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**A G R E E M E N T**

**B E T W E E N**

**TOWNSHIP OF DOVER, NEW JERSEY**

**A N D**

**THE DOVER TOWNSHIP BOARD OF FIRE COMMISSIONERS**

**DISTRICT NO. 1 AND DISTRICT NO. 2**

**A N D**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 97**

**JULY 1, 2000 THROUGH JUNE 30, 2003**

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**TABLE OF CONTENTS**

PREAMBLE .....	1
W I T N E S S E T H: .....	1
ARTICLE I - UNION RECOGNITION.....	1
ARTICLE II - COLLECTIVE BARGAINING PROCEDURE.....	1
ARTICLE III - CHECK OFF .....	2
ARTICLE IV - MANAGEMENT .....	3
ARTICLE V - NON-DISCRIMINATION.....	4
ARTICLE VI - MAINTENANCE OF WORK OPERATIONS .....	4
ARTICLE VII - MOVEMENT OF PERSONNEL .....	5
ARTICLE VIII - VISITATION AND BULLETIN BOARD .....	5
ARTICLE IX - EMPLOYEES SERVING AS UNION REPRESENTATIVES .....	6
ARTICLE X - SENIORITY .....	6
ARTICLE XI - HOURS OF WORK .....	7
ARTICLE XII - OVERTIME .....	9
ARTICLE XIII - CALL IN PAY.....	10
ARTICLE XIV - WAGES .....	10
ARTICLE XV - LONGEVITY .....	11
ARTICLE XVI - VACATIONS .....	13
ARTICLE XVII - HOLIDAYS .....	15
ARTICLE XVIII - PERSONAL LEAVE DAYS.....	16
ARTICLE XIX - SICK LEAVE .....	16
ARTICLE XX - DEATH IN FAMILY .....	18
ARTICLE XXI - MILITARY LEAVE .....	18
ARTICLE XXII - LEAVE OF ABSENCE .....	18
ARTICLE XXIII - INJURY LEAVE .....	19
ARTICLE XXIV - WORKMEN'S COMPENSATION.....	19
ARTICLE XXV - HOSPITAL AND MEDICAL INSURANCE .....	19
ARTICLE XXVI - SAFETY AND HEALTH .....	21
ARTICLE XXVII - RULES AND REGULATIONS.....	21
ARTICLE XXVIII - GRIEVANCES .....	22
ARTICLE XXIX - NEW EMPLOYEES.....	24
ARTICLE XXX - PROMOTIONS AND TRANSFERS .....	24
ARTICLE XXXI - CLOTHING ALLOWANCE .....	25
ARTICLE XXXII - JOB DESCRIPTIONS AND JOB TITLES .....	25
ARTICLE XXXIII - COPIES OF THE COLLECTIVE BARGAINING AGREEMENT .....	25
ARTICLE XXXIV - SAVINGS CLAUSE .....	26
ARTICLE XXXV - TERMINATION AND EXTENSION OF AGREEMENT .....	26
COMPLETENESS OF AGREEMENT.....	27
APPENDIX A.....	28
APPENDIX B.....	30



C. Employees of the Employer not to exceed one (1) employee per Department plus the Chief Steward who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments by the Employer, provided their absence would not seriously interfere with the operations of the Employer. Such absences from work assignments are to be considered as part of leaves granted pursuant to Article IX, paragraph B.

**ARTICLE III**  
**CHECK OFF**

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable).

B. The amount of monthly Union membership dues will be certified by the President or an International Representative of the Union in writing to the Employer of the Union. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a twenty (20) day period after such certification is received by the Employer.

C. The Union dues deducted from the employee's pay will be transmitted to the Secretary-Treasurer, Teamsters Local No. 97, 485 Chestnut Street, P.O. Box 3177, Union, New Jersey 07083, by check as soon as practicable after the period in which the deductions were made and will be accompanied by a list showing the names of all employees for whom the deductions were made. A copy of this material will be sent to the Local Treasurer.

D. The Union agrees that it will indemnify and save harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

E. Any new employee in the bargaining unit who does not join within ninety (90) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains 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 Employer. For the purposes of this provision, employees employed on a ten-month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or Court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

**ARTICLE IV**  
**MANAGEMENT**

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 (i.e. The Township of Dover, the Dover Township Board of Health and the Dover Township Boards of Fire Commissioners District No. 1 and District No. 2) 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.

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 Constitutional 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 ordinance, as amended.

**ARTICLE V**  
**NON-DISCRIMINATION**

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.
- B. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin or political affiliation.

**ARTICLE VI**  
**MAINTENANCE OF WORK OPERATIONS**

- 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 in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, work stoppage slowdown, walk-out or other job action against the Employer(s).
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, sick-out 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 the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Employer(s) 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 Employer(s) in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- F. The Employer agrees that it shall not cause a lockout.

**ARTICLE VII**  
**MOVEMENT OF PERSONNEL**

A. Both parties recognize that the need of the Employer and its efficient operation may necessitate permanent reassignment of personnel or the addition to or decrease in the work force. The parties further agree that they shall discuss permanent reassignments of personnel which may be necessitated for the efficient operation of the work force ten (10) days or as soon as possible prior to making such permanent reassignments. Any reassignment exceeding six (6) months shall be deemed a permanent reassignment.

**ARTICLE VIII**  
**VISITATION AND BULLETIN BOARD**

A. Accredited representatives of the Union will be permitted to enter Township facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions or assist in the adjustment of grievances. When the Union decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the Township government or normal duties of employees.

B. The Township shall supply bulletin boards for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

C. Bulletin boards will be provided by the Employer at the following permanent work locations:

1. The three (3) cafeterias of the Police Department.
2. Employee lounges of the Town Hall.
3. Animal Shelter.
4. Recreation Department.
5. Winding River Ice Rink.
6. Senior Centers.
7. Public Works Building.
8. Bey Lea Club House.
9. Youth Services Building.

**ARTICLE IX**  
**EMPLOYEES SERVING AS UNION REPRESENTATIVES**

- A. Designation of the Union representatives (including Union officers).
1. The Union shall advise the Employer in writing of the names of its representatives and their respective titles. It is agreed that there shall be no more than two (2) such representatives in the bargaining unit at any one time attending State and National Union Institutes and Conventions during the term of this Agreement.
- B. Excused absences for Union duties at Union request:
1. Upon the written request of the Union, the authorized representatives who have been selected by the Union to perform Union duties which take them from their work, shall be excused from their work for a reasonable length of time.
  2. Such excused absence from work ordinarily shall be limited for all representatives in total to a cumulative period of ten (10) days in a calendar year, six (6) of which shall be with pay.
  3. The Union agrees that they will notify the Employer at least five (5) working days in advance of any date requested pursuant to the terms of this Article.

**ARTICLE X**  
**SENIORITY**

- A. Seniority is defined as total length of unbroken service from date of last hire.
1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedules and selection of vacations. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee involved.
  2. In cases of promotions, seniority shall be a factor in designating the employee involved, provided such employee has the ability to perform the work in a satisfactory manner.
- B. An employee shall be deemed a probationary employee following his appointment to a permanent position. Such trial period shall normally be for a duration of ninety (90) days. However, the Employer, at the Employer's discretion, and upon notification to the employee and the Union with reasons, no later than fifteen (15) days prior to the termination date of the aforementioned ninety (90) day period, may extend the trial period for ninety (90) days beyond the normal trial period or for a total of one hundred and eighty (180) days. After the probationary period, employees shall be classified as permanent employees. An employee may be dismissed without recourse during the probationary period.



C. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner. The Township shall provide fifteen (15) working days' notice of a layoff and ten (10) working days' notice of a bump.

D. An employee having broken service with the Employer (as distinguished from an unauthorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer.

E. If a question arises concerning two (2) or more employees, who are hired on the same date, preference shall be given in alphabetical order of the employee's last name.

F. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this agreement, and the employer shall furnish copies of same to the Union upon reasonable request.

#### **ARTICLE XI** **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 workweek shall consist of thirty-five (35) hours of work from Monday to Friday, inclusive. The basic work day shall consist of seven (7) hours of work per day exclusive of a one (1) hour lunch period, except for employees in seven (7) day operations as set forth hereafter, and employees as stated in Appendix "A" and Appendix "B".

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 as set forth hereafter, and employees as stated in Appendix "A" and Appendix "B".

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. The work day shall consist of a standard tour of duty in a twenty-four (24) hour period and employees will not normally be scheduled to work more than a single tour of duty without an intervening tour of duty off.

F. Employees covered by this Agreement who work a forty (40) hour week in the Police Department shall be entitled to a lunch break of one-half (1/2) hour away from their duty post except in emergent situations when their absence from their duty post would interfere with the efficient operation of the Police Department.

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

H. Where more than one (1) work shift per day within a given classification is in effect as per Appendix "A" and Appendix "B", employees with such classification will be given preference of shift in accordance with their seniority. Such preference will be exercised no more than once per year by any employee and only during the month of January.

I. All employees covered by this Agreement will be entitled to two (2) fifteen (15) minute breaks per day, one (1) in the morning and one (1) in the afternoon, except in case of emergency. This shall also apply to continuous shift operations.

J. The work schedule for the Fire Dispatchers consists of a five (5) day workweek containing three (3) shifts:

11:00 p.m. to 7:00 a.m.

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

Each dispatcher shall work five (5) consecutive days.

K. The Union and the Township agree to establish a Joint Committee composed of two (2) representatives from each party. The responsibility of this Committee shall be to study the utilization of flextime scheduling in various departments covered by this Agreement. As a guideline, the Committee shall use the proposals submitted by the Township in negotiations. Where appropriate, as agreed by this Committee, flextime may be implemented in appropriate departments.

L. The parties agree to create a salary guide for 40-hour per week employees.

M. New employees hired to work at the Police Department shall have a thirty-five (35) hour workweek effective upon execution of this agreement. This provision shall not apply to police dispatchers or jail guards.

**ARTICLE XII**  
**OVERTIME**

A. All employees covered by this Agreement whose basic work week consists of thirty-five (35) hours shall be paid overtime at the rate of time and one-half of the employee's rate of pay for time actually worked in excess of thirty-seven and one-half (37 1/2) hours in the standard work week. The employee, subject to the approval of the Township, may elect compensatory time at the rate of time and 1/2 in lieu of overtime pay. This compensatory time, if approved, must be taken within one month of its occurrence. Excluded from overtime calculations are paid and unpaid leaves of absence.

B. The Employer further agrees that overtime consisting of straight time shall be paid to all employees covered by this Agreement whose basic work week consists of 35 hours for time actually worked in excess of thirty-five (35) hours to thirty-seven and one-half (37 1/2) hours.

C. All employees covered by this Agreement whose basic work week consists of thirty-five (35) hours shall be paid overtime at the rate of time and one-half the employee's rate of pay for time worked in excess of thirty-seven and one-half (37 1/2) hours in the standard work week.

D. Employees shall not be paid overtime for any hours worked in excess of thirty-five (35) hours per week unless such overtime is authorized by a Supervisor.

E. Overtime shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

F. There shall be no pyramiding of overtime.

G. All overtime shall be paid promptly in the next regular payroll check after the overtime is worked, except in case of emergency.

H. The Employer agrees that it will offer its available full-time employees the opportunity to perform available work on an overtime basis prior to offering such work to part-time employees.

I. Section H shall not apply to the following circumstances regarding Fire Dispatchers:

1. Any shift which is unfilled due to a vacation period of five consecutive vacation days or more;

2. The weekly "open shift" which is part of the normal schedule of full-time Fire Dispatchers.

It is further agreed that any part-time dispatcher designated to fill one of the above open or unfilled shifts will be required to fill the entire eight-hour shift. Part-time Fire Dispatchers will be given first choice to work open shift due to vacation, sick time, etc., if none are available, the overtime would be offered to full-time employees. Full-time dispatchers will be given first choice to work the standing open shift, if none are available, then the shift would be offered to part-time employees.

J. All work performed on Saturdays and Sundays will be paid at one and one-half (1 1/2) the hourly rate, except for those employees and operations listed in Appendix "A" and Appendix "B" as seven (7) day operations.

**ARTICLE XIII**  
**CALL IN PAY**

A. An employee who is called in to do work in emergencies outside of his or her regular hours shall be entitled to "call in pay" as hereinafter set forth.

B. The employee "called in" shall be guaranteed a minimum of three (3) hours payable and credited at the rate of time and one-half (1 1/2); and such employee shall be entitled to payment at the appropriate overtime rate for all hours actually worked in excess of three (3) hours.

C. This "call in" guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular hours. In addition, this "call in" guarantee shall not apply to scheduled overtime including, but not limited to, scheduled meetings of all public bodies, boards or commissions, in which event the regular overtime provision of this Agreement shall apply.

**ARTICLE XIV**  
**WAGES**

A. The rates of pay for each job classification of the employees covered by this Agreement are set forth in the salary guides shown as Appendices which are attached hereto and made a part hereof.

B. Retroactive to July 1, 2000, all wages of unit employees shall be increased by 4.0% plus increments, if due.

C. Effective July 1, 2001, all wages of unit employees shall be increased by 4.0% plus increments, if due.

D. Effective July 1, 2002, all wages of unit employees shall be increased by 4.0% plus increments, if due.

E. All employees shall receive an increment on the anniversary date of their date of hire until reaching the highest step in their grade.

F. Paychecks shall be distributed bi-weekly on Thursday afternoon after 3:00 p.m. If a holiday shall fall on a Thursday or Friday, the paychecks shall be issued on Wednesday of that week.

G. For new employees hired on or after January 1, 1998, salary progression shall be calculated as follows:

Starting salaries shall be in the amount of 80% of the present starting salary.

In the second year of employment, salary shall be in the amount of 90% of that step on the salary guide where the employee would move to.

In the third year of employment, salary shall be in the amount of 100% of that step on the salary guide where the employee would move to.

The top grade classification for these new hires shall be grade 9.

H. An employee who is temporarily assigned work in a higher paid classification for more than twenty (20) consecutive work days shall be paid at the rate of pay applicable to the higher classification for such work performed.

I. Notwithstanding the provisions of paragraph I herein, building inspectors and plumbing inspectors who are hired to do commercial inspections shall start at 100% of the starting salary. Excluded from this provision are residential building inspectors, residential plumbing inspectors, and housing and property maintenance inspectors.

### ARTICLE XV LONGEVITY

A. Each employee hired prior to January 1, 1998 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>Salary Grade Level</u>	<u>Amount</u>
Upon completion of	Grades One (1) – Four (4)	\$ 260.00
Three (3) years of	Grades Five (5) – Eight (8)	\$ 325.00
Service	Grades Nine (9)- Thirteen (13)	\$ 380.00
Upon completion of	Grades One (1) – Four (4)	\$ 470.00
Five (5) years of service	Grades Five (5) – Eight (8)	\$ 600.00
	Grades Nine (9) – Thirteen (13)	\$ 710.00
Upon completion of	Grades One (1) –Four (4)	\$ 680.00
Nine (9) years of service	Grades Five (5) – Eight (8)	\$ 875.00

	Grades Nine (9) – Thirteen (13)	\$1,040.00
Upon completion of Twelve (12) years of Service	Grades One (1) – Four (4)	\$ 890.00
	Grades Five (5) – Eight (8)	\$1,150.00
	Grades Nine (9) – Thirteen (13)	\$1,370.00
Upon completion of Fifteen (15) years of Service	Grades One (1) – Four (4)	\$1,100.00
	Grades Five (5) – Eight (8)	\$1,425.00
	Grades Nine (9) – Thirteen (13)	\$1,700.00

B. All employees whose normal workweek consists of forty (40) hours of work shall receive an additional longevity payment according to the following schedule:

<u>Years of Service</u>	<u>Salary Grade Level</u>	<u>Amount</u>
Upon completion of Three (3) years of service	Grades One (1) – Four (4)	\$ 80.00
	Grades Five (5) – Eight (8)	\$ 90.00
	Grades Nine (9) – Thirteen (13)	\$ 95.00
Upon completion of Five (5) years of service	Grades One (1) – Four (4)	\$ 110.00
	Grades Five (5) – Eight (8)	\$ 130.00
	Grades Nine (9) – Thirteen (13)	\$ 140.00
Upon completion of Nine (9) years of service	Grades One (1) – Four (4)	\$ 140.00
	Grades Five (5) – Eight (8)	\$ 170.00
	Grades Nine (9) – Thirteen (13)	\$ 185.00
Upon completion of Twelve (12) years of Service	Grades One (1) – Four (4)	\$ 170.00
	Grades Five (5) – Eight (8)	\$ 210.00
	Grades Nine (9) – Thirteen (13)	\$ 230.00
Upon completion of Fifteen (15) years of Service	Grades One (1) – Four (4)	\$ 200.00
	Grades Five (5) – Eight (8)	\$ 250.00
	Grades Nine (9) – Thirteen (13)	\$ 275.00

C. Each employee hired as of January 1, 1998 and thereafter shall be paid, in addition to his base pay, 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>Salary Grade Level</u>	<u>Amount</u>
Upon completion of Seven (7) years of service	Grades One (1) – Four (4)	\$ 470.00
	Grades Five (5) – Eight (8)	\$ 600.00
	Grade Nine (9)	\$ 710.00
Upon completion of Nine (9) years of service	Grades One (1) – Four (4)	\$ 680.00
	Grades Five (5) – Eight (8)	\$ 875.00

	Grade Nine (9)	\$1,040.00
Upon completion of Twelve (12) years of Service	Grades One (1) – Four (4)	\$ 890.00
	Grades Five (5) – Eight (8)	\$1,150.00
	Grade Nine (9)	\$1,370.00
Upon completion of Fifteen (15) years of Service	Grades One (1) – Four (4)	\$1,100.00
	Grades Five (5) – Eight (8)	\$1,425.00
	Grade Nine (9)	\$1,700.00

D. All employees whose normal workweek consists of forty (40) hours of work shall receive an additional longevity payment according to the following schedule:

<u>Years of Service</u>	<u>Salary Grade Level</u>	<u>Amount</u>
Upon completion of Seven (7) years of service	Grades One (1) – Four (4)	\$ 110.00
	Grades Five (5) – Eight (8)	\$ 130.00
	Grade Nine (9)	\$ 140.00
Upon completion of Nine (9) years of service	Grades One (1) – Four (4)	\$ 140.00
	Grades Five (5) – Eight (8)	\$ 170.00
	Grade Nine (9)	\$ 185.00
Upon completion of Twelve (12) years of Service	Grades One (1) – Four (4)	\$ 170.00
	Grades Five (5) – Eight (8)	\$ 210.00
	Grade Nine (9)	\$ 230.00
Upon completion of Fifteen (15) years of Service	Grades One (1) – Four (4)	\$ 200.00
	Grades Five (5) – Eight (8)	\$ 250.00
	Grade Nine (9)	\$ 275.00

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

F. Overtime shall be based on base rate inclusive of longevity.

G. The longevity schedule provided in Paragraph A shall not reduce the current dollar amount of longevity currently paid to any employee. Those employees whose longevity payments under the predecessor contract exceed the schedule set forth in Paragraph A will be paid the dollar amount received under the predecessor contract. They will continue to receive this dollar amount until they reach the next longevity increment, as provided in Paragraph A.

**ARTICLE XVI**  
**VACATIONS**

A. Each permanent, full-time employee as of December 31, 1997 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	Ten (10) days
Five (5) years but less than Ten (10) years	Fifteen (15) days
Ten (10) years but less than Fifteen (15) years	Twenty (20) days
Fifteen (15) years but less Than twenty-five (25) years	Twenty-five (25) days
Twenty-five (25) years and over	Thirty (30) days

B. Each permanent, full-time employee hired effective as of January 1, 1998 and thereafter, 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 Ten (10) years	Ten (10) days
Ten (10) years but less than Fifteen (15) years	Fifteen (15) days
Fifteen (15) years and over	Twenty (20) days

Newly hired employees from January 1, 1998 to January 1, 2000 will be given 10 days. This provision is not retroactive to 1998 or 1999.

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

D. 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 Department to which the employee is assigned and with due regard to seniority. 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.



E. 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.

F. 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.

G. 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 XVII 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. An employee required to work on a holiday shall be paid time and one-half (1 1/2) his or her regular pay for all hours worked on a holiday in addition to holiday pay.

E. Employees who work in seven (7) day operations shall have the option under Section C to receive payment for work on a holiday either in time off or in money pursuant to the terms set forth in this Article. However, employees must secure advance approval of the Department Head, or his designee, prior to taking any specific time off.

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

G. Should the Township Committee because of a snow emergency or because of a special holiday proclaimed by the President of the United States and the Governor of the State of New Jersey or the Township Committee close the Township Administrative offices, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off, that will not interfere with the efficient operations of the Departments so concerned.

### ARTICLE XVIII 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 or more employees performing similar job functions within the Department apply for personal leave to be taken on the same day.

C. An employee shall earn days at the rate of one (1) day for each four (4) months of employment. Personal days shall be prorated in instances where an employee retires or is terminated.

D. An employee who does not expect to report for 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 personnel manager within one-half (1/2) hour prior to the beginning 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 XIX 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. Effective July 1, 2001, sick leave will be paid as terminal leave at the current rate of pay and it shall be based upon the employee's earned base pay including longevity payment and all other emoluments.

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. Employees on a seasonal basis are not eligible for sick leave benefits as outlined above.

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

H. An employee reporting for work who becomes ill during normal working hours shall be charged based on the actual time out of work.

I. An employee may donate up to three (3) days of that employees accumulated sick leave for use by a co-employee in instances where the co-employee suffers from a catastrophic and/or serious illness or injury. The number of donated days the co-employee may use shall be limited to thirty (30) days per year.

J. Employees of the Township shall have an option of selling back accumulated sick days to the Township provided the employee has maintained a sick leave bank of 130 days. The days eligible to be sold back to the Township shall be capped at 10 days per year. Payment for such days shall be at 75% of the rate of pay. Employee eligibility to participate in this program shall be calculated as of December 31, 2000 and each succeeding December 31 thereafter through the life of this contract. Additionally, to be eligible to participate in the sick leave buyback program, an eligible employee must notify the Township of his or her intention to sell back sick days by March

31, 2001 and each succeeding March 31 of each year of this contract. Payment for sick days sold back to the Township will be made on July 31, 2001 and on July 31 thereafter for the life of this contract.

**ARTICLE XX**  
**DEATH IN FAMILY**

A. 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.

**ARTICLE XXI**  
**MILITARY LEAVE**

A. All employees shall receive military leave in accordance with State and Federal Statutes.

**ARTICLE XXII**  
**LEAVE OF ABSENCE**

A. A permanent employee may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The Employer will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons of personal illness, disability, or other non-job related reasons deemed proper and approved by the Employer.

B. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

C. Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained and not accumulate during any other leave.

D. When an employee has a break-in service (as distinguished from leave of absence), neither seniority nor any benefits shall be retained or accumulate.

E. Employees granted a leave of absence will continue to be covered under the medical benefits program of the Township, provided the employee makes arrangements to pay the insurance premium to the Township or the insurance carrier during such leave of absence.

F. Employees who have been granted a medical leave of absence in connection with a compensable job-related injury will continue to be covered under the medical benefits program of

the Township and the Township will pay the insurance premiums during such medical leave of absence.

**ARTICLE XXIII**  
**INJURY LEAVE**

A. Employees shall be granted injury leave with pay for job related injuries up to a maximum of nine (9) months.

B. Injury leave may be extended for an additional three (3) month period in cases of proven medical need verified by the submission of acceptable medical evidence.

**ARTICLE XXIV**  
**WORKMEN'S COMPENSATION**

A. When an employee is injured on duty, he is to receive workmen's compensation due him plus the difference between the amount received as compensation to him and his salary during the period of disability only, in accordance with Article XXIII - Injury Leave.

B. When an employee receives his workmen's compensation check, which shall be made payable to both the employee and the Employer, he shall endorse the check and forward it to the Employer.

**ARTICLE XXV**  
**HOSPITAL AND MEDICAL INSURANCE**

A. The Employer will provide, at no cost to the employee, except as provided in Paragraph B, health insurance coverage as described in general terms herein:

1. New Jersey Blue Cross
  - a. Three hundred sixty-five (365) full benefit days of hospital care, all conditions per admission.
  - b. In-patient radiation therapy.
  - c. Eligible dependent children below the age of twenty-five (25).

2. Major Medical, New Jersey Blue Cross

- a. Twenty thousand (\$20,000.00) dollars maximum per condition - no lifetime maximum.
- b. One hundred (\$100.00) dollars deductible only two (2) deductibles for family.
- c. Carry over deductible.
- d. Eighty/twenty (80/20) co-insurance.
- e. Average semi-private room.
- f. Tuberculosis and mental in-hospital.
- g. Out of hospital mental at eighty/twenty (80/20) co-insurance.
- h. Blood rider and vision care rider.
- i. Eligible dependent children below the age of twenty-five (25).

3. New Jersey Blue Shield

- a. Prevailing fees for the area.
- b. Eligible dependent children below the age of twenty-five (25).

4. Rider J

- a. Three hundred sixty-five (365) physician visitations.
- b. Prevailing fees for the area.
- c. Eligible dependent children below the age of twenty-five (25).

B. The employer agrees to provide the New Jersey Blue Cross Drug Plan, with the following co-pay:

Effective July 1, 1988: Three Dollars and Fifty Cents.

Present Contract: Five Dollars (\$5.00) co-pay;  
Three Dollars and Fifty Cents (\$3.50) generic co-pay.

C. The Employer agrees to provide the Direct Network, a subsidiary of Blue Cross/Blue Shield, with applicable current Riders. The maximum premium the Employer shall pay toward the Non-Deductible Dental Plan shall be \$1.50 per month over the cost of the Deductible Dental Plan (as stated in Section B) for the calendar year 1981 and \$1.00 per month per individual and \$2.00 per month per family over the premium cost of the Deductible Dental plan for the calendar year 1982. Any premium costs above this amount shall be borne by the individual employee.

D. An employee with 25 years of service who retires with a full P.E.R.S. pension shall continue to receive all benefits described in Paragraph A of this Article, at no cost to the employee. Upon the death of the retired employee, the employee's spouse may continue coverage beyond the COBRA period provided the spouse pays for the same and the insurance provider permits coverage.

E. The Township reserves the right to change insurance carriers at its option and after notification to the Union, upon the condition that substantially similar benefits are provided.

F. Effective January 1, 1998, each employee shall pay to the Township a five (\$5.00) dollar co-pay per pay period. Said co-pay shall be deducted from the employee's paycheck.

#### **ARTICLE XXVI** **SAFETY AND HEALTH**

A. The Employer shall at all times maintain safe and healthful working conditions, and shall comply with Federal and State laws relating to safety and health.

B. The Employer and the Union shall designate a safety committee to meet with Department Heads as the need arises to discuss and recommend rules and regulations relating to the safety of employees and the public.

C. If the temperature in an office falls below sixty (60°) degrees or rises above eighty-five (85°) degrees, an employee may leave work without pay, provided there is sufficient staff available to continue the office functions. Work shall not be disturbed nor interrupted because of an employee's use of this privilege.

#### **ARTICLE XXVII** **RULES AND REGULATIONS**

A. The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the various departments and maintenance of discipline. The Union shall be consulted prior to the promulgation of any new rules or regulations.

B. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute a proper order of a Superior, the Employer shall have the right to suspend or discharge the offending employee or employees. Such disciplinary action by the Employer shall be grievable by the employee under the grievance procedure hereinafter set forth.

C. Disciplinary action taken against any employee shall be done in the privacy of an office so as not to interfere with the operations of the Department.

D. Any employee shall have the right to request Union representation at any meeting established by the employer which the employee is required to attend for purposes of discipline or to determine whether or not to take disciplinary action. The right to request Union representation at any meeting established by the Employer shall not be utilized as a device to delay or inhibit the Employer in invoking disciplinary action against the employee. The Union agrees that if such meeting cannot be held within seventy-two (72) hours of the time the Union receives notice of the infraction, the Employer has the right to meet with the employee without the Union representative being present.

## ARTICLE XXVIII GRIEVANCES

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.
3. All "grievances" as defined in (B) (1) below, shall contain a proposed solution or remedy which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

B. Definition:

1. The term "grievances" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure:

1. 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:

1. An aggrieved employee shall discuss his grievances with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Township Clerk-Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.
2. The Department Head, or his representative, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the determination of the Department Head, a meeting shall be held between the Grievance Committee of the Union and representatives of the Township with the objective of settling the grievance after the parties have failed to do so in Step Two.

D. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

Step Four:

- A. If a grievance is not settled by Step Three, such grievance shall at the request of the Union or Township be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.
- B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and

he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

- C. The costs of the services and expenses of the Arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- D. The Arbitrator shall set forth his findings and facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.
- E. Township Grievances:
  - 1. Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter it shall be referred to the State Board of Arbitration in accordance with Step Four.

**ARTICLE XXIX**  
**NEW EMPLOYEES**

- A. As soon as practicable upon the hiring of an employee, the Employer shall notify the Union in writing of the employee's name, date of hire, job classification and department assignment.
- B. As soon as practicable upon the completion of an employee's probationary period, the Employer shall notify the Union of same.

**ARTICLE XXX**  
**PROMOTIONS AND TRANSFERS**

- A. The Employer will advise the Union in writing of all vacancies that occur for classifications listed in Appendix A. The Employer further agrees that they will make available to the Union notices to be placed on bulletin boards for the purpose of making all employees covered under this Agreement aware of possible promotions and transfers.
- B. All applications for promotion or transfer will be submitted to their respective employers.

C. Employees transferred or promoted to a classification that is higher than their present classification will not receive a rate of pay in that classification lower than their current rate of pay.

**ARTICLE XXXI**  
**CLOTHING ALLOWANCE**

A. The Employer agrees to continue furnishing uniforms to those employees covered in the bargaining unit currently required to wear uniforms in their official duties for the Employer, and to provide the present cleaning allowance for same. Uniforms shall be distributed as follows:

Five (5) Short Sleeve Shirts  
Two (2) Long Sleeve Shirts  
Two (2) Sweaters

Uniforms shall be replaced at the discretion of the Township. Uniforms shall be reviewed every six (6) months for replacement purposes.

B. The Township's present practice of providing foul weather gear for field employees shall be continued for the duration of this Agreement.

**ARTICLE XXXII**  
**JOB DESCRIPTIONS AND JOB TITLES**

A. The Employer agrees that it will provide job descriptions which accurately reflect the duties performed by all the employees of the bargaining unit in the various job titles covered by this Agreement.

B. The Union will be provided with copies of the job descriptions for new positions as they become available. The Union shall then be entitled to meet with the Personnel Department and discuss any changes which it thinks should be made before the description(s) is (are) finalized. The Union shall be limited to a period of thirty (30) days from the time it receives the description(s) to meet and discuss changes, and the Employer shall hear reasonable requests to meet.

C. The job descriptions shall become final thirty (30) days after they are presented to the Union, provided that the Employer shall have additional time to incorporate any agreed upon requests to meet.

D. The parties agree to meet and discuss the necessity of revising Appendix A and Appendix B Job Titles after receipt of the new job description.

**ARTICLE XXXIII**  
**COPIES OF THE COLLECTIVE BARGAINING**  
**AGREEMENT**

The Township agrees to provide the Union adequate copies of the Collective Bargaining Agreement.

**ARTICLE XXXIV**  
**SAVINGS CLAUSE**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXXV**  
**TERMINATION AND EXTENSION OF AGREEMENT**

A. The term of this Agreement shall be from July 1, 2000 through June 30, 2003.

B. In the absence of written notice, 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 \_\_\_\_\_ 2000.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 97

John Gerow  
JOHN GEROW, PRESIDENT

Attest:

Patrick E. Deasolino  
REPRESENTATIVE

Richard J. Ruffolo  
REPRESENTATIVE

TOWNSHIP OF DOVER

J. Mark Mutter  
J. MARK MUTTER MAYOR

Barbara A. Iasillo  
BARBARA A. IASILLO  
CLERK-ADMINISTRATOR

TOWNSHIP OF DOVER BOARD OF HEALTH

Maribeth P. Randolph

Attest:

Jean Silvestri

BOARD OF FIRE COMMISSIONERS,  
No. 1

George Monney

BOARD OF FIRE COMMISSIONERS,  
No. 2

Monique Kanner

Guillermo Bergeon  
CHIEF STEWARD

John M. Makiel

Anthony P. Alexander

Aileen Keenan

Aliza Jones

**APPENDIX A**  
**JOB CLASSIFICATION**  
**EFFECTIVE 1/1/98\***

**GRADE 1**

Clerk  
Program Aide

**GRADE 2**

Clerk-Typist  
Mail Clerk/Relief Switchboard Operator  
Van Driver  
CRT/Terminal Operator  
Account Clerk II

**GRADE 3**

Assessing Clerk  
Cashier Clerk  
Clerk-Steno  
Police Attendant  
Sr. Clerk-Typist  
Switchboard Operator

**GRADE 4**

Purchasing Maintenance Control  
Sr. Assessing Clerk  
Tax Cashier  
Sr. Clerk-Steno  
Case Staff Worker

**GRADE 5**

Booking officer  
Deputy Court Clerk  
Park Ranger.  
Principal Assessing Clerk  
Tax Accounting Coordinator  
Tax Searcher  
Secretary  
Housing Property Maintenance

**GRADE 6**

Asst. Dog Warden  
Asst. Welfare Director  
Dispatcher  
Registrar  
Sr. Secretary  
Sr. Tax Assistant  
Clerk Bookkeeper

**GRADE 7**

Administrative Clerk  
Computer Operator  
Secretary/Planning Aide  
Dog Warden  
Tax map Draftsperson

**GRADE 8**

Computer Operator Programmer  
Photographer  
Radio Technician

**GRADE 9**

Engineer Inspector  
Plumbing Inspector  
Sanitarian  
Sr. Radio Technician  
Building Inspector  
Field Representative

\* Employees hired prior to January 1, 1998, shall retain their prior pay grade system.

**APPENDIX B**  
**JOB CLASSIFICATION**  
**EFFECTIVE 7/1/82\***

**GRADE 1**

Clerk

**GRADE 2**

Clerk-Typist  
Mail Clerk/Relief Switchboard Operator  
Van Driver  
CRT/Terminal Operator

**GRADE 3**

Assessing Clerk  
Cashier Clerk  
Clerk-Steno  
Police Attendant  
Sr. Clerk – Typist  
Switchboard Operator

**GRADE 4**

Purchasing Maintenance Control Clerk  
Sr. Assessing Clerk  
Tax Cashier  
Sr. Clerk-Steno  
Case Staff Worker

**GRADE 5**

Booking Officer  
Deputy Court Clerk  
Park Ranger  
Principal Assessing Clerk  
Tax Accounting Coordinator  
Tax Searcher  
Secretary  
Housing Property Maintenance



**GRADE 6**

Asst. Dog Warden  
Asst. Welfare Director  
Dispatcher  
Registrar  
Sr. Secretary  
Sr. Tax Assistant  
Clerk Bookkeeper

**GRADE 7**

Administrative Clerk  
Bus Ticket Agent  
Computer Operator  
Secretary/Planning Aide  
Dog Warden

**GRADE 8**

Computer Operator Programmer  
Photographer  
Radio Technician

**GRADE 9**

Engineering Inspector  
Field Representative  
Plumbing Inspector/Sub Code Official  
Sanitarian  
Sr. Radio Technician

**GRADE 10**

Principal Sanitarian  
Computer Manager

**GRADE 12**

Tax Map Draftsperson

**GRADE 13**

Building Inspectors

\* Employees hired prior to July 1, 1982 will continue to retain their existing classification in the event their classification was lowered in the reclassification.