

AGREEMENT

BETWEEN

BOROUGH OF LINCOLN PARK
MORRIS COUNTY, NEW JERSEY

AND

LOCAL 74
UNITED SERVICE WORKERS UNION

"D.P.W. & CLERICAL"

For the term of:

JANUARY 1, 2012 Through DECEMBER 31, 2014

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AGREEMENT

By this Agreement, made this 26 day of September, 2012, by and between the BOROUGH OF LINCOLN PARK (hereinafter referred to as "Borough") and the LOCAL 74, UNITED SERVICE WORKERS UNION, (hereinafter referred to as the "UNION"), which has as its purpose the promotion of harmonious relations between the Borough and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, the parties hereto mutually agree as follows:

ARTICLE I
RECOGNITION

The following shall be excluded from the bargaining unit: (a) all professional, managerial and supervisory staff, (b) all confidential, seasonal, police, school crossing guard or temporary employees, and (c) all workers hired and funded on a joint cooperative basis with another unit of government.

The following titles are included in and covered by this Collective Bargaining Agreement:

CLERICAL

Pr. Clerk Stenographer
Pr. Clerk Bookkeeper
Pr. Clerk Typist/Registrar Vital Statistics
Pr. Assessing Clerk
Pr. Payroll Clerk/Tax Clerk
Pr. Payroll Clerk/Typist
Pr. Account Clerk
Pr. Police Records Clerk
Sr. Clerk Stenographer
Sr. Assessing Clerk/Sr. Clerk Typist
Sr. Payroll Clerk/Sr. Tax Clerk
Sr. Tax Clerk
Sr. Account Clerk
Sr. Cashier
Sr. Clerk Typist
Police Records Clerk
Police Dispatcher
Clerk Stenographer
Telephone Operator/Receptionist
Account Clerk
Clerk Typist
Deputy Court Administrator
Public Safety Telecommunicator
Senior Public Safety Telecommunicator
Public Safety Communicator Trainee

PUBLIC WORKS

Road Supervisor
Supervisor of Garage Services
Recreation & Park Maintenance Supervisor
Recycling Supervisor
Sewer Supervisor
Supervisor Public Works
Water Supervisor
Sr. Public Works Repairer
Public Works Repairer
Recreation & Park Maintenance Worker
Laborer
Public Works Trainee
Working Supervisor
Supervising Maintenance Repairer

ARTICLE 2
DISCRIMINATION AND COERCION

Neither the Borough, nor the Union, nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his/her Union membership or non-membership or his/her participation or non-participation in Union activities. Neither the Borough nor the Union shall discriminate against any employee because of race, color, sex, religion, national origin, political affiliation, marital status, age or physical disability (unless based on a bona fide job requirement).

ARTICLE 3
UNION SECURITY

The Borough agrees to give effect to the following form of Union security:

- A. All permanent, full-time employees, and all permanent, part-time employees, who are members of the bargaining unit on the date of execution of this Agreement, may remain members of the bargaining unit in good standing.
- B. It is agreed that at the time of hiring, the Borough will inform newly hired employees, who fall within the bargaining unit, that they may join the Union ninety (90) calendar days thereafter.
- C. All vacant positions shall be posted giving employees five (5) working days to apply for such openings.
- D. Payroll division is to notify Union of all new hires and titles (plus promotional) upon notification from Administrator's office.
- E. Payroll division is to provide Union Steward with a list of all Local 74 members, their addresses, Social Security number and base pay on a yearly basis.

ARTICLE 4
UNION DUES/DEDUCTIONS

- A. The Borough agrees to deduct Union dues from the wages of employees within the bargaining unit provided the employee executes a proper written legal authorization for such dues deduction. Said dues shall be deducted monthly and remitted monthly to the Union Treasurer. The Union shall notify the Borough in writing of the amount to be deducted. The Borough shall not be responsible for the transmission, receipt and use of the funds when payment has been placed in the mail or picked up by the Union.
- B. The Borough recognizes the form of Union security known as "Agency Shop". Any non-member employee in the bargaining unit who chooses not to authorize the deduction of membership dues, initiation fees and assessments charged by the

Union to its own members shall pay a representation fee which is derived from the cost of the benefit provided to employees of the Union (including but not limited to) Union service, grievance and bargaining representation, but in no event shall such fee exceed 85% of the regular membership dues. The Union shall advise the Borough in writing of the amount due from each non-member employee as aforesaid and certify that such sum does not exceed 85% of the regular membership dues.

- C. Any non-member employee in the bargaining unit who pays a representation fee in lieu of dues as aforesaid, shall have the right to demand and receive from the majority representative under proceedings established and maintained in accordance with N.J.S.A. 34:13A-5.6, a return of any part of that fee paid by him which represents the employee's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes by a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to force the policy goals and collective negotiations and contract administration or to secure for the employees represented advantages in wages, hour and other condition of employment in addition to those secured for collective negotiations with the public employer.
- D. The Union shall be solely responsible to account to such employees for the receipt and disbursement of all funds collected pursuant to this Paragraph and shall indemnify and hold the Borough harmless from all loss and liability including, without limitation, all cost of defense on account of any claim asserted by any person relating to the collection, disbursement and purposes for which such funds may or shall be used. Notwithstanding the foregoing, this section shall not be construed to prevent the Borough's attorney from appearing or participating in any litigation to which the Borough is a party.
- E. If, during the term of this Agreement, the Union effectuates any change in the rate of membership dues, the Union shall furnish to the Borough written notice of same sixty (60) days prior to the effective date of such change.
- F. Within fifteen (15) days of deduction, the amounts so deducted shall be certified to the Borough by the Union and the aggregate deductions of all employees shall be remitted to the Union together with the list names of all employees for whom the deduction were made.
- G. The Union shall provide the necessary "check-off authorization" form and the Union shall secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Union shall indemnify, defend and save the Borough harmless against any and all claims demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the

salary deduction authorization forms submitted by the Union to the Borough.

- H. An employee may terminate his/her dues deduction in writing to the Union and Borough in accordance with State Law. The Borough shall cease deducting dues for said employee as of January 1, or July 1 next succeeding the date on which the notice of termination was filed by said employee.
- I. Upon receiving written authorization from an employee, the Employer will deduct from each employee's regular weekly (bi-weekly) wages, the sum designated by the employee on said authorization and forward the sum deducted to the Local 74 U.S.W.U. within one week's time. No deduction shall be made in a pay period where the employee's wages are less than the sum designated to be deducted.

ARTICLE 5
MANAGEMENT RIGHTS

- A. In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to signing of the Agreement. In accordance with Civil Service Rules and Regulations, except where expressly modified by the Agreement, the Borough's prerogatives included the following rights without the limit of the foregoing.
 - 1.To manage and administer the affairs and operations of the Borough; and
 - 2.To direct the Borough's working forces and operations; and
 - 3.To hire, promote and assign employees; and
 - 4.To demote, suspend, discharge or otherwise discipline employees; and
 - 5.To maintain efficiency of the Borough's operations; and
 - 6.To determine the methods, means, job classifications and personnel by which such operations are to be conducted; and
 - 7.To discharge employees from duties because of lack of work or for other legitimate reasons, such layoff to be made in order of seniority, in the class, the person(s) last appointed to be first laid off; and
 - 8.To determine reasonable schedules of work and establish methods and processes by which such work is to be performed; and
 - 9.To take whatever actions may be necessary to carry out the responsibilities of the Borough; and

10. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and
 11. To promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.
- B. With respect to Paragraph A above, the Borough's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of the Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.
 - C. Nothing contained in this Agreement shall operate to deny to or restrict the Borough in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.
 - D. The Union hereby acknowledges that the Borough being a public agency is free to use Union or non-union contractors and sub-contractors without interference from the Union, its officers or its members. Further, the Borough shall have the right, at its sole discretion, to apportion work by subcontract or other similar means, as it may see fit, in order that the services to be performed by the Borough may be carried out for the benefit of the public.

ARTICLE 6
GRIEVANCE PROCEDURE

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. Where there is dispute, and pending the grievance procedure, work shall continue in a regular and orderly manner without interruption.
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/her departmental supervisory staff and having the grievance adjusted without formal proceedings.

B. Definition:

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of the provisions of the Agreement and may be raised by an individual, the Union or the Borough.
2. "Days" mean working days **exclusive** of weekends and holidays.

C. Steps of the Grievance Procedure:

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

(1) Step One: Department Head

- a) A member of the bargaining unit having a grievance shall, within ten (10) days after the occurrence of the grievance, submit such grievance, in writing, signed and dated, to the department head. Any grievance not filed within ten (10) days of its occurrence shall be considered void.
- b) The written grievance must identify the grievant by name(s); if filed by the Union, it must identify the Union's representative as well; must set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, and the names of the person(s) causing such action or failure to act, if applicable, and the specific contract provision(s) forming the basis of the grievance; and must set forth with particularity the remedy sought by the grievant. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing.
- c) Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the department head shall render a decision within five (5) working days after receipt of the grievance.

(2) Step Two: Department Director

- a) In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response received at Step One to the Department Director, together with a written, signed and dated statement of the grievant's dissatisfaction with the results at Step One.

- b) Upon receipt of the grievance, the Department Director, or his representative, shall render a decision in writing within five (5) working days from the receipt of the grievance.

(3) Step Three: Borough Administrator

- a) In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Director has not served a timely written response date set forth in Step Two, the grievant may present the grievance and any written response(s) received at Step One and/or Step Two to the Borough Administrator, together with a written, signed and dated statement of the grievant's dissatisfaction with the results in Step Two.
- b) Upon receipt of the grievance, the Borough Administrator, or his representative, shall render a decision in writing within ten (10) working days from the receipt of the grievance.

(4) Step Four: Arbitration

- a) Should the aggrieved person be dissatisfied with the decision of the Borough Administrator, or should the Borough Administrator fail to respond within the time period prescribed in Step Three, then such aggrieved person may file within twenty (20) working days for binding arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Board of Mediation.
- b) If the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.
- c) 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 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.
- d) The cost of services of the arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.
- e) The arbitrator shall set forth his findings of 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.

(5) Scheduling of Conferences, Meetings and Hearings

Grievance and arbitration conferences, meetings and hearings shall be held at mutually acceptable times and places, provided that such conferences, meetings and hearings shall be scheduled after an employee's regular working hours whenever reasonably possible. The individual grievant may have, if he chooses, an employee representative from the Union to assist in the resolution of the grievance at such conferences, meetings and hearings. In the event such conferences, meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating there at. Requests for employee representatives and witnesses shall be made to the Borough Administrator in writing by no later than three (3) days prior to the date of any conference, meeting or hearing, and such dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Borough.

D. Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) calendar days shall be deemed to constitute abandonment by the Borough. A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the Borough 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 twenty (20) calendar days after such meeting, the Borough Administrator may within ten (10) calendar days thereafter file for binding arbitration in accordance with Step Four above. In no event shall the exercise of this provision or the fact of its availability to the Borough be deemed a waiver of any right under appropriate circumstances to injunctive relief.

E. Grievance Representative:

A grievant may be represented by a member of the Union or anyone else of the grievant's choosing at Step One or at any subsequent proceeding, but not only if the grievant so requests such representation. If the grievant does not elect to be represented by the Union at said proceeding, a Union representative may, nevertheless, be present to protect the Union's contractual interests.

F. Civil Service Jurisdiction:

Notwithstanding any foregoing provisions to the contrary, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration.

The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

G. Grievance Limitation:

It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.

H. Disciplinary Proceedings:

Civil Services rules and regulations shall govern all disciplinary actions. When a suspension, fine, demotion or discharge for disciplinary purposes is taken against any member of the bargaining unit, the employee subject to said disciplinary action may grieve such action in accordance with Section C of the Article provided the employee first submits to the Borough a written waiver of his right to appeal before the Civil Service Commission.

ARTICLE 7
NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union, its officers or members, 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., either the concerted or planned failure to report for duty, 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, slow-down, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of the Agreement.
- B. In the event of a strike, slow-down, walkout or other job action, 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 Union will actively discourage and will take whatever affirmative steps are necessary to prevent any strike, work stoppage, slow-down, walkout or other job action against the Borough. In the event that any of the employees violate the provisions of this Article, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Borough, and use every means at its disposal to influence the employees to return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek and obtain such judicial relief as it may be entitled to

have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

- E. The Borough shall not "lock out" members of the bargaining unit on a concerted or discriminatory basis, as a means of bringing them to accept the Borough's terms.

ARTICLE 8 **PROBATION PERIOD**

All new and promoted employees shall serve a probationary period according to applicable Civil Service Rules and regulations for the State of New Jersey, as revised.

ARTICLE 9 **SENIORITY**

Seniority, which is defined as continuous employment with the Borough from date of last hire, will be given due consideration by the Borough under the following circumstances:

- A. The most senior employee shall be given preference in the selection of vacations, provided that there is no interruption of the normal operations of the Borough.
- B. Overtime shall be distributed by a listing starting with the most senior qualified employee in a descending order to the least senior qualified employee.
- C. On promotions in the unclassified service where two candidates' ability, past performance, experience, qualifications, education, aptitude, and other job requirements or qualifying criteria are equal, the most senior employee shall be promoted.

ARTICLE 10 **WAGES**

Effective January 1, 2012, a 2% across-the-board increment applied to each member of the bargaining unit employed full-time whose salary is at the maximum range in 2011. Effective January 1, 2013, a 1% across-the-board increment applied to each member of the bargaining unit employed full-time whose salary is at the maximum range in 2012. Effective January 1, 2014, a 2% across-the-board increment applied to each member of the bargaining unit employed full-time whose salary is at the maximum range in 2013.

These increments shall be pro-rated by the number of months said member was employed by the Borough in 2012 (or the applicable year thereafter). This increment shall not be granted to those employees hired in 2012 (or applicable year thereafter) at an entry level salary already incorporating the said increment. These increases shall be reflected in the Borough Salary Resolution in each applicable year.

Employees promoted or changed to a higher classification shall receive an increase of \$500.00, which shall become part of their base salary on appointment to the new classification. In the event such employee is subsequently demoted or returns to his/her former classification, the said salary increase shall be forfeited and his/her base salary adjusted accordingly.

Payroll shall be paid every two (2) weeks commencing with the earliest possible date of implementation.

ARTICLE 11 **HOLIDAYS**

Employees shall be entitled to fourteen (14) off-duty days per annum during the term of this Agreement, which shall be the equivalent of Holidays. The off-duty time for holidays shall be in accordance with a schedule established or approved by the Borough Administrator. The designated holidays are:

New Year's Day	Day after Thanksgiving
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Two Floating Days
Labor Day	

Additional holidays may be designated at the direction of the Borough Council. In the event that a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event that a holiday falls on a Sunday, the holiday shall be observed on the following Monday. A designated holiday falling within the vacation period of an employee, shall not be charged as a vacation day. In the event that Christmas or New Year's Day falls on a Saturday then the Friday and Saturday are recognized as holidays. If Christmas or New Year's Day falls on a Sunday then the Sunday and the following Monday are recognized as holidays.

ARTICLE 12 **LONGEVITY**

Effective in 1991, employees, working 20 or more hours per week, shall be entitled to longevity computed upon base pay in accordance with the following schedule:

- 1-5 years - No compensation
- 6-10 years - Three percent (3%) of base salary
- 11-15 years - Four percent (4%) of base salary
- 16 plus years - Five percent (5%) of base salary

During initial year of eligibility (start of the 6th year of employment), longevity pay will be pro-rated from the employee's anniversary date to the end of the year. The longevity will be paid in a lump sum on or before November 15th, of each year.

Permanent part-time employees, at the time of this contract, working 20 or more hours per week, shall receive pro-rated longevity pay based upon total hours worked in relation to full time hours.

Effective January 1, 1999, new employees shall not be entitled to any longevity.

ARTICLE 13
VACATION

- A. The annual vacation leave with pay for members of the bargaining unit shall be earned at the following rate:

2012 & Duration of Contract

<u>Years of Service</u>	<u>Amount</u>
1 st year	12 days*
2 nd to 5 th year	14 days
6 th to 10 th year	17 days
11 th to 15 th year	19 days
16 th to 20 th year	21 days
20 th + year	24 days

*In the first calendar year of employment, each member shall earn and receive one (1) vacation day for each complete month of service.

For the purpose of this Article, each "year of service" shall mean each anniversary year worked. Regularly appointed part-time employees shall receive vacation credit allowance proportionate to number of hours worked.

- B. An employee will not be granted vacation leave during the initial three (3) months of employment but such period may be credited towards annual vacation allowance.
- C. Eligibility for additional vacation days based upon length of service shall vest at the time of an employee's anniversary date. However, such additional vacation days may be utilized as of January 1, in any calendar year in which an employee shall become so eligible.
- D. An employee may request approval to carry over to the year immediately succeeding not more than ten (10) vacation days. No such carry over shall be approved without the prior written consent of the Department Head and the Borough Administrator.

- E. Except in the case of retirement, (as specified in Section F) or termination resulting from moral turpitude, an employee who is terminated or who voluntarily terminates his/her employment, shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective.
- F. If at any time during a calendar year an employee retires after twenty-five (25) years or more of employment, he shall be entitled to pro-rated vacation allowance during the last year of employment. If an employee attends any retirement conference and then retires within the next year, the day would be paid back.
- G. Vacations should be taken in segments of at least one (1) week, that is, five (5) or more consecutive vacation days. One half (1/2) days shall be discouraged; single days may be taken upon adequate prior notice, if approved by the Department Head and Division Head, and shall not be unreasonably denied.
- H. Where a conflict of vacation schedules among employees occur, the most senior employee shall have preference.
- I. If upon termination from the Borough's service, an employee has used more paid vacation leave than that to which he is entitled under this Article, he shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of paid vacation leave taken in excess of the number of paid vacation leave days to which he is entitled. For purposes of computing such entitlement, vacation allowance for the current year shall be pro-rated upon the number of months worked in the calendar year in which the termination from service becomes effective, and any paid vacation leave which may have been carried over from the preceding calendar year pursuant to paragraph C & D above.
- J. The Borough may "buy back" unused vacation days at the employees regular rate of pay provided that the said employee requests same in writing and such request is approved by the Administrator no later than December 1 in the year the vacation days are earned.

ARTICLE 14
SICK LEAVE

The provisions of this Article shall be administered in accordance with the New Jersey Family Leave Act and the Family and Medical Leave Act.

A. Credit for Sick Leave:

- 1. 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 also be used for short periods for the attendance of

the employee upon the member of the immediate family who is seriously ill.

2. 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:

Sick leave shall accrue to each employee on the basis of one working day per month during the remainder of the first calendar year after initial date of appointment. Thereafter, each employee shall be entitled to compensable sick leave of fifteen (15) days per calendar year, and any amount of sick leave allowance not used in any calendar year shall accumulate to an employee's credit from year to year to be used only if and when needed for such purpose.

C. Verification of Sick Leave:

1. An employee who shall be absent on sick leave for three (3) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
 - a) An employee who has been absent on sick leave unverified by a physician, for periods totaling ten (10) days in one (1) calendar year consisting of 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 chronic or recurring nature requiring repeated absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.
2. The Borough may require proof of illness of a member on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
3. The Superintendent of Public Works or his designee may conduct a home visit of an employee who has used four (4) or more consecutive sick days. If an employee has used three (3) consecutive sick days or less, a home visit should not be conducted as a routine matter, but only upon a documented reasonable suspicion set forth in writing by the Superintendent or his designee documenting the circumstances surrounding the event triggering a home visit.
4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health and/or physician shall be required by the Borough.
5. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will not jeopardize the health of other employees.

6. A doctor's note will be required on return to work for all sick days used on the day before and the day after all recognized Borough holidays.

D. Reporting of Absence on Sick Leave:

If an employee is absent for reasons that entitle him to such leave, his/her supervisor shall be notified prior to the employee's starting time wherever possible:

1. Failure to notify his/her supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Sick Leave Compensation:

At retirement in good standing following twenty-five (25) or more total years of service in good standing, employees will be compensated for unused accumulated sick leave not to exceed, however, two hundred ten (210) days based upon the individuals rate of pay at the year of retirement provided that sick leave shall be paid on the basis of one (1) paid day for every two (2) sick days accumulated and in no event shall such compensation exceed the sum of \$15,000.00 unless otherwise required by law*.

*Employee will be required to give notice of retirement to Administrator by December 1st of preceding year for budgetary purposes.

F. Sick Leave Incentive Plan:

1. 0 sick days taken in calendar year \$1,000.00
2. 1 - 3 sick days taken in calendar year \$750.00
3. 4 - 5 sick days taken in calendar year \$500.00

Payments to be made by 1/31 of the following fiscal year.

The Union agrees to cooperate fully in minimizing sick leave taken and eliminate any abuses called to its attention.

ARTICLE 15
BEREAVEMENT LEAVE

- A. In case of death to immediate family, an employee shall be granted up to five (5)

days leave provided the employee attends the funeral or memorial services.

- B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents, grandchild, step-parents and guardians.
- C. Reasonable verification of the event may be required by the Borough.
- D. In the event of a death in the immediate family which could cause the employee to travel considerable distance or would otherwise entail additional time off, additional days may be granted by the Borough Administrator at his/her discretion in unusual or extraordinary circumstances.

ARTICLE 16 **MILITARY LEAVE**

- A. Any employee covered under this Agreement, who is a member of the National Guard or Naval Militia of the State or the Military or Naval Forces of the United States, and is required to undergo annual active duty field training, shall be entitled to such additional leave as is provided by State Law.
- B. The employee shall make formal written request through the Department Head to the Borough Administrator as soon as reasonably possible after receipt of orders. The employee shall submit a copy of the Military Order to the Department Head, unless such order is of a classified nature. The employee, upon return from duty, shall submit a certificate showing the dates of participation in the training program.

ARTICLE 17 **JURY DUTY**

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for regularly scheduled working time lost, exclusive of overtime and standby pay. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance, or upon receipt of summons, if this occurs within two weeks of jury duty.

ARTICLE 18 **HOURS OF EMPLOYMENT**

- A. Department of Public Works:

The regular work week shall be from Monday to Friday (7:00 a.m. to 3:30 p.m.), both inclusive, and shall consist of five (5) days, eight (8) hours each, exclusive of one-half (1/2) hour for lunch. The lunch break shall be scheduled by the foreman at each job site.

Two D.P.W. workers will be given the opportunity to volunteer by seniority to work on Saturday for Recycling Center and Compactor at the D.P.W. yard. This will be for a four (4) week period. The hours for these two workers will be Tuesday to Friday (7:00 A.M. to 3:30 P.M.) and Saturday (8:00 A.M. to 4:30 P.M.) exclusive of one-half (1/2) hour for lunch. Saturday rate of pay will be time and one-half with Sunday and Monday as days off. Hours worked in addition will be overtime. If two workers haven't signed up for the Recycling center or compactor then the two most junior employees will be appointed to work the four (4) week schedule, effective September 1, 1996.

B. Full-Time Clerical:

The regular workweek for full-time employees (excluding the police dispatcher and police records clerk) shall be from Monday to Friday, both inclusive, and shall consist of five (5) days of seven (7) hours each exclusive of one (1) hour for lunch. The lunch break shall be scheduled by the Department Head.

C. Police Records Clerk:

The regular workweek for the full-time police records clerk shall be Monday to Friday, and shall consist of five (5) days of eight (8) hours each, inclusive of one (1) hour for lunch.

D. Public Safety Telecommunicator:

The regular workweek for the full-time Public Safety Telecommunicator shall consist of twelve (12) hour shifts. The exact workweek shall be scheduled by the Police Chief.

E. Coffee Break:

Employees will be granted two (2) fifteen minutes coffee breaks daily, one (1) such coffee break shall be in the morning and the other in the afternoon at times and locations, in areas as close to the work site as possible, designated by the Department Head, Foreman or Supervisor.

F. Clean-up Time Department of Public Works:

Employees of the Department of Public Works shall be entitled to fifteen (15) minutes to clean up at the Department of Public Work Building prior to all meals and quitting time. The Borough may install such time recording procedures as it sees fit.

ARTICLE 19
OVERTIME

- A. 1. Double-time rate of pay for all full-time Borough employees after first sixteen (16) hours have been worked at existing rate of pay (straight time, time and one-half, double time).
2. Any work performed in excess of forty (40) hours during the regular work week except as provided in Article 18, Section 1, shall be considered overtime and compensated for at one and one-half (1 1/2) times the regular hourly rate of pay or by compensatory time off at the discretion of the Borough Administrator and with the agreement of the employee. Unused compensatory time shall be taken by the end of each calendar year, or it shall be forfeited, provided that with the prior written approval of the Borough Administrator, any compensatory time earned from November 1, through December 31 may be carried over and taken before March 1, 2012/2013/2014, but if not taken by said date, shall be forfeited.
- B. If an employee is called into work outside the regular working hours, he/she will be guaranteed a minimum of four (4) hours pay at the overtime rate, provided that said four (4) hour guarantee does not apply if an employee is required to remain on the job after regular hours without his/her having already left work for the day or if the employee has already been called in and received the four (4) hour guarantee during the preceding six (6) hours.
- C. 1. Double time rate of pay will be earned only after the first eight (8) hours are worked at the time and one half rate of pay.
2. Any D.P.W. employee required to work on any of the Borough's recognized Holidays (Article 11), shall be paid for such work at the double-time rate of the employee's regular pay, not to exceed twenty-four (24) hours.
- D. Overtime shall be distributed in seniority order provided the employee has the ability to do the work. The only exception is, each time water or sewer work is needed, employees working in those areas will be offered the work first, in seniority order before the work is offered to the rest of the bargaining unit. Scheduled overtime shall require forty-eight (48) hours notice. A published overtime list of all employees based on seniority and qualifications shall be maintained and overtime shall be offered to each qualified employee as his/her turn arises, except for Water and Sewer Departments. If an employee is unavailable, he shall forfeit his/her turn.
- E. If an emergency situation is anticipated or declared by the Department Head, each and every employee shall be subject to call for overtime duty. During this "State of Emergency" twelve (12) hour shifts will be implemented. Based upon an arbitration agreement the compensation shall be straight time for the first four (4) hours and time and a half for the next eight (8) hours. This arrangement will apply to both

shifts based on an adjusted work period of 11:00 AM to 11:00 PM, if possible. If the "State of Emergency" is declared by governmental agency higher than the municipality, it is absolute and cannot be grieved. If the "State of Emergency" is declared at the municipal level, the Union shall cooperate during the period of such declaration, but shall have the right to grieve it.

- F. Any employee who is required to work for ten or more consecutive hours shall be provided a meal allowance, for the next appropriate meal, and one-half hour off, compensated, for said meal. Meal allowances shall be for the actual cost of the meal, but not to exceed six dollars (\$6.00).
- G. All clerical employees must be at their assigned position and working by 8:00 a.m. Overtime rate of pay shall be paid to all clerical employees after 5:00 p.m. (employee option comp. time or overtime). Supervisor and Administrator shall pre-approve all requests for overtime/compensatory time (clerical division).

ARTICLE 20 **HOSPITAL AND MEDICAL INSURANCE**

- A. All employees regularly working in excess of 20 hours per week covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross, Blue Shield, Rider J and Major Medical Insurance as provided for in the State Health Plan and shall be entitled to coverage of the New Jersey Dental Plan, Intermediate Level, Plan B, effective July 1, 1980. The premiums for these benefits shall be paid in accordance with Chapter 78 of P.L. 2011 with applicable employee contributions.

Effective January 1, 1999, the Borough will increase the Dental Plan benefit to two thousand (\$2,000) dollars per year for employees and each of their insured eligible dependents. Effective January 1, 1999, "Traditional Coverage Plan" will no longer be available.

- B. The Borough shall have the right to change insurance carriers so long as equivalent benefits are provided.
- C. Coverage shall continue while on paid sick leave.
- D. All employees, upon retirement, after 25 years or more of continuous full-time employment with the Borough, shall continue to receive full health benefits coverage as described above and adopted by the Governing Body on April 27, 1987 resolution, R87-1 38.
- E. The Borough shall replace eyeglasses if broken on the job.
- F. The Borough shall institute an Eye Care Plan for the employees and each of their insured eligible dependents. The maximum reimbursement per year, per person,

shall be three hundred (\$300.00) dollars for eye exam and glasses/corrective lenses.

- G. Dental coverage for children shall extend to December 31 of the year in which the children reach the age of twenty-three (23), regardless of whether they are current students.
- H. Effective June 1 2007, all new hires will only be eligible for Major Medical Health Benefits that is different than the current package that is available to current employees. The new package will have co-payment obligations of approximately \$20.00 to be paid by the employee. The premiums for these "employee benefits" shall be paid by the Borough except that payments shall be made by the employees for additional coverage beyond "employee coverage" at one hundred percent (100%) of the coverage premiums differential above that for "employee (individual) benefits coverage". Contributions for premium shall also be paid by employees in accordance with Chapter 78, P.L. 2011.

ARTICLE 21 **BOROUGH/UNION COOPERATION**

The Union recognizes that it is the responsibility of the Borough to determine levels of performance and working conditions for employees. The Union pledges its cooperation in the following areas:

A. Employee Performance:

The Union shall encourage all employees to:

1. maintain and improve levels of performance;
2. cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
3. assist, where possible, in building good will between the Borough and the Union and the public at large.

B. Employee Training:

The Borough and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increase levels of competence. The Union shall encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their operation; and
2. Participating in development activities in order to perform more efficiently in

current and future assignments; and

3. Utilizing and sharing with fellow employees new skills acquired through training.

Borough representatives and the Union agree to meet to consider training and development programs for employees covered by this Agreement. Such programs as required by the Borough, shall include full reimbursement by the Borough for approved courses, which are completed by employees as part of employee training program.

C. Employee Safety and Health:

1. The Union pledges to encourage all members to use safety equipment and observe safety rules. The Borough shall, at all times, endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.
2. A Borough representative and designated Union member shall meet periodically to discuss safety rules and health conditions and recommend to the Borough all the necessary provisions to ensure the safe use and operation of all tools, equipment and work sites.
3. It shall be the responsibility of D.P.W. employees covered hereby to ensure that all locker rooms, washrooms and dressing room facilities are maintained in clean and healthy conditions.
4. When safety equipment is provided by the Borough (helmets, goggles, gloves, safety vests, etc.) an employee's failure to wear said equipment may be cause for disciplinary action and/or non-coverage of incurred injury (employee may appeal via grievance procedure or Workmen's Compensation Board, not both).

D. Standards for Borough Vehicles and Equipment:

The Borough may delineate strict standards for Borough vehicles and equipment. The Union shall attempt to disseminate, educate and otherwise attempt to instill the employees with a recognition of safety regulations and practices.

ARTICLE 22
UNIFORMS

A. D.P.W. Employees:

The Borough will provide each Department of Public Works employee with uniforms

for the use during working hours. The term "uniform" shall include shirts, trousers and work jacket. Regular maintenance, cleaning and replacement of uniforms shall be assumed by the Borough. In addition, the Borough shall provide reimbursement of one hundred fifty (\$150.00) dollars towards a pair of work shoes per year. If required by OSHA or NJPEOSHA, shoes must be steel-toed. Proof of purchase shall be supplied by the employee.

B. Other Conditions:

Employees shall be required to wear the uniform, when available, during working hours. All uniforms shall be inspected by the Department Head or his/her designated representative from time to time during the year to ensure proper condition, cleanliness and uniformity. Upon termination of employment, the employee shall be responsible for returning all uniforms to the Department Head. The Borough is to provide cotton uniforms and winter jackets.

ARTICLE 23
INJURY LEAVE

- A. When an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay for twelve (12) months during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
- B. After the twelve (12) months period, the Borough will continue to provide full pay until a final judgment is made by the State Workmen's Compensation Board.
- C. The injured employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require the said injured employee to present such certificates from time to time.
- D. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or by the final decision of the last review court which shall be binding upon the parties. If the review is found in the employee's favor, all sick time will be credited back to the employee.
- E. For the purpose of this Article, injury or illness incurred while the employee is working in any Borough authorized activity shall be considered in the line of duty, in keeping with State Law or applicable court decisions.
- F. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary

disability, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

ARTICLE 24
UNION REPRESENTATIVE

- A. Accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of briefly observing conditions and assisting in the adjustment of grievances. When the Union desires to have its representatives enter the Borough facilities or premises, it shall give prior notice thereof to the appropriate Borough representative and the Union representative shall not be reasonably denied access to the premises. There shall be no interference with the normal operations of the business of the Borough government or the normal duties of employees. There shall be no Union business transacted nor meetings held on the Borough time.

- B. The Union shall notify the Borough of the officers and stewards representing the Union in connection with the terms and provisions of this Agreement. A steward, upon prior notice to and approval by his/her immediate supervisor, may investigate a grievance during working hours without loss of pay. Such approval by the superior shall not be unreasonably denied.

ARTICLE 25
BULLETIN BOARDS

The Borough shall permit the Union the use of one bulletin board for the purpose of posting notices, communications or other information in connection with the Union and its activities. Such postings shall be initiated by a Union representative and shall not be of an unreasonable nature. A copy of all postings shall be submitted to the Borough Administrator.

The size and location of the bulletin board shall be agreed on by both the Borough and the Union.

ARTICLE 26
LEAVES OF ABSENCE

Employees subject to this Agreement may be granted a leave of absence according to the applicable Civil Service Rules for the State of New Jersey, revised June 30, 2008.

ARTICLE 27
PERSONAL LEAVE

Three (3) non-cumulative paid personal days shall be granted annually to each member of

the bargaining unit. Such personal days may be taken on any date approved by the Department Head, with twenty-four (24) hours advanced notice, unless in case of an emergency. If such days are not used by January 1 of the following year, they shall be forfeited.

ARTICLE 28
REPLACEMENT OF TOOLS

Employees covered by this Agreement and holding the position of Garage Foreman or Mechanic, who regularly use their complete set of personal mechanics tools for repairing Borough equipment, shall be entitled to a tool allowance of \$75.00 per year payable semi-annually to cover maintenance and breakage replacement of tools.

ARTICLE 29
VOLUNTEER FIRE OR FIRST AID SQUAD DUTY

Employees who are members of the Lincoln Park volunteer fire companies or the first aid squad, upon being summoned to an emergency call in response to a fire alarm, radio dispatch or telephone call shall be excused from their work duties during regular work hours with no loss of pay until the emergency has ended, provided however, that in the judgment of the supervisor at a work site, the employee's absence will not result in a public safety detriment.

ARTICLE 30
USE OF PRIVATE VEHICLES

Any employee, who is requested by the Borough to use his/her personal vehicle in the performance of his/her work, shall receive reimbursement in the sum of \$.47 per mile to cover the cost of maintenance and operation.

ARTICLE 31
MUTUAL RESPECT CLAUSE

The Borough and Union agree that on-the-job relationships between management and other employees shall be based on mutual respect, within the prerogatives established under Article 5, "Management Rights".

ARTICLE 32
WORK IN HIGHER CLASSIFICATION

If an employee is assigned to a higher job classification for more than one (1) week due to a position vacancy or an employee's extended illness or injury, said employee shall be placed at the bottom scaling of the higher classification resulting in a pay increase until the vacancy is filled or an absent employee returns to work. Any clerical personnel who is assigned to work in a higher job classification, will receive additional compensation of \$300.00 a week.

ARTICLE 33
UNION LEAVE

The Borough shall grant up to an aggregate of five (5) paid days of leave every two years to be distributed among members of the bargaining unit to attend Union conventions or seminars. Such leave shall be requested in advance and shall not be unreasonably denied by the Borough Administrator.

ARTICLE 34
CONTINUATION CLAUSE

Subject to the Public Employment Relations Act, the Union and Borough agree that all contract terms shall remain in full force and effect after expiration of the contract; and the contract may be terminated thereafter by either the Union or the Borough only in accordance with the notifications procedures mandated by the Public Employment Relations Commission.

ARTICLE 35
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, negotiations shall not be initiated with respect to any such matter whether or not covered by this agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless both Union and the Borough mutually consent in writing to the reopening of negotiations concerning the specified matter(s).
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 36
SEPARABILITY AND SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative and the remainder of this Agreement shall continue in full force and effect.
- B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 37
TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively as of January 1, 2012 and shall remain in effect to and including December 31, 2014. 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 and fifty (150) 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.

ARTICLE 38
ADDITIONAL COMPENSATION

- A. As applied to members whose salaries are not at the maximum range: a \$1,200 increase shall be added to base salary on January 1, of each year of the Agreement.
- B. Employees shall receive these increments on their base pay exclusive of premiums, longevity or merit increases.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals at the Borough of Lincoln Park, New Jersey on this 26 day of September 2012.

ATTEST:

Cynthia L. Malone
Cynthia L. Malone
Borough Clerk

Cynthia L. Malone
Cynthia L. Malone
Borough Clerk

BOROUGH OF LINCOLN PARK

David A. Runfeldt
David A. Runfeldt, Mayor

Perry Mayers
Perry Mayers, Administrator

ATTEST:

Andrew B. Sweet
Andrew B. Sweet

[Print Name and Title below Signature]

UNITED SERVICE WORKERS UNION

[Signature]
[Print Name and Title below Signature]

Judith Waters
[Print Name and Title below Signature]

Judith Waters

[Signature]
[Print Name and Title below Signature]

Robert
Robert
Careance Chairman