Contract no 1664

INSTITUTE OF MANUERS ITY

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AGREEMENT

BETWEEN

BOROUGH OF GLASSBORO DISPATCHERS AND CALL-TAKERS

AND

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1360

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EFFECTIVE DATE: January 1, 1992 EXPIRATION DATE: January 31, 1993

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AGREEMENT

This Agreement is made and entered into this 1th day of January, 1992, by and between the BOROUGH OF GLASSBORO DISPATCHERS AND CALL-TAKERS (hereinafter referred to as "Employer") and UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 1360 (hereinafter referred to as "Union"), chartered by the United Food & Commercial Workers International Union, affiliated with AFL-CIO, CLC.

PURPOSE

The Employer actively participated in joint negotiations through its authorized negotiating representatives and with the Union, which negotiations have resulted in this labor agreement establishing mutually satisfactory conditions of employment, as more particularly hereinafter set forth.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive representative of all full time and regular part-time Dispatchers and Call-Takers as reflected in the Borough resolution dated May 14, 1991.

ARTICLE II

AGENCY SHOP

- 1. The Borough agrees to an Agency Shop for all present employees in the Union and any new permanent employees after January 1, 1988.
- 2. The Borough agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union as the majority representative.
- 3. The representation fee shall be eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the Borough in writing by the majority representative.
- 4. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of the State Law.

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- 3. The representation fee shall be eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the Borough in writing by the majority representative.
- 4. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of the State Law.

5. Payment of the representation fee in lieu of dues shall commence on the 90th day following the beginning of an employee's employments in a position in the contractual bargaining unit or on the 10th day following re-entry into the contractual bargaining unit in a position included in the bargaining unit.

ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this agreement, the following procedures shall be used. Designated Representative as referred to in this Article shall be a representative of the United Food & Commercial Workers Union, Local 1360, as set forth in Article I.

Step One

An employee with a grievance shall first discuss it with this supervisor either directly or through the Department's designated representative for the purpose of resolving the grievance informally. A grievance must be presented at Step One within one (1) week from the date the employee knew or should have known of its occurrence. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this agreement.

Step Two

If the aggrieved party is not satisfied with the disposition of his grievance at Step One or if no decision has been rendered within five (5) working days after presentation of the grievance at Step One, he may file a written grievance with the Chief Of Police or in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance with the Chief of Police or his designated representative, the aggrieved party and the United Food & Commercial Workers Union, Local 1360 designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such a meeting.

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If the aggrieved party is not satisfied with the disposition of his grievance at Step Two or if no written decision has been rendered within five (5) working days after the meeting referred to in Step Two, the matter may be referred by the United Food & Commercial Workers Union, Local 1360, to the Public Safety Committee. A meeting on the grievance shall be held with the United Food & Commercial Workers Union, Local 1360 and the Public Safety Committee at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Public Safety Committee shall render a final written decision within ten (10) working days of the date of the meeting.

Step Four

If the aggrieved party is not satisfied with the disposition of his grievance at Step Three or no written decision has been rendered within ten (10) working days after the meeting with the Public Safety Committee referred to in Step Three, the matter may be referred by the United Food & Commercial Workers Union, Local 1360 to the Mayor and Council. A meeting on the grievance shall be held with the United Food & Commercial Workers Union, Local 1360 and the Mayor and Council at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

Step Five

In the event that the aggrieved party is not satisfied with the decision of the Mayor and Council, the aggrieved person or the United Food & Commercial Workers Union, Local 1360 may submit the matter to arbitration within fifteen (15) calendar days of the rendering of the decision of Step Four.

- (1) The Arbitrator shall be selected by the parties in accordance with the Rules and Regulations of the Public Employment Relations Commission.
- (2) The Arbitrator's decision shall be in writing and shall be issued no later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.
- (3) The Arbitrator's decision shall be final and binding on the parties.
- (4) The costs for the services of the Arbitrator shall be borne equally by the Borough and the United Food & Commercial Workers Union, Local 1360. All other expenses incidental to and arising out of the Arbitration shall be borne by the party incurring same.

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(*)

- B. The time limits specified in the grievance procedure shall be construed as the maximum but may be extended upon mutual agreement between the parties in writing.
- C. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, or slow down in the rate of work or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the grievance procedure for which provision is made herein. Furthermore, the Employer agrees not to cause a lockout.

ARTICLE IV

SENIORITY

- A. Seniority lists shall be established by the Borough once each year and submitted to the Local Union.
- B. Employees returning from military service shall have their wages and classification determined by the then existing law, provided they apply for work within the required period in the Veterans Re-employment Rights Act requirements. Said job restoration shall be consistent with the then current Veterans Re-employment Rights Act.
- C. (1) In the case of a layoff, due to lack of work, of an employee, seniority shall be the determining factor providing the employee has the ability to perform the work.
- (2) The Employer shall give two (2) weeks notice to the Union and the employee of an intended layoff. The Borough shall make every effort to place any laid off employee in a comparable position in another department of the Borough, provided there is an opening at the time of layoff.
 - D. Maternity leave shall be granted as prescribed by law.
- E. Seniority shall be the determining factor in all matters concerning the employee's working conditions and benefits, and may be exercised at the employee's discretion.

ARTICLE V

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:

- B. The time limits specified in the grievance procedure shall be construed as the maximum but may be extended upon mutual agreement between the parties in writing.
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(1) To the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

, . . .

- (2) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for employment, or assignment, and to promote and transfer employees;
- (3) To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law, subject to the grievance procedure.
 - (4) To improve labor management communications.

ARTICLE VI

LEAVE OF ABSENCE WITHOUT PAY

- A. The Borough of Glassboro may grant the privilege of a leave of absence without pay for an appropriate reason to a permanent employee for a period not to exceed six (6) months at any one time.
- 1. Such leaves of absence may be renewed for an additional period not to exceed six (6) months, only by formal action of the Mayor, with the approval of the governing body.

ARTICLE VII

UNION ACTIVITIES

- A. There shall be no discrimination against any employee because of their Union membership or activities nor shall there be any discrimination in employment because of race, color, creed, age or sex.
- B. Bulletin boards on the Employer's premises may be used by the Union.
- C. Shop Stewards shall be permitted to handle Union representation matters during working hours without loss of pay up to a maximum of one (1) hour per week. If additional time is required, it is subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

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ARTICLE VIII

UNION STEWARDS, ENFORCEMENT OF STANDARDS

- A. The Union will use its best efforts to secure as Stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union and the Employer.
- B. The Union shall furnish the Employer with a complete list of the Stewards which list shall be supplemented from time to time as necessary.
- C. The Union shall enforce the Rules and Regulations of the Employer and through advice, instruction and example, maintain the highest standard of work.

ARTICLE IX

HOURS AND OVERTIME

- A. The basic work week for dispatchers shall consist of five (5), eight (8) hour shifts per week. It is agreed between the parties that the existing dispatchers will continue to rotate on the same schedule as the police platoon to which they are assigned and that the employees currently designated as "call-takers" will be reclassified as "dispatchers" and will be assigned five (5), eight hour shifts per week, Monday through Friday, on either the second or third shifts.
- B. For dispatchers and call-takers, all hours worked in excess of a regularly scheduled shift in one day, or in excess of the regularly scheduled work week, shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. Compensation for overtime shall be in either cash or compensatory time at the employee's option. The employee's regular rate of pay shall be computed by adding the base pay, longevity and shift differential together and dividing by 2080.

In the event a dispatcher calls off and an overtime opportunity exists, the on-duty dispatcher shall be afforded the opportunity to remain on duty for four (4) additional hours. The dispatcher on the following shift shall also be afforded the opportunity to come to work early, this shall not affect the entitlement of the on-duty dispatcher to remain for the additional hours. It is further agreed between the parties that overtime opportunities of less than a full week duration shall be offered to full time dispatchers in accordance with current practice. If the overtime is of a full week or more, the current practice utilizing part timers shall continue.

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- C. Dispatchers and call-takers shall be entitled to a forty-five (45) minute duty-free lunch, subject to recall in case of an emergency. Said employees shall be permitted to leave the premises during lunch, on the second and third shifts only, so long as another dispatcher, or a call-taker, is working at the time. Coverage shall be scheduled so as to maximize the ability of these employees to leave the premises during their lunch period. At no time will a call-taker relieve a primary or secondary dispatcher unless said call-taker is radio trained.
- D. If there is any change in the daily or weekly work schedules currently in effect, the Employer shall post advance notice of any such changes.
- E. All employees shall shall be granted two, 15 minute breaks, one in the middle of each half of the work day.
- F. The Employer is responsible for securing coverage for dispatchers and call-takers calling in sick, on vacation, or absent from duty for any other reason. No dispatcher or call-taker shall be required to secure replacement coverage for their own absences.

ARTICLE X

CALL IN TIME

A. Any employee who is requested by the Borough and must return to work during periods other than his/her regularly scheduled shift, shall be guaranteed not less than two (2) hours call in pay, regardless of the number of hours actually worked.

ARTICLE XI

SICK LEAVE

- A. Employees are entitled to the following sick leave benefits:
- (1) No paid sick leave from date of hire through the completion of sic (6) months of employment.
- (2) Beginning with six (6) months of employment up to three (3) years of employment, the employee shall not be paid for the first two (2) days of each absence due to illness.

- C. Dispatchers and call-takers shall be entitled to a forty-five (45) minute duty-free lunch, subject to recall in case of an emergency. Said employees shall be permitted to leave the premises during lunch, on the second and third shifts only, so long as another dispatcher, or a call-taker, is working at the time. Coverage shall be scheduled so as to maximize the ability of these employees to leave the premises during their lunch period. At no time will a call-taker relieve a primary or secondary dispatcher unless said call-taker is radio trained.
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- (3) From three (3) years of employment up to seven (7) years of employment, the employee will not be paid for the first day of each absence due to illness.
- (4) Employees with seven (7) or more years of employment with the Borough will be paid for all absences due to illness.
- (5) An employee returning to work after sick leave who has been docked the requisite number of days as set forth above, will not be docked again if he reports out with the same illness before he has completed three (3) full days at work.
- (6) If an employee is absent as a result of illness or injury for more than three (3) consecutive days, the Employer will require medical evidence to justify the period of sick leave.
- (7) Employees shall be entitled to the sick leave benefits set forth below in the event that an employee is disabled. Disability shall be defined as eight (8) calendar days of continuous absence from employment. When sick leave benefits set forth below are exhausted, an employee must return to work for a minimum of six (6) months before an employee is eligible to receive sick leave benefits again.

At Least Year	Less Than Years	Full Salary Weeks	One/Half Salary Weeks	Total Weekly Coverage Per Year Weeks
0	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6 .	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30	and ove	r 20	32	52

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9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
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ARTICLE XII

HOLIDAYS

A. During the term of this Agreement, all employees shall receive the following paid holidays:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Armistice Day
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Day

- B. All work performed on a holiday shall be compensated at one and one-half (1-1/2) times the employee's hourly rate in addition to holiday pay.
- C. Whenever a holiday falls during an employee's vacation, an additional day off will be granted at a later date.
- D. If the Employer declares any additional holidays, then the employees covered by this Agreement shall either also be granted the day off or granted comparable time off to be taken at a later date subject to the Employer's approval. Dispatchers and call-takers shall be entitled to one-half (1/2) day compensatory time for Christmas Eve. Dispatchers and call-takers shall also be entitled to any additional holidays granted other Borough employees.
- E. All dispatchers and call-takers shall be paid an annual single payment in the last paycheck in November for fourteen (14) holidays, whether or not the dispatcher or call-taker actually worked that day. Such payment shall equal the sum of fourteen (14) times his/her regular rate of pay which is computed at the base rate of pay divided by 1752 and times 8. Dispatchers and call-takers who work the holiday shall be compensated an additional eight (8) hours of compensatory time and this provision shall apply even where the dispatcher working is covering for another dispatcher who was scheduled to actually work the holiday.

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- B. All work performed on a holiday shall be compensated at one and one-half (1-1/2) times the employee's hourly rate in addition to holiday pay.
- C. Whenever a holiday falls during an employee's vacation, an additional day off will be granted at a later date.
- D. If the Employer declares any additional holidays, then the employees covered by this Agreement shall either also be granted the day off or granted comparable time off to be taken at a later date subject to the Employer's approval. Dispatchers and call-takers shall be entitled to one-half (1/2) day compensatory time for Christmas Eve. Dispatchers and call-takers shall also be entitled to any additional holidays granted other Borough employees.
- E. All dispatchers and call-takers shall be paid an annual single payment in the last paycheck in November for fourteen (14) holidays, whether or not the dispatcher or call-taker actually worked that day. Such payment shall equal the sum of fourteen (14) times his/her regular rate of pay which is computed at the base rate of pay divided by 1752 and times 8. Dispatchers and call-takers who work the holiday shall be compensated an additional eight (8) hours of compensatory time and this provision shall apply even where the dispatcher working is covering for another dispatcher who was scheduled to actually work the holiday.

ARTICLE XIII

HEALTH & WELFARE

A. The Employer agrees to continue the existing group medical plan, prescription plan, life insurance, accidental death and dismemberment insurance and weekly income insurance, or its benefit equivalent, for the duration of this agreement for all employees.

ARTICLE XIV

PERSONAL DAYS

- A. Effective January 1, 1992, all employees shall be entitled to five (5) personal leave days within each calendar year.
- B. No employee shall be required to state a reason when requesting a personal leave day. However, personal days are not to be used in conjunction with vacation.
- C. Any personal days not taken within the year, will be paid for in the last pay of each year. Personal days cannot be carried over to the next year.

ARTICLE XV

VACATIONS

- A. All employees shall be entitled to an annual vacation, with pay, in accordance with the following schedule:
- (1) All employees who have completed one (1) year's continuous service will be eligible for two (2) weeks vacation with pay, and will, thereafter, qualify for two (2) weeks vacation on each succeeding January 1.
- (2) Commencing with January 1 of the year in which the fifth (5th) anniversary of service occurs, employees will be eligible for three (3) weeks vacation with pay during that year, and in each year thereafter.
- (3) Commencing with January 1 of the year in which the tenth (10th) anniversary of service occurs, employees will be eligible for four (4) weeks vacation with pay during that year, and in each year thereafter.

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- (3) Commencing with January 1 of the year in which the tenth (10th) anniversary of service occurs, employees will be eligible for four (4) weeks vacation with pay during that year, and in each year thereafter.

- (4) Commencing with January 1 of the year in which the fifteenth (15th) anniversary of service occurs, employees will be eligible for five (5) weeks vacation with pay during that year, and in each year thereafter.
- (5) Commencing with January 1 of the year in which the twentieth (20th) anniversary of service occurs, employees will be eligible for six (6) weeks vacation with pay during that year, and in each year thereafter.
- (6) Commencing with January 1 of the year in which the twenty-fifth (25th) anniversary of service occurs, employees will be eligible for seven (7) weeks vacation with pay during that year, and in each year thereafter.
- B. In order to exercise seniority preference, vacation requests shall be submitted by the employee to the Chief of Police by April 1 of each year. Vacation requests submitted after April 1 shall be granted, in accordance with the Department's needs, and in the order in which the request was submitted.
- C. Vacations must be taken during the calendar year in which they are earned. However, if an employee is sick or disabled during selected vacation periods, the vacation may be rescheduled prior to December 31 of that year. If the illness or disability carries over to December 31 of that year, unused vacation may be granted up to March 31 of the following year. If an employee's vacation is cancelled and/or denied by the Employer due to work demands in the department, unused vacation may also be granted up to March 31 of the following year.
- D. No more than one (1) dispatcher and/or call-taker shall be granted approved vacation during any twenty-four (24) hour day from December 15 through December 31.

ARTICLE XVI

LONGEVITY

A. All employees shall be entitled to the following longevity payments, payable no later than January 15 for the preceding year:

- (4) Commencing with January 1 of the year in which the fifteenth (15th) anniversary of service occurs, employees will be eligible for five (5) weeks vacation with pay during that year, and in each year thereafter.
- (5) Commencing with January 1 of the year in which the twentieth (20th) anniversary of service occurs, employees will be eligible for six (6) weeks vacation with pay during that year, and in each year thereafter.
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A. All employees shall be entitled to the following longevity payments, payable no later than January 15 for the preceding year:

- (1) After completion of three (3) years of service, one(1%) percent of annual pay;
- (2) After completion of five (5) years of service, two
 (2%) percent;
- (3) After completion of ten (10) years of service, four (4%) percent;
- (4) After completion of fifteen (15) years of service, five (5%) percent;
- (5) After completion of twenty (20) years of service, six (6%) percent;
- (6) After completion of twenty-five (25) years of service, seven (7%) percent.
- B. Entitlement to longevity shall be determined as of December 1 of each year except that employees who terminate their employment during the year shall be entitled to a prorated payment made at the time of termination. Employees who do not work the entire year for any other reason will likewise be entitled to longevity on a prorated basis.

ARTICLE XVII

BEREAVEMENT LEAVE

A. All employees shall be entitled to bereavement leave of three (3) days (or five (5) days if the death or funeral services occur more than 150 miles from the employee's residence) as a result of a death in the employee's immediate family. "Immediate family" shall include the employee's spouse, child, parent or foster parent, grandchild, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, or personal permanently residing in the employee's household. Reasonable documentation of death may be required by the Employer.

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ARTICLE XVIII

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions covered in this agreement shall continue in full force and effect.

ARTICLE XIX

MISCELLANEOUS

- A. The Employer agrees to check off initiation fees and regular Union dues upon presentation to it of a lawful checkoff authorization executed by the employee.
- B. The Union shall certify to the Employer, the amount of regular Union dues to be deducted, pursuant to the checkoff authorization.
- C. Said deductions shall be made on a weekly basis and remitted to the Union on a monthly basis.

ARTICLE XX

RATES OF PAY

A. The following pay scales shall be applicable to all primary dispatchers and/or call-takers:

Effective 1/1/92	Effective 1/1/93	
Hire - \$21,682.41	Hire - \$23,032.41	
lst Year - \$22,837,16 2nd Year - \$23,730.47	lst Year - \$24,187.16 2nd Year - \$25,080.47	
3rd Year - \$24,549.60	3rd Year - \$25,899.60	

The following pay scales shall be applicable to all secondary dispatches and/or call-takers:

Effective 1/1/92	Effective 1/1/93
Hire \$20,332.41	Hire - \$21,682.41
1st Year - \$21,487.16	1st Year - \$22,837.16
3rd Year - \$22,380.47	2nd Year - \$23,730.47
4th Year - \$23,199.60	3rd Year - \$24,549.60

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Primary dispatchers are defined as those dispatchers who are assigned to a policy platoon and rotate on the same schedule as their assigned platoon. Secondary dispatchers are defined as those dispatchers who work five (5), eight (8) hour shifts per week, Monday through Friday, on either the second or third shifts.

- B. Each dispatcher and call-taker shall receive an allowance for the maintenance and replacement of clothing, uniforms and other issued equipment. This allowance shall be \$525.00 for 1992 and \$575.00 per year thereafter. Such allowance shall be paid to the employees no later than May 1 of each year. In addition, each dispatcher and call-taker shall be afforded tow (2) pairs of shoes per year which, if needed, shall be repaired at the Employer's expense.
- C. All primary dispatchers and call-takers shall be paid shift differential in the last pay of the month at the rate of \$85.00 per month for 1992 and \$90.00 per month thereafter. All secondary dispatchers and call-takers shall be paid shift differential in the last pay of the month at the rate of \$40.00 per month for 1992 and \$45.00 per month thereafter. Shift differential shall be included when the employee is injured on duty, injured off duty for the first four weeks, on vacation leave, off on compensatory time or on sick time.

ARTICLE XXI

JURY DUTY

A. Employees shall be given time off without loss of pay when performing jury duty in either the Federal or State Court. If an employee is excused from jury duty by the Court by 12:00 noon, the employee must report back to work for the remainder of his work day.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1992 and shall continue in effect until January 31, 1993.

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Donald Burger, Mayor GARGER	CLAY BOWNAN, PRESIDENT
WITNESSED BY Marylow Jakkerfelte	JOE BOTTE ON

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MEMORANDUM OF AGREEMENT

- 1. All rights, privileges and benefits which the dispatchers and call-takers have heretofore enjoyed in the past and are presently enjoying, shall be maintained by the Borough at no less than the highest standards in effect during the life of this agreement. The dispatchers and call-takers shall be provided with at least the same benefits as those applicable to other Borough employees.
- 2. If any other employees in the Borough are granted increased benefits, whether economic or otherwise, during the life of this agreement, the Borough will grant the same benefits to the dispatchers and call-takers. This shall include but not be limited to increased longevity benefits, uniform allowance and/or shift differential.
- 3. The Borough agrees that no dispatcher shall be required, during their regular shift, to train new dispatchers.
- 4. The Borough agrees to assign an additional dispatcher to the DWI and TAC special details.
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