

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**the**

**Town of Trumbull**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Trumbull MATE  
Local 424 - Unit 7**

**July 1, 2023 through June 30, 2027**

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## **PREAMBLE**

It is the purpose of this Agreement to promote harmonious relationships between the Town of Trumbull, Connecticut and its employees in order that more efficient and progressive public service shall be rendered to the citizens of Trumbull.

## **ARTICLE 1 RECOGNITION**

Section 1.1 - The Town of Trumbull (hereinafter sometimes referred to as the "Town") agrees to recognize the United Public Service Employees Union ("UPSEU"), Local 424, Unit-7 (hereinafter referred to sometimes as the "Union") as the sole and exclusive bargaining agent of all classified, hourly employees as defined in Article 1, Section 2 hereof.

Section 1.2 - For purposes of this Agreement, the term employee as used herein shall apply to and include all classified, hourly employees scheduled to work twenty hours or more including: custodians; employees of the Planning and Zoning Department; Finance Department; Town Clerk's Office; Building Department; Engineering Department; Library; Purchasing Department; Assessor's Office; ; Sewer Department; Civil Service Department; Emergency Medical Service; Counseling Center; Technology Administrator; Senior Center; Health Department Social Services Department; Tax Collector's Office; Insurance Coordinator; Information Clerk; Police Department civilian employees including clerical; police dispatchers; and mechanics; Fire Marshal Department clerical; Recreation Department clerical; and Golf course mechanic and greensmen; but shall exclude all temporary and part-time employees, and supervisory employees with the authority to hire, promote, discharge, discipline or otherwise affect changes in the status of employees or effectively recommend such action and shall exclude such other employees as have been excluded by the State Board of Labor Relations in its respective certifications (ME-2982, dated March 19, 1975, ME-3048 dated April 1, 1975, ME-12,593 dated March 15, 1990, (CSBLR Decision No. 3422) and ME-24,670 (CSBLR Decision No. 3988).

## **ARTICLE 2 AGENCY FEES AND DUES CHECK OFF**

Section 2.1 - The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card a sum certified in writing by the Union as union dues. Such deductions shall be made each pay period from the payroll and the total deduction so made shall be mailed monthly to Local Treasurer of UPSEU Local 424-Unit 7 MATE, office. If the Town received notification from an employee that he or she wished to withdraw from membership of the Union, the Town will request that the employee contact the union prior to withdrawal.

**Section 2.2** -The Union agrees to hold the Town harmless against any claims arising out of, and under the provisions of Section 2.1 above.

## **ARTICLE 3** **VACATION LEAVE**

**Section 3.1** - Vacations shall be calculated on an anniversary date basis.

**Section 3.2** – Effective as of January 1, 2024, all full-time employees shall be granted and earn annual vacation leave as follows:

**Earned Vacation:**

Upon hire but less than 2 complete years of service	10 days
2 but less than 5 complete years of service	12 days
5 but less than 10-complete years of service	15 days
10 but less than 11 complete years of service	20 days
11 but less than 12 complete years of service	21 days
12 but less than 13 complete years of service	22 days
13 but less than 14 complete years of service	23 days
14 but less than 15 complete years of service	24 days
15 or more complete years of service	25 days

For payout purposes, vacation leave shall be prorated for any partial years of employment.

The ten (10) days of vacation granted to new hires upon hire shall not be eligible for carryover or payout.

**Section 3.3** - An employee who leaves the employ of the Town for any reason except for termination for just cause related to gross misconduct will be paid all earned vacation, provided said employee gives the Town two (2) weeks written notice of leaving Town employment. In the event that an employee should die, such payment in lieu of unused vacation leave shall be paid to the employee's surviving spouse or heirs or estate if there is no surviving spouse.

**Section 3.4** - If a holiday falls within an employee's vacation period, he/she shall be entitled to one (1) additional day of vacation.

**Section 3.5** - Permanent employees who regularly work twenty (20) or more hours shall be entitled to pro-rata vacation based on their scheduled work week.

**Section 3.6** - Voluntary accumulation of two weeks of vacation or three weeks of vacation with those employees with ten or more years of service may be allowed with

the approval of the department head. Accumulated time must be used the following year.

## **ARTICLE 4 SICK LEAVE**

**Section 4.1** - Full-time permanent employees shall be granted paid sick leave, to be used for bona fide illness or injury only on the basis of one day per month and such sick leave may be accumulated up to 180 days; provided, however, employees who as of October 1, 2005 have accumulated in excess of 180 days may continue to accumulate up to that amount accrued as of October 1, 2005, as they utilize sick leave during the year, unless the accumulation drops to 180 days, or below, then 180 shall become the maximum accumulation. Employees may use sick leave up to five (5) days per fiscal year for the illness/injury of the employee's spouse, child, stepchild, stepparent, mother, or father.

**Section 4.2** - Employees may be required to present a doctor's certificate for absences due to illness of four (4) consecutive work days or more. Certificates should be attached to the appropriate work record sheet. In the event of excessive absenteeism and/or patterns of absence, an employee may be required to provide a doctor's note for each absence, and at the Town's discretion, submit to a physical examination given by a doctor of the Town's choosing and may be subject to discipline.

**Section 4.3** - Sick leave shall not be granted in advance of its having been earned.

**Section 4.4** - No employee on paid sick leave from the Town shall engage in any other employment until he/she has returned to work for the Town. The First Selectman may waive, in writing, this Section in cases of hardship.

**Section 4.5** - If a holiday falls within an employee's paid sick leave period, such employee's sick leave account shall not be charged for that holiday, but the employee shall be paid for the holiday at his/her regular rate of compensation.

**Section 4.6** - Any employee hired on or prior to September 30, 2005 who terminates his/her employment with the Town following his/her early retirement date, as defined in Article II of the "Town of Trumbull Retirement Plan", adopted April 12, 1976, shall be eligible to receive payment for unused, accumulated sick leave. Such payment shall be made at the wage rate in effect on January 1 of the year in which the sick days were accumulated, up to a maximum of sixty (60) days.

If an employee has accumulated more than sixty (60) days, he/she will be eligible for payment, as set forth above, for the sixty (60) days most recently accumulated. In the event that an employee dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive said payment.

Section 4.7 -- Employees hired on or after October 1, 2005 shall receive payment of only up to a maximum of thirty (30) days. In the event that an employee dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive said payment.

Section 4.8 – Employees hired after November 1, 2013 who are at least 55 years of age with at least ten years of service shall be eligible to receive pay for up to twenty (20) days of sick leave upon separation of employment. In the event that an employee (if qualified) dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive said payment.

## **ARTICLE 5 OVERTIME**

Section 5.1 - Payment for hours actually worked over eight (8) in any work day and hours actually worked over forty (40) in any week shall be made at one and one-half (1-1/2) times the hourly rate of the employee except those employees who may be exempted under the federal Fair Labor Standards Act.

Section 5.2 - Except where Saturday is part of the regular work schedule, payment for time worked on Saturday shall be at one and one-half times the employee's hourly rate. If an employee is regularly scheduled to work on Saturday, the Union must be so notified in writing.

Section 5.3 - Except where Sunday is part of the regular work schedule, payment for time worked on Sunday shall be at two (2) times the employee's hourly rate. If an employee is regularly scheduled to work on Sunday, the Union must be so notified in writing.

Section 5.4 - Employees shall be required to work overtime in emergency situations. Any order-in within a department shall be by inverse seniority.

Civilian Dispatch: When a vacant bargaining unit dispatch shift occurs and there are no sworn personnel available on the shift on a straight time basis, then the civilian dispatchers will be called in to cover such overtime shift. Hours will be calculated on a calendar year basis. The eligible dispatcher with the lowest hours will be awarded first. If two dispatchers have identical number of overtime hours, seniority shall prevail. The VCS scheduling software will be utilized to fill dispatcher overtime. VCS software notifications will be sent to eligible dispatchers. Once the overtime opportunity is sent out via the VCS system, dispatchers will have fifteen (15) minutes to sign up before the shift is awarded. At the supervisor's discretion, overtime offers may be given additional award time. All overtime hours will be included in the calculation, with the exception of attendance at department approved training. Dispatchers off sick during their normal

shift will not be eligible for overtime for 24 hours from when they would have reported to work.

If an error occurs in the call-in process, the employee who missed the opportunity will receive compensatory time off equal to the lost overtime opportunity for the first two instances and thereafter, the employee will receive payment or comp time at the employee's option.

**Section 5.5** - Compensatory time may be substituted for overtime payment upon mutual agreement of the employee and his/her department head. Employees shall use compensatory time within thirty calendar days or it will be paid at the appropriate rate. The First Selectman may extend the thirty-day requirement for appropriate reasons. The amount of compensatory time due shall be computed as follows:

- 1) One and one-half (1-1/2) hours for each hour actually worked over eight (8) hours in any work day and forty (40) hours in any week;
- 2) One and one-half (1-1/2) hours for each hour worked on Saturday, except where Saturday is part of the regular work schedule;
- 3) Two (2) hours for each hour worked on Sundays, except where Sunday is part of the regular work schedule;
- 4) Two (2) hours for each hour worked on holidays. In addition, the employee shall receive his/her regular holiday pay.

## **ARTICLE 6** **BEREAVEMENT LEAVE**

**Section 6.1** - Each full-time permanent employee shall be granted five (5) paid days of bereavement leave for the death of the employee's spouse, child, stepchild, stepparent, mother or father.

**Section 6.2** - Each full-time permanent employee shall be granted three (3) paid days of bereavement leave for the death of the employee's sister, brother, grandchild, current mother-in-law, current father-in-law, current daughter-in-law, or current son-in-law.

**Section 6.3** - Each full-time permanent employee shall be granted one (1) paid day of bereavement leave for the death of the employee's grandmother, grandfather, niece, nephew, aunt, uncle, or current sister-in-law, or current brother-in-law.

## **ARTICLE 7 PERSONAL LEAVE**

Section 7.1 - Absences with pay up to three (3) days per calendar years starting in January 2024 to conduct personal business shall be granted providing it does not interfere with the operation of the department. Personal days may be added to the vacation period. Effective January 1, 2018, employees will be able to use personal leave through the end of the last full pay period of each calendar year. Effective January 1, 2018, employees shall be credited and use personal leave commencing the first full pay period of each calendar year thereafter. The Town will notify employees of the date that personal leave will expire.

Personal days shall be prorated during the first year of employment. Full time employees hired prior to April 30 of a given calendar year are entitled to three (3) personal days. Full time employees hired between May and August in a given calendar year are entitled to two (2) personal days. Employees hired between September and December are entitled to one (1) personal day. Such employees are then entitled to three (3) personal days on the first full pay period of the following calendar year. Seasonal, temporary, and part-time employees shall not be eligible for personal leave.

## **ARTICLE 8 JURY DUTY**

Section 8.1 - A full-time permanent employee required to be absent for compulsory jury duty shall receive his/her basic salary provided he/she returns to the Town any payment he/she shall receive for such service from other sources and provided:

- a) Such employee shall notify the department head immediately upon receipt of the jury duty questionnaire for consultation on his/her availability;
- b) Such employee shall notify the department head immediately upon receiving a call to jury duty; and
- c) If an employee is excused from jury duty with 4 or more hours remaining in the work day, the employee shall report to work.

## **ARTICLE 9 MILITARY LEAVE**

Section 9.1 - Any full-time permanent employee who serves in the Armed Forces Reserve Training Program or the State National Guard shall be granted leave with pay for fulfilling his/her duty obligation up to a maximum of fifteen (15) days per year. The combination of pay from the military and the Town shall not exceed the employee's regular base salary.

## **ARTICLE 10 HOLIDAYS**

**Section 10.1 - For full-time permanent and probationary employees, there shall be 14 recognized holidays as follows:**

New Year's Day	Independence Day
Labor Day	Columbus Day
President's Day	Good Friday
Veterans' Day	Memorial Day
Thanksgiving Day and	Christmas Day
Day After	Martin Luther King's Birthday
	Juneteenth

Plus a floating holiday to be established annually by the First Selectman or his or her designee, in consultation with the Union.

**Section 10.2 - Whenever a legal holiday falls on a Saturday, the previous Friday shall be granted. If a holiday falls on Sunday, the following Monday shall be granted.**

**Section 10.3 - Whenever an employee is required to work on a holiday recognized in this Agreement, compensation shall be at two (2) times the regular rate of pay, except when the provisions of Article 5, Section 5.5(4), supra, are invoked. In addition, the employee shall receive his/her regular holiday pay.**

## **ARTICLE 11 EXTENDED SICK LEAVE OF ABSENCE**

**Section 11.1 - In the event a full-time permanent employee is ill or disabled and has exhausted all his/her accumulated sick leave an extended leave of absence without pay may be granted for a period not to exceed one hundred and eighty (180) calendar days from the date his/her sick leave is exhausted. Determinations with regard to reinstatement of service date for employees whose absence extends beyond the aforementioned one hundred and eighty (180) calendar days will be made by the appointing authority.**

**Section 11.2 - Employees on an unpaid sick leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period, except as provided below.**

**Section 11.3 - Employees on sick leave of absence for any period exceeding thirty (30) days may maintain their pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the employee requesting in writing, in advance, the specific benefits to be continued, and paying to the Town in advance on a monthly basis the cost of said benefits. An employee's rights, if any, under the Family and Medical Leave Act shall be in addition to the foregoing.**

Section 11.4 - After fifteen (15) months of being out of work because of a work-related or non-work related injury, illness or disability, the Town shall have the right to separate the employee from his or her position. At the end of the fifteen-month period, the Town, the Union and the employee will meet to discuss the employee's status. If there is evidence that the employee will likely return to their position in the near future, not to exceed sixty (60) calendar days, then the employee will not be separated. Absent such evidence, the employee will be separated after the fifteen (15) month period. If the employee was extended after the 15 months and does not return before the period expires, the Town will have the absolute right to separate the employee and the separation will not be grievable or subject to any labor claim by the employee or the Union. The fifteen-month period will not be broken for periods of restricted or modified duty, or periods of less than four weeks (28 calendar days) of regular duty.

## **ARTICLE 12** **PERSONAL LEAVE OF ABSENCE**

Section 12.1 - Leaves of absence without pay may be granted for up to one hundred eighty (180) calendar days with the prior approval of the Director of Human Resources.

Section 12.2 - Personal leave of absence shall not be granted for taking or seeking other employment.

Section 12.3 - Employees on personal leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 12.4 - Employees on personal leave of absence for any period exceeding thirty (30) days may maintain their pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the employee requesting in writing, the specific benefits to be continued and paying to the Town on a monthly basis the cost of said benefits.

## **ARTICLE 13** **PENSION PLAN**

Section 13.1 - Benefits under the Pension Plan of the Town of Trumbull shall be as negotiated between the Town and the Union under a separate collective bargaining agreement. If the Town and any other Town bargaining unit, which is a party to the Town Pension Agreement, open pension negotiations, then the parties shall commence negotiations as well.

Covered employees shall contribute six percent (6%) toward the cost of the defined benefit pension plan.

Employees hired before November 1, 2013 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan) Section 13.1 above.

Employees hired on or after November 1, 2013, shall not be eligible to participate in the Town Defined Benefit Pension Plan; rather they shall be eligible to participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan). The Town will contribute in the Defined Contribution Plan seven percent (7%) of the employee's annual base salary.

- Employee participation is mandatory
- Employees must contribute seven percent (7%).
- Vesting of Employer contributions shall be as follows:

Year 1 =20%  
Year 2 =40%  
Year 3 =60%  
Year 4 = 80%  
Year 5 = 100%

The Town shall provide a written yearly update to the Union regarding employee vesting in the Defined Contribution Plan. The Town will provide written notice to an affected employee any time there is a Town-made manual adjustment to the employee's vesting.

- No Personal Loans
- Normal Retirement Age 62
- All other terms as per the Town's DC Plan dated 2-15-2012 except employee and town contributions shall start upon hire.

The Town will provide the union with at least one hundred twenty (120) days' notice of any change to the plan administrator and allow the union the opportunity to discuss the change.

## ARTICLE 14 UNION ACTIVITIES

Section 14.1 - Reasonable time off shall be granted to not more than three (3) employees of the negotiating committee for purposes of negotiating a contract when such meetings take place during normal working hours and operations are not hampered.

Section 14.2 - Union officers, or if said officers are unavailable, their duly appointed alternates, shall be allowed a reasonable time off for processing Union grievances or attending to other Union business without loss of pay, provided that such time off is recorded on the employee's time record. When processing grievances, Union officers or their duly appointed alternates shall notify their supervisor before conducting Union business, and shall notify their supervisor when they have completed their Union business. Before contacting the aggrieved employee, they shall obtain the permission of the department supervisor. Said permission shall not be unreasonably withheld.

**Section 14.3 -** Up to three (3) members of the Union may be granted leaves of absence from duty without pay to attend conventions, or other Union business provided said employee shall not be entitled to reimbursement by the Town for any expenses incurred in connection therewith.

## **ARTICLE 15** **GRIEVANCE PROCEDURE**

**Section 15.1 -** In the event that a difference arises between the Town, the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the following procedures, which must be followed. This procedure is established to permit prompt discussion and resolution of employee grievances and shall be the sole means of resolving disputes between the Town and the Union.

**Section 15.2 -** Grievances shall be processed according to the following steps:

- a) **Step 1:** Any Employee having a grievance shall present such grievance in writing, setting forth the nature of the grievance to his/her Department Head with his/her Union representative within five (5) working days of the grievance occurrence. The Department Head or his/her designee shall meet with representatives of the Union and the grievant within nine (9) working days for the purpose of adjusting or resolving said grievance. The Department Head will provide a written response within seven (7) working days following the meeting. Working days, as referred herein, shall mean Monday through Friday
- b) **Step 2:** If such grievance is not resolved to the satisfaction of the Union by the Department Head within seven (7) working days after such meeting, the Union may present such grievance in writing within seven (7) working days thereafter to the Director of Human Resources or his/her designated representative. Within nine (9) working days after the Director of Human Resources receives such grievance, then he/she or his/her designated representative shall arrange to, and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- c) **Step 3:** If the grievance is not resolved to the satisfaction of the Union by the First Selectman or his/her designated representative within seven (7) working days after such meeting, the Union may, within ten (10) working days thereafter, submit the dispute to the Connecticut State Board of Mediation and Arbitration, to provide arbitration service, and shall simultaneously notify the Town that it has submitted the grievance to arbitration. The decision of the arbitration panel shall be final and binding on both parties.

**Section 15.3 -** Steps 1 and/or 2 of the grievance procedure and the time limits therein may be waived by mutual agreement of the parties.

Section 15.4 - Each party shall be liable for its own share of expense, and any general expense of the arbitration not applicable to either party shall be mutually shared by both parties.

Section 15.5 - The arbitrator shall have no right to amend, alter, add to or subtract from the terms of this Agreement.

Section 15.6 - The mediation services of the State Board of Mediation and Arbitration may be utilized at any time both parties so desire.

Section 15.7 - Either party shall have the right to employ a public stenographer at its own expense or use a mechanical recording device at any step in the procedure provided the other party is notified in advance.

Section 15.8 - Employees and the Union shall have the right and choice of a representative whenever desired by either the individual employee or the Union at their own expense. The Town shall have the right and choice of a representative whenever desired at its own expense.

Section 15.9 - By mutual agreement, the parties may agree to extend the time limits on this procedure. Such agreement shall be reduced to writing.

## **ARTICLE 16 BULLETIN BOARDS**

Section 16.1 - The Town shall supply one (1) bulletin board in each major facility where Union members are located, each location subject to the approval of the Town, and the use of said bulletin boards shall be limited to official Union business.

Section 16.2 - The Union agrees to furnish the Town with a copy of posting twenty-four (24) hours in advance of the date of posting, wherever practical.

Section 16.2 - The Union agrees to furnish the Town a copy of the posting, in advance of the dates of posting, whenever practical.

## **ARTICLE 17 LONGEVITY PAY**

Section 17.1 - Longevity pay shall be as follows:

- (a) Ten (10) years of service ..... \$200
- (b) Fifteen (15) years of service ..... \$425
- (c) Years of service shall be based upon and computed from the individual member's date of continuous employment with the Town.

Employees hired on or after October 1, 1999 shall not be eligible for longevity pay.

**Section 17.2** - Longevity payments shall be made on the first pay date in December. In the event an employee in good standing terminates his/her employment prior to the pay date but is eligible for longevity, the employee, surviving spouse, or his/her estate, as the case may be, shall receive the payment on the first pay date in December.

## **ARTICLE 18** **MISCELLANEOUS**

**Section 18.1** - If the Chief determines that a given civilian employee is required to wear a uniform, then the Town shall provide uniforms to new civilian members of the Police Department in accordance with the following list:

- three (3) summer shirts
- three (3) pairs of slacks
- three (3) winter shirts
- one (1) pair of shoes
- one (1) sweater

The Town shall replace the above items on an as needed basis.

**Section 18.2** - The Town shall provide to those employees required to wear safety shoes and/or protective equipment a voucher each fiscal year in the amount of \$175.00 to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes and/or protective equipment.

**Section 18.3** - All information on employee transfers, promotions, or job changes shall be furnished to the Union. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination/resignation of the employee within ten (10) working days. The Town shall provide the Union copies of all bargaining unit job descriptions on or before July 18th of each year.

**Section 18.4** - The Town shall post a copy of this Agreement on the Town's website. The Town shall also furnish all employees with copies of the Pension and Medical Plans. Employees may, upon request, obtain a copy of these documents from Human Resources.

**Section 18.5** - If an Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the remaining provisions of this Agreement.

**Section 18.6** - There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

**Section 18.7** - If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 18.8 - When an employee is required to use his/her own vehicle to perform Town business, he/she shall be reimbursed at the current IRS rate.

Section 18.9 - The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union Business Representative will report to the Department Head before talking to bargaining unit members.

Section 18.10 - Any employee who is required by the Town to attend any training or conferences shall be reimbursed for enrollment fees, meals (where applicable), travel, and lodging (where applicable) in accordance with current Town policy.

Section 18.11 - If Town Hall is closed for up to seven (7) calendar days due to a storm, or other unforeseen circumstances essential town employees who are required to work will be paid time and a half their regular rate for all hours worked when Town Hall is closed. In the event of closure beyond this timeframe, the parties will bargain compensation and other impacts.

Section 18.12 - Effective June 30, 2018, the Town will have the right to implement biweekly pay. Notwithstanding any provisions to the contrary, deductions will be made on a bi-weekly basis.

Section 18.13 - Effective upon signing, all employees shall be required to deposit their check via direct deposit with email notification of the deposit advice.

Section 18.14 - Each employee will work an assigned work schedule. The Town may, where service to the public is involved, modify the work schedule up to a half hour at the start or end of the employee's shift. The Town agrees to provide thirty (30) days advance notice as to the length of time anticipated to the impacted employee and the Union. Such modifications shall not be arbitrary or capricious.

Section 18.15 - Conferences: When employees are scheduled for mandatory training/conferences, in the event overtime is generated, the employee may elect overtime or compensatory time as permitted in the contract. In the event the employee is scheduled to attend voluntary or elective training/conferences then the Town shall have the right to adjust work schedules to minimize overtime and if any overtime is generated, the Town shall have the right to designate it as compensatory time.

Section 18.16 Educational Reimbursement – Any employee taking college, technical and/or university course(s) which, on the recommendation of the Department Head and approval of the Director of Human Resources or designee, directly relates to the assignments of the employee or potential for promotion within the Town may receive up to \$1,000 per semester per employee reimbursement provided the employee receives a 3.0 grade point average of "B" or better in approved undergraduate or graduate course, or a passing mark if no letter grade is utilized. The Town shall set aside three thousand dollars (\$3,000) per contract year to fund this Article for the

members of the Union. All monies not used by the end of the contract year will automatically revert back to the general funds of the Town. It shall be the responsibility of the Union to determine protocols associated with this reimbursement program and to notify the Director of Human Resources the identity of recipient(s) and amount to be reimbursed.

**Section 18.17- Work Schedule:** The work schedule and shifts for the Civilian Dispatchers will be 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m., 12:00 a.m. to 8:00 a.m. Monday through Friday. The parties agree to re-open the contract to discuss the issue of complete civilianization of Police Dispatch at the request of the Town.

**Section 18.18 -** The Police Chief or his designee will determine the criteria for being qualified as a dispatcher trainer, and post to determine if there are any volunteers interested in training who meet the criteria.

The voluntary list will run from July 1 to June 30 of each year. An employee may request to be removed from the list at any time. If an employee wishes to be added to the list after the start of the year and the Chief determines they are qualified for the assignment, he/she shall be added to the list and be considered depending on availability and operation needs of the department.

For each person to be trained, the Chief or his designee will determine who is best qualified to provide the training based on their skills, availability and operational needs. When the training needs generate overtime, the parties understand that equalization of such overtime among those on the approved training list is not feasible; however, the Chief recognizes that the department will make some effort to distribute the overtime among those expressing interest.

Absent qualified volunteers, the Chief may order a dispatcher to conduct training.

Dispatchers shall be compensated a premium of two (\$2.00) dollars for each hour they are conducting training.

The Chief shall have the right to determine whether civilian dispatchers or sworn police officers are utilized as trainers.

## **ARTICLE 19** **PRIOR BENEFITS AND PRACTICES**

**Section 19.1 -** Any job benefits or work practices existing prior to the date of this Agreement, which were the subject of any written memoranda or directives issued by the Town and which are not specifically provided for or abridged in this Agreement are hereby protected by this contract. This provision shall not preclude the right of the Town to make reasonable changes in such work practices and job benefits, provided that no such change will be made for the purpose of undermining the Union; and provided that the Town will give reasonable notice to the Union in advance of implementing such

change. The Union may within five (5) working days of such notice request a meeting with the Town for the purpose of discussing such change.

## **ARTICLE 20 PROBATIONARY, TEMPORARY & PART-TIME EMPLOYEES**

Section 20.1 - There shall be a working test period for new hires which shall be an extension of the Civil Service examination process; therefore, a determination of unsatisfactory performance during a working test period shall be tantamount to a failure of the competitive examination during which period the employee may be terminated with or without cause and without recourse to the grievance procedure. The working test period shall be up to one hundred eighty (180) calendar days. During this period, the employee will receive up to three evaluations, typically every two months in duration. The change in the probationary period shall not apply to individuals on probation at the time of signing.

The working test period set forth above shall be counted as part of the employee's seniority after the employee is considered permanent.

Section 20.2 - A temporary employee is one who:

- a) is hired for seasonal work whose duration of continuous employment shall not exceed 120 days; or b) is hired on a provisional basis whose duration of continuous employment shall not exceed 90 days; or
- b) is hired on a provisional basis whose duration of continuous employment shall not exceed 90 days; or
- c) is hired on a substitute basis, to replace an employee on a leave of absence or on a workers' disability leave, whose duration of continuous employment shall not exceed six (6) months.

The above shall not be used to undermine the Union.

Section 20.3 - A part-time employee is one who is hired to work a regular schedule of less than twenty (20) hours per week. Said part-timers shall not be used to undermine the Union.

## **ARTICLE 21 SENIORITY**

Section 21.1 - An employee's seniority shall be determined by the length of continuous service with the Town from the day the employee started work on a full-time basis (completion of the probationary period as defined in Section 20.1) and shall accumulate from that time for the duration of employment.

Section 21.2 - An employee shall lose his/her seniority if he/she:

- a) quits, resigns, or is discharged for cause;
- b) is absent from work five (5) consecutive days without notifying his/her supervisor or without satisfactory reason;
- c) exceeds a leave of absence without satisfactory reason or explanation;
- d) fails to report to work from layoff within ten (10) working days after receipt of notice of recall by registered mail. For purposes of compliance, the Town may rely on the last address furnished to it by the employee. Extenuating circumstances shall be considered when applying this section;
- e) accepts employment elsewhere while on leave of absence;
- f) fails to return from a maternity leave.

**Section 21.3** - The Town shall prepare a list of employees represented by the Union showing their time of service with the Town, their job classification, rate of pay, increment step and deliver same, upon request once each year to the Union. When a new employee has been placed on the payroll, the Town shall apprise the Union, in writing, of the name, date of hire, job classification, work email, and rate of pay of the employee and provide access of the employee to the Union, in accordance with Public Act 21-25.

**Section 21.4** -If a reduction in the number of employees is required, the Town shall notify the Union of the position(s) to be eliminated and negotiate the impact thereof. The Union may request a meeting to discuss the layoff; however, such meeting will not delay the effective date of the layoffs(s) or the process contained herein. Vacant position in the bargaining unit that the employee is qualified for shall be filled before any bumping can occur. In order to determine that the person is qualified and has the ability to perform the job, the employee must possess the qualifications of the job description. If there is more than one position eliminated, employees will choose from vacant positions for which they are qualified, in order of seniority, from most senior to least.

In the event there are no vacancies, the employee in the position designated for elimination shall then have the right to replace (bump) the least senior employee in the same wage grade (or lower, if none available), providing he/she is qualified and can perform the job.

The bumped employee may then bump a less senior employee in a lower wage grade providing he/she is qualified and can perform the job.

In the event the department has concerns about the employee's abilities, evaluations shall be given at the end of two (2) weeks from start date of the new position, and again at thirty

(30) days, between the Union, the Supervisor and the employee, to identify any issues/concerns with job performance. In the event that an employee is unable to perform the job duties after a period of forty-five (45) days, said employee shall be laid off. An employee shall retain his/her seniority status and right to recall for two (2) years following the date of layoff. Seniority shall accrue during this period in which the employee has recall rights.

The salary of the bumping employee (or employee slotted for layoff who fills a vacant position) shall be at the same step level (as they were in their eliminated position), in the existing wage grade for their new position.

Bumped employees who are ultimately laid off shall retain his/her seniority status and right to recall for two (2) years following the date of layoff.

Section 21.5 -Recall of laid off employees shall be in inverse order of layoff, with the most senior called back first, provided the open position is at the same wage grade or lower than the recalled employee had at the time of layoff. Transfer rules under the Civil Service Rules and Regulations shall apply prior to any recall.

Determinations of "qualified" as contained herein shall be possessing the qualifications of the applicable job description. In the event the department has concerns about a recalled employee's abilities, evaluations shall be given at the end of two (2) weeks from start date of the new position, and again at thirty (30) days, between the Union, the Supervisor and the employee, to identify any issues/concerns with job performance. In the event that an employee is unable to perform the job duties after a period of forty-five (45) days, said employee shall again be laid off.

If a laid off employee is not qualified for a vacant position per the definition above, or if ineligible for a particular vacant position because of a reason such as (but not limited to) background checks for Police Department positions, they shall remain on the recall list until further positions become available, for two (2) years following the initial layoff. Seniority shall accrue during this period in which the employee has recall rights.

Section 21.6 - Employees shall be given at least two (2) weeks notice that they are to be laid off and shall receive two (2) weeks severance pay. Severance shall only be paid once per employee within a one-year period.

Section 21.7 -No employee shall be permanently transferred to a position outside of the bargaining unit without the employee's agreement, but this shall not preclude layoff of the employee.

Section 21.8 - Any laid off employee shall not be entitled to any benefits while in layoff status, unless said employee becomes entitled to retire during their period of recall, in which case the employee shall be entitled to retire pursuant to the collective bargaining agreement.

Section 21.9 - The Town will provide a copy of the eligibility list for each union position within five (5) days of said request.

## **ARTICLE 22 JOB CLASSIFICATIONS**

**Section 22.1** - Schedules showing the bargaining unit positions and their wage groups for the period from July 1, 2023 through June 30, 2027 shall be attached hereto and made a part of this Agreement as Appendix B.

**Section 22.2** - New employees shall normally be placed on the first step of the wage schedule within the wage group for their position. The Town may, with union approval, place an employee above Step 1 when it determines recruitment demands, time already served with the Town or experience necessitate a higher salary placement. Such approval shall not be unreasonably withheld.

**Section 22.3** - Employees promoted as the result of a Civil Service examination shall be placed on the step in the higher classification that is closest to, but not less than 4.3% higher than their current rate of pay.

**Section 22.4** - In accordance with MERA, if either the Town or the Union wish to negotiate changes to job classifications and/or compensation, the Director of Human Resources, the Union President/designee, and the UPSEU Labor Relations Representative will bargain over such mandatory subjects.

## **ARTICLE 23 RESIDENCY**

**Section 23.1** - Members of the bargaining unit shall not be required to be residents of the Town of Trumbull for purposes of maintaining their employment.

## **ARTICLE 24 CALLBACK PAY**

**Section 24.1** - Any employee who is called back to perform work after the regular work day shall be guaranteed a minimum of no less than three (3) hours of work or pay at the current applicable premium hourly rate.

## **ARTICLE 25 DISCIPLINARY PROCEDURES/PERSONNEL RECORDS**

**Section 25.1** - All members of the bargaining unit shall have the right to Union representation, if they choose, whenever any department head requires such members to attend any conference which could result in disciplinary action against them.

**Section 25.2** - Any disciplinary action (i.e. verbal warning, written warning, suspension, termination) may be appealed through the Grievance Procedure of this Agreement. Such appeal shall be at the next higher step of the disciplinary authority. Any written documentation intended as Counseling shall be clearly identified as such and provided

to the employee and the Union President. Counseling is not considered discipline, and its purpose is to put the employee on notice of expectations.

**Section 25.3** - No employee shall be discharged or otherwise disciplined without just cause. All disciplinary action, including discharge shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is applied.

**Section 25.4** - The service record of an employee disciplined under the provisions of this article shall not be used for purposes of progressive discipline in any future discipline or personnel matters after one (1) year for warnings and three (3) years for suspensions if they have not been disciplined for the same offense during that period of time.

**Section 25.5** - Each employee shall have the right to review his/her personnel file upon request with the personnel manager. The Town shall provide one copy per year to each employee upon request, of the contents of his/her personnel file at no cost to the employee. If an employee disagrees with any item in his/her personnel file, the employee may submit a written reply which shall be attached to the objectionable item. Only disciplinary action which is in the employee's personnel file or of which he/she is otherwise aware, may be used for progressive disciplinary purposes.

**Section 25.6** - Each employee upon his/her request will be given copies of any evaluation reports or any other data or documents placed in the employee's personnel file.

## **ARTICLE 26** **WAGES AND BENEFITS**

**Section 26.1** - The wage schedule shall be attached hereto as Appendix A and made a part hereof.

- (a) Effective and retroactive to) July 1, 2023, the wage schedule then currently in effect shall be increased by 2.35% percent.
- (b) Effective July 1 , 2024, the wage schedule then currently in effect shall be increased by three (3.00%) percent.
- (c) Effective July 1, 2025, the wage schedule then currently in effect shall be increased by two and three quarter (2.75%) percent.
- (d) Effective July 1, 2026, the wage schedule the currently in effect shall be increased by two and three quarter (2.75%) percent.

**Section 26.2** -  
Employees not already at the top step shall advance one step on their anniversary date.

**Section 26.3** - In addition to the wages in the Schedules attached hereto, any employee whose shift begins after 3:00 p.m. shall receive \$.75 per hour. Effective upon ratification, the shift differential contained herein shall be increased by one (\$1.00) dollar per hour.

**Section 26.4** - Full-time permanent employees and their dependents shall be provided the following types of insurances:

- A) The Town will provide health insurance to eligible employees and their eligible dependents as provided for in the State Partnership Plan 2.0 (See Appendix C). The health benefits shall be those exclusively provided under the State Partnership Plan for health, pharmacy, vision and dental coverages. (Dental Coverage \$1,500 Annual Maximum Plan with the option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including the penalties for non-compliance resulting in deductibles and premium penalties. Coverage eligibility for employees and eligible dependents shall be as determined by the State of CT as the administrator of the Plan.
- B) The Town shall have the unilateral right to withdraw from the State Partnership Plan. In the event the Town elects to withdraw, it shall notify the Unions of its decision as soon as possible. Penalties accessed by the State resulting from the Town's decision to withdraw from the state Partnership Plan shall be the responsibility of the Town. The Unions agree to negotiate on a coalition basis over the health benefits plan. The employee medical contribution rate shall also be the subject to negotiations upon withdrawal but shall not be conducted on a coalition basis. In the event an agreement is not reached within forty-five (45) days from said notice, the parties agree to proceed immediately to binding arbitration. The arbitration shall be a "one issue" arbitration with the Town and the Coalition each submitting their proposal for the medical plan design. The parties agree to make their best efforts to expedite the process to ensure a decision within sixty (60) day of the expiration of the forty-five (45) day window for negotiations.
- C) The Unions may, if there is a substantial change in the State Partnership Plan 2.0 benefits, request bargaining over a substitute plan. In order to make such a request, it must be made by at least a majority of the Town unions representing at least fifty (50) percent of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. Such demand to bargain over a substitute plan of benefits shall be made within thirty (30) days of such change. If the request to bargain is not made within thirty (30) days, then the Plan will remain with the changes. If bargaining occurs, it shall be the process as outlined above. The eligibility for retiree coverage in the Police contract shall not be the subject of the reopener in the event there is a withdrawal from the State Partnership plan. The retiree plan of benefits shall be as determined in the Collective Bargaining Agreement.
- D) Effective July 1, 2022, employee shall contribute sixteen and a half percent (16.5%) toward the cost of their health insurance. Effective July 1, 2024, employees shall contribute 17%. Effective July 1, 2025, employees shall contribute 17.5%.

E) Life insurance -\$25,000.00; effective June 1, 2014, \$30,000.00 of life insurance subject to the terms of the policy. Employees may purchase excess coverage.

F) Employee Accidental Death and Dismemberment \$25,000.00;

G) The Town shall provide, at no expense to employee's disability insurance which will provide sixty-six and two-third percent (66.66%) replacement income for twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury. The following shall apply for purposes of the interpretation and application of the above referenced 26.4(g):

1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the Town and from engaging in other gainful employment. Notwithstanding, the employee may earn an amount not to exceed the differential between his/her normal rate of pay and the 66-2/3% salary continuation provided for hereunder.

(a) \* Employees are entitled to disability leave up to six (6) weeks maximum for the birth of a child. Medical documentation of the pregnancy will be required. The 15 work day waiting period will be waived. Up to two weeks of this time may be used prior to the birth.

(b) \* If the employee qualifies for disability under paragraph 1 above in connection with the pregnancy/birth, medical documentation will be required, and the 15 work day waiting period will be waived. The six (6) weeks will be charged against the allowed 26 week disability.

As of January 1, 2024\*

2. There shall be a fifteen (15) work day waiting period. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the 15-day period. During the 15-day waiting period, employees may utilize any accrued paid leave such as sick leave, vacation or personal days and/or compensatory time. The STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.

3. The maximum duration of the disability period shall be 26 weeks. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.

4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.

5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send the employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employees' physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.

6. Employees shall be entitled to one disability leave of absence per occurrence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same occurrence needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure set forth in paragraph 5, at the Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3rd of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out disability:

- A. Shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.
- B. Employee will not be denied earning normal personal time provided under contract.
- C. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.

D. The Employee will accrue one (1) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.

8. The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.

9. A. Union dues and all other legal deductions shall continue during the disability period.

B. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.

10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability. For example, if they were contributing 1 % of their annual salary towards medical insurance, they will contribute 1 % computed at their disability salary (66.6%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

Section 26.5 - The Town shall provide the insurances listed above provided, however that the Town may substitute for said insurances any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurances and provided further that in determining whether or not a plan is "equal to or better than", reliability and reputation for prompt payment shall be considered.

In the event the Union objects to the substitution of a plan for said insurances, then before making such substitution, the Town shall file a written request, with notice to the Union, that the American Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than" said insurance. The burden of proof shall be on the Town. Notwithstanding, the requirements in this section shall not apply until the Town is no longer participating in the State of Connecticut Partnership Plan and negotiations over the change have occurred pursuant to the Side Agreement dated May 5, 2016.

Section 26.6 - Upon retirement from the Town of Trumbull, employees may elect to purchase, at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at the Town's group rate. Employees so electing shall make payment for said insurances in the manner specified by the Town. Employees must be between the ages of sixty-two and sixty-four, inclusive, in order to purchase such benefits. Upon reaching Medicare age the employee shall be entitled to purchase through the Town's group rate Medicare Supplemental insurance and supplemental drug rider.

**Section 26.7 -**

- (a) Notice of intent to elect and re-elect the waiver must be filed with Human Resources/Civil Service Department by the end of Open enrollment. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance if they experience a qualifying event. Employees must notify Human Resources at least thirty (30) days prior to the first of the month in which medical coverage will resume. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a qualifying event.
- (b) An Employee may not receive compensation for waiving group health coverage if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan. This waiver option is not available to any employee whose alternative coverage does not meet the standards of the ACA. The employee seeking the waiver must show proof of the components of the alternate plan.
- (c) Effective July 1, 2014 the payment for waiving coverage will be discontinued except for those who were grandfathered under the MOU dated June 28, 2018.

**ARTICLE 27  
JOB POSTING**

**Section 27.1 -** Job postings shall be available to employees through the Town's applicant tracking system. The recruitment, testing and selection shall be done pursuant to the Civil Service Rules and Regulations.

**ARTICLE 28  
HOURS OF WORK**

**Section 28.1 -** There shall be a thirty-five (35) hour work week for full-time employees of the following departments:

- a) Social Services
- b) Town Hall clericals
- c) Counseling Center clerical workers
- d) Police Department clerical workers excluding the Administrative Assistant in the Detective Bureau
- e) EMS clerical workers
- f) Library
- g) Health (not Sanitarian)
- h) Nursing Administration

**Section 28.2 -** There shall be a forty (40) hour week for full-time employees of the following departments:

- a) Counseling Center counselors
- b) Engineering (except clerical)
- c) Sewer Department (except clerical)
- d) Custodians
- e) Police Department dispatchers, and mechanics
- f) Computer Center/Information Services
- g) Planning and Zoning (except clerical)
- h) Golf Course
- i) Building Inspectors
- j) Administrative Assistant in Detective Bureau
- k) Health (Sanitarian)

**Section 28.3** - The parties may reopen the contract to negotiate over teleworking and/or a modified workweek resulting in an increase in the number of hours of work Monday through Thursday and a reduction in the number of hours on Friday. This reopeners covers all ancillary provisions related to the schedule change.

### **ARTICLE 29 WORKING OUT OF CLASSIFICATION**

**Section 29.1** - Any employee who is temporarily assigned to perform the duties of a job in a higher wage group at the direction of the First Selectman or his/her designee, shall receive in compensation an additional ten percent (10%) of his/her hourly rate beginning with the first day worked in the higher classification. If the temporary assignment exceeds two weeks, the parties shall meet to bargain such issues as duration and compensation. In the event an employee is assigned to act or is provisionally assigned to a position outside the bargaining unit, the parties will negotiate the impact of the assignment. In no case shall this amount be more than the salary of the individual who is being replaced. No employee shall be required to work in a higher classification unless the employee agrees to do so; however, the Town may require, in an emergency, that the employee perform the higher classification work.

### **ARTICLE 30 NO STRIKE NO LOCKOUT**

**Section 30.1** - During the life of this Agreement, there shall be no strike, slowdown, stoppage, or curtailment of work nor shall there be any lockout by the Town in any part of the Town's operation.

### **ARTICLE 31 NO DISCRIMINATION**

**Section 31.1** - Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, creed, color, national origin, disability, political affiliation, sex, age, marital status, ancestry, sexual orientation, genetic information, or union membership.

## **ARTICLE 32 ALTERATION OF AGREEMENT**

**Section 32.1** - No Agreement alteration, understanding, variation, waiver, or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Town or its representatives 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. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

## **ARTICLE 33 MANAGEMENT RIGHTS**

**Section 33.1** - There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers; and authority.

The Union recognizes the Town's rights to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decision on all matters involving its operation, the extent to which facilities of any department thereof shall be operated, additions thereto, replacement, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production; to run the department efficiently; and, to privatize or subcontract bargaining unit work provided it negotiates the impact with the Union, and no bargaining unit position existing as of October 1, 2001 is eliminated or lost as a result thereof.

## **ARTICLE 34 SAFETY AND HEALTH**

**Section 34.1** - The Town and Union desire to maintain safe working conditions. To that end, the Town shall take the following steps. Safety concerns will be submitted, in writing, to the employee's immediate supervisor and/or department head for discussion, copied to Human Resources. The supervisor or department head will meet as soon as practical to discuss the issue but no later than five working days unless otherwise mutually agreed. The manager or department will provide a written response to the issue not later than ten (10) working days after the meeting. Employees may also seek to have the item discussed at the Town's Safety Committee meeting. The

Town will post the members of the Safety Committee, its meeting schedule and minutes.

### ARTICLE 35 EFFECTIVE DATE AND REOPENING CLAUSE

Section 35.1 - This Agreement shall become effective upon Signing by the parties, except for provisions with specific retroactive or effective dates. This Agreement shall remain in effect until June 30, 2027, and shall be amended pursuant to the Municipal Employee Relations Act.

Section 35.2 - No earlier than January 1, 2027 and no later than March 1, 2027, either party may give notice to the other of its intention to change or terminate this Agreement.

Dated at Trumbull, Connecticut this 12<sup>th</sup> day of November, 2024

TOWN OF TRUMBULL

Vicki A. Tesoro 11/12/2024  
Vicki A. Tesoro  
First Selectman

Thomas McCarthy 11/12/2024  
Thomas McCarthy  
Director of Labor Relations

UPSEU LOCAL 424, UNIT - 7

Coleen Fitch 11/12/24  
Coleen Fitch  
President

Kevin E. Boyle  
Kevin E. Boyle  
UPSEU President

**APPENDIX A WAGE SCHEDULE**

**7/1/2023-6/30/2024**

**Retro 2.35%**

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5
BB	21.9909	23.0386	24.0488	25.0843	26.2443
C	23.3629	24.3733	25.5083	26.6559	27.8659
CC	24.3108	25.4212	26.5936	27.7786	29.0137
D	25.5335	26.7060	27.8908	29.1882	30.5205
DD	27.0427	28.2399	29.5123	30.8594	32.2316
E	28.3648	29.6372	30.9841	32.3813	33.8282
EE	29.7369	31.0592	32.4687	33.9032	35.4499
F	31.1590	32.6057	34.0402	35.5494	37.1961
FF	32.3813	33.8033	35.3376	36.9466	38.6182
G	34.0028	35.5247	37.1212	38.8052	40.5140
GG	35.5870	37.1961	38.9049	40.6387	42.4724
H	37.3459	39.0795	40.7884	42.6346	44.5930
HH	39.2544	41.0256	42.8714	44.8050	46.8132

**APPENDIX A WAGE SCHEDULE**

**7/1/2024-6/30/2025**

**3%**

<b>Wage Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
BB	22.6506	23.7298	24.7703	25.8368	27.0316
C	24.0638	25.1045	26.2735	27.4556	28.7019
CC	25.0401	26.1838	27.3914	28.6120	29.8841
D	26.2995	27.5072	28.7275	30.0638	31.4361
DD	27.8540	29.0871	30.3977	31.7852	33.1985
E	29.2157	30.5263	31.9136	33.3527	34.8430
EE	30.6290	31.9910	33.4428	34.9203	36.5134
F	32.0938	33.5839	35.0614	36.6159	38.3120
FF	33.3527	34.8174	36.3977	38.0550	39.7767
G	35.0229	36.5904	38.2348	39.9694	41.7294
GG	36.6546	38.3120	40.0720	41.8579	43.7466
H	38.4663	40.2519	42.0121	43.9136	45.9308
HH	40.4320	42.2564	44.1575	46.1492	48.2176

**APPENDIX A WAGE SCHEDULE**

**7/1/2025-6/30/2026**

**2.75%**

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5
BB	23.2735	24.3824	25.4515	26.5473	27.7750
C	24.7256	25.7949	26.9960	28.2106	29.4912
CC	25.7287	26.9039	28.1447	29.3988	30.7059
D	27.0227	28.2636	29.5175	30.8906	32.3006
DD	28.6200	29.8870	31.2336	32.6593	34.1115
E	30.0191	31.3658	32.7912	34.2699	35.8012
EE	31.4713	32.8708	34.3625	35.8806	37.5175
F	32.9764	34.5075	36.0256	37.6228	39.3656
FF	34.2699	35.7749	37.3986	39.1015	40.8706
G	35.9860	37.5966	39.2863	41.0686	42.8770
GG	37.6626	39.3656	41.1740	43.0090	44.9496
H	39.5241	41.3588	43.1674	45.1212	47.1939
HH	41.5439	43.4185	45.3718	47.4183	49.5436

**APPENDIX A WAGE SCHEDULE**

**7/1/2026-6/30/2027**

**2.75%**

Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5
BB	23.9135	25.0529	26.1514	27.2774	28.5388
C	25.4056	26.5043	27.7384	28.9864	30.3022
CC	26.4362	27.6438	28.9187	30.2073	31.5503
D	27.7658	29.0408	30.3292	31.7401	33.1889
DD	29.4071	30.7089	32.0925	33.5574	35.0496
E	30.8446	32.2284	33.6930	35.2123	36.7857
EE	32.3368	33.7747	35.3075	36.8673	38.5492
F	33.8833	35.4565	37.0163	38.6574	40.4482
FF	35.2123	36.7587	38.4271	40.1768	41.9945
G	36.9756	38.6305	40.3667	42.1980	44.0561
GG	38.6983	40.4482	42.3063	44.1917	46.1857
H	40.6110	42.4962	44.3545	46.3620	48.4917
HH	42.6864	44.6125	46.6195	48.7223	50.9060

## APPENDIX B CLASSIFICATION

<u>Job Class Desc</u>	<u>Location Desc</u>	<u>Pay Gr</u>
CUSTODIAN	CUSTODIAL SERVICES	CC
GREENSKEEPER****	TASHUA	D****
CIRC/TECH SERVICES ASSISTANT	LIBRARIES	DD
P.W. ENGINEERING AIDE/RODPERSN	TOWN ENGINEER	DD
TRAFFIC CLERK	POLICE	DD
CLERK	TOWN CLERK	DD
CLERK	BUILDING DEPT.	DD
RECORDS CLERK*	POLICE	DD
CASHIER CLERK	TAX COLLECTOR	DD
ADM. SUPPORT I*	VARIOUS	DD
RECREATION ADMIN ASSISTANT	RECREATION	E
ADMINISTRATIVE ASST. - LIBRARY	LIBRARIES	E
ADM. SUPPORT II*	VARIOUS	E
ACCOUNT ANALYST	FINANCE DEPARTMENT	E
MOTOR VEH/PERS PROPERTY ADMINST	TAX ASSESSOR	E
MECHANIC OPERATOR GOLF COURSE	TASHUA	E
ADMIN SUPP. III*	VARIOUS	EE
FM ADMINISTRATIVE ASST.	FIRE MARSHAL	EE
ADMINISTRATIVE ASSISTANT	DIRECTOR PW	EE
ADMIN ASST- COUNSELING CENTER	SCHOOL NURSES	EE
DELINQUENT TAX COLLECT CLERK	TAX COLLECTOR	EE
SEWAGE PUMP STATION OPERATOR	SEWER ENTERPRISE	EE****
DISPATCHER	POLICE	EE
ACCOUNTING ASSISTANT	POLICE	F
ADMINISTRATIVE ASSISTANT	BUILDING DEPT.	F
ADMINIST. DETECTIVE BUREAU	POLICE	F
PENSION/BUDGET ADMIN ASST	FINANCE DEPARTMENT	F
PUBLIC WORKS INSTRUMENT PERSON	TOWN ENGINEER	F
OFFICE MANAGER	RECREATION	FF
ADMINISTRATIVE ASSISTANT EMS	EMS	FF
MECHANIC	POLICE	FF
ASST. TOWN CLERK	TOWN CLERK	G
ASST. TAX COLLECTOR/WPCA TAX ADMIN	TAX COLLECTOR	G
CASEWORKER COORDINATOR	SR CENTER	G
ASST TAX ASSR ADMINISTRATION	TAX ASSESSOR	G
ASST TAX ASSESSOR/APPRaisal	TAX ASSESSOR	G
SANITARIAN	HEALTH	G**
BUDGET ANALYST/SPECIAL PROJECTS	FINANCE	G
ASSISTANT BUILDING OFFICIAL	BUILDING DEPT.	GG
SEW. PUMP STATION-MAINT CREW LEADER	SEWER ENTERPRISE	GG

ROAD CONST & MAINT. INSPECTOR	TOWN ENGINEER	GG
CIRCULATION SUPERVISOR	LIBRARIES	H
REFERENCE SERVICES COORDINATOR	LIBRARIES	H
REFERENCE LIBRARIAN	LIBRARIES	H
YOUTH LIBRARIAN	LIBRARIES	H
YOUTH SERVICES COORDINATOR	LIBRARIES	H
COLLECTIONS COORDINATOR	LIBRARIES	H
DEPUTY BUILDING OFFICIAL	BUILDING DEPT.	H
P.W. SURVEY PARTY CHIEF	TOWN ENGINEER	H
CIVIL ENGINEER	TOWN ENGINEER	<u>H***</u>
ZONING ENFORCEMENT OFFICER	P&Z	H
IT TECHNICIAN	TECHNOLOGY	H
YOUTH & FAMILY COUNSELOR	SCHOOL NURSES	HH

\* MOU dated June 29, 2018

\*\* MOU GRADE H FOR REGISTERED

SANITARIAN

\*\*\*Grade HH, effective upon obtaining PE designation

\*\*\*\*Grade DD upon obtaining CT pesticide license

\*\*\*\*\*Grade F upon obtaining Class 2 License

## **APPENDIX C**

**Memorandum of Understanding**

The parties recognize that the clerical series has been restructured to reflect the new titles of Admin Support I, II and III (as attached) and that the old job specifications will be eliminated as they become vacant.

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H. James Haselkamp Jr  
Dated:

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Steve Earley  
Dated:

Memorandum of Understanding

The employees listed below will continue to receive the health care reimbursement for waiving health insurance, however, once they reenroll in the health plan they will no longer be eligible to receive the reimbursement thereafter. Employees must notify Human Resources at least thirty (30) days prior to the first of the month in which medical coverage will resume and are required to return to the Town of Trumbull a pro-rated portion of the bonus, one-twelfth (1/12) for each month of the calendar year that the coverage is in effect, payable in a manner indicated by the Town. Payment to those employees waiving health coverage will be made on an annual basis.

Susan Cole			MATE
David Harris			MATE
Margaret Kelley			MATE
Single Coverage Waiver \$1875	Emp. coverage \$3700	Plus 1 waiver	Family coverage Waiver \$5,000

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H. James Haselkamp Jr  
Dated:

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Steve Earley  
Dated: