### TRUMBULL BOARD OF EDUCATION

### **AND**

# TRUMBULL BOARD OF EDUCATION SUPERVISORS UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, UE LOCAL 222, SUB LOCAL #21

(SUPERVISORS)

July 1, 2024 - June 30, 2027

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THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of May, 2024 by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the "Board") and the TRUMBULL BOARD OF EDUCATION SUPERVISORS UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, UE LOCAL 222, SUB LOCAL #21 (hereinafter referred to as the "Union").

# ARTICLE I PURPOSE

<u>SECTION 1</u> The Agreement is negotiated under the Municipal Employees Relations Act ("MERA") in order:

- a) To fix for its term the salaries and other conditions of employment provided herein, and
- b) To encourage and promote effective and harmonious working relationships between the Board and the Association.

<u>SECTION 2</u> The Board and the Union accept the provisions of this Agreement as commitments which they will support cooperatively.

<u>SECTION 3</u> Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operating of the schools and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his/her designee.

# ARTICLE II RECOGNITION

<u>SECTION 1</u> In accordance with applicable provisions of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative of all supervisory employees of the Board as certified in ME-15,955 (hereinafter "Supervisors").

# ARTICLE III MANAGEMENT RIGHTS

SECTION 1 This Agreement shall not 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 provisions of this collective bargaining agreement curtail or limit such rights, powers, and authority and the rights, powers and authority generally vested in management, explicitly including but not limited to: the right to manage its operations; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof or portions thereof; removal of equipment; outside purchases or products or services; the scheduling of operations; the materials and equipment to be used; the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to that effect; to establish and change work standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production; and to run its various

department efficiently. The Board shall have the right to subcontract any operation, function or task previously considered bargaining unit work, provided no current bargaining unit position is lost as a result thereof.

# ARTICLE IV NEGOTIATIONS

# SECTION 1 Negotiation of a Successor Agreement

Negotiations for a successor agreement shall be in accordance with the MERA.

# SECTION 2 Negotiations of Matters Not Covered by Terms of the Agreement

This Agreement shall remain in effect during its term and shall not be modified, except as the result of negotiations over proposed modifications, which negotiations are consented to by both the Board and the Union. Additionally, any modification of this contract must be reduced to writing in the form of a contract addendum and signed by the authorized representatives of the parties.

# ARTICLE V GRIEVANCE PROCEDURE

#### SECTION 1 Definition of Grievance

- a) A grievance is hereby defined as any written complaint by a member, a group of members or the Union alleging that a provision of this Agreement has been misapplied or violated.
- b) A "grievant" is a member or group of members, as herein defined, or the Union who files a grievance.

#### SECTION 2 Purpose

To secure at the lowest possible level solutions to problems which may arise. The proceedings shall be confidential and as informal as possible.

#### SECTION 3 Procedure

Step1 A grievance must be filed within ten (10) days of the incident and shall be considered in the first instance by a conference between the member (grievant) and his immediate supervisor. During this conference, the grievant shall have the right to be accompanied by a representative of the Union.

Step 2 If the grievance is not settled within five (5) working days after Step 1 conference, the grievant may request a conference with the Superintendent or his/her designee. Such request for conference shall be made in writing and shall state the nature of the grievance, including the Article and Section of this Agreement alleged to have been violated, if applicable. The request must be delivered to the Superintendent or his/her designee within ten (10) working days after the Step 1 conference, and the

Superintendent or his/her designee shall meet with the grievant within ten (10) working days following receipt of the request. At this Step 2 conference, the grievant shall have the right to be accompanied by a representative of the Union and to present oral and written statements or arguments or the grievant shall have the right to be accompanied by legal counsel in the case of purported violations of criminal statutes or claims involving moral turpitude. The Superintendent or his/her designee shall answer the grievance in writing within fifteen (15) working days following receipt of the request.

Step 3

If the grievance is not settled in Step 2, the grievant may request a hearing before the Board of Education, but such request must be received by the Superintendent or his/her designee within five (5) working days after the receipt of the Superintendent's or his/her designee's answer. Such request must be made in writing and must state the grievance in the same manner as the Step 2 request. The Board of Education, or a delegation of Board members, shall meet with the grievant within fifteen (15) working days following receipt of this Step 3 request. At said meeting, the grievant shall have the right to be represented by legal counsel of his/her choice (at the employee's own expense), or by a representative of the Union, and to present oral and written statements or arguments and to call witnesses. The Superintendent or his/her designee shall also have the right to be represented by legal counsel and to present oral and written statements or arguments and to call witnesses. The Board of Education shall answer the grievance within two (2) weeks after the conclusion of the Step 3 meeting.

Step 4

If the Board of Education's decision is not satisfactory to the Union, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after receipt of the decision. The Union shall also notify the Board of Education of said appeal.

The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement but shall only have the power to interpret the specific terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties; however, both parties shall have a right of appeal to the courts in accordance with proceedings under the Connecticut General Statutes.

The arbitrator's award shall be final and binding, provided nothing herein shall prevent the Board or the Union from attempting to modify, vacate, or enforce the award in court.

The arbitration hearing shall be held in private.

#### **SECTION 4**

Grievances involving more than one (1) member or the Union as an entity shall only be filed and processed by the Union.

Grievances filed by the Union shall be filed directly with the Superintendent or his/her designee at Step 2 and shall be submitted to him in writing, setting forth the Article and Section of this

Agreement allegedly violated, if applicable, within ten (10) working days after the event giving rise to the grievance. Thereafter, the grievance shall be processed in accordance with the remaining provisions of Steps 2-4 in Section 3 of the Article.

#### SECTION 5

The grievant may be represented before the Board and in arbitration proceedings either by the Union or by legal counsel of his/her own choosing. However, if the grievant is represented by legal counsel, the Union shall have the right to be present and to ensure that the contract is adhered to.

# ARTICLE VI SALARIES

The salary schedule for the term of this Agreement is set forth in Appendix A.

# ARTICLE VII PAYROLL DEDUCTIONS

SECTION 1 The Board agrees to deduct from the salary of each supervisor, who voluntarily submits to the Board written authorization to do so, monies for one or any number of the following: a) Dues or service fee for the Union; b) Guardian Life Insurance; c) Tax Sheltered Annuity Plan; d) United Fund; e) Teachers' Credit Union and/or Trumbull Municipal Employees Credit Union.

#### **SECTION 2**

#### a) Membership Dues

All supervisors who elect to join the Union shall sign and deliver to the Board and the Union, if they have not already done so, an authorization for the payroll deduction of Union membership dues. The Board agrees to deduct such dues from the salaries of each of its supervisors who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such supervisor shall notify the Union in writing in the month of August of any year.

#### b) Indemnification

The Union agrees to defend, indemnify and hold harmless the Board against any and all expenses, liability suits or claims which arise under this Article and/or from the Board's action in compliance with the provisions of this Article including, but not limited to, any or all expenses involved in the termination of an employee pursuant to this Article.

#### SECTION 3

Each supervisor shall have the right to revise his/her authorization as circumstances dictate.

### ARTICLE VIII BENEFITS

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

The employee shall be entitled to the following benefits:

#### SECTION 1 Health Insurance Plan

The Board shall provide health insurance coverage through the Connecticut Partnership 2.0 Plan.

- a) Employees working less than 30 hours per week shall not be eligible for coverage.
- b) Participation in the group health insurance plan described above shall be voluntary.
- c) 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. 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 plan provided by the Board.
- d) In the event the Board decides to change carriers during the terms 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 sixty (60) days in advance of its implementation.
- e) Retiring members will continue to receive the same medical insurance coverage that is offered to bargaining unit members. Retirees are eligible to enroll in the plan from date of retirement until age 65 or eligible for Medicare. Retirees will pay the full cost of the premiums semi annually in advance at the group rate subject to carrier approval.

#### <u>SECTION 2</u> <u>Employee Cost Shares</u>

Employee cost shares for the Connecticut Partnership 2.0 Plan shall be as follows:

7/1/2024	21.0%
7/1/2025	21.5%
7/1/2026	22.0%

<u>SECTION 3</u> The Connecticut Partnership 2.0 Plan or its equivalent, will be offered to employees and eligible dependents.

#### SECTION 4 Life Insurance

Life Insurance in the amount of \$125,000 (employee only) for employees hired before January 1, 1997 and \$75,000 for employees on or after January 1, 1997.

# SECTION 5 Flexible Spending Plan (FSA)

The employer will make available to the employee an Internal Revenue Code §125(a) plan (FSA), such that employee contributions towards health insurance will be treated as paid with pre-tax dollars. This plan, per IRS regulations, is not available if the employee elects the above HSA medical plan.

#### SECTION 6 Sick Leave

- a) For employees hired before January 1, 1997, sick leave shall be granted at the rate of eighteen (18) days per year for twelve-month employees and at the rate of sixteen and one-half days for eleven-month employees. Sick leave may be accumulated as follows: 227 days for employees earning 25 vacation days; 222 days for employees earning 20 vacation days; and 205 days for eleven-month employees. Employees hired on or after January 1, 1997 shall be granted sick leave at the rate of fifteen (15) days per year and may accumulate up to a maximum of 180 days.
- b) If the employee leaves and has worked for the Board for a minimum of ten (10) continuous years the employee shall receive 40% of the accumulated sick leave up to a maximum of one-hundred and fifty (150) days at a rate equal to what they are making at the time of departure. If the employee, at the time of leaving, is 60 years of age or more, than they need five (5) years of continuous employment with the board.

#### SECTION 7 Disability Insurance

a) The Board agrees to provide a long-term disability policy (individual membership only). The Board shall pay all premiums attributable to this coverage subject to a maximum annual total expenditure of \$15,000.00. The Board shall give written notice to the Union of any premium which exceeds such limits. Within twenty (20) days after receipt of such notice all supervisors covered by this contract shall decide, acting as a single unit, whether they wish to: (a) Terminate the benefit; (b) Co-pay the portion of premiums which exceed the maximum on a pro-rata basis; or (c) Reduce the terms of the plan if benefit reductions are available. Any savings realized as the result of actions taken pursuant to this Section shall be for the sole and exclusive benefit of the Board.

### SECTION 8 Serious Illness or Death in the Family

- a) For serious illness or death in the immediate family (parent, grandparent, sibling, spouse, child, step-child, step-parent, parent-in-law, brother and/or sister-in-law, grandchild) an employee shall be excused for absence for a maximum period of five (5) workdays without salary deduction per occurrence. In the event of the death of a brother-in-law, sister-in-law, or aunt, uncle, niece or nephew of the employee or spouse, or employee's child's biological parent, one (1) working day leave with pay shall be granted to the employee for the purposes of attending the funeral. Funeral leave may be granted for necessary travel by the Superintendent or his/her designee, not the exceed four (4) working days per occurrence. These days shall not be deducted from the employee's available sick leave.
- b) Unpaid leave for serious illness or an employee or his immediate family members, or for the birth or adoption of a child, shall be granted in accordance with the Federal Family and Medical Leave Act.

#### SECTION 9 Personal Days

Personal leave days, including religious observances, shall be allowed up to a maximum of four (4) work days per year (non-cumulative) for twelve-month employees and up to a maximum of three (3) work days per year (non-cumulative) for eleven-month employees. Additional days may be allowed at the discretion of the Superintendent.

#### SECTION 10 Disability Leaves

### a) Non-Compensable Illness or Injury

1. <u>Application of Sick Leave Benefits</u> Any employee who is disabled as the result of a physical condition, illness or injury for which he/she is not eligible for compensation under Workers' Compensation laws of the State of Connecticut, shall be eligible for the sick leave benefits set forth in Section 6 hereof for the period of such disability or until his/her accumulated sick leave has been exhausted, whichever occurs sooner.

#### 2. <u>Verification of Disability</u>

- (i) In any case of absence where an employee applies for sick leave benefits because of a physical condition, illness or injury causing disability, the employee shall supply the Board with his/her physician's statement attesting to the nature of the disability and the expected length of the period of disability. Such statements shall be in addition to the notice required pursuant to paragraph 3 below and shall be submitted to the Board as close as possible in time to the beginning of the period of disability and shall be based upon a physical examination of the employee by his/her physician at a time not remote from the beginning of the period of disability.
- (ii) The Board shall have the right to verify the nature and length of the disability, including but not limited to, the appointment of a physician of its own choosing to investigate the matter. The employee applying for such benefits shall cooperate with the Board in making such determination, including, but not limited to, allowing the physician appointed by the Board and competent in the medical area, to consult with the employee's own physician and to review whatever records, documents, charts, notes, data or other material relating to the condition, illness or injury giving rise to the disability, but under no circumstances shall the employee be required to submit to a physical examination by a doctor other than one of his/her own choice.

#### 3. Notification

Any employee who is disabled or who anticipates being disabled shall notify the Board of his/her disability and the expected duration of his/her absence from school resulting therefrom as soon as possible after he/she learns of the disability or that the disability is anticipated and shall keep the Board apprised of any changes in his/her status in accordance with the following:

- (i) If the disability is one that could not have been anticipated, the employee, as soon as possible after the event giving rise to the disability occurs, shall notify the Superintendent as to the nature and expected duration of the disability.
- (ii) If the disability is one that can be anticipated (i.e., due to pregnancy or medical treatment, such as an operation which is scheduled in advance), the employee shall notify the Superintendent of the nature of the disability and the anticipated duration of the disability as soon as possible after the employee has learned of the event which will give rise to the disability. Thereafter, the employee will keep the Superintendent apprised promptly as to changes in status or anticipated duration of the disability.
- (iii) In any case where an employee is absent as a result of a disability, the employee shall notify the Board as promptly as to the date upon which his/her disability is expected to end and the date upon which he/she desires to return to work. Failure to notify the Superintendent of his/her intentions relating to his/her return to work in writing prior to the termination of his/her disability or failure to return to work within a reasonable period after the termination of his/her disability, shall relieve the Board of any obligation of returning the employee to active employment.
- (iv) Any notification referred to above shall be in writing.

# (b) Workers' Compensation

Any employee who is disabled as a result of a physical condition, illness or injury for which he/she is eligible to receive Workers' Compensation Benefits shall be eligible, after the tenth (10<sup>th</sup>) workday of such disability, for the sick leave benefits set forth in Article VIII, Section 6, hereof on a prorated basis for the period of such disability, or one (1) year, or until his/her accrued sick leave has been exhausted, whichever occurs sooner. The amount of sick leave pay to be paid to the employee on a per diem basis will be determined by the ratio of the difference between the regular per diem salary rate (calculated as of his/her last day of work prior to his/her absence) and the amount he/she receives in per diem compensation benefits to his/her total regular per diem salary rate, so that the per diem Workers' Compensation benefit and the prorated per diem sick leave benefit, when added together, give the employee a total daily compensation equal to his/her last regular per diem salary rate calculated as of his/her last day worked.

#### SECTION 11 Leave of Absence

An employee requesting leave of absence without pay may be granted the same at the discretion of the Superintendent or his/her designee 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 continued at the employee's cost in the case of leaves of absence in excess of thirty (30) days.

### SECTION 12 Jury Duty

An employee who is required to serve on a jury before a state or federal court shall be granted leave for this purpose, and such leave shall not be deducted from sick leave or personal days. In lieu of his/her regular pay for the day, such employee shall receive a rate of pay for each day of jury service equal to the difference between his/her then current applicable salary calculated on a per diem basis and the pay he/she receives from the court as jury pay. In order to qualify for this pay, the employee shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty.

The employee shall return to work on any day he/she is released from jury duty with four (4) or more hours remaining in the workday.

### SECTION 13 Military Leave

Military leave shall be granted to permanent employees or permanent part-time employees when required to serve on active reserve or on National Guard duty for a period not to exceed two (2) weeks. During this period, the employee shall be paid the difference, if any, between his/her regular pay and military pay. Time of military leave shall be included in computing seniority earned in the Board's service. Copies of orders for active duty shall be supplied to the Department Head if requested.

#### SECTION 14 Union Leave

- a) One (1) member of the Union may be designated to process grievances and 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) One (1) member of the Union may be granted leave of absence from duty without loss of pay to attend conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Board for any expenses incurred in travel or otherwise. Such leave shall be limited to five (5) days per year.
- c) During contract negotiations, the Union shall have the right to have two (2) 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.

# SECTION 15 Vacation

a) Twelve month employees hired on or before June 30, 1999, will receive twenty (20) days of vacation annually without loss of pay. All other employees will receive fifteen (15) days of vacation annually without loss of pay. Any current employee (as of December, 1994) who receives more vacation shall continue to receive such vacation during their term of employment. Employees hired on or after July 1, 1999, shall be entitled to the following paid vacation leave:

1 to 5 years of service -ten (10) days 5 to 10 years of service -fifteen (15) days After 10 years of service -twenty (20) days

- Vacations may not be accumulated from year to year, except as set forth in paragraph (c) b) below. No employee may take a vacation until subsequent to the July 1<sup>st</sup> immediately following the effective date of his/her appointment to a supervisory position. Thereafter, vacations must be taken during the fiscal year (July 1 - June 30) at times acceptable to the Superintendent who shall make said determination in accordance with reasonable needs of the district.
- When an employee at the request of the Superintendent is required to relinquish all or part of c) his/her vacation for reasons of promotion, absence of an assistant, move to another building or similar reasons, then that portion of the vacation so relinquished shall be allowed to accrue to the next fiscal year. All vacation time shall be taken only after the approval of the Superintendent of Schools. In the event that all vacation time allowed to be accrued to the following year cannot be used, a maximum of one (1) week of pay at the employee's then current rate shall be granted in lieu thereof after the approval of the Superintendent.

Pro-rated vacation pay will be granted to employees who have completed one (1) year of service (calendar year employees) and four (4) years of service (school year employees) who voluntarily resign after giving two (2) weeks' notice to the Board, or who are terminated for the convenience of the Board. No pro-rated vacation pay will be granted to an employee who is discharged for cause.

#### SECTION 16 Paid Holidays

Twelve-month employees shall have the following paid holidays:

New Years' Day (January 1)

Martin Luther King Day (Third Monday in January) President's Day (Third Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

(Second Monday in October) Columbus Day Yom Kippur (If school is not in session)

Thanksgiving Day (Fourth Thursday in November)

\*Day after Thanksgiving (Fourth Friday in November)

Christmas (December 25)

A twelve-month employee who works on either Lincoln's Birthday or Veteran's Day will be credited with one floating holiday in a fiscal year to be used subject to management approval based on the needs of the employer.

\*Except when specific needs are required as determined by the Superintendent, who shall give one week's notice to employees in advance of Thanksgiving. If the day is not taken as a holiday by

direction of the Superintendent, the employee shall be granted another day as a holiday in lieu of the Day After Thanksgiving.

Whenever any holiday, of the above falls on a Saturday, it will be observed on the Friday preceding the holiday.

Whenever any of the above days not designated to occur on Monday fall upon a Sunday, and will be legally observed on the following Monday, then it will be recognized as a holiday.

#### SECTION 17 Travel Reimbursement

Employees shall be reimbursed for all reasonable expenses incurred through attendance at in-town and out-of-town professional and work-related activities as set forth in the Board's administrative regulations. The employees shall be reimbursed for the use of their automobiles at the rate set by the Internal Revenue Service for business mileage deductions.

# ARTICLE IX CONDITIONS OF EMPLOYMENT

#### SECTION 1 Work Year/Hours of Work

The hours and schedules of work for each bargaining unit member prior to the effective date of this Agreement shall continue to be each member's normal hours and schedules during the term of this contract.

# ARTICLE X REDUCTION IN FORCE

#### SECTION 1

In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the affected classification will be laid off first. The President of the Union shall be notified at the same time the employee is notified of layoff.

#### SECTION 2

Employees shall be given at least two (2) weeks notice prior to the effective date of layoff. Additionally, recognizing the overall average age of the supervisors unit and re-employment prospects, the Board of Education shall pay four (4) weeks (base pay) as severance pay. The Board has the option to pay six (6) weeks (base pay) as severance in lieu of the two (2) weeks notice referenced above.

#### SECTION 3

Employees who are laid off under this Article shall have recall rights as follows:

a) For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified.

#### SECTION 4

As defined in this Article, seniority shall mean unbroken employment with the Board as an employee. The effective date of employment shall be determined by the appointment date contained in an employee's letter of appointment or contract. An employee's seniority shall continue to accrue while on the recall list.

# ARTICLE XI PRIOR PRACTICE

#### SECTION 1

- a) The Board agrees to continue in force for the duration of this Agreement, those benefits and privileges previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein.
- b) This Agreement represents the full and complete Agreement between the parties with respect to all matters relative to rates of pay, hours or work and terms and conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work and conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement.
- c) The Board agrees it will not implement any unilateral changes in wages, hours of work or other conditions of employment during the term of this Agreement unless it first notifies the Union in writing and the Union has not requested to negotiate this change within thirty (30) days of such notice.

# ARTICLE XII DISCIPLINE

#### SECTION 1

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

Within five (5) work days of any suspension or discharge, the Board shall deliver to the Union President or designee and the employee a statement of the reason(s) for such discipline. Copy to the employee may be sent by certified mail.

Depending on the offense, disciplinary action may include, but not limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate provided, however, the parties recognize there may be circumstances that warrant summary suspension or termination. No employee shall be disciplined without just cause.

#### SECTION 2

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

#### SECTION 3

Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

# ARTICLE XIII PENSION

#### SECTION 1

For employees hired prior to July 1, 2013 will continue to be eligible for the Pension Plan for Town employees, which is made a part of this Agreement applicable to the above referenced employees, together with any amendments as may exist or as may be made during the term of this Agreement. The employee contribution rates for the Pension Plan shall be 5.5% effective July 1, 2022.

#### SECTION 2

Employees hired on or after July 1, 2013 shall not be eligible to participate in the Pension Plan for Town employees and instead shall participate in the Board 401(a) Defined Contribution Plan. There shall be a mandatory employee contribution of 5.0%. The employer will match the employee contribution up to 5.5%. Employees shall have the opportunity to change their contribution (either 5.0% or 5.5%) twice per year (January and July).

# ARTICLE XIV GENERAL PROVISIONS

#### SECTION 1

During the term of this Agreement, the Board shall furnish the Union upon request with an up-to-date list of bargaining unit employees. When a new employee is hired, the Board shall notify the Union and furnish the Union with the name, date of employment, position and rate of pay of the new employee. When the employment of an employee terminates, the Board shall notify the Union and furnish the name and date of termination of the employee.

#### **SECTION 2**

The Board shall post on the District's website a copy of this Agreement and shall provide a copy to each new employee upon employment.

#### SECTION 3

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

#### **SECTION 4**

There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be approved by the Union membership and the Board in order to become effective.

#### SECTION 5

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

#### SECTION 6

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

### **SECTION 7**

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

#### **SECTION 8**

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

#### SECTION 9

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

#### **SECTION 10**

When the Board creates a new classification within the bargaining unit or extensively changes an existing job, the Board shall establish appropriate pay rates, if any, for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance and arbitration procedure of this Agreement.

#### SECTION 11

Professional fees and licensing of employees which are required for Board employment shall be paid for by the Board.

# ARTICLE XV SAFETY & HEALTH

#### SECTION 1

The Board will comply with occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571.

# ARTICLE XVI DURATION OF AGREEMENT

The term of this Agreement shall be July 1, 2024 to June 30, 2027.

TRUMBULL BOARD OF EDUCATION

The Appendices attached hereto setting forth categories and wage rates shall constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

TRUMBULL BOARD OF EDUCATION

TRUMBULL BOARD OF EDUCATION	SUPERVISORS UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, UE LOCAL 222, SUB LOCAL #2:

### **APPENDIX A**

# 2024-2025 WAGE SCHEDULES 2.75% Plus Step Movement

# **CILU SUPERVISORS**

<u>Position</u>	Step 1	Step 2	Step 3
Supervisor of Transportation	\$93,487	\$97,543	\$101,773
Director of Facilities/Maintenance	\$113,459	\$118,378	\$123,513
Manager of Food Service*	\$82,649	\$86,199	\$89,901
Manager of Technology	\$133,117	\$138,890	\$144,913
Assistant Business Manager	\$100,624	\$104,988	\$109,540
HR Specialist	\$90,201	\$94,076	\$98,116

<sup>\*</sup>Includes all stipends and an amount equal to 10 days vacation pay. Effective 7/1/08 this position shall become an 11-month position (222 day work year) with eleven (11) paid holiday, and five (5) paid vacation days.

Step 1 and 2 are applicable to employees hired on or after July 1, 2024.

# 2025-2026 WAGE SCHEDULES 2.75% Plus Step Movement

# **CILU SUPERVISORS**

<u>Position</u>	Step 1	Step 2	Step 3
Supervisor of Transportation	\$96,058	\$100,225	\$104,572
Director of Facilities/Maintenance	\$116,579	\$121,634	\$126,909
Manager of Food Service*	\$84,922	\$88,570	\$92,373
Manager of Technology	\$136,777	\$142,710	\$148,899
Assistant Business Manager	\$103,391	\$107,875	\$112,552
HR Specialist	\$92,682	\$96,663	\$100,814

<sup>\*</sup>Includes all stipends and an amount equal to 10 days vacation pay. Effective 7/1/08 this position shall become an 11-month position (222 day work year) with eleven (11) paid holiday, and five (5) paid vacation days.

# 2026-2027 WAGE SCHEDULES 2.75% Plus Step Movement

# **CILU SUPERVISORS**

<u>Position</u>	Step 1	Step 2	Step 3
Supervisor of Transportation	\$98,700	\$102,981	\$107,447
Director of Facilities/Maintenance	\$119,785	\$124,979	\$130,399
Manager of Food Service*	\$87,257	\$91,005	\$94,914
Manager of Technology	\$140,539	\$146,634	\$152,993
Assistant Business Manager	\$106,235	\$110,842	\$115,647
HR Specialist	\$95,230	\$99,321	\$103,587

<sup>\*</sup>Includes all stipends and an amount equal to 10 days vacation pay. Effective 7/1/08 this position shall become an 11-month position (222 day work year) with eleven (11) paid holiday, and five (5) paid vacation days.