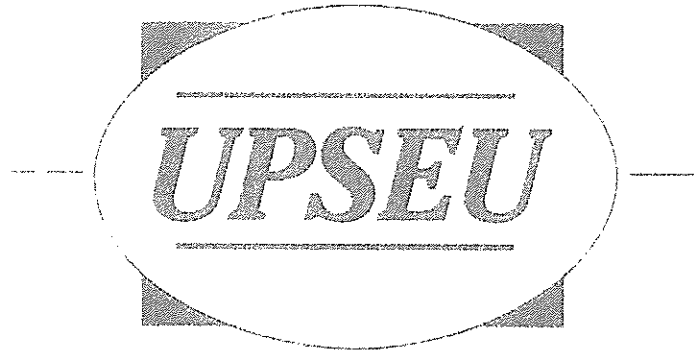


**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

TRUMBULL BOARD OF EDUCATION

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424 - Unit 75

CUSTODIAL/MAINTENANCE/SECURITY EMPLOYEES

July 1, 2021 to June 30, 2025

AGREEMENT BETWEEN

TRUMBULL BOARD OF EDUCATION

and

UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, UNIT 75
CUSTODIAL/MAINTENANCE/SECURITY

JULY 1, 2021 to June 30, 2025

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AGREEMENT

This Agreement is between the Trumbull Board of Education, Fairfield County, Connecticut, hereinafter referred to as the "Board," and non-certified school employees, Local 424, Unit 75, United Public Service Employees Union, UPSEU, hereinafter referred to as the "Union."

ARTICLE 1 - MANAGEMENT RIGHTS

Section 1.1

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to the effective date of this contract unless and only to the extent that such provisions of this Agreement specifically curtail or limit such rights, powers, and authority, including but not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, and layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, purchase 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; 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; to run the Department efficiently.

Section 1.2

The Union therefore agrees that it and the employees will wholeheartedly cooperate with the Board to assure that each employee performs a fair day's work.

ARTICLE 2 - RECOGNITION

Section 2.1

The Board hereby recognizes the Union as the sole and exclusive representative for all school custodians and maintenance employees excluding seasonal employees and supervisory employees of the Trumbull Board of Education for bargaining with respect to rates of pay, hours or work and conditions of work (as specified in the S.B.L.R. "Certification of Representative" in Case No. ME-1601 dated October 30, 1967 and Case No. ME-1427 dated May 23, 1966) also, case No. ME-4711 dated March 14, 2014, to include security guards in the above referenced unit.

Section 2.2

Hereinafter where the term "employee" is used without further explanation in this Agreement, it shall mean and include regular full-time and regular part-time employees described in Section 1. A regular part-time employee is defined as one who works 20 hours or more per week but less than 40 hours per week.

ARTICLE 3 - DUES CHECK OFF

Section 3.1

The Board agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card a sum certified in writing by UPSEU as Union dues.

Section 3.2

Deductions will be made weekly beginning the first pay day of each calendar month and all sums deducted shall be remitted to the UPSEU business office no later than the end of the calendar month in which the deductions are made. The Board will submit to the Union a monthly record of those employees from whom dues deductions have been made together with the amount of such deductions.

Section 3.3

The Union agrees to indemnify the Board for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Board for any deduction made or not made, as the case may be, unless a claim of error is made in writing to the Board within thirty (30) calendar days after the date of such deductions were or should have been made.

ARTICLE 4 - SENIORITY

Article 4.1

Seniority is defined as an employee's most recent period of continuous service within the certified unit.

Section 4.2

An employee's seniority will be broken and cease when he/she:

- a. Quits;
- b. Retires;
- c. Is discharged for just cause;

- d. Obtains a leave of absence by false or misleading statements;
- e. Utilizes a leave of absence for any other purpose than that for which it was granted;
- f. Is absent from work three (3) consecutive workdays without acceptable reason or without giving notice to his/her Plant Supervisor and/or the Supervisor of Custodial/Maintenance; except in case of emergencies;
- g. Exceeds a leave of absence without a satisfactory explanation to the Board;
- h. Fails to respond to notice of recall within five (5) working days;
- i. Fails to report to work within ten (10) working days after notice of recall;
- j. Accepts employment elsewhere while on a leave of absence;
- k. Is laid-off for a consecutive period equal to his/her seniority at the time of such layoff but in no event to exceed eighteen (18) months.

Section 4.3

The Board shall prepare a list of permanent employees within the bargaining unit showing their seniority and the time of service with the Board and the same to the Union during the first week of October each year.

Section 4.4

All vacancies within the bargaining unit shall be posted for a period of ten working days. All employees interested in said position shall be given the opportunity to designate such interest on a sign-up sheet. Applications received after the deadline will not be considered for the vacancy.

Section 4.5

- (a) When a promotional vacancy exists the Board shall post the vacancy within the bargaining unit for 10 days, and send a copy to the President of the unit, during which time any qualified candidate may apply, in writing, on an application form to be provided by the Board. Qualifications shall be based on the job description. It is the responsibility of the employee to obtain the form prior to the closing date of the posting. All applications for promotion must be received prior to the stated closing date for the application. All applications will be considered complete at the time of the closing date and the information on the forms may not be substantially altered after this time. Minor clarifications (out of date contact information, etc.) may be allowed. Any person deemed not qualified shall be notified of the reason for said determination as soon as possible.
- (b) If there is an anticipated vacancy, the Board, at their sole discretion, may initiate the vacancy filling process following the same rules described in this section.
- (c) Candidates shall be evaluated based on the following criteria:

1. Knowledge and ability demonstrated as a Board employee
2. Employee performance including:
 - i. Written evaluations
 - ii. Disciplinary records
 - iii. Interview(s) with current supervisors including building principals and other administrators
3. Quality of interview
4. Ability to get along with prospective coworkers
5. Overall experience
6. Seniority

All other factors being equal, seniority shall prevail.

For the purposes of this section only, any employee that has been suspended for cause within the prior year of the date of the posting, shall not be counted as qualified, unless there is a pending grievance.

If there are two (2) or less candidates that meet the minimum qualifications for a position, the Board has the right to post the position outside the bargaining unit.

(d) All applicants will take an exam as part of the promotional process. If a test for that position or a similar position exists, the Board will request copies of that test for the promotional exam. The Board shall have the right to create its own tests when no test is available or where test is no longer current or has been used more than three times.

1. The test shall be scheduled at the convenience of the Board. Make-up exams shall not be permitted.
2. During the written exam, the Board shall provide a proctor to assure the test is taken in a fair and honest manner.

(f) The Board management will not reveal specific sources for material used to develop tests nor shall they provide access to the testing material to anyone inside or outside of the bargaining unit other than during the testing procedure described above or if the testing material must be reviewed as part of a grievance investigation or similar labor action.

(g) After the tests have been graded, candidates will be notified of their scores and will have ten (10) days to review their exams from the date of the notification letter. Special consideration may be granted to an employee that is on vacation or absent due to illness or injury during this evaluation period. Employees shall not copy or remove any testing materials or part thereof at anytime.

(h) The employees with the top five (5) scores, above 60%, shall be interviewed and considered for the vacancy. If only four people pass the exam, those four will be interviewed. If only two people pass the test, section 4.5(d) above shall apply.

(i) After a candidate has been selected, a letter shall be issued to all the interviewed candidates informing them of the decision with a copy to the Union President.

Section 4.6

If the appointment in Section 4.5 above is a promotional opportunity for the appointed employee, then said employee shall be on a promotional trial period for forty-five (45) working days. If at the end of said period, the employer is not satisfied with the employee's performance in the promotional position, he/she shall be returned to his/her former position.

Section 4.7

When initially appointed to fill a promotional vacancy, the employee shall be paid at that rate in the new wage group which is closest to but higher than his/her current rate of pay. At the successful completion of the probationary period contained in 4.6 supra then the employee shall move to the maximum rate of the position.

Section 4.8

(a) No permanent employee shall be fired, suspended or otherwise disciplined, except for just cause.

(b) Prior to a decision to suspend or discharge an employee, the employer shall meet with the employee and Unit President, or designee if unavailable, to inform him/her of the charges so that the employee may have the opportunity to explain his/her actions.

ARTICLE 5 – LAYOFF RECALL/VACANCIES

Section 5.1

(a) When it is necessary to eliminate a position, the employee in the effected position shall have the opportunity, on the basis of qualification and seniority, to fill any job vacancy in his/her job classification or wage group for which he/she can perform such work.

In the event that no such vacancy exists, the least senior employee within the affected classification shall be laid off first. In the event that the displaced employee has seniority over an employee in a lower classification, he/she shall displace the least senior employee in that classification, providing that he/she can perform the work.

The employee thus displaced, on the basis of seniority, shall have the opportunity to displace the least senior employee in the next lower wage group, providing that he/she can perform the work.

Employees laid off as a result of the above shall be put on a recall list for a period of eighteen (18) months, and shall be recalled in reverse order of their layoff, with the most senior employee being the first to be recalled, providing that he/she can perform the work.

Employees displaced but not laid off as a result of the above shall have a right, for a period of eighteen (18) months, to recall to any vacancy in his former position or a position in the same classification.

(b) For purposes of layoff and reduction in force there will be two separate seniority lists, one for custodial/maintenance and another separate list for security guards. Security guards may not bump into or be recalled into a custodial/maintenance position, nor may a custodial/maintenance employee bump into, or be recalled into, a security guard position.

(c) No employee shall be transferred unilaterally for more than two weeks from the school at which they are assigned except for just cause.

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 6.1

An employee shall be considered a probationary employee for one hundred eighty (180) calendar days following his/her first day of work for the Board during which period such employee may be laid off or terminated without regard to this Agreement.

Section 6.2

The one hundred eighty (180) day probationary period set forth above shall be counted as part of the employee's seniority after the employee is considered permanent.

Section 6.3

The probationary employee shall not be eligible for any benefits during the first sixty (60) days of his/her probation. Once an employee successfully completes the first sixty (60) days of his/her probationary period, he/she shall receive retroactively all benefits that accrue to permanent employees except that insurances shall be effective on the sixty-first (61st) day of the probationary period.

ARTICLE 7 - HOURS OF WORK

Section 7.1

The normal hours of employment for all full time employees in the bargaining unit shall be eight (8) hours per day and forty (40) hours per week. This shall include a 30 minute unpaid duty free lunch for a total scheduled work day of eight and one-half (8 ½) hours and eight (8) hours of actual work time.

Section 7.2

Hours worked by employees in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular straight time hourly rate (except as provided in Section 6.1). Any work performed on a Saturday as such shall be compensated at time and one-half provided that the employee so working has been paid for the last work day prior to Saturday work, in accordance with the provisions of this Agreement, except that the employee on an unpaid leave, emergency personal time or personal day not approved at least forty-eight (48) hours in advance or who calls in sick shall be compensated at his/her straight time rate for any work (all hours) performed on a Saturday.

Section 7.3

Hours worked by such employees on Sundays and holidays (or days celebrated as such) shall be paid at the rate of double the employee's regular straight time hourly rate except as provided in Section 4 and 5 of this Article. Employees required to work during a weekend on which a three (3) day holiday occurs shall be guaranteed at least one (1) full day of pay at double time rates.

Section 7.4

On Saturday, Sunday and holiday mornings before twelve (12) o'clock noon, and evenings after 5:00 p.m., building custodians, or their alternates as provided in advance by their maintenance supervisor, may be required by their supervisor to make a thorough security check of their respective schools. Compensation for such security check of each school shall be at the rate of one and one-half (1 ½) times the employee's regular straight time rate for two (2) hours work, provided, however, that such two (2) hours are in excess of forty (40) hours worked in the week. It is understood and agreed that this section shall not apply on Saturday, Sunday and holiday mornings if the building custodian is required to perform duties other than his thorough security check. It is further understood and agreed that the Sunday and holiday double time rate shall not apply in any manner whatsoever. All hours worked performing thorough security checks shall not be counted and recorded as overtime for the purposes of equalization of overtime.

Section 7.5

There shall be no duplication or pyramiding of overtime.

Section 7.6

Nothing herein shall be construed as a guarantee by the Board of an eight (8) hour day or a forty (40) hour week.

Section 7.7

(a) It is understood and agreed that the Board may subcontract out bargaining unit work provided that such subcontracting does not result in a layoff of bargaining unit employees or in the subcontracting of work which is regularly performed by bargaining unit employees on an overtime basis.

(b) It is specifically understood that the Board may subcontract bargaining unit work, even if such work is regularly performed on an overtime basis, if after a reasonable attempt to contact bargaining unit members the complement of employees needed is unavailable or if the Superintendent of Schools or alternate (Director of Operations) declares an emergency exists.

(c) In addition, the Board shall have the right to use up to four (4) non-union substitutes for less than twenty (20) hours per week each, to fill in for bargaining unit members who are absent due to illness, injury or taking a vacation, personal day or other leave. The substitute may only perform the duties of a Wage Grade II or lower.

Section 7.8

Employees shall be entitled to one-half (1/2) hour uninterrupted lunch period, except as provided in Section 7.1 and in cases of emergency or when unsanitary, unhealthful or dangerous conditions exist within their building. Schools will not be left unattended by employees during the lunch period when school is in session.

Section 7.9

An employee scheduled for work on a shift other than his/her normal shift is entitled to an off-shift premium of \$0.30 an hour; effective July 1, 2018 \$0.35 an hour; effective July 1, 2019 \$0.50 an hour; effective July 1, 2021 (not retroactive) \$0.55 an hour; and effective July 1, 2022 \$0.60 an hour. The premium is not applicable when the employee is scheduled at his/her request or convenience. One (1) week's notice of the change in shift will be given to the employee(s) unless it is impractical.

Section 7.10

Any employee called to work other than his/her regularly scheduled workday shall receive a guarantee of three (3) hours work. If such three (3) hours are in addition to his/her regular eight (8) hours worked that day, such three (3) hours shall be paid at the rate of time and one-half (1 ½).

Section 7.11

Overtime in each school shall be divided equally among the custodians regularly assigned to that school. Best efforts shall be made for security to divide overtime equally among bargaining unit members within their respective schools. The Maintenance Department will keep a running aggregate total for each Wage Grade VI Maintenance employee. Generally, overtime will first be offered to the person(s) with the lowest running total.

Section 7.12

Overtime notice for the weekend shall be given on Thursday except in case of emergency, if possible.

Section 7.13

The work year for Security Guards who work a 10 month year shall consist of the student school year (currently 182 days) plus three days for a total (currently) of 185 days. In the event of school cancellation, Security Guards will not be paid for the day; however, shall be paid for any make up days required to be worked at the end of the school year.

ARTICLE 8 - HOLIDAYS

Section 8.1

For the purpose of this Agreement, the following shall be recognized as paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
	Christmas Day

The above shall also apply to 10 month Security Guards with the exception of Independence Day.

In addition thereto, there shall be two (2) additional paid floating holidays which shall be determined by the Board.

Section 8.2

If one (1) of the eleven (11) above-listed holidays falls on a Sunday, the following Monday shall be considered a holiday. If one (1) of the eleven (11) listed holidays falls on a Saturday, the holiday shall be observed on the Friday preceding, unless schools are opened to pupil attendance in which instance employee shall work and be given another day off during the fiscal year at a time mutually agreed to by the Board and the employee.

Section 8.3

All work done by an employee on any of the aforementioned holidays or days observed as such, shall be paid at the rate of double the regular straight time hourly rate except as set forth in Article 7, Section 7.4 and Article 8, Section 8.2.

Section 8.4

In order to be eligible for holiday pay, an employee must work their entire shift on the last scheduled work day prior to, and the next scheduled work day after, such holiday.

Section 8.5

An employee will be relieved of the obligation to comply with the conditions set forth in Section 4 preceding, if such absence is caused by the employee's hospitalization, an accepted workers compensation injury or a leave covered by the FMLA.

ARTICLE 9 - VACATIONS

Section 9.1

All full-time permanent employees shall be granted annual leave (July 1 – June 30) as follows:

From 1 to 5 years of continuous service	2 weeks
From 6 to 10 years of continuous service	3 weeks
After 11 years of continuous service	3 weeks plus 1 day
After 12 years of continuous service	3 weeks plus 2 days
After 13 years of continuous service	3 weeks plus 3 days
After 14 years of continuous service	3 weeks plus 4 days
After 15 years of continuous service	4 weeks

Ten (10) month Security Guards will be entitled to 80% of the above annual vacation leave.

Section 9.2

Vacations shall be granted on a first come, first awarded basis subject to the demands of the system throughout the year as determined by the department head. Pending approval, requests received within the same week will be awarded by seniority subject to the demands of the system throughout the year as determined by the department head. Vacation time shall be scheduled at least one week in advance.

Employees shall receive a response to a vacation request within fifteen (15) calendar days of receipt thereof. If the fifteenth day is a non-workday, the employee shall be notified by the next workday.

Section 9.3

Prorated vacation pay will be granted to employees who have over one (1) year of service who voluntarily quit after giving two (2) weeks' notice to the Board, or who are laid off or terminated for the convenience of the Board. However, it is understood and agreed that no prorated vacation pay will be granted to any employee who is discharged for just cause.

Section 9.4

Up to one (1) week of vacation time may be taken on a half-day basis. All other vacation time shall be taken on a full-day basis.

Section 9.5

Voluntary accumulation of up to ten (10) days of vacation may be allowed with the approval of the Superintendent. Accumulated time must be used within the next fiscal year (July 1 – June 30) or it shall be forfeited.

ARTICLE 10 - LEAVE PROVISIONS

Section 10.1

a. Full-time permanent employees shall be granted paid sick leave on the basis of one and one quarter (1 1/4) days per month up to fifteen (15) days per year. Such sick time may be accumulated up to 180 days. Employees who have accumulated in excess of 180 days as of May 30, 2007, shall be allowed to continue to accumulate up to said amount provided as the amount accumulated drops, the maximum amount of accumulation shall also drop until it reaches 180. Employees hired after July 1, 1998, shall be entitled to (12)

days of sick leave annually. Security Guards hired after the date of ratification of this Agreement will accrue sick days at the rate of one (1) day per month worked, for a total of ten (10) days per year.

b. Each employee who terminates his/her employment with the Board following his/her normal or early retirement date, as defined in Section 1.1 of the "Town of Trumbull Retirement Plan," adopted April 12, 1976, as amended, 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 seventy-five (75) days.

If an employee has accumulated more than seventy-five (75) days, he/she will be eligible for payment, as set forth above, for the seventy-five (75) days most recently accumulated. In the event that an employee who has reached his/her normal or early retirement date, as defined above, dies while still in the employ of the Board, his/her spouse or estate will be eligible to receive the payment.

Effective for employees hired after the date of ratification of this Agreement, such employees will be paid one-half of the value of each unused sick day in the year accumulated for up to one hundred and fifty (150) days for a maximum payout of seventy-five (75) days.

Section 10.2

a. Employees who are absent from work due to illness or injury three (3) consecutive working days or more may be required to present a doctor's certificate as proof of such illness or injury. It is understood and agreed that prior to the time that the employee returns to work from sick leave, the board has the right to require such employee to submit to a physical examination by a doctor of the Board's choosing. Such examination is to be at the Board's expense.

b. If the Board believes an employee has demonstrated a pattern of habitual or continuous absences, or demonstrated a pattern of abuse, the Board shall notify in writing the employee of this finding. Thereafter, if an employee continues to demonstrate the alleged pattern, and makes a claim for a sick day or sick days for said period of absence, the Board shall retain the right to verify the reason for the absence, including, but not limited to, requiring the employee to obtain a doctor's certificate. Where the Board requires an employee to obtain a doctor's certificate under these circumstances, and the employee has not consulted a physician in connection with the alleged illness or injury giving rise to the absence, the Board shall bear the cost of the doctor's charge for preparing the certificate.

c. An unpaid leave of absence may be taken in accordance with the Family and Medical Leave Act. Any leaves provided for in this Agreement which would qualify for FMLA leave shall be counted towards eligibility for FMLA leave. In addition, employees may request an unpaid leave of absence of up to 30 days for leaves not qualifying under the Family and Medical Leave Act.

d. (1) Employees shall be granted three (3) days of personal leave with pay per year on their anniversary date. Personal days may be taken in increments of four (4) hours upon providing at least forty-eight (48) hours notice provided, however, in the case of an emergency, less than forty-eight (48) hours notice may be provided in which event the employee will only be charged for the time not worked, i.e., shall not be subject to the four (4) hour increment requirement.

(2) Ten (10) month Security Guards shall be granted two (2) days of personal leave per year subject to the same terms and conditions set forth in d.(1) above.

e. No employee on paid sick leave from the Board shall engage in any other employment until he/she has returned to work for the Board.

f. Employees shall not accrue sick, vacation or personal leave during any leave of absence.

Section 10.3

a. Funeral Leave - if death occurs in an employee's immediate family, he/she shall be allowed up to five (5) consecutive days of eight (8) hours each (excluding Saturday and Sunday) for time lost from his/her regular work week at his/her straight time hourly rate, the last day of which is to be the day of the funeral at which the employee is in attendance. Funeral pay shall be paid only for the days for which an employee is scheduled to work. For purposes of this Section, the immediate family is defined as the employee's wife, husband, child, mother and father.

b. In the event of the death of an employee's mother-in-law, father-in-law, brother or sister two (2) working days of leave with pay shall be granted. In the event of the death of an employee's grandparent, grandchild, niece, nephew, aunt, uncle, sister-in-law or brother-in-law one (1) working day of leave with pay shall be granted.

c. The purpose of this Section is to provide employees who are working with time off to make funeral arrangements and to attend the funeral. Thus, this benefit is not payable in the event the death occurs while an employee is not scheduled to work during an employee's vacation, layoff, or other leave of absence.

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

Section 10.4

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he/she receives for jury duty and the amount he/she would normally earn for a regular work day (excluding overtime). Employees must notify the department head immediately upon receipt of jury notices.

Section 10.5

A military leave of absence will be granted for a maximum of two (2) weeks whenever an employee who is a member of a reserve or National Guard unit is required to report for short term training. He/she will be paid the difference between the total military pay received and his/her regular straight time earnings had he worked the period of time governing the tour of duty. This leave shall be in compliance with the Uniformed Services Employment and Reemployment Rights Act.

Section 10.6

Effective July 1, 2018, all accruals (e.g. sick leave, vacation, personal days) shall be on a fiscal year basis.

ARTICLE 11 - WAGES

Section 11.1 - Wages 2021-22

Effective and retroactive to July 1, 2021 employees shall receive a general wage increase of two and one-quarter (2.25%) percent; in addition, employees not at the maximum step shall advance one (1) step. Only employees still employed as of the later of date of ratification by the Union and approval by the Board shall be eligible for retroactive payment.

Section 11.2 – Wages 2022-23

Effective July 1, 2022 employees shall receive a general wage increase of two (2.0%) percent; in addition, employees not at the maximum step shall advance one (1) step.

Section 11.3 – Wages 2023-24

Effective July 1, 2023 employees shall receive a general wage increase of two and one-quarter (2.25%) percent; in addition, employees not at the maximum step shall advance one (1) step.

Section 11.4 – Wages 2024-25

Effective July 1, 2024 employees shall receive a general wage increase of two (2.0%) percent; in addition, employees not at the maximum step shall advance one (1) step.

Section 11.5

The wage schedules in effect for 2021-22, 2022-23, 2023-24 and 2024-25 and the assignment of positions to wage groups therein shall be attached as Appendix A.

Section 11.6

All employees hired after June 1, 1990 shall be hired at five percent (5%) below the minimum step for the respective wage group for which they were employed.

Upon completion of his 90th calendar day of employment, the employee shall be moved to Step 1 of his/her respective wage grade.

Employees shall advance to Step 2 of his/her respective wage grade upon reaching his one year anniversary. Employees shall advance to Step 3 of respective wage grade eighteen months after commencing employment.

Section 11.7

For purposes of this Article, "Skilled Trades" shall be defined as the positions of painter, welder, plumber, electrician, auto mechanic, carpenter, roofer/IAQ specialist, assistant maintenance mechanic, assistant auto mechanic, and HVAC mechanic in their respective wage grades.

Section 11.8

If the Board finds it necessary to hire a new employee in any of the preceding classifications at other than the minimum rate, each employee in the same classification as such newly hired individual, and who is being paid at an hourly rate which is less than the rate being paid to the newly hired individual, shall have his/her hourly rate increased so that it will be equal to the hourly rate of such newly hired individual.

Section 11.9

Effective sixty (60) days after ratification of this Agreement (2021-2025) employees shall be paid bi-weekly; i.e. every two weeks.

Section 11.10

Elementary School Night Differential

In elementary schools without a night supervisor, each elementary night custodian would receive a \$0.35 an hour differential to be added to his/her regular hourly wage when the custodian works regular evening hours. Effective December 29, 2015, the amount shall increase to \$0.40 dollars; effective July 1, 2016 it shall increase to \$0.50 an hour; effective (not retroactive) July 1, 2021 it shall increase to \$0.55 an hour; effective July 1, 2022, it shall increase to \$0.60 an hour. In order to be eligible for the night differential, the shift must commence at 2:00 p.m. or later.

ARTICLE 12 - LONGEVITY

Section 12.1

For employees hired before December 29, 2015, in each fiscal year, in addition to the wages which each employee receives, each employee who has completed ten (10) but less than fifteen (15) years of service as of December 1 of each year shall receive a longevity payment of three hundred fifty (\$350) dollars per year. Each employee who has completed fifteen (15) or more years of service as of December 1 of each year shall receive a longevity payment of four hundred and seventy-five (\$475) dollars per year.

Section 12.2

Longevity payments shall be made on the first pay day in December of each fiscal year.

ARTICLE 13 - GROUP INSURANCE

Section 13.1

As used in this Agreement, the term "group insurance" shall include coverage as follows, or the equivalent provided by another carrier selected by the Board.

Section 13.2

Each full time permanent employee, employee and dependent, or family membership shall be covered by the following insurance plan:

Effective September 1, 2016, the Anthem Health Insurance Plan in effect shall be replaced by the State of Connecticut Partnership 2.0 Plan.

In the event of: (1) a material change in the co-payments and/or deductibles in the Partnership 2.0 Plan; (2) the State assesses any material surcharge or similar fee on top of the premiums charge for the Partnership Plan; or (3) the Partnership 2.0 Plan shall be terminated, the Parties agree to enter into mid-term bargaining regarding health insurance. Moreover, should the Board elect to leave the Partnership 2.0 Plan before expiration of the collective bargaining agreement for the period beginning July 1, 2017, the Parties shall enter into mid-term bargaining for a plan that is equal to or better than, on an overall basis, the health plan in effect as of June 30, 2016.

Employees shall pay employee co-pay contributions as follows:

7/1/21	Effective July 1, 2021 – 17.5% (not retroactive)
7/1/22	Effective July 1, 2022 – 18%
7/1/23	Effective July 1, 2023 – 18.5%
7/1/24	Effective July 1, 2024 – 19%

The Board shall implement an I.R.C. 125 plan with respect to employee contributions towards health insurance.

Part-time employees regularly scheduled to work less than thirty (30) hours per week shall be eligible for single coverage only provided however, any employees receiving dependent coverage as of the date of signing of the 2010-2014 Agreement shall be grandfathered, i.e., allowed to continue the level of coverage he/she is receiving.

Section 13.3

Dental coverage shall be provided under the Partnership 2.0 “Unlimited Maximum Plan” option or its equivalent.

Section 13.4

Participation in the group insurance plans described in this Article shall be voluntary. Employees who do not signify their desire to participate in said plans on forms provided by the Board shall not be eligible for benefits under said plans.

Employees who opt out, i.e. waive health insurance coverage, shall be entitled to the following payment so long as the Partnership 2.0 Plan is the plan offered to bargaining unit members:

Single	\$600
Two Person	\$875
Family	\$1,250

Employees who receive board provided health insurance coverage through their spouse or parent shall not be eligible to receive the above payment.

Payments to those waiving health insurance coverage will be made in two installments: one-half in December, and one-half in June of each year.

Section 13.5

Group term life insurance coverage for each eligible full-time employee in the amount of \$30,000. Ten (10) month Security Guards shall receive \$20,000 in life insurance coverage.

Section 13.6

Eligibility for and the amount of benefits to be paid pursuant to any of the policies purchased in accordance with the provisions of this article shall be determined by the terms of the particular policies. Disputes concerning eligibility for or the amount of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration procedure contained in this Agreement.

Section 13.7

The Board shall notify an employee of any change in said employee's insurance coverage, or status when the Board receives such notice from the insurance carrier as the case may be. Employees shall promptly notify the Board of any change in their personal status which has an effect upon their status or coverage under the insurance plans provided by the Board pursuant to this article.

Section 13.8

In the event the Board decides to change carriers during the term of this Agreement or to self-insure in whole or in part, the Board will provide the same coverages described above or their equivalent and will give the Union notice of its decision at least thirty (30) days in advance of its implementation.

Section 13.9

Retirees shall have the option to purchase medical/surgical insurance, as provided in Section 12.2 (a) at the group rate paid by the Board for the retiree and his/her spouse up to age 65. The retiree shall bear the full cost of any insurance selected, and payment shall be made to the Board under the terms set by the Board.

Section 13.10

Any employee whose spouse is an employee of the Board shall not be eligible to cover said spouse and family members by the insurances described in Section 13.1 or 13.2 above if the spouse and family members are covered by equivalent insurances provided to the spouse and paid for by the Board.

ARTICLE 14 - WORK FLEXIBILITY

Section 14.1

It is understood that from time to time, an employee may be required to perform part or all of the duties of a classification other than his/her own without affecting his/her rate of pay. When an employee is required by the Board to perform the duties of a classification higher than his/her own for eight (8) hours or more, he/she shall begin to receive the same hourly step in the higher classification as his/her step in his/her normal classification for those hours that the employee actually performs the duties which distinguish the higher classification; and provided further, that employees who regularly work the evening shift, shall continue to receive their night differential when required to perform the duties of an employee on the day shift.

Whenever the Board assigns an employee to perform part or all of the duties of a classification higher than his own pursuant to this Section 14.1 for eight hours or more, it shall do so in writing, which may include an email, to avoid any uncertainty as to whether the employee has been assigned to perform such duties.

If the assignment to the higher classification is made to temporarily replace another employee, the rate of the employee so assigned shall not exceed the rate paid to the employee being replaced.

ARTICLE 15 - SUPERSENIORITY

Section 15.1

In the event of a layoff, four (4) union officers and the chief steward shall have superseniority in his/her same or lower classification provided that he/she is qualified to perform the remaining available work. The names of said officers and stewards will be immediately forwarded in writing to the Board upon their election. Notification will be given thereafter in writing to the Board if there is a change in the composition of said list of Union officers and steward. The same procedure as contained in Section 4.9 shall be applied to Union officers.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1

A grievance is defined as a dispute as to the interpretation or application of the specific provisions of this Agreement. The employee, the Union and the Board have the right to file a grievance. Grievances as defined herein shall be settled promptly in the manner as hereinafter set forth:

Section 16.2

Step 1 - Employee to Immediate Supervisor

The employee and/or his/her immediate steward, as authorized by the employee shall present, in writing on the specified UPSEU grievance form, to the employee's supervisor or his/her alternate all facts available pertaining to the problem or incident within ten (10) working days after the event giving rise to the grievance. After meeting with the employee, the supervisor or alternate shall adjust the problem or notify the employee and/or his/her representative of his/her decision within five (5) working days after receipt of the grievance.

Section 16.3

Step 2 - To the Director of Operations

If either party feels there should be further review, the facts pertaining to the problem shall be represented to the Plant Administrator or alternate, in writing on the specified UPSEU grievance form, by the Chief Steward and signed by the employee within five (5) working days after the date of the Step 1 response. The Facilities Director or alternate shall review the problem and discuss it with the employee and his/her representative and render a decision in writing within five (5) working days after the date of the Step 2 grievance meeting.

Section 16.4

Step 3 - To the Superintendent of Schools

If either party still feels further review is necessary, it must request a hearing from the Superintendent of Schools or alternate, in writing on the specified UPSEU grievance form, within five (5) working days after the date of the Step 2 response. The Superintendent of Schools or alternate in this step shall, as soon as practicable, but not later than ten (10) working days after the date of the request for hearing conduct a hearing at which all parties concerned shall have the right to be present and to present their evidence. After hearing all evidence, the Superintendent of Schools or alternate shall render his/her

decision in writing as soon as it is practicable, but not later than five (5) working days after the close of the hearing.

Section 16.5

Step 4 - To The American Arbitration Association

In the event that either the Union or the Board feels that further review is justified, such party must submit the matter to arbitration within fifteen (15) working days from the date of the written decision by the Superintendent of Schools or alternate under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be empowered only to hear and determine the issue by interpreting the provisions of this agreement, and shall not have the power to add to, subtract from, alter, modify, or amend any provision of this agreement. In the event that back pay or other money damages are an issue, the arbitrator may not award any such back pay or other money damages prior to the date that the grievance is first reduced to writing and presented to the other party as set forth in Step 2 preceding. The decision of the arbitrator shall be final and binding on the parties.

Section 16.6

Grievances shall be filed and processed on grievance forms agreed to by the Board and the Union.

ARTICLE 17 - PRIOR PRACTICE

Section 17.1

Nothing in this Agreement shall be construed to abridge any right, benefit or privilege that the employees have enjoyed unless specified herein.

Section 17.2

If an employee is required by the Board to undergo a medical examination as a condition of employment, then said examination shall be performed by a physician designated by the Board at no cost to the employee.

Section 17.3

Any memorandum of agreement or similar agreement not incorporated into or attached to this Agreement shall be null and void.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

Section 18.1

During the life of this Agreement, there shall be no strike, slowdown or stoppage or curtailment of work or other type of interference by employees or employee, nor shall there be any lockout by the Board in any part of the Board's operation.

Section 18.2

Participation by any employee in an act violating this Article in any way will be cause for discipline.

ARTICLE 19 - MISCELLANEOUS

Section 19.1

Any employee required to use his/her own automobile in traveling between schools as work requires shall be reimbursed for the use of his/her automobile at the rate set by the Internal Revenue Service for business mileage deductions.

Section 19.2

In the event that any provisions or portions of this Agreement are ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

Section 19.3

The Unit President, or another officer in the Unit if the President is unavailable, may be granted reasonable time off during working hours without loss of pay to investigate and settle grievances provided that the president or chief steward request permission from his/her first level supervisor outside the bargaining unit. If said supervisor is unavailable, permission shall be required from the first level supervisor within the bargaining unit. Permission may be withheld by the supervisor because of operating requirements, but such permission may not be withheld for more than 24 hours except in department-wide emergencies. The employee's time card or time sheet shall be appropriately marked indicating the time devoted to said union business.

Section 19.4

The Board shall be responsible for maintaining all personnel records and administering all benefits provided to employees. Within 30 days of said notification, employees shall have the right to check said records and to grieve any alleged discrepancy. The Unit president

shall be copied on all discipline related to bargaining unit employees at the time of issuance. Thereafter, employees shall be provided records of accrued sick leave, vacation leave, and personal time no later than January 30 and July 30 each year.

Section 19.5

The local Union president or designee shall be granted leave from duty with pay for Union business, such as attending Union educational conferences (i.e., workplace violence, OSHA training, etc.) provided that the total leave for the purpose set forth in this section shall not exceed two(2) working days in any year for said employee. This leave must be in whole day increments unless otherwise mutually agreed. The Union agrees to give as much notice as possible but in no event will the notice be less than forty-eight (48) hours. Such leave must be approved by the Superintendent.

Section 19.6

The Town shall provide bulletin board space for the Union for posting of notices in the areas designated for such notices.

Section 19.7

Any employee who may be required as part of their duties to drive a Trumbull Public Schools vehicle must report to the Board any motor vehicle infractions, including but not limited to, speeding, DUI, reckless driving, as well as any loss or suspension of their license and/or driving privileges.

Section 19.8

The Union's 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. The Union representative will notify the Board of Education prior to said visits.

Section 19.9

The Board of Education shall provide bulletin board space for the Union for posting of notices in the areas designated for such notices.

Section 19.10 – Leave of Absence

An employee requesting leave of absence without pay may be granted the same discretion of the Department Head upon reasonable cause being given. Such leave shall not exceed six (6) months. During such leave of absence not in excess of thirty (30) days,

insurance benefits will remain in effect. Insurance benefits may be counted at the employee's cost in the case of leaves of absences in excess of thirty (30) days.

Section 19.11 – Union Leave

(a) One (1) member of the Union may be designated to process grievances and any other labor relations issues and such member and grievant(s) shall be granted leave of duty with full pay while engaged in processing said grievance, at each step of the procedure through arbitration.

(b) During contract negotiations the Union shall have the right to have five (5) members of its negotiating committee present for all meetings. When such meetings take place during scheduled work hours, they will be granted leave with full pay.

ARTICLE 20 - SAFETY AND HEALTH

Section 20.1

Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

Section 20.2

Should an employee complain that his/her work requires him/her to be in situations unsafe, unhealthy, or in violation of acceptable safety rules, the matter shall be considered immediately and corrected by representatives of the Board provided his/her claim has merit.

Section 20.3

All maintenance employees shall be reimbursed up to \$150 per year (July 1 – June 30) for the purchase of OSHA approved safety boots. Proof of purchase may be required by the Board.

ARTICLE 21 - NON-DISCRIMINATION

Article 21.1

Neither the Board nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, handicap, political affiliation, sex, age, marital status, any other protected class or union membership.

ARTICLE 22 - PENSION PLAN

Article 22.1

Employees may enter the Town Pension Plan after one (1) year of Board service. Employees shall contribute 5.5% towards the cost of the plan.

Section 22.2

Benefits under the Town of Trumbull Pension Plan shall be as negotiated between the Town and UPSEU, Local 424 in a separate collective bargaining agreement.

Section 22.3

(a) For employees hired after December 29, 2015, they shall not be eligible for participation in the Defined Benefit Plan as referenced above. Said employees shall participate in the Trumbull Board of Education Defined Contribution Plan which is attached as an appendix to this contract.

(b) Effective December 29, 2015 the Board will match employee's contributions to the defined contribution plan up to five percent (5%) of the employee's annual salary.

Effective July 1, 2016, the Board will match employee contributions up to five and one-half (5.5%) percent. Employee's participation is mandatory. Vesting of Employer's contributions shall be as follows:

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

Personal loans shall not be allowed.
Normal Retirement age shall be 62.

The Board will provide the Union with at least one hundred and twenty (120) days' notice of any change in plan administration to allow the Union an opportunity to discuss the change.


ARTICLE 23 - DURATION

Section 23.1

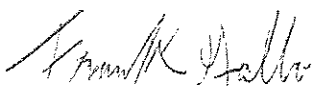
This Agreement shall remain in force and effect until 11:59 p.m. June 30, 2025 and thereafter shall be considered automatically renewed for a successive period of one (1) year unless either party shall on or before the sixtieth (60th) day prior to June 30, 2025 serve written notice by registered mail on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be signed and executed by its mutually authorized officers and representatives as of this 10th day of December, 2021.

Local 424, United Public Service
Employees Union



Union President
Kevin Boyle



Unit President, Frank Gallo
Unit 75, UPSEU

Trumbull Board of Education



Dr. Martin Semmel
Superintendent



Chairperson, Lucinda Timpanelli
Board of Education

APPENDIX A-1
(2021-22)
HOURLY WAGE RATES

<u>WG</u>	<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
II	Cleaner/Janitor	\$16.85	\$17.42	\$18.24
III	Middle School Security Guard Elementary School Security Guard	\$22.59	\$23.43	\$24.59
IV	Custodian Building Custodian II (Long Hill)	\$24.42	\$25.24	\$26.40
V	Building Custodian III Utility Maintenance Man Pool Custodian VI Building Custodian III, Early Learning Center THS Security Guard	\$26.23	\$27.12	\$28.45
VI	Building Custodian II (Booth Hill, Jane Ryan, Tashua, Daniels Farm, Middlebrook, Frenchtown) THS Security Guard II Utility Maintenance Building Custodian II-Agriscience	\$28.27	\$29.27	\$30.57
VIIA	Building Custodian I (Hillcrest/Madison) THS Night Supervisor Security Supervisor	\$30.56	\$31.73	\$33.06
VIIIB	Skilled Trades: Utility Maintenance Leadman (1) Indoor Air Quality Specialist Painter Assistant Maintenance Mechanic Roofer	\$31.26	\$32.47	\$33.68
VIIIA	Building Custodian (THS) Outside Leadman (1)	\$33.09	\$34.36	\$35.81
VIIIB	Skilled Trades: Welder Electrician Carpenter Plumber HVAC Mechanic Auto Mechanic	\$33.75	\$35.04	\$36.50
IX	Leadman	\$35.81	\$37.27	\$39.01

The above wage scale reflects a 2.25% increase retroactive to July 1, 2021.

Annual Stipends

Maintenance Mechanic/Plumber (testing, maintenance, etc. of fire alarm system; must have F-1, or other appropriate license, and Fire Engineer license)	\$2,250
Custodial Service Technician	\$1,750
Team Leader *prorated if duties split	\$3,000*

APPENDIX A-2
(2022-23)
HOURLY WAGE RATES

<u>WG</u>	<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
II	Cleaner/Janitor	\$17.19	\$17.77	\$18.61
III	Middle School Security Guard Elementary School Security Guard	\$23.04	\$23.89	\$25.08
IV	Custodian Building Custodian II (Long Hill)	\$24.91	\$25.74	\$26.93
V	Building Custodian III Utility Maintenance Man Pool Custodian VI Building Custodian III, Early Learning Center THS Security Guard	\$26.75	\$27.66	\$29.01
VI	Building Custodian II (Booth Hill, Jane Ryan, Tashua, Daniels Farm, Middlebrook, Frenchtown) THS Security Guard II Utility Maintenance Building Custodian II-Agriscience	\$28.84	\$29.86	\$31.18
VIIA	Building Custodian I (Hillcrest/Madison) THS Night Supervisor Security Supervisor	\$31.17	\$32.36	\$33.72
VIIIB	Skilled Trades: Utility Maintenance Leadman (1) Indoor Air Quality Specialist Painter Assistant Maintenance Mechanic Roofer	\$31.88	\$33.12	\$34.35
VIIIA	Building Custodian (THS) Outside Leadman (1)	\$33.75	\$35.04	\$36.52
VIIIB	Skilled Trades: Welder Electrician Carpenter Plumber HVAC Mechanic Auto Mechanic	\$34.43	\$35.74	\$37.23
IX	Leadman	\$36.52	\$38.02	\$39.79

The above wage scale reflects a 2.0% increase.

Annual Stipends

Maintenance Mechanic/Plumber (testing, maintenance, etc. of fire alarm system; must have F-1, or other appropriate license, and Fire Engineer license)	\$2,250
Custodial Service Technician	\$1,750
Team Leader *prorated if duties split	\$3,000*

APPENDIX A-3
(2023-24)
HOURLY WAGE RATES

<u>WG</u>	<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
II	Cleaner/Janitor	\$17.57	\$18.17	\$19.02
III	Middle School Security Guard Elementary School Security Guard	\$23.56	\$24.43	\$25.65
IV	Custodian Building Custodian II (Long Hill)	\$25.47	\$26.32	\$27.53
V	Building Custodian III Utility Maintenance Man Pool Custodian VI Building Custodian III, Early Learning Center THS Security Guard	\$27.35	\$28.28	\$29.67
VI	Building Custodian II (Booth Hill, Jane Ryan, Tashua, Daniels Farm, Middlebrook, Frenchtown) THS Security Guard II Utility Maintenance Building Custodian II-Agriscience	\$29.49	\$30.53	\$31.89
VIIA	Building Custodian I (Hillcrest/Madison) THS Night Supervisor Security Supervisor	\$31.88	\$33.09	\$34.48
VIIB	Skilled Trades: Utility Maintenance Leadman (1) Indoor Air Quality Specialist Painter Assistant Maintenance Mechanic Roofer	\$32.60	\$33.87	\$35.13
VIIIA	Building Custodian (THS) Outside Leadman (1)	\$34.51	\$35.83	\$37.35
VIIIB	Skilled Trades: Welder Electrician Carpenter Plumber HVAC Mechanic Auto Mechanic	\$35.20	\$36.55	\$38.07
IX	Leadman	\$37.35	\$38.87	\$40.68

The above wage scale reflects a 2.25% increase.

Annual Stipends

Maintenance Mechanic/Plumber (testing, maintenance, etc. of fire alarm system; must have F-1, or other appropriate license, and Fire Engineer license)	\$2,250
Custodial Service Technician	\$1,750
Team Leader *prorated if duties split	\$3,000*

APPENDIX A-4
(2024-25)
HOURLY WAGE RATES

<u>WG</u>	<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
II	Cleaner/Janitor	\$17.93	\$18.54	\$19.41
III	Middle School Security Guard Elementary School Security Guard	\$24.03	\$24.92	\$26.16
IV	Custodian Building Custodian II (Long Hill)	\$25.98	\$26.85	\$28.09
V	Building Custodian III Utility Maintenance Man Pool Custodian VI Building Custodian III, Early Learning Center THS Security Guard	\$27.90	\$28.85	\$30.26
VI	Building Custodian II (Booth Hill, Jane Ryan, Tashua, Daniels Farm, Middlebrook, Frenchtown) THS Security Guard II Utility Maintenance Building Custodian II-Agriscience	\$30.08	\$31.14	\$32.52
VIIA	Building Custodian I (Hillcrest/Madison) THS Night Supervisor Security Supervisor	\$32.51	\$33.75	\$35.17
VIIB	Skilled Trades: Utility Maintenance Leadman (1) Indoor Air Quality Specialist Painter Assistant Maintenance Mechanic Roofer	\$33.25	\$34.55	\$35.83
VIIIA	Building Custodian (THS) Outside Leadman (1)	\$35.20	\$36.55	\$38.09
VIIIB	Skilled Trades: Welder Electrician Carpenter Plumber HVAC Mechanic Auto Mechanic	\$35.91	\$37.28	\$38.83
IX	Leadman	\$38.09	\$39.65	\$41.50

The above wage scale reflects a 2.0% increase.

Annual Stipends

Maintenance Mechanic/Plumber (testing, maintenance, etc. of fire alarm system; must have F-1, or other appropriate license, and Fire Engineer license)	\$2,250
Custodial Service Technician	\$1,750
Team Leader *prorated if duties split	\$3,000*

INDEX OF MEMORANDUM OF AGREEMENTS

1. 06/21/2004 Fields
2. 01/06/2000 Shorts
3. 11/15/2005 Summer help overtime
4. 09/05/2002 Review of design and project specifications
5. 8/25/14 MOA re Security Guards

The above Memorandums of Understanding shall remain in effect during the term of the 2021-2025 contract. All other Memorandums shall hereafter be null and void.

Memorandum of Agreement

In resolution of all issues surrounding the maintenance of the fields at Trumbull High School, Madison Middle School and Hillcrest Middle School (hereinafter the "Fields"), the undersigned parties agree as follows:

1. Notwithstanding that maintenance of the Fields has historically been bargaining unit work of AFSCME Local 1303-34, the Board may subcontract all Field renovations and maintenance of the Fields, including, but not limited to, grass cutting, fertilizing, weeding, lining and all related work.
2. The Board agrees no existing bargaining unit member will lose his job as a result of the subcontracting referred to in paragraph 1 above.
3. In addition the Board shall hire one additional employee who shall be referred to as the Field Maintenance Assistant and paid at the Wage Grade IV rate. This position shall be governed by all other terms of the contract including Article 6, Hours of Work, except that this shall be a 40 hour position nine months per year, and 20 hour per week position three months (December, January and February).
4. The Field Maintenance Assistant will be supervised by the subcontractor and the Board athletic director. In the unlikely event of a conflict between directions given, the directive of the athletic director shall prevail.
5. It is understood that the cost associated with the Field Maintenance Assistant position will be funded equally by the Board and the Town.
6. In the event the Town shall decide in the future to cease subcontracting the work described in paragraph 1, it shall revert back to bargaining unit work.
7. The Union hereby agrees to withdraw any and all grievances, charges or other complaints related to renovation and maintenance of the Fields and agrees not to file or pursue any further claims for events occurring prior to the date hereof.
8. This Agreement is without prejudice and shall not be precedent setting with respect to any other issue between the parties, past, present or future.

Trumbull Board of Education

AFSCME Council 4,
Local 1303-34

By: Ralph M. Jascyna
Date: 6/19/04

By: Thomas J. [Signature]
Date: 6/21/04

Town of Trumbull

By: [Signature]
Date: 6/21/04


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MEMORANDUM OF UNDERSTANDING

It has been the past practice of the parties to permit custodial staff to wear shorts during the summer months, however, maintenance personnel have not been permitted to wear shorts due to health and safety concerns.

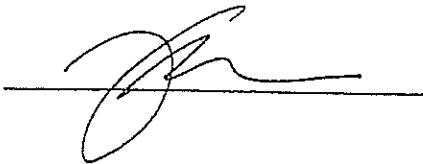
The Union filed a grievance dated July 6, 1999 (the "Grievance"), seeking to allow all bargaining unit members to wear shorts in the summer months. (copy attached)

In resolution of the Grievance, the parties agree as follows:

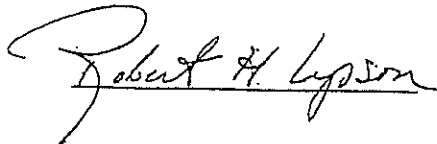
1. Maintenance staff shall be permitted to wear shorts during the summer school recess, subject to the following condition:
 - (a) the heat index is ⁶⁰55° or above;
 - (b) the employee is not engaged in a task as to which the wearing of shorts proposes a substantial risk of injury, including, but not limited to, grass cutting, weed whacking, tree removal, picking up garbage, working with or around hot equipment, an open flame or hot materials such as asphalt.
 - (c) shorts are of appropriate length and condition; and
 - (d) the employee first receives the approval of his immediate non-union supervisor which approval will not be unnecessarily withheld.
2. Nothing herein shall change or otherwise affect the past practice as to custodial staff.
3. The Union hereby withdraws the Grievance, and MPP-21, 286 ⁶ 

January 6, 2000
Dated: August __, 1999

TRUMBULL BOARD OF EDUCATION



LOCAL 1303-034
AFSCME COUNCIL 4



14400-134

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT

SETTLEMENT AGREEMENT

The TRUMBULL BOARD OF EDUCATION (the "Board") and AFSCME COUNCIL 4, LOCAL 1303-34 (the "UNION") agree to settle the grievance dated August 18, 2005 regarding the use of summer help for overtime in preparation for the opening of school, as follows:

1. Dan Pereiro will be reimbursed for two (2) eight hour shifts at time and one-half pay.
2. The Union hereby withdraws the above-referenced grievance.
3. In the future, the parties agree to maintain a list of employees willing to work overtime (including weekends).
4. Separate lists will be maintained for custodial and maintenance employees willing to work said overtime.
5. The Board will first offer any such overtime opportunities to the custodial employees who have signed up. If, after exhausting the custodial list, additional employees are needed, maintenance workers who have signed up will be contacted next.
6. Only after both lists have been exhausted will summer help be utilized for overtime opportunities.
7. Nothing in this Agreement shall limit or curtail the Board's ability to continue to use summer help consistent with past practice except to the extent explicitly modified in this Agreement.

Dated: 11/15/05, 2005

TRUMBULL BOARD OF EDUCATION AFSCME COUNCIL 4, LOCAL 1303-34

By: Ralph M. Jurgens

By: Phyllis A. [Signature] pres.
May Rivera



TRUMBULL PUBLIC SCHOOLS

6254 MAIN STREET
TRUMBULL, CONNECTICUT 06611

PLANT OPERATIONS
TEL. 203 452 4308
FAX 203 452 4308

DATE: September 5, 2002
MEMO TO: C. Everlith, Chapter Chairperson, AFSCME Local 1303-34
MEMO FROM: S. Kennedy *S.K.*
SUBJECT: Proposed Grievance Settlement

As a result of the Step 2 grievance meeting for the grievance originally filed on August 14, 2002 referencing sections "6.7a.,b., and all related articles" of the custodial/Maintenance Agreement, in resolution of the grievance, the Board has agreed to put the following procedures into place:

- To the extent that it is possible, the Board will involve the tradesmen or other appropriate union personnel in the design or review of project specifications and plans that are being considered by the Board of Education
- To the extent that it is possible, the union will be granted an opportunity to make requests for design or specification modifications that they feel would be in the best interest of the Board of Education. The Board of Education shall maintain the right to accept or reject any of the Union's requests for modifications.
- The union shall have the opportunity to work with management to assign project labor to bargaining unit members.

If these procedures are acceptable to the Union's grievance committee, the Union will withdraw the grievance.

This agreement is not to be considered as precedent or practice for any future labor agreement or action. It is understood that this agreement shall not limit any current rights or benefits provided under the current bargaining unit agreement that the Board or the Union currently possess. It is also specifically understood that the current rights and ability of the Board to schedule, fund, and otherwise manage its' maintenance and construction projects shall not be affected by this agreement in any manner whatsoever. The union shall maintain its full right to file a grievance on this issue in the future in accordance with the current bargaining unit agreement.

Please contact me as soon as the Union has had a chance to review this agreement and has reached a decision. If you have any questions, give me a call.

Cc: A. Barbarotta
R. Iassogna
A. Minotti
D. Walsh
Maintenance Team Leader
Personnel

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 25 day of August 2014 by and between the Trumbull Board of Education (the "Board") and UPSEU, Local 424, Unit 75 (the "Union") (the Board and the Union are sometimes referred to collectively as the "Parties").

RECITALS:

A. Twelve month school security guards are included in the bargaining unit represented by the Union. The terms and conditions of their employment are set forth in the collective bargaining agreement between the Parties (CBA). The Board has also from time to time employed one or more ten (10) month employees who are included in the Union; however, the terms and conditions of their employment, particularly as it relates to holidays, sick leave, vacation, personal days and insurance are not addressed in the CBA; rather are addressed in a "Benefits" statement issued at the time of employment.

B. Recently, the Board hired several new school year security guards, and the Parties wish to recognize them as part of the Union and to clarify the terms and conditions of their employment

NOW, THEREFORE, the Parties agree as follows:

1. The additional school year security guards will be included in the Union and shall be subject to the terms and conditions of the CBA, except as specifically set forth below.
2. The wages and benefits for the school year security guards shall be as follows:
 - a. Wages - 7/1/14 - 7/1/15 same as Middle School Security Guards, \$19.04 per hour (Step 1); except part-time employees at the High School shall be paid \$22.11 per hour. Thereafter, increased by such general wage increase and step movement as may be agreed to by the Parties in negotiations.

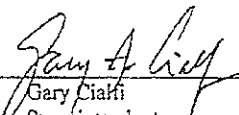
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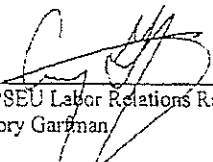
- b. Benefits
- (1) Holidays 11 paid holidays as follows:
 Thanksgiving Day, Day after Thanksgiving, Christmas Day, Martin Luther King, Jr. Day, Lincoln's Birthday*, Washington's Birthday, Good Friday, Memorial Day, Columbus Day, Veteran's Day and New Year's Day
 *If school is in session, employees shall work and be paid double time.
 - (2) Vacation 80% of the vacation allotment provided for in the CBA for full-time employees, e.g. 8 days vacation after one (1) to five (5) years of service, to be taken during the school year when school is not in session.
 - (3) Sick Days One and one-quarter (1.25) sick days for each month of employment; up to a maximum of 12.5 days per year. Sick days may be accumulated up to the maximum amount set forth in the contract.
 - (4) Personal Days Two (2) days per year, non-cumulative.
 - (5) Health Insurance Per the CBA.
 - (6) Life Insurance \$20,000 employee only.

The above shall be incorporated into the CBA when the current contract negotiations are finalized.

TRUMBULL BOARD OF EDUCATION

UPSEU, LOCAL 424, UNIT 75

By 
 Gary Ciaffi
 Superintendent

By 
 UPSEU Labor Relations Representative
 Cory Garman

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