

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**



LOCAL 68-68A-68B, AFL-CIO

AND

BOROUGH OF TUCKERTON

Site: Same As Above, Tuckerton, NJ

JANUARY 1, 2011 - DECEMBER 31, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose	03
2	Recognition	03
3	Union Rights	03
4	Management Rights	05
5	No Strike-No Lockout Pledge	06
6	No Discrimination.....	06
7	Bereavement Days	06
8	Jury Duty	06
9	Personal Leave of Absence	06
10	Military Leave.....	07
11	Holidays	08
12	Vacations	08
13	Direct Deposit.....	09
14	Job Postings.....	09
15	Discharge and Discipline	10
16	Grievance Procedure	11
17	Work Day, Work Week, Overtime	12
18	Health Care Insurance.....	14
19	Definitions.....	15

20	Uniforms and Safety Shoes.....	15
21	U.S. Savings Bond	16
22	Pension Plan.....	16
23	Safety.....	16
24	Layoff and Recall.....	16
25	Sick Days	17
26	Personal Days	17
27	Worker’s Compensation and Disability	18
28	Scope of Agreement.....	18
29	Salary and Compensation Program	18
30	Duration and Termination.....	20

ARTICLE 1 - PURPOSE

This Agreement entered into by the **BOROUGH OF TUCKERTON**, hereafter referred to as the "Borough" and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**, affiliated with the **AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006**, hereafter referred to as the "Union" has as its purpose the promotion of harmonious and cooperative relations between the Borough and the Union; the establishment of equitable and peaceful means for minimizing such disputes and providing for their resolution.

The Borough and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the results of such negotiations and establishing procedures to provide for the protection of the rights of the Borough and the Union and to issue orderly and uninterrupted service to the public.

ARTICLE 2 - RECOGNITION

The Borough recognizes and acknowledges that pursuant to the New Jersey Employer-Employee Relations Act, the Union has been certified as the sole and exclusive bargaining agent for all the Borough's eligible full time regular employees as contemplated by the Certification of Representation of the State of New Jersey Public Employment Relations Commission, Docket No. RO 96-14.

The Borough and its agents will not discriminate in any manner whatsoever against any member of the Union because of said membership and activity.

ARTICLE 3 - UNION RIGHTS

- A. Union Visitation: The accredited representatives of the Union shall be permitted to enter the Borough premises, after giving advance notice to the Mayor, during

working hours, providing that at no time shall such visitation rights interfere with the work requirements of any employee or the operation of his/her department or the Borough.

- B. Bulletin Boards: The Union may post notices and bulletins on the Union designated bulletin boards as mutually agreed upon. Any material posted must be signed by a shop steward, dated and clearly identified as to source.
- C. Union Dues: The Borough agrees to deduct Union monthly uniform membership dues, fees and assessments from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Borough in writing by the Union, together with a list of names of all employees for whom deductions were made.

The Employer will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which the dues were deducted. If the Dues remittances are not received by the 15th of the month following the month for which the dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest of prime rate, plus two percent of the delinquent amount as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

- D. Agency Shop: The Borough agrees to implement an Agency Shop system in accordance with Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-5.5) with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The amounts to be deducted shall be remitted to the Union by the 15th of the following month. The Union certifies

that it has established and maintains a demand and return system as required by law. The Union in exchange for the implementation of said Agency Shop, hereby agrees to hold the Borough harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this Agency Shop provision.

- E. In the event that any employee fails to comply with the requirements of this Article to the extent of tendering customary dues and initiation fees, or the representation fee, the Borough shall discharge that employee upon written demand from the Union.

ARTICLE 4 - MANAGEMENT'S RIGHTS

The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey, and the United States of America; except as may be specifically modified in this Agreement. It is recognized that there are certain functions, responsibilities, and management rights exclusively reserved to the Borough, among which are the direction and operation of the Borough, the determination of the number and location of its facilities, the size of departments, the types of work performed, the schedules of production, work assignments of the employees, the operation of a job evaluation system, the machinery, tools and equipment used, and the making and enforcing of rules and regulations for production and the discipline and safety of employees.

None of the rules and regulations so formulated or as changed from time to time shall be inconsistent with this Agreement. Subject to the terms of this Agreement, the promotion, demotion, transfer, discharge or discipline for just cause and layoffs are the sole function of the Borough. All the terms and conditions of employment not set forth

herein or not covered by existing statutes, are hereby reserved by the Borough as its management prerogatives and rights.

ARTICLE 5 - NO STRIKE-NO LOCKOUT PLEDGE

During the term of this Agreement or any extension thereof, the Union agrees that there shall be no strikes, walkouts, or stoppages of or interference with work and the Borough agrees that there will be no lockout during the term of this Agreement or any extension thereof.

ARTICLE 6 - NO DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied to employees covered hereby without discrimination based upon sex, age, race, color, creed, handicap, veterans' status, marital status, or national origin.

ARTICLE 7 - BEREAVEMENT DAYS

In the event of the death of an employee's immediate family (spouse, child, stepchild, mother, father, mother-in-law, father-in-law, sister, brother), the employee shall be granted time off from the date of death to one (1) day following internment not to exceed five (5) days. Three (3) days leave of absence shall be granted for the death of the employee's grandparents or grandchildren. One (1) day off in the event of the death of a brother-in-law or sister-in-law, aunt or uncle.

ARTICLE 8 - JURY DUTY

Time off with pay will be allowed an employee who is legally ordered or required to appear in court as a juror.

ARTICLE 9 - PERSONAL LEAVE OF ABSENCE

- A. New Jersey Family Leave Act and Federal Family and Medical Leave Act.

Eligible employees shall be entitled to an unpaid leave of absence in accordance with the provisions of the Family and Medical Leave Act, 29 U.S.C. 2601 et.seq. and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et.seq.

B. Unpaid Personal Leave of Absence.

When there are important personal reasons to justify same, employees may request an extended personal leave of absence without pay by submitting a request in writing to the supervisor, with final approval by the Mayor and Council. Such personal leave of absence is ordinarily for reasons other than medical. The request shall state the reason for the request, the date the leave shall commence and the date on which the employee expects to return to work.

Such request for extended leave of absence will be considered, depending upon the manning requirements of the Borough. Requests may be granted for a period of up to three (3) months, and employees may request an additional three months leave which shall be subject to approval by the Mayor and Council.

Except in cases of leaves taken under the Family Leave Act, employees must make arrangements for continuation of health benefits at their own expense during the leave period. Upon return to work from a personal unpaid leave of absence, the Mayor and Council will make a reasonable effort to return the employee to an appropriate job classification. However, reemployment upon termination of an unpaid personal leave of absence is not guaranteed, and is subject to the manning and staffing requirements of the Borough.

ARTICLE 10 - MILITARY LEAVE

Leave to members of the National Guard and to members of the Reserve components of the Armed Services shall be granted in accordance with statute. All requests for leave must be made as soon as possible, or within seventy-two (72) hours after such receipt of orders.

ARTICLE 11 - HOLIDAYS

The Borough shall grant Holidays in accordance with the Ocean County New Jersey Holiday schedule, which shall be posted on the job after publication each year.

This shall not include Lincolns Birthday which shall be recognized as a floating holiday

Employees working on paid holidays shall be paid overtime for the hours worked, in addition to the holiday's pay.

ARTICLE 12 - VACATIONS

All full time Borough employees shall be entitled to receive paid vacation days on the following schedule:

After completion of the probationary period	5 working days
First through five years inclusive	10 working days
Six through ten years inclusive	15 working days
Eleven through fifteen years inclusive	20 working days
Sixteen years and above	25 working days

All existing employees employed by the Employer shall be granted all vacation time, as stated, on January 1st of each year. New employees shall be granted their stated vacation time on January 1, prorated on the basis of 1/12th of the annual vacation for each month of service in the initial year of employment.

In the event of a voluntary separation, the employee shall be paid for all vacation time available to him/her at the time of separation.

Vacation periods that fall between May 15 and September 15 shall be available for selection on a sign-up sheet according to seniority by January 1st of each year. Employee vacation requests must be completed by January 15th, with vacation assignments posted by the Company on or before February 15th. Senior employees shall

not be able to displace the vacation assignments of junior employees once such vacation assignments have been posted. Vacation requests will be rewarded as available, consistent with operational requirements with management reserving the right to deny vacation request during the period of April 1st through May 15th of any given year.

If an employee's request is denied, such employee shall be expected to reschedule the vacation. Upon approval by Manager/Supervisor, all vacation requests will be forwarded to the Business Office for final approval and the employee will be notified within three (3) business days whether the vacation request has been approved or denied. If there is a conflict between two (2) or more employees within the same job classification for a given period, and all other factors are judged equal by the Company, the senior employee shall be given the first choice of vacation time.

An employee may utilize vacation time accrued but unused in 2012 until March 31, 2013 by utilization of the procedures outlined above. This provision represents a onetime deviation from the requirement that all vacation time accrued in any given calendar year must be utilized in that year or is forfeited. The modification is a direct result of hurricane Sandy and in recognition of employees' inability to utilize accrued vacation time before the end of the 2012 calendar year.

ARTICLE 13 - DIRECT DEPOSIT

The Borough shall continue to offer direct deposit banking to all regular employees, where available.

ARTICLE 14 - JOB POSTINGS

All positions which become open shall be posted for five (5) working days throughout the Borough. Employees with a minimum of three (3) months continuous regular or temporary employment are eligible to bid for all job openings, subject to the eligibility criteria established by the Borough for the position. A copy of all postings shall be sent to the Union. The following conditions apply to the posting of jobs:

- A. Applications are to be submitted in writing to the Borough Clerk by the posted deadline.
- B. The Borough reserves its right to determine whether a job shall be filled.
- C. In determining eligibility for the posted job, the Borough will consider the attendance record during the preceding twelve (12) months of the applicant, and the applicant's disciplinary history during the preceding twelve (12) months, along with all other eligibility requirements. In the event that two (2) or more applicants are equal in qualifications for the job opening, the Borough shall select the most senior employee, seniority being the length of continuous service with the Borough.
- D. In filling jobs, the Borough shall adhere to the Affirmative Action obligations and responsibilities.
- E. The Employer may employ temporary employees for a period not to exceed ninety (90) days. In the event a temporary employee is employed for a period longer than ninety (90) days, the position shall become permanent with the Employer posting and filling the position consistent with the Agreement.

ARTICLE 15 - DISCHARGE AND DISCIPLINE

- A. The Borough reserves the right to discipline employees, up to and including discharge, for just cause, subject to the grievance procedure.

When an employee is reprimanded, the reprimand will be reduced to writing and copies will be given to the individual concerned, the employee's shop steward and sent to the Union. A copy of the report will be placed in the employee's personnel file. Employees shall be entitled to have the shop steward present at any discussion concerning disciplinary action with the employee.

- B. Each employee may review his/her own personnel file kept at the Clerk's office, in the presence of the supervisor or the designated representative. Only one request for a review of an employee's personnel file will be granted each contract year, unless the review is requested by the Union in connection with the processing of a grievance. All requests must be made through the employee's supervisor, who will make the necessary arrangements for the review, after working hours. The employee's shop steward, if requested by the employee, may be present at such review.

ARTICLE 16 - GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance is defined as a complaint, dispute, or controversy between the parties to the application or interpretation of this Agreement. All grievances shall be presented by either party to the other within five (5) working days of their origin in order to be raised in a timely fashion. All grievances not raised in a timely fashion or not processed in accordance with the time periods set out below shall be considered waived and abandoned.
- B. The following procedure shall be followed exclusively in the settlement of all grievances arising under this Agreement.

Step 1. The first step of the grievance procedure shall be between the employee and/or the shop steward and the employee's supervisor. If the employee is dissatisfied with the action taken by the supervisor on his grievance, the employee shall reduce the grievance to writing and present the written grievance to his supervisor within two (2) working days of the supervisor's verbal response.

Step 2. If the grievance is not resolved in Step 1, then the shop steward shall forward the written grievance to the department head within three (3) working days of the response of the supervisor.

Step 3. In the event that the grievance is not adjusted satisfactorily after the timely presentation of the written grievance to the department head, then a meeting between the Union Business Agent and a designated representative shall be arranged.

Step 4. In the event that the grievance is not adjusted satisfactorily at Step 3, then the matter may be referred to the New Jersey Public Employment Relations Commission for final and binding arbitration within fourteen (14) calendar days of the unsatisfactory response to Step 3.

It is understood that the parties, by mutual agreement, may extend the time periods for processing grievances.

In the event that the Employer is the aggrieved party, the Employer may begin the processing of the grievance at Step 3.

A grievance in dispute shall be heard by the arbitrator, and his decision or award shall be final and binding upon the parties hereto. The expenses incident to the arbitration shall be borne equally by the Union and the Employer. Only one grievance at a time shall be heard by the arbitrator unless otherwise agreed to by the parties. The arbitrator shall not have the power to add to, subtract, or modify any of the terms of this Agreement.

ARTICLE 17 - WORK DAY, WORK WEEK, OVERTIME

- A. Effective upon implementation all hourly employees called to return to work outside of his regularly schedule shift shall be paid a minimum of four (4) hours at time and one-half his regular rate. If called out a second time within four (4) hours of the start of the first call out, there shall be no four (4) hour guarantee the

second time. If called out after four (4) hours has passed from start of first call out four (4) hour minimum shall apply.

- B. The Employer/Borough will comply with all provisions of the Fair Labor Standards Act ("FLSA"). In the event that an employee's primary duties fall within an exempt status as defined by the FLSA and applicable Code of Federal Regulations, this section pertaining to overtime pay shall not apply to that employee.
- C. Effective upon implementation, any hourly employee that is placed "On Call" for emergencies shall receive one two (2) hours of pay at the rate of one and one-half (1-1/2) times their normal rate for each day that they are "on call".

In the event the employee is called out after hours, there shall be no compensation for carrying the beeper and the employee shall be compensated in accordance with Paragraph A.
- D. Employees will be entitled to two (2) fifteen (15) minute breaks and a one-half hour (1/2) for lunch.
- E. Work week for all hourly employees shall be five (5) consecutive days.

Work days shall be eight (8) hours worked with a maximum of eight and one-half (8-1/2) hours with an unpaid half hour lunch.
- F. Overtime pay will be paid at the rate of one and one-half (1-1/2) times the hourly rate based upon a forty (40) hour work week or an eight (8) hour work day.
- G. In the event the Borough offices are closed as a result of an emergency, employees of the bargaining unit required to work shall be granted one (1) day off subject to management's approval.
- H. Employees are expected to be physically and mentally fit to perform all the duties of their respective positions. The borough does not offer 'light duty'.

ARTICLE 18 - HEALTH CARE INSURANCE

All full time Borough employees and their dependents shall be covered by an HMO or Blue Cross/Blue Shield (employee's choice) with a cost to the employee not to exceed 1.5% of the employee's base salary, consistent with current levels of coverage. The Borough will pay the rate as established and amended from time to time by the New Jersey State Health Benefits Program for Blue Cross/Blue Shield coverage.

In addition, all full time Borough employees shall be covered by a prescription plan. A prescription plan shall be available to an employee's spouse or dependants with all costs, as amended from time to time by the New Jersey State Health Benefits Program, to be assumed by the employee in the form of a payroll deduction.

- A. The Borough will provide single coverage health insurance only to any new hire for a period of one (1) year from the date of their employment. Health insurance shall be available to an employee's spouse or dependants with all costs, as amended from time to time by the New Jersey Health Benefits Program, to be assumed by the employee in the form of a payroll deduction. After the one year anniversary of the date of employment, eligible employees will be entitled to full coverage for his or her spouse or dependants.
- B. The Borough will provide an agreed upon dental plan to its covered employees, their spouses or dependents. The Borough will pay seventy percent (70%) of the owed premium to the approved dental provider and the employee will pay thirty percent (30%) through a payroll deduction which shall be deducted bi-weekly from the employee's pay period. Payments will be distributed throughout the twelve (12) month period in an equal payment per pay period.

- C. Disability insurance will be provided for all employees by the Employer, January 1, 2003.
- D. Any employee having at least twenty-five (25) years of service with the Borough of Tuckerton shall retain their existing health care benefits for life, upon their retirement. This applies to the employee only with an option for the family to pay their own benefits.

ARTICLE 19 - DEFINITIONS

- A. PROBATIONARY PERIOD shall be ninety (90) days actually worked
- B. ANNIVERSARY DATE will be the date that the employee was hired.
- C. LIGHT DUTY refers to temporary or permanent work that is physically or mentally less demanding than normal job duties. The borough does not offer light duty.

ARTICLE 20 - UNIFORMS AND SAFETY SHOES

- A. Uniforms will be provided by the Borough to all employees whose position requires them. Borough issued uniforms (i.e., pants, shirts, jackets, gloves, hats, etc.) must be worn at all times. Summer and winter and foul weather gear will be provided.
- B. Safety shoes. The Borough will provide each employee, whose position requires them with up to two (2) pairs of safety shoes, including one pair of winter safety boots, per contract year. The Borough shall provide standard issue safety shoes or winter boots. Employees are required to wear safety shoes at all times while working.

ARTICLE 21 - U.S. SAVINGS BONDS

The Borough shall continue to provide regular employees the opportunity to purchase U.S. Savings Bond through payroll deductions.

ARTICLE 22 - PENSION PLAN

Employees are required to join and participate in the Public Employees Retirement System at the time of regular appointments. Coverage and benefits under PERS are governed by applicable New Jersey law.

ARTICLE 23 - SAFETY

The Borough is committed to providing a safe and sanitary workplace for all employees. Employees are encouraged to bring any unsafe conditions to the attention of the supervisor. The Borough will continue to maintain reasonable safety rules and regulations which shall be posted at each work location. Employees are responsible to adhere to said rules and regulations.

ARTICLE 24 - LAYOFF AND RECALL

Except in cases of an emergency, the Borough will make every reasonable effort to provide a thirty (30) days calendar notice of layoff to any employee. In the event of layoff or transfer, the last person hired in the position in question shall be the first to be laid off or transferred. An employee may bump, by seniority, into the last previous regular position held with the Borough.

Laid off employees shall remain on a recall list for two years. They shall retain all seniority. The last person laid off in a given position shall be the first person recalled in that position.

The Borough will notify the laid off employee at his/her last known address of his/her recall to work by certified mail. The employee shall respond within seven (7) calendar days and return to work, if gainfully employed elsewhere, within fourteen (14)

days. Failure of a laid off employee to respond within seven (7) calendar days shall result in forfeiture of all recall rights.

Any employee on lay off status shall not accrue seniority or benefits of any nature during such layoff status.

ARTICLE 25 - SICK DAYS

Each full time Borough employee shall be granted twelve (12) sick days per year and may accumulate to a limit of ninety (90) days. All days accumulated above the ninety (90) shall be bought back by the Borough and payable on the first pay period in the month of December. Said accumulation shall be calculated from the employee's date of employment with the Borough. Days bought back by the Borough shall be paid at the employee's current rate of pay.

After three (3) consecutive days of sick leave, a physician's certificate may be required by the employee's department head to indicate that the employee is capable of returning to work.

A sick day is hereby defined to mean when an employee is mentally or physically unable to perform his or her duties.

All employees must notify their department head before the start of the work day if sick leave is granted.

Upon retirement or layoff, the employee shall be entitled to compensation in an amount equal to one-half (1/2) of the accumulated sick time. Maximum pay shall not exceed forty-five (45) days.

ARTICLE 26 - PERSONAL DAYS

Each full time Borough employee shall be entitled to five (5) personal days per year, the particular day to be acceptable to the employee's supervisor. Personal days are not cumulative.

ARTICLE 27 - WORKERS COMPENSATION AND DISABILITY

Any employee who is injured on the job is eligible for disability benefits pursuant to the Workers Compensation Law of New Jersey.

ARTICLE 28 - SCOPE OF AGREEMENT

- A. The relationship of the parties is fully and exclusively set forth by this Agreement, which contains all benefits employees are entitled to notwithstanding any established past practices in existence prior to this Agreement. "Benefits" include, but are not limited to, wages, increments, longevity payments, hours of work, paid time off and other economic conditions of employment.
- B. The parties further acknowledge that non-economic benefits and terms and conditions of employment as set forth in the Borough's benefits and procedures manual shall continue to apply to all employees, to the extent that same are not inconsistent with any provision of this Agreement.

ARTICLE 29 - SALARY AND COMPENSATION PROGRAM

- A. Effective January 1, 2011, the minimum start rate of pay shall be established at \$10.00 per hour for an employee's first six (6) months of employment. After the completion of six (6) months of employment the affected employee's hourly wage shall increase to \$11.00 per hour. After the completion of (12) months of employment the effected employees hourly wage shall increase to \$13.00 per hour

Increases for represented employees not entitled to the above noted wage adjustments shall be as per Section D below.

- B. Any employee that is attending school for a job related course that has been approved by the Borough Administrator shall upon successfully completing said course be reimbursed the cost of that course by the Borough of Tuckerton. If employee does

not successfully complete a job related course they will reimburse the borough for any paid fees through payroll deductions.

C. Any employee that is required to have any certifications that is mandated by the State of New Jersey be certified and shall upon receiving said certification, have a Five Hundred Dollar (\$500.00) increase to their base rate of pay. Additionally, after one (1) year of having the certification they shall receive, a one (1) time only, additional Five Hundred Dollar (\$500.00) bonus. Employees must maintain said certifications to remain eligible for above stated increase. Any employee who shall lose their certification(s) during a calendar year shall have their base rate of pay adjusted on a pro-rata basis as of the date the certification is revoked, not-renewed or otherwise terminated.

D. Wage increases for all employees shall be as follows:

Effective:	January 1, 2011	\$0.00
	January 1, 2012	\$0.00
	January 1, 2013	\$0.50
	January 1, 2014	\$0.50

E. Effective as of January 1, 2008, an employee covered under this Agreement that has or obtains a CDL license will be entitled to an additional Five Hundred Dollar (\$500.00) bonus. This will not be added to the base and will be paid as a one-time bonus payable in January of each year. If an employee does not or cannot maintain a CDL license, the employee would no longer be entitled to this additional compensation. If an employee's CDL is revoked, terminated or not renewed during the calendar year, the amount of the bonus shall be pro-rated as of the date the CDL is revoked, terminated, or not renewed. Reimbursement to the borough for the overpayment of the one-time bonus shall be by way of payroll deductions. Furthermore, the employment status of this employee may change in the event that a CDL is required to perform their daily duties.

Employees maintaining a Hazardous Material Endorsement shall be compensated the cost of maintaining plus fifty dollars (\$50.00).

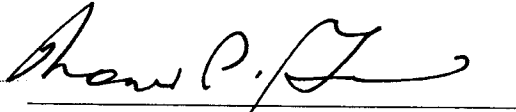
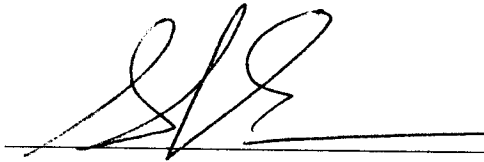
ARTICLE 30 - DURATION AND TERMINATION

This Agreement shall be effective as of January 1, 2011 and shall remain in full force and effect until December 31, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to commence negotiations.

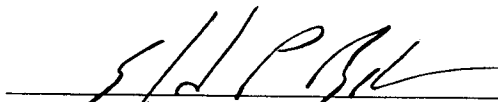
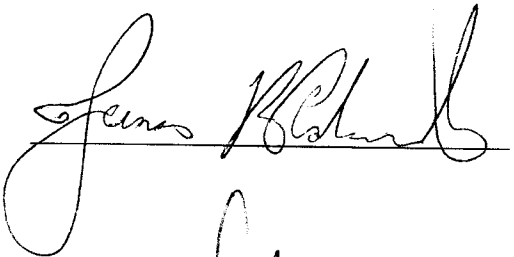
IN WITNESS WHEREOF, the Borough of Tuckerton and Local 68 of the International Union of Operating Engineers, AFL-CIO, have caused this Agreement to be signed by the duly authorized representatives as of this ____ day of _____, 2012.

BOROUGH OF TUCKERTON

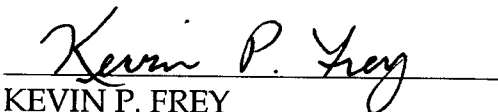
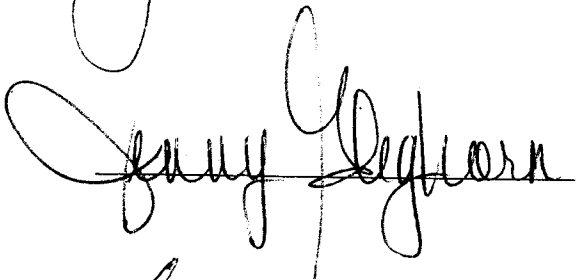
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO



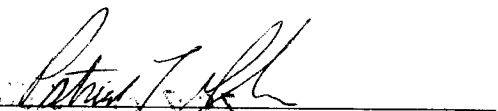
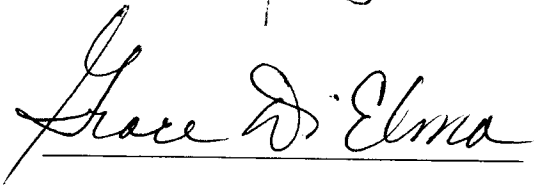
THOMAS P. GIBLIN
Business Manager



EDWARD P. BOYLAN
President



KEVIN P. FREY
Recording Secretary



PATRICK T. GILRANE
Business Representative