

**AGREEMENT
BETWEEN
SCHOOL COMMITTEE OF THE
TOWN OF FOXBOROUGH**

AND

**FOXBOROUGH MAINTENANCE
WORKERS' ASSOCIATION**

JULY 1, 2021 – JUNE 30, 2024

AGREEMENT

This agreement made and entered into this 15th day of June by and between the School Committee of the Town of Foxborough, herein after referred to as the "Committee," and the Foxborough Maintenance Workers' Association, hereinafter referred to as the "Association."

Now, therefore, it is mutually agreed between the Committee and the Association as follows:

ARTICLE I - RECOGNITION

The Committee recognizes the Association, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, as the exclusive bargaining agent and representative of all maintenance employees employed by the Committee, except head supervisory maintenance personnel and seasonal or temporary employees.

Full-time Employee

An employee who works forty (40) hours per week, fifty-two (52) weeks a year, exclusive of legal holidays, and authorized leaves of absence.

Permanent Part-time Employee

An employee who works at least twenty (20) hours per week, but less than forty (40) hours per week.

Seasonal or Temporary Employee

An employee whose duration of employment is of a seasonal or emergency nature, or less than twenty (20) hours per week.

ARTICLE II - MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by any law or any rule or regulation of any agency of the Commonwealth. The Committee retains all powers, rights, and duties that it has by law and may exercise the same at its discretion. The Facilities Manager is the Superintendent's designee for the purpose of certain supervisory and management duties of bargaining unit members, as detailed in this agreement. The School Committee and the Superintendent continue to maintain ultimate authority on behalf of Management.

ARTICLE III - PROBATIONARY PERIOD

The first six (6) months of continuous employment of an employee shall constitute his/her probationary period. No suspension, discipline, or dismissal made during an employee's probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

ARTICLE IV - VACANCIES

Section 1. When a vacancy occurs, or a new position is created, notification of the position and salary paid for such position shall be posted in each school for not less than two (2) weeks prior to the closing date for applications. Written notice will also be provided to the President of the Association. The notice shall indicate the name of the school or building, the title of the available position, the specific duties of the position, and the salary paid for such position.

Section 2. Those current employees requesting to transfer to the posted position must submit a written application to the Facilities Manager within the two (2) week period. Current maintenance employees will be given first consideration to any vacancies or new positions before hiring from outside the school system.

Section 3. Upon initial employment, all employees shall be placed on the appropriate step of the job classification. When filling a vacancy, the Facilities Manager will consider a candidate's seniority, experience and any other qualifications he/she deems important for the position. The selection of a candidate to fill a vacancy shall be made in the sole discretion of the Facilities Manager.

Section 4. When a vacancy or new position is filled, the President of the Association will be given written notice as to the name and starting date of the successful employee.

Section 5. Unless agreed to by the Association, any employee transferring to a new or vacant position shall be placed in that position no later than fourteen (14) days from the closing date for accepting bids.

Section 6. All present and former maintenance employees who are employed under this Agreement shall receive credit for all past continuous full-time employment in the Foxborough Public Schools except for time employed not under a collective bargaining agreement.

ARTICLE V - HOURS OF WORK

Section 1. The Superintendent of Schools shall determine the regular work week of each said employee. Said work week shall be scheduled over five (5) consecutive days.

Section 2. The starting and ending times of the daily work schedules of said employees shall be determined and fixed by the Superintendent of Schools or his/her designee and such schedules may be changed from time to time by the Superintendent to meet changing conditions of operations. A thirty (30) day notice will be given to any employee whose fixed starting and ending times are to be changed either temporarily or permanently. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Each employee shall have a daily lunch period of thirty (30) minutes with pay within the normal work day.

Section 3. Any work performed in excess of forty (40) hours in any work week shall be considered overtime and shall be paid for at the rate of one and one-half (1 1/2) times the

regular hourly rate of pay of the employee. Overtime work performed on Sunday shall be paid for at the rate of two (2) times the hourly rate of pay of the employee. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status except the hours the employee is on sick leave. The hours that an employee is on sick leave shall not be included in the forty (40) hours an employee must work in a work week to be eligible for overtime pay. The work week is defined as a seven (7) day period starting on Monday and ending on Sunday.

Section 4. Employees called in to work outside of their regular work schedule will be guaranteed a minimum of four (4) hours of work or pay. Payment is to be at the appropriate overtime rate. The four (4) hour minimum does not apply to call-ins which run into the start of a regularly-scheduled shift or to holdovers at the end of a shift.

Section 5. Overtime work not covered by management will be offered on a rotating basis to full-time employees. If no employee accepts a particular overtime assignment, the Facilities Manager will have the right to fill the shift as he/she sees fit.

Section 6. A condition of employment for an employee accepting assignment to the Athletic Department is a flexible work schedule, coordinated with the Athletic Director and Facilities Manager that meets the needs of the Athletic Department and team schedules during the school year and the Facilities Department during the summer vacation period.

Section 7. The Committee will maximize the number of full-time employees and minimize the number of part-time employees.

Section 8. All facilities staff are required to participate in snow removal activities. If the Facilities Manager or Assistant Facilities Manager calls staff in to prepare the school for a safe opening, all Facilities staff are expected to arrive at the designated time. Staff calling out sick on these days will be required to have a doctor's note or forfeit personal/vacation time. Disciplinary procedures may be taken for a staff member's failure to comply with this provision.

ARTICLE VI – WAGES & STIPENDS

Section 1. The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof. The Superintendent shall determine in accordance with the provisions of this Article and said wage schedules, the rate of compensation of each employee.

Section 2. A new employee, except as is otherwise provided herein, shall be paid at the minimum step of the wage schedule for the position in which he/she is employed. The Administration may appoint a new employee at a step higher than minimum step provided, however, that a new employee may not be appointed at a step higher than step four (4).

Section 3. Each full-time employee shall, as of July first of each year, receive step-increments successively to the next higher rate within his/her wage schedule, subject to the following conditions:

- a. That he/she was hired prior to January first of the calendar year involved. Any employee hired after said January first shall not be eligible for a step-increment until July first of the following year;
- b. That the evaluation of his/her work performed for the period immediately prior to July first is satisfactory;
- c. The step increment has been recommended by the Facilities Manager.
- d. Cell Phone Allowance – The Committee agrees to pay the flat sum of thirty dollars (\$30) per month for cell phone usage relating to the town, payment to be made on a semi-annual basis.

Section 4. Each employee assigned to work on a regular scheduled basis on the second or third shift will be paid an additional differential of ten percent (10%) of his/her regular hourly rate of pay.

Section 5. Facility Workers may earn an additional annual stipend of \$1,000 for holding a valid Massachusetts state license in the following areas:

1. Plumbing
2. Electrical
3. HVAC

ARTICLE VII - HOLIDAYS

Section 1. The following days shall be considered holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Patriot's Day; Memorial Day; the 4th of July; the day before the fourth day of July if July fourth falls on a Tuesday and the day after the fourth day of July if the fourth of July falls on a Thursday; Labor Day; Columbus Day; Veteran's Day; a half day before Thanksgiving Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day; the day before Christmas if Christmas falls on a Tuesday; a half day before Christmas when Christmas falls on Wednesday or Friday ; and the day after Christmas if Christmas falls on a Thursday. Good Friday will be a work day and staff will be expected to work four (4) hours, but can work up to eight (8) hours that will be paid at time and half. Staff will be expected to advise their department head of their intended work schedule the week before the holiday.

Section 2. Each employee whose presence on duty is not required to maintain essential services shall be excused from duty on said holidays and shall receive holiday pay at his/her regular hourly straight time rate for the number of hours equal to his/her regular daily working schedule except as is otherwise provided in this Article. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on his holiday.

Section 3. Each employee required to work a holiday, as outlined in section 1 above, shall be paid in addition to the holiday pay to which he/she is entitled as set forth in Section 2 above, two times (2) times his regular hourly rate for each hour worked.

Section 4. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 5. To be eligible for holiday pay an employee must be in a pay status on his/her scheduled work day immediately before and his scheduled work day immediately after the holiday.

ARTICLE VIII - VACATIONS

Section 1. Each employee shall be entitled to earned vacation with pay based on the length of his/her continuous employment with the Committee as set forth below:

<u>Length of Continuous Service</u>	<u>Length of Paid Vacation</u>
One (1) year or more and less than five (5) years	Ten (10) work days
Five (5) years or more and less than ten (10) years	Fifteen (15) work days
Ten (10) years or more and less than twenty (20) years	Twenty (20) work days
Twenty (20) years or more	Twenty-five (25) work days

Section 2. For the purpose of determination of vacation time, the year will begin and end on the employee's anniversary date.

Section 3. All eligible employees may request vacations during the contract year subject to the approval of the Superintendent. Building needs will be considered prior to approval of vacation requests. No employee may schedule more than two consecutive weeks of vacation. Employees must submit vacation requests in writing at least two weeks prior to using any vacation time. The summer vacation schedule shall be established by May first. No vacation time shall be scheduled during the ten (10) work days prior to the opening of school. Exceptions to Section 3 may be made at the discretion of the Superintendent for unforeseen occurrences or special family circumstances. Should exceptions be made, they will not constitute a precedent and will not form a binding practice.

Section 4. When an employee terminates his/her service in the Foxborough Public Schools, given written notice of two (2) weeks, the employee shall be paid for the portion of vacation time which he/she has earned and not used. Said vacation time will be that which is unused from the vacation time earned during the current year on a prorated basis.

Section 5. Vacation time as provided in this article shall be taken by all employees during each year and may not be accumulated for use in a subsequent year.

ARTICLE IX - LONGEVITY PAY

Section 1. Each employee who completes the number of years indicated below of continuous service with the Committee shall be granted a longevity lump-sum payment in the amount set forth for the number of years of such service he/she has completed:

Ten (10) years	\$450.00
Fifteen (15) years	\$560.00
Twenty (20) years	\$660.00
Twenty-five (25) years	\$760.00

Section 2. The longevity pay to which an employee is entitled shall be paid in a lump-sum payment in the first pay period of December of each year with the exception of those employees that are retiring. Those retiring employees will receive their longevity payment on their anniversary date of their final year of service.

ARTICLE X - SICK LEAVE

Section 1. All employees shall be entitled to one and one fourth (1 1/4) days of sick leave for each month worked. Sick leave will be accumulated up to a maximum of two hundred (200) days. A doctor's certificate may be required at the discretion of the Superintendent. In cases of long-term absence (ten consecutive work days or more), the Superintendent may send the employee to a physician designated by the School District (at the District's expense) for examination. That physician will provide an opinion to the Superintendent on the employee's condition, prognosis, and his/her ability to return to work. Sick leave may be used only when the employee:

- a. is incapacitated for the performance of his/her duties because of illness or injury;
- b. is required to give bedside or household attention to anyone in the immediate family (immediate family is defined to mean father, mother, father-in-law, mother-in-law, spouse, partner, child and near relative residing in the household of the employee) who is seriously ill. The sick leave that is granted for such purposes shall not exceed a maximum of five (5) days. A doctor's certificate in support of the request for sick leave may be required at the discretion of the Superintendent.

Section 2. Requests for extended sick leave in extreme cases may be presented to the Superintendent.

Section 3. An employee who retires under the Norfolk County Retirement System after completion of fifteen (15) years of continuous employment with the Committee, shall receive at the time of his/her retirement a lump-sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick leave days to his/her credit at the time of retirement by forty five dollars (\$45.00), provided, however, that the number of

accumulated sick leave days to be multiplied by forty five dollars (\$45.00) per day shall not exceed one hundred (100) in number.

Section 4. In the event an employee, who has been continuously employed by the Committee for at least three (3) years, shall die while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate, as such the case may be, a lump-sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick leave days to such employee's credit at the time of his/her death by forty five dollars (\$45.00), provided, however, that the number of sick days to be multiplied by forty dollars (\$45.00) shall not exceed one hundred (100) in number.

Section 5. Employees will be granted sick leave at a minimum of one quarter (1/4) day when requested.

ARTICLE XI - PERSONAL LEAVE

Section 1. All full-time maintenance personnel shall be entitled subject to the limitations and provisions hereinafter set forth, to three (3) days off annually without loss of pay, hereinafter called Personal leave days. Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work day. Staff shall use discretion in using such days, and such days may not be used for personal recreation, leisure activities, or outside occupation. Unused personal leave days shall be rolled into accumulated sick days at the end of the contract year. In unusual circumstances, this leave may be extended at the discretion of the Superintendent. Personal leave may be used for the following purposes to the extent indicated:

- a. Sickness or death of a member of the family, necessitating the presence of employee (usually not more than three (3) days);
- b. Urgent family or personal obligations of an emergency nature (usually not more than one (1) day).

Section 2. Requests for personal leave shall be submitted to the Superintendent through the Facilities Manager. One (1) day of personal leave a year will be granted without giving prior notice and stating specific reasons.

Section 3. Personal leave days, except in the case of emergent and unavoidable conditions, shall not be taken on the day before or on the day after a holiday, or a day in which the employee is not in pay status.

Section 4. Personal leave will be granted at a minimum of one quarter day (1/4) when requested. Personal leave of two (2) or more consecutive days shall be granted at the discretion of the Superintendent. Request for two (2) consecutive days must be put in writing to the Superintendent and the reason must be stated. The decision of the Superintendent shall be final and binding.

Section 5. Employees may be granted, at the discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of three (3) days in the event of a death in their immediate families. Immediate families will include parent, mother-in-law, father-in-law, spouse, child, step-child, grandparent, spouse's grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, and any other relative who is a member of the employee's immediate household.

ARTICLE XII – BENEFIT ENTITLEMENT AND ACCRUAL

All benefits entitlement and accrual shall cease when an employee is, for any reason, in an unpaid status of has been in non-working status for sixty (60) consecutive working days or more. This shall include accrual of vacation time, personal days, sick leave, and holiday pay.

ARTICLE XIII - JURY DUTY

Employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid his/her regular compensation without interruption. The employee must present evidence of the amount of compensation he/she received for jury duty and turn over such compensation, exclusive of the amount received for travel, to the Town.

ARTICLE XIV - EVALUATION

Section 1. Interaction between the supervisor and the supervised is an important relationship. Clearly it is the supervisor's responsibility to make sure that the maintenance personnel are moving toward completion of their responsibilities to establish and maintain a safe and comfortable environment in all town buildings. Therefore, an evaluation technique will be established with the Association, whereby maintenance personnel and the Facilities Manager will cooperatively evaluate present and future directions for performance. This evaluation shall take place prior to the granting of a step increment. Any establishment, change or alteration to the form used to evaluate maintenance personnel must be agreed to in writing by the Association. Failure on the part of Administration to conduct a performance evaluation shall not prejudice Administration or the Committee in any way.

Section 2. Employees will have the right to review the contents of their personnel file by appointment with the Superintendent or her/his designee and to make copies of the material contained therein at reasonable times and at their expense. A representative of the Association may accompany the employee during such review if he/she so elects.

Section 3. When practical, any complaint regarding the performance of an employee made to any member of the Administration or Committee by a parent, student or other persons shall be promptly called to the attention of the employee. If such complaints are not promptly called to the attention of the employee, they shall be deemed invalid.

Section 4. Each employee will be allowed to discuss any evaluation report with his/her evaluator and to provide written comments regarding such report which will be filed with said report.

Section 5. No derogatory material regarding an employee's conduct, service, character or personality shall be placed in an employee's personnel file without the employee's knowledge of such material. It is understood that such signature in no way indicates agreement with the contents of said document which shall be reviewed by the Superintendent and filed with such document.

Section 6. Any discipline, reprimand or dismissal shall be subject to the grievance procedure.

ARTICLE XV - GROUP HEALTH AND LIFE INSURANCE

The group health and the group life insurance provided by the Town of Foxborough for its employees shall be available to employees who advise the Superintendent in writing that they desire to participate in such insurance programs.

ARTICLE XVI - REDUCTION IN FORCE

Section 1. When it becomes necessary to reduce the maintenance work force, said reduction will be made on the basis of performance and seniority. If the performance of employees is considered by the Superintendent of Schools to be substantially equal then seniority shall prevail.

Section 2. An employee may appeal the Superintendent's decision to the School Committee as outlined in Article XVI - Grievance Procedure.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to produce prompt and equitable solutions to grievances, hereinafter defined, which may from time to time arise with respect to the terms and provisions of this Agreement.

Section 2. Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting to the Committee and having such grievance heard without the intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and to state its views and that any adjustments made shall not be inconsistent with the terms of this Agreement.

Section 3. A grievance is defined as a question, complaint, or dispute involving the meaning, application or interpretation of or compliance with the terms of this Agreement.

Section 4. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

- a. Level One. The aggrieved employee shall first present his/her grievance in writing to his/her immediate supervisor within ten (10) work days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any

employee affected by it. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) work days after the grievance is presented.

b. Level Two. If at the end of the five (5) work days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) work days thereafter submit his/her grievance in writing to the Superintendent. Within ten (10) work days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his/her designated representative shall act on his/her behalf. Within ten (10) work days after the conclusion of said meeting, the Superintendent or his/her representative, as the case may be, shall advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

c. Level Three. If at the end of the twenty (20) work days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) work days thereafter submit his/her grievance in writing to the Committee. Within ten (10) work days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative of the Association in an effort to settle the grievance. The Committee shall, within ten (10) work days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

d. Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) work days after said meeting of the Committee, the Association may, by giving written notice to the Committee within ten (10) work days after the date the Committee's decision at Level Three or within twenty (20) work days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed.

(1) The Association shall forthwith submit the grievance to the Board of Conciliation and Arbitration. Such grievance, if is mutually agreed upon, may be submitted to the American Arbitration Association. The grievance will be disposed of in accordance with the applicable rules of said Board of Association, as the case may be.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

(3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority shall be limited to the terms and provisions of this Agreement and to the issue or issues submitted. The arbitrator shall only have the power to interpret what the parties to this Agreement intended by the specific clause or clauses in the Agreement that are at issue. The arbitrator shall be bound by the provisions of this Agreement and shall not have the authority to establish salaries or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms and provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

Section 5. If, in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. Such grievance shall be presented at Level Two within twenty (20) work days next following the occurrence of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 6. Any grievance which is not initially presented or which is not thereafter submitted to the next level of the grievance procedure within the time limits specified above shall be deemed to have been waived.

Section 7. The time limits hereinabove specified for the bringing and the processing of a grievance may be extended by mutual agreement of the Committee and the Association.

Section 8. No written communication, or other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

Section 9. Association members who are required to attend either grievance or contract negotiation meetings will not forfeit their regular pay nor will they be required to make up any lost regular work hours so long as the time lost because of such meeting(s) was part of their normal scheduled work day.

ARTICLE XVIII - PERSONAL PROTECTION

Section 1. An employee who is absent from work as the result of a personal injury, which is incurred in the course of his/her employment and which is compensable under the provisions of the Massachusetts Workman's Compensation Act shall, upon his/her written request to the Superintendent, receive as a charge against his/her accrued sick leave the difference between his/her current rate of pay and the amount he/she receives as workman's compensation.

Section 2. The Committee shall supply each employee with six shirts in any combination of short-sleeve or long-sleeve, and one sweatshirt. The shirts shall be designed in the sole discretion of the Superintendent. All employees are required to wear the uniform

shirts while at work. Employees are responsible for the care and maintenance of the uniform shirts. Uniform shirts will be replaced every two years unless with proper use and care the condition of the clothing warrants earlier replacement.

Section 3. Employees may submit requests to be compensated for clothing (not supplied by the district) damaged while performing custodial and/or maintenance duties. Requests are to be submitted for review to the Superintendent through the Facilities Manager.

Section 4. Employees will report immediately all cases of assault suffered by them in connection with their employment to the Superintendent and the Facilities Manager in writing. The Superintendent will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will lend support to the employee in appropriate ways as allowed by law.

Section 5. The District will reimburse up to \$250.00 per year for safety toe boots, receipt to be supplied for reimbursement and boots must be worn on a regular basis.

ARTICLE XIX - SCOPE OF AGREEMENT

Section 1. The Committee and the Association agree that during the term of this Agreement all matters pertaining to wages, hours, and conditions of employment of said employees shall be governed exclusively by and limited to the terms of this Agreement.

Section 2. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the Committee and the Association.

Section 3. The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

Section 4. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX - DURATION

This Agreement shall take effect on July 1, 2021 and shall continue in effect to and including June 30, 2024, and thereafter automatically renew itself for successive terms of one (1) year each, unless by the October first next prior to the expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement the Committee and the Association will meet promptly to begin negotiations.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairperson, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its Association members, hereto duly authorized, on the day and year first above written.

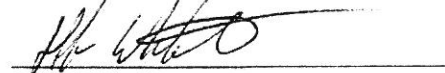
For the Committee:



Robert Canfield, Chair

Date: 15 Jun 2021

For the Association:



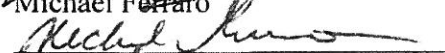
Jeff Whitehouse



Juan A. Nova



Michael Ferraro



Michael Gerraughty

Date: June 17, 2021

