

5-0008  
14-00  
THIS BOOK DOES  
NOT CIRCULATE

LIBRARY  
Institute of Management and  
Labor Relations

DEC 19 1974

RUTGERS UNIVERSITY

THIS AGREEMENT, made this 28th day of January, 1974,

BY AND BETWEEN

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, a  
public corporation in the County of Morris and State of New Jersey,

hereinafter referred to as "EMPLOYER,"

AND

LOCAL 945 TEAMSTERS, Affiliated with INT'L. BRO. OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS OF  
AMERICA, with offices at 30 Andrews Drive, in the Borough of  
West Paterson, County of Passaic and State of New Jersey,

hereinafter referred to as "UNION,"

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to  
promote and improve the relations between the Employer, its employees and  
the Union, and to establish a basic understanding relative to wages, hours  
and working conditions,

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective  
bargaining representative for all hourly paid employees of the Employer but  
excluding office and clerical employees, salaried executives, plant guards,  
salaried supervisors, professional employees, and any other supervisory  
employees with authority to hire, promote, discharge, discipline, or  
otherwise effect changes in the status of employees or effectively recommend  
such action.

The Employer will recognize and deal with elected or appointed  
officers, Shop Stewards, and committees of the Union in administration of

of the terms of the agreement upon advice from the Union of their election or appointment.

#### ARTICLE II - MAINTENANCE OF MEMBERSHIP

(a) Any employee who, thirty (30) days after the signing of this Agreement, is a member of the Union in good standing and any employee who, thereafter becomes a member shall, as a condition of employment remain a member of the Union in good standing for the duration of this Agreement.

(b) Any employee who is a member of the Union may record his decision to withdraw from the Union by giving written notice by registered mail to both the Employer and the Union prior to the end of the thirty (30) day period provided in Paragraph (a), ARTICLE II, of the Agreement.

#### ARTICLE III - CHECK-OFF UNION DUES

The Employer agrees to deduct from the wages of each employee the Initiation Fee and Regular Monthly Union Dues of all members of the Union who individually certify that they authorize such deductions. The form and conditions of such authorization are contained in Appendix A.

Deductions authorized shall be forwarded to Local 945 Teamsters at its address.

The Employer will furnish a duplicate list of the employees from whom such deduction are made to the Union.

#### ARTICLE IV - MANAGEMENT RIGHTS

The management of the plant and the direction of the working force are exclusive functions of management. These functions shall include the right to hire, transfer, promote, demote and rehire employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay off or recall employees as required by decreases or increases in the

level of plant operations; to establish and enforce fair and equitable rules affecting employee conduct and safety; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the Employer; to study and introduce new or improved methods, facilities or procedures; and to impartially judge the skills, abilities and other qualifications of all employees.

It is understood that all of the foregoing rights are subject to the terms and conditions of this Agreement, and to the extent inconsistent therewith, are null and void.

#### ARTICLE V - STRIKES AND STOPPAGES

Since this Agreement provides for the orderly and amicable settlement of any grievances, dispute, or disagreement (1) arising out of the meaning or application of the terms of this Agreement, or (2) concerning wages or hours or working conditions, there shall be no resort to strikes, which include stoppages or slowdowns of work, for any reason by any employees or any lockout by the Employer of any employees. In view of the foregoing, the Union agrees that it will not authorize any strike during the life of this Agreement.

#### ARTICLE VI - GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance shall include any difference between the parties hereto or on the part of any individual employee concerning the interpretation, application or operation of this Agreement. The Union or the employee may, at any point, prior to seven days after having knowledge of the incident giving rise to the grievance, submit the grievance in writing, and a written grievance shall require a written answer at all steps of the grievance procedure.

All grievances and disputes in respect to the interpretation, application or operation of this Agreement shall be discharged and their

satisfactory settlement will be attempted, in accordance with the following procedure:

(a) An employee may present a grievance to his foreman either on his own behalf or through the shop steward. The foreman shall discuss the matter as presented and deal with it promptly to the extent of his authority. He shall render his decision within two (2) working days, unless it is mutually agreed that a longer time is required.

(b) If the answer of the foreman does not satisfactorily adjust the grievance, it shall be submitted to the Superintendent within five (5) working days from the time the foreman's answer is given. The Superintendent shall then discuss the matter with the steward and the aggrieved employee or employees, and such representative as the Union may provide, and shall render his decision within forty-eight (48) hours, unless it is mutually agreed that a longer time is required.

(c) If the decision of the Superintendent is unsatisfactory to the Union, it may file a grievance for arbitration within thirty (30) calendar days from receipt of the Employer's decision. If the Employer's decision has not been rendered by the end of the period specified in (c) above, the Union may then file the grievance for arbitration; such filing will not prevent the Employer from thereafter rendering its decision. Failure on the part of the Union to file its demand for arbitration within the thirty (30) day period shall constitute acceptance of the Employer's decision, unless its demand was filed prior to receipt of such decision pursuant to the second sentence of this paragraph.

(d) The Employer agrees to pay shop stewards, local Union officers and aggrieved employees for such time as they may lose from their regular shift in order to attend scheduled meetings on grievances with the Employer representatives, provided they are scheduled to work at such time and provided further that any time spent at such meetings shall not affect any right to overtime that they might have.

(e) In the event the Employer and the Union shall fail to agree upon a settlement of any grievance,

- (1) Arising out of the meaning or application of the terms of this Agreement, or
- (2) Concerning wages or hours or working conditions and not involving revision, renewal, or renegotiations of this Agreement,

within five (5) days after either party shall have notified the other party of its desire to arbitrate, the parties shall submit the matter to arbitration to the New Jersey State Board of Mediation or under the Industrial Arbitration Rules of the American Arbitration Association. The matter in dispute shall be heard by the arbitrator selected under the rules of the New Jersey State Board of Mediation or the American Arbitration Association and any decision and award shall be final and binding upon the parties hereto.

It is agreed that the arbitrator shall not have the power to add to, delete from, or modify any of the terms or provisions of this Agreement.

The expenses of the arbitrator shall be borne equally by the Employer and the Union.

(f) The Representative of the Union shall have access to the plant for the purposes of investigating specific grievances. He shall make an appointment in advance of such visits. The Representative shall, on arrival at the Plant, clear through the regular channels for receiving visitors.

## ARTICLE VII - DISCHARGE AND SUSPENSION

The Employer retains the right to discharge or suspend any employee. <sup>for just cause.</sup> Should any employee be suspended or discharged by the Employer, the said employee shall be permitted to contact his Union representative before leaving the plant. Any suspension may constitute a case under the method of adjusting grievances herein provided, including arbitration. When an employee has been discharged or suspended the Employer shall advise the Union, in writing, of the action which has been taken. Failure on the part of the Union to file a grievance on the discharge within seven (7) days from the date of notice shall constitute acceptance of the discharge or suspension.

In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge or suspension, the Employer shall reinstate the employee with such back pay as may be determined.

There shall be no pay awarded for any time in excess of one week which elapses between the receipt by the Union of the final decision of the Employer and the date of delivery of the Union's notice to the Employer of its desire to arbitrate the grievance. In this event, the Union must file the case with the Arbitration Association with a period of two (2) weeks. Saturdays, Sundays, holidays or vacation periods shall not be included in the time limitation set forth herein.

## ARTICLE VIII - VACATIONS

The following vacation schedule shall prevail:

- (a) After one (1) year of service - one (1) week
- (b) After two (2) years of service two (2) weeks

By mutual consent, a vacation may be postponed and taken at some subsequent period.

(c) The employer will give preference to senior employees scheduling vacation periods. In the event that a shutdown is contemplated in the plant or any department in the plant, vacations may run concurrently with the shut-down period. Each employee shall receive at least three months' notice of his vacation period, except that by mutual consent, employees may arrange their vacations at such longer periods as may be agreed upon.

(d) Each employee shall be entitled to a vacation, but by mutual consent an employee may agree to stay on the job during his vacation period. Such employees will be paid for vacation pay in addition to their regular rate of pay.

(e) Employees entitled to vacations who are absent at the time assigned for vacation period because of sickness or injury shall receive their vacation pay upon application to the Superintendent.

(f) Any employee leaving for military service shall receive his full vacation pay, as though he had completed the current calendar year of employment.

(g) After the death of any employee entitled to receive vacation pay, payment thereof shall be made in the same manner as any wages due at the time of death.

(h) Any employee who returns to work after services in the armed forces, or is out of work because of disability on workmen's compensation, shall be entitled to have all such periods counted as full periods of employment for the calculation of vacation pay.

ARTICLE IX - HOLIDAYS

The following eleven (11) days shall be paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The Employer agrees to pay double time and one-half for all work done on these paid holidays.

Shifts for which double time and one-half shall be paid are the shifts beginning on the holiday.

When any of the aforementioned holidays falls on a Sunday, the following Monday shall be considered the holiday, for which double time and one-half will be paid, if worked.

Eligible employees shall receive compensation for the above holidays, although not worked for eight (8) hours at their regular rate of pay.

In order to be eligible for pay for a holiday not worked, an employee must work his regularly scheduled hours on both the day before and the day after such holiday, unless evidence of the following is presented:

Doctor's certificate to show that the employee was not able to work by reason of illness; evidence of birth, death or marriage in the employee's immediate family; absence excused by foreman prior to the holiday.



Except in cases of emergency, employees who are not normally scheduled to work on a day herein described as a holiday will be notified one (1) week prior to the holiday in the event that it is necessary for them to work on that day.

The Employer shall provide eight (8) hours of work for all employees who are scheduled to work on any of the above-named holidays.

If any employee does not work the full shift on a holiday through his own choice, then he shall be paid only at the rate of double time and one-half for the actual time worked on the holiday.

Any employee called in to do emergency work on any of the aforementioned holidays shall be paid eight (8) hours at double time and one-half if they are required by the Employer to work less than eight (8) hours.

#### ARTICLE X - HOURS AND OVERTIME

The Employer agrees to continue its present policy of a basic eight (8) hour day and a basic forty (40) hour week, provided that the foregoing shall not constitute a guarantee of hours or days of work. All time worked in excess of forty (40) hours in any one week shall be paid for at the rate of time and one-half.

Any employee called in to work outside his regular shift resulting in his inability to report for work on his regular shift the following day, will be credited with a day of work for the purpose of figuring overtime for the week.

Employees who are called in to work outside their regular shift shall be paid for such work outside their regular shift at the rate of time and one-half (double time if on seventh day worked in any work week) minimum of four (4) hours straight time pay.

Employees called in to work before regular starting time will be permitted to work their regular full shift.

Time and a half shall be paid for work performed on the sixth day worked in any work week, or on Saturday when an employee has not been unjustifiably absent during the preceding work week, or on Saturday when an employee has not been unjustifiably absent during the preceding work week for any reason.

Time and a half shall be paid for Sunday, subject to the provisions herein stated concerning absences. During the third year of this agreement, that is, on and after the second anniversary date of this agreement, double time shall be paid for Sunday.

If, in the sole judgment of the Employer, it becomes necessary to fill in for an absent employee on an overtime basis, the order of priority for such assignment shall be:

- (1) Offered to the employee with the least number of overtime hours worked on the off-going and on-coming shifts in the same classification.
- (2) Offered to the employee on a scheduled day off in the same classification.
- (3) Assignment from among employees in the same classification on off-going and on-coming shifts in inverse order of seniority.

#### ARTICLE XI - LEAVES OF ABSENCE

Leaves of absence shall not be unreasonably refused by the Employer to any employee who has been continuously employed by the Employer for more than one (1) year. Such leaves of absence shall not exceed thirty (30) days but may be renewed for good reason.

No leave of absence shall be granted to any employee for the purpose of working in the employ of any other Employer.

#### ARTICLE XII - DEATH IN THE IMMEDIATE FAMILY

An employee shall be granted a leave of absence for time reasonably needed in connection with the death and the funeral of a member of his or her immediate family, with pay, under the following conditions:

- (1) A member of the employee's immediate family is defined as father, mother, father-in-law, mother-in-law, husband, wife, brother, sister, son, daughter.
- (2) Such leave shall be limited to three (3) work days on which he is scheduled (twenty-four (24) hours in all), the last day of which shall be the day of the funeral, unless religious observance requires absence after the funeral.

(3) Such leave, not to exceed three (3) work days on which he is scheduled, shall be granted without loss of pay up to a maximum of eight (8) hours straight-time-base-rate-pay for each of such leaves.

(4) Payments made for such leave, not to exceed three (3) work days on which he is scheduled, shall be counted and included in computing overtime or premium pay.

#### ARTICLE XIII - WAGES

For each year of this Agreement the employees shall receive a general wage increase in all classifications at the rate of Twenty Cents (20¢) per hour, in accordance with Appendix B, attached hereto, and more specifically set forth as follows:

(a) From and after October 1, 1973, employees shall receive Twenty Cents (20¢) in addition to the then current hourly rates of pay.

(b) From and after October 1, 1974, employees shall receive Twenty Cents (20¢) in addition to the then current hourly rates of pay.

(c) From and after October 1, 1975, employees shall receive Twenty Cents (20¢) in addition to the then current hourly rates of pay.

#### ARTICLE XIV - MISCELLANEOUS

##### Supervisory Employees:

Supervisory employees will not perform jobs within any of the functions of employees in the bargaining unit, with the following exceptions:

1. In case of emergency to save or protect equipment or to prevent waste materials.
2. For the purpose of temporarily relieving an employee where no bargaining unit employee is available.
3. For the purpose of training or instruction.

4. In the absence of regular employees when no other qualified employees are available.
5. For research and development work which does not displace a bargaining unit employee.

Lunch Periods:

Employees shall be given a thirty (30) minute lunch period without pay.

Break Periods:

Employees will be assigned one ten (10) minute break period in the first half of their shift and one ten (10) minute break period in the second half of their shift.

Overtime Notice:

The Employer agrees to give twenty-four (24) hours notice for scheduled overtime work to be performed on Saturdays, Sundays and holidays to all workers where such days are not usual days of work. The provisions of this section do not apply to emergency overtime work.

Furlough Notice:

Employees will be notified of an impending furlough two (2) working days before the furlough becomes effective.

Jury Duty:

If an employee actually loses work because he is required to serve on any jury, he will be reimbursed at his applicable base hourly rate for the time lost (not in excess of eight (8) hours in any day), less the jury fee received by him with respect to such lost days as evidenced by a certificate of the Clerk of Court. The hours for which such payment is made shall be considered as hours worked for the purpose of determining overtime or premium pay.

#### ARTICLE XV - INSURANCE

The Employer agrees to continue to bear the cost of the presently existing life insurance, accidental death and dismemberment coverage, hospital and surgical coverage.

The benefits referred to in this Article as well as the Major Medical coverage shall not be changed during the life of this Agreement.

#### ARTICLE XVI - PENSIONS

The Employer agrees to maintain existing pension plan coverage with respect to each eligible employee.

#### ARTICLE XVII - CHANGES AND AMENDMENTS

It is understood and agreed that any changes or amendments which would add to, alter or modify the terms of this Agreement will be reduced to writing and signed by both parties, providing agreement has been reached.

#### ARTICLE XVIII - TERM OF AGREEMENT

This Agreement shall be in full force and effect from October 1, 1973, and shall continue in full force and effect until 12:00 P.M. midnight, October 1, 1976, and thereafter for successive one (1) year periods unless one of the parties hereto, on or before the 60th day preceding any anniversary date, shall notify the other party hereto in writing of its desire to modify or terminate same.

IN WITNESS WHEREOF, said Employer has caused these presents to be signed by its Chairman, and the Chairman of its Personnel Committee, and attested by its Secretary, and has caused its official seal to be affixed hereto, and said Union has caused its corporate seal to be affixed and attested by its Secretary, and these presents to be signed by its President the day and date first above written.

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

BY: William H. Francisco, Jr.  
William H. Francisco, Jr., Chairman

ATTEST:

Chester F. Ritzer  
Chester F. Ritzer, Secretary

(SEAL)

Edward H. Horan  
Edward H. Horan, Chairman,  
Personnel Committee

LOCAL 945 TEAMSTERS

BY: Joseph Campisano, Jr.  
Joseph Campisano, Jr., President

ATTEST:

Paul  
Secretary

(SEAL)

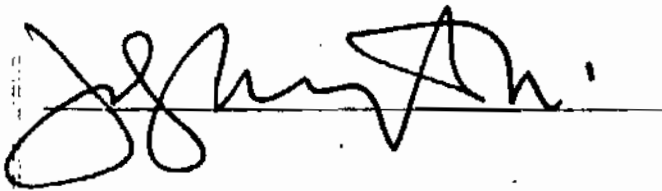
STATE OF NEW JERSEY            )  
                                          ): SS.:  
COUNTY OF MORRIS            )

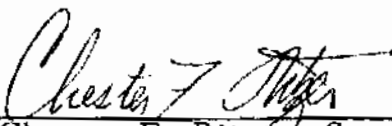
BE IT REMEMBERED, that on this 11<sup>th</sup> day of Jan, 1974,

Before me, the subscriber, a

personally appeared Chester F. Ritzer who, being by me duly sworn, on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of the Rockaway Valley Regional Sewerage Authority, the Corporation named in the within Instrument; that William H. Francisco, Jr. is the Chairman of said Corporation and Edward R. Horan is the Chairman of the Personnel Committee of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Rockaway Valley Regional Sewerage Authority; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was there to affixed and said Instrument signed and delivered by said Chairmen as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before  
me the date aforesaid.



  
\_\_\_\_\_  
Chester F. Ritzer, Secretary



STATE OF NEW JERSEY )  
 )  
COUNTY OF PASSAIC )

BE IT REMEMBERED, that on this 28<sup>th</sup> day of January, 1974,

Before me, the subscriber, a

personally appeared *Vito Casillo* who, being by  
me duly sworn on his oath, deposes and makes proof to my satisfaction that  
he is the Secretary of Local 945 Teamsters, the Corporation named in the  
within Instrument; that Joseph Campisano is the President of said  
Corporation; that the execution, as well as the making of this Instrument has  
been duly authorized by a proper resolution of the Board of Directors of said  
Corporation; and that the seal affixed to said Instrument is the proper  
corporate seal and was thereto affixed and said Instrument signed and  
delivered by said President as and for the voluntary act and deed of  
said Corporation, in the presence of deponent, who thereupon subscribed his  
name thereto as attesting witness.

Sworn and subscribed to before  
me the date aforesaid.

  
Secretary

  
JOSEPH I. RAMOS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 3, 1977

APPENDIX A

I hereby accept membership in Local 945 TEAMSTERS and of my own free will hereby authorize any of its representatives to act for me as a collective bargaining agency in all matters pertaining to rates of pay, hours of employment and all other conditions of employment.

I further assign to and authorize my Union to have my Initiation Fee and my monthly Union Dues deducted from my wages by my Employer each and every month and pay same over to Local 945 TEAMSTERS each month and I further hereby authorize and direct my Employer to deduct from my wages my Initiation Fee and my monthly Union Dues and pay same over to my Union Local 945 TEAMSTERS each month.

Date: ..... Signed: .....

Clock No. .... Address: .....

Dept. ....



Plant: .....

I hereby accept membership in Local 945 TEAMSTERS and of my own free will hereby authorize any of its representatives to act for me as a collective bargaining agency in all matters pertaining to rates of pay, hours of employment and all other conditions of employment.

I further assign to and authorize my Union to have my Initiation Fee and my monthly Union Dues deducted from my wages by my Employer each and every month and pay same over to Local 945 TEAMSTERS each month and I further hereby authorize and direct my Employer to deduct from my wages my Initiation Fee and my monthly Union Dues and pay same over to my Union Local 945 TEAMSTERS each month.

Date: ..... Signed: .....

Clock No. .... Address: .....

Dept. ....



Plant: .....

APPENDIX B

WAGE SCHEDULE

<u>Classification</u>	<u>October 1, 1973</u>	<u>October 1, 1974</u>	<u>October 1, 1975</u>
Senior Repairman	\$ 4.85	\$ 5.05	\$ 5.25
Repairman-Equipment Operator	4.55	4.75	4.95
Process Operator	4.05	4.25	4.45
Process Helper	3.88	4.08	4.28
Laborer-Driver	3.73	3.93	4.13
Laborer	3.58	3.78	3.98
Trainee	3.45	3.65	3.85

5-0008  
14-00

ADDENDUM TO AGREEMENT BETWEEN  
ROCKAWAY VALLEY REGIONAL SEWERAGE  
AUTHORITY AND LOCAL 945 TEAMSTERS  
DATED JANUARY 28, 1974.

WHEREAS, the parties hereto have entered into an Agreement  
dated January 28, 1974, and

WHEREAS, the parties desire to make alterations and additions to  
said Agreement,

NOW, THEREFORE, the parties hereto mutually agree as follows:

(1) ARTICLE IX - HOLIDAYS shall be amended to read as  
follows:

- |                       |                     |
|-----------------------|---------------------|
| New Year's Day        | Labor Day           |
| Washington's Birthday | Columbus Day        |
| Good Friday           | Election Day        |
| Memorial Day          | Thanksgiving Day    |
| Independence Day      | Christmas Day       |
|                       | Employee's Birthday |

(2) ARTICLE XIII - WAGES shall be amended to include the  
following new section:

(d) A shift differential of Twenty Cents (20¢) per hour  
shall be paid to employees who work on a scheduled afternoon shift and a  
shift differential of Thirty Cents (30¢) per hour shall be paid to all employees  
who work on a scheduled midnight shift.

(3) ARTICLE XIV - MISCELLANEOUS shall be amended to  
include the following new section :

Sick Leave


Each full-time employee shall be entitled to not more than four (4) days paid sick leave in each twelve (12) month period beginning October 1, 1973. The pay for each day of sick leave shall be calculated at eight (8) times the hourly wage rate in effect for said employee at the time the sick day is taken.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, and caused these presents to be signed and attested by their proper corporate officers and their corporate seal to be affixed hereto, the

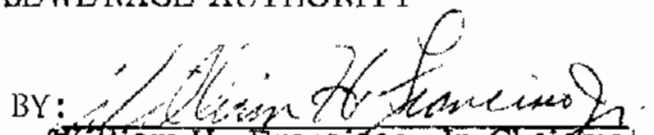
19th day of April, 1974.


ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

ATTEST:

  
\_\_\_\_\_  
Chester F. Ritzel, Secretary

(SEAL)

BY:   
\_\_\_\_\_  
William H. Francisco, Jr. Chairman


  
\_\_\_\_\_  
Edward R. Horan, Chairman,  
Personnel Committee

LOCAL 945 TEAMSTERS

ATTEST:

  
\_\_\_\_\_  
Vito Cariello, Secretary

(SEAL)

BY:   
\_\_\_\_\_  
Joseph Campisano, President

State of New Jersey,

County of PASSAIC

} ss.:

We it Remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ 19 74 , before me, the subscriber,

personally appeared Vito Cariello

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Local 945 Teamsters the Corporation named in the within Instrument;

that Joseph Campisano is the President ~~President~~ of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid. April 5<sup>th</sup> 1974

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires May 3, 1977

*[Signature]*  
Vito Cariello, Secretary

State of New Jersey.

County of MORRIS

} ss.:

Be it Remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ 1974, before me, the subscriber,

personally appeared Chester F. Ritzer

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of the Rockaway Valley Regional Sewerage Authority, the Corporation named in the within Instrument;

that \_\_\_\_\_ is the Chairman of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation, that deponent well knows the corporate seal of said Corporation, and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Chairman \_\_\_\_\_ and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid. }

----- Chester F. Ritzer, Secretary -----