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#### Contract Database Metadata Elements

Title: **Lakewood, Village of and Lakewood Police Benevolent Association (PBA) (2000)**

Employer Name: **Lakewood, Village of**

Union: **Lakewood Police Benevolent Association (PBA)**

Local:

Effective Date: **05/31/00**

Expiration Date: **05/31/02**

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Lakewood, Village Of And Lakewood  
Police Benevolent Assn

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD 1550 VI  
32780  
RECEIVED POL

SEP 05 2000

EXECUTIVE DIRECTOR

## AGREEMENT

THIS AGREEMENT, made and entered into this MAY day of 31, 2000  
by and between:

**VILLAGE OF LAKEWOOD, NEW YORK**

hereinafter referred to as "Village",

**THE LAKEWOOD POLICE BENEVOLENT ASSOCIATION, INC.**

hereinafter referred to as the "Association".

### WITNESSETH:

WHEREAS, the above parties desire to maintain harmonious relations and mutual interest to the public safety, to agree upon wage rates, standards and conditions of employment, with a view to establishing ways and means for collective bargaining and for arbitration of grievances and disputes, in conformance with the Public Employees Fair Employment Act of 1967.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Village and Association, acting through their duly authorized representatives, hereby agree as follows:

### ARTICLE I

The law governing this contract shall be the Public Employees Fair Employment Act, and such provisions of the Civil Service Law and the local laws of the Village of Lakewood which are not inconsistent with the said Act and Civil Service Law.

### ARTICLE II

Section 1: The Village recognizes the Association as the sole and exclusive representative for all police personnel so recognized by the Board of Trustees and again notice in Article III.

Section 2: The Village shall deduct from the wages of policemen and remit to the Association regular membership dues for those employees who signed authorization permitting such payroll deductions.

Section 3: The Association affirms that it does not assert the right to strike against the employer, to assist or participate in such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

SEP 05 2000

COPY

CONCILIATION

MAZ PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED

SEP 6 1 50PM

CONCILIATION

JOSEPH M. JOHNSON

CLERK

**VILLAGE OF LAKEWOOD**

\* ON THE SHORES OF BEAUTIFUL LAKE CHAUTAUQUA  
Incorporated 1893

20 West Summit Street  
Lakewood, New York 14750

Phone 716-763-8557  
FAX 716-763-4468

## ARTICLE III

### COLLECTIVE BARGAINING UNITS

Section 1: The Association shall represent all police personnel recognized by the Board of Trustees with their titles so classified, listed and attached.

Section 2: The Village agrees that, in the event any new Civil Service Classification in the Police Department is established below the title of Assistant Chief, the Village will confer and negotiate classification rates for such new classification with the Association on those positions represented by the said Association and so recognized by the Board of Trustees.

## ARTICLE IV

### MANAGEMENT RIGHTS

The Village reserves the right to unilaterally determine the standard of service to be offered by it: to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules, even if it thereby increases hours; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classification; to take all necessary actions to carry out its mission in emergency; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work; provided that in the exercise of such functions, the Village shall observe the provisions of the Agreement and applicable Federal, State and Local Laws.

## ARTICLE V

### COMPENSATION

Section 1: A compensation schedule attached hereto and made a part hereof, displays the wage schedules to be paid for all classifications represented by the Association as agreed upon by both parties.

Section 2: In any case when an employee of the Police Department is temporarily required to serve regularly in and accept the responsibility for work in a higher class of positions, such employee shall receive the entrance rate of that class or one step above his present rate, whichever is higher, while so assigned. Such temporary assignment to a higher class of position to qualify for the higher rate of pay shall be regular and continuous in character for periods of more than five (5) consecutive work days, in which event the employee shall receive such higher rate from the first day of consecutive temporary assignment.

Section 3: Hours of Work and Overtime. The standard workday shall be eight (8) hours and the standard work period shall be eighty (80) hours in a two week period.

(a) Employees shall be entitled to overtime compensation when they perform in excess of eighty (80) hours in any one (1) work period or eight (8) hours in any work day. Refer to compensation schedule as to limitations.

(1) The work period shall consist of fourteen (14) consecutive days beginning with the opening of business at 00:01 A.M. on the first Wednesday of the pay period and closing on the second Tuesday at 24:00 hours.

(2) The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

(3) For purposes of this section, an employee who is scheduled or elects to change shifts, will not be considered to have worked in excess of eight (8) hours in any one day.

(b) Employees who work overtime are entitled to be paid at the rate of time and one-half (1-1/2) times their hourly equivalent for each overtime hour worked. The minimum time for which to accrue overtime will be paid is thirty (30) minutes. Employees may elect to accrue overtime compensation to a maximum of one hundred twenty (120) hours. The employee may elect to rollover from year to year any remaining accrued compensation time, providing it does not exceed the maximum one hundred twenty (120) hours. The employee may elect to take the time off, with the approval of the Chief of Police or his designate, or the employee may request in writing to be paid for the accrued compensation time.

(c) All overtime must be verified and approved by the Chief of Police or Sergeant. Full time officers will be offered, on a rotation basis, open shifts that cannot be filled with part-time officers.

(d) When an officer makes a request in writing for time off, the officer will automatically receive the said request, if the Chief of Police or his designate has not approved or disapproved said request in writing within seventy-two (72) hours.

THIS SECTION SHALL NOT APPLY IF THE REQUEST FOR TIME OFF IS MORE THAN THIRTY (30) DAYS FROM THE TIME OF THE REQUEST.

Section 4: In Service Training. It is recognized that training of all employees is of benefit to the Village as well as the individual so trained, to this end, each employee covered by this Agreement may be expected to participate in Department Meetings or in Scheduled Training sessions during their off-duty hours, each employee so participating shall be entitled to be paid at the rate of time and one half (1-1/2) times their hourly rate of pay for each overtime hour worked. The Chief of Police shall exercise sole control over the extent of the training and employees participating.

Section 5: The date of hire for Village Patrolmen will be the date that the member is appointed a Village patrolman from the eligibility list as established by the Department of Personnel and Civil Service of Chautauqua County.

The provisions of this section will take effect as of June 1, 1976, and will apply only to new employees. Rules governing the date of hire of present employees will be those now in effect as covered by the Contract between the Village of Lakewood and the Lakewood Police Benevolent Association dated October 24, 1972.

Section 6: Increase in Salary. Increases in salary will be effected at the start of the pay period commencing or following the anniversary date of hire.

Section 7: Starting Rate for New Employees. New employees will be paid the starting rate for the position to which assigned. The Village reserves the right to place an employee on a higher step if his training and experience so justifies.

Section 8: Clothing/Boot Allowance. Articles of clothing which are required by departmental regulations to be worn shall be provided and maintained by the Employer. All employees regularly assigned as part of their normal shift full time schedule to plain clothed duties shall receive an annual clothing allowance of Four Hundred Fifty Dollars (\$450.00). The Village will provide the following: Five shirts per week to be laundered and dry cleaning one (1) suit every other week. Clothing allowance as hereinbefore provided will be computed on a semi-annual basis. To be eligible for semi-annual payments, an employee must have worked on a regular full time shift basis a substantial number (more than 25%) of scheduled work days in the period preceding each payment. Clothing allowance as hereinbefore provided shall be payable in two (2) equal installments on the first Friday in December and on the first Friday in May of each year.

The Village will pay one hundred fifty dollars (\$150.00) every two (2) years for new boots.

Section 9: Call back time. An employee who has left the premises and is called back to work after completing his regular tour of duty, or an employee who is called in on his day off, or an employee who is called in while on vacation, shall be assured a minimum of two (2) hours pay at time and one-half (1-1/2) his normal hourly rate.

Section 10: Court or Hearing Allowance: For all appearances in Justice Court, Local Family Court, County Court, Supreme Court, or Department of Motor Vehicle Hearings that an employee is compelled to attend, a minimum of three (3) hours at time and one-half (1-1/2) will be allowed, and such other time as is required, except if such appearance is scheduled within one (1) hour of the employee's regular assigned shift, then such three (3) hours minimum shall not apply. In addition, if the employee is notified by a supervisory officer or by a notice posted at the POLICE DEPARTMENT at least twenty-four (24) hours prior to the officers scheduled appearance that the OFFICER appearance is not required, then the OFFICER will not be entitled to the COURT OR HEARING ALLOWANCE. IF THE OFFICER RECEIVES LESS THAN THE REQUIRED TWENTY FOUR (24) HOUR NOTICE, THEN THE OFFICER WILL BE ENTITLED TO THE THREE (3) HOUR MINIMUM AT TIME AND ONE-HALF (1 1/2) OF THE OFFICER'S REGULAR HOURLY RATE OF PAY. The Chief of Police shall be furnished a copy of the subpoena or other official notice mandating such appearance.

Employees shall also receive compensation at the rate of Twenty-Nine cents (\$.29) per mile for any appearance out of the Town of Busti, computed from the Village Hall of the Village of Lakewood. Any fees paid by other than the Village for said appearance shall be deducted from such compensation. Such mileage compensation shall be authorized solely by the Chief of Police.

Section 11: Effective June 1, 1999, any police officer who works any hours between 10:00 PM to 6:00 AM shift shall receive a shift premium pay of seventy five (\$.75) cents per hour. The shift premium pay shall not be used in determining rate of pay for paid leave for employees assigned to qualifying shifts.

## ARTICLE VI

Section 1: The following legal holidays in New York State are observed by all departments in the Village of Lakewood:

New Years Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	
Veterans' Day	Roving Holidays (3)

All employees of the Police Department shall be given compensatory time off for the above holidays.

Section 2: Employees shall receive compensation time for holidays that fall on a regularly scheduled shift except that employees may elect to be paid straight time for such holidays. The Chief of Police must be notified of such decision within ninety (90) days following the holiday.

Section 3: If an employee elects to receive compensatory time off, such time must be used within a period of ninety (90) days following the holiday.

## ARTICLE VII

### VACATION

Section 1: Employees of the Police Department shall be allowed such vacation leave as established by the Personnel Rules of the Village of Lakewood:

1 Year of completed service to 5 years completed service	80 hours
Over 5 years of completed service to 10 years completed service	120 hours
Over 10 years of completed service	160 hours

Years of service shall be determined from date of hire. Vacation credits may not be accumulated. Any vacation not taken prior to the expiration date as determined by the date of hire is forfeited. All vacations shall be taken by the employees at a time convenient to and with the approval of the Department Head.

Section 2: A tentative vacation list shall be prepared by the Chief of Police at the beginning of the fiscal year (June 1). All vacation leaves shall be scheduled with particular regard to the seniority of the members, in accordance with operating requirements.



## ARTICLE VIII

### LEAVES OF ABSENCE

Section 1: All members shall be entitled to sick leave with pay after satisfactory completion of the probationary period. Rules governing sick leave may be found in the Personnel Rules Booklet as published by the Village of Lakewood and are as follows:

Sick leave may be earned by a full time employee in the Village of Lakewood service at the rate of one day of leave for each calendar month of service. Sick leave may be accumulated up to a maximum of 200 days. Upon retirement, sick leave will resort back to the 150 days maximum sick leave. Upon retirement, the retiree and dependents, if covered, shall have hospitalization and major medical insurance paid by the Village at the rate of one (1) month for each two (2) days of accrued sick leave between 75 and 150 days or receive the equivalent in cash over a three (3) year period.

Absence with full pay may be granted to an employee under this provision for the following purposes:

(a) Absence by reason of illness, injury, any physical or mental incapacity, or by reason of quarantine resulting from an order of medical authority. To limit of accumulated sick leave credit.

(b) Attendance upon a member of employee's family by reason of illness or incapacity of such person. The following are deemed to be members of the immediate family; Spouse, parents (including step-parents), children (including step-children, brothers, sisters, mother-in-law, father-in-law, when living in the same household. Four days per year.

(c) Death in the employee's immediate family or in the immediate family of the employee's spouse. The following are deemed to be members of the immediate family; spouse, parents, (including step-parents), children (including step-children), brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, mothers-in-law, and fathers-in-law. Four days for each occurrence, not to be charged against sick leave.

The appointing authority and the Village Clerk shall require evidence satisfactory to them that the conditions under which an employee request leave pursuant to this section actually existed and that such conditions require the absence of an employee.

Leave by reason of the causes outlined in subdivision (a) above may be extended by action of the Board of Trustees for a period equal to the amount of accumulated sick leave on the date of the beginning of an employee's illness. Such leave shall be at a 50% of current pay. No additional sick leave or vacation credit will accrue during this period. Hospitalization and increment time will continue. This paragraph shall be effective only when an application for leave is accompanied by certificates from two (2) medical doctors certifying that in their opinion the employee has a reasonable prognosis of recovery.

Leave by reason of the causes outlined in subdivision (b) above may be allowed in excess of the allowances set forth in this rule with the prior

approval of the Department Head and the Village Board. Such leave may not be extended beyond an additional four days.

If an employee finds it necessary to absent himself from work by reason of any cause outlined above, he shall notify his immediate supervisor of his absence and the reason, therefore, one hour prior to the time he is expected to report for work or as soon as possible thereafter.

A doctor's certificate must be furnished in all cases when more than five consecutive days of sick leave are used and may be required for a lesser period of time.

An employee who is injured on the job is entitled to compensation benefits as provided under the New York State Law. He may, however, accept the medical care provided by the compensation and elect to receive full pay for such time as he has sick leave credits. In the event that an employee elects a sick leave rather than compensation benefits, the Village will request reimbursement for the amount so paid as provided by the Workmen's Compensation Law. Sick leave credits, equal to the money (computed to the nearest half day) of the above credits which is paid to the Village, shall be restored to the employee's credit.

Section 2: Leaves of absence without pay are governed by the Civil Service Rules. The Board of Trustees upon the recommendation of the Mayor or Chief of Police, may grant leaves of absence with or without pay for the purpose of attending extended courses of training at a recognized university or college and for other such purposes that are deemed beneficial to the Village service.

Section 3: Each employee shall be entitled to two (2) days per year for personal leave. These days may be used for personal business requiring the presence of the individual or personal family business that requires the presence of the individual.

Personal leave days may not be accumulated.

The employee will be expected to give notice to his Department Head at least two (2) days in advance when requesting personal leave, unless exceptional circumstances occur.

The employee will not be required to give reasons for personal leave, unless such leave is requested without advance notice.

Section 4: The Police Department shall be included in any sick bank program provided by the Village of Lakewood to any of the other Village employees.

## **ARTICLE IX**

### **RETIREMENT BENEFITS**

The Village will continue to provide for the benefit of all policemen, the presently existing retirement plans under Section 384 and Section 375-I of the New York State Retirement and Social Security Law. Effective June 1, 1987, the Village will make available to the policemen the Section 384 (d) Retirement Plan of the New York State Retirement and Social Security Law.

## ARTICLE X

### INSURANCE

Section 1: Each full time employee (over 30 hours per week) after one (1) month of service will be provided a comprehensive major medical health plan, co-pay prescription plan, for himself and for his entire family fully paid by the Village of Lakewood. It is agreed that any improvements in the insurance benefits which affect other Village employees will also apply to the Association and the terms of this agreement.

Section 2: Effective June 1, 1989, employees who retire will be eligible for the continued participation in the same health, prescription, dental and pharmaceutical plan of the Village as provided for active employees, provided that such retirees continue to pay to the Village an amount of money equal to amounts paid toward health, prescriptive, dental and optometric insurance premiums as the Village pays for active employees to participate in said health, prescriptive, dental and optometric insurance plans.

Upon the death of an eligible retired employee, the spouse of such employee may continue to participate in the aforementioned insurance plans provided said spouse continues to pay the portion of premiums required to be paid by the Village for an active employee.

This coverage shall continue until such time as said spouse shall remarry or die, whichever event sooner occur. Should said retiree or his spouse become eligible for equivalent health, prescriptive, dental or optometric insurance coverage or become eligible for insurance coverage through Medicaid, Medicare or Veteran's Administration, then and in that event said insurance plans provided by the Village shall constitute secondary coverage.

In the event such other equivalent health, prescriptive, dental or optometric insurance coverage or insurance coverage through Medicaid, Medicare or Veteran's Administration shall be involuntarily discontinued, an eligible retiree or his eligible spouse may upon request be restored to the benefits herein provided.

An employee eligible for reinstatement to the Village's health, prescriptive, dental and optometric plans as above stated shall be reinstated to such plans by the Village on the first day of the month following notification that the retiree wishes to have his or her participation reinstated.

For purposes of this provision, a retired employee shall be defined as one qualified to retire and receive retirement benefits in accordance with provisions of the New York State Employees Retirement System.

The terms, conditions and covenants contained in this Paragraph shall survive the expiration of the labor agreement of which this Paragraph is a part and shall also survive all future labor agreements which may be negotiated by and between the parties hereto or their successors or assigns and shall continue in full force and effect and continue to have application to all employees of the Lakewood-Busti Police Department who are covered by the terms, conditions and covenants of this Agreement as employees of the Lakewood-Busti Police Department who were employees of the Lakewood-Busti Police Department as of June 1, 1989, and to employees who are hired by the Lakewood-Busti Police department and who

are covered by the terms, conditions and covenants of the collective bargaining Agreement of which this Paragraph is a part during all or part of the term of this Agreement unless or until the Village of Lakewood no longer directly or indirectly offers employee health and/or prescriptive, dental or optometric benefits by virtue of the implementation of a mandated state or federal health insurance plan that affords substantially the same health insurance coverage to all citizens of the State of New York or of the United State of America.

In the event an employee's insurance is terminated due to death of the employee, the employee's surviving spouse may continue to carry dependent medical, prescriptive, dental, or optometric insurance through the Village of Lakewood group plan by paying the full cost of the premium directly to the Village of Lakewood in advance of the premium due date. Should the death on an employee occur in the line of duty, the Village of Lakewood shall pay the full cost of such dependent insurance coverage. Such coverage shall be terminated either by marriage or eligibility for coverage through another group plan.

Section 3: Each full time employee will be provided a DENTAL and VISION plan for himself and for his entire family. The employee will be reimbursed a maximum of four hundred and fifty dollars (\$450.00) per year. The employee must pay the bill and deliver the paid bill to the village clerk or treasurer, which will then be processed through the Village Board for final payment.

## **ARTICLE XI**

### **LONGEVITY**

Section 1: Longevity increments shall be granted to all full time Village employees as follows: After ten (10) years of continuous service the employee shall receive \$25.00 for each year of service with the Village. After fifteen (15) years of continuous service, the employee shall receive \$35.00 for each year of service with the Village. After twenty years (20) years of continuous service, the employee shall receive \$40.00 for each year of service with the Village.

Section 2: All employees becoming eligible for longevity increments after October 31 of each year shall be paid in a lump sum on the first pay day of December after the employee has completed the necessary number of years of service.

## **ARTICLE XII**

### **SENIORITY**

In the event of a lay-off due to a cut back in personnel, appointment dates shall be the means of determining the person to be laid off, except for employee Gordon Carlson's appointment date, which for seniority purposes only, shall be the appointment date with the Busti Police Department. Lay-offs shall commence with the latest appointment first and proceed down the list. Rules governing preference to U.S. Veterans will be take into consideration.

If a full-time police officer is to be laid-off, the officer will have the option to accept the lay-off or replace one of the existing part-time positions.

## ARTICLE XIII

### RECIPROCAL RIGHTS

Section 1: Employees who are designated or elected for purposes of adjusting grievances or assisting in the administration of this Agreement, will be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Village and the policemen and the uninterrupted operation of government. Reasonable time off to be used for administering the affairs of the Association, not to exceed one-half day per month, shall be granted upon notice to the head of the Department or his representatives, subject to his approval, considering the operational requirements of the Department.

Section 2: One employee who is designated to represent the police officers, shall have the right to attend up to two state-wide conventions and meetings of the Police Conference to which he belongs, not to exceed in the aggregate five (5) days without loss of time or pay, provided at least one (1) week's notice is given to the head of the Department.

Section 3: Any police action taken by an employee of the Lakewood-Busti Police Department on his time off in connection with a serious misdemeanor or felony action as described in the Criminal Procedure Law, which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all the rights and benefits concerning such action as if he were on duty, subject to approval and review by the Chief of Police. An employee taking police action while off duty in connection with a felony or misdemeanor committed in his presence, or other offense subject to the approval of the Chief of Police, will be considered to have been re-called to duty and be entitled to all of the benefits of this Agreement. Any such police action taken by an employee shall be taken only by said employee in his capacity as an off duty patrolman and not in any other capacity giving due regard to the Department's jurisdiction.

## ARTICLE XV

### DISPUTES

Section 1: Any disputes arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder shall be processed by the following procedure.

#### GRIEVANCE PROCEDURE:

Step 1: Any employee believing that he may have a grievance may present such grievance, first orally, then in writing to his immediate supervisor, and attempt to adjust the matter. If the matter is not satisfactorily adjusted in this manner, the employee may request that the President of the Lakewood Police Benevolent Association, Inc., or his representative, meet with the immediate supervisor for the purpose of attempting to adjust the grievance.

Step 2: In the event such dispute is not resolved satisfactorily as stated above within three (3) days, then the Lakewood Police Benevolent Association, Inc., shall present in writing the same to the head of the Department or his designee for settlement.

Step 3: In the event such dispute is not then resolved satisfactorily within ten (10) days, the matter then may be referred by either party to the Mayor or his designated representative.

Step 4: In the event such dispute is not disposed of within fifteen (15) days, it may be referred by either party to an impartial arbitrator.

#### **ARBITRATION:**

The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from the Public Employees Relations Board to resolve the grievance. All costs involved in the arbitration of the grievance shall be borne equally between the parties and decision rendered shall be final and binding on the parties and affected employees. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement.

(a) The time limits of the procedure may be extended by mutual agreement in writing.

(b) For the purpose of definition, days shall not include Saturday, Sunday or holidays.

(c) In case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head by the Lakewood Police Benevolent Association, Inc.

(d) Neither the Department Head nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

(e) Any step of the grievance procedure may be by-passed by mutual agreement in writing.

#### **ARTICLE XVI**

The Village agrees to indemnify and hold the policeman or policemen harmless from any liability which may result to a policeman or policemen by virtue of his, her or their good faith performance (which does not include acts which are described as reckless, willful, wanton, malicious or acts of gross negligence) of duties as a police officer for the Lakewood-Busti Police Department.

#### **ARTICLE XVII**

##### **SICK BANK**

A sick bank is hereby established for employees of the Police Department, the purpose of which is to enable employees of the Police Department to share their sick leave days with other employees of the Police Department who have run out of sick leave days of their own, due to serious injury or illness. The Village hereby agrees to fund said sick bank with two hundred (200) hours of time and each employee of the Police Department shall fund said sick bank with three (3) days of sick time per employee.

In the event the Village shall thereafter establish a sick bank for all employees of the Village, then, in such event, the sick bank established herein for employees of the Police Department shall merge and become a part of the sick bank established for all Village employees, and the employees of the Police Department shall thereafter participate therein.

### ARTICLE XVIII

The Village of Lakewood may by local law, allow their employees to reside in the Town of Busti.

If the Village of Lakewood or the Town of Busti cancel the Police Contract, the POLICE OFFICERS residing outside the Village of Lakewood agree that they will report for work at the Lakewood Police Station and the Village of Lakewood will not be required to transport the POLICE OFFICERS TO THE Police Station. This section DOES NOT apply to POLICE OFFICERS residing outside the Village of Lakewood prior to the new local residency law.

### ARTICLE XIX

#### TERM OF AGREEMENT

Section 1: The terms, conditions, and covenants of this Agreement, including but not limited to the pay scale herein shall take effect on June 1, 2000. This agreement shall expire on May 31, 2002. This agreement will automatically be renewed from year to year, unless either party shall notify the other in writing no later than November 1, 2001, of the party's intention to change, alter, or terminate this Agreement. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than February 1, 2002, thereafter.

Section 2: The provisions of this Contract shall supersede provisions heretofore made and provided which are specifically covered herein. Items not specifically covered herein shall continue in force and effect during the terms of this Contract.

Section 3: If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

### ARTICLE XX

Section 1: Effective June 1, 2000, The Village of Lakewood will provide payroll direct deposit for the members of the police department. Each employee must inform the village treasurer in writing which financial institution they would like their paycheck directed to.

Section 2: The Village of Lakewood will install cellular telephones in the marked police vehicles.

Section 3: All "Off Duty" security details will be offered to all members of the Lakewood Police Department.

Section 4: Physical Training  
The Village of Lakewood will provide a suitable room to house the physical training equipment owned by the Lakewood P. B. A.

Section 5: The Village of Lakewood will continue to investigate a deferred compensation plan for the police department.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first above written.

VILLAGE OF LAKEWOOD, NEW YORK

By: Anthony C. Caprino  
ANTHONY C. CAPRINO, Mayor

LAKEWOOD POLICE BENEVOLENT  
ASSOCIATION, INC.

5-31-00

By: C. Smith  
PRESIDENT



## COMPENSATION SCHEDULE

June 1, 2000 through May 31, 2001

### PROBATION PERIOD

1 thru 12 months \$ 32,853

### STEP I

After 1 year \$ 33,542

### STEP II

After 2 years \$ 36,400

### STEP III

After 3 years \$ 38,318

### STEP IV

After 4 years \$ 40,336

June 1, 2001 through May 31, 2002

### PROBATION PERIOD

1 thru 12 months \$ 34,167

### STEP I

After 1 year \$ 34,884

### STEP II

After 2 years \$ 37,856

### STEP III

After 3 years \$ 39,851

### STEP IV

After 4 years \$ 41,949

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		2001	2002
OFFICER GORDON L. CARLSON	Step IV	\$ 40,336	\$ 41,949
OFFICER C. SCOTT TERRY	Step IV	\$ 40,336	\$ 41,949
OFFICER CARL A. CAPRINO	Step IV	\$ 40,336	\$ 41,949
OFFICER STEPHEN P. FARDINK	Step IV	\$ 40,336	\$ 41,949
OFFICER RANDY J. JOHNSON	Step IV	\$ 40,336	\$ 41,949
OFFICER PAUL A. GUSTAFSON	Step IV	\$ 40,336	\$ 41,949

VILLAGE OF LAKEWOOD

By: Anthony C. Caprino, Mayor

LAKEWOOD POLICE BENEVOLENT ASSOCIATION

By: Carl A. Caprino #20 Will J. H. [Signature]  
Scott Terry [Signature] Kyle