

## SIDE LETTER OF AGREEMENT

### OPEIU Local 32 –and- Township of Manchester (Dispatchers/Senior Dispatchers Pay Scale)

WHEREAS, Office and Professional Employees International Union, Local 32 (“Local 32”) represents a bargaining unit of employees employed by the Township of Manchester (“the Township”), including employees in the title of Dispatcher and Senior Dispatcher, and

WHEREAS, Local 32 and the Township are parties to a collective negotiations agreement covering the period between January 1, 2015 and December 31, 2018, and

WHEREAS the collective negotiations agreement contains, at Article 30, a salary guide for employees in the title of Dispatcher and Senior Dispatcher, respectively, and

WHEREAS, employees in the title of Dispatcher and Senior Dispatcher, by virtue of their duties, play an integral role in ensuring the safety, health and continued welfare of the public, and

WHEREAS, the Township has communicated to Local 32 issue relating to the retention of Dispatchers and Senior Dispatchers which could, if left unaddressed, undermine the safety and health of the citizens of Manchester Township, and

WHEREAS, the Township and Local 32 recognize that public safety is of paramount importance, and wish to address the issues raised by the Township, and set forth more fully below, both promptly and in a non-adversarial manner,

It is on this 28<sup>th</sup> day of July, 2017 hereby AGREED as follows

1. The Township has provided information to Local 32 indicating that the four year (2014-2017) retention rate for employees in the title of Dispatcher and/or Senior Dispatcher is 76.5% and that eleven (11) Dispatchers/Senior Dispatchers have left employment with the Township since December 2012. See Exhibit A, incorporated here by reference.
2. The Township has communicated to Local 32 its concern that the loss of experienced dispatchers at the current rate could undermine the safety, health and continued welfare of the public served by the Township and the members of Local 32.
3. As a means to address the retention issue identified by the Township, the Township has proposed to increase the current salaries of employees holding the title of Dispatcher and/or Senior Dispatcher over and above those presently set forth under the current collective negotiations agreement. The revised salary rates are set forth at Exhibit B, which is incorporated herein by reference.

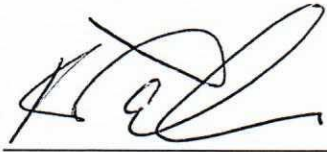


4. The Township recognizes that it is required by law to negotiate with Local 32 with respect to any modifications in the economic terms and conditions of employment of members of the Local 32 bargaining unit. The Township and Local 32 further recognize and agree that Local 32 has no obligation to negotiate or agree to modify the salary guides set forth at Article 30 of the current collective negotiations agreement, as that contract presently remain in effect;
5. Notwithstanding the provisions of paragraph 4 above, Local 32 agrees that the Township as articulated a legitimate concern with respect to the retention of Dispatchers and/or Senior Dispatchers, and agrees that these legitimate concerns relate to public safety and health, which is of paramount importance.
6. Given the retention issues identified by the Township and the relevance of those issues to public safety and health, Local 32 agrees that it will not take any action, including but not limited to the filing of a grievance or unfair practice charge, contesting the modified salary guides applicable to employees in the title of Dispatcher and/or Senior Dispatcher, and set forth in Exhibit B, attached here.
7. The salary guides set forth in Exhibit B, attached hereto, shall become effective as soon as administratively feasible following the execution of this Agreement by both parties, and shall remain in full force and effect until such time as amended by mutual agreement of the parties through bilateral negotiations.
8. Employees in the title of Dispatcher and/or Senior Dispatcher shall progress through the revised salary guides, attached hereto as Exhibit B, in the same manner as they would have progressed through that salary guides set forth at Article 30. The salary guides set forth at Exhibit B, attached hereto, shall be enforceable through the contractual grievance procedure set forth at Article 25.
9. The agreement of Local 32 to acquiesce to the modified salary guides set forth at Exhibit B, attached hereto, is without prejudice to its legal and contractual rights, including the right to enforce all terms of the current collective negotiations agreement as written. This agreement to shall not be deemed to constitute a precedent, and shall not be introduced as evidence in any proceeding, except as necessary to enforce the terms of this agreement.
10. The parties further agree that pursuant to this agreement, the title of "Dispatcher" shall be changed to be "Public Safety Telecommunicator", and the title of "Senior Dispatcher" shall be changed to be "Senior Public Safety Telecommunicator". These terms shall be treated interchangeably with respect to the application of this Agreement.
11. The Township and Local 32 retain all rights, claims and defenses provided by law and contract not specifically referenced herein, including, as to the Township, all managerial prerogatives provided by law, and as to Local 32, the right to negotiate any and all

changes to the economic terms and conditions of employment as to members of the Local 32 bargaining unit.

ATTEST:

Township of Manchester



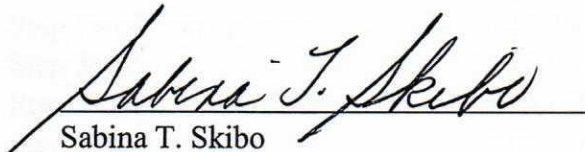
Kenneth T. Palmer, Mayor

Office and Professional Employees  
International Union, Local 32



Sharon Eastwick, Business Manager

ATTEST:



Sabina T. Skibo  
Township Clerk