

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MARLBOROUGH

AND

LOCAL 1303-433 OF COUNCIL 4

AFSCME, AFL-CIO

JULY 1, 2021 THROUGH

JUNE 30, 2025

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ARTICLE 1
PREAMBLE

Section 1.1

This Agreement is made and entered into between the Town of Marlborough, hereinafter referred to as the "Town" and Local 1303-433 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2
RECOGNITION

Section 2.1

The Town hereby recognizes the Union as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other conditions of employment for all non-supervisory employees working twenty-five (25) hours or more a week, and excluding the Administrative Assistant to the First Selectman.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1

The Town and the Union agree not to discriminate against or harass any individual with respect to hiring, termination, compensation, or other terms or conditions of employment because of such individuals' race, color, religion, sex, national origin, veteran status, physical or mental disability, marital status, age or sexual orientation, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individuals' race, color, religion, sex, national origin, veteran status, physical or mental disability, marital status, age or sexual orientation in accordance with applicable federal and/or State laws. Nothing herein shall prevent the Town from considering any of the foregoing characteristics if such characteristic constitutes a bona fide occupational qualification. Any alleged violation of this Article shall not be subject to the grievance procedure.

ARTICLE 4
UNION SECURITY AND CHECK OFF

Section 4.1

Upon receipt of a voluntarily signed authorization form from the employee involved, the Town agrees to deduct from the employee's pay each pay period, such dues as determined by the Union.

Section 4.2

Upon receipt of individual written authorization from an employee, the Town agrees to deduct an amount equal to Union membership dues by means of payroll deductions.

The monthly remittance of dues shall be remitted to the financial officer of the Union accompanied by a list of names of employees from whose wages dues deductions have been made.

Section 4.3

The Union agrees to indemnify and hold the Town and its agents harmless from any claims, demands, suits or judgments, including attorney's fees, which may arise because of the implementation of this Article.

ARTICLE 5 **UNION RIGHTS**

Section 5.1

The Town shall provide space for a Union bulletin board for the posting of official notices pertaining to Union business. The Union shall be responsible for seeing that posted matters involve only Union affairs, are business-like, and contain no material disparaging the Town or any official or employee of any Town or citizens served by the Town.

Section 5.2

The Town recognizes the right of the Union to elect a President and an Alternate. The Union agrees to inform the Town immediately of any changes in the President or Alternate.

The President shall serve as the representative of the Union on the job.

The President may attend to limited Union activities such as adjusting grievances during work hours as reasonably necessary, as long as his absence from the job for such periods of time does not unreasonably interfere with the business of the Town and are performed as infrequently as possible. The President will have the authority to resolve day-to-day issues with the Town, consistent with the Agreement. The alternate may engage in the above activities only when the President is unavailable. The President shall have top ranking seniority within his or her job classification, for the purpose of lay-off only (during the term of the employee's office) irrespective of actual length of service. The President shall notify his/her supervisor a minimum of forty-eight (48) hours in advance of such activities and the time frame for completing them, and his/her failure to provide such forty-eight (48) hours' notice shall be grounds for disciplinary action, except where justified by extraordinary circumstances. When forty-eight (48) hours' notice is not possible due to the urgency of the issue in question, the President will provide as much notice as possible.

Section 5.3

Employees may request time off for Union activities (such as organizing and attending Union workshops) with seventy-two (72) hours' minimum prior notice whenever reasonably possible. Such time off shall be permitted by the Town if the time off does not unreasonably interfere with the business needs of the Town. An aggregate maximum of five (5) days may be taken off by all bargaining unit employees combined in any given year pursuant to this Section. If the Union is not paying the employee's wages for the day and the employee wishes to be paid for time-off pursuant to this section, such time off may be taken only if the employee has remaining accrued but unused vacation or personal or compensatory time from which the time off shall be deducted. The Town may require written verification for time off for Union activities pursuant to this section.

Section 5.4

The Union may hold meetings with bargaining unit members in an appropriate Town facility whenever necessary, providing such meetings occur before or after the participating employees' scheduled working hours, or during participating employees' break time, and do not otherwise interfere with the Town's business. The Union shall give the First Selectman's office reasonable notice of such meetings.

Section 5.5

In order to provide a means for facilitating communications between the parties and for promoting a climate of constructive labor-management relations, a labor-management committee shall be established which shall consist of the First Selectman, or his/her designee, and one (1) employee designated by the bargaining unit.

A meeting will be held as mutually agreed to by the parties at a time and place to be determined by the committee.

The designated bargaining unit representative shall be compensated for attendance at committee meetings at his or her regular hourly rate.

ARTICLE 6 **MANAGEMENT RIGHTS**

Section 6.1

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it; and it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Town and direction of the working force.

Section 6.2

The First Selectman and/or the employee's immediate supervisor shall, on an annual basis, prepare a written evaluation of the performance of each member of the bargaining unit and shall inform each employee of the goals to be achieved and the time frame for achievement. The evaluation shall be placed in the employee's personnel file. Each employee shall have the opportunity to prepare a written response to the evaluation, and any such response shall be added to the employee's personnel file. Such evaluations shall be prepared on a standardized form.

**ARTICLE 7
CHANGE IN JOBS**

Section 7.1

If the Town makes substantial changes in an existing job or creates a new job with different skills and responsibilities from those set forth in the contract, e.g., where the needs of the Town or the use of new equipment or operations causes a significant change in the job that lasts for more than three (3) months, then the rate of pay for the new job shall be temporarily set by the Town until the parties can negotiate a rate. The rate shall bear a proper relationship to the rate of pay of other jobs covered by this Agreement. If the parties cannot agree to a rate, the parties will submit the issue of setting the rate to arbitration.

**ARTICLE 8
CLASSIFICATION OF EMPLOYEES**

Section 8.1

Full-time employees are those employees whose schedule consists of at least thirty-five (35) hours per week.

Part-time employees are those employees whose schedule consists of at least twenty-five (25) and fewer than thirty-five (35) hours per week.

Part-time employees shall be eligible for and receive paid vacation and sick time on a pro-rata basis, as set forth in Articles 14 and 15.

Part-time employees who are regularly scheduled to work thirty (30) hours per week or more shall be eligible for Town sponsored medical and dental insurance benefits for individuals only on the same basis as regular full-time employees.

**ARTICLE 9
HOURS OF WORK**

Section 9.1

The scheduled hours of work for bargaining unit employees are attached at Appendix A.

It is within the Town's discretion to change work hours at any time for any legitimate purpose consistent with the business needs of the Town.

Section 9.2

Full-time employees shall be entitled to two (2) fifteen (15) minute paid breaks, one (1) in the morning and one (1) during the afternoon, subject to the needs of the Town.

Section 9.3

The breaks set forth in Sections 9.2 and Appendix A may not be taken back-to-back, may not be taken immediately before or immediately after the employee's lunch or dinner break, and may not be taken at the commencement or end of the day.

ARTICLE 10
OVERTIME

Section 10.1

The Town shall have the right to require overtime work in a manner most advantageous to the Town. Every effort shall be made to keep overtime at a minimum, consistent with the demands of public service.

Section 10.2 - Overtime Compensation

Hourly non-exempt employees shall be compensated at the overtime rate of time and one-half (1½) their normal hourly rate for hours worked in excess of forty (40) hours per week. However, the Town shall pay hourly non-exempt employees double time for any work on Sundays or observed (as opposed to actual) holidays. Unless Saturday is an employee's regularly scheduled work day, any work performed on Saturdays shall be paid at the time and one-half (1½) rate.

All overtime must have the prior approval of the employees' supervisor.

ARTICLE 11
PAYROLL PERIOD

Section 11.1

The work week shall run from Sunday at 12:01 a.m., through midnight the next Saturday. The payroll period shall run from Sunday at 12:01 a.m. through midnight Saturday of the second week. Employees will be paid on a biweekly basis. When the regular payday occurs on a holiday or any day celebrated as such, the Town shall pay the employees on the regular workday immediately preceding or immediately following the holiday.

Section 11.2

All employees shall be paid by direct deposit. Accordingly, all current and future employees shall complete the necessary documentation requested by the Town in order for the Town to pay the employee via direct deposit.

Section 11.3

For purposes of earning or accruing paid time off, a “day” shall be calculated in accordance with the employee’s normal work schedule, as follows: One “day” shall be equivalent to the total number of hours comprising the employee’s work schedule in a normal work week, divided by five (5). This daily accrual shall be multiplied by the applicable earned benefit, and the total rounded to the nearest half hour.

**ARTICLE 12
PROBATIONARY PERIOD**

Section 12.1

No employee shall attain regular status or seniority rights under this Agreement until he/she has been employed continuously by the Town for a period of one hundred eighty (180) calendar days. During such period, he/she will be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever or no reason, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to his/her original hire date. The probationary period for an employee may be extended by mutual agreement between the Town and the Union, which agreement shall not be unreasonably withheld.

**ARTICLE 13
HOLIDAYS**

Section 13.1

The following are the official holiday for all employees:

- | | |
|-------------------------------|-------------------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| President’s Day | Columbus Day |
| Good Friday | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday following Thanksgiving |
| Labor Day | Christmas Day |

One-half (½) day on Christmas Eve, when it falls on Monday through Thursday.

One-half (½) day on New Year's Eve, when it falls on Monday through Thursday.

There shall be one (1) floating holiday, which may be divided into two (2) one-half (½) days, the date(s) of which shall be determined by the Board of Selectmen each year.

Section 13.2 - Holiday Falling on Weekends

In all cases, when a holiday falls on a Saturday, the holiday will be observed on Friday. When a holiday falls on a Sunday, the holiday will be observed on Monday.

Section 13.3 - Day Off Preceding/Following a Holiday

If an employee takes a day off preceding or following a holiday, unless scheduled as a vacation, personal day, or approved sick day, he will not get paid for the holiday. The Town may require medical certification for illness the day before, or the day after a holiday, in order to qualify for holiday pay.

Section 13.4 - Holiday While on Sick Leave/Vacation

When a holiday occurs during an employee's regular vacation, or paid sick leave, said holiday shall not be charged against the employee's earned vacation time or sick leave, but charged as a holiday.

Section 13.5 - Holiday Pay

Holiday pay shall be paid according to the hours an employee is normally scheduled to work on such holiday.

If any of the holidays set forth in Section 13.1 falls on a part-time employee's normally scheduled workday, he/she will be paid for the number of hours he/she was scheduled to work on that day. Part-time employees will not receive holiday pay for holidays which fall on days on which they were not normally scheduled to work.

ARTICLE 14
SICK LEAVE

Section 14.1

Sick leave is only available for the following reasons: (i) to recover from a personal illness or injury that would interfere with the employee's ability to perform his/her work or would endanger the health or safety of other at the workplace, (ii) to receive treatment for a personal injury or illness when the treatment cannot be received during off-duty hours, and (iii) up to a maximum of forty (40) hours per occurrence, to care for a member of the employees immediate family, which is defined as a parent, spouse, son or daughter, who requires personal attention. 'Parent' means a biological parent or an individual who stands or stood in the role of a parent to an employee.

Section 14.2 - Reimbursement/Accumulated Sick Leave

Each full-time regular employee shall be eligible to accrue after the first three (3) months of the probationary period, fifteen (15) sick days per year from the date of hire. Sick time shall be accrued on a monthly basis. Sick time may be taken in one-quarter (.25) hour increments with prior approval of the First Selectman or his/her designee (verified in writing).

For purposes of this section, a "day" shall consist of the average number of hours worked by the employee each week in the preceding six (6) month period, divided by five (5).

Each part-time regular employee shall be eligible to accrue after the first three (3) months of the probationary period, ten (10) sick days per year from the date of hire. Sick time shall be accrued monthly. Sick time may be taken in one-quarter (.25) hour increments with prior approval of the First Selectman or his/her designee (verified in writing).

- a. All unused sick leave of any full-time, regular employee in the bargaining unit on the effective date of this Contract may, during continuous employment, accrue up to a maximum of sixty-three (63) days of sick leave. Part-time employees may not accrue sick leave from year to year. The maximum number of sick days that may be accrued shall be sixty-three (63) for all regular full-time employees.
- b. No credit toward accrued sick leave shall be granted for time worked in excess of the employee's normal workweek.
- c. Sick leave shall continue to accrue for full-time regular employees during authorized leaves of absence with pay.
- d. On the first pay cycle of the new contract year, regular full-time employees hired in a bargaining unit position covered by this Agreement prior to July 1, 2014 shall be paid one hundred percent (100%) of all accrued and unused sick time during the prior contract year above the allowable maximum of sixty-three (63) days.

On the first pay cycle of the new contract year, regular part-time employees hired in a bargaining unit position covered by this Agreement prior to July 1, 2014 shall be paid fifty percent (50%) of all accrued unused sick time earned during the prior contract year.

Such payments shall be at the rate of pay in effect when the sick leave was earned.

Bargaining unit employees hired in a bargaining unit position covered by this Agreement on or after July 1, 2014 shall not be eligible for a payout over the maximum amount set forth above.

- e. In addition, in the event of a layoff, retirement, voluntary quit with two weeks' notice or death, a regular full-time employee hired in a bargaining unit position

covered by this Agreement prior to July 1, 2014 shall be entitled to one hundred percent (100%) payment of his/her unused accumulated sick leave; Full-time employees hired in a bargaining unit position covered by this Agreement on or after July 1, 2014 shall be entitled to fifty percent (50%) payment of accrued and unused sick leave.

- f. Regular full-time employees hired after the effective date of this contract shall be eligible to receive no more than fifty percent (50%) of the sick leave benefits, including the sick leave payout benefit, payable to employees on the payroll as of the effective date of this contract. Regular part-time employees hired after the effective date of this agreement shall be eligible to receive no more than fifty percent (50%) of the sick leave benefit payable to those regular part-time employees on the payroll as of the effective date of this agreement.
- g. Any employee out of work due to illness or injury for three (3) or more consecutive working days must present to his/her supervisor a note from the physician who treated the employee for the illness that caused the absence stating the nature of the illness or injury and the employee's fitness to return to work.

Additionally, an employee who exhibits either an abuse of sick leave or a pattern of absenteeism (as defined below) may be required to submit a note from the physician treating the employee for the illness causing the absence stating the nature of the illness or injury and the employee's fitness to return to work. Failure to provide such a note or an incomplete note may be the basis for discipline or other appropriate action.

Further, a pattern of absenteeism or abuse of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as repeated:

- (a) absences prior to or after weekends (or prior to or after the employee's regularly scheduled last day of work during a calendar week);
- (b) absences prior to or after scheduled days off;
- (c) absences prior to or after holidays;
- (d) the use of sick time intermittently in conjunction with other forms of paid time off;
- (e) absences on the same day every week or month; and
- (f) consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an

employee provides the Town with a note in advance of anticipated medical or dental treatment, such absence shall not counted).

In order for an absence due to sickness to be excused and counted as sick leave, the employee must notify the employee's immediate supervisor of his/her illness or injury within thirty (30) minutes of the normal starting time for work, except where emergency circumstances prevent such notification.

- h. Employees will receive four (4) hours of vacation time for every three months, on a quarterly basis, that they use less than eight (8) hours of sick time.

The Town's fiscal quarters are as follows:

First Quarter: July 1st – September 30th

Second Quarter: October 1st – December 31st

Third Quarter: January 1st – March 31st

Fourth Quarter: April 1st – June 30th

- i. For purposes of administering sick time, when an employee takes one or more full days as sick time, he/she will be charged the number of hours that she/he was normally scheduled to work that day.
- j. An employee terminated for serious misconduct, as defined in Section 23.1, shall be disqualified from receiving payment for accrued unused sick leave.

Section 14.3 - Family and Medical Leave

The Town shall follow applicable provisions of the federal and state Family and Medical Leave Act. Any employee eligible to take FMLA leave shall be required to use any accrued paid leave before taking any unpaid medical leave. While an employee is on approved FMLA leave, the Town shall continue to pay its share of the employee's health care premiums as if the employee were working, providing that the employee shall continue to make his/her health care premium contribution, and further provided that if the employee chooses not to return to work following FMLA leave, the employee may be required to reimburse the Town for health care premiums paid by the Town during any period of FMLA leave taken without compensation.

An alleged violation of the FMLA shall not be subject to arbitration under the grievance and arbitration procedure.

ARTICLE 15
VACATION LEAVE

Section 15.1

Full-time employees hired prior to July 1, 2018 are entitled to earn vacation benefits according to the following schedule: Employees shall be eligible for the vacation benefits set forth herein beginning on their first anniversary date following execution of this Agreement. The “anniversary date” is the anniversary of the employee’s commencement of employment as a full-time employee.

<u>Years Of Full-Time Service In A Bargaining Unit Position</u>	<u>Days of Vacation</u>
Less than 1 year	0
Start of 2 nd through 5 years	10 days
Start of 6 th thorough 10 years	15 days
Start of 11 th through 15 years	20 days
Start of 16 th and over	21 days, and then 1 day per year up to a maximum of 25 days

Full-time employees hired for a bargaining unit position covered by this Agreement on or after July 1, 2018, are entitled to vacation benefits according to the following schedule:

<u>Years Of Full-Time Service In A Bargaining Unit Position</u>	<u>Days of Vacation</u>
Less than 1 of service	0
1 st year anniversary through 5 th year anniversary	10 days
6 th year anniversary through 10 th year anniversary	15 days
11 th year anniversary and any subsequent anniversary dates	20 days

Vacation must be taken in not less than one (1) hour increments.

Part-time employees are entitled to vacation benefits according to the following schedule. Employees shall be eligible for the vacation benefits set forth herein beginning on their first anniversary date following execution of this Agreement.

<u>Years Of Part-Time Service In A Bargaining Unit Position</u>	<u>Days of Vacation</u>
Less than 1	0
Start of 2 nd through 5 years	8 days
Start of 6 th thorough 10 years	11 days
Start of 11 th through 15 years	15 days
Start of 16 th year and over	16 days, and then $\frac{3}{4}$ days per year up to

19 days

An "hourly" format shall be used to track vacation time. Employees may use vacation time in increments of not less than one (1) hour, unless the period of vacation time constitutes a full work day, in which case the one (1) hour increment shall not apply.

For purposes of administering vacation time, an employee will be charged for vacation time in accordance with the number of hours that he/she was normally scheduled to work that day.

Section 15.2 - Vacation Rules

- a. Employees should attempt to use vacation time within the twelve (12) month period following his/her anniversary date. Its use must be requested by the employee and approved in writing by the First Selectman or his/her designee. Pay will not be granted in lieu of vacation time.
- b. An employee may request, in writing, to the First Selectman to carry over, a maximum of one-half ($\frac{1}{2}$) of the employee's earned vacation days from one year to the following year only. Such request must be submitted prior to the employee's anniversary date. It shall be at the sole discretion of the First Selectman whether to approve the request (the First Selectman may also, at her discretion, partially approve the request).

Any unused vacation leave not approved by the First Selectman as a carry-over from one year to the next (as set forth above) shall be forfeited. If a carryover is approved, the employee must use the carried over days within sixty (60) days of his/her anniversary date, provided, such time frame for use may be extended to a subsequent date by written agreement between the First Selectman and the employee.

- c. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing business needs of the Town, taking into consideration the work responsibilities of the employee, as determined by the First Selectman or his/her designee.
- d. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) days and the employee submits a note from the treating physician who cared for the employee during such illness documenting the duration of the illness, with the First Selectman or his/her designee.
- e. Employees in good standing shall be paid at one hundred percent (100%) of their earned unused vacation time, upon being laid-off, retiring or quitting with two (2) weeks' notice of termination. Under such circumstances, vacation days granted on the employee's anniversary date in his/her last year of employment shall be prorated for purposes of such payout.

Such payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution. Employees shall not be eligible for such payout if the employee is terminated (or resigns in lieu of termination) for serious misconduct including but not limited to: carrying weapons, proven recklessness resulting in a serious accident, deliberately damaging Town equipment or property, deliberately falsifying Town records or stealing.

- f. Any and all time off with pay, including vacation time, must be requested in advance with a "Time Off Request Form," which must be approved by the First Selectman or his/her designee. Vacation should be requested in accordance with the following:
- Requests for use of more than five (5) vacation days must be requested at least two (2) weeks prior to the first day of the requested use of vacation leave;
 - Requests for use of five (5) vacation days must be requested at least one (1) week prior to the first day of the requested use of vacation leave;
 - Requests for use of three (3) or four (4) vacation days must be requested at least seventy-two (72) hours prior to the first day of the requested vacation use of vacation leave;
 - Requests for use of one (1) or two (2) vacation days must be requested at least twenty-four (24) hours prior to the requested use of vacation leave.

The timeframes set forth under Section f. may be waived at the discretion of the First Selectman or his/her designee. A denial of such a waiver shall not be subject to the grievance procedure.

ARTICLE 16

PERSONAL DAYS

Section 16.1

After one (1) full year of continuous full-time employment, full-time employees shall be entitled to four (4) days paid personal leave annually. Personal days shall be awarded on the employee's anniversary date. Employees are required to give their supervisor at least twenty-four (24) hours' notice prior to taking a personal day, except in an emergency. Personal time may be taken in increments of no less than one-quarter ($\frac{1}{4}$) hour.

Personal days shall not accumulate from year to year, and employees will not be paid for accrued but unused personal days.

ARTICLE 17
JURY DUTY

Section 17.1

Employees shall be granted a leave of absence, with pay, for required jury duty. An employee who receives notice of jury service shall provide such notice to the Town. In such cases, the employee shall receive that portion of his/her regular salary which will, together with jury pay, equal his/her total salary for the same pay period, provided the employee furnishes proof of attendance at jury service as scheduled and of any payment received.

ARTICLE 18
BEREAVEMENT LEAVE

Section 18.1 - Bereavement Leave Definition

Full-time employees are entitled to up to three (3) work days of paid leave (four (4) work days if the employee elects to attend a funeral that is being held more than two hundred-fifty (250) miles from the employee's home) in the event of the death of any of the following:

Spouse	Father	Mother	Sister
Brother	Child	Grandchild	Step-Child
Step-Parent	An individual that the employee stands in Loco Parentis		

Full-time employees are entitled to up to two (2) work days of paid leave (three (3) work days if the employee elects to attend a funeral that is being held more than two hundred-fifty (250) miles from the employee's home) in the event of the death of any of the following:

*Grandparent	Son-in-law	Daughter-in-law	*Aunt
Mother-in-law	Father-in-law	Sister-in-law	*Uncle
Brother-in-law			

*Including Grandparent, Aunt or Uncle of Spouse

In the event an employee is called upon to assume full responsibility for the funeral of any of those listed in this-section, the employee shall be granted up to a total of five (5) working days (that include attendance at the funeral and any services), with pay.

An employee requesting bereavement leave shall provide the First Selectman, or his/her designee, with satisfactory documentation of the employee's relationship with the decedent and the location of the funeral.

The employee will advise the First Selectman, or his/her designee, in writing, of the number

of days he/she will be using within the applicable work day timeframes set forth above.

Section 18.2 - Funeral Occurring While on Authorized Leave

Where the employee is authorized to take bereavement leave and said leave occurs when the employee is on sick leave or personal leave, the employee shall not be charged with the use of sick leave or personal leave; rather, such time shall be considered bereavement leave.

When an employee is authorized to take bereavement leave and said leave occurs on an official paid holiday, the employee will be paid for the bereavement leave and receive a floating holiday (in lieu of holiday pay) to be used prior to the end of said contract year on a mutually agreeable date between the employee and the First Selectman or his/her designee.

When an employee is authorized to take bereavement leave and said leave occurs while the employee is on vacation leave, the employee shall not be charged with the use of vacation leave; rather, such time shall be considered funeral leave.

**ARTICLE 19
MILITARY LEAVE**

Section 19.1

The Town shall follow applicable federal and state law in granting or denying military leave and in reinstating employees who have left employment to perform military service.

Section 19.2

In addition, military leaves of absence will be granted to regular full-time and regular part-time employees to attend scheduled drills, training, or active duty with the U.S. armed services. Employees may use any available paid time off for the absence. If the period of service is more than thirty (30) days but less than eighty (80) days, the employee must apply for re-employment within fourteen (14) days of completing his or her service. If the period of service is more than one hundred eighty (180) days, the employee must apply for re-employment within ninety (90) days of completion of service.

**ARTICLE 20
VACANCIES**

Section 21.1

Vacancy shall be defined as a position, other than those positions constituting appointed positions under the Connecticut General Statutes or the Marlborough Town Charter (hereinafter "Appointed Positions"), that the Town intends to fill which is open as a result of resignation, retirement, termination, discharge for just cause, or the creation of a new position within the bargaining-unit.

Section 21.2

Whenever a job vacancy occurs that the Town intends to fill, a notice of such shall be posted and a copy of such notice shall be forwarded to the president of the local Union. Such notice shall be posted for a period of ten (10) working days, unless the Union agrees to either waive or modify this timeframe.

Section 21.3

Those bargaining unit employees wishing to apply for said vacancy shall apply to the Town within the ten (10) working day posting period, unless the Union agrees to either waive or modify this timeframe.

Section 21.4

No new employee shall be hired on a permanent basis until the posting period has expired (in the event that there is a posting period, as set forth above). This Section expressly does not apply to appointed positions.

Section 21.5

From among internal and external applicants qualified for a posted position, the Town will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Town will award the job to the senior internal applicant employee. The Town shall consider, among other factors, the applicants seniority, qualifications for the job, prior attendance at work, past job performance, and technical knowledge and skills. For the purpose of determining qualifications, the Town has the right to develop and use standardized tests based on the requirements of the position.

ARTICLE 21 **SENIORITY**

Section 21.1

Seniority for employees shall mean an employee's length of continuous service with the Town in a bargaining unit position covered by this Agreement.

Section 21.2

If two (2) or more employees have the same seniority, the employee whose last name appears earlier on the Town's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period, at which time the employee shall possess seniority as defined in this Section.

ARTICLE 22
LAYOFF AND RECALL

Section 22.1

When the Town determines that layoffs or reductions in hours are necessary, they shall take effect in the inverse order of seniority in the job classification affected in the following order:

- temporary and seasonal employees
- part-time probationary employees
- full-time probationary employees

By seniority of the remaining employees in the job classification.

Section 22.2

Laid off employees, within a job classification with the most seniority shall be rehired first, and no new employees shall be hired in the affected job classification until all laid off employees in the affected job classification have been given an opportunity to return to work. These recall provisions shall apply for no more than twelve (12) months from the date of layoff.

Section 22.3

It shall be the laid off individual's responsibility to notify the Town of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond to a notice of an opening within ten (10) working days after receipt of such mailed notice shall be deemed to be a refusal to accept re-employment. Employees accepting recall or re-employment must return to work within thirty (30) calendar days from the date of receipt of the mailed notification. Failure to return to work within the thirty (30) day period shall be deemed a refusal to accept employment unless the employee has a satisfactory reason acceptable to the Town.

ARTICLE 23
DISCIPLINE

Section 23.1

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied. Any disciplinary action shall be applied for just cause. Employees may request the attendance of a Union representative at any disciplinary conference.

All suspension and discharges must be given in writing, with reasons stated, and a copy given to the employee and the Union at the time of the suspension or, discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warnings, suspension without pay and discharge. Progressive disciplines shall be applied when appropriate. Disciplinary action normally follows in this order:

- a. verbal warning;
- b. written warning;
- c. suspension without pay;
- d. discharge.

Cases of serious misconduct, arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent hearing. All disciplinary action may be appealed through the established grievance procedure. "Serious misconduct" is defined as an act, omission, or failure to act when under a duty to take action, that causes or appreciably risks causing harm to the employee, to others, or to the interests of the Town.

Section 23.2

Each employee shall have the right to see and review his or her personnel file upon request by appointment. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

ARTICLE 24 **GRIEVANCE PROCEDURE**

Section 24.1 - Definitions

- A. A grievance is a claim that a specific provision of this Agreement has been violated.
- B. A grievant is a member(s) of the bargaining unit who asserts a grievance. The Union may assert a grievance on behalf of a grievant.
- C. The term "day" shall mean calendar days.

Section 24.2 - Procedures

- A. A grievant must file a grievance in writing within fourteen (14) days from the date he or she knew or should have known of the event or the condition giving rise to the grievance or otherwise the grievance shall be deemed to be waived.
- B. An employee with a grievance shall first discuss the matter with his/her immediate supervisor with or without the steward to resolve the grievance informally.
- C. In the event the grievance is not resolved at this informal meeting, it shall be

reduced to writing and set forth as follows:

1. A statement of the grievance;
2. The remedy requested;
3. Signature of the employee; and
4. Date when the grievance is submitted.

Such grievance shall be processed in the following manner:

Step One

The employee or the Union shall put the grievance in writing and submit to the employee's immediate supervisor (or other individual designated by the Town) within seven (7) working days from the discussion at the informal level or within fourteen (14) days from when the grievance arose, whichever is first.

The employee's immediate supervisor (or other individual designated by the Town) shall schedule a meeting with the employee and a Union representative within ten (10) days of receipt of the grievance. The immediate supervisor (or other individual designated by the Town) shall give his or her written response to the grievance within ten (10) days after the meeting. Failure of the grievant to attend a scheduled meeting with his/her supervisor (or other individual designated by the Town), without good cause, shall terminate the grievance procedure and no further action shall be taken on the grievance.

Step Two

In the event the employee or Union is not satisfied with the disposition of the grievance at Step One, the employee or the Union may appeal the grievance to the First Selectman, or his/her designee, within ten (10) days after receipt of the answer of employee's immediate supervisor (or other individual designated by the Town). The First Selectman, or his/her designee, shall meet with the employee and a Union representative, which may also include a Staff Representative, within fourteen (14) days of receipt of the grievance. The First Selectman, or his/her designee, will have his/her written response to the grievance within fourteen (14) days after the meeting.

Step Three

In the event that the First Selectman's, or his/her designee's, response is not satisfactory to the Union, the Union may submit the grievance to arbitration before the State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the State Board no later than thirty (30) days after receipt of the written response at Step Two.

Section 24.3

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement

in any way. The decision of the arbitrator shall be final and binding subject to appeals in Superior Court.

Section 24.4

Any time limit-specified within, this Article may be extended by mutual agreement of the Union and the Town. Failure to process a grievance within the specified or agreed upon time limits shall constitute a waiver of the grievance which shall thereby be considered non-grievable and non-arbitrable.

Section 24.5 - Grievances/Arbitrations

Any witness involved in any grievance or arbitration proceeding will be paid for time necessary only to give testimony during the proceeding.

ARTICLE 25
WAGES

Section 25.1

The wages for all employees shall be set forth in Appendix B.

Effective July 1, 2021, each employee's hourly wage rate as of June 30, 2021 shall be increased by 1.75%.

Effective July 1, 2021, a fifty cents (\$.50) per hour wage adjustment for the administrative assistant – building and land use and administrative specialist positions (applied after the general wage increase).

Effective July 1, 2022, each employee's hourly wage rate as of June 30, 2022 shall be increased by 1.75%.

Effective July 1, 2022, a fifty cents (\$.50) per hour wage adjustment for the administrative assistant – building and land use and administrative specialist positions (applied after the general wage increase).

Effective July 1, 2023, each employee's hourly wage rate as of June 30, 2023 shall be increased by 1.95%.

Effective July 1, 2023, a fifty cents (\$.50) per hour wage adjustment for the administrative assistant – building and land use and administrative specialist positions (applied after the general wage increase).

Effective July 1, 2024, each employee's hourly wage rate as of June 30, 2024 shall be increased by 1.95%.

Effective July 1, 2024, a fifty cents (\$.50) per hour wage adjustment for the administrative assistant – building and land use and administrative specialist positions (applied after the general wage increase).

The Town, at its discretion, may pay a new bargaining unit member hired on or before June 30, 2021 between eighty percent (80%) and one hundred percent (100%) of the wage rate set forth in Appendix B as a starting rate. Within five (5) years of the employee’s commencement date of hire, he/she shall be paid at one hundred percent (100%) of the wage rate set forth in Appendix B for the applicable contract year. Accordingly, in years two, three and four of the employee’s employment, he/she shall receive increases based on the applicable percentage of the regular wage rate for the position (i.e. – 80%, 85%, 90%, 95% and 100%; 90%, 92.5%, 95%, 97.5% and 100%).

Except as set forth below, employees hired by the Town for a position covered by this Agreement on or after July 1, 2021 shall be paid in accordance with the following schedule, commencing with his/her anniversary date:

<u>Length of Service</u>	<u>Percentage of Regular Wage Rate</u>
• First twelve (12) months:	seventy percent (70%)
• One (1) year anniversary:	eighty percent (80%)
• Two (2) year anniversary:	one hundred percent (100%)

With respect to an employee hired for a position covered by this Agreement on or after July 1, 2021, the Town, in its’ discretion, may consider a new hires previous experience and/or skills in determining his/her starting rate of pay.

Accordingly, the Town may hire a new hire anywhere between the aforementioned seventy percent (70%) and one hundred percent (100%) of the regular wage rate for the position. Regardless of the employee’s starting wage rate, he/she shall progress to one hundred percent (100%) of the rate by no later than the employee’s two (2) year anniversary date.

ARTICLE 26
GROUP INSURANCE

Section 26.1

The Town shall make the following coverage available to regular full time employees and their dependents, provided that each such employee shall contribute toward the insurance premium as set forth in this Article and on the attached Plan descriptions. Regular full-time employees and part-time employees regularly scheduled to work thirty (30) hours per week or more may enroll in the Anthem High Deductible Health Plan with Health Savings Account (“Anthem HDHP/HSA”) plan summarized at Appendix D; provided that, part time employees regularly scheduled for thirty (30) hours per week are eligible only for individual health and dental coverage (no dependent coverage).

26.2 - Anthem HDHP

Eligible employees electing the Anthem Lumenos HDHP/HSA Plan shall be subject to the following:

A premium share contribution of:

- July 1, 2021 through June 30, 2022 – ten percent (10%)
- July 1, 2022 through June 30, 2023 – eleven percent (11%)
- July 1, 2023 through June 30, 2024 – twelve percent (12%)
- July 1, 2024 through June 30, 2025 – thirteen percent (13%)

Eligible employees who elect the Anthem HDHP/HSA shall be subject to the following:

The Town will contribute fifty percent (50%) in year 1 of the contract (July 1, 2021 through June 30, 2022), fifty percent (50%) in year 2 of the contract (July 1, 2022 through June 30, 2023), fifty percent (50%) in year 3 of the contract (July 1, 2023 through June 30, 2024) and fifty percent (50%) in year 4 of the contract (July 1, 2024 through June 30, 2025) of the applicable deductible amount into the employee's established Health Savings Account ("HSA") for eligible employees.

The Town's contribution toward the deductible will be deposited into the employee's HSA account on or about July 1st (fifty percent (50%) of the Town's contribution) and on or about January 1st (the remaining fifty percent (50%) of the Town's contribution).

The parties acknowledge that the Town's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed eligible employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Any employee Medicare eligible who does not elect Medicare, shall be offered the HDHP/HSA. Any employee Medicare eligible who elects Medicare, shall receive the same funding as other employees (single, single + 1 or family, whichever is applicable) in an HRA.

Section 26.3

The Town shall provide and pay for eligible full time employees and their dependents Anthem Blue Cross Flex Dental Plan Insurance - Group #068871000 (or a comparable plan) as follows:

- July 1, 2021 through June 30, 2022 – twenty-one percent (21%)
- July 1, 2022 through June 30, 2023 – twenty-two percent (22%)
- July 1, 2023 through June 30, 2024 – twenty-three percent (23%)
- July 1, 2024 through June 30, 2025 – twenty-four percent (24%)

Section 26.4

The Town shall provide and pay for the following for its full-time employees:

- Group Life Insurance with the AD&D Rider forty thousand dollars (\$40,000.00).
- Group LTD Insurance - Participating employees shall contribute fifty percent (50%) toward the Group LTD Insurance coverage premium.

Section 26.5

In the event that the group health insurance plan as described in APPENDIX C is no longer available during the term of this Agreement, or health insurance premiums increase substantially, or the Town determines that another health insurance plan will provide group health insurance coverage at more favorable premium rates, the Town shall provide notice to the Union of its intention to change plans. The Town shall not be precluded from doing so, provided that it shall (a) seek an alternative group health insurance plan that provides substantially comparable coverage to the New Plan, and (b) shall provide the Union an opportunity to negotiate over the impact of the implementation of such an alternative plan. In the event the parties cannot reach agreement through negotiation, the matter may be submitted to binding interest arbitration.

Section 26.6

Any full-time employee may elect to waive group medical coverage and receive additional annual compensation in lieu of said coverage on a biweekly basis. The gross amount of annual compensation the full-time employee shall receive shall be for a single person one thousand dollars (\$1,000.00) for a couple one thousand two hundred-fifty dollars (\$1,250.00) and for family one thousand five hundred (\$1,500.00). Employees must provide proof of medical coverage with another carrier. The waiver will be prorated as appropriate for new employees, depending on date of hire. These payments shall continue until such time as the employee terminates employment, or until his/her election to receive additional compensation is revoked in accordance with the procedure set forth below.

Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of June by submitting the appropriate election form to the First Selectman or his/her designee. Such election shall become effective on July 1st. As specified in IRS Section 125, which regulates qualifying events, an employee may re-enter the Town's group medical coverage in accordance with applicable insurance company procedures and policies. In this event, the employee's compensation as set forth above shall be prorated accordingly.

An employee who elects to receive additional annual compensation in lieu of group medical coverage should be aware a subsequent election to take the insurance coverage may subject him/her and/or his/her dependents to certain requirements and/or restrictions

which may include, but are not limited to: either declining to provide any coverage to the employee and/or his/her dependents; carrier declining to provide coverage for any pre-existing conditions; carrier requiring employee and/or dependents to undergo medical tests; etc.

ARTICLE 27
RETIREMENT PLAN

Section 27.1

A contributory retirement plan is provided to employees of the Town. The Town shall contribute ten percent (10%) of the gross weekly wages of each employee into the plan, and shall match on a dollar for dollar basis the employee's contribution (if any) up to an amount representing an additional four percent (4.0%) of the employee's gross weekly wages. The employee may add contributions to the plan consistent with IRS Section 457b. Full-time employees are eligible for the Town contribution the month following one (1) year of employment. The employee may make tax deferred contributions to the plan following three (3) months of employment. Employees are encouraged to discuss this with the appropriate personnel in the Treasurer's Office. For purposes of this section, "gross weekly wages" means the employee's regular weekly pay, including any overtime, but excluding any payments of accrued sick leave, vacation leave, or any other payment to which an employee may be entitled.

ARTICLE 28
NO STRIKES - NO LOCKOUTS

Section 28.1

Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, mass illness or similar forms of interference with the operation of the Town.

Section 28.2

The Union shall exert its best effort to prevent any violation of this Article.

Section 28.3

The Town agrees that there shall be no lockout of employees during the life of this Agreement.

ARTICLE 29
REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE

Section 29.1

Employees who use their private automobiles for official business as authorized by their immediate supervisor shall be compensated at the IRS rate. Claims must be submitted

monthly for the previous month. Employees must submit their reimbursement claims to the office of the First Selectman after, they receive authorization from their immediate supervisor. Compensable "official business" does not include driving to or from work, whether or not such work is off-site.

ARTICLE 30
LOSS OR DAMAGE

Section 30.1

No employee shall be required to pay for any loss or damage of whatever kind or nature, unless said loss or damage is a direct result of his/her negligence or intentional actions.

ARTICLE 31
SAVINGS CLAUSE

Section 31.1

If any provision of this Agreement is, or shall at any time be found contrary to law by an established court of legal jurisdiction, then that provision shall not be applicable, except to the extent permitted by law. The Town and Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. The balance and remainder of this Agreement shall remain in full force and effect.

Section 31.2

No agreement, alteration, understanding, variation, waiver, or modification of any terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and ratified by the Union.

ARTICLE 32
MISCELLANEOUS

Section 32.1

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, upon notification, in writing from the Town, the employee's employment with the Town shall cease at such time.

Section 32.2

The Town agrees to provide each employee with a copy of this Agreement within thirty (30) days after the execution date thereof. The Town further agrees to provide new

employees with a copy of this Agreement at their time of hire.

Section 32.3

The Town will provide AFSCME Council 4 with three (3) original signed contracts at the time of the signing.

ARTICLE 33
DURATION

Section 33.1

The provisions of this Agreement shall take effect upon signing and shall remain in full force and effect until June 30, 2025, and thereafter shall continue in effect from year to year, unless either party shall, on or before 120th day prior to the expiration date, serve written notice by registered mail on the other party of their desire to negotiate, modify, or amend this Agreement.

Section 33.2

The contract contains the full and complete agreement between the Town and the Union on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. This Agreement supersedes, supplants, and replaces any and all prior agreements, practices or understandings between the parties, and any such prior agreements, practices or understanding are hereby deemed null and void.

SIGNATURES:

MARLBOROUGH TOWN
LOCAL 1303-433, COUNCIL #4,
AFSCME




Nicole Addington

TOWN OF MARLBOROUGH



Gregory Lowery, First Selectman



John DeVito
Staff Representative
AFSCME Council 4

Dated: 6/8/21

APPENDIX A
SCHEDULE

Administrative Specialist (Located Public Works)

Work hours:

Monday – Friday 8:00 a.m. – 2:30 p.m. (1/2 hour unpaid lunch)
30 hours per week

Administrative Assistant - Building & Land Use

Work hours:

Monday, Wednesday and Thursday	8:00 a.m. - 4:30 p.m. (1 hour unpaid lunch break each day)
Tuesday	8:00 a.m. - 7:00 p.m. (1 hour unpaid lunch break and a one-half hour unpaid dinner break)
Friday	8:00 a.m. - 12:00 p.m. (no lunch break)

36 hours per week

Assistant Town Clerk (part-time position)**

Tax Clerk (part-time position)**

**The Assistant Town Clerk and Tax Clerk positions are currently part-time non-union positions. In the event that the hours of work for either (or both) positions increases to twenty-five (25) or more hours per workweek, the position will be considered a bargaining unit position.

APPENDIX B
WAGES

<u>Effective</u>	<u>7/1/21</u>	<u>7/1/22</u>	<u>7/1/23</u>	<u>7/1/24</u>
	1.75%	1.75%	1.95%	1.95%
Administrative Specialist	\$23.68	\$24.59	\$25.57	\$26.57
Administrative Assistant - Building & Land Use	\$23.68	\$24.59	\$25.57	\$26.57

APPENDIX C
ANTHEM HDHP/HSA PLAN DESCRIPTION.
TO BE ATTACHED HERE

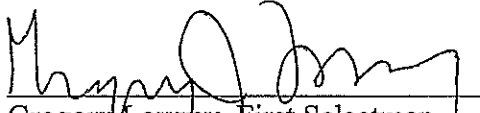
Memorandum of Agreement

The Town of Marlborough (hereinafter the "Town") and Local 1303-433 of Council 4, AFSCME, AFL-CIO (hereinafter the "Union") hereby agree to the following:


1. The Town and the Union are signatories to a collective bargaining agreement dated July 1, 2018 to June 30, 2021.
2. Under Article 2, Section 2.1 of the collective bargaining agreement, it states:

The Town hereby recognizes the Union as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other conditions of employment for all non-supervisory employees working twenty-five (25) hours or more a week, and excluding the Administrative Assistant to the First Selectman.
3. A bargaining unit position covered by the aforementioned collective bargaining agreement is the Administrative Specialist at the Department of Public Works.
4. The current work hours for the Administrative Specialist at the Department of Public Works are thirty (30) hours per work week, Monday - Friday 8:00 a.m. - 2:30 p.m. with a one-half (½) hour unpaid lunch.
5. Since the Administrative Specialist at the Department of Public Works position does not require an employee to work thirty (30) hours per work week, in order to maintain the thirty (30) hour work week, the Town desires to combine the duties and responsibilities of the position with work traditionally performed by non-union Town employees.
6. Accordingly, the parties agree that the Administrative Specialist at the Department of Public Works will perform both bargaining unit work and work traditionally performed by non-union Town employees in order to maintain the thirty (30) hour work week, provided, however, the traditional non-union work will continue to be considered non-union work regardless of the performance of such duties by the Administrative Specialist at the Department of Public Works.
7. Although the bargaining unit work required of the Administrative Specialist at the Department of Public Works is less than twenty-five (25) hours per work week, the position will remain a bargaining unit position and will therefore be governed by the collective bargaining agreement dated July 1, 2018 to June 30, 2021 (and any successor agreement to the current agreement).
8. If the Town decides to discontinue having the Administrative Specialist at the Department of Public Works perform the traditional non-union work and the work is performed by someone outside of the bargaining unit, the Town's decision will not be considered subcontracting of bargaining unit work.

9. The parties agree that the terms and conditions set forth herein shall neither establish a past practice nor a precedent with respect to the issues set forth herein.



Gregory Lowrey, First Selectman
Town of Marlborough



John DeVito, Staff Representative
Local 1303-433 of Council 4, AFSCME,
AFL-CIO

Dated: 6-8-21

Dated: 6/8/21