

14-3017

0277

A G R E E M E N T

BETWEEN

BOARD OF EDUCATION  
RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT

Board of Education

AND

RAMAPO INDIAN HILLS CUSTODIANS ASSOCIATION

FOR PERIOD FROM ~~FROM~~ JULY 1, 1981 TO JUNE 30, 1983

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RUTGERS UNIVERSITY

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 29th DAY OF JUNE, 1981, by and between the RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter referred to as the "Board"), and the RAMAPO INDIAN HILLS CUSTODIANS ASSOCIATION (hereinafter referred to as the "Association").

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ARTICLE I

PRINCIPLES

- Section 1 Attainment of the objectives of the custodial and maintenance programs conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel, and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- Section 2 This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Appendix "A" attached hereto and made a part hereof.
- Section 3 The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- Section 4 The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.
- Section 5 Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.
- Section 6 The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until sooner changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE II

RECOGNITION

- Section 1 The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations of terms and conditions of employment of all employees in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon an alleged misrepresentation, misapplication, or violation of this agreement, or of any Board policy or State administrative decision concerning working conditions or terms of employment of persons in the negotiating unit.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

1. The employee shall first discuss his grievance orally with his immediate supervisor with the objective of resolving the matter informally.
2. Step 1 - In the event the grievance is not resolved informally, the Association Representative and/or the employee shall present the grievance, in writing, to the Business Administrator within one calendar week following the attempt at informal resolution. Within one calendar week, the Business Administrator shall meet with the Representative and/or the employee involved, in an effort to resolve the grievance. Within one calendar week after the grievance meeting, said Business Administrator shall communicate his decision in writing to the Association Representative and/or the employee involved.
3. Step 2 - The Association may appeal the decision of the Business Administrator to the Superintendent or his designee within one calendar week after receiving the decision of the Business Administrator. The appeal shall be in writing and shall be accompanied by a copy of the Business Administrator's decision. Within two calendar weeks, the Superintendent or his designee shall use his good offices to adjust or resolve the grievance amicably.  
  
If the efforts toward amicable adjustment do not resolve the grievance, the Superintendent or his designee shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within two calendar weeks after the hearing, the Superintendent or his designee shall communicate his decision in writing, together with the supporting reason, to the aggrieved employee, the Association, the supervisor of the department involved, and the principal of the school.
4. Step 3 - The Association may appeal the decision of the Superintendent or his designee within two calendar weeks after receipt of his decision to the Board of Education. A hearing shall be held by the Board within two calendar weeks after receipt of the appeal by the Board's Secretary. The appeal shall be in writing and shall state the nature of the grievance; the factual allegations of the grievant and of other parties in interest; the Association's opinion as to whether or not the grievance is meritorious;

and the Association's recommendations, including but not in limitation, an appropriate remedy. The Board's decision shall be made in writing not later than two calendar weeks after conclusion of the hearing and shall set forth the Board's findings of fact, reasoning and conclusions on the issue submitted.

5. Step 4 -

(a) If the Association is not satisfied with the disposition of the grievance by the Board, and the grievance is an arbitrable grievance as hereafter defined, the Association may submit the matter to arbitration in the manner hereafter provided, by serving a written notice upon the Board of the Association's intention to arbitrate within two calendar weeks after decision by the Board.

(b) Within two calendar weeks after such written notice of submission to arbitration, the Board and the Association 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 American Arbitration by either party. The parties shall then be bound by the rules and procedures of the American Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar 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's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. 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 this agreement. The decision of the arbitrator shall be submitted to the Board and the Association shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

(e) Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of the agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement; and no grievance shall be arbitrable that involves the discipline of any employee, the non-renewal of non-tenure employees, or any other matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

### C. Miscellaneous

1. The employee and the Association shall be given at least four calendar days notice, in writing, of the time and place of each hearing, at each step.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to lodge an appeal at the next step of this procedure.

3. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement.

4. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Step 2 of this procedure without Step 1 thereof.

5. At each of the first two steps of this Grievance Procedure, the Board and the Association shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Steps 3 and 4 of the Grievance Procedure, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies but shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not, by reasonable diligence, have been discovered prior to the hearing at Step 3.

6. No officer or Executive Board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee in this procedure.

7. An employee who is not an Association representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee in this procedure in more than two (2) grievances during a calendar year.

8. No reprisals of any kind shall be taken by the Board or by any member of the administrative staff against any party in interest, any Association Representative, or any other participant in the Grievance Procedure by reason of such participation.

### D. Limitation

Any grievance not presented in writing to the Business Administrator within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

## ARTICLE IV

### RIGHTS OF THE ASSOCIATION

- Section 1 Meetings at Work Location - on three (3) days' notice to the Principal of the school and the Business Administrator the Association shall have the right to schedule meetings in the buildings at a place designated for such meetings before or after regular duty hours of the employees involved, provided the building is not then otherwise in use or scheduled to be used.
- Section 2 Meetings During Second Shift - Recognizing that the shift schedules of employees in this unit preclude attendance at meetings of all members, it is agreed that on three (3) occasions during each year, the employees on the second shift shall be released for not more than ninety (90) minutes for the purpose of attending Association meetings. In the event matters of an emergent nature require a meeting on a weekday other than those above provided for, the President may request permission for same from the Business Administrator, and the Business Administrator shall have the right, in his sole discretion, to determine whether or not employees from the second (2nd) shift will be released therefor.

## ARTICLE V

### SALARIES AND HOURS OF WORK

- Section 1 The salaries of all employees covered by this Agreement are set forth in Appendix "C". This Appendix "C" also includes all extra bonuses.
- Section 2 The regular workweek shall be forty (40) hours. All work over eight (8) hours in any one day, and forty (40) hours in any one week, and the following holidays - Columbus Day, NJEA Convention (2 days), Veterans' Day, the day after Thanksgiving, and Lincoln's Birthday - shall be paid at the rate of time and one-half.
- Custodians will have Christmas vacation week off (time worked by any custodian during this vacation period other than Christmas Eve, Christmas Day, New Year's Eve, New Year'd Day, shall be paid at the rate of time and one half.
- All work on Sundays, and the following holidays - Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Washington's Birthday, Good Friday and Memorial Day - shall be paid at the rate of double time.
- Any employee called back to work for a period of time less than one hour shall, in addition to being paid for the time actually clocked in, be paid for one (1) additional hour, provided that:
- (a) Employees who are called in early to work overtime immediately prior to their normal shift, and employees who are required to continue to work, on an overtime basis, immediately after their normal shift shall not be deemed "called back"; and further
  - (b) That employees shall not frivolously, and without good cause, respond to "call backs" from persons other than the school administration.

Any requested time off for less than a full eight-hour day must be approved by the Director of Buildings and Grounds prior to period of absence, and the time off must then be made up at a future date as agreed upon with the Director of Buildings and Grounds, but if such request does not interfere with the proper operation and maintenance of the school building it shall not be denied.

- Section 3 On those days preceding holidays, or holiday weekends, custodians may leave one-half (1/2) hour earlier than their normal quitting time.
- The daily working hours during the last week of June, during the months of July and August, and up to Labor Day weekend, shall be shortened by one-half (1/2) hour.
- Section 4 The Board will reimburse any employee in this unit the amount expended by the employee for obtaining or renewing his Black Seal Boiler Operator's License at any time subsequent to June 30, 1973.
- Section 5 Commencing with the 1st day of the month succeeding the 10th anniversary year of service to this District of an employee in the Bargaining Unit, an additional payment of \$225. will be added to the contractual annual salary as longevity pay. Commencing with the 1st day of the month succeeding the 15th anniversary year of service to this District of an employee in the Bargaining Unit, the annual longevity pay will be increased to \$350.
- Section 6 All payments for longevity and for second and third shifts as specified in Appendix C, Section A, shall be included as base salary for Pension purposes only.

#### ARTICLE VI

##### SENIORITY AND JOB SECURITY

- Section 1 School District Seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District Seniority only if he:
- (a) resigns or is discharged, irrespective of whether he is subsequently rehired by the School District.
  - (b) is laid off for more than six (6) consecutive calendar months.
- Section 2 In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of School District Seniority.
- Section 3 If a tenure man is discharged and is found to be innocent of all charges, that man shall be reinstated to full seniority and rights and full back pay.

#### ARTICLE VII

##### TENURE

- Section 1 After three (3) years and one (1) day of uninterrupted continuous service, each custodial employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employee under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

ARTICLE VIII

INSURANCE PROTECTION

- A. Effective July 1, 1981 the Board shall provide the following health care insurance protection as indicated, and pay the full premium for both employee and full family coverage for the period from July 1, 1981 through June 30, 1983:
1. Connecticut General Life Insurance Company, Full Hospitalization-Medical-Surgical,
  2. Major Medical,
  3. Prescription Drug Plan,
  4. Connecticut General Life Insurance Company Dental Plan II-Schedule 4 includes: General Diagnostic, Preventive, Restorative, Endodontics, Periodontics, Prosthodontics, and oral surgery, with \$25. calendar year deductible (\$75. family).
- 80% - Class A Charge  
60% - Class B Charge and Family Security Benefit
- B. Whereas the Board and the Teachers' Association have agreed to explore alternative carriers for medical and dental insurance, the Association likewise agrees to explore said alternative carriers. Any change in carrier shall be by mutual agreement in accordance with provisions of the Memorandum of Agreement dated June 15, 1981.
- C. For all employees who are returning to work for the ensuing school year, the Board shall pay premiums sufficient to keep the insurance coverage in effect without interruption.
- D. All new employees shall be enrolled in the health-care insurance plan on the first day of the month after they have completed one (1) full month of employment.
- E. If available from the insurance carrier, the Board shall provide to each employee a description of the health-care insurance provided under this Article, same to be provided at the beginning of the school year.
- F. The Board shall not be responsible for any premiums for health-care insurance coverages for any employees on extended leaves of absence.

ARTICLE IX

VACATION

- A. Each employee in the negotiating unit covered by the Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken. Vacation time is earned from July 1 of each year and granted as follows:

<u>Length of Uninterrupted Service to July 1st</u>	<u>Vacation Time</u>
Less than six (6) months	Pro-rated days as per the Board of Education Policy
Six (6) months or more, but less than six (6) years	2 weeks
Six (6) years, but less than twelve (12) years	3 weeks
Twelve (12) years or more	4 weeks

Vacations shall be taken at a time when school is not in session. It is further understood that any employee entitled to three (3) weeks vacation may be required to take a least one of those weeks during the Winter or Spring recess, and any employee entitled to four (4) weeks vacation must take at least one of those weeks during the Winter or Spring recess.

All vacation requests must meet with the approval of the Director of Buildings and Grounds.

Vacation requests for any other time (when school is in session) shall be at the discretion of the Superintendent of Schools.

- B. Each employee in the negotiating unit covered by the Agreement shall be entitled to the following sixteen (16) holidays with pay:

Fourth of July	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veterans' Day	Lincoln's Birthday
NJEA Convention (2 days)	Washington's Birthday
Thanksgiving Day Weekend (2 days)	Good Friday
Christmas Eve	Memorial Day

Custodians will have Christmas vacation week off (time worked by any custodian during this vacation period other than Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, shall be paid at the rate of time and one half.

If any of the holidays listed in the present contract falls on a Saturday, another day (s) in lieu of that holiday will not be granted.

## ARTICLE X

### ABSENCES AND LEAVES

1. An employee who is going to be absent from work will call his immediate supervisor as early as possible in order that proper coverage may be given. Upon return to work the absence form is to be filled out and turned in to the immediate supervisor promptly. Any employee absent because of illness for more than three (3) consecutive days may be required to submit to the Business Administrator a Doctor's statement concerning his or her physical condition and the earliest possible date of return to duty.

Failure to submit a Doctor's statement certifying an illness after the tenth consecutive school day will automatically release the Board of Education from authorizing any additional salary payments to said employee until such time as a Doctor's certificate is obtained.

2. Employees will be notified of any pay deductions made in keeping with the Board's policy.

3. A. All employees in the system shall be allowed sick leave days with full pay, in accordance with NJSA 18A:30-1, et seq., for twelve (12) school days in any school year, ALL of which are to be cumulative.
- B. Upon retirement, members of this unit shall receive payment for all unused sick days accumulated after June 30, 1973, on the following basis:
  - (a) For each such unused sick day, the retiring custodian shall be paid 1/500th of the annual salary stipulated for the first (1st) step of the custodians' guide for the year in which the sick day was accumulated.
  - (b) For the purpose of this computation, sick days hereafter taken shall be charged against and deducted from those accumulated in each subsequent budget year to the end that those sick days first accumulated shall be those first lost for the purpose of this computation.
4. Any employee in this unit who has tenure may, upon request, obtain a leave of absence, without pay, for a period of one (1) year, for the purpose of recuperating from illness or for the purpose of caring for a sick members of his immediate family. Upon return from a leave of absence granted under this section, such employee shall enjoy all benefits to which he was entitled at the time his leave commenced, including unused accumulated sick leave and seniority then enjoyed, but he shall not receive credit for such year for the purpose of salary increment or for seniority purposes.
5. Other Allowable Absences:
  - A. Definition of Terms
    1. By "immediate family" is meant any relative residing in the same household as that of the employee, or any of the following relatives: mother, father, brother, sister, children, step-mother, step-father, step-brother, step-sister, step-children, mother-in-law and father-in-law.
    2. By "the family" is meant any relative not residing in the same household as that of the employee, namely brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandchildren and grandparents.
  - B. Absence for reasons given below, not allowable as sick leave, will be granted as follows: (non-accumulative)
    1. Up to five (5) days for death in the "immediate family" without deduction of pay.
    2. Up to three (3) days per school year for attending the funeral of a member of "the family" without deduction of pay.

3. Up to a total of three (3) days per school year with full pay for any, but not for each, of the following reasons:

- a. closing titles
- b. moving day
- c. court appearance
- d. appearance at Internal Revenue Bureau
- e. entering offspring in college
- f. attending graduation of offspring or spouse
- g. attending wedding of member of "immediate family"
- h. marriage
- i. religious holidays
- j. illness in "immediate family"
- k. medical tests
- l. adoption
- m. for personal reasons (1 day only). A forty-eight (48) hour written notice must be given to the Director of Buildings and Grounds prior to the personal day, except in cases of emergency.

6. Full deduction (1/260th) of the annual contract salary if absence is in excess of the specified days for reasons given in Section 3 and 5 of this Article.

#### ARTICLE XI

##### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1 Before the Board adopts a change in policy on terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced in writing, signed by the Board and the Association, and become an addendum to this Agreement.

Section 2 Not later than October 1, 1982, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. Both parties shall submit their proposals at the initial negotiations session.

Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced in writing and signed by both parties.

#### ARTICLE XII

##### SAVING CLAUSE

Section 1 If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII

DURATION

Section 1      The provisions of the Agreement shall be effective as of July 1, 1981 and shall remain in full force and effect until June 30, 1983, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article XI of said Agreement.

AFFIRMATIVE ACTION STATEMENT

The Ramapo Indian Hills Regional High School District Board of Education affirms its responsibility to ensure all employees equal employment opportunity regardless of race, color, creed, religion, sex, ancestry, national origin, or social or economic status.

APPENDIX A

POSITIONS COVERED BY THE AGREEMENT

Listed below are all the job titles and classifications held by persons in the negotiating unit:

Head Custodian  
Custodian  
Custodian-Maintenance  
Custodian-Sewage Plant Attendant  
Custodian-Bus Driver

APPENDIX B

SUPERVISION - REPORT TABLE

Submitted herewith is a table showing the flow of administrative responsibility to implement the Grievance Procedure set forth in this Agreement:

<u>Title</u>	<u>Immediate Supervisor</u>	<u>Step 1 in Grievance Procedure</u>
Custodian	Director of Buildings and Grounds	Business Administrator
Custodian-Bus Driver	Director of Buildings and Grounds	Business Administrator
Custodian-Sewage Plant Attendant	Director of Buildings and Grounds	Business Administrator
Custodian-Maintenance	Director of Buildings and Grounds	Business Administrator

APPENDIX C

SALARY GUIDES

<u>CUSTODIAN</u> <u>CUSTODIAN-BUS DRIVER</u>	7/1/81 to 6/30/82	7/1/82 to 6/30/83
Step 1	\$12,150.	\$13,426.
Step 2	12,498.	13,810.
Step 3	12,889.	14,242.
Step 4	13,283.	14,678.
Step 5	13,677.	15,113.
Step 6	14,070.	15,547.
Step 7	14,463.	15,982.

CUSTODIAN-MAINTENANCE  
CUSTODIAN-SEWAGE PLANT ATTENDANT

Step 1	12,864.	14,215.
Step 2	13,389.	14,795.
Step 3	13,913.	15,374.
Step 4	14,435.	15,951.
Step 5	14,960.	16,531.
Step 6	15,483.	17,109.
Step 7	16,009.	17,690.

HEAD CUSTODIAN

Step 1	14,619.	16,154.
Step 2	15,144.	16,734.
Step 3	15,668.	17,313.
Step 4	16,191.	17,891.
Step 5	16,715.	18,470.
Step 6	17,239.	19,049.
Step 7	17,888.	19,766.

Approved  
Robert M. [Signature]

James Clary [Signature]

[Signature]

EXTRA COMPENSATION

A. Night Bonuses:

Second Shift - 10:30 a.m. to 7:00 p.m.

or

3:00 p.m. to 11:00 p.m. - \$100.

Third Shift - 11:00 p.m. to 7:00 a.m. - \$200.

(As indicated in Article V, Section 6, payments for second and third shifts shall be included as base salary for pension purposes only.)

B. Black Seal Boiler Operator's License:

An additional sum of \$150. shall be paid to any employee holding a Black Seal Boiler Operator's License as of July 1, 1981 for the school year 1981-82, and July 1, 1982 for the school year 1982-83.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, this 15th day of June, 1981.

RAMAPO INDIAN HILLS CUSTODIANS  
ASSOCIATION

BY: James B. Claeys  
James Claeys, President

ATTEST:

Johannes Ten Hoeve  
Johannes Ten Hoeve, Secretary

BOARD OF EDUCATION OF THE RAMAPO INDIAN  
HILLS REGIONAL HIGH SCHOOL DISTRICT

BY: Maria J. Pirozzi  
Maria J. Pirozzi, President

ATTEST:

Syd Salt  
Syd Salt, Secretary