

3-0460 02-42

A G R E E M E N T

Between

Oakland, Borough of
BOROUGH OF OAKLAND,

BERGEN COUNTY, NEW JERSEY

and

COUNCIL NO. 5,

NEW JERSEY CIVIL SERVICE ASSOCIATION

(OAKLAND WHITE-COLLAR EMPLOYEES)

X JANUARY 1, 1980, through DECEMBER 31, 1982

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PREAMBLE

This Agreement, entered into this _____ day of _____, 1981, by and between the BOROUGH OF OAKLAND, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and COUNCIL NO. 5, NEW JERSEY CIVIL SERVICE ASSOCIATION (OAKLAND PUBLIC SERVICE EMPLOYEES), hereinafter called the "Association", represents the complete and final understanding on all the bargainable issues between the Borough and the Association.

ARTICLE I
RECOGNITION

A. The Borough recognizes the Association as the exclusive bargaining agent for all non-supervisory employees specifically enumerated by job title in Appendix A.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough 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, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

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

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in 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

ARTICLE II (continued)

hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE II A

EMPLOYEE RIGHTS

I. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statute or Civil Service Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

II. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

III. Whenever any employee is required to appear before the Borough Officials or any Committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

IV. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or dis-

crimination with respect to the employment of such employee, providing said activities do not violate any local, state or federal law.

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

VI. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

VII. Elected representatives of the Association, not to exceed two (2), shall be permitted time off for Association business, provided the department head determines that the efficiency of the department is not adversely affected. Prior consent shall be obtained from the department head, which shall not, however, be unreasonably withheld.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved person

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

3. Party in interest

A "Party in interest" is the person or persons making the claim and any person including the Association or the Borough, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Time limits

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

Steps

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:

ARTICLE III (Continued)

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

(c) In the event that the grievance is against the supervisor, this step may be skipped and the employee may proceed directly to Step Two.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department head within five (5) working days following the determination by the Supervisor.

(b) The department head shall render a decision in writing within five (5) working days from the receipt of the complaint.

(c) In the event that the grievance is against the department head, Steps One and Two may be skipped and the employee may proceed directly to Step Three.

ARTICLE III (Continued)

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head the matter may be submitted to the Borough Administrator, who serves as Hearing Officer under N.J.A. Code of TITLE 4 Department of Civil Service.

(b) The Borough Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the Complaint.

(c) In the event that the grievance is against the Borough Administrator or in the event that the position of Borough Administrator is vacant, the grievance under Step Three shall be submitted to the Mayor and Council which shall review the matter and make a determination within ten (10) working days from the receipt of the Complaint.

Step Four - Civil Service:

Should the aggrieved person be dissatisfied with the decision of the Borough Administrator, such person may file where appropriate for a Civil Service review in accordance with the Rules of the Department of Civil Service.

ARTICLE IV

WORK WEEK

A. The standard work week shall consist of five (5) days, Monday through Friday, seven (7) hours per day, from 9:00 A.M. to 5:00 P.M., with one (1) hour off for lunch. The total work week is thirty-five (35) hours, or seventy (70) hours each two-week pay period.

B. All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time-and-one-half the regular straight time rate, which overtime hours shall not be subject to longevity.

C. Compensatory Time. Employees shall be entitled to compensatory time - at regular time basis - for every hour of additional time worked subject to the following: approval by the Department Head, and that compensatory time shall be non-accumulative from year to year other than compensatory time in December may be taken prior to March 1st.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

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

B. In the event any of the aforementioned holidays fall on a Saturday, they shall be celebrated on Friday; and in the event any of the aforementioned holidays fall on a Sunday, they shall be celebrated on Monday.

C. Christmas Eve Day and New Year's Eve Day will be alternating for employees. All Borough offices will remain open with skeleton forces as required by the demands of the individual offices subject to the approval of the department heads.

ARTICLE VI

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment. Thereafter, vacation shall be granted on the following basis:

1. Twelve (12) working days' vacation thereafter for every year up to six (6) years service.
2. Thirteen (13) working days' vacation after the completion of six (6) years of service.
3. Fourteen (14) working days' vacation after the completion of seven (7), eight (8), and nine (9) years of service.
4. Fifteen (15) working days' vacation after the completion of ten (10) years of service.
5. Sixteen (16) working days' vacation after the completion of twelve (12) years of service.
6. Seventeen (17) working days' vacation after the completion of fourteen (14) years of service.
7. Eighteen (18) working days' vacation after the completion of sixteen (16) years of service.
8. Nineteen (19) working days' vacation after the completion of eighteen (18) years of service.
9. Twenty (20) working days' vacation after the completion of twenty (20) years of service.

ARTICLE VI (continued)

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the department head unless the department head determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE VII

HOSPITALIZATION AND INSURANCE

A. The Borough shall continue to provide enrollment in the New Jersey State Health Benefits Insurance Program for all permanent or provisional employees who have been on the payroll for two (2) months, at the beginning of the third month of employment.

B. The Borough, at its option, may change insurance carriers so long as substantially similar benefits are provided.

C. The Borough shall provide a dental program for all permanent employees and for provisional employees provided by New Jersey Dental Service Plan, Inc. as set forth in Policy Number 1097 dated December 1, 1977, or the equivalent. All employees and their dependents eligible for this dental care program will be covered from the first day of the month coincident with or next following three (3) months of continuous full time employment.

(a) In the calendar years 1977 and 1978 the first \$25.00 of dental expenses payable by each family member, up to three (3) members, shall be borne solely by the employee. The maximum deductible amount for any one family in any one calendar year shall be Seventy-five (75.00) dollars. There shall be no deductible amount beginning January 1, 1979. Beginning January 1, 1979, all dental expenses covered by the dental program provided herein

ARTICLE VII (Continued)

Shall be paid according to the benefits provided by that program without reference to any deductible amounts.

(b) Commencing January 1, 1981, the plan shall provide for sixty percent (60%) payment of the usual, customary and reasonable fees as delineated by the plan. This payment is effective for basic benefits only.

D. Commencing July 1, 1980, the Borough shall provide a medical prescription program for employees and their immediate family, which plan is commonly known as the \$1.00 co-pay plan.

E. Commencing January 1, 1981, the Borough agrees to provide eye examination and optical service expense benefits as follows:

In the event a subscriber receives necessary eye examination and optical services, the Borough will provide for payment of reasonable expense incurred therefor but not to exceed the maximum allowance applicable to the service rendered.

"Eye Examinations and Optical Services" means the following when rendered by a duly licensed practitioner acting within the scope of his licensure: A comprehensive medical eye examination including a diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, with medical diagnosis and initiation of diagnostic and treatment programs, prescription of medication and lenses, post cycloplegic

ARTICLE VII (Continued)

visit required and verification of lenses if prescribed; or a complete vision survey and analysis including, but not limited to case history, complete refraction, coordination measurements and tests, visual field charting and prescription of lenses as needed.

SCHEDULE OF ALLOWANCES

| | |
|---|----------|
| Examination or survey and analysis, limited to one such examination or survey and analysis in any one period of twelve (12) consecutive months. | \$ 25.00 |
| Frames | \$ 12.00 |
| Lenses (per pair) | |
| Single vision | \$ 14.00 |
| Bifocal - Single | \$ 25.00 |
| - Double | \$ 47.00 |
| Trifocal | \$ 37.00 |
| Lenticular including aspheric | \$112.00 |
| Contact | \$112.00 |

In no event shall benefits be provided more than once in any twenty-four (24) consecutive months for the purchase of frames; nor more than once within any twelve (12) consecutive months for the purchase of lenses.

No benefit shall be payable hereunder with respect to:

- (I) Services rendered as a result of sickness or injury arising out of and in the course of employment.
- (II) Services required by the Borough as a condition of employment or rendered through a medical department, clinic, or other similar service provided or maintained by the Borough.
- (III) Sunglasses, even if by prescription.
- (IV) Contact lenses, unless the visual acuity cannot be made 20/70 or better with spectacle

ARTICLE VII (Continued)

lenses but can be so improved with contact lenses.

- (V) Services covered in whole or in part under the Primary Contract or provided for the subscriber under any other group coverage furnished by or arranged through any employer.
- (VI) Services rendered after the date the subscriber ceases to be covered hereunder.

ARTICLE VIII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. Such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part-time permanent employees shall be entitled to sick leave as established by regulation.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of

ARTICLE VIII (continued)

periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

(b) The appointing authority 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.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death or serious illness in the immediate family, reasonable proof shall be required.

4. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VIII (Continued)

5. Terminal Payment

Upon retirement or resignation of a member of the Association for other than disciplinary reasons, he shall be entitled to receive the following number of days sick pay if he has not used his sick days during the last year:

Commencing 1/1/80 - 22 days
Commencing 1/1/81 - 24 days
Commencing 1/1/82 - 26 days

However, it is understood that if he carries over into his last year any accumulated sick time, that accumulated time will be charged to his sick days during his last year before sick days are taken from his last year of employment.

6. Personal Days

Commencing January 1, 1981, an employee shall be entitled to three (3) personal days with pay per year, with the approval of the supervisor. The second and third of these personal days, if taken, are to be charged to sick days.

ARTICLE IX

SALARIES AND COMPENSATION

A. All employees of the Borough, covered by this Agreement, shall receive the following wage increases over their base pay for the preceding year:

1. Effective 1/1/80 - 7.5% *
2. Effective 1/1/81 - 7.5%
3. Effective 1/1/82 - 8%

* Except that the permanent part-time employees covered by this Agreement shall receive for 1980 a pay increase of \$542.00 over their 1979 base pay, in lieu of the 7.5% increase for that year.

Additionally, certain full-time employees, listed in the Fact Finder's report dated November 25, 1980, will each receive an \$848.00 salary increase, retroactive to January 1, 1980.

ARTICLE X

LONGEVITY SCHEDULE

Effective January 1, 1980, and continuing through the term of this contract, the following longevity plan shall be utilized based upon the employee's length of continuous and uninterrupted service with the Borough:

1. Six (6) through ten (10) years of service - 3% based upon employee's base salary
2. Eleven (11) through fifteen (15) years of service - 5%
3. Sixteen (16) through twenty (20) years of service - 7%
4. Over twenty (20) years of service - 9%

Anniversary dates are: January 1st and July 1st; therefore;

The first day of employment is considered the first year.

If employment date is anytime between January 1st and June 30th, the anniversary date reverts to January 1st.

If employment date is anytime between July 1st and December 31st, the anniversary date becomes July 1st.

ARTICLE XA

FUNERAL LEAVE

Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

ARTICLE XI

WORK RULES

The Borough may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XII

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his 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 or walkout against the Borough. The Association agrees that such action could constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown or walkout against the Borough.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity

ARTICLE XII (continued)

for injunction or damages or both in the event of such breach by the Association or its members.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Association 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 any breach by the Borough or any person acting in its behalf.

ARTICLE XIII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or the payment of dues during working time.

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ARTICLE XIV

SAVINGS AND SEPARABILITY

A. Maintenance of Benefits

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

B. Separability

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

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement 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.

ARTICLE XVI
REVIEW OF TITLES

Within sixty (60) days after the signing of this contract, the Borough Administrator shall review the salary ranges of each title and the salary of each employee within each such title and make a recommendation to the Mayor and Council regarding any modification resulting from inequities found by him, in connection with the above.

An inequity shall result if two or more individuals are doing the same type of work, carrying the same title, and one is compensated at a higher rate without adequate reason. Also, an inequity exists if two or more people have like responsibilities and are not compensated comparably. An inequity shall also exist if since January 1, 1979, an employee has learned additional work skills and assumed additional work responsibilities without additional compensation.

This recommendation shall be in writing. A copy of said recommendation shall be forwarded to the shop steward of Council No. 5 simultaneous with its being forwarded to the Mayor and Council. Within ninety (90) days after the date of forwarding said recommendations to the Mayor and Council, the Mayor and Council shall act upon the said recommendations, either approving, disapproving, or otherwise modifying said recommendations. The shop steward of Council No. 5 shall be notified in writing of the actions of the Mayor and Council

ARTICLE XVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1980, and shall remain in effect to and including December 31, 1982, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Oakland, New Jersey, on this _____ day of _____, 1981.

COUNCIL NO. 5, NEW JERSEY
CIVIL SERVICE ASSOCIATION
(OAKLAND WHITE-COLLAR
EMPLOYEES)

BOROUGH OF OAKLAND,
BERGEN COUNTY, NEW JERSEY

By: George Gallagher
~~AGNITA HASTINGS, PRESIDENT~~
GEORGE GALLAGHER, VICE-PRESIDENT
Geraldine Dalenberg
GERALDINE DALENBERG

By: T. Emmet Bauer
T. EMMET BAUER, MAYOR

Attest:
Jeanne Niskey

Witness:

APPENDIX A

JOB TITLES

Deputy Borough Clerk

Assistant Tax Collector

Terminal Operator

Payroll Supervisor

Assessing Clerk

Administrative Secretary: Planning Board and
Board of Adjustment (P.T.)

Principal Accounts Clerk, Treasurer

Principal Clerk, Steno

Radio Dispatcher

Purchasing Assistant

Senior Clerk-Typist (Part-Time)

Secretary to Administrator (Clerk-Steno)

Violations Clerk and Deputy Court Clerk

Clerk Typist

Secretary to Board of Health and Registrar of Vital Statistics

Assistant Violations Clerk

Senior Clerk (Part-Time)

Principal Terminal Operator

Senior Terminal Operator