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COLLECTIVE BARGAINING AGREEMENT

Wyckoff Township  
TOWNSHIP OF WYCKOFF



and

WYCKOFF ROAD DEPARTMENT EMPLOYEE ASSOCIATION

1988/1989

\* January 1, 1988 - December 31, 1989

## TABLE OF CONTENTS

CHAPTER 1 - RECOGNITION	
CHAPTER 2 - BULLETIN BOARD .....	2
CHAPTER 3 - STEWARDS .....	2
CHAPTER 4 - GRIEVANCES .....	2
CHAPTER 5 - ARBITRATION .....	3
Chapter 6 - MANAGEMENT RIGHTS .....	5
CHAPTER 7 - SENIORITY .....	5
CHAPTER 8 - LOSS OF SENIORITY .....	5
CHAPTER 9 - POSTING OF VACANCIES .....	6
CHAPTER 10 - NEW EMPLOYEES .....	6
CHAPTER 11 - LEAVE OF ABSENCE .....	6
CHAPTER 12 - DISCHARGE AND DISCIPLINE .....	6
CHAPTER 13 - RULES AND REGULATIONS .....	7
CHAPTER 14 - EMERGENCY WORK .....	7
CHAPTER 15 - HOURS OF WORK .....	7
CHAPTER 16 - REST PERIODS .....	8
CHAPTER 17 - OVERTIME .....	8
CHAPTER 18 - CALL BACK TIME .....	8
CHAPTER 19 - LONGEVITY PAY .....	8
CHAPTER 20 - VACATIONS .....	9
CHAPTER 21 - HOLIDAYS .....	10
CHAPTER 22 - SICK LEAVE .....	10
CHAPTER 23 - BEREAVEMENT LEAVE .....	11
CHAPTER 24 - JURY LEAVE AND MILITARY LEAVE .....	11
CHAPTER 25 - HEALTH AND WELFARE .....	12
CHAPTER 26 - PAY DURING JOB RELATED INJURIES .....	12

CHAPTER 27 - UNIFORMS .....	12
CHAPTER 28 - UNSPECIFIED PROVISIONS AND CONDITIONS .....	13
CHAPTER 29 - SAVINGS CLAUSE .....	14
CHAPTER 30 - TERM.....	14
CHAPTER 31 - COMPLETENESS OF AGREEMENT .....	14
CHAPTER 32 - NON-DISCRIMINATION .....	14
CHAPTER 33 - STANBY TIME .....	15
CHAPTER 34- BOOT ALLOWANCE .....	15
CHAPTER 35- SNOW PLOWING COMPENSATION DAY .....	15
CHAPTER 36 - RATE OF PAY .....	16

## A G R E E M E N T

THIS AGREEMENT made on the 29<sup>th</sup> day of December 1987 by and between the TOWNSHIP OF WYCKOFF, a municipal corporation of the State of New Jersey (hereinafter called "the Township"), and the WYCKOFF ROAD DEPARTMENT EMPLOYEES ASSOCIATION (hereinafter called "the Association") with its principal place of business at 538 Helena Avenue, Wyckoff, New Jersey, 07481.

### W I T N E S S E T H :

WHEREAS, both parties to this Agreement are desirous of reaching amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete agreement concerning all terms and conditions of employment.

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### CHAPTER I - RECOGNITION

1. The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the laws of 1968 (N.J.S.A. 34:13A-1 et seq), hereinafter called "the Act".

2. The Township recognizes the Association as the exclusive representative of all non-supervisory employees, as defined by the Act, employed by the Township of Wyckoff for the Department of Public Works for the purpose of collective negotiations with respect to the terms and conditions of employment.

3. The Township will give the Association written notice of the names, addresses, birth date, rate of pay and social security number of any new employees in the bargaining unit hired after the date of this Agreement. The notice shall be given within five (5) working days of the date of hire.

## CHAPTER 2 - BULLETIN BOARD

1. The Township will supply (1) bulletin board for use by the Association in the Township Garage at a place convenient for all employees. The bulletin board shall be used only for notices pertaining to Association business. It shall be the responsibility of the Association to supervise the contents of the bulletin board which shall not include any political endorsements or political material.

## CHAPTER 3 - STEWARDS

1. The association shall designate one (1) steward and one (1) alternate for the entire bargaining unit.

2. The alternate shall act in the absence of the steward. The term "absence" is defined to mean not present on the job on a specific day.

3. The steward shall have the right to receive and present grievances during normal working hours in accordance with the provisions of this Agreement.

4. The Association will give written notices to the Township of the names of the steward and alternate steward.

## CHAPTER 4 - GRIEVANCES

1. A "grievance" is hereby defined as any difference or dispute between the Township and any employee covered by this Agreement or between the Township and the Association with respect to the interpretation, application or violation of any of the provisions of this Agreement.

2. The procedure for settlement of grievances shall be as follows:

Step 1. The grievant shall present a written grievance within three (3) days of its occurrence to the Public Works Superintendent. Within two (2) working days of the Public Works Superintendent's receipt of the grievance, he shall meet and discuss the grievances with the grievant or steward, or with both if the grievant so desires. If no reply is made within the time provided herein, the aggrieved party may proceed to the next step.

Step 2. If the grievance is not settled at Step 1, it shall be reduced

to writing by the grievant or the steward and shall be presented to the Township Administrator and Public Works Commissioner within ten (10) working days. The Township Administrator and Public Works Commissioner and the grievant and the steward shall meet within ten (10) working days of the receipt of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the Township Administrator and Public Works Commissioner within ten (10) working days of the failure to settle pursuant to Step 1, is deemed waived. A written acknowledgment of receipt of the grievance shall be given to the Township Administrator and Public Works Commissioner. The parties shall meet within (10) working days and attempt to settle the grievance. The Township Administrator and Public Works Commissioner shall provide a written answer to the grievance.

Step 3. If, after completion of Step 2, the parties have not arrived at a mutually satisfactory settlement of the grievance, then a meeting shall be arranged between the Association, the aggrieved employee and the person or persons designated by the Township as the Township Grievance Committee for the purpose of settling the grievance. The parties shall try to meet within ten (10) working days of the failure to reach agreement at the Step 2 level. They may, however, by mutual consent, extend the time to meet. The decision of the Grievance Committee shall be made in writing in a reasonable time considering all the circumstances.

3. Nothing contained in this Chapter shall limit the right of an employee to process his own grievance within (10) days provided, however, the Association shall be notified by the Township of all such grievances, and, further provided that any agreement reached with any such employee shall not violate this Agreement, and further provided the Association shall be advised in writing of the manner in which such grievances are resolved.

#### CHAPTER 5 - ARBITRATION

1. If a grievance is not settled pursuant to Chapter 4, such grievance

shall, at the request of either the Township or the Association, be referred to the Public Employment Relations Commission or the State Board of Mediation for selection of an Arbitrator according to its rules. Such referral must be made within twenty (20) working days of the failure to settle the grievance under Step 3. Failure to refer within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be advisory and non-binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. The arbitrator appointed under the above procedure shall be limited to the interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

## CHAPTER 6 - MANAGEMENT RIGHTS

1. The Township, its employees, agents and representatives retain the right to:

(a) Carry out its statutory duties utilizing personnel, methods and means in an appropriate and efficient manner.

(b) Manage the employees of the Township or to hire, promote, transfer or assign the employees in positions with the Township.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

## CHAPTER 7 - SENIORITY

1. The parties hereto recognize and accept the application of seniority in all cases of lay offs and recalls and scheduling of vacations.

2. The seniority of any employee is defined as the period of full time service as a Township employee beginning on the date of hire and continuing thereafter so long as the employee continues in the employ of the Township.

3. In the event of lay offs and rehiring, the last person hired in the bargaining unit shall be the first to be laid off and the last person laid off shall be the first to be recalled.

4. The Township shall prepare and forward to the Association a seniority list, showing employee's name and the date of hire as a full time employee. Seniority lists shall be updated annually.

4. Employees who were hired under the Emergency Employment Act and who thereafter become permanent employees of the Township shall have seniority measured from the date of hire under the Act.

## CHAPTER 8 - LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

(a) Voluntary quitting.

(b) Discharge for just cause.

(c) Failure to report for work within five (5) work days after receipt of a telegram or certified letter advising the employee to return after having been laid off or failure to report to work no later than five (5) working days following the completion of a leave of absence.



(d) Failure to be called back to work for a period of six (6) months after a lay off.

#### CHAPTER 9 - POSTING OF VACANCIES

1. Notice of all new and vacant positions in the Public Works Department shall be posted on the Association bulletin board.

#### CHAPTER 10 - NEW EMPLOYEES

1. New employees shall serve a one (1) year probationary period when first hired. At the end of this period, if continued employment is recommended by the Superintendent and approved by the Township Committee, he shall be considered a permanent employee.

#### CHAPTER 11 - LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence without pay for a period not to exceed twenty (20) working days. Requests for a leave of absence must be submitted to the Township Administrator and approved by the Township Committee. The Township Committee shall have complete discretion with respect to the granting or denial of a leave of absence.

2. At the expiration of such leave the employee shall be returned to the position from which he is on leave.

3. Seniority shall be retained and shall accumulate during all unpaid leaves of absence. Benefits shall not accrue during personal leaves of absence, except the Township will continue to pay all premiums for health and medical benefits provided for in this Agreement.

#### CHAPTER 12 - DISCHARGE AND DISCIPLINE

1. An employee may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include but not be limited to:

- (a) Neglect of duty.
- (b) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- (c) Incompetency, inefficiency, or incapacity due to mental or physical disability.
- (d) Insubordination.
- (e) Tardiness.

2. Any discharge, suspension or other discipline may be subject to grievance and advisory, non-binding arbitration.

3. Any employee whose grievance has been sustained shall be returned to his former position and may be compensated at his regular rate of pay for all or a portion of pay lost during the period of discharge or suspension.

4. Disciplinary warnings shall be issued by the Department Superintendent in writing to the employee within two (2) working days of the incident giving rise to the warning and a copy shall be given to the Association and Township Administrator by hand delivery for which a receipt shall be given.

#### CHAPTER 13 - RULES AND REGULATIONS

1. Changes in existing Superintendent rules or regulations or new rules and regulations which concern terms and conditions of employment that are within the scope of bargaining shall be negotiated and agreed upon before being introduced by the Superintendent.

2. Changes in existing Superintendent rules and regulations or new rules and regulations which concern issues that are not within the scope of bargaining but which affect the employees shall be made known to the Association ten (10) days before the same are introduced.

3. Changes in existing Superintendent rules and regulations concerning safety shall take effect immediately without the necessity of the above notice provisions.

#### CHAPTER 14 - EMERGENCY WORK

1. The Township will continue its past practice of assigning emergency work to employees of the Township.

#### CHAPTER 15 - HOURS OF WORK

1. The work week shall consist of forty (40) hours. The work day shall consist of eight (8) hours per day Monday through Friday exclusive of a thirty (30) minute lunch period.

2. The normal starting time shall be 7:30 A.M. and the normal quitting time shall be 4:00 P.M. However, the Township reserves the right to adjust the starting time when required by seasonal needs. The Township will give seven (7) working days notice of a change in starting time provided an employee may waive this notice provisions. In addition, in emergency situations, this notice requirement shall be waived.

#### CHAPTER 16 - REST PERIODS

1. Employees shall receive two (2) rest periods each work day without reduction in pay; one (1) fifteen minute period in mid-morning and one (1) fifteen minute period in mid-afternoon.

#### CHAPTER 17 - OVERTIME

1. Employees covered by this Agreement are obligated to work overtime when required to do so by the Township. Whenever practical, the Township will give reasonable notice of the need for an employee to work overtime. An employee may be excused from working overtime by the Department Superintendent if there are reasonable grounds and conditions to permit the same.

2. Employees will be compensated at one and one half (1-1/2) times the regular rate of pay for authorized hours worked over forty (40) hours in a work week.

3. For the purposes of this Chapter, hours paid for holidays and vacation shall be deemed hours worked, but hours paid for sick leave shall not be considered hours worked.

4. When an emergency situation exists after the normal daily work hours and an employee has been out on sick leave but is requested to work and is able to do so, he shall be compensated at his regular rate of pay for the first four hours, and at one and one-half (1-1/2) times his regular rate of pay thereafter. Should sick leave occur after the emergency overtime within the same work week, the first four hours of overtime shall revert to the regular rate of pay.

#### CHAPTER 18 - CALL BACK TIME

1. Any employee who is called back to work after having completed his regularly scheduled work day shall be compensated at one and one half (1-1/2) times his regular rate of pay with a minimum guarantee of two (2) hours of work.

2. When the call back time will exceed four (4) hours, and the employee has completed a regular eight (8) hour day, the employee shall be given one-half hour meal break with pay, and a \$5.00 meal allowance, receipt for which shall be submitted.

#### CHAPTER 19 - LONGEVITY PAY

1. In addition to other pay and benefits, each employee shall receive an additional two percent (2%) of his base annual salary for each five years of completed service; up to a maximum of ten percent (10%).

12/35

The present practice of calculating effective dates for entitlement of longevity benefits shall continue.

2. The said payments for longevity shall be included with the employees' regular pay.

CHAPTER 20 - VACATIONS

1. Employees covered by this Agreement shall be entitled to vacations as provided in this Chapter.

2. During 1988 and 1989 employees shall receive vacations as provided hereinbelow:

a. During the first six (6) months of employment, five (5) working days.

b. Thereafter, as follows:

Employment of a least one year . . . . .	10 vacation days
Employment of at least 10 years . . . . .	.15 vacation days
Employment of at least 15 years . . . . .	.16 vacation days
Employment of at least 16 years . . . . .	.17 vacation days
Employment of at least 17 years (thru 19 years). . . . .	.18 vacation days
Employment of at least 20 years . . . . .	.23 vacation days
Employment of at least 21 years . . . . .	.24 vacation days
Employment of at least 22 years . . . . .	.25 vacation days

3. The Township shall post a vacation period and schedule vacation requests based on seniority.

4. An employee who is terminated for just cause or who voluntarily quits during the first calendar year of employment shall forfeit all vacation rights. During subsequent years, if an employee is terminated or voluntarily quits, his vacation benefits shall be pro-rated.

5. Employees will be allowed to accumulate up to 5 days per year for use upon early retirement or extended vacation for the following year. The employee will provide written notification to the Township Administrator on October 1 of this intention. The Administrator will provide the employee with a letter of confirmation

6. An employee who retires after ten years of service or more to the Township of Wyckoff, regardless of when in the calendar year he retires, will be entitled to his full vacation allotment.

CHAPTER 21 - HOLIDAYS

1. Employees covered by this Agreement shall receive a day's pay, (8) hours at the regular rate of pay, without working on the following days;

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

2. Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday. In no event shall an employee lose and agreed-upon holiday.

3. An employee required to work on a holiday shall be paid, in addition to the regular rate of pay, one and one half (1 1/2) times his rate of pay. It is expressly agreed that the Township has the right to require any employee to work on a holiday.

4. An employee requested to work on Veteran's Day or Election day because of the leaf pickup program shall take the day after Thanksgiving as a holiday, and the day before or after Christmas (depending on the day of the week on which Christmas falls), as a holiday in exchange. Said employee shall also be paid for four (4) hours additional time at the rate of one and one half (1 1/2) times his regular rate of pay for working Veteran's Day or Election Day.

CHAPTER 22 - SICK LEAVE

1. Sick leave shall be defined as authorized leave from work, with pay, for any any common medical emergency, illness, non-work-related injury, dental emergency, or medical test procedure ordered by a physician.

2. The Township Committee upon recommendation from the Administrator and Public Works Superintendent shall determine the length of absence with pay of an employee with a prolonged illness under doctor's care. The Township shall take into consideration an employee's attendance record, the employee's evaluation and length of service. Proof of doctor's care shall be provided to the Township after three working days.

3. In any calendar year, when an employee accumulates seven (7) days of sick leave in units of one or two days, any further sick leave of less than three (3) days length may require proof of a doctor's care, through the end of the calendar year. After the seven (7) day limit has been reached, if such proof is required, the Superintendent will notify the employee in writing.

This provision is for the sole purpose of preventing abuse of the sick leave privilege, and does not set a limit on the cumulative amount of time allowed to be covered by sick leave.

4. Any request for sick leave on the working days immediately before or after an authorized holiday may require proof of a doctor's care.

#### CHAPTER 23 - BEREAVEMENT LEAVE

1. Employees, upon the death of a member of the immediate family, shall be granted leave with pay not to exceed a maximum of three (3) days.

2. A member of the immediate family is defined as a spouse or child, or a parent or a relative who lives in the employee's residence, or a mother-in-law or father-in-law.

3. Bereavement leave will not be deducted from sick leave.

4. An employee must produce proof of death and relationship to obtain the benefits under this Chapter.

#### CHAPTER 24 - JURY LEAVE AND MILITARY LEAVE

1. Employees covered by this Agreement who are ordered to report for jury duty shall be granted a paid leave of absence during the period of such jury duty and shall receive for such period of duty an amount equal to the difference in his regular rate of pay for forty hours of work per week and the jury duty pay. Employees will notify the Department Superintendent and Township Administrator within one (1) working day of receipt of a notice.

2. Military leave for employee's training or serving with the National Guard or Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

3. An employee who returns to the Township employment after leaving military service will receive seniority credit for time spent in service. This benefit will not be available to employees who quit their job and volunteer for military duty.

#### CHAPTER 25 - HEALTH AND WELFARE

1. The health benefits provided prior to the recognition of the Association will be continued, except as expressly otherwise abridged by this Agreement.

2. All existing benefits and Township policies and practices uniformly affecting the health and welfare of all employees covered by this Agreement on the date of the recognition of the Association shall remain in effect during the term of this Agreement, except as expressly otherwise abridged by this Agreement.

3. These benefits include Blue Cross/Blue Shield with a Major Medical Program and Rider J.

#### CHAPTER 26 - PAY DURING JOB RELATED INJURIES

1. The Township represents that all employees covered by this Agreement are covered by Workman's Compensation Insurance and that the Township will continue to provide such coverage as required by statute.

2. All existing Township policies, practices and benefits uniformly affecting the employees covered by this Agreement prior to the date on which the Association was recognized shall remain in effect during the term of the Agreement, except as expressly abridged by this Agreement.

#### CHAPTER 27 - UNIFORMS

1. In addition to uniforms and uniform maintenance provided prior to recognition of the Association, the Township will provide a winter weight work jacket of a type to be mutually agreed upon. Cleaning and maintenance of the said jacket shall be the responsibility of the employee and at his personal expense.

2. All employees shall wear the standard uniform as provided by the Township and shall not wear additional personal clothing that seriously detracts from or obscures their identification as employees of the Public Works Department.

3. Each member will receive 3 pants, 3 long sleeve shirts, 3 short sleeve shirts and 6 cotton T-shirts. The maintenance of the 6 cotton T-shirts shall be the responsibility of each individual. The other clothing items will be maintained by the Township.

4. Two mechanics will each receive 2 coveralls and the Township shall maintain those.

5. When health reasons preclude the wearing of the standard uniform, personal clothing similar to or complementary with the standard uniform is allowed at the discretion of the Superintendent.

6. Any personal clothing or attire worn in place of or in addition to the standard uniform, shall be such so as not to be detrimental to or impair the dignity and image of the Township or the Public Works Department. The Superintendent shall have the authority to enforce this Chapter as he interprets and evaluates an employee's clothing. Disputes shall follow the grievance procedure as per Chapter 4.

#### CHAPTER 28 - UNSPECIFIED PROVISIONS AND CONDITIONS

1. All conditions or provisions beneficial to either the Township or the employee now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of the Agreement unless otherwise mutually agreed in writing. Nothing contained in this Agreement shall be interpreted or applied to eliminate or decrease any benefit provided to the employees which benefit existed prior to the date on which the Association was recognized, except as expressly abridged by this Agreement.

2. All benefits, as concerns health and welfare, provided by the Township to other than Road Association members shall automatically be incorporated



into this agreement.

CHAPTER 29 - SAVINGS CLAUSE

1. It is agreed that if any provision of this Agreement or application thereof to any employee shall be held contrary to law, then the remainder of this Agreement and the application of all other provisions shall not be affected thereby and shall remain in full force and effect.

2. If any such provisions are held invalid, the Township and the Association will meet to renegotiate provisions held invalid.

CHAPTER 30 - TERM

1. The term of this Agreement shall be from January 1, 1988 to December 31, 1989. Upon execution, it shall have retroactive effect from January 1, 1988 for all terms and conditions of employment unless stated in writing to the contrary.

2. In the absence of written notice given on or before October 1, 1989, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as notice is given prior to the annual expiration date.

CHAPTER 31 - COMPLETENESS OF AGREEMENT

1. This Agreement constitutes the entire collective bargaining agreement between the parties, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

CHAPTER 32 - NON-DISCRIMINATION

1. There shall be no discrimination by the Township or the Association against any employee on account of race, color, creed, sex, religion or national origin.

2. There shall be no discrimination, interference, restraint, or coercion by the Township 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 unlawful activities by such employees 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 the working time.

CHAPTER 33 - STANDBY TIME

1. Public Works Department employees shall be required to be on "Standby" every other week during the winter as per the Superintendent's rules for sanding and/or plowing during weather conditions which make the roads hazardous for driving. Employees shall be paid \$80.00 in 1988 and \$85.00 in 1989 for each week they are on "standby." "Standby" time shall commence at the discretion of the Superintendent and shall run for a minimum of ten (10) weeks.

2. Compensation for the minimum ten week "standby" period shall be paid at the same weekly rate throughout the period. Any increase in the rate of compensation effective in this Agreement shall be retroactive to the beginning of the "standby" period in the preceding year. All compensation for "standby" time shall be paid in a lump sum to each employee at the end of the "standby" period.

CHAPTER 34 - BOOT ALLOWANCE

1. Public Works Department employees shall be paid \$100 toward the cost of work boots as an allowance, upon presentation of a proper invoice as proof of purchase for that amount or more. Bills should be submitted in the month of April and/or in the month of October.

CHAPTER 35 - SNOW PLOWING COMPENSATION LEAVE DAY

1. Each employee shall be entitled to one (1) leave day during the calendar year. This day must be requested and scheduled in advance, the same as vacation days. In the case of a true emergency, the employee will request the use of this day from the Superintendent as soon as practical.

2. Leave days may be used for any personal business such as required court appearance, funerals, family emergencies, etc.

3. Unused days will not be carried over into the following calendar year.

4. New employees must complete six months on the job before being eligible for the use of one (1) leave day.

#### CHAPTER 36 - RATE OF PAY

1. The regular hourly rate of pay is hereby defined as the annual base rate of pay divided by 2,080 hours. The annual base rate of pay shall not include longevity payments due under any other provisions of this Agreement.

2. This Agreement sets the following range of yearly base salaries effective January 1, 1988 thru December 31, 1989.

## 1989 PUBLIC WORKS DEPARTMENT

## SENIORITY LIST

<u>NAME</u>	<u>DATE HIRED</u>	<u>STEP, as of 1/1/89</u>
1. Harold Blom	10/26/62	6
2. Henry Kirkenir	6/20/69	6
3. Mike Dowling	4/28/71	6
4. Rich Marchand	5/17/71	5
5. Don Mabie	6/1/71	6
6. Frank Worth	9/27/71	6
7. John Ruit	9/2/75	5
8. Chris Altieri	3/1/86	3 (10/15/88)
9. Jack Dykhouse	2/12/87	2 (2/12/88)
10. Ed Natale	6/22/87	2 (6/22/88)
11. Denis Slodyczka	1/1/88	2 (1/1/89)
12. Scott Fisher	10/3/88	1

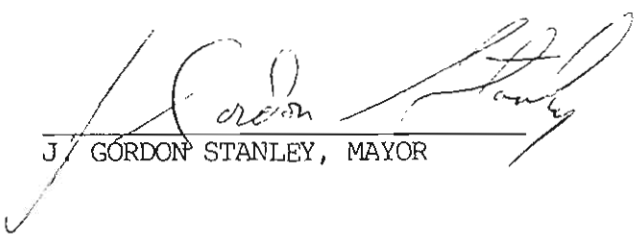
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<u>EMPLOYEE</u>	<u>1988</u>	<u>1989</u>
Blom	\$29,000	\$31,000
Kastelfka	\$29,000	--
Dowling	\$29,000	\$31,000
Ruit	\$26,000	\$28,500
Step 4	\$25,000	\$26,800
Step 3	\$23,000	\$24,600
Step 2	\$20,000	\$21,500
Step 1	\$17,000	\$18,200

IN WITNESS WHEREOF, the parties here have set their hand and seal, or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

TOWNSHIP OF WYCKOFF

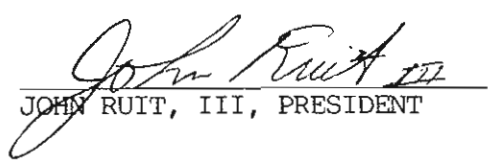
ATTEST

  
 J. GORDON STANLEY, MAYOR

  
 THERESA M. MOFFA, CLERK

WYCKOFF ROAD DEPARTMENT  
 EMPLOYEES ASSOCIATION

ATTEST

  
 JOHN RUIT, III, PRESIDENT

  
 MICHAEL K. DOWLING, SECRETARY