AGREEMENT

Between the

TRUMBULL BOARD OF EDUCATION

and

CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU) #4
TRUMBULL ADMINISTRATIVE SUPPORT STAFF (TASS)

July 1, 2021-June 30, 2025

TABLE OF CONTENTS

Page

Article I - Recognition	
Article II - Negotiation	1
Article III - Working Conditions	2
Article IV - Evaluation	11
Article V - Reclassification	11
Article VI - Vacancies/Lay-Off/Recall	11
Article VII - Job Rights	12
Article VIII - Prior Practice	12
Article IX - Salary Schedule	13
Article X - Job Descriptions	13
Article XI - Fringe Benefits	13
Article XII - Grievance Procedure	16
Article XIII - Payroll Deductions	19
Article XIV - Management Rights	19
Article XV - No Strike - No Lockout	19
Article XVI - Duration	19
APPENDIX A - 2021-22 SALARY SCHEDULE	21
APPENDIX A - 2022-23 SALARY SCHEDULE	22
APPENDIX A - 2023-24 SALARY SCHEDULE	23
APPENDIX A - 2024-25 SALARY SCHEDULE	24
APPENDIX B – WAGE GROUP CLASSIFICATIONS	2

PREAMBLE

This Agreement is made and entered into by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the "Board") and CONNECTICUT ASSOCIATION OF LABOR UNIONS (CALU) #4, TRUMBULL ADMINISTRATIVE SUPPORT STAFF ("TASS") (hereinafter referred to as the "Union").

<u>ARTICLE I - RECOGNITION</u>

The Board recognizes the Union as the sole bargaining agent for the purpose of bargaining collectively with respect to wages, hours and other conditions of employment for all Trumbull Administrative Support Staff employees of the Trumbull Board of Education as certified by the Connecticut State Board of Labor Relations in Decision W1899 issued on May 29, 1980, decision and order #3115, decision No. 4839, and decision No. 5093 with the exception of two (2) Secretaries to the Superintendent and the two (2) secretaries to the Personnel Department.

- 1.2 "Employee" shall mean all employees as stated above of the Trumbull Board of Education, whether or not in a classified service except part-time employees who work less than twenty (20) hours per week on a seasonal basis, department heads and persons in such other positions as may be excluded from coverage under §7-467 to 7-477 of the Connecticut General Statutes, inclusive, in accordance with subdivision (2) of §7-471 of the Connecticut General Statutes.
- 1.3 Hereafter when the term "employee" is used without further explanation in this Agreement, it shall mean and include calendar year and school year employees described in Article III, 3.1, Hours of Work.

ARTICLE II - NEGOTIATION

- 2.1 Not later than November 1st of the year preceding the expiration of this Agreement, the Board and the Union agree to negotiate in good faith pursuant to the Municipal Employee Relations Act, C.G.S. §7-467 et. seq. in accordance with procedures set forth herein, to secure a successor agreement relative to all matters concerning salaries and all other conditions of their employment.
- 2.2 During negotiations, the Board and the Union shall present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of an outside consultant and may call upon professional and lay representatives to assist in the negotiations. The Board shall make available to the Union for inspection such pertinent records and information which the Board shall deem necessary for negotiations and to which the Union is entitled by law.
- 2.3 If negotiations described in this Article have reached an impasse, the procedure described in the Municipal Employee Relations Act, C.G.S. §7-467 et. seq. and as amended, shall be followed.

2.4 It shall be agreed that the employees of the Union as defined in Article I, Recognition, shall be considered a separate entity for purposes of negotiation. Negotiations shall not be contingent on those benefits granted to other units designated as bargaining agents of the Board but shall be based on the merits and needs of the unit under consideration.

ARTICLE III - WORKING CONDITIONS

3.1 Hours of Work

Fifty-two (52) weeks shall constitute a regular work year for employees occupying "calendar year" positions, and forty-one (41) work weeks shall constitute a regular work year for employees occupying "school year" positions. Eight (8) hours shall usually constitute a regular workday for employees occupying calendar year positions and five (5) to eight (8) hours shall constitute a regular workday for employees occupying school year positions.

a. Calendar Year Employees

- 1. Regular work day means the work days between the first work day of the last week of August and the last day of June, or five (5) days after the last teachers' day, whichever occurs later.
- 2. Calendar year employees, eight (8) hour regular work day, shall be entitled to a one-half (1/2) hour, duty-free paid lunch period.

b. School Year Employees

- 1. School year employees' work year shall start five (5) workdays before the teachers' first work day and shall end five (5) work days after the teachers' last work day. School year employees shall not work on days that schools are not in session unless approved by the Superintendent. In the event it is necessary to have the work of a school year union member performed during non-session work days, the incumbent school year union member shall have first right of refusal at their regular hourly rate of pay.
- 2. School year employees, less than eight (8) hour regular work day shall be entitled to a one-half (1/2) hour, duty-free lunch period, for which there will be no pay.

c. Pupil Personnel Service Clerks

PPS Clerks are part-time employees who work 19 hours or less per week during the student school year.

3.2 Overtime

Employees will be compensated at the rate of time and one-half (1-1/2x) for time worked beyond forty (40) hours per week or all hours worked on Saturday and double time (2x) for hours worked on Sundays and holidays.

3.3 Hours When Schools Close for Emergencies

- a. When schools are dismissed early for any emergency, and announcement of such has been made by the Superintendent, employees are expected to remain until dismissed by the Superintendent.
- b. Announcement of emergency school closings shall be made over message alert systems and television stations designated for such purpose. The Board shall notify employees no later than October 1st of each year which stations have been so designated. Stations selected for such designation shall provide adequate coverage.
- c. School year employees and PPS Clerks shall not report to work on days schools are closed for emergencies and shall not be remunerated, providing such notice is announced forty-five (45) minutes prior to each school's normally scheduled starting time.
- d. When schools have a delayed opening, employees are expected to report to work at the regular time, consistent with safety and road conditions.
- e. When PPS Clerks lose a day that they were regularly scheduled to work as a result of a Holiday, they shall be entitled to make up those hours within the ensuing two-week period.

3.4 Paid Holidays

a. Calendar Year positions paid holidays will be as follows:

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

b. School Year positions - paid holidays will be as follows:

Martin Luther King Day
President's Day
Good Friday
Memorial Day
Labor Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas

- c. When one of the above listed holidays falls on a Saturday, the holiday shall be observed on the Friday preceding, or if one of the above listed holidays falls on a Sunday, the holiday shall be observed on the Monday following, 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.
- d. In addition to the above, school year and calendar year employees shall be entitled to two (2) floating holidays annually, on dates to be agreed upon between the employee and the supervisor.
- e. PPS Clerks shall not be eligible for paid holidays.

3.5 Vacations

- 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. School Year positions:

- 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 and through the eleventh year of service.
- 3. Twelve days vacation with pay after the eleventh year of service.
- c. Employees will take vacations in accordance with the procedures as set forth below:
 - 1. School year employees shall take vacation time during school recesses.
 - 2. Calendar year employees 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 offices staffed by one (1) secretary if the administration considers it necessary to keep such offices open while the respective administrator is also on vacation.
 - 4. No employee shall take a vacation five (5) workdays prior to the teachers' first work day of the school year and five work days following the teachers' last workday of the school year, unless otherwise permitted by the Superintendent or designee.
 - 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.
- d. PPS Clerks shall not be eligible for vacation leave.

3.6 Contract Leave

a. Calendar year employees shall be entitled to fifteen (15) days per year sick leave, cumulative to 150; five (5) days per year for illness in the immediate family, non-cumulative; five (5) days with pay for the death of each member in the immediate family and three (3) days per year for personal leave, non-cumulative.

Regardless of the number of accumulated unused sick days attributed to any employee, on July 1st of each fiscal year, each employee shall receive a full

allotment of fifteen (15) sick days to be used, as needed, during that fiscal year. At the end of any fiscal year, the number of accumulated unused sick days available for any employee shall be capped at 150 days.

- b. School year employees shall be entitled to ten (10) days per year sick leave, cumulative to one hundred and twenty-five (125) days; three (3) days per year for illness in the immediate family, non-cumulative; five (5) days with pay for the death of each member in the immediate family and two (2) days per year for personal leave, non-cumulative. Regardless of the number of accumulated unused sick days attributed to any employee, on July 1st of each fiscal year, each employee shall receive a full allotment of ten (10) sick days to be used, as needed, during that fiscal year. At the end of any fiscal year, the number of accumulated unused sick days available for any employee shall be capped at 125 days.
- c. PPS Clerks shall be entitled to five (5) days per year sick leave, cumulative to fifty (50) days; five (5) days with pay for each death in the immediate family, non-cumulative and prorated for work weeks of less than five (5) days; two (2) personal 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 absences exceeding five (5) consecutive days. Where repeated absences show a pattern of suspected abuse, employees shall first be provided a written non-disciplinary notice detailing the suspected abuse. Upon further suspected abuse, a written notice shall be given to the employee notifying him/her of the requirement that the employee provide a physician's certificate for any paid sick leave for a period of time predetermined by the employer not to exceed one (1) year.
 - 2. Illness or death in the immediate family. The immediate family shall include mother, father, sister, brother, daughter, or son (including in-laws), spouse, grandparent and grandchild. One (1) day shall be permitted for the loss of an aunt or uncle.

3.7 Separation Allowance

Each employee hired on or before June 30, 2003 who terminates his/her employment with the Board following his/her normal or early retirement date, as defined in Section 1.2 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 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.

Employees hired after July 1, 2003 shall not be eligible for the above benefit.

3.8 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 one (1) calendar year, by submitting a written request to the Superintendent or his/her designee in accordance with the following procedures:

- a. Request for leave of absence shall be submitted to the Superintendent and shall 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 and seniority, vacation, contract leave and longevity payment shall be non-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. Vacancies created by this leave will be filled by a substitute.
- e. Upon return to duty, within the specified leave period, said employee will be reinstated in his/her former position.
- f. Leave may be granted at the discretion of the Superintendent, but should not be withheld unreasonably.

3.9 Jury Duty

- a. Any employee who is required to serve on a jury before a State or Federal tribunal shall be granted leave for this purpose and such leave shall not be deducted from sick leave or personal days. Such employee shall receive a rate of pay equal to the difference between his/her then current applicable salary and the jury pay. In order to qualify for this pay, the employee shall notify the Superintendent immediately and in writing when s/he is required to report for jury duty.
- b. The per diem pay for employees serving jury duty shall be computed as follows: The weekly rate of compensation divided by five (5) shall equal the daily rate. The daily rate less jury pay shall equal the rate of pay for employees serving on jury duty.

3.10 Payroll Policies

- a. The rate of compensation for school year employees will be based on the hourly rate multiplied by the number of hours worked.
- b. Calendar year employees shall be paid in 26 equal paychecks.
- c. School year employees shall be paid in 22 or 26 equal paychecks, except for the final paycheck. Payments shall be made via direct deposit.
- d. PPS Clerks will be paid bi-weekly based on time actually worked per their timesheets or electronic equivalent as determined by the Board.
- e. Employees will be paid only for the time worked within each fiscal year (July 1 through June 30).

3.11 <u>Disability Leave</u>

a. Compensable Illness or Injury

Any employee who is disabled as the result of a physical condition, illness or injury for which s/he is eligible to receive Workers' Compensation Benefits shall, after the tenth (10th) workday of such condition, illness or injury be eligible for the sick leave benefits set forth in Article III, Section 3.6, hereof on a prorated basis for the period of such disability or until his/her accrued sick leave has been exhausted (up to a maximum of one year), 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 s/he 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 regular per diem salary rate calculated as of his/her last day worked.

- b. 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 s/he is not eligible for compensation under the Workers' Compensation laws of the State of Connecticut, shall be eligible for sick leave benefits set forth in Article III, Section 3.6 hereof for the period of such disability or until his/her accumulated sick leave has been exhausted, whichever occurs sooner.

2. Verification of Disability

- a. 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 statement shall be in addition to the notice required pursuant to paragraph (c) 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.
- b. 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.

3. <u>Notification</u>

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

- a. If the disability is one that could not have been anticipated, the employee shall, as soon as possible after the event giving rise to the disability occurs notify the Superintendent or designee as to the nature of the disability and the expected duration of the disability.
- b. 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 or designee 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 or designee apprised promptly as to changes in status or anticipated duration of the disability.

- c. In any case where an employee is absent as a result of a disability, the employee shall notify the Superintendent or designee as promptly as possible as to the date upon which his/her disability is expected to end and the date upon which s/he desires to return to work. Failure to notify the Superintendent or designee 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. In such cases, the employee's failure to act shall be deemed to be a resignation.
- d. Any notification referred to above shall be in writing.

4. Return to Work after Period of Disability has Ended

All employees absent as a result of a disability shall return to work within a reasonable period after the end of their disability provided that:

- a. If the employee desires to extend his/her absence beyond the period of disability in order to have time to put his/her personal affairs in order, the Board may grant the employee's request to do so for a reasonable period not to extend beyond thirty (30) calendar days, and the Board shall not unreasonably withhold a request by an employee for such additional leave provided further, however, that any additional leave beyond the period of disability shall be without pay and without the application of accumulated sick leave benefits.
- b. In all cases of absence due to disability, the employee shall, prior to returning to work, submit to the Superintendent a written statement of the employee's physician attesting to the fact that the disability has terminated and the employee is fit to return to work. The Board shall have the right to verify such statements in the same manner as provided in subsection 3.11, paragraph b (2) above.

Nothing herein shall require the Board to pay "sick leave" benefits to any employee beyond his/her period of disability regardless of the length of his/her period of absence; nor shall these provisions be construed so as to permit a disabled employee to return to work prior to satisfying the Board that his/her disability has been removed and s/he is physically able to resume his/her duties.

In the event that law with respect to an employer's obligation to apply disability insurance or sick leave benefits, or both, to employees who are absent for pregnancy related reasons is changed during the life of this Agreement so as to remove or change the employer's obligation to extend such benefits to such employees, then the Board's obligation to apply sick leave benefits to such employees pursuant to paragraph (b) preceding shall terminate and the Board and the Union shall meet to discuss the manner in which the Board shall handle maternity cases thereafter.

c. Any leave taken under this Section 3.11 shall be counted towards any eligibility the employee may have for leave under the Federal Family and Medical Leave Act.

ARTICLE IV - EVALUATION

4.1 Probationary Period

All employees newly hired shall be subject to a probationary period of three (3) months. The Board may extend an employee's probation for an additional three (3) month period, provided it supplies the Union with written explanation substantiating the need for the extension. One (1) month prior to the end of the employee's probationary period (or sooner if deemed necessary by the supervisor), the supervisor will submit in writing to the Superintendent, a report as to the competence of the employee and a recommendation for permanent employment or for dismissal.

4.2 First and Succeeding Years of Employment

Evaluation forms will be forwarded to the employee's supervisors by April 1 and returned to the Superintendent or his/her designee within thirty (30) days. Employees will be notified, in writing of the results of their evaluation no later than June 15. Evaluations will be completed cooperatively with the supervisor and the employee.

ARTICLE V- RECLASSIFICATION

5.1 Employees promoted to a higher wage group shall be placed on the step on the new wage group which results in the wage which is closest to but higher than the previous wage

ARTICLE VI - VACANCIES/LAY- OFF/RECALL

- Notice of any bargaining unit vacancy, 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 written 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. Former employees shall retain step placement if re-appointed within one (1) year, providing they had a satisfactory evaluation at the time of leaving. An employee's seniority will be broken for the following reasons only: resignation or retirement, separation for cause.

- 6.2 a. When a reduction in the bargaining unit occurs any employee so displaced shall have the opportunity to fill a vacancy provided it is in his/her wage group in the same work year (with the same number of hours or if less, at the employee's option) (work year means calendar year, school year or PPS Clerk). In the event no such vacancy exists, the employee subject to reduction shall displace the least senior employee in his/her wage group in the same work year.
 - b. In the event the displaced employee is the least senior in his/her wage group, s/he will have the opportunity to fill a vacancy in the next lower wage group or, in the event there is no vacancy, to "bump" the least senior employee in the next lower wage group.
 - c. During reductions and the implementing of the displacement procedure, an employee who does not choose to implement the displacement procedure may elect to be placed on recall for up to two years. This request must be in writing to the Superintendent within five (5) work days.
- 6.3 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 6.1c. 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. In the case of the PPS Clerks, they may only be recalled to a position within their classification.

ARTICLE VII - JOB RIGHTS

- 7.1 Employees' job rights shall be maintained and the Board shall not refuse to hire, nor shall it discipline, discharge or discriminate against an employee in compensation or in terms, conditions or privileges of employment for any reason but not limited to race, color, religious creed, age, gender, sexual orientation, gender identity, marital status, national origin, ancestry, present or past history of a mental, learning, physical disability, or any protected class under applicable law.
- 7.2 No employee of this unit shall be displaced, laid off, fired, suspended or discharged to accommodate personnel of any local, state, federal, or other like funded programs.

ARTICLE VIII- PRIOR PRACTICE

8.1 Whatever benefits which have and now do exist for employees shall remain a part of this Agreement unless superseded by the provisions of this Agreement.

ARTICLE IX - SALARY SCHEDULE

- 9.1 a. Effective and retroactive to July 1, 2021, employees shall be paid in accordance with the wage schedule set forth as Appendix A. Employees shall advance one (1) step on July 1 until they reach the top step.
 - b. Effective one month after ratification of the new contract commencing July 1, 2021, the payment of wages shall be by direct deposit.

ARTICLE X - JOB DESCRIPTIONS

- 10.1 A complete set of job descriptions for all employees will be kept on file in the offices of the Human Resources Director for the perusal of the employees.
- 10.2 Job descriptions will be reviewed periodically by the Union and the Superintendent.

ARTICLE XI - FRINGE BENEFITS

- 11.1 a. As used in this Agreement, the term "group insurance" shall include the following:
 - 1) State of Connecticut Partnership 2.0 Plan.
 - 2) Life Insurance in the amount of \$30,000.
 - Prescription Drug coverage (individual, husband and wife or family membership) the prescription drug co-payments shall be as provided for in the State Partnership 2.0 Plan.
 - 4) State Partnership 2.0 Dental plan. Unlimited maximum plan option.
 - 5) Vision coverage, optional coverage, currently provided by Anthem.
 - b. 1. Employees working at least twenty-five (25) or more hours per week but less than thirty (30) hours per week shall be entitled to the insurances set forth in paragraph a, 1-5 above for single coverage only. Employees working thirty (30) or more hours per week and their eligible dependents shall be entitled to the insurances set forth in paragraph a, 1-5 above. Notwithstanding this provision, employees working twenty (20) or more hours per week but less than thirty (30) hours per week and who were covered under the insurances set forth in paragraph a, 1-5 above prior to the execution of this Agreement shall be "grandfathered" and such employees' eligible dependents shall continue to be entitled to the insurances.
 - 2. Effective upon ratification, employees shall contribute 16.5% of the cost of the above insurances through payroll deduction. Effective July 1, 2022, employees shall contribute 17% of the cost of the above insurances through

payroll deduction. Effective July 1, 2023, employees shall contribute 18.0% of the cost of the above insurances through payroll deduction. Effective July 1, 2024, employees shall contribute 18.5% of the cost of the above insurances through payroll deduction. The Board shall make available an IRS §125 plan such that employee contributions shall be deemed as made with pre-tax dollars. More particularly, the Board shall adopt and maintain an Internal Revenue Code Section 125 Pre-Tax Premium Conversion Account, also known as a Reimbursement Account Plan ("RA Plan") for employees for the purpose of enabling employees to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$100 to a maximum \$3,000 per plan year for health reimbursement, and a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the year they can be reimbursed for health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described in this Article, including but not limited to, their share of the premium costs for such plans.

- 3. Retiring members may continue to receive all existing medical insurance coverage from the time of retirement to the age of 65 provided they pay full premiums, semi-annually in advance, at the group rate, subject to the carrier's approval.
- 4. Notwithstanding the foregoing, PPS Clerks shall be eligible for the life insurance coverage set forth above regardless of the number of hours per week they are scheduled to work.
- c. Participation in the group insurance plans described above 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 waive in writing their right to receive health insurance benefits shall be entitled to the following payment in consideration for waiving insurance based upon the level of coverage for which they are eligible:

 Individual
 - \$ 600

 Two Person
 - \$ 875

 Family
 - \$1,250

Continues as long as the health plan is the State Partnership 2.0 Plan

The payment of above amount to eligible employees will be made in two substantially equal installments. One installment will be made in December and one installment will be made in June.

d. 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.
- e. 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 plans provided by the Board in accordance with paragraph (a) thereof.
- f. The Board shall provide the insurances listed in Section 11.1 (a), provided however that the Board may substitute for said insurances any plan by the present or any other carrier which offers benefits equal to or better than, on an overall basis, those offered by said insurances. In the event the Union objects to the substitution of a plan for said insurances, then before making substitution, the Board shall file a written request with notice to the Union, that the American Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than" on an overall basis, said insurance.

11.2 <u>Trumbull Retirement Plan</u>

- a. Employees hired before July 1, 2013 and having twelve (12) months of continuous service with the Board as of July 1, 2014 shall be eligible to participate, via contributory deductions to be made by the Board from the employee's paycheck, subject to the latter's written authorization, in the Town of Trumbull Retirement Plan. Employees hired on or after July 1, 2013 shall not be eligible to participate in the Trumbull Retirement Plan, rather, they may participate in the Board of Education Defined Contribution Plan. Employees shall contribute 5% annually to the Defined Contribution Plan which shall be matched at 5% by the Board.
- b. Employees who retire under the Town's Pension Plan currently in effect, shall have their benefits computed as provided for in the plan.
- c. Employees shall contribute 5.0% towards the pension plan. Effective June 30, 2025 employees shall contribute 5.5% toward the pension plan.
- d. The foregoing shall not apply to the PPS Clerks.

11.3 Longevity Payments

a. Each calendar year an employee who has completed ten (10) or more years of service shall receive a longevity payment according to the following:

After 10 years of service	\$250
After 11 years of service	\$270
After 12 years of service	\$290
After 13 years of service	\$310

After 14 years of service	\$330
After 15 years of service	\$350
After 16 years of service	\$400
After 17 years of service	\$450
After 18 years of service	\$500
After 19 years of service	\$550
After 20 years of service	· \$600

Each school year employee who has complete ten (10) or more years of service shall receive a longevity payment according to the following:

After 10 years of service	\$200
After 11 years of service	\$210
After 12 years of service	\$220
After 13 years of service	\$230
After 14 years of service	\$240
After 15 years of service	\$250
After 16 years of service	\$300
After 17 years of service	\$350
After 18 years of service	\$400
After 19 years of service	\$450
After 20 years of service	\$500

An employee eligible for a longevity payment leaving the employment of the Board shall be entitled at the time of severance to receive the balance of longevity due on a monthly basis of the then current service year. An employee dismissed for unacceptable performance is not eligible for longevity payment.

In the event of the death of an employee, the surviving spouse shall receive said balance of longevity payments due said employee; in the absence of a surviving spouse, all monies due shall be paid to said employee's estate.

Longevity payments shall be made on the last pay day of the month in which the employees' anniversary date occurs.

The above shall not apply to the PPS Clerks.

ARTICLE XII - GRIEVANCE PROCEDURE

the Addition of the

A grievance is hereby defined as any written complaint by an employee, a group of employees or the Union, alleging that a provision of this Agreement has been misapplied or violated or that an employee or a group of employees has been treated unfairly or inequitably thereunder.

Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to any problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure

The Board and the Union encourage any employee or group of employees to discuss any work-connected problem with his/her or its principal or immediate supervisor in a confidential manner as soon as practicable after the reason for the problem has arisen. If a solution to the problem is not reached through such discussion within two (2) school days after the reason for the problem has arisen, and the problem falls within the definition of a grievance set forth above, and the employee or group of employees wishes to pursue the matter further, then the employee or group of employees shall reduce the problem to writing. This writing shall constitute the written grievance and shall be processed in the following manner:

Level 1

The written grievance shall be submitted to the principal or the immediate supervisor of the employee or group of employees filing the grievance (hereinafter referred to individually and collectively as the grievant) within fifteen (15) school days after the event giving rise to the grievance. Thereafter the principal or the immediate supervisor to whom the grievance is submitted may, at his/her discretion, discuss with the grievant and a representative of the Union, but in any event, shall respond to the grievance in writing and submit said response to the grievant and the Union no later than fifteen (15) school days after his/her receipt of the written grievance.

Level 2

In the event that the grievant and the Union is not satisfied with the disposition of the grievance at Level 1, the grievance shall be forwarded together with the principal's or supervisor's answer to the Superintendent of Schools and/or his/her designee within fifteen (15) school days after-receipt by the grievant of said answer. In reviewing the grievance, the Superintendent and/or his/her designee shall respond to the grievance in writing and shall submit said response to the grievant and the Union within fifteen (15) school days and/or work days after his/her receipt of the grievance.

Level 3

In the event the grievant and Union is not satisfied with the disposition of the grievance at Level 2 and wishes to proceed further the grievance, together with the answer of the principal, or immediate supervisor, and the Superintendent's response to the grievance, shall be resubmitted to the Superintendent for submission to the Board. Said resubmission shall be submitted in full within fifteen (15) school days and/or work days following receipt by the grievant/Union of the Superintendent's answer to the grievance. The Board shall review the grievance no later than five (5) school days and/or work days following the second regularly scheduled Board meeting held

after the Superintendent's receipt of the full packet resubmitting the grievance to him/her for forwarding to the Board.

Level 4

In the event that the Union is not satisfied with the disposition of the grievance at Level 3 and wishes to proceed further the Union shall, within twenty (20) school days and/or work days after receipt of the Board's answer, send to the American Arbitration Association by United States mail, postage prepaid and certified, return receipt requested, a request for arbitration in accordance with the Voluntary Rules for Labor Arbitration of the American Arbitration Association. The award shall be final and binding on the Parties. In the event that back pay or other monetary issues are in question, the arbitrator may not award any such back pay or money damages prior to the date that the grievance is first reduced in writing and presented to the other party as set forth in Level 2 preceding. The cost of Arbitration shall be borne equally by the Board and the Union.

Procedural Provisions

- a. The grievant may be accompanied by his/her union representative at Levels 1, 2, 3 and 4.
- b. The grievance and the answers to the grievance shall not be filed in the grievant's personnel file.
- c. The answer to the grievance at Level 1, any written statements of decision and/or grievance settlements reached at Level 1 shall not be used as precedent in other grievances.
- d. Any grievance not initiated or appealed to the next level of the grievance procedure in accordance with the limits specified herein shall be deemed waived by the grievant. Failure to communicate an answer to the grievance at any level of the Grievance Procedure shall permit the grievance to proceed to the next level in accordance with procedures set forth in Level 3 above. The time limits specified in Level 3 may be extended in any particular instance by agreement between the Superintendent or his designee and the Union.
- e. No reprisals of any kind shall be taken by any participant against anyone because s/he is a member of the Union. In turn, no member of the Union shall in any way take reprisal against any representative of the Board of Education.
- f. The President or her/his designee, and the grievant shall be granted leave from duty with full pay for all meetings between the Board of Education and the Union for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty. This also applies to attendance at arbitration hearings.

<u>ARTICLE XIII - PAYROLL DEDUCTIONS</u>

- The Board will deduct from the pay of each employee, from whom it receives written authorization to do so, the Union's annual membership fee in uniform dollar amounts. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the Union's treasurer.
- The Union agrees to defend, indemnify and hold harmless the Board in connection with any litigation arising out of deductions made pursuant to this paragraph.

ARTICLE XIV - MANAGEMENT RIGHTS

It is recognized that the Trumbull Board of Education has and will continue to retain its rights, duties, obligations and responsibilities to direct, promote and maintain the affairs of the school department. It is agreed that the management of the school department and the business of the department, the direction of the working forces, the establishment of operations, the promotion of employees, the establishment of plans for increased efficiency, the maintenance of standards of quality, the right to hire, suspend, discharge or otherwise discipline for just cause, the right to hire and direct supervisors, and the right to transfer or relieve of duty because of lack of work, are solely vested in the Board, unless specifically abridged by the terms of this Agreement. Any such abridgment shall not take precedence over State statutory rules regulating the conduct of the educational process.

ARTICLE XV - NO STRIKE - NO LOCKOUT

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

ARTICLE XVI DURATION

Except as otherwise specified herein, this Agreement shall be in full force and effect from July 1, 2021 up to and including June 30, 2025, and thereafter shall be considered automatically renewed for successive periods of one (1) year unless either party shall serve written notice on the other party no less than one hundred fifty (150) days prior to the expiration date of this Agreement that it desires to terminate, modify, negotiate, change, or amend this Agreement or the Parties entered into formal negotiations prior to the one hundred fifty (150) days.

TRUMBULL BOARD OF EDUCATION

By:)Lucinda Timpanelli

Its: Chairman

Dr. Martin Semmel

Superintendent

CALU #4, TRUMBULL ADMINISTRATIVE SUPPORT STAFF

Its: Co-President

Suelen Rutigliano Co-President

3/16/22

APPENDIX A - 2021-22 SALARY SCHEDULE

TRUMBULL BOARD OF EDUCATION

SECRETARIAL AND CLERICAL EMPLOYEES

(2.25% increase) plus steps movements

	Step 1	Step 2	Step 3	Step 4	Step 5
WAGE GRADE V	27.40	29.02	30.77	32.63	34.60
WAGE GRADE IV	24.64	26.10	27.72	29.39	31.14
WAGE GRADE III	23.94	25.40	26.93	28.49	30.26
WAGE GRADE II	23.00	24.38	25.91	27.43	29.05
WAGE GRADE I	17.41	17.78	18.18	18.59	19.01

Effective July 1, 2021, all employees shall receive a 2.25% wage increase. This wage increase shall be retroactive for all employees employed at the time of ratification, plus step movement.

APPENDIX A - 2022-23 SALARY SCHEDULE

TRUMBULL BOARD OF EDUCATION

SECRETARIAL AND CLERICAL EMPLOYEES

(2.00% increase) plus steps movements

	Step 1	Step 2	Step 3	Step 4	Step 5
WAGE GRADE V	27.95	29.60	31.38	33.28	35.29
WAGE GRADE IV	25.14	26.63	28.27	29.97	31.76
WAGE GRADE III	24.42	25.91	27.47	29.06	30.86
WAGE GRADE II	23.46	24.86	26.43	27.98	29.63
WAGE GRADE I	17.76	18.14	18.54	18.96	19.39

Effective July 1, 2022, all employees shall receive a 2.0% wage increase, plus step movement.

APPENDIX A - 2023-24 SALARY SCHEDULE

TRUMBULL BOARD OF EDUCATION

SECRETARIAL AND CLERICAL EMPLOYEES

(2.25% increase) plus steps movements

	Step 1	Step 2	Step 3	Step 4	Step 5
WAGE GRADE V	28.58	30.26	32.09	34.03	36.09
WAGE GRADE IV	25.70	27.23	28.91	30.65	32.47
WAGE GRADE III	24.96	26.49	28.09	29.71	31.56
WAGE GRADE II	23.98	25.42	27.02	28.61	30.30
WAGE GRADE I	18.16	18.54	18.96	19.39	19.82

Effective July 1, 2023, all employees shall receive a 2.25% wage increase, plus step movement.

APPENDIX A - 2024-25 SALARY SCHEDULE

TRUMBULL BOARD OF EDUCATION

SECRETARIAL AND CLERICAL EMPLOYEES

(2.00% increase) plus steps movements

·	Step 1	Step 2	Step 3	Step 4	Step 5
WAGE GRADE V	29.15	30.87	32.73	34.71	36.81
WAGE GRADE IV	26.21	27.77	29.49	31.26	33.12
WAGE GRADE III	25.46	27.02	28.65	30.30	32.19
WAGE GRADE II	24.46	25.93	27.56	29.18	30.90
WAGE GRADE I	18.52	18.92	19.34	19.78	20.22

Effective July 1, 2024, all employees shall receive a 2.0% wage increase, plus step movement.

APPENDIX B - WAGE GROUP CLASSIFICATIONS

WAGE GROUP V

Insurance Coordinator
Assistant Superintendent Secretary/Residency Coordinator**
Payroll/Accounting Coordinator

**Effective July 1, 2012, the Assistant Superintendent's Secretary shall receive an annual stipend of \$1,000 for administering the district's student residency policy

WAGE GROUP IV

Payroll Assistant Business Office Finance Secretary Assistant Superintendent's Secretary

Plant Operations Finance Secretary*

*current incumbent as of 7/1/06 grandfathered at WG IV; new hires will be placed in Wage Grade III.

WAGE GROUP III

Substitute Coordinator
Accounts Payable Secretary
Special Projects Accounting Secretary
Elementary Principal's Secretary
Middle School Principal's Secretary
Technology Director's Secretary
Curriculum Director's Secretary
THS Guidance Secretary A
THS Principal's Secretary
Transportation Secretary
PPS Director's Secretary
Food Service Director's Secretary
PPS Secretary A
Plant Maintenance & Operations Secretary
Continuing Education Secretary

WAGE GROUP II

Agriscience Director's Secretary THS Guidance Secretary B Media Center Secretary Athletic Director's Secretary Middle School Guidance Secretary Transportation Secretary B Pre-School Director's Secretary

THS House Principal's Secretary Elementary and Middle School Secretary Pre School Secretary

THS PPS Secretary B

WAGE GROUP I

PPS Clerks