**AGREEMENT** 

**BETWEEN** 

THE TOWNSHIP OF MAHWAH



AND

UNITED PUBLIC SERVICE EMPLOYEES UNION



WHITE COLLAR

JANUARY 1, 2018 through DECEMBER 31, 2021

#### TABLE OF CONTENTS

PREAMBLE	
ARTICLE I - RECOGNITION AND DEFINITIONS	2
ARTICLE IĮ - TERM	4
ARTICLE III - NO STRIKE OR LOCKOUT PLEDGE	5
ARTICLE IV - MANAGEMENT RIGHTS	6
ARTICLE V - AGENCY SHOP	.,,
ARTICLE VI - DISCRIMINATION AND COERCION	9
ARTICLE VII - WORK SCHEDULE AND OVERTIME	10
ARTICLE VIII - SALARIES AND WAGES	
ARTICLE IX - LONGEVITY	18
ARTICLE X – PRORATING	20
ARTICLE XI - VACATION LEAVE	21
ARTICLE XII - HOLIDAY LEAVE	23
ARTICLE XIII - SICK LEAVE	24
ARTICLE XIV - PAY DURING WORK-RELATED INJURY	
ARTICLE XV - HEALTH BENEFITS	
ARTICLE XVI - PERSONAL LEAVE	30
ARTICLE XVII - PAY DURING ABSENCE	31
ARTICLE XVIII - PERSONNEL FILES	
ARTICLE XIX - GRIEVANCE PROCEDURE	34
ARTICLE XX - SAFETY COMMITTEE	
ARTICLE XXI - DATA FOR FUTURE BARGAINING	37
ARTICLE XXII - BULLETIN BOARDS	38
ARTICLE XXIII - JOB POSTING	39
ARTICLE XXIV - JOB DESCRIPTIONS	40
ARTICLE XXV - DUES CHECK OFF	41
ARTICLE XXVI - MEETING ROOM	42
ARTICLE XXVII - PROBATIONARY PERIOD	43
ARTICLE XXVIII - FOR CAUSE	
ARTICLE XXIX - UNIFORMS AND EQUIPMENT	
ARTICLE XXXA - TUITION REIMBURSEMENT	46

ARTICLE XXXB - CERTIFICATION	48
ARTICLE XXXI - TERMINAL BENEFITS	49
ARTICLE XXXII - RELEASE TIME	50
ARTICLE XXXIII - SAVINGS CLAUSE	51
ARTICLE XXXIV - RETENTION OF BENEFITS	52
ARTICLE XXXV - CONTINUATION OF CONTRACT PROVISIONS	53
ARTICLE XXXVI - PROMOTIONS AND TRANSFERS	54
ARTICLE XXXVII - SENIORITY	55
ARTICLE XXVIII - LAY OFF, BUMPING AND RECALL	56
ARTICLE XXXIX - DISPATCHERS	57

### **PREAMBLE**

THIS AGREEMENT made between the TOWNSHIP OF MAHWAH, on this day of August in the year 2018, in the County of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union".

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I - RECOGNITION AND DEFINITIONS**

- A. The Township hereby recognizes the United Public Service Employees Union as the exclusive representative for the purpose of collective negotiations (the bargaining unit) on behalf of full time and permanent part-time employees of the bargaining union as set forth in the Certification of Representative issued by the State of New Jersey, P.E.R.C., July 8, 1991, Docket No.: RO-91-181.
- B. The Township hereby agrees that they shall immediately advise the Union of all new hires. When an employment opportunity exists in the bargaining unit, the Union will be notified and may refer applicants to the Township. All qualified applicants will receive an interview. Those employees who are hired to a title which is covered by the terms of this Agreement shall be informed by the Township of such.

C.

- 1. The positions of Assistant to Chief Financial Officer, Account Clerk Financial Department and Secretary of Human Services/Affordable Housing shall be included as employees of the Union.
- 2. The position of Administrative Officer shall be excluded from the employees of the Union.
- 3. The position of Dispatcher shall be divided into three (3) positions of Dispatcher:

  Junior Dispatcher (Class II), Intermediate Dispatcher (Class III) and Senior

  Dispatcher (Class IV). The parties will approve the job description for Junior

  Dispatcher, Intermediate Dispatcher and Senior Dispatcher. Upon completion of five

  years of full time service as a Junior Dispatcher (Class II), a Dispatcher shall move to

- an Intermediate Dispatcher (Class III). Upon completion often (10) years of full time service, a Dispatcher shall move to a Senior Dispatcher (Class IV).
- The position of Van Driver/Clerk shall be divided into the positions of Van Driver/Clerk (Class II) and a new position Senior Van Driver/Clerk (Class III).

  The parties will approve the job descriptions for Van Driver/Clerk and Senior Van Driver/Clerk.
- 5. Part time Board Secretaries paid less than \$4,000 per year shall be exempt from union membership.
- 6. The Deputy Tax Collector and the Deputy Court Administrator positions shall be Class 3 positions until such time as the employee obtains certifications. Upon certification, the position shall be a Class 4 position. The Deputy should either be certified at the time of hire or would be required to become certified within two (2) years for the Deputy Tax Collector and five (5) years for Deputy Court Administrator.
- 7. The Property Maintenance/Zoning Inspector shall be a Class 2 Position.
- D. The covered job classifications shall be as set forth on the attached Schedule C.

## ARTICLE II - TERM

This Agreement shall be in force from January 1, 2018 through December 31, 2021.

## ARTICLE III - NO STRIKE OR LOCKOUT PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Township.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In event of a strike, slowdown, walkout or job action, it is covenanted and agreed that a participation in any such activity by a Union member shall entitle the Township to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.
- F. There shall be no lockouts of the employees by the Township.

### **ARTICLE IV - MANAGEMENT RIGHTS**

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Township government. Except as otherwise provided herein, the Township retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Township by the terms of this Agreement shall be made the subject of a grievance.

#### **ARTICLE V - AGENCY SHOP**

- A. Every full-time or permanent part-time employee has the expressed option to join the Union. Any employee who decides not to join the Union within thirty (30) days of his/her initial employment with the Township, and any permanent full-time or permanent part-time employee previously employed within the unit who does not join the Union within ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction as is provided for under N.J.S.A. 34:13A-5.5. Employees who endorse an additional payroll deduction for the United Public Service Employees Union, Special/P.A. Account shall have the deduction made and forwarded to the Union in a separate check, payable to the United Public Service Employees Union Special/P.A. Account.
- B. The representation fee shall be as set forth under N.J.S.A. 34:13A-5.5(b) which provides that the representation fee shall be equivalent to the regular membership dues, initiation fees, and assessments charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only members. In no event may the fee exceed 85% of the regular dues, fees and assessments. The Union shall provide the Township with notice and certification of the dues to be deducted from payroll.
- C. The Union may revise its certification at any time to reflect changes in regular Union membership dues, fees and assessments. These dues, fees and assessment shall take into account the Union's previous year expenditures. Employees who pay a representation fee in lieu of dues may obtain a review of the Union's expenditures and have the right to appeal said representation fee before a tri-partite Appeal Board established by the Public Employment Relations Commission pursuant to N.J.S.A. 34:13A-5.6.

- D. Any Township employee who has representation fees deducted from his/her pay shall have the right, as set forth under N.J.S.A. 34:13A-5.5(c), to demand and receive from the Union a return of any part of that fee paid which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward cost of any other benefits available only to members of the Union.
- E. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union shall remain the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Township.
- F. The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, losses, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

# ARTICLE VI - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex, sexual orientation or national origin or other protected class.

#### ARTICLE VII - WORK SCHEDULE AND OVERTIME

A. The normal work week for all inspectors, van drivers, clerical and secretarial employees shall consist of a thirty-five (35) hour week, seven (7) hours per day, Monday through Friday (1,820 hours per year). One hour of unpaid lunch per work day will be permitted to all employees. Inspectors, van drivers, clerical and secretarial employees shall, as authorized by the Township, be entitled to overtime pay at their straight time rate for all hours in excess of thirty-five (35) and less than or equal to forty (40) hours. Inspectors, van drivers, clerical and secretarial employees shall, as authorized by the Township, be entitled to overtime pay at the rate of one and one-half (1-1/2) times their straight time rate for all hours in excess of forty (40) hours. On Sundays and holidays said employees, as authorized by the Township, shall receive (2) times their straight time rate.

### B. Dispatchers

#### See Article XXXIX

C. Employees have the option of taking compensatory time in lieu of overtime, provided the employee submits a request to his/her Department Head within five (5) days after said overtime period. The Business Administrator retains the right to reject such requests, however, they will not be unreasonably denied. The Business Administrator's decision shall be returned within seven (7) days of receipt. If a decision is not forthcoming within this time frame, then the employee shall be entitled to one-half (1/2) the overtime as compensatory time. Compensatory time, when granted must be scheduled and used in the calendar year it is earned or within two (2) weeks, whichever is greater.

D. Recall: Effective January 1, 2001 employees who are recalled to work after completion of their regularly worked hours shall be paid double (2X) their straight time hourly rate or a minimum of two (2) hours pay, whichever is greater.

#### E. Overtime Equalization

- In addition to the work day and work week which has been delineated herein, it is
  expected that each employee will be available for a reasonable amount of
  overtime. Overtime will be equalized wherever applicable, by a cumulative
  system.
- In order to establish notice, uniformity and a balanced rotation, the Township will establish and post on or about January 1st of each year a list of all employees per department which ranks all employees by department in order of descending seniority.
- 3. When opportunities for overtime work arise, the Township shall initially contact and offer overtime to the most senior employee first and thereafter, each employee in descending order of seniority until the Township has fulfilled its overtime requirement.
  - (a) Any employee who refuses or is not available to work overtime shall have his/her overtime record charged with the hours worked by the person taking the assignment and said employee shall be placed as such on the rotation.
- 4. When subsequent opportunities for overtime work arise, the Township shall contact and offer overtime to the most senior employee with least amount of charged overtime first and thereafter, each employee in descending order of seniority with

- equal to or greater charged overtime until the Township has fulfilled its overtime requirement.
- 5. Should the Township exhaust the overtime list without fulfilling its staffing requirement then, the Township shall have the authority to demand that the least senior employee(s) with the least amount of charged overtime report to work.
- 6. An overtime schedule that shows the cumulative hours of overtime will be made available within each Department and updated no less than monthly.

## **ARTICLE VIII - SALARIES AND WAGES**

#### A,

- 1. Each employee covered by this Agreement shall receive a wage increase. The attached Schedule A sets forth a wage guide which increases with the negotiated rate and that enables all covered employees to reach the top wage of their title in a structured time frame.
- 2. Salary Increases as follows:

Year	Salary within Step	Percentage Increase to Step	Flat Dollar Amount added to Base Pay of Employee
2018	Less than \$50,000	1%	\$350
	More than \$50,000	1%	\$250
-	Off Guide	2%	\$250
			Including J
2019	Less than \$50,000	1%	\$275
· · · · · · · · · · · · · · · · · · ·	More than \$50,000	1%	\$225
	Off Guide	2%	\$225
			Not Including J*
2020	Less than \$50,000	1%	\$100
Contract of	More than \$50,000	1%	\$0.00
*	Off Guide	2%	\$0.00
· · · · · · · · · · · · · · · · · · ·			Not Including J*

2021	Less than \$50,000	0.5%	\$0.00
•	More than \$50,000	0.5%	\$0.00
4 4	Off Guide	2%	\$200
	¥ 1	7.5	Including J

<sup>\*</sup>Increases will be paid to those on "J"-the increase will not be placed on the "J" step.

#### B. Salary Level Guide

- 1. The implementation of this Guide will not reflect the employee's years of service or experience but will instead slot the employee on the Guide to the closest salary level in order that the employee will not be in a worse financial position.
- 2. The Salary Guide (Schedule A) consists of ten (10) levels which will move each year in proportion with the negotiated wage increase rate subject to the provisions of paragraph A, above.
  - a. Newly hired employees: Newly hired employees will receive their first step increase on their 1<sup>st</sup> anniversary of hire. Thereafter, they will receive their increase on January 1<sup>st</sup> of each year.
  - b. Current employees: All employees will receive their first step increases on
     January 1<sup>st</sup> of each year except newly hired as outlined above and below.
    - c. Advancement to new class or step:
  - (1). Employees who advance to a new class or step on or after July 1, employees will wait one year until their anniversary date of advancement for their next step.

- (2). Employees who advance to a new class or step prior to July 1, employees will advance for the next step the upcoming January 1. Subsequent steps thereafter will occur on January 1.
- (3). Employees who advance multiple classes or steps will wait one year until their anniversary date of advancement for their next step.
- 3. Those employees whose current salary level exceeds the top level of the Guide will be considered "off-guide" and these employees shall receive wage increases only as per the negotiated rate. Once the current employees who are designated as "off-guide" leave the employ of the Township, the "off-guide" designation will cease to exist.
- 4. Each year each employee who is on the Salary Guide will receive a written performance evaluation from his/her Supervisor(s).
- 5. Should the employee receive a satisfactory written performance evaluation or if no written review is provided by his/her Supervisor(s), the employee will advance one (1) level on the Guide and be entitled to and receive the full wage increment increase allotted that Level, unless a written extension is requested by the Township. All wage increases shall be retro-active to the employee's anniversary date.
- 6. Should the employee receive an unsatisfactory written performance evaluation by his/her Supervisor(s), the employee will advance one (1) level on the Guide however, the Supervisor(s) may recommend to the Township that the employee should be entitled to and receive one-half the salary increment of that level.

- 7. The Township has the right to impose this restriction on a non-cumulative basis, each year that the employee's Supervisor(s) recommend such based on an unsatisfactory performance evaluation.
  - (i.e.) An employee is currently on Level C and had received an unsatisfactory evaluation from his Supervisor. The Township acted upon the Supervisor's recommendation and only authorized the employee to receive one-half (1/2) of salary increment established for Level C. On that employee's next anniversary he again receives an unsatisfactory evaluation. Based solely on his years of service he advances to Level D on the Guide, however, because of the unsatisfactory review the Township authorizes him to receive only one-half (1/2) of salary increment established for Level D.
- 8. Every employee who is evaluated by his/her Supervisor and receives a written unsatisfactory evaluation which results in a reduction of their wage increase may appeal to the Township's Business Administrator within ten (10) business days of such notice. The Business Administrator shall provide, in a timely manner, a forum whereby the appealing employee may present his/her formal objection. At the Business Administrator's sole discretion, the employee's Supervisor(s) may or may not be in attendance. The Business Administrator shall listen to the employee's objection(s) and make every good faith effort to ascertain the facts.
- 9. The Business Administrator shall within fifteen (15) business days provide the employee with a written determination. The employee may appeal this determination through the grievance procedure set forth under Article XIX.

- 10. Should an employee's poor performance continue, the Township is required to provide continuous notice to that employee and that employee is subject to further disciplinary procedures.
- 11. Prior to hiring a new employee above the entry level salary, the Township will advise, the Union of its intention to hire a new employee above the entry salary level and will state the reasons for such hiring. The Union may comment on the hiring and the Township shall consider such comments. However, the Township in its sole discretion may nonetheless proceed with the hiring except that the salary level of the new employee shall not exceed the current salary of any existing employee in the same job category in the same department.
- 12. Permanent Part Time Employees shall receive the same annual percentage increases as set forth in Section A.2(b) and A.2(c).

#### C. 24 Pay Dates

There shall be twenty four pay dates per year on the 15<sup>th</sup> and the 30<sup>th</sup> (or last day of February) each month. If the pay date is Saturday or Sunday, payment will be on the preceding Friday. If the pay date is on Friday, and falls on a holiday then payment will be the preceding Thursday. If the pay date is a holiday on a Monday, payment will be made on the prior Friday.

### **ARTICLE IX - LONGEVITY**

A. Full-time Township employees of the Union shall be entitled to and receive longevity compensation upon start of his/her year of service, as per the following schedule:

One to Four Years of Service			\$0
Five Years of Service			\$ 300
Six Years of Service	355		\$ 375
S even Years of Service		= 2	\$ 450
Eight Years of Service			\$ 525
Nine Years of Service		20	\$ 600
Ten Years of Service		×	\$ 675
Eleven Years of Service			\$ 750
Twelve years of Service		4.5	\$ 825
Thirteen Years of Service	5.		\$ 900
Fourteen Years of Service		45	\$ 975
Fifteen Years of Service			\$1050
Sixteen Years of Service	ā		\$1125
Seventeen Years .of Service	8		\$1200
Eighteen Years of Service			\$1275
Nineteen Years of Service		i.	\$1350
Twenty Years of Service	75		\$1425
Twenty-One Years of Service		¥3	\$1500
Twenty-Two Years of Service		·	\$1575
Twenty-Three Years of Service		6	\$1650
Twenty-Four Years of Service		4	\$1725 -
Twenty-Five Years of Service	Ÿ		\$1800

B. Should an employee be employed beyond twenty-five (25) years of service said employee shall receive the same annual longevity increase of \$75.00 in additional to the previous year's longevity payment.

- C. Longevity compensation shall be paid for continuous service. It shall be considered a break in service when an employee resigns or is terminated from service with cause. An employee who is laid-off or on an excused leave of absence or changes to part time status remains in continuous service of the purpose of this provision.
- D. All covered, full-time employees who are not subject to the Salary Level Guide ("off-guide") as of January 1, 1997 shall be entitled to and receive two (2%) percent of the employee's base wage rate for that year upon the start of his/her year of service plus the difference if any, between the employee's longevity amount had he/she continued to receive longevity payments and two (2%) percent of their base wage rate.
- E. Once all of the covered, full-time employees who are not subject to the Salary Level Guide ("off-guide") have left the employ of the Township of Mahwah percentage longevity payments as set forth in Sections D shall cease.
- F. Employees hired on or after January 1, 2019 shall not be afforded longevity.

#### **ARTICLE X – PRORATING**

Employees who resign or retiree shall receive the following leave time:

#### 1. Vacation Time:

- a. Employees hired before 2009 shall receive the previous year's banked time as well as the full year's allotment for the year in which they are leaving.
- b. Employees hired after 2009 shall receive the previous year's banked time, but the current year shall be prorated based on when the resignation/retirement occurs.
  - 2. Personal and Floating Holiday:
    - a. Personal time shall be prorated in the final year of service.
- b. The floating holiday must be paid out if not taken prior to resignation/retirement.

#### **ARTICLE XI - VACATION LEAVE**

- A. Vacation leave is earned and calculated as of January 1st of any year for full-time employees.
- B. Vacation benefits are as follows:
  - 1. Newly hired employees who have not completed one (1) full year of employment with the Township shall be granted, during that first year, one (1) day of vacation for each full month employed, but in no event shall such employee be granted more than ten (10) working days of vacation for the first year. These accumulated vacation days shall be granted to all full-time employees the following year, and so on until the termination of employment of the employees. The following schedule sets forth vacation earned January 1st after each full year of service.

One to Four Years of Service	9					10
Five Years of Service		35	-		2	15
Six Years of Service				\$6		16
Seven Years of Service						17
Eight Years of Service						18
Nine Years of Service						19
Ten Years of Service			 		-	20
Eleven Years of Service						<b>2</b> 1
Twelve years of Service						22
Thirteen Years of Service						23
Fourteen Years of Service						24
Fifteen Years of Service						25

- Vacations maybe taken in individual days or in full weeks, subject to the approval of the Department Head or designee.
- C. Vacation time which is not taken within the calendar year in which it is earned must be taken prior to December of the following year.

- D. Scheduling of all vacation time shall be subject to the approval of the Department Head or designee, and employees with greater seniority within the Department will be given preference in the selection of vacation periods in cases of conflict.
- E. Permanent part time employees are eligible for vacation leave on a prorated basis.

## ARTICLE XII - HOLIDAY LEAVE

A. The Township agrees to furnish the following holidays with pay to all permanent full-time employees covered by this Agreement:

	The same of the sa
New Year's Day	Christmas Eve
Martin Luther King's Day	Christmas Day
President's Day	Labor Day
General Election Day	Lincoln's Birthday*
Good Friday	Armistice/Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving

## Note: \* Floater Holiday.

- 1. Floating holidays are to be taken at the discretion of the employee except if the chosen day interferes, in the Employer's sole discretion, with the Township's ability to effectively run its operation. However, the Township must provide the employee sufficient discretionary time during the year to use this holiday time.
- B. Any holiday falling on a Saturday shall be celebrated on the immediately preceding Friday, and any holiday falling on a Sunday shall be celebrated on the immediately succeeding Monday.
- C. If an employee works on a holiday, he/she shall receive overtime compensation therefore as stated in the Article entitled "Work Week and Overtime".
- D. Conflicts in holiday schedules shall be determined by seniority.
- E. Permanent part time employees are eligible for prorated holiday pay if a holiday falls on a day when the employee would have worked a regular day.

#### <u>ARTICLE XIII - SICK LEAVE</u>

- A. Full-time employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year, or one and one-fourth (1-1/4) days per month for each full month of employment. In the first year of employment, employees shall be entitled to one and one-fourth (1-1/4) days of sick leave per month for each full month of employment. An additional ninety (90) days of sick leave may be allotted over the course of an employee's tenure for a major operation or illness, after the employee has served thirty (30) consecutive months. The additional ninety (90) days, as heretofore mentioned, or any part thereof, must first be approved by the Township Council.
- B. The Department Head or designee may, at his/her discretion, require a doctor's note when the employee is out for three (3) or more consecutive days.
- C. Sick leave can be accumulated without limit during each employee's length of service,
- D. The Township shall keep a record of each employee's accumulated sick leave and shall make available to each employee his or her record for inspection.
- E. In the event that an employee retires, is laid-off or expires prior to using all the sick days they accrued during their employment, the Township shall pay one-half (1/2) of the employee's accrued sick time up to a maximum of ten thousand (\$10,000) dollars to the employee, employee's estate, surviving spouse or civil union partner. Employees eligible for accumulated sick leave and hired on or after May 21, 2010 shall not be afforded payment and /or compensation for accumulated sick leave except for at the time of retirement from a State-administered or locally administered retirement system based upon the leave credited on the date of retirement pursuant to N.J.S.A. 40A:9-10.4.
- F. Accumulated sick leave shall not be available to any employee who is separated from service for cause.

G. Permanent part time employees shall accumulate sick leave on a prorated basis.

# ARTICLE XIV - PAY DURING WORK-RELATED INJURY

- A. Where a permanent full-time employee covered under this Agreement suffers a work-related injury or disability, the Township shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Township.
- B. The employee may be required to present evidence by a certificate of a responsible physician that he/she is unable to work and the Mayor and Council may reasonably require the said employee to present such certificates from time-to-time.
- C. For the purpose of this Article, injury or illness incurred while the employee is attending a Township-sanctioned training program shall be considered in the line of duty.

### **ARTICLE XV - HEALTH BENEFITS**

A. The Township shall continue to provide the same health and dental insurance benefits for all permanent full-time end part-time employees as those provided to the members of the Mahwah Policemen's Benevolent Association with the following deductibles effective January 1, 2000:

1. Individual

\$150.00

2. Family

\$45,0.00

The maximum dental coverage per year is \$1,000.00 per covered person. Effective June 26, 2018, or as soon as practicable by the Township of Mahwah, all employees shall be moved to Mahwah Plan D. If an employee and said employee's spouse are both employed by the Township of Mahwah at the same time then both shall not be eligible to receive primary health care benefits through the Township of Mahwah as an Employer. Only (1) spouse shall be eligible.

B. Effective January 1, 2018, the Township will pay up to a maximum of two hundred fifty (\$250.00) dollars per employee (active employees only, not current retirees) per calendar year for the cost of eyeglasses and/or eye examination and if not used, may be carried over to the next year. An employee may only carry over the immediate past year to the following year for a maximum of five hundred (\$500) dollars over a two (2) year cumulative period. Effective January 1, 2019, the Township will pay up to a maximum of four hundred fifty (\$450) dollars per employee (active employees only, not current retirees) per calendar year for the cost of eyeglasses and/or eye examination and if not used, may be carried over to the next year. An employee may only carry over the immediate past year to the following year for a maximum of nine hundred (\$900) dollars over a two (2) year cumulative period. Employee per calendar year prorated from start date to resignation date for the cost of eyeglasses and/or eye examination. If not used, the remaining

balance may be carried over to the next year. Optical reimbursements shall be paid within thirty (30) days of submission of receipt. Upon retirement, the optical reimbursement shall cap at its current rate.

- C. 1. The Township agrees to adopt by Resolution and/or Ordinance, provisions as required by the State of New Jersey Legislature under N.J.S.A. 40A:10-23 which will provide pursuant to this Statute, that the Township will assume the entire cost of the above health insurance coverage on a family plan basis for any employee who retires from the Township of Mahwah after 25 years of service. The Township shall also provide for surviving spouse health benefits for employees who retire with health insurance coverage after 25 full time years of service.
- 2. Employees who retire after twenty-two (22) years of full time service with the Township of Mahwah and are at least sixty five (65) years of age at the time of retirement shall be eligible for the retiree health coverage described in the preceding paragraph. In addition to the prior eligibility requirements for retiree health benefits, for an employee(s) to qualify for retiree health benefits, employee(s) must be enrolled and active in health and dental benefits during their final year of employment. Employees who waive health and dental benefits during the final year of employment will not qualify for retiree health benefits.
- D. The Township will continue to cover any physical examinations or procedures presently mandated under the ACA regardless of modifications in the ACA.
- E. Health Care.

Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011. The Employer may change insurance carriers at its option, with equal or better coverage and benefits provided.

# Chiropractic.

- 1. Maximum number chiropractic visits per calendar year 30.
- F. The Township shall implement a Section 125 payroll deduction plan.

## ARTICLE XVI - PERSONAL LEAVE

- A. Each permanent full-time employee shall be entitled to four (4) personal leave days with pay each year of this Agreement. Employees shall not have to advise their Department Head of the reason for such personal leave day.
- B. Employees must give their Department Heads or designee notice of their intention to take personal leave as soon as practicable and must receive approval from the Department Head or designee which shall not be unreasonably withheld.
- C. Personal leave days may not be accrued.

## ARTICLE XVII - PAY DURING ABSENCE

#### A. Bereavement Leave

- 1. Permanent, full-time employees shall be entitled to five (5) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse, civil union partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren of the employee; grandparents or grandchildren of the employee's spouse; persons living in the household of the employee.
- 2. Permanent, full-time employees shall be entitled to two (2) working days leave with pay to attend the funeral of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, niece or cousin of the first degree.
- 3. Permanent, part-time employees shall be afforded bereavement leave benefits. The permanent part time employees shall be entitled to leave for a period of consecutive days starting with the day of death commensurate with the length of time afforded to permanent full time employees. Such permanent part time employees shall be excused with pay only for any time they were scheduled to work during the bereavement period.

## B. <u>Leave of Absence</u>

Request for personal or any type leave(s) of absence shall be made on a form prescribed by the Business Administrator. Such request, whenever possible, shall be made far enough in advance to permit approval and, at the same time, permit coverage for the particular employment so that municipal services shall not suffer. When an employee is absent from work because of illness for more than three (3) consecutive days, the Department Head may require the employee to submit a certificate from his/her physician relating to his/her illness. The Business Administrator or Department Head, at his/her discretion, may require the employee to submit a physician's certificate

for absences of more than three (3) days. In the case of a chronic or recurring illness causing an employee periodic or repeated absence of one (1) day or less, the Business Administrator and Department Head may require one (1) medical certificate for every six (6) month period.

## C. Military Duty Leave

If the employee has full-time employee status, a leave of absence shall be provided in accordance with applicable law.

## ARTICLE XVIII - PERSONNEL FILES

The Business Administrator shall maintain adequate personnel records for each employee of the Township. Such records should include dates of appointments and promotions, job titles, salaries, commendations, disciplinary actions, leave of any type taken and accumulated, merit ratings and the like. The burden of proof shall be on the employee to prove date of employment. Records obtained by employees from Social Security or Township minutes shall be deemed positive proof of starting date of employment.

Employees shall have the right to view their personal files with an appointment.

### <u> ARTICLE XIX - GRIEVANCE PROCEDURE</u>

A. Definition: The term, "grievance", as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual employee, group of employees, or the Association.

### B. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

## STEP ONE: (DISPATCHERS AND POLICE DEPARTMENT PERSONNEL ONLY)

The moving party shall present the grievance in writing signed by the aggrieved to the immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved resolve the matter. The immediate supervisor shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his/her decision. Step One shall be applicable for Dispatcher and Police Department personnel titles only. All other job titles shall commence the grievance procedure at Step Two.

### STEP TWO: (STEP ONE ALL OTHER JOB TITLES)

If a grievance is not resolved at <u>STEP ONE</u>, the moving party may, within five (5) working days of receipt of the answer in <u>STEP ONE</u>, submit the written grievance to the Department Head, who shall give his/her answer within five (5) working days of the presentation of the grievance in <u>STEP TWO</u>.

#### STEP THREE:

If a grievance is not resolved at <u>STEP TWO</u>, the moving party may, within five (5) working days of receipt of the answer in <u>STEP TWO</u>, submit the written grievance to the Business Administrator, who shall give his/her answer within five (5) working days of the presentation of the grievance in <u>STEP THREE</u>.

#### STEP FOUR:

If a grievance is not resolved at <u>STEP THREE</u>, the moving party may, within five (5) working days of receipt of the answer in <u>STEP THREE</u>, submit the written grievance to the Township Council, who shall give their answer within five (5) working days of the presentation of the grievance in <u>STEP FOUR</u> for disciplinary grievances and within fourteen (14) working days of the presentation of the grievance in <u>STEP FOUR</u> for non-disciplinary grievances.

#### STEP FIVE:

If a grievance is not resolved at Step Four (4), the Union or Township may, within five (5) working days of receipt of the answer in Step Four (4), submit the written grievance to the Arbitration process through the Public Employment Relations Commission (P.E.R.C.). The decision of the Arbitration shall be final and binding upon the parties and shall be in writing, setting forth the finding of facts, reasons and conclusions on the issue(s) submitted. In the event the submission of any matter for arbitration as herein provided, the Arbitrator shall have no right or power to alter or modify the terms of this Agreement. The cost of the Arbitrator and expenses shall be borne by the losing party.

### **ARTICLE XX - SAFETY COMMITTEE**

The Union may appoint a committee not to exceed three (3) persons, to meet with the Township's representatives as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

## **ARTICLE XXI - DATA FOR FUTURE BARGAINING**

- A. The Township agrees to make available to the Union, all relevant data the Union may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to, such items as salaries, benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Township shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

## ARTICLE XXII - BULLETIN BOARDS

The Township will provide a bulletin board in a non-public area of the Township Hall, Public Works Building and the Police Station, respectively, for the sole use of the Union. These bulletin boards shall be used only for notices pertaining to Union business. It shall be the responsibility of the Union representatives to supervise the posting of notices which shall not include any political endorsements or political material.

### **ARTICLE XXIII - JOB POSTING**

A. The Township shall post in all places as designated under Article XXII, notices of job vacancies, openings and promotional opportunities for titles covered by the White Collar bargaining unit, which shall include the title, department, and salary for a period of ten (10) working days prior to the Township advertising the said position to the general public.

- B. All qualified employees will receive an interview.
- C. The Township shall submit to the Union copies of job postings. When job vacancies are filled, the Township shall submit to the Union a copy of the successful employee's name and salary.

## **ARTICLE XXIV - JOB DESCRIPTIONS**

The Township shall provide the Union with job descriptions for each position/title held by an Employee/member. Any modification or revision in an Employee's job description which would substantially alter the duties and responsibilities of that position/title must be negotiated with the Union.

### ARTICLE XXV - DUES CHECK OFF

- A. The Township agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the employer's Treasurer, who shall submit same to the Union at regular intervals, no less than monthly.
- B. Notwithstanding anything to the contrary in this Article, the Township shall have no obligation to make dues deductions until and unless it receives the signed authorization form from the employee in accordance with the Union Authorization Form.
- C. The Township shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Township written notice authorizing the deductions of dues, fees and assessments from the employee's pay the maximum amount permitted by law in lieu of dues and shall forward the amount to the Union at regular intervals, no less than monthly. The Union shall provide the Township with written certification on at least an annual basis as to the sum to be deducted in lieu of dues.
- D. The Union agrees to indemnify and hold harmless for any claim or action commenced by an employee against the Township which arises out of the aforesaid deductions under this Article, provided that the claim does not arise out of negligence of the Township.

## **ARTICLE XXVI - MEETING ROOM**

The Township shall provide a meeting room once a month for use by the Union.

### ARTICLE XXVII - PROBATIONARY PERIOD

- A. All employees shall serve a probationary period of one hundred eighty (180) days. At the expiration of probationary period, the Mayor in consultation with the Business Administrator and/or Department Head may discontinue the service of any such employee, if in their opinion, the employee is unwilling or unable to perform the duties of his/her position in a satisfactory manner or if the employee is of such reputation and habits as not to merit continuance in the service of the Township. In every case, the Business Administrator shall notify the employee in writing of said discontinuance and of the reason.
- B. A one hundred eighty (180) day probationary period shall also pertain to any employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.

## **ARTICLE XXVIII - FOR CAUSE**

The Mayor and Council may discipline an employee with just cause for a violation of the Rules and Regulations of the Township. Such discipline shall be by written complaint with Notice of Charges and an opportunity for a hearing not less than ten (10) days nor more than thirty (30) days from the date of the incident or cause.

## ARTICLE XXIX - UNIFORMS AND EQUIPMENT

- A. The Township shall continue to provide uniforms and related equipment to all Police Dispatchers. This issue shall consist of three (3) winter uniforms and three (3) summer uniforms annually.
- B. All Police Dispatchers shall receive the same dry cleaning benefits as P.B.A. employees.
- C. All furniture and equipment utilized by Union employees shall be reasonably ergonomically correct for the duty performed.
- D. Inspectors in the Department of Inspections shall continue to receive safety shoes and rain gear in accordance with current practice.
- E. Inspectors in the Board of Health shall continue to receive safety shoes and rain gear in accordance with current practice.
- F. Van Drivers shall continue to receive winter/rain gear in accordance with current practice.
- G. Property Maintenance/Zoning Inspector shall continue to receive safety shoes and rain gear in accordance with current practice.

#### **ARTICLE XXXA - TUITION REIMBURSEMENT**

- 1 A. The Township will provide a Tuition Refund Program to employees who have successfully completed one (1) full year of employment and who are on active payroll from the time of pre-approval of the requested courses through the payroll period in which payment is made.
- 1B. To be eligible for the tuition refund program, obtaining a degree must be a mandatory requirement for the employee's current position.
- 2. Courses eligible for approval are those taken at a licensed accredited post-high school institution. Course must be directly related to the employee's present position and approved by the Township Administrator. Only courses through the Baccalaureate level will be covered. Post graduate courses are not covered. Foreign language courses are covered. Courses required for completing an Associates or Bachelor's degree which are not directly related to employee's current position in the Township will be covered only if the employee is a matriculated student and the said courses are required by the educational institution as part of their core curriculum.
- 3. Cost of tuition, registration and laboratory fees are reimbursable. Books, travel, and non-essential fees, such as student activity fees, are not covered.
- 4. Reimbursement rates are limited to the current year per undergraduate credit hour at Rutgers State University, with a limit of six (6) credit hours per semester and fifteen (15) credit hours per year.
- 5. Reimbursement is contingent upon successful completion of the course as evidenced by a certificate or grade report. This shall be defined as a final grade of "C" (2.0) or better, or a "pass" in a pass-fail program, Official grade reports and copies of paid receipts must be submitted along with a copy of the Township's pre-approval form before reimbursement can be made.

6. Employees who receive reimbursement will be required to sign an agreement which sets forth that they will not leave the employ of the Township for a period of time equal to the number of full years that the employee participated in the tuition reimbursement program. Should the employee leave prior to fulfilling this time requirement, the employee will be required to reimburse the Township in accordance with the below schedule:

Within the first year of completion of the course curriculum Within two years of completion of the course curriculum Within three years of completion of the course curriculum Within four years of completion of the course curriculum	3 7	100% 75% 50%
tour years of completion of the course curriculum	-	25%

### ARTICLE XXXB - CERTIFICATION

When an employee obtains or is promoted to a position and the Township requires a certification and/or schooling, the Township will send the employee to the requisite school. If the course is offered during work hours, the employee shall be permitted to attend with no loss of pay. If the employee must attend during off hours, Monday – Friday, the employee will be credited with one (1) hour of CTO time per week for each week of schooling attended. If the class time is only offered on Saturday or Sunday the employee will be credited with the actual amount of class time. Currently only two positions require certification.

## **ARTICLE XXXI - TERMINAL BENEFITS**

All salary, compensation and benefits earned and accrued by a permanent, full-time employee shall be paid to his/her estate upon such employee's demise.

### ARTICLE XXXII - RELEASE TIME

In order to provide for the handling of grievances and related matters, two (2) Shop Stewards or their designee shall be released from his/her job duties with no loss of pay for reasonable periods of time. The Township shall permit the two shop stewards of the Union or any one Union member designated by the shop stewards, leave with pay not to exceed three (3) calendar days in one (1) calendar year for the purpose of attending to Union business, which may include seminars, conferences, conventions and internal Union business.

### **ARTICLE XXXIII - SAVINGS CLAUSE**

- A. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be held to be invalid the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

## **ARTICLE XXXIV - RETENTION OF BENEFITS**

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to Mahwah Municipal employees which are not specifically set forth in this Agreement shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement. Unless a contrary intent is expressed in this Agreement; all existing benefits, rights, duties, obligations of employment applicable to any employee pursuant to any rules, regulations, instructions, directive, memorandum statute or otherwise shall not be limited, restricted impaired, removed or abolished.

# ARTICLE XXXV - CONTINUATION OF CONTRACT PROVISIONS

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective. Annual step guide movement will continue beyond the stated expiration date until a successor agreement can be reached.

### **ARTICLE XXXVI - PROMOTIONS AND TRANSFERS**

A. Employees who are promoted to a position in a higher classification shall receive a wage increase. The new salary shall be determined by locating the employee's current salary in the new classification and then going up one step.

#### B. Temporary Job Openings:

Temporary job openings are defined as a job which is vacated due to vacation, illness, accident, authorized leave of absence or other similar reasons, Temporary job openings will be filled at the discretion of the Township by seniority with people from within the Bargaining Unit. Employees working within a temporary job opening shall receive a \$40.00 per day increase for all time worked over fifteen (15) work days and must receive the prior approval of the Township Administrator.

C. In the event an employee is the subject of a transfer to a job/title which is covered by the Blue Collar Collective Bargaining Agreement or White Collar Collective Bargaining Agreement then, the terms and conditions of said transfer shall be negotiated prior to implementation of employment action.

## ARTICLE XXXVII — SENIORITY

- A. Each employee shall have a single, active seniority date. This date shall reflect the date the employee commenced continuous employment with the Township. Seniority shall be the main deciding factor in all employment actions except where otherwise indicated by this Agreement.
- B. Continuous service shall be calculated from initial employment or reemployment following a break in service.
- C. A break in service consists of:
  - 1. Voluntary Resignation.
  - 2. Discharge for Just Cause.

### ARTICLE XXVIII - LAY OFF, BUMPING AND RECALL

- A. In the event of a reduction in the workforce the last employee hired shall be the first employee laid off. Seniority shall be the governing factor. An employee who is to be laid off shall be given two (2) weeks notice by the Township.
- B. All employees laid off due to lack of work shall in the case of recall be recalled in the reverse order of their layoff, i.e., the last employee laid off shall be the first recalled. Seniority shall be the governing factor.
- C. Employees affected by a layoff shall be allowed to exercise bumping privileges on all jobs held by employees of lesser seniority provided they have the qualifications to perform the job.

### ARTICLE XXXIX — DISPATCHERS

- A. 1. The normal work week for a total of two (2) floating Police Dispatchers shall consist of a forty (40) hour work week, eight (8) hours per day, Monday through Saturday.
- 2. There shall only be two floating eight (8) hour shifts. They shall follow service time and grade.
  - 3. There shall be no shift change without 24 hour notice (barring emergent needs).
- 4. The floating Police Dispatchers shall, as authorized by the Township, be entitled to overtime pay at the rate of one and one-half (1-1/2) times their straight time rate for all hours in excess of forty (40) hours.
- 5. If a floating Police Dispatcher is called in to work on a Sunday or Holiday, the employee, as authorized by the Township, shall receive two (2) times his/her straight time rate and or compensatory time off at management's option.
- 6. The floating Dispatchers will have every contract holiday off in accordance with the holiday provisions for white collar employees.
- 7. The 40 hour shift option shall be opened up once a year on January 1 based on seniority starting with the most senior member.
- 8. Dispatchers as per the current practice will continue to increase class by the following progression:
  - Junior Dispatcher (0-5 Years) = Class 2
  - Interim Dispatcher (5-10 Years) = Class 3
  - Senior Dispatcher (10-15 Years) = Class 4
  - Senior Dispatcher, Class 5 (15+ Years) = Class 5
- B. 1. Police Dispatchers assigned to a squad shall have a "36/48 split work week" subject

to continuation of the P.B.A. 12 hour shift schedule. If the P.B.A. changes from the 12 hour shift schedule, the parties agree to discuss changes to the Police Dispatcher Schedule. Employees may not be required to work more than 14 hours in any 24 hour period except in emergencies.

- 2. The 12 hour Police Dispatchers who work the 6:30 P.M. to 6:30 A.M. shift shall be entitled to an additional one dollar (\$1.00) on their straight time hourly rate.
- 3. The 12 hour Police Dispatchers shall, as authorized by the Township, be entitled to overtime pay as per the current contract.
- 4. If a 12 hour Police Dispatcher regularly scheduled to be off is called in to work on a Sunday or Holiday, the Employee shall receive two (2) times his/her straight time rate.
- 5. The 12 hour Police Dispatchers will continue to work holidays in accordance with the current contract. A 12 hour Police Dispatcher may request to take a holiday off in accordance with current department policy.

#### C. Vacations.

No more than two Dispatchers can select the same vacation day or vacation week. If two Dispatchers have selected the same day for vacation, the Police Chief can deny the same day off to any other Dispatcher requesting the day off for any contractually permitted day off Dispatchers shall pick vacation based upon seniority among Dispatchers. Priority vacations must be selected by April 15.

#### D. Overtime.

Whenever a Dispatcher is out due to a contractual absence, including but not limited to sick day, personal day, death in the family, etc.; an attempt should first be made to cover that shift with another Full-time Dispatcher from the rotating list. If no other full-time dispatcher is available, a Per-diem Dispatcher should be called. If a Dispatcher is still not available to cover that shift, a

Police Officer may cover. When a Dispatcher calls in sick for a 6:30 a.m. Squad Shift, the Township shall first offer four (4) hours overtime to the Dispatcher completing the overnight shift. If the overnight Dispatcher declines, the Township may utilize a Police Officer to cover this four (4) hour time period.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

Kathrine G. Coviello, Clerk

William C. Laforet, Mayor

NEGOTIATION COMMUTEE

UNITED PUBLIC SERVICE

EMPLOYEES

By:

Fresident

Juentin West 8-23-18

### SCHEDULE "C" WHITE COLLAR 2018 - 2021

#### Class 1 Operator Clerk

Class 2 Property Maintenance/Zoning Official
Records Clerk
Senior Clerk
Van Driver/Clerk
Violations Clerk
Junior Dispatcher 0 – 5 Complete Years

#### Class 3 Control Person

Deputy Tax Collector w/o Certification
Deputy Court Administrator w/o Certification
Principal Accounts Payable Clerk
Principal Assessor Clerk
Principal Escrow/Soil Clerk
Principal Payroll Clerk
Principal Payroll Clerk
Records Technician
Intermediate Dispatcher 6 – 10 Complete Years

Class 4 Administrative Secretary/Registrar of Vital Statistics
Deputy Court Administrator with Certification
Deputy Tax Collector with Certification
Senior Dispatcher 11 – 15 Complete Years
Assistant to CFO

#### Class 5 Building Inspector

Environmental Health Specialist
Fire Inspector
Senior Dispatcher – 15 Complete Years

Class 6 Building Sub-code Official
Electrical Sub-code Official
Fire Sub-code Official
Plumbing Sub-code Official
Senior Environmental Health Specialist

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