COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF TRUMBULL

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

LOCAL 424 - UNIT 105
TRUMBULL DPW SUPERVISORS

July 1, 2022 to June 30, 2027

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This Agreement is made by and between the Town of Trumbull, Connecticut, hereinafter referred to as the "Town" and the Trumbull DPW Supervisors Union, UPSEU Local 424, Unit 105, hereinafter referred to as the "Union" and hereinafter jointly referred to as the "parties".

ARTICLE I
RECOGNITION

1.1 The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for full-time permanent employees classified as supervisors, in the Highway Division of the Department of Public Works, including the Office Manager as well as the Superintendent and Assistant Superintendent of the Parks Division of the Public Works Department, the Supervisor of Solid Waste/Recycling, the Director of Buildings and Facility Maintenance and the Director of Solid Waste and Recycling.

1.2 Section 1.2
Union members who have signed dues authorization cards shall pay union dues.

The Town shall provide the UPSEU Labor Relations Representative via email within ten (10) working days from the employee's date of hire, the following information: 1) first and last name; 2) work location/department; 3) pay rate; 4) work phone number; 5) work email address; and 6) home address.

During the first month of employment, the Union shall be provided an opportunity to meet with new employees during orientation, for up to a maximum thirty (30) minutes, or in the event, the union does not attend orientation, during the employee's normal lunch period.

1.3 The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed payroll deduction authorization card a sum certified by an officer of the union which represents union dues or union service fees. The dues of service fee deductions for each month shall be made during the second payroll period of each month and the total amount so deducted shall be remitted to the Union with an itemized list of employee names and addresses showing the amount of dues or service fees deducted.

1.4 The Union shall save the Town harmless from any and all claims, demands, suits, judgment, or costs including attorneys' fees, arising from the implementation of this Article.

ARTICLE 2
PERSONNEL POLICIES

2.1 The Town of Trumbull's Civil Service Rules and Personnel Policies shall apply to members of the bargaining unit except where they may conflict with this Agreement in which case this Agreement shall prevail.

2.2 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the employer have enjoyed prior to the effective date of the Agreement.

2.3 The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

ARTICLE 3
WAGES AND BENEFITS

3.1 Current full-time employees and their eligible dependents shall be eligible for:

(a)

The State Partnership Plan 2.0 for health, pharmacy, vision and dental coverages. (Dental Coverage $1500 Annual Maximum Plan with option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including penalties for non-compliance resulting in deductibles and premium penalties. (See Appendix A)

Coverage eligibility for employees and eligible dependents shall commence on the first of the month following employment and shall end on the last day of the month in which they are separated. Coverage for eligible dependents shall continue up to age 26 for health, pharmacy, dental, vision irrespective of student status.

(b) Life Insurance in the amount of $40,000 (employee only).

(c) Employees shall contribute towards the cost of insurance as follows:

Effective Date	Contribution
7/1/2022 for the Duration of this Agreement	18%

The Town shall implement an IRS 125 plan as to employee contribution toward health insurance.

3.3 New hires shall earn sick time from time of hire.

3.4 The Town shall provide the insurances set forth herein, provided, however, that the Town may substitute for said insurances any plan by that or any other carrier which offers benefits substantially equal to or better than those offered by said insurances on an overall basis, in terms of benefits.

3.5 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 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 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) days of the expiration of the forty-five (45) day window for negotiations. 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, the group must constitute at least a majority of the Town unions representing at least 50% of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. This reopener applies during the term of the applicable contract. 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.

3.5.1 – Waiver of Group Health Coverage

A. Eligible employees may elect to waive all group health coverage.

B. Notice of intent to elect and re-elect the waiver must be filed with the 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. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a qualifying event.

C. 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. The Town of Trumbull may, at its discretion, amend the program's schedule or discontinue the program.

3.6 The Town shall provide to employees employed one year or more, at no expense to the employees, a disability insurance which will provide for each covered illness or injury sixty-six and two-thirds (66.66%) replacement income for up to twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury, as follows:

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 above, short term disability benefits are available to employees provided that the employee has used all of his or her accumulated sick leave with the exception of sixty (60) days.

2. There shall be a fifteen (15) work day waiting period prior to the effective start date of the short term disability benefit. 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 fifteen (15) day period.

   The utilization of the employees' accumulated sick leave shall count towards the fifteen (15) day waiting period. If the employee does not have sufficient accrued sick days to

satisfy the fifteen (15) day waiting period, he/she may utilize any accrued paid leave such as vacation or personal days and/or compensatory time.

3. The maximum duration of the disability period shall be 26 weeks per illness or injury, including any reoccurrence of the same illness or injury. 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 an employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employee's 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 of 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 absence 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 illness or injury 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 sent 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 on disability:

   A. Effective July 1, 2004, the disabled employee 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 hired into a bargaining unit position prior to July 1, 2012 will accrue one and one-quarter (1 1/4) 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. The employees hired into a bargaining unit position on or after July 1, 2012 will accrue one (1) sick day.

8. The employee shall be entitled to use accumulated sick leave to augment disability pay so that it will equal up to 85% of the 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.

11. Any leave under this Section 3.5 shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

3.7 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 must be between the ages of sixty (60) and sixty-four (64), inclusive, in order to purchase such benefits.

Upon becoming Medicare eligible, employees may purchase, at their sole expense, coverage under a Medicare supplement plan and supplemental drug rider through the Town at group rates. Employees so electing shall make payment for said insurances in the manner specified by the Town.

3.8 Wages:
Employees not hired pursuant to Section 6.2 shall move to the Maximum rate on the one (1) year anniversary of their appointment. The following wage schedule based on a 40 hour work week:

Employees listed below shall receive a market wage adjustment of $2,000 retroactive to 7/1/2022 in addition GWI: Retroactive 2.25% July 1, 2022, 2.35% July 1, 2023, 3% July 1, 2024. 2.75% July 1, 2025 and 2.75% July 1, 2026

DESCRIPTION	STEP/LEVEL	ANNUAL SALARY $2,000 Wage Adj	7/1/2022 2.25%	7/1/2023 2.35%	7/1/2024 3.00%	7/1/2025 2.75%	7/1/2026 2.75%
COMPTROLLER	1	83,715.84	85,599.80	87,611.16	90,239.49	92,721.20	95,271.28
	2	88,290.80	90,277.20	92,398.80	95,170.76	97,788.08	100,477.52
DIR. BUILDING AND FACILITY MAIN.	1	93,403.44	95,504.76	97,749.08	100,681.55	103,450.36	106,295.28
	2	96,145.40	98,308.60	100,618.96	103,637.53	106,487.16	109,415.80
DEPUTY DIRECTOR	1	118,081.60	120,738.80	123,575.92	127,283.20	130,783.12	134,379.96
	2	124,180.16	126,974.12	129,958.40	133,857.15	137,537.92	141,320.40
DIR. OPERATIONS	1	114,200.32	116,769.64	119,513.68	123,099.09	126,484.28	129,962.56
	2	120,200.08	122,904.60	125,792.68	129,566.46	133,129.36	136,790.68
SUPERVISOR SOLID WASTE/RECYCLING	1	80,322.84	82,130.36	84,060.08	86,581.88	88,963.16	91,409.76
	2	83,924.88	85,813.00	87,829.56	90,464.45	92,952.08	95,508.40
DIRECTOR OF SOLID WASTE/RECYCLING	1	90,810.72	92,854.32	95,036.24	97,887.33	100,579.44	103,345.32
	2	92,379.56	94,458.00	96,677.88	99,578.22	102,316.76	105,130.48
GARAGE SUPER.	1	92,094.08	94,165.76	96,378.88	99,270.25	102,000.08	104,805.48
	2	96,564.52	98,737.60	101,057.84	104,089.58	106,952.04	109,893.16
GENERAL FOREMAN	1	99,244.60	101,477.48	103,862.20	106,978.07	109,920.20	112,942.96
	2	103,816.96	106,152.80	108,647.24	111,906.66	114,983.96	118,146.08
SUPERINTENDENT OF PARKS	1	94,622.32	96,751.72	99,025.16	101,995.91	104,800.80	107,682.64
	2	113,817.08	116,378.08	119,112.76	122,686.14	126,059.96	129,526.80
PUBLIC WORKS SUPERVISOR	1	84,697.60	86,603.40	88,638.68	91,297.84	93,808.52	96,388.24
	2	92,778.92	94,866.20	97,095.44	100,008.30	102,758.76	105,584.44
ASST. SUPER PARKS	1	84,697.60	86,603.40	88,638.68	91,297.84	93,808.52	96,388.24
	2	88,301.20	90,287.60	92,409.72	95,182.01	97,799.52	100,488.96
SEN. SUPERVISOR	1	89,936.60	91,960.44	94,121.56	96,945.21	99,611.20	102,350.56
	2	93,317.12	95,416.88	97,659.12	100,588.89	103,354.68	106,197.00

The Office manager position shall receive a market wage adjustment to 35.42, retroactive to July 1, 2022, GWI of 2.35%, on July 1, 2023. A market wage adjustment of $1.00 and GWI of 3% on July 1 2024, a Market adjustment of $1.00 and GWI of 2.75% on July 1, 2025. GWI of 2.75% on July 1, 2026

Classification	Step/Level	7/1/2022	7/1/2024	7/1/2025	7/1/2026
OFFICE MANAGER	1	71,568.64	75,858.12	80,081.56	82,283.76
OFFICE MANAGER	2	75,405.20	79,809.60	84,141.72	86,455.20

Employees in the Public Works Supervisor classification hired or promoted into said position prior to July 1, 2000 shall not be required to rotate into or cover the Town transfer station. Subsequent hires may be required to do so by the Town. The Solid Waste Supervisor will not be used to cover Public Works Supervisor duties, except in case of an emergency or as is the current practice.

3.9 Employees hired prior to July 1, 2004 shall be eligible for longevity payments based on individual members full time completed years of continuous service with the Town as of December 1st of each year.

Years of Service	Longevity Payment
Ten (10) years	$325
Fifteen (15) years	$500

Said payment shall be made on the first pay date in December. Employees hired on or after July 1, 2004 shall not be eligible for longevity pay.

3.10 Annually, on or about July 1, all employees on the active payroll shall receive a clothing allowance in the amount of $150. Any newly hired employees shall, upon successful completion of his/her probationary period, receive a clothing allowance of $150. To be eligible for payment, the employee must have been employed at least three months prior to July 1st.

3.11 The Town shall provide to the employee annually a voucher in the amount of one hundred and seventy five ($175) to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes.

3.12 A tool allowance of two hundred ($200) dollars per year will be granted to the garage foreman for the purchase of specialized tools required for Town work and/or replacement of personal tools which are damaged while being used for Town work. The garage mechanic may purchase such tools, after approval by the Deputy Director of Public Works, by receiving a voucher and/or purchase order from the Town.

3.13 Employees that utilize the clothing, safety shoes and/or tool allowance provided herein must supply the Director of Public Works with an appropriate receipt.

3.14 The Town shall have the right to implement biweekly pay where employees will be paid and all deductions taken on a bi-weekly basis. The Town will provide thirty (30) days notice of the change.

3.15 Effective upon ratification, employees will be paid via direct deposit and receive their payroll direct deposit advice via email.

3.16 The Town shall have the right to discontinue the privilege of a take-home vehicle for any new or promoted employee hired into the bargaining unit after July 1, 2019. Employees shall be required to operate vehicles in accordance with the Town's Vehicle Use Policy.

3.17 The regular work schedule for DPW supervisors shall be between the hours of 6:30 a.m. and 3:30 p.m. Monday through Friday. Employee will work an eight (8) hour day with a half hour unpaid lunch. Shifts will be staggering to provide the necessary coverage throughout the day. Supervisors will be allowed to establish their own regular work schedule between these hours subject to approval of the Director of Public Works. These schedules shall be fixed and changes are subject to the approval of the Director. Schedules may be adjusted to meet operational needs caused by absences, planned or unplanned.

If employees cannot agree among themselves on a schedule scheme that provides adequate coverage then the Director will determine these schedules. In addition, if the Director determines that schedules do not meet the operational needs of the Department, then the Director of Public Works will set the work schedules.

Office Manager position to get summer hours schedule in accordance to the MOU previously entered into between the Town and the MATE unit re: Summer Hours.

3.18 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 ninety (90) 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 end of the extension period, the Town will have the right to separate the employee. The leave period will not be broken for periods of restricted or modified duty, or periods of less than four weeks (20 days) of regular duty.

ARTICLE 4
PREMIUM PAY

4.1 Employees shall be paid at the rate of time and one-half for hours worked more than eight (8) hours in a day or forty (40) hours in a week.

4.2 Employees shall be paid at a double time rate for work on Sundays and holidays.

4.3 Overtime shall be distributed equally within the job classifications, with seniority prevailing when necessary. Employees shall be eligible for overtime for weekends before and after a scheduled vacation.

4.4 All employees who receive the wages and benefits under this Agreement must work overtime as requested or disciplinary action, up to and including dismissal, may be taken.

4.5 Employees assigned to work in a classification higher than their own shall be paid at the minimum rate for the higher classification.

4.6 Compensatory Time Off

At the discretion of the Director of Human Resources or Director of Public Works, an employee may elect to receive compensatory time off in lieu of overtime payments, at the same rate as described for overtime payments (Section 4.1, 4.2) provided accumulated compensatory time for the fiscal year shall not exceed a total of forty (40) hours.

Such compensatory time must be used by October 31st of each year and shall be subject to departmental needs.

4.7 Call Back Pay

Employees called back to work after they have left the premises at the end of their regularly scheduled work day, as well as on Saturdays, Sundays and holidays shall receive:

1. A minimum of three (3) hours pay at the rate of time and one half the employee's regular hourly rate of pay for call-backs on Monday through Saturday and double the employee's regular rate for call-backs on Sundays and holidays.

Call back pay commences when the call/communication is received by the employee, however, said time shall not exceed one half hour in duration from the time of the call until the employee reaches work.

There shall be no minimum premium pay if the overtime work is contiguous to either end of the employee's shift. For example, if the employee is asked to stay an extra hour, or is asked to report at 5:30 a.m. However, if it extends beyond an hour on either end of the employee's shift, the minimum premium pay will be initiated.

The Town may require the employee to work the duration of the minimum callback period.

3. Whenever the First Selectman determines that Town Hall and/or other Town agencies have to be closed for any reason (weather, public health emergency, power outage, day of mourning, etc.), the following shall prevail:

(A) Employees who are allowed to go home or not required to come to work shall not lose any compensation nor will they be charged sick leave for that day or portion of the day.

(B) Employees who are required to work due to the nature of their duties and/or are called into work during any such period of closure determined by the first selectman shall receive comp time at the rate of one (1) hour for every hour worked during their regular work hours, two days (16 hours) consecutive per occurrence, then shall continue at the applicable contractual premium pay rate as provided in section 4.1 and 4.2 for additional hours.

ARTICLE 5
PENSION

5.1 Employees hired before July 1, 2012 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan). Employees hired after July 1, 2012, shall, if eligible, participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan).

The Town will match employee contributions in the Defined Contribution Plan in the amount of seven (7%) percent of the employee's annual base salary. Effective January 1, 2018, employees

in the defined contribution plan will have said contributions commence on the first of the following month from employment.

5.2 Employees shall contribute six percent (6%) of their earnings towards the pension plan.

5.3 The Town is in the process of a study on the Town Employee Pension/retirement. The Town will agree to share the results of that study and discuss the retirement options with the union. Should the town provide an opener to any non-police bargaining unit for entry into the deferred entry plan, and if mutually agreed by both parties. There shall be a reopener limited only to the deferred retirement plan.

ARTICLE 6
SENIORITY

6.1 Seniority shall be defined as the period of total continuous service within the bargaining unit.

An employee's seniority, and his employment, shall terminate upon any of the following conditions:

1. Resignation;
2. Discharge for cause;
3. Retirement;
4. Death;
5. Reduction in force due to elimination of position, reduction in force or for other legitimate reason;
6. Absence due to illness, authorized leave of absence or temporary layoff for a period in excess of twelve months;
7. Failure of an employee on layoff to return to work upon recall within three (3) days of receiving notice to return to work (it is the obligation of the employee to leave his last known address on record with the Town's Personnel Department); and
8. Undisclosed absence in excess of three consecutive workdays.

In the event an employee is rehired into the bargaining unit within one year of having been laid-off, the employee's former seniority shall be reinstated, except that no credit shall be given for the period of non-employment.

The seniority list shall be brought up-to-date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

6.2 Employees who are promoted within the bargaining unit or become part of the bargaining unit as the result of a promotion from outside the bargaining unit will be placed on the minimum step of the wage schedule for their position. Said employees shall serve in the position for a 180-day probationary period, after which, the employee shall advance to the maximum pay step of the wage schedule for the position. Said probationary period shall not affect the employee's benefits. New hires shall serve a one hundred eighty (180) day probationary period from their date of appointment. Said probationary period shall not affect the employee's benefits.

6.3 In the event of a layoff for lack of work is pending or proposed, the Town shall notify the Union President as soon as practical, but in any event not less than forty-eight (48) hours. No employee shall be laid off without two (2) weeks' notice unless such notice is not practical. Severance shall apply to the first instance of layoff only. Subsequent layoffs if involving the same individuals who are back at work will not result in severance pay. In lieu of providing the two-week notice under this section, the Town may pay the employee the equivalent amount in severance pay.

6.4 No Permanent employee shall be subject to disciplinary action, discharge or suspension except for just cause. Disciplinary action shall include a) verbal warning; b) written warning; c) suspension without pay; and d) discharge. If any employee receives discipline above a verbal warning, i.e. a written warning, suspensions, without pay or discharge from employment, and in his judgement this action is taken without just cause, he may file and process his grievance through the grievance and arbitration procedure of this agreement, and shall have the right to be represented by the Union; provided however, that notwithstanding the forgoing, only the Union may appeal a grievance to arbitration and only the Union, not the employee is recognized as the grievant/party to arbitration. He shall be provided a copy of all charges and statements, as soon as possible, of any adverse action above.

While a verbal warning may not be grieved, an employee may, in accordance with Connecticut State law, write a rebuttal to the verbal warning and that rebuttal shall be attached to documentation or records, if any, of the verbal warning that are put into the employee's personnel file.

6.5 All disciplinary action appeals shall be through this established grievance procedure.

6.6 The Town shall make a reasonable effort to notify the President orally of any suspension or discharge (except suspension or discharge of a probationary employee), within twenty-four (24) hours of said action.

ARTICLE 7
SICK LEAVE

7.1 Full-time permanent employees hired into a bargaining unit position prior to July 1, 2012 shall be granted sick leave on the basis of one and one-quarter (1-1/4) days per month and such sick leave may be accumulated up to two hundred (200) days. Employees with more than two hundred (200) accumulated sick days as of July 1, 2008 shall be grandfathered with their current sick leave bank, provided that the maximum accumulation shall drop as used, until sick leave drops to two hundred (200) days.

Full-time permanent employees hired on or after July 1, 2012 shall be granted sick leave on the basis of one (1) day per month and such sick leave may be accumulated up to one hundred and

eighty (180) days.

Employees may use their accrued sick time for their own illness, personal injury, doctor and dental appointments. In addition, employees may use sick leave up to ten (10) days per fiscal year for the illness/injury of a child under the age of 21, or a spouse or parent whom the employee is the primary caregiver. The Town may require documentation to support the request.

7.2 Employees may be granted an unpaid leave of absence, in writing, by the Director of Public Works for a period not to exceed nine (9) months from the time the employee's paid sick leave is exhausted. Said sick leave shall not affect the employee seniority. Employees may retain their medical benefits during said leave at their own expense.

7.3 Each employee who retires from the Town of Trumbull under the terms of the "Town of Trumbull Retirement Plan", adopted April 12, 1976, as amended, or the Town Defined Contribution Retirement Plan shall be eligible to receive payment for unused accumulated sick leave. Such payment shall be made at a rate equivalent to the employee's mean pay rate for the four years prior to retirement . Employees will be eligible to receive payment unused accumulated sick leave up to a maximum of 200 accumulated days for a total maximum payout of 100 days. In the event that an employee who has reached the normal retirement date dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive the payment.

ARTICLE 8
HOLIDAYS/VACATIONS/PERSONAL DAYS

8.1 The following will be considered holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Juneteenth	

plus a floating holiday to be established annually by the First Selectman.

8.2 Employees shall receive vacation according to the following schedule:

Years of completed service:

1 year but less than 5 years of service	10 days
5 years but less than 10 years of service	15 days
10 years but less than 20 years of service	20 days
20 or more years of service	25 days

Employees shall be permitted to carry over to the following year three (3) weeks vacation time. If the time that is carried over to the following year is not used during the following year, the employee loses the carry-over vacation time.

8.3 Three (3) working days absence with pay shall be allowed for personal leave. These days shall not accumulate from calendar year to year. Personal days shall be prorated during the first year of employment. Specifically, full time employees hired prior to June 30 of a given calendar year are entitled to three (3) personal days.

Full time employees hired after June 30 in a given calendar year are entitled to two (2) personal days. Such employees are then entitled to three (3) personal days on January 1 of the following calendar year.

Effective January 1, 2017, 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 must be used.

8.4 Personal days may be taken immediately before or immediately after a vacation day.

8.5 Effective July 1, 2008, the Town will discontinue the practice of advancing vacation pay to employees.

ARTICLE 9
FUNERAL LEAVE

9.1 Five (5) working days absence with pay shall be allowed for each occurrence in the event a death occurs in the immediate family of the employee. The immediate family is defined as the employee's spouse, children, mother, or father.

9.1.2 Three (3) working days absence with pay shall be allowed for each occurrence in the event a death occurs to an employee's sister, brother, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, grandmother, grandfather, or grandchildren.

9.1.3 One (1) working days absence with pay shall be allowed for each occurrence in the event a death to an employee's current employee's brother-in-law, current sister-in-law, niece, nephew, aunt or uncle.

9.1.4 Such funeral leave is not to be subtracted from sick leave.

9.1.5 The Town may require proof to substantiate the leave, including the name of the individual and his/her relationship to the employee.

9.1.6 Noted family members within article 9, Funeral Leave shall include any applicable stepfamily member.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 A grievance is defined as an alleged violation of any provision of this Agreement arising out of the interpretation and/or application of any of its term.

10.2 Step I - An aggrieved employee shall, within ten (10) days of the event or occurrence leading to a grievance, take the matter up with the Director of Public Works by submitting the grievance to the Director in writing. The Director shall respond, in writing, within five (5) days of the receipt of grievance.

10.3 Step 2 - If the employee is not satisfied with the resolution of the grievance as proposed by the Director of Public Works, he/she shall submit, in writing said grievance to the Director of Human Resources within ten (10) days of the Director's answer provided under Step 1, above. Director of Human Resources, or his designated representative, shall arrange a meeting with the Union within ten (10) days of receipt of the grievance. Following the meeting, the Director of Human Resources, or his/her designated representative, shall respond in writing within ten (10) days of the date on which the meeting was concluded.

10.4 Step 3 - In the event the Union is not satisfied with the response of the Town given as a result of Step 2, above, the Union may submit the grievance to arbitration by notifying the Town, in writing, within ten (10) days of receipt of the Town's answer as provided in Step 2, above. Such request for arbitration must be simultaneously filed by the Union with the American Arbitration Association. The parties agree that in any arbitration proceedings hereunder, the single member panel shall be utilized exclusively.

10.5 The arbitrator shall not have any power to add to, subtract from, or change or modify any of the terms of this Agreement.

10.6 The Town shall pay its portion of the expenses incurred as a result of the arbitration proceeding. The Union will be responsible to pay its own portion of the expenses incurred as a result of the arbitration proceedings.

ARTICLE 11
MANAGEMENT RIGHTS

11.1 This Agreement shall not 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 contract, 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, powers and authority to include but not limit to: the right to manage its operation; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; the materials to be used; the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to that effect; to establish and change production standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production, and to run the department efficiently.

ARTICLE 12
NO STRIKES - NO LOCKOUT

12.1 During the term of this Agreement, there shall be no strike, slowdown, or stoppage of work by employees, nor shall there by any lockout by the Town in any part of the Town's operation.

ARTICLE 13
ENTIRE AGREEMENT

13.1 This Agreement represents the full and complete agreement of the parties with respect to all matters relative to rates of pay, hours of work, and other conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work, and other conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement.

ARTICLE 14
NON-DISCRIMINATION

14.1 Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, handicapping condition, or Union membership.

ARTICLE 15
DURATION

15.1 This Agreement shall be in effect through June 30, 2027. If either party wishes to change, modify or amend this Agreement, the initiating party must notify the other party in writing, not less than one-hundred twenty (120) days not more than one hundred eighty (180) days prior to June 30, 2027 of its desire to renegotiate this Agreement. In the course of such negotiations, either, or both parties, may submit proposals and counter proposals. Should neither party request the reopening of negotiations within the time period stated herein, the Agreement shall automatically be continued in effect for one (1) additional year beyond the above state termination date.

In Witness Whereof, the Parties have hereto caused this instrument to be signed and executed by their mutually authorized officers and representatives this _____ day of _____, 2024.

Vicki A. Tesoro, First Selectman

Kevin E. Boyle, Jr., UPSEU President

Thomas McCarthy, Dir. of HR 8/2/2024

Richard Infante, Unit President 105 8/2/2

APPENDIX A
HEALTH INSURANCE SUMMARY