

W. BISHOP
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BOROUGH OF ATLANTIC HIGHLANDS
AND
ATLANTIC HIGHLANDS MUNICIPAL EMPLOYEES ASSOCIATION

CONTRACT 1995-1996

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THIS AGREEMENT made and entered into as of this _____ day of _____, 1995, between the BOROUGH OF ATLANTIC HIGHLANDS (hereafter referred to as the "BOROUGH") and ATLANTIC HIGHLANDS MUNICIPAL EMPLOYEES ASSOCIATION (hereafter referred to as the "ASSOCIATION")

The effective date of this Agreement is January 1, 1995. The Borough and the Association agree as follows:

ARTICLE 1. Recognition

The Borough recognizes the Association as the sole and exclusive bargaining agent for all blue collar employees employed by the Borough in the Street, Water and Sewer, Harbor, and Sanitation Departments, excluding all office clerical, supervisory employees, confidential, and managerial executives.

ARTICLE 2. Employees Covered by Agreement

Section 1. The Borough agrees to forward to the Association the full name and address for all new employees.

Section 2. The Borough agrees to deduct the monthly dues from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Association and the deductions of the employees shall be remitted together with

an itemized statement to the Association on an agreed upon day of each month after such deductions are made.

Section 3. If a full-time regular employee does not become a member of the Association, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employees per capita cost of services, but shall not include costs associated with partisan political activities, or causes only incidentally related to terms and conditions of employment, and all benefits available only to members of the Association. In no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The Association shall establish and maintain a demand and return system in accordance with the law.

Section 4. Payment of the representation fee in lieu of dues shall be made to the Association for any non-member within the bargaining unit during all periods when the collective bargaining agreement is in effect and during all times between agreements, should an agreement expire before another is fully agreed to. However, in no case shall payment for an employee be made sooner than the 30th day following the first day of employment in a position included in the bargaining unit.

Section 5. For purposes of application of Sections 2, 3 and 4 herein, the Date of Certification, September 6, 1985, shall be considered the effective date.

Section 6. The Association agrees to save the Borough harmless for all deductions made in accordance with this Agreement.

ARTICLE 3. Grievance Procedure

Section 1. A "grievance" shall be any claim or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 2. A grievance to be considered in this procedure must be initiated by the employee within ten (10) calendar days from the time the cause for the grievance occurred.

Section 3. 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.

Section 4. Procedure

Step 1. The grievance, when it first arises, shall be taken up orally between the employee, the Association steward, and the Supervisor designated by the Borough. The Supervisor shall give a written answer to the grievance within five working days.

Step 2. If no settlement is reached at Step 1, the grievance shall be reduced to writing on the form hereby agreed to and annexed as Appendix A and the Association President or his designee shall submit the written grievance to the Borough Administrator, or his designee, within five (5) working days of receipt of the answer at the first step. The Borough Administrator, or his designee, shall meet with the Association steward within five (5) working days to discuss the grievance. The Borough Administrator shall give a written answer to the grievance within five (5) working days from the date of the Step 2 meeting.

Step 3. If no settlement is reached at Step 2, the grievance form shall be submitted to a standing grievance committee of the Borough Council, which shall consist of three council members, within five (5) working days of receipt of the answer at Step 2. The grievance committee shall meet with the aggrieved party and the Association President, or his designee, within fourteen (14) calendar days of the committee's receipt of the grievance appeal. The grievance committee shall notify the Association, in writing, of the Borough's disposition of the grievance within fourteen (14) calendar days of hearing the appeal.

Step 4. If no settlement is reached at Step 3, the grievance shall be submitted to arbitration pursuant to the rules

of the New Jersey Public Employment Relations Commission. The cost of the arbitration shall be shared equally by the parties. The arbitrator shall not amend, modify or annul any provision of this agreement. Arbitration shall be limited to those issues or disputes which arise as a result of an alleged breach of contract.

ARTICLE 4. Seniority

Section 1. The Borough shall establish and maintain a unit-wide seniority list of employees with dates of employment from the last hire date. The Association and the Borough will review and agree to a seniority list at the beginning of each fiscal year.

Section 2. All new employees shall be considered probationary for a period of ninety (90) days from the date of hire. During the probationary period, the Borough may terminate a probationary employee for any reason. An employee terminated during the probationary period shall not have recourse to the grievance procedure.

ARTICLE 5. Layoff and Recall

Section 1. In the event of a layoff, the employee with the least amount of seniority will be the first laid off. Should an employee within the unit have his position eliminated, and

that employee has more seniority in the Borough than another employee in the unit, the employee whose position has been eliminated will have the right to bump the less senior employee and take the less senior employee's position, provided that the more senior employee is qualified to work at the less senior employee's position. The Borough Administrator shall make the sole determination as to whether an employee is qualified to work in a position. Said determination shall not be made in an arbitrary or capricious manner. An employee who bumps another employee shall not receive a reduction in pay.

Section 2. Any employee laid off shall be placed on a recall list. Employees shall be recalled in order of seniority. Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of such employee. The Borough shall also notify the President of the Association of the recall as soon as a decision to recall has been made. The employee must notify the Borough within one week of receipt of a notice of recall of his intent to return to work, and must actually return to work within twenty-one (21) days from the date of the notice of recall. Should an employee fail to acknowledge receipt of a notice of recall, or accept a position within the prescribed limits, he shall forfeit all recall rights. The Borough and the recalled employee may extend time limits by mutual agreement. Recalled employees shall receive their

previous rate of pay, or the amount being paid for the position for which he is recalled, whichever is higher.

Section 3. Recalled employees shall continue seniority as if they had never been laid off. No employee shall accrue further sick leave or longevity during the period of his layoff. However, upon recall, he shall retain all sick leave and longevity that he had previously accrued at the time of his layoff.

Section 4. Notice of layoffs shall be given at least thirty (30) days before the scheduled layoffs. The Borough shall agree to meet with the Association in order to discuss its decision to implement a layoff.

Section 5. Under no circumstances shall the Borough hire employees from the open market while employees on the recall list who are qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. Exceptions to this provision are individuals who are part of the J.T.P.A. or Community Service Program, or part-time or seasonal-recreational hires. In the case of part-time or seasonal-recreational hires, laid off employees shall have the right of first refusal in order of seniority to accept such a position at the rate of pay being offered by the Borough. Neither acceptance nor refusal to accept such a position will waive the employees' rights to be recalled for a full-time permanent position.

ARTICLE 6. Work Week and Overtime

Section 1.

Sanitation - The normal work week shall be Monday through Saturday.

Streets - The normal work week shall be Monday through Friday, 7:30 a.m. to 4:30 p.m., with one hour for lunch.

Water & Sewer - The department operates on a seven (7) day basis. Coverage is provided as required by the Borough.

Harbor - The department operates on a seven (7) day basis. Coverage is provided as required by the Borough.

Section 2. Overtime at the rate of time and one-half shall be paid for hours worked in excess of eight (8) hours per day, or forty (40) hours per week. In the event that an employee is called out to work other than his normal work hours, he shall be paid overtime at the rate of time and one-half for hours worked, but in no case shall he be paid for less than two hours.

Section 3. An employee may elect compensatory time off at the premium rate in lieu of paid overtime on notice to the Supervisor and subject to available manpower. All compensatory time earned and carried on the books will be cleared by

consumption or by payment by the Borough to the employee on June 30 and December 31 of each year.

Section 4. Each department shall maintain a rotating seniority list for the purposes of assigning overtime. All things being equal, overtime shall be offered first to the most senior employee in each department. After an employee receives an offer or assignment of overtime, his name shall be placed at the bottom of the list and the next senior employee shall be offered the next assignment of overtime.

ARTICLE 7. Management Rights.

A. The Association recognizes that the Borough may not, by agreement, delegate authority and responsibility which, by law, are imposed upon and lodged with the Borough.

B. The Borough reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with the laws of the State of New Jersey to do the following:

1. To direct employees of the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this agreement, or to demote, terminate, or take disciplinary action against employees;
3. To make work assignments, work and shift schedules, including overtime assignments;

4. To relieve employees from duties because of lack of work or other business reasons;

5. To maintain the efficiency of Borough operations;
and

6. To determine the methods, means and criteria by which such operations are to be conducted.

C. All of the rights, power and authority possessed by the Borough prior to the signing of this Agreement are retained exclusively by the Borough, subject only to such limitations as are specifically provided in this Agreement.

D. The Borough may take disciplinary action against an employee in the following manner: oral reprimand, for which a written notation is made in the employee's file; written reprimand; suspension without pay for up to five (5) days; or termination.

1. Employees will not be allowed to grieve an oral reprimand for which a written notation is made in the employee's personnel file, however the employee will be informed that such a notation is being made and may, within thirty (30) days provide the Borough with a written rebuttal which must be included in the employee's personnel file.

2. The Borough may issue a written reprimand if: (a) there already exists a notation of an oral reprimand in the employee's personnel file for the same or similar infractions;

(b) there already exists two written notations of an oral reprimand in the employee's personnel file regardless of the infraction; or (c) the infraction is considered to be serious enough to warrant a written reprimand without a prior oral reprimand.

3. Written reprimands may be grieved up to Step 3 of the grievance procedure. However, they will not be arbitrable.

4. The Borough may suspend an employee for up to five (5) days without pay if: (a) the employee has a written reprimand in his personnel file for the same or a similar infraction; (b) the employee has two written reprimands in his personnel file for any infraction; or (c) the infraction is of such a serious nature that it warrants a suspension without pay without a prior written reprimand.

5. When suspending an employee, the Borough Administrator shall give written notice to the employee of the basis for the suspension. Suspensions shall be fully grievable and are arbitrable. If a suspension is based on the fact that an employee has had prior written reprimands, the merits of the written reprimands may be raised by the Association in any arbitration of the suspension.

6. The Borough may terminate an employee if: (a) there is a record in the employee's personnel file of a previous suspension for the same or similar infraction; (b) there is a

record in the employee's personnel file of two suspensions for any infractions; or (c) the infraction is of such a serious nature that it warrants immediate termination. Such infractions shall include, but shall not be limited to, theft, physical violence, or intentional and malicious destruction of property.

7. Termination shall be fully grievable and arbitrable.

8. Written notifications of oral reprimands, along with any rebuttals shall be removed from the employee's personnel file and shall not be used as a basis for giving a written reprimand after one year from the date of the incident involved.

9. Written reprimands and notations of suspensions shall be removed from an employee's personnel file and shall not be used as a basis for a suspension or termination after two years from the date of the incident involved.

ARTICLE 8. Association Rights

A. Representatives of the Association shall be permitted to transact official Association business on Borough property at all reasonable times, provided that this shall not interfere with or interrupt normal Borough operations.

B. In accordance with the basic practice, the Borough shall allow the President of the Association, or his designated representative, such time as is necessary for him to conduct his

3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Columbus Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

B. Employees who may be required to work on a recognized holiday will be paid or receive compensation time at the rate of time and one half, plus regular rate of pay, or rescheduling the holiday to a date mutually agreeable to the employee and the Borough.

C. When a holiday occurs during an employee's vacation, that day will not be charged to his vacation time. If a holiday occurs while an employee is on sick leave, the holiday shall not be charged to his sick leave credits.

D. Employees will receive four (4) personal days per year. An employee shall be permitted to take a personal day at

his discretion upon approval of his Supervisor. A Supervisor's approval shall not be unreasonably withheld. The employee will make every effort to give notice to his Supervisor at least one week prior to taking a personal day. Unused personal days will be converted to sick leave.

ARTICLE 10. Vacation.

A. Regular full time employees shall receive vacation as follows:

<u>Years of Service</u>	<u>Number of working days</u>
Hire to end of 1st year	5/6 days paid for each month
Second year through end of fourth year	10 days
Fifth year through end of ninth year	15 days
Tenth year through end of fifteenth year	20 days
Sixteenth year on	20 days plus 1 day for each additional year of service over 16

B. For any employee hired after January 1, 1993, the number of vacation days that they shall be eligible to receive shall be capped at 25 days.

C. Vacation time may not be accumulated for a period past the vacation year without the written consent of the Borough Administrator.

D. Vacation schedules shall be submitted to the Borough Administrator for approval on a quarterly basis. Employees must submit their vacation requests by January 1, April 1, July 1, or October 1 respectively in order to receive approval for their vacation during the following quarter. Vacations shall be scheduled so as to permit efficient use of manpower in order to maintain adequate coverage during the vacation period.

E. Employees who leave the employ of the Borough before the vacation period shall be compensated for any accrued vacation time that may be due said employees. Said compensation shall be pro-rated as of the date of termination. Any employee who uses vacation days prior to the date of termination of employment shall not be required to reimburse the Borough.

F. Vacation for harbor employees shall be restricted during the months of April, May, June 1 through 15, October and November 1 through 15, except in the case of an extraordinary circumstance.

ARTICLE 11. Leaves

Section 1.

A. "Sick leave" shall mean paid leave that may be granted to an employee who, through sickness or injury, becomes

incapacitated to a point that makes it impossible for him to perform the duties of the position or an employee who is confined by a physician for strong medical reasons. An employee may also take sick leave if a member of his immediate family becomes incapacitated to a point that makes it necessary for the employee to care for the individual.

B. A doctor's authorization for the absence and release to duty shall be submitted to the Borough when the employee returns to work.

C. Regular full time employees shall receive sick leave credits of sixteen (16) working days for each year, prorated over the course of the year at the rate of 1-1/3 working days for each month of service. Employees shall be able to accumulate up to ten (10) sick leave days from year to year. Should the employee accumulate more than ten (10) days during any year, he shall receive payment for those days over ten. If an employee has accumulated 120 days or more, he shall have the option of converting up to six (6) accumulated days per year into paid days regardless of whether he has accumulated ten (10) days that year. The number of accumulated sick days for which an employee may receive pay shall be capped at 90 days over an employee's lifetime.

E. After three consecutive days of sick leave the Borough may require a report from the attending physician or an examination by a physician designated by the Borough.

F. Refusal of an employee to comply with the instructions of his physician or failure to cooperate with the designated physician may cause rejection of a sick leave claim and disciplinary action.

G. All sick leave claims shall be approved by the employee's supervisor and certified by the supervisor to the Borough Administrator.

H. An employee leaving employment with twenty-five (25) years of service, or who is 60 years old or older, and has ten years of service shall be granted a separation payment equal to one-half of the cash value of his accumulated sick leave not to exceed sixty (60) days. An employee who is separated from employment for medical reasons and has accumulated but not used sick leave shall receive one-half the cash value of his accumulated sick leave, not to exceed sixty (60) days. In any case in which an employee is entitled to separation pay, he has the option of staying on the payroll and receiving benefits for an equivalent number of days, in lieu of accepting a lump sum payment for the days due him.

I. The Association may implement a sick leave pool through which employees can transfer accumulated sick days to

employees whose accumulation has been exhausted. The details and administration of the pool shall be the responsibility of the Association. The Association shall hold the Borough harmless in connection with the implementation and administration of the pool, but shall provide a copy of same to the Borough when it is implemented.

Section 2. Bereavements

In case of death in the immediate family of an employee, the Borough shall grant up to four (4) days leave so that the employee may attend the funeral and/or attend to family matters resulting from the death. Immediate family shall include spouse, father, mother, brother, sister, son, daughter, mother-in-law and father-in-law, or a relative living with the employee.

Section 3. Jury Duty

An employee who is called for jury duty shall receive pay during the period of jury service equal to his regular salary, less the remuneration for jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the Borough.

ARTICLE 12. Pension & Welfare Benefits

Section 1. All regular full time employees enrolled in the Public Employee Retirement System ("PERS") are subject to payroll deductions, and Borough contributions on behalf of

employees are made in accordance with the regulations promulgated by PERS.

Section 2. The Borough participates in Ocean-Monmouth Insurance Fund for health, major medical and dental coverage. The Borough shall pay the full cost of the premiums. New hires after the date of ratification shall receive employee-only health benefits for the first year of employment.

Section 3. The Borough shall pay the full cost of the premiums for a \$25,000 life insurance policy for each employee.

Section 4. A full time regular employee temporarily disabled in the line of duty shall receive his regular salary during the first three months of such disability and within the first three months from the date of the incident which caused said disability. Any temporary insurance compensation received for this three month period shall be offset against the employee's regular salary. After this three month period, any further absence will be charged first to his accumulated sick leave and then to vacation credits. Thereafter no benefits shall accrue or be paid.

Section 5. All permanent Borough employees are eligible to apply for reimbursement of educational expenses beginning with the second year of employment. Expenses for which reimbursement may be claimed are tuition, registration fees and books and lab material. Applicants must outline the benefits

that will accrue to the Borough as a result of completion of the course and applications to take courses must be filled out and submitted to the Borough Administrator.

Section 6. A full time regular employee who is ill or temporarily disabled outside the line of duty shall be eligible to receive disability benefits under a private disability plan, the premiums for which are fully paid for by the Borough. The disability benefit payments shall begin after ninety (90) continuous days of illness or temporary disability.

Section 7. The Borough will, at no cost to the employee, provide a dental plan for the employee and his family.

ARTICLE 13. Clothing & Maintenance Allowance

The Borough shall continue to provide work boots to the employees by May 1 and October 1 of each year. A third pair of work boots shall be provided where the employee demonstrates that both pairs of work boots issued in a given year have been worn out. Outerwear clothing shall be replaced by the Borough only on an as needed basis, but not more than one time in any year.

A \$550 clothing and maintenance allowance shall be provided to each employee. The allowance will be paid to the employees by July 1 of each year.

Employees shall be responsible for purchasing their uniforms and for cleaning and maintaining their uniforms and any outerwear clothing and boots provided by the Borough.

All employees shall wear the same uniforms with the Borough logo and employee's name affixed to the shirt. The uniforms shall be dark blue, Dickie work shirt or equivalent, dark blue pants or blue jeans or the equivalent in shorts for summer wear.

Prescription eyeglasses damaged on the job and presented immediately to the Borough Administrator shall be reimbursed in an amount not to exceed \$100.

ARTICLE 14. Classifications & Minimum Salaries

Employees shall be placed in the following job classifications with the following minimum salaries. Regardless of the minimum salary listed below, an employee shall receive a minimum jump in salary if he is raised to a higher classification.

<u>Classification</u>	<u>Minimum Salary</u>	<u>Minimum Jump</u>
Maintenance I	\$18,400.00	---
Maintenance I w/ CDL	19,200.00	---
Maintenance II	23,000.00	1,000.00
Maintenance III	(see below)	1,000.00
Mechanic	30,000.00	1,000.00

Assistant Supervisor 30,000.00 1,000.00

A Maintenance II Worker shall be defined as a Maintenance I worker with three years of Maintenance I experience. However, a Maintenance I worker cannot be promoted to Maintenance II within one year of a suspension without pay for any suspension given after January 1, 1993.

A Maintenance III Worker shall be defined as a Maintenance II worker with nine years of service with the Borough. The Maintenance III classification shall be responsible for filling in for the Assistant Supervisor whenever the Assistant Supervisor is absent. The Maintenance III classification shall receive a \$1,000 base salary adjustment.

ARTICLE 15 Post & Bid Procedures

Section 1. It is the intention of the Borough to fill job vacancies from within before hiring new employees.

Section 2. The Borough shall post all vacancies for permanent positions. The Borough shall prepare a notice stating the name of the job classification, the location of the assignment and requirements. In addition, the statement shall invite bids. This notice shall be posted on all bulletin boards for five (5) working days. In addition, the Borough agrees to publish a notice for bid to each employee, even when absent.

Section 3. The vacancy shall be awarded to the most senior qualified employee who submits a bid, unless the employee is ineligible as provided hereafter. A new employee must have worked six (6) months before being eligible to submit such a bid.

Section 4. A successful bidder will be granted a trial period of ninety (90) working days on the new assignment. During this trial period the successful bidder will be compensated at the rate of pay of the new classification. The Association and the employee will be kept advised of the bidder's progress in learning of the new assignment and be given every reasonable assistance to successfully meet the requirements of the job. If the bidder does not wish to stay in the lateral/upgrade position, the bidder may return to his previous position within twenty (20) days of the new appointment. If the bidder fails to successfully meet the requirements of the job within the ninety (90) day working trial period, or expresses his desire to return to his previous position within twenty (20) days of the new appointment such person shall assume seniority and pay as though such old classification had never been left.

Section 5. Once an employee successfully bids for a new job, he will be restricted from bidding for one year after the date of the last move, unless the posting is for a higher rated job.

ARTICLE 16. Wage Rates

A. Each member of the bargaining unit shall receive the following increases, which shall be exclusive of any increment to which the member may be entitled. However, any adjustments made on January 1, 1995, pursuant to Article 13 of this Agreement shall occur after the wage increase provided for in this Article.

January 1, 1995 ... 4.0%
January 1, 1996 ... 4.0%

B. Each full-time employee shall be entitled to and receive in addition to his salary stated above a longevity bonus for each completed five (5) year increment of continuous full-time employment prorated for that period from the anniversary date to the end of the calendar year as recognition for his service and his increased value to the Borough. Said bonus shall be as follows:

<u>Years of Service</u>	<u>1993</u>	<u>1994</u>
Five years	\$ 500	\$ 500
Ten years	700	700
Fifteen years	900	900
Twenty years	1200	1200
Twenty-five years	1400	1400
Thirty years	1600	1600
Thirty-five years	1800	1800
Forty years	2000	2000

C. Such payment shall be included in and considered part of the employee's basic salary for purposes of computing taxes and payments to any retirement systems and shall be made in the same

manner as prescribed by the Mayor and Council for the payment of regular salaries.

D. Any employee who is requested to be on stand-by shall receive \$30 per day for stand-by. When an employee is on stand-by and is called out to work, he shall receive pay at the rate of time and one-half for hours worked on call out, but in no case shall be paid for less than two hours. This is in addition to the stand-by pay.

ARTICLE 17. Coffee Breaks

Employees shall be granted no more than a 15 minute break in the morning and no more than a 15 minute break in the afternoon. The break period shall be designated by the Borough.

ARTICLE 18. Separability Clause

In the event any provision of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law, regulation or order now existing or hereinafter enacted, such invalidity or unenforceability shall not effect the remainder of the Agreement.

ARTICLE 19. Term of Agreement

This Agreement shall become effective on 1/1/95 and shall terminate on 12/31/96. All provisions contained herein shall be

retroactive to the effective date of this Agreement unless otherwise stated herein. This contract shall remain in effect until a new contract is negotiated.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures this _____ day of _____, 1995.

BOROUGH OF ATLANTIC HIGHLANDS

By: Wilbur C. Bishop
WILBUR C. BISHOP
Borough Administrator

Attested by:

ATLANTIC HIGHLANDS MUNICIPAL
EMPLOYEES ASSOCIATION

By: Rudy Trivett
RUDY TRIVETT
President

Attested by:
