AGREEMENT BETWEEN

TOWN OF GRANBY

AND

GRANBY MUNICIPAL EMPLOYEES ASSOCIATION,

LOCAL 399, COUNCIL #4

OF THE

AMERICAN FEDERATION OF STATE, COUNTY,

AND

MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2016 TO JUNE 30, 2020
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When necessary to the meaning hereof either the masculine or the neuter pronoun shall be
deemed to include the masculine, the feminine, and the neuter, and the singular shall be
deemed to include the plural.

This Agreement is entered into by and between the Town of Granby, hereinafter referred to as
the "Town" and Granby Municipal Employees Association (GMEA), Local 399, Council #4 of the
American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred
to as the "Union" or "GMEA".

ARTICLE I – MANAGEMENT RIGHTS

Section 1.0

Except as specifically abridged or modified by any provision of this Agreement, the Town will
continue to have, whether exercised or not, all the rights, powers, and authority heretofore
existing, including but not limited to the following: determine the standards of service to be
offered by the Town; determine the standards of selection of employment; direct its employees;
take disciplinary action; relieve its employees from duty because of lack of work or for other
legitimate reasons; determine the method, means, and personnel by which the Town's
operations are to be conducted; determine the content of job and position classifications;
exercise complete control and discretion over its organization and the technology of performing
its work and fulfilling of its legal responsibilities. The above rights, responsibilities, and
prerogatives are inherent in the Town Manager by virtue of statutory and charter revisions and
cannot be subject to any grievance or arbitration proceedings except as specifically provided for
in this Agreement.

ARTICLE II – RECOGNITION

Section 2.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of
collective bargaining relative to wages, hours, and other conditions of employment for all full-
time employees expressly stated as eligible, as outlined in Schedule A, in all departments under
the direction of the Town Manager, excluding all employees in the Finance Office and all
employees in the Town Manager's Office. Except, as modified by this Section, terms of
recognition shall be as stated in the Recognition Agreement dated March 21, 1980 (attached).

ARTICLE III – UNION SECURITY

Section 3.0

All eligible positions, on the effective date of this Agreement, must remain as such for the
duration of this contract. New employees hired during the duration of this contract may enroll or
not enroll in the Union as a personal choice, however, employees whether or not they choose to
enroll in the Union will be required to pay a monthly fee as may be uniformly assessed by the
Union not to exceed the amount of the uniformly assessed dues paid by members. Such
monthly fees shall be deducted for the duration of the Agreement.

Section 3.1

The Town agrees to deduct from the pay of all employees covered herein such fees as may be
fixed by the Union and allowed by State Statute. The Town will remit to the Union any amounts
collected once each month together with a list of employees from whose wages these sums
have been deducted.
Section 3.2

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.

Section 3.3

The Town will make available to each employee a copy of the Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire. The Town agrees to furnish a Union bulletin board or space on an existing bulletin board at each Town location. Only materials signed, dated and posted by the President of the Local Union or designee will be permitted on said board(s).

ARTICLE IV – HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

Section 4.0

The regular hours of work for employees of the bargaining unit shall be as follows:

a) Regular work schedule for full-time employees shall be seven (7) hours per day, 35 hours per week with an unpaid lunch break as directed by employee's supervisor or the Town Manager. Regular work for full-time Public Works and Police Department employees shall be eight (8) hours per day, 40 hours per week, with an unpaid lunch break as directed by the employee's supervisor.

b) There shall be no substantial changes in the regular working hours in existence at the time of this contract ratification, unless negotiated by the Town and the Union.

Section 4.1

Consistent with the provisions of Section 4.0 of this Agreement, time and one-half shall be paid for:

a) All authorized work performed in excess of a regular forty (40) hour week. Except that for those whose regular work week is 35-hours per week, they may be granted compensatory time in lieu of regular wages for all hours over thirty-five (35) but less than forty (40).

b) All authorized work performed on Saturday over a regular forty (40) hour week.

Section 4.2

Double time shall be paid to hourly Public Works employees for:

a) All authorized work performed on Sunday over a regular forty (40) hour week.

b) All authorized work performed on a paid holiday in addition to the pay for the holiday as provided by Article V of this Agreement over a regular forty (40) hour work week.

a) All authorized work performed on a scheduled vacation day in addition to the pay for the vacation day.
Section 4.3

When an hourly Public Works Employee is required to work prior to the start of his/her shift or is called back to work after his/her shift ends, he/she shall be paid a minimum of two (2) hours work. Pay shall commence from the time of acknowledgement by the employee of the call-in was received.

ARTICLE V – HOLIDAYS

Section 5.0

The following holidays shall be observed as days off with full pay:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Veteran's Day</td>
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<td>President's Day</td>
<td>Thanksgiving Day</td>
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<td>Good Friday</td>
<td>Day after Thanksgiving</td>
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<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Two (2) Floating Holidays</td>
</tr>
</tbody>
</table>

If not designated by the Town Manager, floating holidays may be taken at the convenience of the employee with the consent of the employee’s immediate supervisor. Request for a floating holiday must be made in writing two (2) weeks prior to the holiday. Upon request, the two-week notice may be waived.

Section 5.1

a) Holidays falling on a Saturday or Sunday shall be celebrated either the preceding Friday or following Monday at the discretion of the Town Manager; except that the Town Manager may designate that Holidays falling on a Saturday be observed on that Saturday for employees who work on Saturdays.

b) Employees will be notified at least ten (10) working days prior to the holiday as to whether it shall be celebrated on Monday or Friday.

Section 5.2

Whenever any of the holidays, listed in 5.0 above, occur while an employee is out on extended sick leave, the employee may charge the day to sick leave, in which case he shall be entitled to take a day off at a later date to compensate for the holiday. If the employee chooses to take a day off at a later date, the date selected shall be subject to mutual agreement between the employee’s immediate superior and the employee. If a subsequent time off is not possible, the employee shall be paid for the day at the employee’s regular rate.

ARTICLE VI – SENIORITY

Section 6.0

The Town shall prepare a list of employees as defined in Article I showing their seniority in length of service with the Town. Upon completion of their probationary period, new employees shall be added to this list.
Section 6.1

New employees shall serve a probationary period of six (6) months. The probationary period may be extended by two (2) three (3) month periods but shall not exceed a total probationary period of one (1) year. New employees on probation shall not have any rights under the grievance procedure of this contract. Current employees who are appointed to a new position shall not lose any rights under the provisions of this contract. All employees after completion of the probationary period shall acquire a length of service record as of the date of their full-time employment.

ARTICLE VII – PROMOTIONS

Section 7.0

a) All vacancies and new positions in the bargaining unit shall be posted for a period of seven (7) working days and open to application to bargaining unit employees prior to open advertising for new employees to fill the positions.

b) When ability and fitness are determined equal for positions and job openings covered in the bargaining unit, preference shall be given to the employee in the bargaining unit.

c) When an employee is retained in a vacancy or new position within the employee’s current department for a period consistent with the probationary period, then the employee shall be considered qualified and allocated to said position if the position continues to exist; otherwise, the employee shall return to the employee’s former position.

ARTICLE VIII – WAGES AND BENEFITS

Section 8.0

Retroactive and effective July 1, 2016, the base wages in effect on June 30, 2016 will be increased by 2.0%. Effective July 1, 2017, the base wages in effect on June 30, 2017 will be increased by 2.25%. Effective July 1, 2018, the base wages in effect on June 30, 2018 will be increased by 2.5%. The wage schedules are attached hereto as Schedules B, C, and D. For the 2019-20 Fiscal Year, this Agreement shall be subject to a reopening for wages only. Wage negotiations may be based in part on a salary survey. Such salary survey, if conducted, shall be undertaken with mutual cooperation and concurrence by the two (2) parties. In addition, all eligible employees will receive a step effective on their anniversary. As is the usual practice, all step increases are subject to successful evaluation including attendance and supervisor recommendation.

Section 8.1

An up-to-date job description shall be available to members of the bargaining unit upon request.

Section 8.2

An employee required to drive their own vehicle for Town business shall be compensated at the IRS rate as published on July 1 of each year.

Section 8.3

Public Works employees shall be provided uniforms and uniform replacements if these uniforms are required by the Town, to a maximum of Four Hundred Dollars ($400.00) per person per fiscal year. An annual list of all items covered and the estimated cost of same shall be provided by the Town and reviewed annually.
Section 8.4

Each employee shall receive $250.00 as additional compensation for each 10 years of service, each year, based upon a successful evaluation. Longevity and Bonus payments will be issued to qualifying members in the first month of the fiscal year. Length of service is determined by July 1st of each fiscal year.

10 years - $250.00
20 years - $500.00
30 years - $750.00

ARTICLE IX – INSURANCE

Section 9.0

The Town shall provide to the employee and his/her dependents the health insurance coverage within the “Anthem PPO” plan or the equivalent thereto. Employees shall be required to contribute, through periodic payroll deduction, 15% of the premiums for the level of health insurance elected (single, employee plus 1, dependents). Effective July 1, 2017, employees shall contribute 16% of the premiums for the level of health insurance elected (single, employee plus 1, dependents). Effective July 1, 2019, employees shall contribute 17% of the premiums for the level of health insurance elected (single, employee plus 1, dependents). Employees may also participate in pre-tax deductions as may be permitted under Section 125 of the IRS Code.

a) Effective July 1, 2007, the Town shall reimburse each employee up to $250 per calendar year toward the purchase of eyeglasses or contact lenses for the employee only. Effective July 1, 2007, the Town shall reimburse each employee up to $1,800, as a lifetime limit, toward the cost of laser corrective surgery for the employee only. Such reimbursement toward surgery will not pertain to any surgery that occurs within the same calendar year in which the employee has received any reimbursement from the Town toward eyeglasses or contact lenses. Employees shall not be reimbursed more than $1,800 in total during the employee’s service career in the Town for any such surgery. Once an employee has received any Town reimbursement toward any surgery, that employee shall not receive any reimbursement toward eyeglasses or contact lenses during the remainder of the employee’s service career in the Town. Employees shall not be reimbursed for any eyeglasses, contact lenses, or surgery referenced herein absent the submission of a statement for services rendered, including the date services were rendered, from an optician, optometrist, or other eye care physician.

b) Group life insurance based upon two (2) times the employee’s annual salary with double indemnity (employee only.)

c) Long term disability insurance plan (employee only).

d) Retired employees may purchase the Granby Employee Benefit Plan Medical Plan at their own expense under the Granby insurance group rate as long as their coverage is uninterrupted and does not cause adverse effect on the group’s experience as determined by the Town. If the insurance carrier rejects the continuance of any Granby retiree as a member of the Granby insurance group, the Town will not be held liable for continuing coverage in any other manner.

e) The Union agrees to work cooperatively with the Town in an effort to contain costs for insurance coverage wherever possible. The Union agrees to work cooperatively to provide managed care, which includes recommending to its member’s second opinions on all elective surgery and predetermination’s on insurance utilization.
f) WAIVER: The employee may elect to waive all group health insurance benefits and, in lieu thereof, be remunerated in the amount of not less than $1,500.00 per annum provided the employee was eligible for single coverage, in the amount of not less than $2,500.00 per annum provided the employee was eligible for employee plus one coverage, and in the amount of not less than $3,500.00 per annum provided the employee was eligible for family coverage. Such remuneration shall be paid retroactively to the employee on a pro rata basis twice per year, on or about December 1 and June 1. Employees electing this option shall be able to change their options on July 1 for any reason and not more than one time during each fiscal year, unless there has been a significant change to the employee’s circumstances such as divorce, death of a spouse, etc. which warrants such change in option. A request for change must be presented in writing to the Town Manager at least 60 days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of the waiver, coverage by the insurer shall be subject to regulations that may be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier. The Town may require written proof of alternative coverage by the employer and/or family as a precondition to the election of this option.

ARTICLE X – VACATION

Section 10.0

The employee’s anniversary date of hire will be used to determine the amount of vacation time due. Employees shall be entitled to vacations with pay at the employee’s base pay on the following basis:

a) Ten (10) days of vacation each year for employees with one (1) through five (5) years of full time service.

b) Fifteen (15) days of vacation for employees with five (5) years of full time service, but less than ten (10) years.

c) Twenty (20) days of vacation for employees with ten (10) years of full time service, but less than twenty (20) years.

d) One additional day of vacation for every 2 years after 10 years to 25 days at 20 years.

e) Not more than two (2) full-time library employees shall be allowed to be on vacation at the same time.

Section 10.1

In the event of an employee’s death, the employee’s pro-rata accumulated vacation pay will be paid to the employee’s beneficiary listed on Group Life Insurance Plan signed by the employee and on file with the Town at the time of death.

Section 10.2

Each employee shall be allowed to accumulate or bank up to twenty-five (25) vacation days, which are in addition to the vacation days allocated for the current year.

Section 10.3

a) Pro-rata accumulated vacation pay from the date of hire to the end of the preceding month shall be granted to an employee in the event the employee terminates service with the
Town, providing the employee gives the Town at least two (2) weeks advance written notice of said employee's desire to terminate.

b) In the event of more than five (5) days illness during an employee's vacation period, the employee shall be given an option of charging the sick days to the employee's sick leave, providing a doctor's certificate verifies illness, subject to the approval of the Town Manager.

Section 10.4

Vacations will be scheduled by mutual agreement between individual employees and their respective department heads. Requests for vacation must be made in writing two (2) weeks prior and is subject to approval by the Town Manager.

ARTICLE XI – LEAVE PROVISIONS

Section 11.0

Each employee shall be entitled to sick leave with full pay which shall accrue at the rate of one and one-quarter (1-1/4) working days per month, up to one hundred fifty (150) days. Each employee in the bargaining unit shall be notified of the employee's accumulated sick leave, by letter, within the first quarter of each fiscal year. Sick leave may be used in the event of personal illness or physical incapacity resulting from causes beyond the employee's control.

Section 11.1

If an employee is out of work for more than three (3) consecutive working days, the Town may require a physician's certificate as to the nature and disabling aspects of the illness or injury.

Section 11.2

Any employee, upon retirement, shall receive, on the basis of the employee's current wages, fifty (50) percent of any unused sick leave as severance pay.

Section 11.3

In the event of an employee's death, the employee's unused accumulated sick leave will be paid to the employee's beneficiary listed on the Group Life Insurance Plan signed by the employee and on file with the Town at the time of death.

Section 11.4

Upon termination of employment with the Town, an employee in good standing shall receive, on the basis of the employee's current wages, compensation for any unused accumulated sick leave up to a maximum of thirty (30) percent of the employee's accumulated sick leave.

Section 11.5

Up to three (3) days leave with pay shall be granted to an employee for death in the immediate family of the employee, or the immediate family of the employee's spouse. Immediate family for purposes of this clause is defined as: parents, grandparents, spouse, brother, sister, child, step relation, son-in-law, daughter-in-law, or grandchild, and any relation who is domiciled in the employee's household.
Section 11.6

Each bargaining unit employee may be granted up to four (4) days leave per year at the employee's current wage, provided any such day taken shall be for reasons of legitimate business (other than rest, relaxation, entertainment, other vacation pursuits, illness or injury) requiring the absence of the employee. Such leave shall be taken in segments of no less than one-half (1/2) day and shall be so charged.

Section 11.7

In exceptional cases, the Town may grant additional leave with pay. Requests for additional leave shall be in writing and must be signed by the employee.

Section 11.8

The Town shall strive, within budgetary limits, to provide for the professional development through related school and conferences for their employees. Upon approval of the Town Manager, employees enrolling in college level courses related to their professional employment within the Town at an accredited college/university shall be reimbursed for the cost of tuition and related fees or portion thereof, upon completion. Employees once paid may be subject to reimbursing the Town if employment is terminated within two years following payment by the Town.

ARTICLE XII – GRIEVANCE PROCEDURES

Section 12.0

A grievance is defined as a dispute which may arise between the parties concerning the application, meaning, or interpretation of a specific Article or Section of this Agreement, unless specifically excluded by this Agreement. All grievances shall be settled in the following manner:

a) Within ten (10) working days after occurrence, there shall be a meeting between the aggrieved employee, the Union representative and the immediate supervisor.

b) In the event there is no agreement in step (a) above, the matter will be discussed informally by the parties involved with the Town Manager within ten (10) working days after the meeting in step (a).

c) In the event there is no agreement in step (b) within ten (10) working days, the representative of the Union shall submit the grievance in writing to the Town Manager. The Town Manager and the representative of the Union will arrange a meeting for the purpose of discussing said matter within ten (10) working days from the date the grievance was submitted to the Town Manager.

d) In the event there is no settlement within thirty (30) days at step (c), the Union may, within thirty (30) days of the decision, submit said grievance to arbitration. Either party shall have the option to choose either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association; however, if either party chooses A.A.A., then the cost of the arbitrator shall be equally shared. The decision of the arbitrator(s) shall be final and binding.

e) Any arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of the Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.
Section 12.1

a) A representative shall be designated by the Union for the purpose of adjusting grievances, and shall be granted a reasonable amount of time without loss of pay.

b) The Union shall designate two (2) persons for the purposes of meeting with the Town in negotiations relating to any renewal or reopener under this contract. Said persons shall be granted a reasonable amount of time off, without loss of pay, to attend such negotiations if scheduled during their regular work period.

ARTICLE XIII – DISCIPLINARY PROCEDURES

Section 13.0

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

Section 13.1

The severity of the disciplinary action to be taken shall depend on the seriousness of the employee’s violation. Disciplinary action shall include, but shall not be limited to the following and need not follow this order depending on the seriousness of the infraction by the employee:

a) An oral warning
b) A written warning
c) Suspension with or without pay
d) Discharge

Section 13.2

Notification of all suspensions and discharges must be made in writing with reasons stated and a copy given to the employee within two (2) weeks from the time of suspension or discharge.

Section 13.3

The service record of an employee, disciplined under the provision of Section 13.1, a) and b), shall be cleared upon uncontested termination.

Section 13.4

The Town reserves the right to suspend an employee without a hearing provided that a hearing shall be given within fifteen (15) working days.

Section 13.5

The cumulative effects of any disciplinary action taken against an employee shall not be abated simply because the employee has appealed that decision unless the appeal has been restrained or a restraining order is issued against the Town prior to the second or further disciplinary breach.
ARTICLE XIV – RETIREMENT

Section 14.0

Retirement benefits shall be as provided by ordinance adopted November 10, 2003 and made supplemental to this Agreement. All new employees hired after October 18, 2000 are required to join the 401a defined contribution plan. Effective October 1, 2016, employees’ 401a pre-tax contributions shall be 8% and the employer match shall be 8%. Any employees contributing more than 8% pre-tax will continue with their current amount, except that the employer match will be 8%. Additionally, members may participate in the Town’s 457 Plan.

ARTICLE XV – SAVINGS CLAUSE

Section 15.0

If any Section, Sentence, Clause, or Phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby.

ARTICLE XVI – NON-DISCRIMINATION

Section 16.0

The Town and the Union mutually agree to treat all bargaining unit members equally and not to discriminate on the grounds of race, color, creed, religion, sex, national origin, age, physical or mental handicap.

Section 16.1

Nothing in this contract is intended to violate equal employment opportunity laws and regulations to which the Town and Union are subject.

ARTICLE XVII – NO SMOKING POLICY

Section 17.0

Employees of the Union shall follow a non-smoking policy. Each employee entering the Union shall agree to be a non-smoker.

Section 17.1

Employees shall be encouraged by the Union and the Town not to smoke. Such encouragement shall not be cause for any grievance under the terms of the Agreement.

ARTICLE XVIII – DURATION

Section 18.0

This Agreement shall be effective as of the 1st day of July 2016 and shall remain in full force and effect until the 30th day of June 2020. It shall automatically be continued from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the termination date (June 30, 2020) or an anniversary of the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date or an anniversary of the
termination date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 18.1

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. This Agreement shall not be terminated except with the mutual consent of both parties.

Section 18.2

This Agreement shall be suspended in the event that a State of Emergency is declared by the Town Manager and no provisions of this Agreement shall be in effect during said State of Emergency.

Section 18.3

Except for the Recognition Agreement dated March 21, 1980, this Agreement, upon ratification, supersedes and cancels all prior practices, memoranda, understandings and agreements, whether written or oral, unless expressly stated to the contrary and included in writing herein, and constitutes the complete and entire Agreement between the parties and concludes collective bargaining for this term.

IN WITNESS WHEREOF, the parties agree to the terms of this Agreement and have set their hand and seal this 20 day of SEPTEMBER, 2016.

TOWN OF GRANBY

Town Manager

Witness

GRANBY MUNICIPAL EMPLOYEES ASSOCIATION (GMEA), Local 399, Council #4 of the American Federation of State, County, and Municipal Employees, AFL-CIO

President

Witness

Council #4, AFSCME

Witness
SCHEDULE A

Administrative Assistant (Building, Planning, and Zoning)
Administrative Assistant to Dir. of Public Works (Recyc. Coord.)
Administrative Assistant (Recreation)
Assessor
Assistant Assessor
Building Official/Zoning Enforcement Officer
Children's Librarian
Collection of Revenue
Deputy Director of Operations
Director of Community Development
Director of Human Services
Direction of Library Services
Director of Public Works
Director of Recreation and Leisure Services
Head of Tech. Svcs. — Asst. Dir. of Library Services
Public Program & Outreach Coordinator
Town Clerk
# GMEA Employee Compensation Plan

**Effective Date - 7/1/16**

<table>
<thead>
<tr>
<th>Positions</th>
<th>Grade</th>
<th>Step A</th>
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<tr>
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* Denotes 40 hour work week
# GMEA Employee Compensation Plan

**Effective Date - 7/1/17**

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<tr>
<th>Positions</th>
<th>Grade</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
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* Denotes 40 hour work week
# GMEA Employee Compensation Plan

**Schedule D**

**Effective Date - 7/1/18**

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<th>Positions</th>
<th>Grade</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
<th>Step F</th>
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<td>Head of Tech. Svcs. - Asst. Dir. of Lib. Svcs.</td>
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* Denotes 40 hour work week