

AGREEMENT

BETWEEN THE

TRUMBULL BOARD OF EDUCATION

AND

**TRUMBULL BOARD OF EDUCATION SUPPORT STAFF
CONNECTICUT INDEPENDENT LABOR UNION LOCAL #21**

**(Support Staff)
July 1, 2020 – June 30, 2021**

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PREAMBLE

THIS WORKING AGREEMENT is made and entered into as of the ____ day of February, 2020 by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the "Board") and the CONNECTICUT INDEPENDENT LABOR UNION, LOCAL #21, TRUMBULL BOARD OF EDUCATION SUPPORT STAFF (hereinafter referred to as the "Union").

ARTICLE I - PURPOSE

SECTION 1

This Agreement is negotiated in order to:

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

SECTION 2

The Board and the Union accept the provisions of this Agreement as commitments that they will support cooperatively.

SECTION 3

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation 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

SECTION 1

In accordance with applicable provisions of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative of all support staff of the Board as certified in ME- 16,045, (hereinafter, "Support Staff").

ARTICLE III - MANAGEMENT RIGHTS

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

ARTICLE IV - NEGOTIATIONS

Section 1 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) Grievance is 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

- Step 1 A grievance must be filed within ten (10) days of the incident giving rise to the grievance and shall be considered in the first instance by 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 the 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 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 ten (10) 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 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 employees' own expense, or by a representative of the Union as set forth in Section 5(a), and to present oral and written statements or arguments and to call witnesses. The Superintendent 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 parties agree to expedited grievance arbitration. The hearing shall be held within forty-five (45) days of filing with the Connecticut State Board of Mediation and Arbitration. In cases where both parties agree, a bench decision shall be made. Briefs shall be filed within fourteen (14) days of the close of the hearing, unless the parties mutually agreed not to file briefs, and a written decision rendered within fourteen (14) days thereafter. The panel mutually agreed to by the parties shall be Louis Pittocco. Grievances appealed to arbitration shall be heard on an alternating basis by the arbitrators named above.

If necessary, panel replacements or substitutes shall be mutually agreed to by the Board of Education and Union from a list of AAA arbitrators.

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 to appeal to the courts in accordance with proceedings under the Connecticut General Statutes.

Such panel shall be reviewed annually by the parties for renewal. If one party desires a change in the panel then such change shall be mutually agreed.

The arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, either the Board or an administrator acting within the scope of his or her authority, or both, violated a specific provision expressed in this Agreement.

The arbitrator's fee shall be paid by the non-prevailing party to the arbitration.

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.

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 only, the Union shall have the right to be present to insure that the contract is adhered to.

ARTICLE VI - SALARIES

Appendix A contains Salary Schedules for the period 2020-2021.

ARTICLE VII - PAYROLL DEDUCTIONS

SECTION 1 DEDUCTIONS

The Board agrees to allow each employee up to five (5) voluntary salary deductions.

SECTION 2

(a) Membership Dues

All bargaining unit members who elect to join the Union shall pay in cash or sign and deliver to the board and the Union, if they have not already done so, an authorization for the payroll deduction of membership dues of the CILU. The Board agrees to deduct such

dues from the salaries of each of its employees who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such employee 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 employee 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.

SECTION 1 State Partnership Plan

Effective September 1, 2016, the Anthem Health Insurance Plan currently in effect will be replaced with the State of Connecticut Partnership 2.0 Plan. In the event of: (1) a material change in the co-payment and/or deductible 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, 2016, 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.

SECTION 2 Employee Cost Shares

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

7/1/20 17.5%

SECTION 3 Insurance Waivers

Employees who opt out, i.e. waive health insurance coverage, shall be entitled to the following payment:

	7/1/16	7/1/17*	7/1/18*	7/1/19*
Single	\$1,200	\$ 600	\$ 600	\$ 600
Two Person	\$1,750	\$ 875	\$ 875	\$ 875
Family	\$2,500	\$1,250	\$1,250	\$1,250

*Continue as long as the health plan is the Partnership 2.0 Plan

Employees whose spouses are covered under any Board of Education health plan shall not be eligible for the above payment.

SECTION 4 Health Provider

The Board in conjunction with United Healthcare, shall work with the TASS to bring into the Plan providers currently used by members who are not part of the United Network.

SECTION 5 File Transfer For Out of Network Physicians

The Board shall reimburse bargaining unit members up to \$35.00 each for any healthcare file transfer fee that is incurred between September 1, 2016 through August 31, 2017 as a result of having to transfer a file from a provider who is not in the Partnership 2.0 network.

SECTION 6

The Partnership 2.0 Dental Plan or its equivalent, will be in effect on/after September 1, 2016. There will be no disruption in coverage.

SECTION 7 LIFE INSURANCE

Life Insurance in the amount of \$15,000 (employee only). Employees who currently receive life insurance in the amount equal to their annual salary shall continue to receive such benefit while a member of this bargaining unit

SECTION 8 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.

SECTION 9 SICK LEAVE

- a) Calendar year employees shall earn fifteen (15) days per year sick leave, cumulative to 150.
- b) School year employees shall earn ten (10) days per year sick leave, cumulative to one hundred (100) days.
- c) Employees shall be notified at the beginning of the school year, and not later than October 1, of accumulated sick days.

- d) Employees may take the aforementioned leaves in accordance with the following procedures:
 - 1. A physician's certificate may be required in the case of extended absences (more than 5 days) or in a case where repeated absences show a pattern of possible abuse.
 - 2. Illness in the immediate family. The immediate family shall include mother, father, sister, brother, daughter or son (including in-laws), wife or husband.
- e) 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 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 10 Illness or Death in the Family

- a) For illness or death in the immediate family (mother, father, spouse, mother-in-law, father-in-law, sister, brother, child) an employee shall be excused for absence for a maximum period of five (5) workdays without salary deduction. For illness or death involving persons in categories not specified above, and residing in the employee's home, absence shall be allowed up to a maximum of two (2) workdays without salary deduction. These days shall not be deducted from the employee's available sick leave.
- b) Unpaid leave for 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 11 Personal Days

- a) Full-year employees shall be entitled to three (3) days per year for personal leave, non-cumulative.
- b) School-year employees shall be entitled to two (2) days per year for personal leave, non-cumulative.

SECTION 12 Disability Leaves

- a) Non-Compensable Illness or Injury

- 1. Application of Sick Leave Benefits

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 1 hereof commencing on the fifteenth (15) day and continuing for the period of such disability or until his/her accumulated sick leave has been exhausted, whichever occurs sooner.

2. Verification of Disability

- (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 or his/her own choice.

3. Notification

- (i) Any employee who is disabled or who anticipates being disabled shall notify the Board of his/her disability or anticipated 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:
- (ii) 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.
- (iii) 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.
- (iv) In any case where an employee is absent as a result of a disability, the employee shall notify their supervisor as promptly as possible 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 their supervisor 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.

(v) Any notification referred to above shall be in writing.

b) Workers' Compensation

Any employee who is disabled as the result of a physical condition, illness or injury for which he/she is eligible to receive Workers' Compensation Benefits shall be eligible for the sick leave benefits set forth in Article VIII, Section 2, hereof, after a fifteen (15) day waiting period on a prorated basis for the period of such disability 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, 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 13 Leave of Absence

Employees may request a leave of absence without pay for illness, after accumulated sick leave, or for personal reasons (excluding vacation time), not to exceed ninety (90) work days, by submitting a written request to their supervisor in accordance with the following procedures:

- a) Request for leave of absence shall be submitted to their supervisor and will include a statement of the reason therein.
- b) Any employee who is on leave of absence without pay shall not be paid for any holiday during the period of the absence nor shall seniority, vacation, contract leave and longevity payment be cumulative.
- c) Any employee who returns within the specified leave period shall not have broken service and, therefore, retains seniority and does not forfeit unused vacation time and unused leave.
- d) Upon return to duty, within the specified leave period, said employee will be reinstated in his/her former position or equivalent one.
- e) Leave may be granted at the discretion of their supervisor, but should not be withheld unreasonably.

SECTION 14 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 work day.

SECTION 15 Automobile Damage

The Board will reimburse each employee up to a maximum of \$200 (or whatever less amount is provided as a deductible on the employee's personal automobile insurance policy) for damage to their automobile caused by vandalism while the automobile was parked on school property, or was in use for assigned school business away from school, if the employee can establish by clear and convincing evidence to the satisfaction of the Board that the act of vandalism was done in retribution for disciplinary action taken by the school.

SECTION 16 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 Town's service. Copies of orders for active duty shall be supplied to the Department Head if requested.

SECTION 17 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 three (3) 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 18 Vacation

a) Calendar Year positions:

1. Two (2) weeks vacation with pay after the first and through the fifth year of service.
2. Three (3) weeks vacation with pay after the fifth and through the eleventh year of service.
3. Four (4) weeks vacation with pay after the eleventh year of service.

4. Vacation pay shall be computed by multiplying the employee's negotiated weekly salary by the number of weeks vacation to which the employee is entitled.
- b) The following schedule shall apply for school year employees hired before January 1, 1997:
1. Seven (7) days vacation with pay after the first and through the fifth year of service.
 2. Ten (10) days vacation with pay after the fifth through the eleventh year of service.
 3. Twelve days (12) vacation with pay after the eleventh year of service.
- c) Employees in school year positions hired on or after January 1, 1997 shall not be entitled to vacation benefits.
- d) Employees will take vacation in accordance with the procedures set forth below:
1. Employees working out of schools shall take vacation time during school recesses.
 2. Employees in offices other than schools may take vacations at a time that is mutually convenient to the supervisor and the employee.
 3. During vacation periods of calendar year employees, temporary replacement from outside sources, or volunteer school year employees, will be employed for office staffed by one (1) bargaining unit member if the administration considers it necessary to keep such offices open which the respective administrator is also on vacation.
 4. No employee shall take a vacation five (5) work days prior to the teachers' first work day of the school year and five work days following the teachers' last work day of the school year.
 5. 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 19 Paid Holidays

a) Twelve-month employees shall have the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(February 12)
Lincoln's Birthday	(Third Monday in February)
Good Friday	
Memorial Day	(Last Monday in May)

Independence Day	(July 4)
Labor Day	(First Monday in September)
Columbus Day	(Second Monday in October)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day After Thanksgiving	(Fourth Friday in November)
Christmas	(December 25) If this holiday falls on a Saturday, the following Monday shall be designated as the paid holiday.

School year employees shall have the following paid holidays:

Martin Luther King Day
 President's Day Lincoln's Birthday
 Good Friday Memorial Day Labor Day
 Columbus Day Veteran's Day Thanksgiving Day
 Day After Thanksgiving
 Christmas Day.

- b) When one of the above listed holidays falls on a Saturday, the holiday shall be observed on the Friday preceding, unless schools are open to pupil attendance, in which instance employees shall work and be given another day off during the fiscal year at a time mutually agreeable to the Board and employee.
- c) Whenever any of the above days not designated to occur on a Monday fall upon a Sunday, and will be legally observed on the following Monday, then it will be recognized as a holiday.
- d) If one of the above holidays falls on a day when school is in session, employees shall be provided with an alternative day off which shall be agreed upon between the parties.

ARTICLE IX - CONDITIONS OF EMPLOYMENT

SECTION 1 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.

SECTION 2 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 X - NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any employee in accordance with applicable state and federal laws.

ARTICLE XI - SENIORITY/REDUCTION IN FORCE/PROBATIONARY PERIOD

SECTION 1 Vacancies

Notice of any bargaining unit vacancy in the system, stating title, wage group and job description, shall be sent to the President of the Union at least two (2) weeks in advance of the closing date for applications. The above time may be waived upon agreement of both parties.

- a) When a promotional vacancy exists, the procedure for selecting an applicant shall be based upon required qualifications, satisfactory performance, an interview with the prospective supervisor and seniority.
- b) Unsuccessful applicants from within the system shall be notified in writing of the supervisor's decision and reason therein prior to interviewing applicants from outside sources.
- c) Appointments shall be subject to a three (3) month trial period, at which time their supervisor shall submit an evaluation or recommendation for permanent appointment to the Superintendent.
- d) Former employees shall retain step placement if reappointed within one (1) year, providing they had a satisfactory evaluation at the time of leaving and can demonstrate satisfactory proficiency in the position's requirements. An employee's seniority will be broken for the following reasons only: resignation or retirement.

SECTION 2 Reduction in Force

- a) When a reduction in bargaining unit personnel occurs any employee so displaced shall have the opportunity to fill a vacancy provided said displaced employee meets the qualifications of the vacant position.
- b) In the event no vacancy exists in the bargaining unit, the displaced employee will have the opportunity to bump into a lower paid position occupied by a less senior employee.
- c) During reductions and the implementing of the displacement procedure, an employee who does not choose to implement the bumping procedure may elect to be placed on recall. This request must be in writing to their supervisor within two (2) work days.
- d) Bumping as herein provided is subject to the employee being qualified to perform the work in the position bumped.

- e) Qualifications will be determined by the Superintendent, his/her decision shall not be arbitrary or capricious.

SECTION 3 Seniority

- a) Seniority, for purposes of vying for positions for reasons of layoff, reduction and/or abolishment of position(s) is defined as the total years of service in the employ of the Board since the most recent hire date in accordance with 1.(d) above.
- b) In the event of recall, all benefits for purposes of seniority, vacation, longevity and prior unused accumulated sick leave shall be reinstated provided the recall takes place within two (2) calendar years.
- c) Employees shall be recalled in reverse order of layoff for positions for which they are qualified.

SECTION 4 Probationary Period

Employees shall be considered probationary during their first ninety (90) workdays of employment. During such probationary period the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board of Education, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

ARTICLE XII - PRIOR PRACTICE

SECTION 1

- a) The Board of Education agrees to continue in force for the duration of this Agreement, for 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 of 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 XIII - OVERTIME/CALL BACK

SECTION 1 Overtime

- a) Payment of hours actually worked in excess of eight (8) in any work day and hours worked in excess of forty (40) in any week (Monday through Sunday) shall be made at one and one-half (1 1/2) times the hourly rate of the employee. Overtime must be approved in advance by their supervisor.
- b) Except where Saturday is part of the regular work schedule, payment for time worked on Saturday shall be one and one-half (1 1/2) times the employee's hourly rate regardless of whether the employee has worked in excess of forty (40) hours in the preceding Monday through Friday period.
- c) Except where Sunday is part of the regular work schedule, payment for time worked on Sunday shall be at two (2) times the employee's hourly rate regardless of whether the employee has worked in excess of forty (40) hours in the preceding Monday through Saturday period.
- d) Compensatory time may be substituted for overtime pay upon the mutual agreement of the employee and the Superintendent or his/her designee. Compensatory time shall be used within thirty (30) days of the date on which it was earned, and in accordance with applicable law, or shall be paid out to the employee at the applicable overtime rate.
- e) When an employee is called in for work outside of his/her normal hours by the Superintendent or designee, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate. This provision should apply once in any one calendar day. If a call back occurs more than once in any calendar day, overtime shall be paid for all hours worked. Call back is defined as overtime which is not contiguous to the regular work hours. Regularly scheduled meeting are also exempt from call back provision and shall be paid at the applicable overtime rate.

ARTICLE XIV - DISCIPLINE

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 forty-eight (48) hours 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 be 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.

Each employee shall have the right to see and review his or her personnel file upon request with 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. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

Disciplinary action, whether verbal, written warnings, or any other types of action, shall not be considered for purposes of progressive discipline after (1) year, provided a similar infraction has not occurred within the one year period.

ARTICLE XV - PENSION

SECTION 1

For employees hired prior to July 1, 2013 will continue to be eligible to participate in 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 5.0%.

SECTION 2

Employees hired on or after July 1, 2013 shall not be eligible for the Pension Plan for Town employees and instead will be eligible to participate in the Board 401(a) Defined Contribution plan.

ARTICLE XVI - 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 provide a copy of this Agreement to each employee presently employed and 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 of Education 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

The Union's business representative shall be permitted to visit specific job sites where bargaining 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 7

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

SECTION 8

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

SECTION 9

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 10

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

SECTION 11

All members of this bargaining unit who supervise one or more employees shall be provided with and must attend training annually concerning supervisory responsibilities and on human rights and opportunities law.

ARTICLE XVII - SAFETY & HEALTH

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

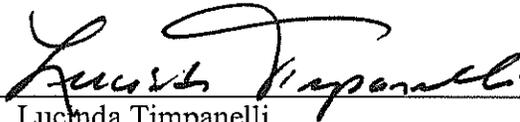
ARTICLE XVIII - DURATION OF AGREEMENT

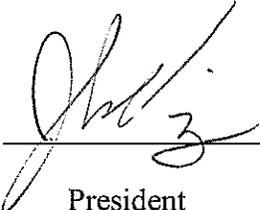
The term of this Agreement shall be effective July 1, 2020 to June 30, 2021.
The Appendices attached hereto setting forth categories and wage rates shall constitute a part of this Agreement.

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

CONNECTICUT
INDEPENDENT
LABOR UNION, LOCAL #21

By: 
Lucinda Timpanelli
Chairperson

By: 
President

Date: 2/20/2020

Date: 02/20/2020

APPENDIX A - SALARY SCHEDULE

		2020-2021				
% Increase		2.50%				
Classification				Step 1	Step 2	Step 3
		Yearly Rate				
Technician 1				\$63,450.28	\$64,745.81	\$66,067.37
Technician 2				\$73,089.31	\$74,580.72	\$76,103.11
Technician 3				\$78,321.03	\$79,886.84	\$81,484.87
Technician 4				\$91,635.91	\$93,506.70	\$95,414.67
Channel 17/ Technician				\$68,286.51	\$69,652.72	\$71,044.95
Assistant to the Manager of Information Services				\$63,606.48	\$64,903.26	\$66,200.01
Coordinator of Health & Parent Involvement/Social Services				\$59,983.26	\$61,207.40	\$62,456.53
Human Resources Generalist				\$72,920.42	\$74,378.83	\$75,866.40
		Hourly Rate				
Career Center Support				\$19.01	\$19.41	\$19.79
District/ Curriculum Support Specialist				\$33.60	\$34.28	\$34.95