

3-0560

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 469

*Official Signed
copy*

Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA. 15-25

REVISED FINAL COPY
MAY 1, 1981

Effective: January 1, 1981
Expires: December 31, 1982

AGREEMENT BETWEEN THE BORO OF POINT PLEASANT, *Borough*
A MUNICIPAL CORPORATION, AND THE TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
IBT LOCAL UNION NO. 469
(Public Works Employees)

This Agreement made and entered into this 5th day of May, 1981, by and between the Boro of Point Pleasant, a Municipal Corporation of the State of New Jersey; hereinafter known and designated as the "Employer," and Local 469, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter known and designated as the "Union."

WITNESSETH

WHEREAS, the Union has presented proof that it represents a substantial majority of a unit composed of all permanent employees working in the Public Works, Water and all Maintenance of the Town of Point Pleasant, and

WHEREAS, the Employer by virtue hereof has recognized as the sole and exclusive bargaining agent for all permanent full time employees working in the Public Works Department of the Boro of Point Pleasant, and

WHEREAS, the Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13-1 et seq (hereinafter Chapter 123) to negotiate with the Union as the said representatives of all permanent full time employees working in the Public Works Department of the Boro of Point Pleasant who are members of the Union and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and

WHEREAS, the Employer on its own behalf and on behalf of the citizens of the Boro of Point Pleasant hereby retains and reserves unto itself without limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of New Jersey and of the United States, and

WHEREAS, the exercise of the foregoing powers, authorities, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in

X January 1, 1981 - Dec 31, 1982

connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States, and

WHEREAS, nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or any other national, state, county, or local laws or regulations as they pertain to the Employer, and

WHEREAS, it is the intention of both the Employer and the employee that this Agreement be construed in harmony with the Rules and Regulations of the New Jersey Civil Service Commission.

NOW, THEREFORE, it is agreed as follows:

Article 1. Recognition

Section 1.

The Employer hereby recognized the Union as the representative of the permanent full time employees of the Public Works Department of the Boro of Point Pleasant, excluding all clerical, confidential, supervisory, managerial, and all other employees, who have elected to be represented by the Union for the purpose of presenting and making known to their division head or such person as may be designated by the Mayor, their grievances and proposals.

Article 2. Dues Deduction and Representation Fee.

Section 1.

The Employer agrees to deduct dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union office.

Section 2.

The Union agrees to file the dues deduction authorization form with the Employer for each employee prior to such deductions, and same shall be in accordance with the applicable statutes of the State of New Jersey.

Section 3. Representation Fee

a. The Union shall deliver to the Employer a written statement containing the following:

- (1) A statement that the Union has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- (2) A statement that the Union has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

(j) A statement establishing the amount of representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

b. On the first day of each month, as necessary, the Union shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Union, and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

c. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with paragraph d. below, of the full amount of the Representation Fee and will promptly transmit the amounts so deducted to the Union.

d. Payroll Deduction Schedule

The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks:

- (1) following receipt of the above list, or
- (2) thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

e. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

Section 4.

The Union hereby agrees to indemnify, defend, and save harmless the Mayor and Council from any claim, suit, or action of any nature whatsoever which may be brought at law or equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a dues deduction or a representation fee under the provisions of this Agreement.

Article 3. Hours of Work

Section 1.

a. Each permanent full time employee shall receive a minimum guarantee of forty (40) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employee job category and employees agree to work in other job classifications with changes in rate of pay, and Employer agrees to make such assignments on a seniority basis. Water plant operators will work according to a posted work schedule.

b. The work week shall be from Monday through Friday. All hours worked beyond eight (8) hours in any one (1) day shall be time and one-half ($1\frac{1}{2}$) and all hours worked in excess of twelve (12) hours shall be double (2) time.

c. Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours' work or pay.

d. Saturday work shall be paid at the rate of time and one-half ($1\frac{1}{2}$) the hourly rate for all hours worked. When an employee is required to work on a Saturday, he shall be guaranteed a minimum of three and one-half ($3\frac{1}{2}$) hours' pay at the time and one-half ($1\frac{1}{2}$) rate subject to the above paragraph, and such employee shall be present and available for such minimum.

8m. e. When an employee is required to work on a Sunday, he shall be guaranteed a minimum of three and one-half ($3\frac{1}{2}$) hours' pay at the rate of two and one-half ($2\frac{1}{2}$) times his hourly rate.

f. When an employee is required to work on a holiday, he shall be guaranteed a minimum of three and one-half ($3\frac{1}{2}$) hours' pay at the rate of two and one-half ($2\frac{1}{2}$) times his hourly rate, which includes his holiday pay, for all hours worked during those hours which would constitute his normal shift (e.g. 7:30 a.m. ^{*8m.*} 4:00 p.m.). For all hours worked on a holiday which would correspond to other than his normal shift, he shall be paid at the rate of three and one-half ($3\frac{1}{2}$) the hourly rate, including his holiday pay.

Section 2.

a. Lunch period for employee starting at 7:30 a.m. to be 12:00 noon to 12:30 p.m. for which the employee shall not be paid. Should an employee be required to work through his lunch period because of an emergency, he shall be paid for such period and given an opportunity to take a lunch break not to exceed twenty (20) minutes as soon as is practicable.

b. Past practices shall continue as to starting times.

c. Employees shall be granted a twenty (20) minute break in the morning, and a twenty (20) minute break in the afternoon and be paid for such breaks.

Section 3.

a. When an employee is not scheduled for work and his services are required, he may be called to work and his time shall start when he arrives at the Boro garage.

b. When an employee is called to work under the above conditions, he shall be guaranteed a minimum of three and one-half (3 1/2) hours' pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1 1/2) rate.

Section 4.

a. When an employee is required to work ten (10) hours or more on a regular workday, he shall be granted an additional one-half (1/2) hour meal period at no loss of time or pay for such meal period, and be granted an additional one-half (1/2) hour meal period for each four (4) hours after the above-mentioned ten (10) hours, also at no loss of time or pay.

b. If an employee has to work on a Saturday, Sunday, or holiday, he shall be granted a meal period of one-half (1/2) hour at no loss of pay after each four (4) hours worked.

Section 5.

Each such employee shall also receive a meal allowance of five dollars (\$5.00) for each ten (10) hour time period worked.

Article 4. Holidays

Section 1.

a. The day or days of celebration of same shall be designated as holidays with pay:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Columbus Day	Thanksgiving Day
Decoration (Memorial) Day	Christmas Day

b. A "floating holiday" is added to the above list and may be taken by the employee only after he has given reasonable notice to the Public Work Superintendent and received the Superintendent's approval, which shall not be unreasonably withheld.

Section 2.

In the event that any of the above-enumerated holidays shall fall on a regular workday, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 3.

In the event a holiday named in this Contract falls during an employee's vacation period, such employee shall receive an additional days' vacation. Vacations may be accumulated to a maximum of twenty (20) days over a two (2) year period.

Article 5. Vacations

Section 1.

a. Each member of the collective bargaining unit shall be entitled to the following vacations with pay at his regular rate of pay:

<u>LENGTH OF SERVICE:</u>	<u>VACATION TIME:</u>
A. Up to one (1) year.	One (1) working day for each month of service.
B. Second (2nd) through fifth (5th) year.	Twelve (12) working days.
C. Sixth (6th) through tenth (10th) year.	Fifteen (15) working days.
D. Eleventh (11th) through fifteenth (15th) year.	Eighteen (18) working days.
E. Sixteenth (16th) through twentieth (20th) year.	Twenty-one (21) working days.
F. Twenty-first (21st) through twenty-fifth (25th) year.	Twenty-four (24) working days.
G. Twenty-sixth (26th) year and thereafter.	Twenty-seven (27) working days.
H. During the final year of employment, one-twelfth (1/12th) of annual vacation based upon years of service for each month of service.	

b. Department head shall set up mandatory vacation schedule and submit to Business Administrator for written approval. No man on vacation to be required to report to work unless so authorized by the Mayor and Council.

Section 2.

a. Senior employees shall be given preference within their classification and where consistent with work schedules when selecting vacation periods.

b. Any employee eligible for vacation, whose employment has terminated for any reason other than disciplinary, shall nevertheless receive a pro-rated vacation.

Article 6. Sick Leave

a. Employees to receive fifteen (15) days sick leave per year after one (1) year of service with pay.

b. Employees with less than one (1) year of service to receive one (1) day of sick leave per month of service with pay, from the day of regular employment up to and including December 31st next following day of appointment and fifteen (15) days sick leave with pay, for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate but not take sick leave.

Article 7. Death in the Family

Section 1.

Shall be applicable only to permanent employees and to all full time employees.

Section 2.

In case of death in the immediate family as herein defined, an employee shall be granted three (3) days off with pay. Payment shall be made for only such of the three (3) days as are working days, and these shall not be charged against sick leave or vacation time.

Section 3.

Immediate family is hereby defined as mother, father, husband, wife, child, mother-in-law, father-in-law, brothers and sisters, brother-in-law, sister-in-law, grandparents and grandchildren.

Section 4.

Time off with pay will be granted to attend funeral of past or present fellow employees up to a maximum of four (4) hours but bearing in mind that a department cannot be vacated. Sufficient people must be left on duty to keep the departments operating.

Article 8. Seniority and Permanent Security

Section 1.

Newly hired permanent employee shall be considered to be on a trial basis for a period of ninety (90) days from the date of obtaining permanent status, and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated any time during said period without recourse whatsoever.

Section 2.

Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3.

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

Section 4.

In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness, seniority and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this Section to be subject to the grievance machinery.

Section 5.

One (1) steward shall have during the respective period in such capacity, top seniority, except for promotion purposes, and after his period of service he shall have a normal seniority status with respect to layoff and recall.

Section 6.

An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- a. voluntary resignations;
- b. discharge for just cause;
- c. failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

Section 7.

Notice of all job vacancies shall be posted on all bulletin boards within the Department. Said notice shall include wage range.

Section 8.

The Employer, upon recalling, shall do so in the inverse order of layoff. He shall recall the last employee laid-off, providing however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be reemployed. The last employee laid-off from a position will be the first recalled to that position.

Section 9.

An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

Section 10.

Any notice of reemployment to an employee who has been laid-off shall be made by registered or certified mail to the last known address of such laid-off employee.

Article 9. Work Clothes

a. The Employer will provide the following:

Three (3) summer uniforms with short sleeves which will be provided between May 1 and October 1 of each year; three (3) winter uniforms consisting of three (3) pairs of pants, three (3) shirts, three (3) jackets and coveralls, and storm gear. Effective January 1, 1981, a one hundred seventy-five dollar (\$175.00) clothing allowance in lieu of Employer's supplied clothes. A thirty-five dollar (\$35.00) maximum shoe allowance upon presentation of a voucher shall remain in effect during the length of this Agreement.

b. Storm gear shall be supplied to new employees. Individual items of foul weather gear shall be replaced if in the sole judgement of the Superintendent such foul weather gear is unrepairable.

Article 10. Bulletin Board

Bulletin boards will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

Article 11. Nondiscrimination

The Employer agrees that it will not discriminate against an employee because of his activities as a member of the Union. There shall be no discrimination against an employee because of his race, color, religious creed, national origin, political affiliation, sex, and Union affiliation.

Article 12. Maintenance of Existing Conditions

It is the intent of the Employer and the employee that any presently existing working conditions are to remain in full force and effect except as specifically modified by this Agreement.

Article 13. Grievance Machinery

Section 1.

That a grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

Section 2.

That an aggrieved employee shall present his grievance within ten (10) working days of knowledge of its occurrence or such grievance shall be deemed waived.

Section 3.

Step 1. The employee and the steward or the employee individually, but in the presence of the steward, shall take up the grievance orally with the Public Works Superintendent, and the Public Works Superintendent shall answer the grievance orally within two (2) working days.

Step 2. If the grievant and/or the steward is not satisfied with the results of Step 1. then, within five (5) calendar days, the grievant or the steward must deliver the grievance in writing to the Borough Clerk who shall have three (3) days in which to arrange a meeting between the grievant and the steward or the grievant individually but in the presence of the steward and a Grievance Committee appointed by the Mayor (i.e. Police Committee for police and crossing guard grievances; Streets and Water Committee for streets and water grievances; Finance Committee for clerical grievances). The decision of the Grievance Committee shall be communicated to the Mayor and Borough Council which shall issue a written decision.

Step 3. If the grievant and/or the Union is not satisfied with the results of Step 3., and if the grievance applies only to the specific terms of this locally negotiated written Agreement, then the Union no later than the twenty-first (21st) calendar day after submitting the written grievance to the Borough Clerk may bring the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

Section 4.

The Arbitrator, appointed by the New Jersey Public Employment Relations Commission, shall have no authority to add to or subtract from, modify, change or revise this locally written negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an administrative decision or policy, rules and regulations of the appropriate state agency, or state statute pertaining to terms and conditions of employment which are not grounded in this locally written negotiated Agreement.

Section 5.

It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its

employees, and the Union agrees that they will not strike, slow down or cause a slow down or engage in any work stoppage or other job action during the term of this Agreement.

Any employee who violates the terms of this Section shall be subject to discharge.

Article 14. Jury Duty

Section 1.

Any employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid full pay with credit given to the Municipality for jury check.

Article 15. Rights of Visitation

Section 1.

The Business Agent or his representatives, or any officer of the Union, shall have the admission to the Employer's premises at any time during working hours for the purposes of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Superintendent of Public Works for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the operation of the Municipal offices or shops during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

Article 16. Wages

Section 1.

Effective and retroactive to January 1, 1981, each employee on the payroll as of this date, shall receive one thousand fifty dollars (\$1,050.00) wage increase.

Section 2.

In addition, the following employees shall receive, effective and retroactive to January 1, 1981, the following adjustment to their 1981 salary: A. Pierce forty-six dollars (\$46.00); A. Festa two hundred two dollars (\$202.00); J. Schwarz four hundred dollars (\$400.00); G. Flores three hundred eighty-two dollars (\$382.00); G. Goble four hundred dollars (\$400.00); E. Ludgrove four hundred dollars (\$400.00); E. Tryger four hundred dollars (\$400.00); P. Snell fourteen dollars (\$14.00); and E. Vandermark fourteen dollars (\$14.00).

Section 3.

The Contract shall be reopened for negotiations to establish salaries for the 1982 work year.

Article 17. Longevity

Section 1.

In addition to annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

YEARS OF SERVICE:

PERCENTAGE OF ANNUAL PAY:

After three (3) full years.

One percent (1%).

After six (6) full years.

Two percent (2%).

After nine (9) full years.

Three percent (3%).

After twelve (12) full years.

Four percent (4%).

After fifteen (15) full years.

Five percent (5%).

After eighteen (18) full years.

Six percent (6%).

After twenty-one (21) full years.

Seven percent (7%).

After twenty-four (24) full years.

Eight percent (8%).

Article 18. Defective Equipment

Section 1.

a. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employee refuses to operate such equipment unless such refusal is unjustified.

b. All equipment which is refused by an employee because it is not mechanically sound or properly equipped shall be appropriately tagged so that the tag is readily observable by other employees and the tag shall remain thereon until the Maintenance Department has remedied the complaint. The Maintenance Department shall remove the tag upon correction and the equipment shall there upon be available for use.

c. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions or work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

d. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

Section 2.

Employees shall immediately or at the end of their shifts, report all defects in the equipment to their immediate superior. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not make or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Mechanical Department and the tag has been removed.

Article 19. Medical, Surgical and Health Plans

The rights, privileges, and benefits for employees under health plans of the Township shall be that of the Blue Cross/Blue Shield Plan generally designated as 1420 and such rights, privileges and benefits shall continue for the duration of this Agreement. It is understood that the Township subscribed to the Blue Cross/Blue Shield benefits plan and continued subscription to same is considered a benefit under this Contract.

Article 20. Application of Seniority

Section 1.

Seniority shall prevail in all work assignments in each classification than are required, the more senior employees in this classification shall be assigned to perform the duties required and the less senior shall be assigned other duties.

Section 2.

Where an employee has no work to perform in his respective classification, he may be required to work in another classification and said assignment shall be on a seniority basis to that classification in which there is available work but that employee shall be paid the classification rate. At no time shall a man receive less than his classification rate.

Section 3.

When overtime is required or work is required on any premium day, such work shall be rotated among the qualified employees.

Section 4.

Regular Public Works employees shall first be offered regular and overtime work before nonemployees of the Public Works Department are offered such work. However, this shall not apply to independent contractors employed from time to time by the Public Works Department, and the Superintendent shall have freedom to make such assignments in his discretion.

Article 21. Safety Committee

Section 1.

All complaints regarding an employee's safety shall be handled through the grievance machinery.

Section 2.

No employee shall be required to operate unsafe equipment and further, the Employer shall not require an employee to operate any equipment that does not meet the safety requirement of the State of New Jersey.

Section 3.

Members of Fire and First Aid shall be allowed to respond to calls with no loss of earning, limited to Point Pleasant Borough, Point Pleasant Beach, Payhead, Mantaloking, and Bricktown.

Section 4.

There shall be at least two (2) men present, one (1) of whom may be the foreman or supervisor at any work or testing below ground surface.

Article 22. Management Rights

Section 1.

a. The Employer retains the right to manage and control its facilities and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

b. The Employer agrees to provide three (3) working days' notice to an employee and the Union if the employee is to be suspended without pay.

Section 2.

Nothing in this Article shall be interpreted to deprive any employee of rights guaranteed to him by federal or state law, and all the rights enumerated in this Agreement.

Section 3.

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such rights may be specifically modified by the terms of this Agreement.

Article 23. Applicable Laws

Section 1.

Nothing herein shall abrogate or in any way modify any of the rules and procedures of the New Jersey Civil Service Commission, then the provisions of this Agreement to that extent shall be null and void.

Section 2.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of federal, state, and local laws.

Article 24. Savings Clause

Section 1.

Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

Article 25. Term of Agreement

Section 1.

This Agreement shall become effective as of the first (1st) day of January 1981, and shall remain in full force and effect and will expire on the thirty-first (31st) day of December 1982.

Section 2.

The employees shall have the right to open negotiations between September 1, 1981 and December 31, 1981 for the negotiation of salaries only, such salaries, when ratified, to be effective January 1, 1982. Should there be a dispute as to salaries, the employees shall not cease work and all salary disputes, when settled, shall be retroactive to the agreed date between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these precedence to be signed by their duly authorized officers the day and year first above written.

ATTEST:

Margaret B. [Signature]

ATTEST:

BROUGH OF POINT PLEASANT

By

[Signature]

TEAMSTERS LOCAL UNION NO. 469

By

[Signature]