

AGREEMENT  
Between  
THE TOWN OF TRUMBULL  
and  
THE TOWN OF TRUMBULL FIRE MARSHAL'S UNION  
LOCAL1303-277, COUNCIL 4, AFSCME, AFL-CIO

JULY 1, 2022 THROUGH JUNE 30, 2026

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	3
ARTICLE II	UNION SECURITY .....	3
ARTICLE III	HOURS OF WORK.....	4
ARTICLE IV	SENIORITY .....	5
ARTICLE V	UNION ACTIVITIES.....	7
ARTICLE VI	WAGES AND BENEFITS .....	7
ARTICLE VII	HOLIDAYS .....	9
ARTICLE VIII	VACATIONS .....	9
ARTICLE IX	LEAVE PROVISIONS .....	10
ARTICLE X	JURY DUTY .....	14
ARTICLE XI	MILITARY LEAVE .....	14
ARTICLE XII	PENSION PLAN .....	14
ARTICLE XIII	PRIOR PRACTICE .....	15
ARTICLE XIV	GRIEVANCE PROCEDURE .....	15
ARTICLE XV	DISCIPLINARY ACTION .....	16
ARTICLE XVI	MISCELLANEOUS .....	16
ARTICLE XVII	MANAGEMENT RIGHTS .....	18
ARTICLE XVIII	SAVINGS CLAUSE .....	18
ARTICLE XIX	DURATION .....	18
APPENDIX A	WAGES .....	19
APPENDIX B	HEALTH BENEFIT SUMMARY .....	20

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.0**

The Town of Trumbull (the “Town”) agrees to recognize Local 1303, Chapter 277, Council #4, American Federation of State, County, and Municipal Employees, AFL\_CIO as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other condition of employment of all employees of the Town of Trumbull who are employed as the full-time Fire Marshal, Senior Deputy Fire Marshal II, Senior Deputy Fire Marshal I, Deputy Fire Marshal and full-time permanent Inspector.

## **ARTICLE II**

### **UNION SECURITY**

#### **Section 2.0**

All full-time permanent employees shall, as a condition of employment, remain or become and remain a member of the Union and shall pay to the Union monthly dues in an amount uniformly required of its members. In lieu thereof any current employee, or any employee hired after the effective date of the Agreement may choose not to become a member of the Union, in which case such employee shall, as a condition of employment, pay a monthly service fee to the Union which shall be in an amount determined by the Union in accordance with applicable law.

#### **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 Chapter Chairperson of Local 1303 as union dues or service fees. Such deduction shall be made weekly from the payroll, and the total deduction so made shall be mailed monthly to the Council 4, AFSCME office. Such deductions shall continue for the duration of this Agreement. In the event a bi-weekly pay cycle is utilized, deductions will be made bi-weekly.

#### **Section 2.2**

The Union agrees to indemnify, defend, and hold the Town harmless from and against any and all claims arising out of and under the provisions of Section 2.1 of this Agreement.

## ARTICLE III

### HOURS OF WORK

#### **Section 3.0**

The regular work week for all employees shall consist of five consecutive days, Monday through Friday, 8:00 a.m. to 4:00 p.m., inclusive of rest and meal breaks; provided, however, nothing herein shall be construed as a guarantee by the Town to employees a minimum number of hours on a given day or week.

#### **Section 3.1**

During each eight-hour day, each employee shall be allowed one hour for lunch and two 10-minute breaks, during which time the employee shall be available if needed. During the remainder of each eight-hour day, the employee shall perform duties associated with his/her job or other related duties as assigned by the First Selectman or his/her designee.

#### **Section 3.2**

In addition to the regular workweek listed above, full-time employees shall rotate through an emergency on-call shift of sixteen hours. If an employee is called in, he/she shall be compensated at his/her regular rate of pay except to the extent he/she is entitled to overtime in accordance with the provisions of this Article.

#### **Section 3.3**

- A) Payment for hours actually worked in excess of eight (8) in any work day and in excess of forty (40) in any week (Monday through Friday) shall be made at one and one-half (1 ½) times the hourly rate of the employee, except for those employees who are exempt under applicable state and federal wage and hour laws.
- B) There shall be no pyramiding of overtime.
- C) Except where Saturday and/or Sunday is part of the regular work schedule, payment for time worked on Saturday shall be at one and one-half (1 ½) times the employee's hourly rate, and payment for time worked on Sunday will be double (2x) times the employee's hourly rate regardless of whether the employee has worked in excess of forty (40) hours in the preceding Monday through Friday Period.

- D) Compensatory time may be substituted for overtime pay upon the mutual agreement of the employee and the First Selectman or his/her designee. Compensatory time shall be within thirty (30) days of the date earned and in accordance with applicable law.
- E) Employees called back to work after their regular work day shall be paid for all time worked at the applicable premium rate. Employees so recalled shall be guaranteed a minimum of three hours pay at said premium rate provided they report to the work scene within forty-five (45) minutes from when they are notified to return to work.

#### **Section 3.4**

The Fire Marshal / Emergency Management Director shall only be eligible for overtime for emergencies, special events (ex-Trumbull Day) and pre-approved training.

### **ARTICLE IV**

### **SENIORITY**

#### **SECTION 4.0**

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 and shall accumulate from that time for the duration of his/her employment.

#### **Section 4.1**

New employees shall be considered probationary for six (6) months from the date of hire. During this probationary period, the Town may discharge any such employee, at will, with or without cause, without resort on the part of the employee to the grievance process outlined in this Agreement. After probation, such employee(s) may only be dismissed for cause.

During the probationary period, employees shall be eligible for health insurance but not be entitled to vacation, personal or paid sick leave, or any other fringe benefits; however, upon completion of the first three months of the probationary period, vacation, personal and sick leave shall be accrued retroactively to the date of hire.

#### **Section 4.2**

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

- A) Quits, resigns, or is discharged for cause;

- B) Is absent from work for four (4) 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; Fails to return from a medical leave.

#### **Section 4.3**

The Town shall prepare a list of employees represented by the Union showing their time of service with the Town, their classification, and rate of pay and deliver the same upon request once each year to the Union. When a new employee has been placed on the payroll, the Town shall appraise the Union, in writing, of the name, date of hire, job classification, and employee pay rate.

#### **Section 4.4 — Reduction in Force**

In the event of a reduction in the number of employees, layoff shall be in inverse order of seniority within job classification. If there is no other employee in the job classification, the affected employee may bump an employee in a lower classification, if any, within the department.

An employee who is laid off shall retain his/her seniority status and right of recall to the position from which he/she was laid off for a period of eighteen (18) months.

#### **Section 4.5**

Employees on layoff shall be recalled in order of seniority. All full-time employees on layoff shall be recalled before any bargaining unit work is performed by non-bargaining unit personnel.

## ARTICLE V UNION ACTIVITIES

### Section 5.0

Reasonable time off with pay shall be granted to up to two (2) employees to serve on the negotiating committee for purposes of negotiating a contract when such meetings take place during normal working hours providing operations are not hampered.

### Section 5.1

The Union Chapter Chairperson, or if said officer is unavailable, his/her duly appointed alternate (s) shall be allowed a reasonable time off for processing Union grievances without loss of pay, provided such time off is recorded on the employee's time record. The Union agrees to furnish periodically, in writing, a list of such officers and their designated alternates.

## ARTICLE VI WAGES AND BENEFITS

### Section 6.0

Effective July 1, 2022 and each year after that as indicated below, employees shall be paid according to the Wage Schedule outlined in Appendix A here to:

Effective July 1, 2022, employees shall receive a (2.25%) wage increase.  
Effective July 1, 2023, employees shall receive a (2.35%) wage increase.  
Effective July 1, 2024, employees shall receive a (3.00%) wage increase.  
Effective July 1, 2025, employees shall receive a (2.75%) wage increase.  
Effective January 1, 2019, the step plan will go into effect with the following understanding:

- A.) Employee shall receive a 2.5% increase.
- B.) Step 1: years 0-5, Step 2: years 6-11, Step 3: years 11-15, Step 4: 16+ years
- C.) Employee shall not move more than one (1) step in a given fiscal year.
- D.) The first step will occur on January 1, 2019, and subsequent steps shall occur on January 1<sup>st</sup>.
- E.) Employees will continue to move through the step system until they reach the appropriate step based on years of service.
- F.) If a milestone anniversary occurs anytime during the fiscal year, the employee will move a step on January 1". For example, if the employee's sixth-year's anniversary date occurred in March, he or she would be eligible to move to step 2 on January 1".

The Town shall have the right to implement bi-weekly pay.

In addition, employees who possess state or national certifications above and beyond those required by law to be a licensed Fire Marshall licensed in the State of Connecticut, will receive an annual stipend of \$750 for any and all such certifications, e.g. NIMS and Arson investigation.

Appendix A will be adjusted to reflect the following one-time adjustment in the yearly base to the following positions as of July 1, 2022:

- A.) Fire Marshal / Emergency Management Director - \$4,000.00 plus combining the Fire Marshal base salary with the 2022 EMPG Grant and going forward.
- B.) Senior Deputy Fire Marshal II - \$3,000.00
- C.) Deputy Fire Marshal - \$1,000.00

## **Section 6.1**

Full-time permanent employees and their eligible dependents shall be eligible to receive the insurances listed below.

Effective July 1, 2022, the employee shall contribute seventeen percent (17%) of said insurance.

Effective July 1, 2023, the employee shall contribute seventeen and a half percent (17.5%) of said insurance

Effective July 1, 2024, the employee shall contribute eighteen percent (18%) of said insurance.

Effective July 1, 2025, the employee shall contribute eighteen percent (18%) of said insurance.

- A) Health insurance pursuant to the State of Connecticut Partnership Plan 2.0 insurance plan. A summary of the benefits is attached as Appendix B; including prescription and vision coverage and the MOU dealing with the plan change
- B) Dental Plan — State of Connecticut Partnership Plan 2.0 \$1500 annual benefit
- C) Life insurance (employee only)- \$30,000 as outlined in the policy.
- D) Employee Accidental Death and Dismemberment (employee only) - \$30,000 as outlined in the policy.

The Town shall implement an IRS §125 plan as to employee contributions towards health insurance.

## **Section 6.2**

The Town may substitute for the insurance coverage set forth in Section 6.1 any other plan and/or insurance provider, including self insurance, provided the benefits are equal to or better, on an overall basis, than that provided under the current plan; and provided further that in determining whether a plan is substantially equal to or better than" the current plan, 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 substantially equal to or better than" said insurance. The burden of proof shall be on the Town.

### **Section 6.3**

Employees may waive out of the medical plan (medical, prescription, dental, and vision); however, re-enrollment is limited to open enrollment or a qualifying event.

### **Section 6.4**

Any employee who retires under the terms of the Town of Trumbull pension plan shall be entitled to purchase medical insurance for themselves and their dependents at group rates, at the employee's cost, in any fully insured plans offered by the Town. Eligibility to purchase said insurance shall continue until the insured becomes Medicare-eligible.

## **ARTICLE VII**

### **HOLIDAYS**

### **Section 7.0**

For full-time permanent and probationary employees, there shall be thirteen (14) recognized holidays as follows:

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

Plus, the First Selectman will establish a floating holiday annually.

### **Section 7.1**

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 7.2**

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, regardless of whether the employee has worked more than forty (40) hours in that workweek. In addition, the employee shall receive his/her regular holiday pay.

## **ARTICLE XIII VACATIONS**

### **Section 8.0**

Vacations shall be calculated on an anniversary date basis, and all full-time employees shall be granted annual vacation leave subject to manpower availability and determined based on seniority as follows:

Upon Hire but less than 5 complete years of service	10 days
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 15 years of service	20 days
Twenty or more of complete service	25 days

An employee whose employment with the Town is terminated for any reason other than cause will be paid all earned vacation pay, provided said employee provides the Town, in the case of his/her resignation, with at least two (2) weeks' written notice before leaving Town employment. If an employee is entitled to vacation leave at the time of his/her retirement or death, he/she or his/her spouse or estate, in the event of the employee's death, shall receive one (1) week's pay for each week of unused vacation leave.

### **Section 8.2**

Voluntary accumulation of three weeks of vacation shall be allowed with the approval of the First Selectman or his/her designee. Accumulated time that has been rolled over from one year to the next must be used the following year and is not eligible for payout.

## **ARTICLE IX LEAVE PROVISIONS**

### **Section 9.0 Sick Leave**

Full-time permanent employees shall be granted paid sick leave on the basis of one (1) day per month and may accumulate only up to 180 days of sick leave. Paid sick leave shall only be

granted in the event of a bona fide illness or injury. Employees shall notify the First Selectman or his/her designee as far in advance as possible of his/her inability to report to work.

Union members can accumulate up to 180 days with a maximum payout of 60 accumulated but unused sick days at the time of retirement or separation. There will be no payout for a termination for just cause.

### **Section 9.1**

Employees may be required to present a doctor's certificate for absences due to illness of three (3) consecutive work days or more. Certificates should be attached to the appropriate work record sheet. In the event of abuse of sick leave, the Town shall take such disciplinary actions as it deems appropriate, and may require the employee to submit to a physical examination given by doctor of the Town's choosing providing prior notice of such requirement is given to the employee.

### **Section 9.02**

No employee on paid sick leave from the Town shall engage in any other employment; the First Selectman, in his/her sole discretion, may waive this requirement in writing in cases of undue hardship.

### **Section 9.03 — Extended Sick Leave of Absence**

Full-time employees may be granted an unpaid leave of absence, in writing, by the First Selectman or his/her designee for a period not to exceed six (6) months from the time the employee's disability and paid sick leave is exhausted. Said sick leave shall not affect the employee's seniority; however, other benefits, such as sick leave, will not accrue during the leave of absence. Employee may retain their medical benefits during said leave at their own expense. Any leave taken under this provision shall be counted towards eligibility for leave under the Family and Medical Leave Act, if applicable.

### **Section 9.04**

The Town shall provide, at no expense to the employee, disability insurance, which will provide at least sixty-six and two-thirds (66 2/3%) percent replacement income for up to twenty-six weeks after the fifteenth day of absence for any non-work-related illness or injury.

A) 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 regular rate of pay and the 66-2/3% salary continuation provided for hereunder.

B) There shall be a fifteen (15) workday waiting period. The workday shall be those days which are regular workdays for the employee (usually Monday through

Friday). A holiday falling during any waiting period shall be paid at full pay and considered part of the 15 days. 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.

C) 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-workday waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.

D) The 66- $\frac{2}{3}$ % of base pay shall be computed before taxes and shall be taxable as wages.

E) 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 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.

F) 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 be 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 of the time worked and 66- $\frac{2}{3}$ % 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 to the procedure outlined 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 2/3rds of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

**G) Benefits: Employees out on disability:**

1. Shall not be denied pension credit. However, the employee on disability must continue to contribute their share to the Town.
2. Employee will not be denied earning personal time provided under contract.
3. Employee will continue to accrue vacation time at an adjusted rate of  $66\frac{2}{3}\%$ .
4. Employee will accrue one (1) sick day for the month in which the disability leave commenced; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.

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

**I) Union dues and all other legal deductions shall continue during this disability period. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the employee's option, be discontinued upon written notification to the Town.**

**J) Medical, dental, life and all insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate as active employees. For example, if they were contributing 1 1/2% of their annual salary towards medical insurance, they will contribute 1 1/2% of their disability salary (66.66%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.**

**Section 9.05**

Each employee who terminates his/her employment with the Town following his/her early retirement date, as defined in the Pension Agreement between AFSCME and the Town of Trumbull, 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 9.1 Funeral Leave**

Each full-time permanent employee shall be granted five (5) working days with pay for attendance at the funeral of the employee's spouse, child, step-child, stepparent, mother or father. Each full-time permanent employee shall be granted three (3) working days with pay for attendance at the funeral of the employee's sister, brother, current mother-in-law, father-

in-law, daughter-in-law, son-in-law, and grandchild. Each full-time permanent employee shall be granted one (1) working day with pay for attendance at the funeral of the employee's grandmother, grandfather, current brother-in-law, current sister-in-law, niece, nephew, aunt or uncle.

#### **Section 9.2 — Personal Leave:**

Absence with pay up to three (3) days per calendar year to conduct personal business shall be granted providing it does not interfere with the operation of the department. Probationary, seasonal, temporary, and part-time employees shall not be eligible for personal leave. Effective January 1, 2015, employees will be able to use personal leave through the end of the last full pay period of each calendar year. Effective January 1, 2016, employees shall be credited and use personal leave commencing the first full pay period of each calendar year thereafter.

#### **ARTICLE X JURY DUTY**

#### **Section 10.0**

An employee required to be absent for 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 First Selectman or his/her designee immediately upon receipt of the jury duty questionnaire for consultation on his/her availability;
- b) Such employee shall notify the First Selectman or his/her designee immediately upon receiving a call to jury duty.
- c) If an employee is excused from jury duty with four or more hours of his/her regular scheduled workday remaining the employee shall report to work immediately after being excused.

#### **ARTICLE XI MILITARY LEAVE**

#### **Section 11.0**

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 XII PENSION PLAN**

### **Section 12.0**

Employees hired before July 1, 2012, shall be covered under the Pension Plan of the Town of Trumbull as negotiated between the Town and AFSCMTI3 under a separate collective bargaining agreement.

Effective July 1, 2022, employees shall contribute six (6%) towards the pension plan.

Effective July 1, 2023, employee shall contribute six (6%) towards the pension plan.

Effective July 1, 2024, employee shall contribute six (6%) towards the pension plan.

Effective July 1, 2025, employee shall contribute six (6%) towards the pension plan.

### **Section 12.1**

Employees hired on or after July 1, 2012, shall not be eligible to participate in the defined benefit plan referred to in Section 12.0 above. Rather, employees shall be eligible to participate in the Town Defined Contribution Plan. The Town will match employee contributions up to seven (7%) percent Contributions shall commence the first of the month following employment.

## **ARTICLE XIII PRIOR PRACTICE**

### **Section 13.0**

All other terms and conditions of employment, work rules, regulations, Town ordinances, Town Charter, and other laws existing as of the date hereof, not specifically abridged or modified herein, shall remain in full force and effect.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

### **Section 14.0**

In the event that a difference arises between the Town and 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. These procedures are 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 concerning the interpretation and application of this Agreement.

### **Section 14.1:**

Grievances shall be processed according to the following steps:

- A) Step 1 - Any employee having a grievance shall present such grievance, along with his/her Union representative, orally to the First Selectman or his/her designee within five (5) working days from the date of the event giving rise to the grievance. In the event the grievance cannot be satisfactorily resolved within two (2) working days of being presented, the grievance may be submitted by the Union to Step 2.
- B) Step 2 - The Union shall present such grievance in writing to the First Selectman or his/her designee within fifteen (15) working days of the date of the event give rise to the grievance. Within ten (10) working days after the First Selectman or his/her designee receives such grievance, he/she shall arrange to meet with representatives of the Union for the purpose of adjusting or resolving the grievance. If the grievance is not resolved within ten (10) working days after such meeting, it may be submitted by the Union to Step 3.
- C) Step 3 - The Union shall within twenty (20) working days after the Step 2 meeting submit the dispute for arbitration to the American Arbitration Association and shall simultaneously notify the Town that it has submitted the matter to arbitration. The matter shall be heard by a single arbitrator. The decision of the arbitrator shall be final and binding on the parties.

#### **Section 14.2**

Steps 1 and/or 2 of the grievance procedure, the time limits therein and in Step 3 may be waived by the mutual written agreement of the parties.

#### **Section 14.3**

The arbitrator(s) shall have no right to add to, subtract from, amend or alter the terms of this Agreement.

#### **Section 14.4**

Each party shall be liable for its own expenses and its share of any common expense of the arbitration, including the cost of the arbitrator (if any).

### **ARTICLE XV DISCIPLINARY ACTION**

#### **Section 15.0**

All members of the bargaining unit shall have the right to Union representation, if they choose, whenever such member is required to attend any conference which could result in disciplinary action against them.

## **Section 15.1**

No employee shall be discharged or otherwise disciplined without just cause.

## **ARTICLE XVI**

### **MISCELLANEOUS**

#### **Section 16.0 Working out of Classification:**

Any employee who is temporarily assigned to perform the duties of a higher classification in the Bargaining Unit for a period in excess of three consecutive days shall receive in compensation an additional (10%) of his/her hourly rate beginning with the first day worked in the higher classification.

The Town may require, in an emergency, that the employee perform a higher classification work. In the absence of the Fire Marshal, and at the discretion of the First Selectman, the role of the Emergency Management Director maybe assigned to the Deputy Emergency Management Director.

#### **Section 16.1 — Bulletin Board**

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**

This Agreement constitutes the sole and entire agreement between the parties with respect to rates of pay, hours of work and other conditions of employment, and shall not be amended or modified except in writing signed by both parties hereto. The parties agree that there has been full opportunity to bring up for negotiations any matter pertaining to wages, 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.

#### **Section 16.3**

The waiver or breach of any term or provision of this Agreement by either party hereto shall not constitute a precedent or waiver as to future enforcement of any or all such terms or provisions.

#### **Section 16.4**

Any memorandum not attached hereto shall hereafter be null and void.

#### **Section 16.5**

The Town recognizes that the roles and duties of the Fire Marshal's office are deemed hazardous duty. In recognition of the hazardous duty any employee hired prior to July 1, 2023, upon separation from the Town the employee has the option to purchase health insurance through the Town, at the employee's total cost, up until the employee becomes Medicare eligible. The Union reserves the right to negotiate supplemental insurance for the employee at a later date.

## **ARTICLE XVII MANAGEMENT RIGHTS**

### **Section 17.0**

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 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 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 and to run the department efficiently.

## **ARTICLE XVIII SAVINGS CLAUSE**

### **Section 18.0**

Should any provision of this Agreement be determined to be invalid by a court of competent jurisdiction the validity of the remaining portions of this Agreement shall not be affected thereby. The Parties agree to immediately commence negotiations over a substitute for the invalidated provision.

## **ARTICLE XIX DURATION**

### **Section 19.0**

This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2026. Negotiations for a successor agreement shall be conducted according to the provisions of the Municipal Employee Relations Act.

THE TOWN OF TRUMBULL

Vicki Tesoro 11/8/2024  
Vicki Tesoro  
FIRST SELECTMAN

Thomas C. McCarthy 11/8/2024  
Thomas C. McCarthy  
HUMAN RESOURCES DIRECTOR

LOCAL 1303-277 OF COUNCIL #4  
COUNCIL #4 AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

Megan Murphy 11/8/2024  
Megan Murphy  
President

Joshua Terlitz 11/15/2024  
AFSCME REPRESENTATIVE

**APPENDIX A**  
**WAGES**

<b>07/01/2022-06/30/2023</b>					
<b>title</b>	<b>Adjustment</b>	<b>step 1</b>	<b>step 2</b>	<b>step 3</b>	<b>step 4</b>
fire marshal	\$23,610.15	\$59.56	\$60.77	\$61.99	\$63.25
senior deputy fire marshal II	\$3,000.00	\$35.86	\$43.27	\$44.33	\$45.40
senior deputy fire marshal I	\$0.00	\$37.69	\$38.64	\$39.60	\$40.59
deputy fire marshal	\$1,000.00	\$35.12	\$35.99	\$36.88	\$37.78
fire inspector	\$0.00	\$32.32	\$33.12	\$33.95	\$34.81

<b>07/01/2023-06/30/2024</b>				
<b>title</b>	<b>step 1</b>	<b>step 2</b>	<b>step 3</b>	<b>step 4</b>
fire marshal	\$60.96	\$62.20	\$63.45	\$64.74
senior deputy fire marshal II	\$36.70	\$44.29	\$45.37	\$46.47
senior deputy fire marshal I	\$38.57	\$39.54	\$40.53	\$41.54
deputy fire marshal	\$35.95	\$36.84	\$37.75	\$38.67
fire inspector	\$33.08	\$33.90	\$34.75	\$35.63

<b>07/01/2024-06/30/2025</b>				
<b>title</b>	<b>step 1</b>	<b>step 2</b>	<b>step 3</b>	<b>step 4</b>
fire marshal	\$62.79	\$64.06	\$65.35	\$66.68
senior deputy fire marshal II	\$37.80	\$45.62	\$46.73	\$47.86
senior deputy fire marshal I	\$39.73	\$40.73	\$41.74	\$42.79
deputy fire marshal	\$37.03	\$37.94	\$38.88	\$39.83
fire inspector	\$34.08	\$34.92	\$35.80	\$36.69

<b>07/01/2025-06/30/2026</b>				
<b>title</b>	<b>step 1</b>	<b>step 2</b>	<b>step 3</b>	<b>step 4</b>
fire marshal	\$64.52	\$65.82	\$67.15	\$68.51
senior deputy fire marshal II	\$38.84	\$46.87	\$48.01	\$49.18
senior deputy fire marshal I	\$40.82	\$41.85	\$42.89	\$43.96
deputy fire marshal	\$38.04	\$38.99	\$39.95	\$40.92
fire inspector	\$35.01	\$35.88	\$36.78	\$37.70

