

378

MEMORANDUM OF AGREEMENT

BETWEEN

THE DOVER TOWNSHIP MUNICIPAL SUPERVISORS ASSOCIATION

AND

THE TOWNSHIP OF DOVER

1. This Agreement is being entered into to resolve the issue of compensation for new Public Works Foreman who will be appointed during the calendar year 1995.

2. The level of compensation for any such employee appointed to the position of Public Works Foreman shall be 80 percent of the existing level of compensation.

3. This Agreement is subject to ratification by the Township Committee.

Dated:

For the Township of Dover

For the Dover Township  
Municipal Supervisors  
Association

Barbara A. Iasillo  
BARBARA A. IASILLO, Clerk/Administrator

Gary E. Nokes  
GARY E. NOKES, President

Clarence Aldrich  
CLARENCE ALDRICH, Mayor

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A G R E E M E N T

BETWEEN

TOWNSHIP OF DOVER

AND

DOVER TOWNSHIP MUNICIPAL SUPERVISORS ASSOCIATION

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JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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MURRAY, MURRAY & CORRIGAN  
25 Sycamore Avenue  
Little Silver, NJ 07739  
(908) 747-2300

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PREAMBLE

THIS AGREEMENT made this                    day of                    , 199 ,  
by and between the TOWNSHIP OF DOVER, a municipality in the  
County of Ocean, State of New Jersey, hereinafter referred to as  
"Township" and "Employer(s)" respectively, and DOVER TOWNSHIP  
MUNICIPAL SUPERVISORS ASSOCIATION, hereinafter referred to as  
the "Association", and represents the complete and final  
understanding by the parties on all bargainable issues.

W I T N E S S E T H :

WHEREAS, it is the intent and purpose of the parties hereto  
to promote and improve the harmonious and economic relations  
between the Employer(s) and its employees and to establish a  
basic understanding relative to conditions of employment  
consistent with the law.

NOW, THEREFORE, in consideration of these promises and  
mutual covenants herein contained, the parties hereto agree with  
each other with respect to the employees of the Employer(s)  
recognized as being represented by the Association as follows:

ARTICLE I

ASSOCIATION RECOGNITION

A. The Employer recognizes the Association as the exclusive representative, as set forth in February 14, 1990 Dover Township resolution for the purpose of collective negotiations with respect to the terms and conditions of employment of the full-time supervisory employees employed by Dover Township, as listed in Appendix "A," but excluding blue and white collar employees, craft employees and police, within the meaning of the New Jersey Employer-Employee Relations Act of 1974, confidential employees and all other employees and specifically excluding those employees set forth in the agreement dated February 14, 1990.

ARTICLE II

NEGOTIATION PROCEDURE

Section 1

Collective negotiations pursuant to Public Employment Rules and Regulations shall be conducted by the authorized negotiation team of the Association and the specified agents of the Township authorized to conduct negotiations.

Association shall transmit to the Township the names of the designated members of the negotiation team who shall represent the Association as well as the names designated by the Association to conduct association activities and representation under the collective agreement. The representatives of the association shall not exceed three (3) not including counsel or labor assistants.

Section 2

In the event negotiations are conducted during working hours, members of the association negotiating team shall be released from their assigned duties and suffer no loss of pay subject to the limitations set forth in Section 3.

The above protection shall also be extended to the designated grievance committee of the Association for any scheduled hearings during working hours or matters concerning representation of any supervisor before any designated agent of the Township regarding the supervisor terms and conditions of employment, subject to the limitations set forth in Section 3.

Section 3

Provided further, however, that excused absences from work shall be limited for all representatives in total to a cumulative period of eight (8) days in a calendar year, four (4) of which shall be with pay.

ARTICLE III

GRIEVANCE

Section 1

A grievance is herein defined as any complaint by a supervisor or the Association based upon the interpretation, application or violation of this agreement, policy or administration decision or practice affecting a supervisor or a group of supervisors.

A. Aggrieved Person

An "Aggrieved Person" is the person or persons or the Association making the claim.

B. Party of Interest

A "Party of Interest" is the person or persons making the claim and any person including the Association or the Township who might be required to take action in order to resolve the claim.

C. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members.

All proceedings will be kept informal and confidential.

D. Time Limits

The number of days indicated at each level should be considered as a maximum and all efforts should be made to expedite the process. All time limits as specified may be extended by mutual agreement.



## Section 2

A supervisor with a grievance shall first discuss it with his immediate superior or if no superior, the Township Administrator.

## Section 3

In the event the grievance is not resolved or the grievant is not satisfied with the disposition of his/her grievance then the grievant shall submit this matter in writing and request a meeting with the governing body.

The Township Administrator shall advise the grievant no later than ten (10) days after receipt of the request the date and time of said meeting or if the Township Committee elects not to hear the grievant.

## Section 4

The terminal step in this procedure is the Township Committee. The Committee decision is final.

## Section 5

A. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives selected or approved by the Association. When a supervisor is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure.

B. No reprisals of any kind shall be taken by the Township or any of its agents against any member of the Association, any party of interest, or any representative of the Association by reason of such participation.

ARTICLE IV  
MEMBER'S RIGHTS

Section 1

No member of this Association shall be disciplined, suspended, reduced in rank or removed from office without just cause.

Any actions asserted by the Township or Township Administration shall be subject to the provisions of the grievance procedure contained herein.

Section 2

Whenever any member is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that employee in his duties to the Township, position, or employment or salary, or any increments pertaining thereto, he or she shall be given notice of the reasons for such proceedings and shall be entitled to have representatives of the Association present to advise him and represent him at such proceedings.

Section 3

A. Nothing contained within the specifications of this agreement shall be construed to deny any member's such rights as he or she shall have under New Jersey Statutes or any other applicable laws and regulations.

All rights granted to members hereunder shall be deemed to be in addition to those provided by statute and or regulation promulgated by the State.

B. Each member shall have the right to review his or her personnel folder at least two (2) times a year upon prior reasonable notice.

The Township shall make available for inspection all material within each personnel jacket.

Any member shall have the right to respond to any matter within the personnel file and have such response included in his file.

#### Section 4

There shall be no discrimination, interference or coercion by the Township, or any of its agents or the Association or any of its agents against members covered by this Agreement because of membership or non-membership or activity or nonactivity in the Association.

The Township shall not intimidate or coerce individuals into membership of the Association or because of their association.

Neither the Township or Association shall discriminate against any person because of race, color, sex, national origin, age, political affiliation or religion.

ARTICLE V

ASSOCIATION RIGHTS

A. The Township agrees to furnish to the Association in response to reasonable requests from time to time all available information within the public domain on the financial resources of the Township budget and information necessary by the Association to process grievances.

B. Whenever any representative of the Association or its committees participates during working hours in negotiations, grievances, proceedings, conferences, or meetings, they shall suffer no loss in pay, subject to the limitations set forth in Section 3 of Article 2.

C. The Association shall be granted use of Township equipment and Township buildings at all reasonable hours for meetings and conducting of Association business when such buildings and equipment are not in use on the same terms as granted to other organizations.

The Association shall pay for the reasonable cost of materials in utilization of Township equipment.

D. The President and designated representatives shall be entitled to time off with pay to attend workshop and seminars as given by the Public Employment Relations Commission subject to the limitations set forth in Section 3 of Article 2.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

F. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the Unit, and to no minority labor organization except as required by law.

G. Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by the Agreement as established by ordinance, rules and regulations and or policies of the Township in force on said date, shall continue to be so applicable during the term of the Agreement.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Employer(s) hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, and any subsequent modifications enacted or determined by a judicial or administrative body during the term of this Agreement, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

2. To hire all employees, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign or retain employees in positions, within the Township, and in that regard to establish reasonable work rules. Such work rules will be equitably applied and enforced.

3. To suspend, demote, discharge or take any other disciplinary action for just cause according to law.

4. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive in accordance with the employee's seniority in job classification as defined by his job title.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution, Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under 40 or 40A, or any other national, state, county or local laws or ordinances, as amended.

ARTICLE VII

VACATIONS

A. Each permanent, full-time employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:

One (1) year, but less than five (5) years	Two (2) weeks
Five (5) years, but less than ten (10) years	Three (3) weeks
Ten (10) years, but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years, but less than twenty-five (25) years	Five (5) weeks
Twenty-five (25) years and over	Six (6) weeks

B. Eligibility for vacations shall be computed as of the first day of the month in which hired.

C. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacations will be scheduled so as not to interfere with the operations of the Departments to which the employee is assigned. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which an employee is entitled may be taken in the following year.



D. An employee who has resigned or has otherwise separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective provided said employee furnishes a minimum of two (2) weeks' notice to the Employer upon resignation.

E. If an employee leaves the employ of Employer(s) for any reason before the end of the calendar year after having taken a vacation allowance for the year, he or she will be charged with the unearned part of his or her vacation which will be deducted from his or her final pay check.

F. The vacation pay shall be given to the employee on the pay week preceding the employee's vacation, except in case of emergency, provided the employee gives two (2) weeks' notice to the Employer.

ARTICLE VIII

DEATH IN FAMILY

Every permanent full-time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family, within the State of New Jersey, and up to a maximum of five (5) days if burial is outside of New Jersey, with the consent of the Department Head. Immediate family shall include spouse, children, parents, brothers and sisters and spouse's parent, brothers and sisters, grandchildren and grandparents of employee or spouse. Children shall also include step-children if they have been domiciled in the parent's residence.

ARTICLE IX

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall be affected thereby and shall continue in full force and effect.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. The Township agrees to deduct from the salaries of unit members described and contained in Article I, Recognition, the certified dues for the Association pursuant to Chapter 233 NJ Public Laws of 1969. (N.J.S.A. 52:14-159E)

Said monies together with the current records of any corrections shall be transmitted to the Association Treasurer on the 15th of each month.

The Association shall certify to the Township Treasurer its dues to be deducted from its qualified membership and any notification of change prior to the effective date of change.

B. The Township and Association agree that an agency shop provision covering all non-members of the Association shall be implemented upon signing of the collective agreement. This provision shall be in compliance with New Jersey Statutes.

ARTICLE XI  
OVERTIME

Members of this unit who supervise Blue-Collar unit members shall be paid overtime pay at the rate of one and one-half (1 1/2) times their hourly rate for all hours worked in excess of forty (40) hours per work week.

Members of this unit who supervise White-Collar unit members and who work a forty (40) hour work week shall be paid overtime pay by compensatory time at the rate of one and one-half (1 1/2) times for each overtime hour worked in excess of forty (40) hours per work week.

Members of this unit who supervise White-Collar unit members and who don't work a forty (40) hour work week, shall be paid overtime pay at the rate of one and one-half (1 1/2) times for all hours worked in excess of thirty-seven and one-half (37 1/2) hours per work week. Said overtime shall be paid in compensatory time.

Any overtime or compensatory time to be earned pursuant to this Article shall be authorized by the supervisor's department head and the Administrator, with the latter having the discretion to delegate such decision to one or more department heads. Any compensatory time earned pursuant to this article shall be used during the next 30 days and only with prior approval of the supervisor's department head and the Administrator.

Maximum compensatory time shall not exceed twenty-four (24) hours for forty (40) hour employees, and twenty-one (21) hours for thirty-five (35) hour employees.

The foregoing is intended to clarify the existing practice regarding overtime. If there is any inconsistency herein with past practice, it shall be resolved by the Township Administrator, in the Administrator's sole discretion.

ARTICLE XII  
HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

B. Unless a Department or certain positions within a Department are regularly assigned a greater number of hours per week, the basic work week for white collar supervisors shall consist of either thirty-five (35) or forty (40) hours of work from Monday to Friday, inclusive. The basic work day shall consist of seven (7) or eight (8) hours of work per day exclusive of a one (1) hour lunch period, except for employees in seven (7) day operations. The basic work week for blue collar supervisors shall consist of forty (40) hours. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

C. The normal starting time shall be between 8:00 a.m. and 9:00 a.m. and the normal quitting time shall be between 4:00 p.m. and 5:00 p.m., but may be varied for seasonal operations or in emergencies. The foregoing shall not apply to employees in seven (7) day operations. For blue-collar supervisors, the normal starting time shall be 7:00 a.m. and quitting time 3:30 p.m., but may be varied for seasonal operations or in emergencies.

D. Employees covered under this Agreement will normally receive two (2) consecutive days off except in cases of emergency or in instances where the employee volunteers to work a split week.

E. In the event the Employer decides to change the normal hours of work for an employee, prior notice of such change shall be given to said employee and the Association, and the Employer will discuss such change with the Association prior to implementation.

ARTICLE XIII

WAGES AND LONGEVITY

- A. The Salary Increase shall be as follows:
1. Effective 1/1/93 - 4.00% increase in base salary;
  2. Effective 1/1/94 - 4.00% increase in base salary;
  3. Effective 1/1/95 - 4.00% increase in base salary.
- B. Minimum salary to increase to:
1. Effective 1/1/90 - \$22,500;
  2. Effective 1/1/91 - \$25,000

for employees on the payroll as of November 27, 1990. Employees paid under \$25,000 to receive \$2,500 effective January 1, 1990. Employees paid under \$25,000 as of January 1, 1991 to receive \$2,500 effective January 1, 1991.

C. Minimum salary for employees not on the payroll as of November 27, 1990 to increase:

1. Effective 1/1/90 - \$20,000;
2. Effective 1/1/91 - \$22,500.

D. Each employee on the payroll as of November 29, 1990 shall be paid, in addition to his base pay, a longevity increment based upon years of service in the employ of the Township in accordance with the following schedule:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of 3	2%
Upon completion of 5	4%
Upon completion of 9	6%
Upon completion of 12	8%
Upon completion of 15	10%



E. Each employee shall qualify for the longevity increment on the date of the anniversary of his employment, and such increment shall be paid from and after such date.

F. Employees hired after November 29, 1990 shall receive the following longevity:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completion of 5	2%
Upon completion of 9	4%
Upon completion of 12	6%
Upon completion of 15	8%

ARTICLE XIV

HOLIDAYS

A. The Employer has designated the following days as holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Christmas Day	

B. Effective January 1, 1995, Martin Luther King, Jr.'s Birthday shall be added to those holidays set forth in Section A.

C. Employees who do not work on the observed holiday shall receive their regular pay for such work provided any absence occurring on the day before and the day after the holiday has been excused by the Employer.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

E. The parties agree to reopen negotiations for additional holidays in the event either the blue or white collar units receive additional holidays subsequent to the signing of this Agreement.

ARTICLE XV

PERSONAL LEAVE DAYS

A. Employees are entitled to three (3) days leave with pay for personal business. The granting of personal days off shall be for religious purposes and for personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested day or dates from the employee's department head. Dates requested and reason for leave shall be subject to the approval of the employee's department head, which approval shall not be unreasonably withheld. Leave days must be used within the one (1) year period and shall not be cumulative from year to year. Leave days requested at the beginning of or end of a vacation or weekend will not be granted except under extraordinary circumstances.

B. An employee shall not be required to specify the personal business reason for the personal day request, except in emergency situations and in situations when two (2) or more employees performing similar job functions within the Department apply for personal leave to be taken on the same day.

C. During the first year of employment, an employee shall earn days at the rate of one (1) day for each four (4) months of employment.

D. An employee who does not expect to report to work on any working day because of personal business or for any of the reasons set forth in Section A must notify the appropriate office by telephone or personal manager within one-half (1/2)

hour prior to the beginning hour of his or her tour of duty, or within fifteen (15) minutes of the opening of the switchboard in the municipal complex or one (1) hour before the tour of duty for twenty-four (24) hour operation.

ARTICLE XVI

SICK LEAVE

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the first year of employment and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year, and such employee shall be entitled to such accumulated sick leave if and when needed provided that upon retirement or expiration of employment of such employee, any sick leave so accumulated shall not be cancelled and such employee shall be entitled to terminal leave with pay on account of such accumulation. However, such terminal leave shall not exceed six (6) months and such terminal leave payment shall be taken in a lump sum only.

B. The present practice regarding payment of accumulated sick leave upon retirement shall continue.

C. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

D. An employee absent on sick leave for a period of three (3) consecutive days shall submit acceptable medical evidence substantiating the illness if requested by the Employer. The employer may require proof of illness of an employee on sick

leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons set forth in Section C must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning hour of his or her tour of duty or within fifteen (15) minutes of the opening of the switchboard in the Municipal Complex or one (1) hour before the tour of duty for twenty-four (24) hour operation.

F. Upon the death of an employee covered under this Agreement such accumulated sick leave will be paid to his or her beneficiary.

G. An employee reporting for work shall be charged a maximum of one-half (1/2) day of sick leave in the event he or she becomes ill during the normal working day.

ARTICLE XVII

INSURANCE

The Township agrees to maintain the present insurance benefit coverage during the life of this Agreement. The Township reserves the right to change insurance carriers at its option and after notification to the Association, upon the condition that the same benefits are provided.

ARTICLE XVIII

RETIREE BENEFITS

The present practice of providing medical benefits to retirees with twenty-five (25) years of service, meeting age requirements and retiring under P.E.R.S. shall continue.



ARTICLE XIX

TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 1993 through December 31, 1995.

B. In the absence of written notice given no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this day of \_\_\_\_\_, 199 .

DOVER TOWNSHIP MUNICIPAL  
SUPERVISORS ASSOCIATION

  
\_\_\_\_\_

TOWNSHIP OF DOVER

  
\_\_\_\_\_

CLARENCE ALDRICH, Mayor

ATTEST:

  
\_\_\_\_\_

BARBARA IASILLO, Administrator

APPENDIX A

The Township of Dover recognizes the Dover Township Supervisors' Association as the majority representative of the following employees:

Assistant Sr. Serv. Director	(Benson)
Dep. Purchasing Agent	(Applegate)
Tax Collector	(Miller)
Dep. Tax Collector	(Jelm)
Sub Code Officer	(Gabriel)
Survey Chief Inspector	(Nesbitt)
Dir. Public Ass't.	(Ernst)
Youth Service Director	(Glasgow)
Chief Violations Clerk	(Lusnia)
Records Supervisor	(Hammel)
Foreman	(Nokes)
Ice Rink Manager	(Broadbelt)
Zoning/Ass't Planner	(Mackie)
Construction Code Official	(Pathak)
Foreman	Vacant
Foreman	(Patla)
Foreman	(Norcross)
Foreman	(Clayton)

Foreman	(Meirose)
1st Deputy Court Clerk	(Samatovicz)
Foreman	(Kramer)
Manager	(Bauer)
Assistant Director	(Boehme)
Foreman	(Parisi)
Foreman	(Russell)
Environmental Officer	(Maxwell)
Tax Assessor	(L. Henbest)
Ass't Zoning/Planner	(J. Henbest)
Deputy Assessor	(V. Mickowicz)
Code Enfr. Officer	(T. O'Neill)
Ass't. Engineer	(Shannon)
Court Administrator	(Chapter)
Dep. Data/Proc. Mgr.	(Garrett)
Foreman	(Clayton, G.E.)

Excluded from recognition are all non-supervisor employees, managerial executives, confidential employees, police and supervisors that have a conflict of interest with other supervisors. These exclusions include, but are not limited to the following classifications:

Security Guard

Confidential Secretary

Sr. Secretary/Confidential

Pers. Coordinator

Part Time Clerk

Van Driver

Secretary to Police Chief

Clerk/Stenographer/Confidential

Refrigerator Engineer

Switchboard Operator (part-time)

Township Administrator

Township Clerk

Director Public Works

Township Engineer

Township Attorney

Director Parks/Recreation

Police Chief

Deputy Police Chief

Director Human Services

Assistant Director of Finance

Deputy Comptroller

Data Processing Manager

Deputy Director P/H

Assistant Township Attorney

Supervisor of Personnel