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AGREEMENT

between

DUNELLEN BOARD OF EDUCATION

AND

DUNELLEN EDUCATIONAL SECRETARIES ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

APR 25 1975

RUTGERS UNIVERSITY

For the School Years - 1974-75
1975-76

PREAMBLE

This agreement entered into this 17th day of March 19 75
by and between the Board of Education of the Borough of Dunellen, New
Jersey hereinafter called the "Board", and the Dunellen Educational
Secretaries Association hereinafter called the "Association"

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ARTICLE I

RECOGNITION

- A. The Board of Education hereby **recognizes** the Dunellen Educational Secretaries' Association as the exclusive representative for negotiation for all secretaries under contract, employed by the Board of Education.

Excluded from representation:

1. Secretary to the Superintendent of Schools
2. Secretary to the Business Manager
3. Bookkeeper
4. Less than 1/2 time and substitute secretaries.

- B. The Board, in order to recognize a secretary's organization as exclusive representative of **secretarial personnel** requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized membership list and signed designation cards.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent secretaries in the district, the Board hereby recognizes the Association as the official negotiating agent for all **secretarial personnel** under contract employed by the district. The Association shall submit to the Board by December 1st of each year a notarized list of the active members of the Association.

This recognition shall continue in effect as long as the Association's active membership contains more than fifty (50 percent of the total employees in the negotiating unit.

- C. The Association recognizes the Board as the duly elected representatives of the people of Dunellen and agrees only to negotiate with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

ARTICLE II

NEGOTIATION PROCEDURE

- A. This agreement incorporates the entire understanding of the parties. During the term of this agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- B. Beginning not later than November 15th of the school year in which this Agreement expires, the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment. Any agreements so negotiated shall apply to all personnel described in "Recognition" and shall be reduced to writing and signed by the Board and the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the cause of negotiations. All agreements shall be subject to ratification by the membership of both parties.
- D. All issues proposed for negotiation shall be submitted in writing by the Association at the first meeting. The Board or its delegated representatives will present all counter proposals and all new proposals at the second negotiations meeting.
- E. Negotiations shall be conducted privately between the respective negotiating parties and all parties agree to keep the negotiations confidential until such time as an impasse may be declared by either party, by prohibiting unilateral press releases or other activities designed to exert outside influence on either party. All press releases shall be mutually agreed upon prior to release. This does not mean, however, that progress in negotiations or the lack of such progress cannot be reported to the association members or to the Board of Education. The Board may also confer with the Town Council.
- F. During the term of this agreement the Association and its officers, representatives and members will not cause, condone, or participate in any form of strike, work stoppage or any other interference with school operation.
- G. All parties agree to commence negotiation sessions at 7:30 P.M. and terminate no later than 10:00 P.M. unless both parties mutually agree to extend or change these time periods.
- H. 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 III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall be a claim by a secretary or a group of secretaries based upon an alleged violation, interpretation, or application, or an administrative decision contrary to the specific provisions of this agreement..
2. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with level 3 of this procedure and all parties agree to abide by the decision made at that level.
3. A grievance and the procedure relative thereto, shall not be deemed applicable to:
 - a. Any rule or regulation of the state board of education.
 - b. Any rules pertaining to the internal management of the board.
 - c. A complaint of a non-tenure secretary which arises by reason of his not being re-employed.
 - d. A complaint by any personnel occasioned by appointment to or lack of appointment to, retentioning or lack of retention in any position for which tenure is either not possible or not required; however said personnel shall have the right of appeal to the Board and all parties agree to abide by the decision made at this level.

ARTICLE III

PROCEDURE

1. An aggrieved employee shall initiate action under the provisions hereof within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.
2. An employee and association representatives processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

LEVEL I

5. An employee shall first discuss his grievance with his building principal. Where the grievance concerns the grievant's immediate superior, the principal may have present at this hearing the individual's immediate superior. A decision shall be rendered by the principal within five (5) school days of said hearing.

LEVEL II

6. If the grievance is not resolved to the employee's satisfaction, within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) the nature of the grievance;
 - (b) the results of the previous discussion;
 - (c) the basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

PROCEDURE PAGE 2

9. Within ten (10) school d-ays of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing with reason, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event, a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, may appeal to the Board of Education.

LEVEL III

11. Where an appeal is taken to the Board, there shall be submitted to the Board by the aggrieved:
 - (a) The writing set forth in Paragraphs 6 and 9 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the grievant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where the grievant requests in writing, a hearing before the Board a hearing shall be held.
13. The Board shall make a determination within twenty (20) calendar days, except during October through February which shall be thirty (30) calendar days, from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination with reasons given. This time period may be extended by mutual agreement of the parties.

LEVEL IV

14. In the event an employee is dissatisfied with the determination of the Board he shall have the right to arbitration pertaining to the interpretation of this contract pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Law of 1968.

A request for arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the cost of the arbitrator's services shall be borne equally by the parties and each of the parties shall bear their own costs.

15. (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - (b) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
16. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall be deemed to constitute an abandonment of the grievance.
 - (b) It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE IV

BOARD'S RIGHTS

It is agreed that the Board retains, without limitations, all powers, rights and authority vested in it by law, rules and regulations, including the management and direction of all the operation and activities of the school district provided that such rights and responsibilities shall be exercised by the Board in accordance with the provisions of this agreement.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association within a reasonable time, in response to reasonable requests from time to time to any available public information.
- B. No secretary shall be prevented from wearing official jewelry of membership in the Association or its affiliates.
- C. It is further recognized that Secretaries in the Dunellen Public Schools shall have the right to join, or not to join the Association.
- D. Whenever any representative of the Association or any secretary is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he shall suffer no loss in pay.
- E. Representatives of the Association, the New Jersey Education Association, shall be authorized by the building principal to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operation which determination shall be made by the building principal.
- F. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be authorized to resolve any conflicts which may arise in the use of any particular rooms.
- G. The Association, upon approval of the building principal, or assistant principal, or in the absence of both, the Superintendent of Schools, shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use or needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and or loss of equipment resulting from Association use. The denial of the use of such equipment ~~shall not be~~ for the purpose of interrupting the Association activities.
- H. The Association shall have the privilege to use inter-school mail facilities and school mail boxes as it deems necessary and so long as it does not interfere with school purposes.
- I. Association shall be responsible for acquainting its members with the provisions of this agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement.

ARTICLE VI
WORK YEAR

- A. The school years of 1974-1975 and 1975-1976 for ten month secretaries shall begin on September 1st and end on June 30th. The school year for twelve month secretaries shall begin on July 1 and end on June 30th.

The ten month secretaries shall follow the annual school calendar and the twelve month secretaries shall follow the annual school calendar with the exception of Christmas and Easter recesses.

- B. Twelve month employees and those employed beyond the ten month period, shall receive Independence Day as a holiday.
- C. Time off for attendance at the NJEA Convention will be given provided the secretary provides proof of attendance.
- D. Twelve month secretaries will receive the following vacations:

| | |
|----------------------------------|---|
| In the system less than one year | - one day per month up to a maximum of one week (five working days) |
| After one year | - two weeks (ten working days) |
| After five years | - three weeks, (fifteen working days) |
| After twenty years | - four weeks (twenty working days) |

ARTICLE VII
WORK DAY

- A. 1. All secretaries shall report to work 15 minutes before the teachers and shall depart forty minutes after the close of the pupils' day with 1 hour for lunch.
- 2. Summer hours: Six hours, exclusive of the lunch hour.
- B. Secretaries must notify the principal if they leave the building during the lunch hour.
- C. The notice of the agenda for any meetings called by the Administration shall be given to the secretaries involved at least one day prior to the meeting, except in an emergency.
- D. Each work day shall include a fifteen minute coffee/rest break period in the morning, as well as a fifteen minute coffee/rest break period in the afternoon.

ARTICLE VIII

SALARY NOTES

- A. Secretaries employed on a ten month basis shall be paid in twenty equal semi-monthly installments. Secretaries employed on a twelve month basis shall be paid in twenty four semi-monthly installments.
- B. When a pay day falls on or during a school holiday, vacation or weekend, secretaries shall receive their pay checks on the last previous working day.
- C. Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.
- D. This shall not be subject to the grievance procedure
- E. If she so desires the secretary shall have a hearing before the Board prior to appealing to the commissioner.
- F. Such withholding of Increment shall be for one (1) year only. At the end of that year the secretary will be placed on his proper step of the salary guide.

1974 - 75
SALARY GUIDE

| STEP | 10 Mos. | 12 Mos. |
|------|---------|---------|
| 1 | 4500 | 5400 |
| 2 | 4600 | 5520 |
| 3 | 4700 | 5640 |
| 4 | 4800 | 5760 |
| 5 | 4900 | 5880 |
| 6 | 5100 | 6120 |
| 7 | 5300 | 6360 |
| 8 | 5500 | 6600 |
| 9 | 5700 | 6840 |
| 10 | 5900 | 7080 |
| 11 | 6100 | 7320 |
| 12 | 6400 | 7680 |
| 13 | 6700 | 8040 |
| 14 | 7000 | 8400 |
| 15 | 7450 | 8940 |

ARTICLE XX

SECRETARY ASSIGNMENT

- A. All secretaries shall be given written notice of their salary schedules, tentative assignments for the forthcoming year not later than June 1st, providing this information is available. If this information is not available, the Association shall be provided with a reasonable explanation.
- B. In the event that changes in such salary or building assignments are proposed after June 1st, the Association and any secretary affected shall be notified promptly of such changes.
- C. Secretaries who may be required to use their own automobiles in the performance of their duties and secretaries who are assigned to more than one (1) school per day and who therefore use their own automobiles to travel to and from one school to another shall be reimbursed for all such travel at the rate of 11¢ per mile. Payment shall be made at the end of the school year or upon termination of employment or going on leave. A log will be maintained and submitted to the Business Office at the end of each month.
- D. The Board shall endeavor to assign a secretary to a permanent location. However, the Board reserves the right to make reassignments of either a temporary or permanent nature.

ARTICLE X

NOTICE OF VACANT POSITIONS

- A. When school is in session, all vacancies shall be submitted in writing to the President and the Building Representatives of the Association prior to an announcement to sources outside the school system.
- B. All applications shall be acknowledged in writing.
- c. When a vacancy occurs during the summer months, the members of the Association shall be notified of the vacancy by mail to their home addresses.
- D. In the situation set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be generally set forth. When qualifications set forth for a particular position are changed the Association President and Building Representative shall be notified in advance of such changes.

ARTICLE XI

SICK LEAVE

- A. 1. A secretary who is under contract with the Board of Education shall be allowed ten days per year sick leave in accordance with the provisions of the State School Statutes and local Board of Education Rules and regulations pertaining thereto.
2. Secretaries employed for twelve months shall receive 12 sick days.

B. Secretaries Leave of Absence for Health Reasons

1. A leave of absence for one year without pay may be granted to a tenure secretary because of ill health which renders her unable to properly fulfill the duties and responsibilities of her secretarial assignment.

This regulation is not intended to supersede or conflict with the ten or twelve day annual sick leave and the accumulation thereof as provided by school law.

2. A leave when granted will be for a period of not more than one school year. A secretary on leave who by virtue of extenuating circumstances is obliged to request an extension of her leave of absence may reapply 60 days prior to the expiration date of the existing leave.
3. The procedure which shall be used in implementing this policy shall be as follows:
- a. A written request by the applicant to the Board of Education through the Superintendent of Schools.
 - b. A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
 - c. Upon receipt of the application the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist including psychiatrist, of its own choice who shall report their findings and render professional advice to the Board of Education. Such costs shall be borne by the board.
 - d. The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.

ARTICLE XI - SICK LEAVE (continued)

- e. Before resuming her secretarial duties following a leave of absence the secretary shall submit to the Board of Education a doctor's certificate indicating that she has been discharged by her attending physician. The Board of Education reserves the prerogative of having the secretary examined by a doctor(s) of its choice before the secretary is reinstated in her secretarial position. Such costs shall be borne by the Board.
4. A secretary returning from a leave will be placed on salary guide in accordance with the following:
 - a. If she has worked at least four calendar months of the school year, she shall be given one-half increment.
 - b. If she has worked at least seven calendar months, she shall be given a full increment.
 5. A secretary who exceeds her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of her annual salary for each day of said excess.
 - a. Any case where this deduction is applicable, the Board at its discretion may grant additional sick leave benefits.
 - b. The Board shall notify the Association of its decision.
 - c. At the request of the Association representatives of the Association shall meet with the Board to discuss the Board's action in the case.
 - d. Any decision made concerning such extended sick leave benefits shall not be subject to the grievance procedure.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

- A As of the beginning of the 1974-75 and 1975-76 school year, secretaries shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. (a) A total of three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the secretary's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the general reason for taking such leave. The reason shall be subject to the approval of the building principal and the Superintendent of Schools.
 - (b) Summons to court for matters relating to the school district.
 2. (a) Up to five (5) days at any one time in the event of death of a secretary's spouse, child, grandparents, parent, brother, sister, and any relative residing in the immediate household.
 - (b) With the approval of the Superintendent of Schools, up to five days at any one time, in the event of death of son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, and father-in-law.
 - (c) Up to a total of five (5) days in any one school year, in the event of serious illness of the relatives defined in 2a.
 - (d) With the approval of the Superintendent of Schools, up to five (5) days at any one time, in event of serious illness to relatives defined in 2b.
 3. The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence for maternity may be granted to secretaries of the Dunellen School System in accordance with the regulations which apply thereto.
- B. 1. A secretary requesting maternity leave of absence shall submit a written request to the Superintendent, through the office of her building principal, at the earliest possible date not later than sixty days prior to the effective date of the leave.
2. The effective date of a maternity leave shall be no later than four months prior to the approximate date of confinement.
3. Termination date of the leave shall be September 1st of the school year following the child's first birthday.
4. A maternity leave of absence shall be granted without pay.
5. A secretary returning from maternity leave shall be placed on the salary guide according to the following procedure:
- a. If she has worked at least four calendar months of the year she shall be given one-half increment.
 - b. If she has worked at least seven calendar months, she shall be given a full increment.
6. Unused accumulated sick leave shall be restored to tenure and non-tenure secretaries returning to the system.
- C. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.

ARTICLE XIV

HEALTH INSURANCE

The Board agrees to provide during the term of this agreement and make available to each eligible secretary, her spouse and unmarried dependent child, a program of hospital, medical, and surgical insurance as provided by the Blue Cross-Blue Shield, Rider J, and major medical insurance coverage or equivalent program.

The Board agrees to pay the full premium for eligible secretaries working half time or more for full individual health insurance coverage as described above. The Board agrees to pay the full cost of the premiums for eligible secretaries dependents (spouse and unmarried dependent children).

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. This agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law; then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual member of the Association, hereto fore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. 1. The Agreement shall be prepared for printing by the Association.
2. The Board will bear the cost of materials if the contract is reproduced locally.
3. If reproduced professionally, the cost will be shared by the Association and the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:
1. If by Association, to Board at 124 Dunellen Avenue, Dunellen, New Jersey 08812.
2. If by Board, to Association at the home of the incumbent President of the Dunellen Educational Secretaries Association.
- F. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of secretaries or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective as of October 1, 1974, and shall be continued in effect until June 30, 1976, subject to the Association's right to negotiate a successor Agreement with the exception of salary and fringe benefits which shall be negotiated for the 1975-76 school year.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

| | | | |
|-------------|-------------------------|--------------------|-----------------------------|
| <hr/> | | <hr/> | |
| ASSOCIATION | | BOARD OF EDUCATION | |
| BY | <i>Maria Ramsberger</i> | BY | <i>John C. Ryan</i> 3/17/75 |
| | President | | President |
| BY | <i>Jean Nagy</i> | BY | <i>Wm. H. Moyle</i> 3/17/75 |
| | Secretary | | Secretary |