AGREEMENT BETWEEN

THE BOROUGH OF NORTH ARLINGTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO LOCAL 32

"BLUE COLLAR" EMPLOYEES

JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

INDEX

PREAMBLE	1
ARTICLE I – RECOGNITION	2
ARTICLE II – MANAGEMENT RIGHTS	3
ARTICLE III – EMPLOYEE RIGHTS	4
ARTICLE IV - DISCRIMINATION AND COERCION	5
ARTICLE V – GRIEVANCE PROCEDURE	6
ARTICLE VI – SALARIES AND WAGES	7
ARTICLE VII – LONGEVITY	8
ARTICLE VIII – INSURANCE BENEFITS	9
ARTICLE IX – SICK LEAVE	10
ARTICLE X – PERSONAL DAYS	11
ARTICLE XI – LEAVE OF ABSENCE	12
ARTICLE XII – BEREAVEMENT LEAVE	13
ARTICLE VIII - RETIREMENT BENEFITS	14
ARTICLE XIV – HOLIDAYS	15
ARTICLE XV – VACATIONS	16
ARTICLE XVI - WORK SCHEDULE	17
ARTICLE XVII OVERTIME COMPENSATION	18
ARTICLE XVIII – SENIORITY	20
ARTICLE XIX – UNION BUSINESS	21
ARTICLE XX – BULLETIN BOARDS	22
ARTICLE XXI – PAYROLL DEDUCTIONS	23

ARTICLE XXII – NON-INTERRUPTION OF WORK	24
ARTICLE XXIII – MAINTENANCE OF BENEFITS	25
ARTICLE XXIV - COLLECTIVE NEGOTIATING PROCEDURE	26
ARTICLE XXV – SEPARABILITY	27
ARTICLE XXVI – WORK UNIFORMS	28
ARTICLE XXVII - COMMERCIAL DRIVER'S LICENSE	29
ARTICLE XXVIII – TERM	30
SCHEDULE	

PREAMBLE

This Agreement is entered into this	day of	, 2009, by
and between the Borough of North Arlington.	, in the County of Bergen, State of	New Jersey,
hereinafter referred to as the "Borough",		
International Union AFL-CIO, Local 32, herein		• •

WHEREAS, the parties have carried on collective bargaining for the purposes of developing a contract covering wages, hours of work and all other condition of employment for the "Blue Collar" unit of the Borough.

NOW THEREFORE, the parties agree to terms as follows:

A.

ARTICLE I - RECOGNITION

The Borough recognized the Union as the exclusive bargaining representative of the employee in the negotiating unit of Blue Collar Employees by the Borough and all employees working under such additional or different titles generally considered to be Blue Collar in nature, which may be added during the ten of this Agreement.

ARTICLE II- MANAGEMENT RIGHTS

(A) Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Borough or prevent it from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon them by law, or by any agency, with regulatory powers or with authority to license on accredit municipal facilities or their personal.

ARTICLE III - EMPLOYEES RIGHTS

- (A) Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey Statutes or any other applicable laws or regulations. The Rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- (B) Employees shall be entitled to full rights of citizenship and no religious or political activities of any employees or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees, providing such activities do not violate any Local State or Federal laws.
- (C) Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure.
- (D) 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 Union or any other participation in the grievance procedure by reason of such participation.

ARTICLE IV-DISCRIMINATION AND COERCION

(A) There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE V- GRIEVANCE PROCEDURE

(A) Any grievance relating to the terms or conditions of employment for employees covered by this Agreement shall be handled in the following manner:

1. Step One:

The aggrieved employee or his/her representative shall present to his/her Department Head, in writing, an account of the grievance and a demand for relief. The written account shall be sent to the Department Head within ten (10) days of the date the grievance arises. The Department Head shall deliver his/her response in duplicate to the employee and the Shop Steward.

2. Step Two:

In the event the employee or the Union is not satisfied with the response of the Department Head, or if no response has been made and all extensions have been expired, the grievance may be appealed to the Borough Administrator within ten (10) days from the receipt of the Department Head's response, or lack of response. Copies of the initial grievance, the Department Head's response (if available) and any additional statements, which the employee or the Union desires to make. Within ten (10) days of receipt of the appeal, the Borough Administrator shall deliver a written response in duplicate, to the employee and the Shop Steward.

3. Step Three:

In the event the employee or the Union is not satisfied with the response of the Borough Administrator, the employee or the Union shall have the right to file an appeal and to have the grievance resolved by submission to final and binding Arbitration. Notice of said appeal shall be sent to the Borough within ten (10) days of receipt of the Borough Administrator's response to Step Two. The appointment of an Arbitrator shall be requested through the Public Employment Relations Commission. The Arbitrator shall have the authority to hear the grievance and decide the matter finally. The Arbitrator's decision shall neither modify, and to, nor subtract from, the terms of this Agreement. The decision of the Arbitrator shall be rendered within thirty (30) days after the completion of hearing The cost of the Arbitrator and his/her expenses will be borne equally by both parties, unless otherwise provided by law.

ARTICLE VI - SALARIES AND WAGES

(A) The salary schedule to be paid to all employees covered by this Agreement are set forth in the attached Schedule, which reflects the following wage adjustment:

Wage Effective	Amount Of Increase
January 01, 2007	2% across the board
January 01, 2008	2.5% across the board
January 01, 2009	2.5% across the board
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(B) All paychecks shall be issued and distributed every other Thursday on a bi-weekly basis. In the event a Holiday is recognized under this Agreement on a Thursday in which paychecks shall be issued and distributed, paychecks shall be distributed the preceding Wednesday.

ARTICLE VII - LONGEVITY

(A) All employees shall be paid longevity payments in addition to their base annual salary to be calculated from the date of hire as follows:

Three (3) years of service	1 % of base salary
Six (6) years of service	2% of base salary
Nine (9) years of service	3% of base salary
Twelve (12) years of service	4% of base salary
Fifteen (15) years of service	5% of base salary
Eighteen (18) years of service	6% of base salary
Twenty-one (21) years of service	9% of base salary
Twenty-four (24) years of service	12% of base salary

<u> ARTICLE VIII - INSURANCE BENEFITS</u>

- (A) The Borough shall pay the premiums for insurance coverage of all employees under the currently effective Self-Insured Program. The Borough reserves the rights to substitute the carrier of said insurance or to self-insure, provided the employees obtain identical coverage and protection. The insurance coverage contemplated under this section is delineated in the benefit booklet and addendum attached hereto. Employees selecting single coverage for health benefits will be required to pay a deductible of two hundred (\$200.00) dollars and those selecting family coverage will be required to pay a deductible of four hundred (\$400.00) dollars. Effective April 1, 2009, employees selecting single coverage shall pay two hundred (\$200.00) dollars per month towards said premiums; thirty (\$30.00) dollars per month for husband/wife, parent/child and forty (\$40.00) dollars per month for family.
- (B) The Borough shall enroll and maintain all employees within the Temporary Disability Benefits Program provided to the Police Department, at no cost to the employee. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided the individual employees obtain identical coverage and protection.
- (C) (a) The Borough shall offer to all Employees enrollment in the New Jersey Dental Plan, which Plan is presently in effect at the Borough as of the date of this Agreement. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection. The Borough shall pay the full premiums for said dental coverage for employees who elect to participate.
 - (b) Effective August 1, 1992, the Borough shall provide orthodontic coverage to a maxim benefit of one thousand dollars (\$1000.00) per year.
- (D) The Borough shall provide Life Insurance for individual employees coveted by this Agreement with a Death Benefit of not less than twenty thousand (\$20,000.00) dollars per employee.
- (E) The Borough agrees to provide Liability Insurance coverage in an adequate sum to cover employees while engaged in the performance of their duties.
- (F) Effective on January 1, 2002 the Borough shall continue to provide all employees with a Prescription Drug Insurance Plan. All premiums for said insurance shall be paid by the Borough. The plan shall include a five (\$7.50) dollar co-payment for Generic Drugs and a fifteen (\$15.00) dollar co-payment for Name Brand Drugs.
- (G) Effective on January 1, 2001 all employees shall receive Eye Care reimbursement based upon proof of payment for eye examination or eye wear during each year of this Agreement, which amount shall not exceed three (\$300.00) hundred dollars. Such payment shall be restricted to the "Employee Only". Employees at their option may use six hundred (\$600.00) dollars collectively in years 2001 and 2002 or in 2002 and 2003.
- (H) Any employees hired after April 1, 2009 will be provided HMO coverage only at no cost to the employee.

ARTICLE IX - SICK LEAVE

- (A) Every employee shall accumulate one (1) day per month sick leave during the first calendar year of employment and, thereafter, 15 day per year.
- (B) For the purposes of this paragraph only, the within contract year shall be December 1st of each year to November 30th of the following year.

In the event the employee does not utilize any or a portion of his/her sick leave, said employee shall be reimbursed on the following schedule:

ACCUMULATED DAYS	% OF COMPENSATION		
13-15	100%		
10-12	75%		
5-9	55%		
1-4	25%		

Effective 12/1/97 employees may accumulate up to ten (10) unused sick days per year, not to exceed a maximum of forty (40) days. Payment each year for the balance of the unused sick leave days shall be compensated in accordance with the aforementioned schedule.

It is further agreed that payment for unused sick leave should be made no later than the pay prior to Christmas Day of each year.

It is expressly understood that an employee must work the entire twelve (12) month period from December 1 through November 30 to be eligible for the benefit.

ARTICLE X - PERSONAL DAYS

(A) Each employee may be absent without loss of pay for a maximum of three (3) days per year for personal reasons. Such leave shall be granted upon reasonable notice to, and approval, of the Department Head. The Department Head's approval shall not be unreasonably withheld. Personal Days under this Article shall not accumulate from year to year.

ARTICLE XI - LEAVE OF ABSENCE

(A) The Borough may grant, on thirty (30) days written notice, the request of an employee to take a leave of absence without pay, not to exceed six (6) months. The Borough may waive the notice requirement. The Borough may extend such leave for a period not to exceed an additional six (6) months with the consent of the Department of Civil Service. In the event the employee extends his/her granted leave without the approval of the Borough, his/her employment maybe terminated.

ARTICLE XII - BEREAVEMENT LEAVE

- (A) 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 shall include mother, father, sisters, brothers of the employee, children, mother-in-law, father-in law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents, grandchildren or persons so designated as legal guardians or anyone regularly residing in the household. Employees shall be entitled to four (4) working days leave with pay to attend or to make arrangements for the funeral of the employee's spouse.
- (B) In the case of the stepmother residing with the employee's father or stepfather residing with the employee's mother at the time of death, employees shall be entitled to one (1) day leave with pay.
- (C) In the event any of the persons covered in this Article reside, at the time of death, more than 150 miles from the Borough of North Arlington, the employee would be entitled to one (1) more additional day with pay.
- (D) An employee may request from the Department Head additional days off in connection with a death in the family.

ARTICLE XIII- RETIREMENT BENEFITS

- (A) The Borough shall provide Pension and Retirement Benefits to employees covered by this Agreement pursuant to the Public Employment Relations Staff of the Statutes of the State of New Jersey.
- (B) The Borough shall provide and pay the premium for the insurance coverage set forth in Article VIII, Section A hereinto all employees who retire after ten (10) years of Borough employment. Said insurance coverage is to be terminated upon the employee's obtaining another substitute policy or upon the expiration of five (5) years subsequent to retirement, whichever comes first.
- (C) The Borough shall provide and pay for a Life Insurance Policy with a death benefit of no less than ten thousand (\$10,000.00) dollars to all employees who retire after ten (10) years of Borough employment.
- (D) Health Insurance coverage which would otherwise available to the employee will be continued for the employee's spouse/dependant after employee's death, so long as the recipient is the spouse/dependant at the time of the employee's death.

ARTICLE XIV - HOLIDAYS

(A) All employees shall receive the regular base of pay for one (1) full day without being required to work for each of the following recognized Holidays:

New Year's Day

Independence Day

Martin Luther King Jr. Birthday

Labor Day

Lincoln's Birthday

Columbus Day

Washington's Birthday

Veteran's Day

Good Friday

Thanksgiving Day

Election Day

Day after Thanksgiving

Memorial Day

Christmas Day

- (B) In the event the holiday falls on a Saturday, it shall be observed by the Borough on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed by the Borough on the following Monday.
- (C) In addition to the recognized holiday set forth in paragraph A above, the Borough shall observe all additional holidays declared by the President of the United States; the Governor of New Jersey or the Mayor and Council of the Borough of North Arlington.
- (D) If any of the above named holidays fall within the employee's vacation, the employee shall be entitled to such holiday(s) at anytime during the calendar year.

ARTICLE XV-VACATIONS

(A) Employees shall be entitled to paid vacations based upon the following schedule determined by length of service.

1 day for each full month of service
17 days
18 days
20 days
25 days
30 days

(B) Vacation allowance must be taken during the current calendar year at such time as approved by the Borough.

ARTICLE XVI - WORK SCHEDULE

- (A) Hours of work for all employees shall be Monday to Friday, 8:00 A.M. to 4:00 P.M. All employees shall be allowed one (1) hour leave for lunch, to be started between 11:00 A.M. and 1:00 P.M. provided that no lunch must be started no later than 1:00 P.M. If an employee's lunch hour does not begin by 1:00 P.M., that employee shall receive over time compensation, at the appropriate rate for the loss of time. Employees shall be allowed two (2) fifteen (15) minute breaks, one to be taken in the A.M. and one in the P.M. at the discretion of the Supervisor.
- (B) It is agreed by both parties that the hours of work for the employees covered under this Agreement cannot be changed without notice to and negotiation with the Union.

ARTICLE XVII OVERTIME COMPENSATION

- (A) Overtime work shall be defined as all work performed in excess of the standard seven (7) hour workday inclusive of coffee breaks, exclusive of lunch. Compensation for overtime work shall be computed as follows:
 - 1. For hours worked in excess of thirty-seven and one-half (37 1/2) hours in anyone week, inclusive of the credit for Holiday Leave, the employee shall be paid at a rate of one and one- half (1 1/2) times regular straight time rate.
 - 2. For hours worked on a Saturday, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate.
 - 3. For hours worked on a Sunday, the employee shall be paid at the rate of two (2) times the regular straight time rate.
 - 4. For hours worked in excess of eleven (11) hours in anyone day, the employee shall be paid at the rate of two (2) times the regular straight time rate.
 - 5. For hours worked on a Holiday recognized under this Agreement, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate, exclusive of Holiday Pay declared under Article XIV of this Agreement.
 - 6. It is understood that the regular workday shall remain seven (7) hours. Any hours worked between 35 and 37 1/2 hours per week that is contiguous to the workday shall be paid at the applicable straight rate.
 - (B) In the event an employee not on duty is called into work for an emergency either after the completion of a regularly scheduled workday or prior to the commencement thereof, he/she shall receive the greater of the payment of forty-five (\$45.00) dollars or a minimum of two (2) hours pay at the applicable overtime compensation, whichever is greater. Such payment shall be made regardless of time actually worked by the employee as a result of being called into work. For example, if the employee reports for work the next day at 7:00 A.M., that employee is entitled to overtime rate of time and 1/2 until 8:00 A.M.
 - (C) The Superintendent shall advise the Shop Stewart of how many employees will be needed for overtime. The Shop Stewart shall prepare and maintain a list of eligible employees for overtime. Rotation will begin with the senior man and will continue until the complete list is exhausted. Once the list is completed it will revert back to the senior man. The overtime rotation list will be posted on the bulletin board or by use of the time cards. The rotation will be established by the Supervisors and the Shop Steward in the first instance and updated accordingly.

In the event the emergency callout or overtime work is not within the title or qualifications of the senior man next to be called on the list, the senior man next qualified to perform the work will be asked to perform the work and the next overtime call out will revert back to the normal rotation.

In the event of a callout to work during a period that is not during the regular workday as defined by the Agreement and it is the intent of the parties that overtime shall commence at the time of callout and continue at the applicable rate time 8:00 A.M. At 8:00 AM. the new Workday shall commence at the appropriate straight time rate for hours worked.

- (D) Overtime work for emergency assignments are recognized by both parties as necessary and required for the health, safety and welfare of the inhabitants of the Borough. Emergency assignments shall not be refused.
- (E) The Department Head shall post overtime hours worked in a calendar year for each individual employee at intervals of no less frequency than one (1) per month. Such posting shall be made no later than the fifteenth day of the following month for the prior month. If such list is not posted by the Department Head, the Shop Steward may post such a listing that shall be binding upon the Department for the remainder of that month.
- (F) An employee who is required to perform duties of a higher title, which duties are not included within the job description of the employee's permanent title, shall be paid the rate of such higher title for the actual time spent, provided the employee performs the duties of the higher title for four (4) hours or more in a shift. The employer shall not unreasonably change personnel to avoid tile payment specified herein.

ARTICLE XVIII - SENIORITY

- (A) Seniority is defined as an employee's total length of service with the Borough beginning on his/her first date of employment. An employee whose service with the Borough was discontinued for reasons other than leave of absence and whose employment was subsequently resumed shall not accrue seniority credit during the time when he/she was not employed by the Borough.
- (B) All senior employees shall receive preference in connection with the scheduling of vacations.
- (C) Seniority shall be considered by the Borough on cases of promotions; demotions, layoffs, and recall.
- (D) The Borough shall maintain an accurate seniority roster to show each employee's date of hire, classifications and pay rate. A copy of said roster shall be furnished to the Union upon request, which request shall not be more than two (2) times in one (1) year.

ARTICLE XIX - UNION BUSINESS

- (A) The Union shall designate a Shop Steward who shall be charged with the responsibilities in handling Union affairs under this Agreement.
- (B) The Union shall have the right to represent individual employees through all stages of the grievance procedure by its Officer, Agents or Shop Stewards.
- (C) The Borough shall permit the Shop Steward of the Union or anyone Union member designated by the Shop Steward, leave with pay not to exceed six (6) calendar days in one (1) year for the purpose of attending to union business. In no event shall more than one (1) Union representative be on leave at the same time.

ARTICLE XX - BULLETIN BOARDS

- (A) The Borough agrees to provide bulletin boards for Union purposes in locations to be determined by the Borough.
- (B) The bulletin boards may be used by the Union for general matters of Union interest. Among the purposes for which the bulletin boards may be used include the following:

Notice of Union Meetings

Nominations and Elections Notice

Election Results

Copies of Agreements between the Borough and the Union

- (C) The Union agrees not to use the bulletin boards for employment derogatory or disruptive purposes.
- (D) All uses of the bulletin boards shall be subject to the approval of the applicable Department Head. Said approval shall not be unreasonably withheld.

ARTICLE XXI - PAYROLL DEDUCTIONS

- (A) Payroll deductions from employees salaries for dues to the Union shall be made by the Borough upon submission by the Union to the Borough of notification by the employee authorizing the Borough to deduct the dues from his/her pay and to forward same to the Union.
- (B) As to those employees covered under this Agreement who are not members of the Union and from whom payroll deductions and dues are not made under paragraph A of this Article, the Borough shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty-five (85) percent of the payroll deducted from those employees, who are members of the Union and shall forward same to Union.

ARTICLE XXII - NON-INTERRUPTION OF WORK

- (A) The Union agrees not to cause, sanction or take part in any strike whatsoever, either sit-down; sit-in, sympathy, general or other strike. The foregoing shall not be deemed in derogation of, but in addition to, any coalition against strikes provided by law.
- (B) The Borough represents that it shall not cause a "lockout" of Union employees.

ARTICLE XXIII - MAINTENANCE OF BENEFITS

(A) Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of signing of 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.

ARTICLE XXV - SEPARABILITY

(A) If any provisions of this Agreement or any application of this Agreement to any employee, member group of employees or member 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 provision or application shall continue in full force and effect.

ARTICLE XXVI - WORK UNIFORMS

- (A) Employees shall be required to wear uniforms, supplied by the Borough, during working hours.
- (B) During the years 2004, and 2005, the Borough shall make available to each employee three hundred fifty (\$350.00) dollars which shall be used by the employee for the sole purpose of purchasing authorized work uniforms.
- (C) Each employee shall receive an annual uniform maintenance allowance in the amount of four-hundred twenty-five (\$425.00) dollars for the year 2004, and four-hundred fifty (\$450.00) dollars for the year 2005, payable in two (2) installments.

The payment schedule will be as follows;

Payment pursuant to this schedule shall be made on the regular payday immediately preceding the date specified below.

April 15, 2004	\$225.00
December 15, 2004	\$200.00
April 15, 2005	\$225.00
December 15,2005	\$225.00

(D) If any part of an employee's uniform and/or personal effects is damaged in the performance of duty, it shall be the responsibilities of the Borough to replace same, upon approval of the Public Works Chairman, which approval shall not be unreasonably withheld.

The maximum replacement value of personal items shall not exceed fifty (\$50.00) dollars, with the exception of prescription eyeglasses or dentures, which shall be limited to one-hundred (\$100.00) dollars of eyeglasses and two-hundred (\$200.00) dollars for dentures.

(E) Each employee will be issued, by the Borough, work gloves. Work gloves will be replaced only if the prior pair is returned.

ARTICLE XXVII - COMMERCIAL DRIVER'S LICENSE

(A) The employer shall reimburse the employee the cost of the Commercial Driver's License (C.D.L.), as well as renewals of such driver's license.

The employee shall be permitted a reasonable period of time during working hours to secure such CD.L.

The above is restricted to those employees who are required to possess such license to perform their assigned functions.

ARTICLE XXVIII - TERM

(A)	This Agreement shall become effective as o state another date, and shall remain in full f 31, 2005. Then this Agreement shall continuously month basis until a new Agreement is execut	nue in full force and crices on
ATT	TEST:	BOROUGH OF NORTH ARLINGTON
		PETER C. MASSA, MAYOR
ΑΊ	TTEST:	OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 32

BLUE COLLAR SALARY SCHEDULE

	1/1/06 3.5%	1/1/07 2%	1/1/08 2.5%	1/1/09 2.5%
Parking Violations	35,633.77	36,346.45	37,255.11	38,186.89
Senior Public Works Repairer	62,749.16	64,004.14	65,604.24	67,244.35
Public Works Repairer	57,329.16	58,475.74	59,937.64	61,436.08
Public Works Equipment Operator	59,522.76	60,713.22	62,231.05	63,786.83
DPW Laborer Existing DPW Laborer-Date of Hire -Start of 2 nd Year -Start of 4 th Year -Start of 5 th Year -Start of 6 th Year	56,516.76 23,469.68 26,979.90 30,950.33 34,923.30 43,652.85 53,243.73	57,647.10 23,939.07 27,519.50 31,569.34 35,621.77 44,525.91 54,308.60	59,088.28 24,537.55 28,207.49 32,358.57 36,512.31 45,639.64 55,666.32	60,565.49 25,150.99 28,912.68 33,167.53 37,425.12 46,780.61 57,057.98
Mechanic	59,539.73	60,730.52	62,248.78	63,805.00
Building Maintenance Worker	40,218.27	41,022.64	42,048.21	43,099.42

HP Color LaserJet 2840

HP LASERJET FAX

Mar-17-2009 4:03PM

Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
2182	3/17/2009	3:58:56PM	Send	12013486633	4:51	34	OK

BOROUGH OF NORTH ARLINGTON 214 Ridge Road North Artington, NJ 07031 Phone: 201-991-6060 Fax: 201-991-0146

FAX COVER SHEET

	11
DATE:	2 1 09
TO:	2/13/09 Tray
COMPAN	Y:
FAX#:	
RE:	College Contract
PROM:	Cathy
NUMBER	OF PAGES (including cover):
COMMEN	TTS:
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*	
- :	
If you have	my questions or are in need of additional information, please feel free to contact the sender a