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Union: **Vestal Police Supervisors Association**

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Vestal, Town Of And Vestal Police
Supervisors Assn

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A G R E E M E N T

BETWEEN

TOWN OF VESTAL, NEW YORK

AND

VESTAL POLICE SUPERVISORS ASSOCIATION

DATED: DECEMBER 31, 1997

1/1/97 - 12/31/99

RECEIVED

DEC 28 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

EMPLOYEES COVERED

8

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AGREEMENT

Between

TOWN OF VESTAL, NEW YORK

And

VESTAL POLICE SUPERVISORS ASSOCIATION

THIS AGREEMENT, made as of the 31st day of December, 1997, by and between the TOWN OF VESTAL, a municipal subdivision of the State of New York located in the County of Broome (hereinafter referred to as "TOWN"), and the VESTAL POLICE SUPERVISORS ASSOCIATION, a membership corporation duly organized under and existing under the laws of the State of New York (hereinafter referred to as the "VPSA"),

WITNESSETH:

WHEREAS, by Chapter 392 of the Laws of 1967 the Legislature of the State of New York enacted the Public Employees Fair Employment Act as Article 14 of the Civil Service Law of the State of New York; and

WHEREAS, the said Act gives to public employees in the State of New York the right to be represented by employee organizations of their own choosing and to negotiate collectively with their public employers: and

WHEREAS, the Town Board of the Town of Vestal has duly designated the VPSA as the exclusive bargaining agent for the Sergeants, Lieutenants and Captains of the Police Department of the Town of Vestal; and

WHEREAS, the parties hereto have entered into negotiations concerning conditions of employment of the Sergeants, Lieutenants and Captains of the Police Department of the Town of Vestal; and

WHEREAS, as the result of such negotiations, the parties have mutually reached an understanding on the following matters, it is hereby agreed as follows:

1. RECIPROCAL RIGHTS

The Town recognizes the rights of the public employees to be represented by the VPSA for the purpose of negotiating collectively with the Town in the determination of terms and conditions of employment and the administration of grievances arising thereunder.

VPSA recognizes the right of the Town to retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws of and Constitution of the State of New York and/or the United States of America.

It is mutually understood and agreed by both parties to this Agreement that the management of Town operation and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote and transfer within the Department and other rights to relieve employees from duty because of lack of work or for other proper and legitimate reasons, is vested in and reserved in the Town, subject to the limitations provided in the law and in this agreement.

It is hereby understood that the VPSA may secure the services of an attorney to defend any member of its organization on any disciplinary proceedings. The VPSA agrees for its members that they will individually and collectively perform loyal and efficient work and services and that they will use their influence and best efforts to protect the property and interests of the Town, its good name and its services to the public.

2. NO STRIKE PLEDGE

VPSA affirms that it does not assert any right to engage in a strike or work stoppage against the Town or to cause, instigate, encourage or condone a strike or work stoppage or to impose any obligations upon its members to cause, instigate, encourage or condone a strike or work stoppage.

3. APPLICABLE LAW RULES AND REGULATIONS

That except as hereinafter provided, the negotiations and operation of this Agreement shall be consistent with the provisions of the Public Employees Fair Employment Act of the State of New York and the Rules and Regulations of the Police Department of the Town of Vestal.

4. RECOGNITION

The Town recognizes that the VPSA is the sole and exclusive collective bargaining representative of all the unit described in Paragraph "5." hereof, and the VPSA agrees to act as such representative for all persons included in said unit, whether or not they be members of the Association.

5. BARGAINING UNIT AND AGENCY SHOP

That, for the purposes of collective bargaining with the Town, the unit which the VPSA represents shall consist of all Sergeants, Lieutenants and Captains of the Police Department of the Town of Vestal. It is understood that in the event a current member of the bargaining unit becomes Chief of Police, said member shall remain eligible to retire with all of the benefits as provided in Paragraph "13" hereof.

Agency Shop - All members of the VPSA shall have deducted from their salary, by the Town, union dues as prescribed annually by the VPSA. All employees represented by the VPSA for purposes of collective bargaining who are not members of the VPSA, shall have deducted from their salary by the Town, a negotiation fee.. Prior to January 1 of each year of this agreement, the VPSA shall certify to the Comptroller of the Town a list of members and non-members of the VPSA, who are covered by this collective bargaining agreement, and shall set forth the respective deductions to be made against

each category of employee. It shall be the responsibility of the VPSA to notify the Comptroller of the Town of any changes to this list. It shall be a condition of continued employment of each current and future member of the bargaining unit to permit the deduction of the VPSA union dues and negotiation fees, if they are members of the VPSA, or negotiation fees if they elect not to join the VPSA.

The amount to be withheld shall be a fixed amount per pay period, per member, and shall not fluctuate with hours worked or any other variable function. The total amount of the dues and/or fees deducted shall be transmitted each month to the Treasurer of the VPSA, together with a list of employees from whom the deductions were made, no later than the fifth business day following the end of the month during which the dues and fees were collected.

If any provision of this paragraph is invalid under the laws of the State of New York, such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement.

6. TERM OF THIS AGREEMENT

This Agreement shall begin on January 1, 1997 and end on December 31, 1999. All increases in wages shall be retroactive to January 1, 1997.

7. SALARY AND OTHER COMPENSATION

A) Base Salary:

All members of the bargaining unit shall receive the base salary as provided below. The starting salary shall be payable for the duration of the probationary period. Upon completion of the probationary period, the salary shall be increased to increment No. 1. Starting at the thirteenth month from date of promotion, the salary shall be increased to increment No. 2.

1997 -

	STARTING SALARY	(1)	(2)
SERGEANT	\$41,597	\$42,353	\$43,487
LIEUTENANT	\$47,836	\$48,705	\$50,010

1998 -

SERGEANT	Jan-June	\$42,845	\$43,624	\$44,793
	July-Dec.	\$43,060	\$43,842	\$45,017
LIEUTENANT	Jan-June	\$49,272	\$50,168	\$51,512
	July-Dec.	\$49,519	\$50,419	\$51,770

1999 -

SERGEANT	Jan-June	\$44,567	\$45,377	\$46,592
	July-Dec.	\$44,792	\$45,606	\$46,828
LIEUTENANT	Jan-June	\$51,251	\$52,183	\$53,581
	July-Dec.	\$51,511	\$52,447	\$53,852

Retroactive pay for 1997 for salary & shift premium will be paid in a separate check.

B) Additional Compensation:

1) The Town shall pay additional compensation of Five Hundred Dollars (\$500.00) per year to any member of the unit, who has been awarded an Associate Degree in Police Science or Criminal Justice from any accredited college or university. This compensation shall be paid as a part of the regular salary of said member, commencing with the first pay period subsequent to said member receiving such degree, and continuing for each successive pay period so long as the member remains so employed.

2) The Town shall pay additional compensation of Five Hundred Dollars (\$500.00) to any member of the bargaining unit who shall obtain a four year degree in Criminal Justice or Social Science related to the job of a police officer. This compensation shall be paid as a part of the regular salary of said member, commencing with the first pay period subsequent to said member receiving such degree, and continuing for each successive pay period so long as the member remains so employed.

3) All members of the bargaining unit, designated as full time investigators by the Chief of Police, shall be entitled to an additional stipend of \$550.00, pro-rated weekly during the term of this agreement.

C) **Overtime Pay:** That for each hour over eight (8) hours, on any scheduled workday, the employee shall be paid at one and one-half (1 1/2) times their hourly rate.

Where a member is called in from off-duty for any reason, or required to attend any judicial proceeding relating to employment with the Town, whether criminal or civil, a member will be compensated for actual time spent in attendance of said proceedings at one and one-half (1 1/2) times their hourly rate. It is further understood that the member will be entitled to receive a minimum of three (3) hours of overtime.

It is further agreed that no employee will be changed from his regular shift and placed on duty solely for the purpose of frustrating the intent of this Agreement, insofar as overtime is concerned.

The Town agrees to pay on the basis of a regular hourly rate any member, who is ordered on standby alert. Standby alert shall be defined as being required by the Chief of Police to remain at home or at one single location until further ordered, or notified or to be available to report within one hour or less for duty. Members shall not be required to keep the Chief of Police informed of their movements or location in case of emergency unless he/she is placed on standby alert.

D) Longevity Increment: In addition to the basic salary as set forth in paragraph "7 (A)", all members of the unit shall be entitled to an increment as set forth below. Any member is entitled to the increment if he/she has completed the years of service in the employ with the Town any time within the calendar year

YEARS OF SERVICE	AMOUNT
5	\$165.00
10	\$330.00
15	\$550.00
20	\$770.00
25	\$990.00

E) Shift Premium: Shift premiums shall be applicable to all members for any hours worked after 3:00 PM. Said payments shall be made only to those persons assigned to said shifts. Such payments shall be paid for sick time, injured on duty time, but not for vacation time. Shift premium shall be paid on an hourly basis as follows:

DATES	3PM-11PM	11PM-7AM
01/01/1997 - 12/31/1997	\$.50	\$ 1.00
01/01/1998 - 12/31/1998	\$.75	\$ 1.25
01/01/1999 - 12/31/1999	\$ 1.00	\$ 1.50

F) Education: The Town agrees to pay for the cost of registration and books for any educational courses as approved by the Town Board and the Chief of Police. Said courses must be undertaken by the member of the unit at his/her own expense and on his/her own time. For reimbursement, the member must attain a passing grade, unless the member is prevented from

passing the course through no fault of his/her own due to sickness or inability to reschedule conflicting Department related job assignments.

The Town shall not be required to pay the costs of courses that are taken in pursuit of a degree above the bachelor level. In addition, the Town shall not be required to pay the cost of more than two (2) courses per year, after such member has accumulated 60 or more hours of credit.

In the event a member leaves the employ of the Town, prior to five (5) years of service after completion of the college degree, the officer shall reimburse the Town for all moneys paid as additional compensation paid pursuant to this subdivision, unless said degree was obtained prior to employment with the Town, then repayment does not apply. As an option, an officer may choose to receive \$100 the first year, \$200 the second year, \$300 the third year, \$400 the fourth year and \$500 the fifth year and the increment will remain \$500 thereafter, as additional compensation for obtaining a four year degree. In the event a member of the bargaining unit chooses the second option and terminates employment prior to completing five (5) years of service after earning a degree, there will be no reimbursement required to the Town. In the event that the employee does not elect an option in writing, he shall automatically receive \$500 per year in accordance with the first above option.

8. MEDICAL-HOSPITAL BENEFITS

Effective January 1, 1997, the VPSA shall agree to the replacement of the Blue Cross-Blue Shield medical program with a substantially equivalent program administered by Upstate Medical Services, Inc.; therefore the remaining sections of this section shall be amended by deleting all references to "Blue Cross-Blue Shield" and replacing such references with "Upstate Administrative Services, Inc." For the purposes of depressing any dispute as to equivalency, the booklets representing the old Blue Cross-Blue Shield program and the new booklets published by Upstate Administrative

Services, Inc. shall be appended and made part of the Agreement. In addition, the parties agree to form a Health Care Oversight Committee.

For each member of the unit and their dependents, the Town will provide and bear the entire cost for all Upstate Administrative Services, Inc. insurance coverage, including dental coverage, which dental coverage shall be limited to the Upstate Administrative Services, Inc. Plan, plus orthodontics, but not including periodontics and prosthetics (or other comparable insurance). However, any member of the unit who is possessed of a full set of dentures may elect to be excepted from the dental plan and may instead receive reimbursement from the Town for dental services incurred by him/her or members of his/her family in any calendar year up to \$125.00. Said elections shall be made at the time the employee is asked to sign up for the Upstate Administrative Services, Inc. coverage and may be changed only with the consent of the Town and Upstate Administrative Services, Inc..

The parties agree that the applicable deductibles for the current health insurance plan shall be \$250 for individual coverage and \$750 for family coverage; and the parties further agree that there shall be a \$5 co-pay for generic drug cost and a \$10 co-pay for name brand drug costs.

The parties further agree that the Town shall pay \$500 per year, or part thereof, for any unit member who elects not to enroll in the Town's health plan and, furthermore, will permit reinstatement to the Town's plan at the employee's request in accordance with the rules of Upstate Administrative Services, Inc.

To the extent required by law, the Town also agrees to provide a flexible medical spending plan (IRC 125) for any unit member so electing. The current IRC Program shall be increased to the maximum allowable limit.

All members of the bargaining unit who are twenty-five (25) years of age or over shall be entitled to a physical every two (2) years, and payment for said physical shall be reimbursed by the Town in an amount not to exceed \$60.00 upon submission of voucher in form as approved by the Comptroller for the Town.

9. DISABILITY INCOME BENEFITS, SICK LEAVE AND ACCIDENTS

The term disability as used in this paragraph means an employee who is unable to work due to illness or injury for which he is not eligible for Workmen's Compensation insurance benefits. The Town will carry disability insurance with 2/3 pay with a maximum of \$400. per week on each employee for a one-year period, subject to a thirty day waiting period. In addition, the Town will continue the salary or wages in full of the employee during the waiting period under the disability insurance. The Town will advance an amount equal to the disability insurance payment to the employee on any day until the employee begins to receive regular checks from the insurance company on at least a monthly basis. Any amounts so advanced shall be reimbursed by the employee from the disability insurance proceeds.

An employee, when returning to work, shall present a physician's certificate that he/she was ill and unable to work if he/she missed two days or more of work. The Chief of Police, the Supervisor, or the Town Board may require any employee to present such physician's certificate upon returning to work even if the employee was absent from work less than two days if there is a reason to question the legitimacy of said absence. The Chief of Police, the Supervisor or the Town Board may require the employee to submit to an examination by a physician to be chosen by the Town, and at Town expense, to determine whether the employee is physically capable of working.

Any employee who suffers an injury resulting from an accident which occurs during the performance of his/her assigned duties shall receive his/her regular salary from the Town to the extent provided by statute, and Worker's Compensation benefits for the statutory period shall be assigned to the Town and deposited in the account from which the employee's salary or wages are paid.

10. SHIFT SCHEDULING

The Shift Schedule shall be set forth by the Chief of Police.

11. COMPENSATORY TIME POLICY

- A) A member may, but cannot be required to take, compensatory time in lieu of overtime. For each hour of overtime, including, but not limited to, the mandatory three (3) hours overtime for being called in from off-duty, a member shall be permitted one and one-half (1 1/2) hours of compensatory time.
- B) A member electing to take compensatory time in lieu of overtime pay, shall do so by submitting the election to his/her Shift Supervisor on a form authorized by the Chief within twenty-four (24) hours after the overtime is incurred.
- C) Compensatory time shall be recorded by the Shift Supervisor and be readily accessible to each officer.
- D) Compensatory time off must be requested and authorized by the Shift Supervisor in advance of its use.
- E) No more than forty-eight (48) hours of compensatory time may be accumulated at any time.
- F) Compensatory time off will be scheduled on a first come - first serve basis, with any conflicts being resolved by seniority.
- G) A member may use forty-eight (48) hours of compensatory time consecutively if the minimum staffing level is met.
- H) Vacation time will take precedence over compensatory time off in every case.
- I) If vacation time causes another officer to have his/her previously scheduled compensatory time off to be canceled, then the vacation time submitted may not be canceled for any reason.
- J) Accumulated compensatory time may be carried over to the next calendar year, with no more than forty-eight (48) hours being accumulated at any time.

12. HOLIDAYS, VACATION, PERSONAL AND FAMILY LEAVE

A) Holidays:

All members of the unit shall be entitled to the following paid holidays, or to a day off in lieu thereof, if the work schedule requires the member to work a designated holiday.

- | | |
|--------------------------|-------------------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Election Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Friday After Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

Any unscheduled holidays when granted by the Town Supervisor to all other employees of the Town. Work performed on a holiday shall be reimbursed at straight time compensation.

B) Vacations:

All members of the unit shall be entitled to vacation with pay according to the following schedule:

YEARS OF SERVICE (AS OF AUGUST 31ST)	VACATION
Less than 5	2 Weeks (10 Days)
5	3 Weeks (15 Days)
10	4 Weeks (20 Days)
20	5 Weeks (25 Days)

All members of the unit with less than five (5) years service as of August 31st, shall be entitled to two (2) weeks vacation with pay, provided they have three (3) or more consecutive months of service.

All members of the unit may carry over one (1) week's (5 days) vacation from any year to the next calendar year.

Prior to January 1st of each year, each member of the bargaining unit shall submit two (2) blocks of five (5) days proposed vacation for approval by the Chief of Police or his designee. All approval shall be based upon seniority and will be finally committed no later than January 15th. Should a member's request be denied based upon commitment of the days to a senior officer, the member shall be informed of those blocks of five (5) days for which the member may, within two (2) working days of said notice, resubmit a block request and be granted same, with the same force and effect as if the original request had been granted. Should the member fail to resubmit within the two (2) day limit, the member will lose seniority for his two (2) weeks.

It is the intent of this paragraph that each member, regardless of seniority, will know by January 15th of each year at least two (2) weeks of vacation he can plan for without being bumped by a subsequently submitted request for vacation by a senior member.

At their option, bargaining unit members shall waive their two week blocks of vacation by not timely submitting their request for a two week protected vacation.

Vacations submitted for approval from January 1st - March 31st will be approved based on seniority. Vacation submitted after March 31st will be approved based on date of vacation slip and seniority will not apply. Blocks of five (5) days will take priority for vacations scheduled from January 1st to March 31st. The Chief of Police will continue to have the right to approve or disapprove vacations by individual shifts when determining seniority and available manpower.

Once approval is given, the member shall not be required to change his vacation schedule except for an emergency.

C) Personal Leave:

All members of the unit shall be permitted a maximum of four (4) days per year personal leave for death or serious illness in the immediate family, or grievous domestic problems. Grievous domestic problems shall be defined to mean only court appearances relating to domestic problems of a member of the bargaining unit. Immediate family shall

include only the following persons and no others: spouse, mother, father, brother, sister, children, parents-in-law, grandchildren and grandparents. The Chief of Police may at his discretion grant additional leave time and shall approve leave time pursuant to this paragraph and contract.

D) Family Leave

The Town Agrees to adhere to the terms of the Family Leave and Medical Act as amended.

13. RETIREMENT PLAN

- A) All members of the bargaining unit, and the Chief of Police, will be covered by the Retirement Plans described in, and identified as Section 384-d and Section 375-i, of the Retirement and Social Security Law of the State of New York. Such plan will be fully paid for by the Town.
- B) Employees hired prior to June 30, 1973 shall have their benefit based upon their highest year salary in accordance with Section 302 (9) (d) of the Retirement and Social Security Law of the State of New York.
- C) At the full cost to the Town, all past, present and future retirees of the Bargaining Unit, including the Chief of Police, for themselves, their spouse and dependent children under the age of 19 years of age, shall be entitled to the same medical coverage and prescription benefits with the same deductible as other current members of the bargaining unit until age 65, at which time the policy will be converted to Medicare extended coverage. No dental insurance shall be provided. The Town shall provide, at its own cost and expense, insurance for a spouse and dependent children for one (1) year after a member's death unless the spouse has comparable coverage at no expense to the spouse, and after said one (1) year, coverage shall continue to be available with family or individual insurance coverage at the spouse's expense. In the event a retired member of the bargaining unit is subsequently employed by an employer providing health insurance coverage to its employees which has comparable benefits as the Town's policy,

the retired employee shall apply for and obtain such coverage, and the sole obligation of the Town shall be to pay for any contribution to the plan required by the subsequent employer. The retired employee will not be required to make any contribution to such plan. If the Town elects to continue its own coverage for said employee, the retired employee shall not be required to apply for such coverage. The Town shall also reinstate the employee, spouse and dependent children to the Town's policy after receiving reasonable notice that the employee will be terminated from the subsequent employer's coverage so there will be no lapse in coverage, no waiting period and no waiting period for pre-existing conditions

14. GRIEVANCE PROCEDURE

The Grievance Procedure proposed is attached hereto as "Schedule A".

15. REMOVAL AND/OR OTHER DISCIPLINARY ACTION

After original appointment, and for a period of not less than twelve (12) weeks nor more than fifty-two (52) weeks following the effective date thereof, a person appointed to the position of Sergeant, Lieutenant or Captain for the Town of Vestal will serve as a probationer, subject to removal without a hearing, during or at the end of the probationary period, if, in the opinion of the Chief, his conduct, performance of duties, health or physical condition is not satisfactory.

Upon a satisfactory completion of the probationary period a member must successfully complete, within the prescribed time limit, the mandatory Police Supervisor course prescribed by the Municipal Police Training Council before being a permanently appointed Sergeant, Lieutenant or Captain.

Any disciplinary action involving permanently appointed Sergeant, Lieutenant or Captain in this unit shall be processed in accordance with Sections 75 and 76 of the Civil Service Law.

16. LIFE INSURANCE

The premium for term life insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) will be paid by the Town for all members of the bargaining unit. Newly hired employees shall become eligible for such life insurance coverage not later than after six (6) months of Town employment.

Upon retirement all members of the bargaining unit shall be provided a death benefit of \$5,000 to be paid in full by the Town, if, at retirement, the member of the bargaining unit has been employed by the Town for more than ten (10) years.

17. ADDITIONAL BENEFITS

A) The Town shall pay to each officer the sum of \$600.00 for the purchase and maintenance of department authorized uniforms and equipment. Such sum shall be paid in full to each member prior to January 15th of each year. Each member shall provide documentation with receipts of all purchases to the business office on a regular basis as required. Any unused portion shall be reduced in the following year's payment.

B) The Town agrees to allow two (2) delegates from the unit to be sent yearly to the VPSA convention. The time spent at the convention shall not exceed four (4) days, and any time so spent shall not be deducted from personal leave, sick leave or vacation time.

C) The Town agrees to allow any member of the negotiating committee to be allowed to attend a bargaining session. The Police Chief will be required to schedule a member's hours so as not to conflict with the bargaining session except in an emergency.

D) The Town agrees that if any member of the unit is required to lose time from work, up to a maximum of two weeks, as a result of military summer training outside of Broome County, then said time shall not be deducted from vacation time and that the member shall receive his regular salary while attending summer sessions, less any money received from the military authority for said summer military training.

Except as otherwise authorized or approved by the Department Head or his designee, the employee will be entitled to reimbursement for lunch if: (a) the travel is 25 miles or more from the Town; (b) the travel is less than 25 miles from the Town and the employee is requested to attend a school or instructional/training/qualifying session, which meets for three or more consecutive days; or (c) as otherwise permitted in the discretion of the Department Head.

2) **Mileage:** The Federal rate per mile will be paid when an employee furnishes an auto for a trip authorized by the Department Head for his travel, regardless of the distance of the trip.

3) Travel is defined as leaving the borders of the Town of Vestal.

I) **Weapons Qualification:** All members shall have the opportunity to meet the necessary qualifications to fire all weapons (ie, pistols and shotguns) twice a year.

J) **Gymnasium and Exercise:** The Town shall continue providing an appropriate shower facility and a suitable space for the gymnasium and exercise equipment previously purchased for the benefit of the VPSA and its members.

K) **Training:** Each member subject to this agreement shall be provided with a minimum of forty (40) hours per year of training each year, including training and/or recertification on radar and Breathalyzer/Intoxilyzer, and including firearms training and qualification. Unless specified by New York State regulations to require a certified instructor, all training may be conducted by a qualified instructor designated by the Chief of Police. In the event a member is unavailable for training sessions due to vacation, sickness, injury or job related injury, then the police department shall be relieved of providing the full amount of the training provided herein.

L) **VPSA Officers:** The Town agrees that the President of the VPSA or his designee (Vice President or Secretary/Treasurer) shall be granted a leave of absence without loss of pay, not to exceed ten (10) days per year to attend VPSA business on local or state level, which includes meetings and conferences for their organization, or to attend educational conferences in which

their organization participates or which their organization sponsors, or any like functions (excluding annual convention) subject to management approval to maintain manpower status.

M) Counseling: Each member of the bargaining unit shall be entitled to participate in the counseling services offered by Employee Network, Inc., with the Town paying the cost of said counseling, in accordance with the medical plan provided for in Section 8 of this agreement, administered by Upstate Administrative Services, Inc..

18. AMENDMENTS

No additions to, deletions from or other alterations of the terms of this Agreement shall be effective unless and until the same be in writing and subscribed to by the parties hereto.

19. LEGISLATIVE ACTION ON AGREEMENT BETWEEN TOWN AND V.P.S.A.

It is hereby agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 21st day of April, 1998.

TOWN OF VESTAL

BY: Robert J. Nasatka
ROBERT J. NASATKA, SUPERVISOR

VESTAL POLICE SUPERVISORS ASSOCIATION

BY: Dennis P. Kelley
DENNIS P. KELLEY, PRESIDENT

SCHEDULE "A"

1. DEFINITIONS:

As used herein, the following terms shall have the following meanings:

a. "Officer" shall mean any person directly employed and compensated by the Town of Vestal as a police officer who is covered by the Collective Bargaining Agreement between the Town of Vestal and the Vestal Police Supervisor Association (VPSA).

b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Town of Vestal or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensations, retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of a law.

c. "Immediate Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over an employee.

d. "Days" shall mean all days, other than Saturday, Sunday and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the term of this agreement.

2. FIRST STAGE:

Within ten (10) days from the date of the occurrence of the event or action prompting the grievance, or within ten (10) working days after the police officer (s) become aware of or should have become aware of the event or action prompting the grievance, the grieving officer, the VPSA President or his designee shall meet with the Chief of Police or his designee to discuss and attempt to resolve the grievance or dispute. Notice of the grievance shall be in writing and submitted at or before the time of said meeting. The answer of the Chief of Police shall be submitted to the VPSA in writing not more than ten (10) working days after said meeting.

3. SECOND STAGE:

If the grievance or dispute is not resolved at Stage One, it may be submitted by the VPSA President or his designee to the Grievance Board within ten (10) days after the date of the decision in Stage One for determination in accordance with the following procedure:

a. The appeal shall be taken by submitting to the Grievance Board a written statement signed by the employee taking the appeal, addressed to the Supervisor of the Town of Vestal, containing:

1. The name and residence address of the grievant.
2. The name, residence address and other employee or officer involved in the grievance.
3. The name and address of the grievant's representative, if any.
4. A concise statement of the nature of the grievance, the facts relating to it, and the proceedings up to the time of appeal.
5. A request for a review of the decision of the department head.

b. Make-up of the Grievance Board. The Grievance Board shall consist of five (5) members as follows:

Within three (3) days of receipt of the appeal, the Supervisor of the Town of Vestal shall appoint two (2) members of the VPSA and two (2) members of the Town Board, excluding those members involved within the specific grievance. Simultaneously, the Supervisor shall submit a list of five names to the four members of the Employees Grievance Board. Within three (3) days of said submission, the two (2) Town Board members may strike one name from the list and the two (2) VPSA members may strike one (1) name from said list in writing to the Supervisor. The Supervisor shall, within five (5) days of receipt of the names stricken, choose one of the three remaining names to be the fifth member of the Grievance Board and henceforth, the Board shall be considered duly constituted. The Chairman of the Grievance Board shall be a member of the Town Board who shall be appointed by the Supervisor and shall be responsible for scheduling the hearing.

c. The Grievance Board, through its Chairman, may request the Chief of Police to submit a written statement of facts to the Board, together with a copy of any other record or document used by the Chief of Police of his designee in making his decision. Such written statement shall be submitted within five (5) days request by the Grievance Board.

d. The Grievance Board shall hold a hearing within fifteen (15) days after become duly constituted. It shall give at least five (5) days notice of the time and place of such hearing to the officer and his representative, if any, the VPSA President and the Chief of Police or his designee, all of whom shall be entitled to be present at the hearing.

e. The hearing on the appeal shall be held in private or public as requested by the employee claiming a grievance.

f. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Police Chief or his designee prior to the submission to the Grievance

Board, may be introduced at the hearing by anyone entitled to attend and participate in the hearing or upon the request of the Grievance Board or any member thereof.

g. The hearing may be adjourned from time to time by the Grievance Board if, in its judgment, such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the department head shall not be counted in determining the total days of adjournment as herein limited.

h. The Grievance Board shall not be bound by formal rules of evidence.

i. A written summary shall be kept of each hearing held by the Grievance Board, unless either party shall request a full stenographic transcript of the hearing, in which case the Grievance Board shall make arrangements for same and the party requesting such transcript shall be responsible for paying the fees of the stenographer. The parties thereafter (those being the employee and the Town of Vestal) shall divide the cost of transcribing the transcript of the hearing, should the same become necessary.

j. The Grievance Board shall make its report in writing within ten (10) days after the close of the hearing.

k. If the Town of Vestal fails to comply with the foregoing limitations of time, the relief sought by the employee shall be granted; if the VPSA or officer fails to comply with the foregoing limitations of time, the grievance shall be deemed abandoned or settled upon the Town's last answer.

4. THIRD STAGE:

The decision of the Grievance Board may be disputed by either party. The moving party shall have thirty (30) days from the date of receipt of the Grievance Board's decision to serve written notice of its intent to submit the dispute to binding arbitration and such arbitration shall be governed by the rules of the NYS Public Employees Relations Board, and the decision of the arbitrator shall be binding on both parties.