requested that Holiday off.

When a full-time dispatcher is scheduled and works on a designated holiday, he or she shall be entitled to receive compensation time or pay at time and one half (1.5) their rate of pay in addition to normal pay.

When a full-time dispatcher is ordered to work on a designated holiday, he or she shall be entitled to receive compensation time or pay at the Double time (2.0) rate of pay in addition to normal pay.

If any of the above-mentioned holidays fall on regularly scheduled days off, said employee(s) shall be entitled to eight (8) hours pay.

ARTICLE XVIII - PERSONNEL FILES

Each employee shall be entitled to examine his or her personnel file (excluding pre-employment reference letters) under the direct supervision of the Chief of police and shall have an opportunity to place therein any laudatory material and respond in writing to any complaints or critical material.

An employee who objects to the placement of a complaint or critical material in his/her personnel file may seek removal of the material under the appropriate steps of the grievance procedure.

After (1) year after a complaint or critical material is placed in the personnel file, the employee may petition the Town Board for removal of the material. Within fourteen (14) days, the Town Board shall hold a meeting with the employee and shall render a decision in writing to the employee within seven (7) days thereafter. The decision of the Town Board shall be final.

If the Town Board denies the petition of the employee, the written decision of the Town Board shall be included in the employee's personnel file. The employee may not seek further relief for removal of the objectionable material for eighteen (18) months thereafter.

ARTICLE XIX - REIMBURSEMENT FOR JOB-RELATED EDUCATION AND TRAINING

The Department will reimburse each employee, in an amount not to exceed \$500.00 per calendar year for the cost of seminars and schools taken pursuant to a program of study related to employment and approved in advance by the Town Board.

ARTICLE XX - TRAINING

Any employee who is required to function outside the scope of his or her job description, ie; as a Matron, must be fully trained in proper procedure. A refusal to perform, by an employee who is not trained in said area, shall not be subject to disciplinary charges. Salary adjustment shall be commensurate with additional duties, part-time police officer's salary.

ARTICLE XXI - OUTSIDE EMPLOYMENT

All full-time employee(s) shall be entitled to accept outside employment, consistent with rules and regulations that have been established by the Chief of police, provided such employment, in the opinion of the Chief of police, does not interfere in the performance of his/her duties with the Department, including overtime and special calls to duties, or present a conflict of interest in terms of the nature of his/her work.

ARTICLE XXII - COMPENSATION

All incumbent bargaining unit employees shall receive a step program identified below. Step increases shall begin on the employee's anniversary date. The step program will be augmented annually in January of each year for the duration of this contract, with a Cost of Living Adjustment identified below.

	Increase	2.25%	2.25%	2.25%	2.25%	2.25%
	2019	2020	2021	2022	2023	2024
New	17.62	18.02	18.42	18.84	19.26	19.69
After 1st Year	18.17	18.58	19.00	19.42	19.86	20.31
After 4th Year	19.82	20.27	20.72	21.19	21.66	22.15
After 8th Year	22.03	22.53	23.03	23.55	24.08	24.62
After 12th Year	24.23	24.78	25.33	25.90	26.49	27.08
After 16th Year	26.98	27.59	28.21	28.84	29.49	30.15

2. The Head Dispatcher currently receives an annual stipend in the following amounts: of (7.5%) above the present wage scale. This stipend will be set at the rates identified below per year with No extra percent paid per hourly rate. This stipend schedule shall "sunset" when the current Head Dispatcher ceases to be employed in that capacity by the Town. In the event any other individual is subsequently appointed Head Dispatcher, the payment of a stipend, if any, shall be subject to negotiation between the Town and the Union.

January 1, 2020 & January 1, 2021 - \$6,500

January 1, 2022 & January 1, 2023 - \$7,000

January 1, 2024 - \$7,500

Dispatchers shall be reimbursed twenty-seven dollars (\$27.00) each month for the use of his/her cell phone (\$324.00/yr). The Head Dispatch shall be reimbursed thirty dollars (\$30.00) each month for the use of his/her cell phone (\$360.00/yr).

3. Assignment of a Head Dispatcher shall occur at the sole discretion of the Chief of Police.

4. Work Shift Hourly Wage Differential for all hours worked between the hours of 4:00 PM and 8:00 AM:

2020	2021	2022	2023	2024
\$1.90	\$2.05	\$2.20	\$2.35	\$2.50

ARTICLE XXIII - LONGEVITY

- a. Full-time employees that complete 10 years of service will be paid a longevity payment of \$1,000 which will be paid in the payroll period of employees Anniversary date.

- b. Every year thereafter an additional \$100 of longevity will be paid up to a maximum of \$2,000 longevity payment.

ARTICLE XIV - MISCELLANEOUS

1. The Town shall reimburse each employee who uses his or her own vehicle when attending a school or seminar, at the request of the Chief of Police, for gas and oil at the rate established by the Town for all employees. The Town will also reimburse the tolls paid by the employee. When two or more employees travel to the same school or seminar, they shall be required to travel together (if feasible). Only one reimbursement per trip will be made unless the Town consents to the employees traveling in separate vehicles.

2. All employees who are required by the Town 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.

3. When negotiations are scheduled, any employee who is a member of the negotiating committee and who is on duty at that time, shall be afforded sufficient time off to attend said session. Such time spent shall be considered at time worked and therefore, compensated.

4. If in fact the Town considers the consolidation, transfer or sub-contracting of dispatch services with other agencies, public or private, it agrees it must negotiate the impact of this endeavor.

ARTICLE XXV - MODIFICATIONS

No change(s), modification, waiver or termination of any of the terms of these provisions of this Agreement is binding between the Board and the Union or its members unless the same be in writing and signed by a duly authorized representative of the Board and a duly authorized official of the Union.

ARTICLE XXVI - SAVINGS CLAUSE

If any provision of this Agreement shall be declared illegal or an unfair labor practice by reason of an existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of a portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining portions shall remain in full force and effect. Within twenty (20) days after a provision of this Agreement is declared to be illegal or an unfair labor practice, the Town and the Union will meet for the purpose of negotiating substitute terms which would overcome the provision found to be objectionable.

The Town shall assume all risks incident to the operation of the Dispatchers (as applicable) and will indemnify any employee against all claims and actions arising from any accident, injury or damage whatsoever to any person or property arising in the conduct of the lawful discharge of his/her duties within the scope of his/her employment and against all expenses and liabilities incurred in connection with such claims or actions brought thereon.

Any employee who receives a demand, notice of claim, summons or other notice or process relating to his conduct as an employee, shall give a copy of such document to the Chief of Police within 24 hours after it is received by the employee.

ARTICLE XXVIII - DISCIPLINARY/DISCHARGE

1. Procedure. An employee against whom any disciplinary action is proposed, shall be given written notice thereof by the Chief of Police, including the reasons there for, a copy of charges preferred against the employee or a description of the alleged acts or conduct and time, date and place, if known, when and where such acts or conduct occurred, and the penalty or discipline proposed by the Chief of Police. If the employee disputes the charges against him/her or disagrees with the proposed penalty or disciplinary action, he/she may file a grievance pursuant to this Agreement within ten (10) days after the written notice was served on him/her. If the employee fails to initiate the grievance procedure within ten (10) days, or does not appeal a denial of the grievance within the respective times specified in the grievance procedure, the Chief of Police may thereupon impose the penalty or discipline without further notice.

2. Alternate Procedure

A. An employee who has been given written notice of proposed disciplinary action by the Chief of Police may, within ten (10) days after the written notice is served upon him or her, notify the Chief of Police in writing that he/she elects to be disciplined under the procedure set forth in Article 75 of the Civil Service Law. The Chief of Police shall thereupon notify the Town Board, which shall conduct a hearing upon the charges against the employee in accordance with the rules and regulations of Civil Service Law.

B. The cost of attendance of a stenographer and transcripts of the hearing shall be borne by the Town.

3. Limitations. No disciplinary charge may be preferred against an employee if the Town Board or the Chief of Police had knowledge of the alleged act or conduct more than one year prior to the date the employee is notified that disciplinary action is proposed, unless the alleged act or conduct would, if proven, constitute a crime under any provision of the New York State Law. However, the employee's entire work record may be considered by the Committee or a Hearing Officer, Arbitrator or Court in determining the penalty to be imposed.

The procedures set forth above shall be the exclusive remedy for disciplinary action and shall supersede the provisions of Title B of Article V of the Civil Service Law.

4. It shall be the duty of each employee to cooperate fully and completely with an investigation of the proper performance of his/her duties or of any complaints made against him/her. For the purpose of this agreement, "complaint" shall mean a general expression of concern and "investigation" shall mean an examination of facts which may result in disciplinary action.

5. Each employee shall be entitled to the following rights and privileges relative to an investigation:

A. He/she shall not be interrogated related to any specific complaint unless he/she is advised of the nature and source of the charge, and whether he/she is being interrogated as a witness or as a subject of a possible disciplinary action.

B. In the event an employee is the subject of possible disciplinary action, he/she shall not be disciplined for failure to answer any questions unless afforded a reasonable opportunity to consult an attorney and/or union representative.

C. All interrogations relative to complaints shall be conducted in a reasonable manner.

D. The employee shall be advised of the termination and outcome of any disciplinary investigation against him/her.

E. An employee shall be entitled to respond to the investigating authority concerning any complaint made against the employee and he/she shall be given opportunity to do so regardless of whether disciplinary action is taken.

ARTICLE XXIX - GRIEVANCE PROCEDURE

Declaration of Purpose: In the event any difference or grievance shall arise between the Town, or Chief of Police, and the Union or any employee(s) in regard to wages, hours, working conditions or any other matters in connection with the interpretation or enforcement of this Agreement, or of the Rules and Regulations of the Department, the following procedure shall be resorted to as a means of seeking adjustment of the dispute. This procedure, however, shall not be used to challenge the dismissal of an employee who is not on certified permanent Civil Service Status.

Procedure:

For the purpose of this Section, "day" refers to calendar days and not working days.

Step 1: Informal Stage

Any employee, or the Union, having a grievance shall orally present such grievance to the Chief of Police, after going through their normal chain of command, who shall render a decision to the aggrieved employee(s), or the Union, within ten (10) days.

If an agreement cannot be made orally between the two parties, the employee or Union will follow Step 1 except all communications will be in writing.

Step 2: Formal Stage

Within seven (7) days after a decision has been rendered by the Chief of Police (or after going through their chain of command), the aggrieved employee or Union may appeal such decision to the Town. Such appeal must be in writing. Within twenty (20) days, the Town shall hold a hearing with the aggrieved employee(s), or the Union, and the Chief of Police. Within seven (7) days, the Town shall render a decision in writing to the aggrieved employee(s), or the Union, and to the Chief of Police. These time limitations can be mutually extended by the parties and in writing.

Step 3: Arbitration

If the aggrieved employee(s) or the Union objects to the decision rendered by the Town, the Union may, within twenty (20) days after the receipt of such decision, file a Demand for Arbitration with the Director of Conciliation of the New York State Public Employment Relations Board (PERB) to commence the administration of the voluntary grievance arbitration procedure pursuant to part 207 of the Rules of PERB. Such request shall be in writing. The Union and Town shall share equally the payment of the arbitrator's fee.

All parties to the grievance agree to make themselves and all written documents pertaining to the grievance, available to the arbitrator. The decision rendered by the arbitrator shall be final and binding on all parties. The arbitrator shall not have the authority to add to, modify and/or delete portions of the contract, but merely interpret the written language of the agreement.

ARTICLE XXX - LEGISLATIVE ACTION: (TAYLOR LAW S204 a 1)

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

ARTICLE XXXI - UNIFORMS/UNIFORM MAINTENANCE

Uniforms - Full-Time Dispatchers

Six (6) uniform shirts
Three (3) pairs of
pants or skirts One
sweater or jacket
One (1) pair of boots or shoes

Uniform maintenance of seven Hundred Dollars (\$700.00) will be paid to unit members in the amount of three Hundred and fifty Dollars (\$350) on June 1st and December 1st of each year.

ARTICLE XXXII - DURATION

All terms and conditions of employment herein shall remain in full force and effect and continue upon expiration of said agreement, until a successor agreement has been reached.

This Agreement shall commence January 1, 2020 and end December 31, 2024.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives of the day first above written.

Town of Marlborough, New York

By: _____ Date: _____
Al Lanzetta, Supervisor

United Federation of Police Officers, Inc., Unit 627 (On behalf of the Town of Marlborough Full Time Dispatchers)

By: _____ Date: _____
Christopher Hoar, Representative

Town of Marlborough Full Time Dispatchers

By: _____ Date: _____
Jennifer VanAmburgh, Union Steward

By: _____ Date: _____
Christopher Rapoli, Alternate