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#### Contract Database Metadata Elements

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Union: **East Aurora Fire Control Unit (EAFCU)**

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Dis/7561

**AGREEMENT BETWEEN THE**  
**VILLAGE OF EAST AURORA**  
**AND**  
**EAST AURORA FIRE CONTROL UNIT**

**COVERING PERIOD**  
**JUNE 1, 2005 THROUGH MAY 31, 2008**

**RECEIVED**

JUN 01 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **AGREEMENT**

**THIS AGREEMENT** made and entered into this 15<sup>th</sup> day of November, 2005 by and between the VILLAGE OF EAST AURORA, a municipal corporation with its principal office and place of business at 571 Main Street in the Village of East Aurora, County of Erie and State of New York (hereinafter referred to as the Village) and the EAST AURORA FIRE CONTROL UNIT (hereinafter referred to as the EAFCU): the parties hereto recognizing the mutual responsibility for promoting and maintaining harmonious and cooperative relationships between the Village of East Aurora government and the employees of the said government and for protecting the public interest in orderly and uninterrupted government operations.

### **ARTICLE I. RECOGNITION**

**Section 1.** The Village recognizes the EAFCU as the exclusive negotiating representative of all full-time East Aurora Dispatch and Communications Division, herein referred to as “Public Safety Dispatchers,” of the Village of East Aurora. The term “Public Safety Dispatcher” is defined to include, but not be limited to, fire dispatchers, police dispatchers and call takers employed full-time on a provisional or permanent basis by the Village of East Aurora and under the direction of the Chief of Police whose primary responsibilities and duties involve dispatching emergency personnel and equipment and associated record keeping within the Village’s dispatch operation. During the term of this agreement the Village will not negotiate with any organization or individual on behalf of the full-time Public Safety Dispatcher Employees other than the EAFCU.

**Section 2.** The EAFCU having been recognized as the exclusive representative of the full-time Public Safety Dispatcher Employees shall be entitled to have deductions made from the wage or salary of full-time Public Safety Dispatcher employees in the amount levied by the EAFCU. The Village shall make such deductions and transmit the sum so deducted to the appointed treasurer of the EAFCU.

**ARTICLE II. DUTIES OF “PUBLIC SAFETY DISPATCH EMPLOYEES”**

**Section 1.** All full-time Public Safety Dispatch Employees shall perform the duties of their position and such duties as shall be assigned to them by the Chief of the East Aurora Police Department.

**ARTICLE III. RIGHTS OF MANAGEMENT**

**Section 1.** The Village has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement or best interests. Such management prerogatives shall include but not be limited to the following rights:

- a) To select, hire, promote, transfer, assign, discharge, discipline or lay off employees or discontinue their positions, except that an employee who has completed three (3) months’ service shall be discharged or otherwise be disciplined only for just cause and any such employee who is not entitled to a hearing under Section 75 of the Civil Service Law shall have the right to grieve such a discharge or disciplinary action under the Village Grievance Procedure. Failure to present such a grievance as provided therein shall result in a waiver of all rights involved.
- b) To maintain discipline and efficiency of employees.
- c) To determine schedules of work including overtime.
- d) To contract for performance of any of its services and increase or decrease the scope thereof.
- e) To install or remove equipment.
- f) To establish and maintain reasonable operating rules and regulations.

**Section 2.** It is agreed that no conduct or action of the Village hereunder shall be inconsistent with any provision of this Agreement or the Civil Service Laws and Rules issued there under.

**Section 3.** New full-time Public Safety Dispatch Employees shall remain probationary, and shall not become regular full-time Public Safety Dispatch Employees until after completion of the established probationary period of 60 working days, and the approval of the appointing officer. The employment of probationary full-time dispatch employees may be terminated at any time at the sole discretion of the appointing officer, without cause for any reason whatsoever and such termination shall not be subject to the grievance procedure. Upon satisfactory completion of the 60 working-day probationary period, the full-time public safety dispatcher employee shall acquire seniority status from the date of last hire.

**Section 4.** Eligibility for benefits contained within this agreement shall begin the first (1<sup>st</sup>) of the month following the successful completion of their probationary period and full-time appointment to seniority status. Leave time as provided in Article IV of this contract will be accrued, retroactive to date of provisional hire.

#### **ARTICLE IV. HOLIDAYS, VACATION, SICK AND TRAINING LEAVE**

**Section 1. Holidays:** All regular full-time public safety dispatch employees shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Employee's Birthday and one (1) floating holiday. If an employee is required to work on one of the aforementioned holidays, another day, within the current fiscal year, which is acceptable to the Chief of Police, may be taken in lieu of the holiday. No more than five (5) days of accumulated holidays may be taken by an employee at one time and then at the discretion of the Chief of Police.

**Section 1a.** On the last regular payroll day in May, full-time public safety dispatch employees shall be paid a lump sum for holidays accumulated but not taken in that fiscal year at the salary rate in effect during that year. Those accumulated days shall not exceed ten (10) days. If a full-time public safety dispatch employee's service with the Village is terminated, he/she will receive a lump sum payment equal to the holidays which he/she is entitled to per this section from June 1 through the last day of employment if not taken. This lump sum payment will be made when the final salary payment is made at the rate in effect during that year.

**Section 2. Vacation:** Each full-time public safety dispatch employee shall be entitled to two (2) weeks vacation in each fiscal year (June 1<sup>st</sup> to May 31<sup>st</sup>) after having been employed by the Village for at least one full year. After four (4) years of consecutive employment, one (1) additional day will be allowed for each year of service up to a maximum of twenty (20) days of vacation in total for fiscal year. After twenty (20) years of consecutive employment, one (1) additional day will be allowed for each year of service up to a maximum of thirty (30) days of vacation in total for the fiscal year. Vacations shall be scheduled by the Chief of Police in accordance with seniority. Vacation time must be used during the fiscal year, except that with the written permission of the Chief of Police, a maximum of ten (10) days vacation can be carried over to the following fiscal year. Each full-time public safety dispatch employee at the time of retirement, termination or discharge, shall be paid the monetary value of any unused vacation. In the event of death, the value of such vacation shall be paid to the employee's estate.

**Section 3. Personal Days:** Each full-time public safety dispatch employee may be granted five (5) paid personal days per fiscal year provided he/she gives at least forty-eight (48) hours notice to the Chief of Police, except in the case of an emergency.

**Section 4. Sick Leave:** Sick leave may be accumulated at the rate of seventeen (17) days per year, but not to exceed a maximum of two hundred (200) days. It is understood that accumulated sick leave days are not to be considered as days of service for the purpose of computation of retirement eligibility or compensation except as provided by Article 7, Section 1. After a full-time employee uses up accumulated sick leave, he/she shall be entitled to an additional sixty (60) days of sick leave at half-pay, which is not cumulative. If any full-time employee finds it necessary to remain at home because of sickness, he/she or some responsible member of his/her immediate family shall so notify the Chief of Police or his designee of such impending absence and the expected duration of such sickness. The Chief of Police shall be required to maintain a record of all absences and shall have the responsibility of determining whether or not such lost time shall be paid for. Any full-time employee injured or incurring an illness while in the employ of the Village, and on compensated sick leave under this provision, shall not engage in non-Village employment, contracted work or self employment during such period of benefit. Any full-time employee may use up to four (4) sick leave days per year as family sickness leave pursuant hereto. A full-time dispatcher must provide a certificate from a duly licensed physician before the dispatcher returns to work for absences of three (3) consecutive days or more, or for any days lost because of illness once the dispatcher has utilized a cumulative total of eight (8) sick days, exclusive of family sick time, in the Village's fiscal year. Any full-time dispatcher may not utilize a sick or personal day on any day immediately preceding or following scheduled holiday or vacation day without a certificate from a duly licensed physician.

**Section 5. Bereavement Leave:** In case of death in the immediate family, a full-time public safety dispatch employee is entitled to four (4) working days off with pay. Any additional time taken off for this reason will be deducted from his vacation time or regular pay if no vacation days are left. Immediate family is: wife, husband, child, mother, mother-in-law, father, father-in-law, brother, sister, grandparent or other relative, provided such other relative lives in the same household. Also, any such full-time employee shall be entitled to one (1) day off with pay in the event of the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, aunt or uncle.

**Section 6. Training:** Full-time public safety dispatchers shall be allowed to attend job related training, subject to scheduling and approval of the Chief of Police.

**Section 7. Compensatory Time:** In lieu of overtime compensation, full-time employees may elect to receive compensatory time (as defined in the Fair Labor Standards Act) for overtime hours worked. Employees may accumulate compensatory time to a maximum of forty (40) hours. Compensatory time off may be taken at the employee's request within a reasonable period after making the request so long as the use of compensatory time does not unduly disrupt the dispatch operations of the Police

Department as determined by the Chief of Police. In making his/her determination, the Chief of Police will consider such factors as minimal staffing levels, anticipated peak workloads, emergency circumstances, the availability of substitute staff, and other relevant factors that may exist. Personal leave, holiday leave nor vacation will not be substituted in the event a compensatory time request is denied.

Denial of compensation time request by the Chief of Police shall not be grievable. All unused compensation time accumulated at the end of the Village's fiscal year shall be paid to the member at the overtime rate of pay then existing.

## **ARTICLE V. HEALTH INSURANCE**

**Section 1a. Health Insurance:** The Village agrees to provide and pay the full cost of health insurance for full-time employees as described:

Community Blue Option II  
Independent Health Silver II Plan  
Univera Plan Preferred

Riders for all three plans shall include a prescription drug, dependent/student ages (age limit as applicable to plan), prosthetics and appliances.

**Section 1b. Dental Insurance Plan** – The Village agrees to provide and pay the full cost of the Guardian Dental Preferred Provider Plan for all full-time employees covered by this Agreement.

**Section 1c. Vision Care Insurance** - The Village agrees to provide and pay the full premium cost of vision care insurance, entitled Vision Service Plan, Modified Plan A for all full-time employees covered by this agreement.

**Section 1d.** Full-time Public Safety Dispatch employees hired on or after June 1, 2005, will pay twenty-five percent (25%) of the cost of the monthly premiums through bi-weekly payroll deductions.

**Section 2. Disability:** The Village agrees to provide “disability benefits” insurance for full-time public safety dispatch employees covered by this Agreement in accordance with the provisions of Article 9 of the New York State Worker’s Compensation Law providing benefits to such employees eligible therefore by reason of disability resulting from injury or sickness not arising out of and in the course of employment by the Village, provided the said full-time dispatch employees covered by this Agreement contribute the employee’s share of the cost of such disability benefits insurance in accordance with the provisions of Article 9 of the Worker’s Compensation Law; and the EAFCU agrees that the full-time employees covered by this Agreement will so contribute to the cost of providing such disability benefits insurance during the term of this Agreement.



**Section 3. Health Care Waiver:** At the time of hire or during the annual enrollment period, a full-time public safety dispatcher who is eligible for coverage, at his/her option, may waive health insurance coverage and receive fifty percent (50%) of the value of the least expensive plan offered. Cash payments (taxable) will be made bi-weekly through payroll (listed as "Health Waiver" on stub) during each year that the employee waives coverage. The employee (and his/her eligible dependents) must have other health insurance to be able to select this option. The employee can only change his/her election during the open enrollment period, during the month of October of each year.

## **ARTICLE VI. LIFE INSURANCE**

**Section 1.** All regular full-time dispatch employees shall be entitled to receive from the Village Group Life Insurance Plan, life insurance coverage in the amount of Twenty Thousand (\$20,000.00) Dollars duly paid for by the Village.

## **ARTICLE VII. RETIREMENT**

**Section 1. Retirement System:** The Village agrees to continue its membership in the New York State Retirement Systems and provide all eligible employees covered by this agreement with the option of membership in the New York State and Local Employees' (ERS) Retirement System. The Career Plan (Section 75-g) and New Career Plan (Sections 75-h and 75-I) will be provided at the Village's cost to eligible employees along with coverage under Section 41-j that provides the application of unused sick leave (up to a maximum of one hundred and sixty-five (165) days) as additional service credit. The New York State Retirement System will determine an employee's membership in a particular retirement system tier and the Village and employee will abide by the rules and regulations governing the employee's membership in a particular tier.

**Section 2. Health Coverage:** The Village agrees to provide and pay the full cost of medical and health coverage for all full-time dispatch employees covered by this Agreement who retire from Village employment at fifty-five (55) years of age or over, as members of the same medical and health insurance plan provided for active Village employees, until such retired full-time dispatch employee reaches sixty-five (65) years of age. The Village also agrees to provide and pay the full cost of medical and health coverage for all full-time dispatch employees covered by this agreement that retire under the disability provisions of the New York State Retirement System after twenty (20) years of service. Such medical and health coverage shall continue until retired full-time

dispatcher reaches sixty-five (65) years of age or for a period of ten (10) years, whichever comes first. Such medical and health coverage for such retired dispatcher shall be the same coverage as that provided for active Village employees during the period of such retired full-time dispatcher's retirement.

**Section 2a.** Full-time employees hired on or after June 1, 2005, who retire after twenty (20) years of continuous village service at age fifty-five (55) may continue to maintain coverage under plans available to members, and will pay the equivalent of twenty-five percent (25%) of one (1) months premium one (1) month in advance of premium due date to the Village until age sixty-five (65).

**Section 3. Life Insurance:** The Village agrees that a full-time dispatch employee covered by this Agreement who retires from Village employment at fifty-five (55) years of age or over shall continue to be covered under the Village Group Life Insurance Plan for life insurance coverage in the amount of Seven Thousand (\$7,000.00) Dollars, fully paid for by the Village for the rest of such retired full-time dispatch employee's natural life. The Village also agrees to provide and pay the full cost of life insurance coverage in the amount of \$7,000 for all full-time dispatch employees covered by this agreement who retire under the disability provisions of the New York State Retirement System after twenty (20) years of service for the rest of such retired full-time employee's natural life. Upon retirement of employees hired on or after June 1, 2005, life insurance coverage will cease to be paid by the Village but continuation of coverage may be elected by the individual.

**Section 4. Deferred Compensation:** Full-time members of the East Aurora Fire Control Unit shall be permitted, at their option, to convert up to ten (10) sick leave days per year into an authorized deferred compensation program according to the following schedule:

0 sick days used	up to 10 days deferred
1 or 2 sick days used	up to 7 days deferred
3 sick days used	up to 5 days deferred
4 or more sick days used	up to 4 days deferred

Full-time members shall also be permitted, at their option, to convert up to five (5) vacation days per year (of prior year's vacation leave) into an authorized deferred compensation program. In addition, full-time members are entitled to convert any accumulated compensatory time to the deferred compensation program. The Village shall make such payment to the deferred compensation program on or about June 1 of each year (at the start of the Village's fiscal year), upon receipt of appropriate advance written notice (no later than March 1) from the member.

The East Aurora Fire Control Unit's full-time members shall be able to authorize payroll deductions for contributions to the program. The Village agrees to process such authorization(s) and submit the deductions to an authorized deferred compensation program. Full-time members shall be entitled to withdraw from service of the Village with all amounts accumulated under this section subject only to appropriate federal and

state tax law. Sick days dedicated by a full-time member to this conversion shall be deducted from the full-time member's sick leave total.

**Section 5. Accumulated Sick Time Conversion:** Each full-time dispatch employee with twenty (20) or more years of service to the Village shall be entitled to convert up to fifty (50) accumulated sick days to cash upon retirement or leaving of employment, except for involuntary termination with cause.

Any full-time dispatch employee who retires under the disability provisions of the New York State Retirement System may convert to cash up to fifty (50) days accumulated sick days without requiring that he/she complete twenty (20) years of service to the Village.

## **ARTICLE VIII. UNIFORM ALLOWANCE**

Each regular full-time employee will receive a Uniform Allowance of \$500 per annum to be paid one-half (1/2) in June and one-half (1/2) in December during the term of this agreement.

## **ARTICLE IX. OVERTIME**

**Section 1.** Overtime pay shall be considered any time beyond a normal scheduled eight (8) hour tour of duty and any time beyond a normal scheduled forty (40) hour workweek. Overtime shall be paid at the rate of 1 ½ times the normal pay and shall be paid in each pay period, if submitted on time.

**Section 2.** Whenever there is an absence of a full-time dispatcher from his regularly scheduled tour of duty, overtime will first be offered to the other full-time dispatchers on the basis of seniority. Should no full-time dispatcher be available or desire to work such overtime, the Village shall then use part-time dispatchers to cover absence. If a part-time dispatcher notifies the Village of a pending absence from his scheduled tour of duty within 24 hours or less, overtime will be offered, in the manner prescribed in the East Aurora Fire Control Unit Rules on use of dispatchers overtime list, which said department rules are incorporated in and made a part of this agreement. In instances of long-term (over two (2) weeks) absences of full-time dispatchers (i.e. illness, schooling, leave of absence), the Village may use part-time dispatchers without adhering to this section.

**Section 3.** Whenever there is a need for two (2) dispatchers, a full-time dispatcher shall be given preference, on the basis of seniority, to the assignment as the second dispatcher. A Police Officer may be assigned to dispatch in an emergency.

**Section 3a.** An emergency call out shall mandate the need for two (2) dispatchers. An emergency call-out shall include, but is not limited to the following:

- Four (4) fire companies out at any one time;
- A structure fire goes to a second alarm;
- By order of the Chief of Police, any Lieutenant or the Shift Supervisor.

**Section 4. Call-in Time:** There will be a minimum of two (2) hours, regardless of the amount of time spent on the job. Each employee called in will be required to perform the work assigned to him/her. For clarification purposes, an employee is “not” called out to work when he/she continues to work beyond the end of his scheduled shift or when he/she begins work before, and continues through, his/her regularly scheduled shift. For the purposes of this section, call-in time shall be paid at the rate of one and one-half (1 ½) times the normal rate of pay computed on an hourly basis.

**Section 5. Work Schedule:** Every six weeks a work schedule for dispatchers shall be developed. Shifts not scheduled to be covered by full-time dispatchers shall be listed on a bid sheet for part-time dispatchers. Two (2) days (48 hours) prior to the beginning of the work schedule any and all shifts on the bid sheet that are not filled by part-time dispatchers shall then be offered to the full-time dispatchers at the overtime rate. Whenever a full-time dispatcher agrees to work one of the available shifts the Village will not attempt to replace the full-time dispatcher with a part-time dispatcher.

**Section 6. Court Appearance:** Full-time dispatch employees who are required to appear in court, or before a Grand Jury or any regulatory agency shall be paid for such appearance at the rate of time and a half for time spent. Each full-time dispatch employee shall receive for each appearance or a period of non-shift duty a minimum of two (2) hours pay at the rate of time and a half for appearances in courts and at the rate of time and a half for all hours in excess of two (2) hours at the same court appearance.

## **ARTICLE X. GRIEVANCE PROCEDURE**

**Section 1.** This Agreement is made in accordance with the cooperative spirit and sense of fairness and justice to the adjudication of the employee’s grievance. A grievance shall mean any difference of opinion or dispute between the parties of this agreement as to the interpretation or application of this agreement as it relates to the terms and conditions of this agreement provided however that any grievance shall be limited to mandatory issues as prescribed by PERB. A full-time dispatcher employee is allowed to file a grievance; only the union (EAFUCU) can file for arbitration.

**Section 2.** The following steps shall be followed in adjusting grievances:

*Step 1.* In the event any full-time dispatcher feels that his rights and privileges under this agreement have been impaired, he/she shall, within twenty-four (24) hours from the date the full-time dispatcher knew or should have known of the

facts giving rise to such grievance, give notice to his shift supervisor for the purpose of attempting to settle the grievance.

**Step 2.** If the grievance is not satisfactorily settled under Step 1 above, the full-time dispatcher shall, within five (5) calendar days give notice to the Communications Supervisor for the purpose of attempting to settle the grievance.

**Step 3.** If the grievance is not settled under Step 2 above, the full-time dispatcher shall, within five (5) calendar days give notice to the Chief of Police for the purpose of attempting to settle the grievance.

**Step 4.** If the grievance is not satisfactorily settled under Step 3, the full-time dispatcher will give notice to the EAFCU. After review of the grievance, the EAFCU shall notify the Village Administrator in writing within five (5) calendar days of receipt and acceptance of the grievance. Within ten (10) calendar days of such written notice from the EAFCU, the Village Administrator will meet with the EAFCU to discuss the grievance in an attempt to settle the grievance.

**Step 5.** If the grievance is not settled under Step 4 above, the EAFCU may take the grievance to arbitration upon service of a demand for arbitration to the Mayor of the Village. This notice shall be served within thirty (30) calendar days after final discussion in Step 4 and it is agreed that in the event the EAFCU does not file said notice within thirty (30) days, the matter shall be considered closed and not subject to further appeal.

**Step 6.** The parties agree that when a demand for arbitration is served, the Village Board, shall in writing appoint an arbitrator who is not an employee nor in the employ of the Village to hear the grievance. All costs involved in the arbitration shall be borne equally between the parties and the decisions rendered by the arbitrator shall be final and binding on the parties. The decision of the arbitrator shall be based solely upon the interpretation of the meaning or application of the express terms of this agreement. The arbitrator shall act in a quasi-judicial, not legislative, capacity and shall have no right to amend, modify, or add to this agreement or subtract from, nullify, or ignore any of its provisions. He or she shall only consider and make a decision with respect to the specific issue or issues submitted and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds in favor of the employee, he or she shall fashion an appropriate remedy, but shall have no authority to award damages of any kind. In the event an arbitrator upholds a grievance involving the improper assignment of overtime, the sole remedy to be fashioned shall be an offer of the next available overtime to the grievant. The arbitrator shall have no authority to make an award retroactive beyond the date of the filing of the grievance.

**Section 3.** If a grievance is not presented within the limits set forth in Section 2, it shall be considered waived, there being no further right to appeal. If a grievance is not appealed to the next step within the appropriate time limit, it shall be considered settled on the basis of the employer's last answer. If an employer's representative does not answer a grievance within the time limits provided, the grievance shall be considered denied and an appeal may be taken to the next step in the grievance procedure. The settlement of a grievance prior to the arbitration step shall not be considered as a precedent. The grievance and arbitration procedures set forth in this agreement shall be the sole and exclusive means by which a grievance shall be resolved.

## **ARTICLE XI WAGES**

**Section 1.** The following wage rates will apply during the period covered by this contract:

For period commencing June 1, 2005 and ending May 31, 2006:	
Full-time Dispatcher	\$21.14 per hour
For period commencing June 1, 2006 and ending May 31, 2007:	
Full-time Dispatcher	\$21.99 per hour
For period commencing June 1, 2007 and ending May 31, 2008:	
Full-time Dispatcher	\$22.84 per hour

**Section 2.** Full-time employee hired after June 1, 2005 shall start at a wage rate that is ninety percent (90%) of the wage rates that existing full-time employees in the same job classification are presently receiving. Said full-time employee, on the anniversary dates of his/her employment shall automatically receive successive five percent (5%) step increases (as well as any negotiated wage increases) until such time as his wages are equal to the rate of pay received by full-time employees hired prior to June 1, 2005.

**Section 3. Shift Differential:** Any permanent or provisional full-time dispatch employee working Shift Number 1 (11:00 PM to 7:00 AM) as defined in Article XIII shall receive a shift differential of forty cents (\$0.45) per hour in addition to his regular or overtime rate of pay for that shift and any permanent or provisional full-time dispatch employee working Shift Number 3 (3:00 PM to 11:00 PM) as defined in Article XIII shall receive a shift differential of thirty cents (\$0.35) per hour in addition to his regular or overtime rate of pay for that shift.

**Section 4. Communications Supervisor:** The East Aurora Fire Control Unit and Chief of Police will come to agreement as to the selection of a full-time dispatch employee to serve as Communications Supervisor who will receive an annual stipend of two-thousand five hundred dollars (\$2,500.00) to be paid in bi-weekly installments at the same time as full-time dispatchers are normally paid.

**ARTICLE XII. LONGEVITY PAY**

**Section 1.** Longevity payments shall be made as follows for continuous service as a regular full-time dispatch employee with the Village of East Aurora:

1. After four (4) years of continuous service - \$150.00 per annum.
2. After eight (8) years of such continuous service an additional \$150.00 per annum.
3. After twelve (12) years of such continuous service an additional \$200.00 per annum.
4. After sixteen (16) years of such continuous service an additional \$200.00 per annum.
5. After twenty (20) years of such continuous service an additional \$200.00 per annum.
6. After twenty-four (24) years of such continuous service an additional \$200.00 per annum.
7. After twenty-eight (28) years of such continuous service an additional \$200.00 per annum.

If a full-time dispatch employee's 4, 8, 12, 16, 20, 24 or 28 years of continuous service from date of hire occurs during a fiscal year covered by this Agreement, he/she shall receive the longevity increment commencing June 1 of that fiscal year.

**Section 2.** At the option of the full-time employee longevity may be received in a lump sum in May of each year. If the full-time employee leaves the Village before receiving this payment, full-time employee shall receive a pro-rated amount.

**ARTICLE XIII. WORK SCHEDULE**

**Section 1.** Full-time dispatchers shall be assigned to a steady shift with the right of each full-time dispatcher to chose his shift based on seniority. Shifts shall be bid every three (3) months. The Chief of Police may for the good of the department, change assignments and/or work schedules, but not to avoid payment of overtime and each full-time dispatcher affected by the change shall receive at least two (2) days notice prior to the change taking effect.

The shifts will be the following schedule:

Shift No. 1	11:00 PM to 7:00 AM
Shift No. 2	7:00 AM to 3:00 PM
Shift No. 3	3:00 PM to 11:00 PM
Shift No. 4	12:00 NOON to 8:00PM

**Section 2.** Full-time dispatchers shall receive one (1) thirty (30) minute paid meal break per shift. In the event that the police duty officer determines that due to work load or any other unforeseen circumstance the full-time dispatcher will not be able to receive a thirty (30) minute meal break during his shift then said full-time dispatcher shall receive overtime pay, in accordance with Article IX of this agreement, in lieu of the thirty (30) minute meal break.

**Section 3. Pay Period:** Pay periods will be bi-weekly and the pay period shall end at 11:00P.M.on the Friday preceding the payday (following Friday). (Effective date: see 3a.)

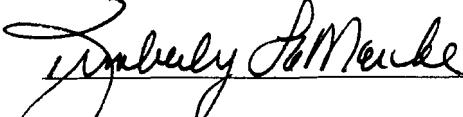
**Section 3a. Direct Deposit:** The Village will offer direct deposit services to employees at such time that all bargaining units adopt the pay period as stipulated in Section 3 above.

**TERM OF AGREEMENT**

This Agreement shall be retroactive to and effective as of the first day of June 2005 and shall remain in full force and effect until the 31<sup>st</sup> of May 2008, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall then remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination notwithstanding.

***IN WITNESS WHEREOF***, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

WITNESS:

  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_

APPROVED AS TO FORM:

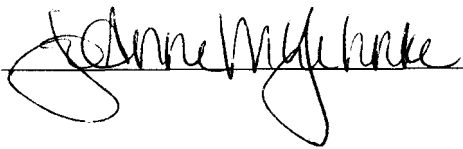
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**VILLAGE OF EAST AURORA**

By   
\_\_\_\_\_

**EAST AURORA FIRE CONTROL UNIT**

By   
\_\_\_\_\_

  
\_\_\_\_\_