

AGREEMENT
BETWEEN
THE TOWN OF TRUMBULL
AND
THE TRUMBULL DPW SUPERVISORS UNION



July 1, 2019 - June 30, 2022

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This Agreement is made by and between the Town of Trumbull, Connecticut, hereinafter referred to as the "Town" and the Trumbull DPW Supervisors Union, UPSEU Local 424, Unit 105, , hereinafter referred to as the "Union" and hereinafter jointly referred to as the "parties".

ARTICLE I
RECOGNITION

1.1 The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for full-time permanent employees classified as supervisors, in the Highway Division of the Department of Public Works, including the Office Manager as well as the Superintendent and Assistant Superintendent of the Parks Division of the Public Works Department, the Supervisor of Solid Waste/Recycling, the Director of Buildings and Facility Maintenance and the Director of Solid Waste and Recycling.

1.2 **Section 1.2**

Union members who have signed dues authorization cards shall pay union dues.

The Town shall provide the UPSEU Labor Relations Representative via email within ten (10) working days from the employee's date of hire, the following information: 1) first and last name; 2) work location/department; 3) pay rate; 4) work phone number; 5) work email address; and 6) home address.

During the first month of employment, the Union shall be provided an opportunity to meet with new employees during orientation, for up to a maximum thirty (30) minutes, or in the event, the union does not attend orientation, during the employee's normal lunch period.

1.3 The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed payroll deduction authorization card a sum certified by an officer of the union which represents union dues or union service fees. The dues of service fee deductions for each month shall be made during the second payroll period of each month and the total amount so deducted shall be remitted to the Union with an itemized list of employee names and addresses showing the amount of dues or service fees deducted.

1.4 The Union shall save the Town harmless from any and all claims, demands, suits, judgment, or costs including attorneys' fees, arising from the implementation of this Article.

ARTICLE 2
PERSONNEL POLICIES

2.1 The Town of Trumbull's Civil Service Rules and Personnel Policies shall apply to members of the bargaining unit except where they may conflict with this Agreement in which case this Agreement shall prevail.

2.2 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the employer have enjoyed prior to the effective date of the Agreement.

2.3 The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

ARTICLE 3
WAGES AND BENEFITS

3.1 Current full-time employees and their eligible dependents shall be eligible for:

(a) The State Partnership Plan 2.0 for health, pharmacy, vision and dental coverages. (Dental Coverage \$1500 Annual Maximum Plan with option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including penalties for non-compliance resulting in deductibles and premium penalties. (See Appendix A)

Coverage eligibility for employees and eligible dependents shall commence on the first of the month following employment and shall end on the last day of the month in which they are separated. Coverage for eligible dependents shall continue up to age 26 for health, pharmacy, dental, vision irrespective of student status.

(b) Life Insurance in the amount of \$40,000 (employee only).

(c) Employees shall contribute towards the cost of insurance as follows:

<u>Effective Date</u>	<u>Contribution</u>
Upon ratification and approval	16.5%
7/1/20	17.25%
7/1/21	18%

The Town shall implement an IRS 125 plan as to employee contribution toward health insurance.

3.3 New hires shall earn sick time from time of hire.

3.4 The Town shall provide the insurances set forth herein , provided, however, that the Town may substitute for said insurances any plan by that or any other carrier which offers benefits substantially equal to or better than those offered by said insurances on an overall basis, in terms of benefits.

3.5 The Town shall have the unilateral right to withdraw from the State Partnership Plan. In the event the Town elects to withdraw, it shall notify the Unions of its decision as soon as possible. Penalties assessed by the State resulting from the Town's decision to withdraw from the State

Partnership, shall be the responsibility of the Town. The Unions agree to negotiate on a coalition basis over the health benefits plan. The employee medical contribution rate shall also be the subject to negotiations upon withdrawal but shall not be conducted on a coalition basis. In the event an agreement is not reached within forty-five (45) days from said notice, the parties agree to proceed immediately to binding arbitration. The arbitration shall be a "one issue" arbitration with the Town and the Coalition each submitting their proposal for the medical plan design. The parties agree to make their best efforts to expedite the process to ensure a decision within sixty (60) days of the expiration of the forty-five (45) day window for negotiations. The Unions may, if there is a substantial change in the State Partnership Plan 2.0 benefits, request bargaining over a substitute plan. In order to make such a request, the group must constitute at least a majority of the Town unions representing at least 50% of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. This reopener applies during the term of the applicable contract. Such demand to bargain over a substitute plan of benefits shall be made within thirty (30) days of such change. If the request to bargain is not made within thirty (30) days then the Plan will remain with the changes. If bargaining occurs, it shall be the process as outlined above.

3.5.1 – Waiver of Group Health Coverage

- A. Eligible employees may elect to waive all group health coverage.
- B. Notice of intent to elect and re-elect the waiver must be filed with the Human Resources/Civil Service Department by the end of open enrollment . The waiver shall remain in effect until the employee files a written request for reinstatement of insurance. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a qualifying event.
- C. An Employee may not receive compensation for waiving group health coverage, if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan. The Town of Trumbull may, at its discretion, amend the program's schedule or discontinue the program.

3.6 The Town shall provide to employees employed one year or more, at no expense to the employees, a disability insurance which will provide for each covered illness or injury sixty-six and two-thirds (66.66%) replacement income for up to twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury, as follows:

- 1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the town and from engaging in other gainful employment.

Notwithstanding the above, short term disability benefits are available to employees provided that the employee has used all of his or her accumulated sick leave with the exception of thirty (30) days.

- 2. There shall be a fifteen (15) work day waiting period prior to the effective start date of the short term disability benefit. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the fifteen (15) day period.

The utilization of the employees' accumulated sick leave shall count towards the fifteen (15) day waiting period. If the employee does not have sufficient accrued sick days to satisfy the fifteen (15) day waiting period, he/she may utilize any accrued paid leave such as vacation or personal days and/or compensatory time.

3. The maximum duration of the disability period shall be 26 weeks per illness or injury, including any reoccurrence of the same illness or injury. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.
4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.
5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send an employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employee's physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside of a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.
6. Employees shall be entitled to one disability leave absence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same illness or injury needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure set forth in paragraph 5, at the Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3rd of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:
 - A. Effective July 1, 2004, the disabled employee shall receive full base pay pension credit. However, the employee on disability must continue to contribute their

share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.

- B. Employee will not be denied earning normal personal time provided under contract.
 - C. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.
 - D. The employee hired into a bargaining unit position prior to July 1, 2012 will accrue one and one-quarter (1 1/4) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave. The employees hired into a bargaining unit position on or after July 1, 2012 will accrue one (1) sick day.
8. The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.
9. A. Union dues and all other legal deductions shall continue during the disability period.
- B. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.
10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability.
11. Any leave under this Section 3.5 shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.
- 3.7 Upon retirement from the Town of Trumbull, employees may elect to purchase, at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at the Town's group rate. Employees must be between the ages of sixty-two (62) and sixty-four (64), inclusive, in order to purchase such benefits.
- Upon becoming Medicare eligible, employees may purchase, at their sole expense, coverage under a Medicare supplement plan and supplemental drug rider through the Town at group rates. Employees so electing shall make payment for said insurances in the manner specified by the Town.
- 3.8 Wages:
Employees not hired pursuant to Section 6.2 shall move to the Maximum rate on the one (1) year anniversary of their appointment. The following wage schedule based on a 40 hour work week:
- A. Effective and retroactive to July 1, 2019, two (2%) percent:
 - B. Effective July 1, 2020, two and a quarter (2.25%) percent:
 - C. Effective July 1, 2021, two (2%) percent.

Classification:

7/1/2019 2%

<u>Deputy Director</u>	<u>\$111,302</u>	<u>\$117,150</u>
<u>Director of Building and Facility Main.</u>	<u>\$87,639</u>	<u>\$90,268</u>
<u>Director of Solid Waste Recycling</u>	<u>\$85,154</u>	<u>\$86,657</u>
<u>General Foreman</u>	<u>\$93,239</u>	<u>\$97,624</u>
<u>Garage Supervisor</u>	<u>\$86,385</u>	<u>\$90,672</u>
<u>Senior Supervisor</u>	<u>\$84,316</u>	<u>\$87,558</u>
<u>Superintendent of Parks</u>	<u>\$88,809</u>	<u>\$93,424</u>
<u>Public Works Supervisor</u>	<u>\$79,293</u>	<u>\$87,041</u>
<u>Assistant Superintendent of Parks</u>	<u>\$79,293</u>	<u>\$82,749</u>
<u>Supervisor Solid Waste/Recycling</u>	<u>\$75,098</u>	<u>\$78,551</u>
<u>Office Manager*</u>	<u>\$61,284</u>	<u>\$64,343</u>
<u>Office Manager Upon Ratification</u>	<u>\$61,804</u>	<u>\$64,863</u>

* The hourly rate for the Office Manager will be increased by \$.25 per hour effective upon the ratification of this agreement

7/1/2020 2.25%

<u>Deputy Director</u>	<u>\$113,807</u>	<u>\$119,786</u>
<u>Director of Building and Facility Main.</u>	<u>\$89,611</u>	<u>\$92,299</u>
<u>Director of Solid Waste Recycling</u>	<u>\$87,070</u>	<u>\$88,607</u>
<u>General Foreman</u>	<u>\$95,337</u>	<u>\$99,821</u>
<u>Garage Supervisor</u>	<u>\$88,328</u>	<u>\$92,712</u>
<u>Senior Supervisor</u>	<u>\$86,213</u>	<u>\$89,528</u>
<u>Superintendent of Parks</u>	<u>\$90,808</u>	<u>\$95,526</u>
<u>Public Works Supervisor</u>	<u>\$81,077</u>	<u>\$88,999</u>
<u>Assistant Superintendent of Parks</u>	<u>\$81,077</u>	<u>\$84,610</u>
<u>Supervisor Solid Waste/Recycling</u>	<u>\$76,787</u>	<u>\$80,319</u>
<u>Office Manager</u>	<u>\$63,194</u>	<u>\$66,322</u>

7/1/2021 2%

<u>Deputy Director</u>	<u>\$116,083</u>	<u>\$122,182</u>
<u>Director of Building and Facility Main.</u>	<u>\$91,404</u>	<u>\$94,145</u>
<u>Director of Solid Waste Recycling</u>	<u>\$88,811</u>	<u>\$90,379</u>
<u>General Foreman</u>	<u>\$97,244</u>	<u>\$101,817</u>
<u>Garage Supervisor</u>	<u>\$90,095</u>	<u>\$94,566</u>
<u>Senior Supervisor</u>	<u>\$87,938</u>	<u>\$91,318</u>
<u>Superintendent of Parks</u>	<u>\$92,624</u>	<u>\$97,436</u>
<u>Public Works Supervisor</u>	<u>\$82,698</u>	<u>\$90,779</u>
<u>Assistant Superintendent of Parks</u>	<u>\$82,698</u>	<u>\$86,303</u>
<u>Supervisor Solid Waste/Recycling</u>	<u>\$78,323</u>	<u>\$81,925</u>
<u>Office Manager</u>	<u>\$64,458</u>	<u>\$67,648</u>

Employees in the Public Works Supervisor classification hired or promoted into said position prior to July 1, 2000 shall not be required to rotate into or cover the Town transfer station. Subsequent hires may be required to do so by the Town. The Solid Waste Supervisor will not be used to cover Public Works Supervisor duties, except in case of an emergency or as is the current practice.

- 3.9 Employees hired prior to July 1, 2004 shall be eligible for longevity payments based on individual members full time completed years of continuous service with the Town as of December 1st of each year.

<u>Years of Service</u>	<u>Longevity Payment</u>
Ten (10) years	\$325
Fifteen (15) years	\$500

Said payment shall be made on the first pay date in December. Employees hired on or after July 1, 2004 shall not be eligible for longevity pay.

- 3.10 Annually, on or about July 1, all employees on the active payroll shall receive a clothing allowance in the amount of \$100. Any newly hired employees shall, upon successful completion of his/her probationary period, receive a clothing allowance of \$100. To be eligible for payment, the employee must have been employed at least three months prior to July 1st.
- 3.11 The Town shall provide to the employee annually a voucher in the amount of one hundred and twenty-five (\$125) to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes. Effective fiscal year 2018, the amount referenced about shall be increase to one hundred fifty dollars (\$150) per year.
- 3.12 A tool allowance of two hundred (\$200) dollars per year will be granted to the garage foreman for the purchase of specialized tools required for Town work and/or replacement of personal tools which are damaged while being used for Town work. The garage mechanic may purchase

such tools, after approval by the Deputy Director of Public Works, by receiving a voucher and/or purchase order from the Town.

- 3.13 Employees that utilize the clothing, safety shoes and/or tool allowance provided herein must supply the Director of Public Works with an appropriate receipt.
- 3.14 The Town shall have the right to implement biweekly pay where employees will be paid and all deductions taken on a bi-weekly basis. The Town will provide thirty (30) days notice of the change.
- 3.15 Effective upon ratification, employees will be paid via direct deposit and receive their payroll direct deposit advice via email.
- 3.16 The Town shall have the right to discontinue the privilege of a take-home vehicle for any new or promoted employee hired into the bargaining unit after July 1, 2019. Employees shall be required to operate vehicles in accordance with the Town's Vehicle Use Policy.
- 3.17 The regular work schedule for DPW supervisors shall be between the hours of 6:30 a.m. and 3:30 p.m. Monday through Friday. Employee will work an eight (8) hour day with a half hour unpaid lunch. Shifts will be staggering to provide the necessary coverage throughout the day. Supervisors will be allowed to establish their own regular work schedule between these hours subject to approval of the Director of Public Works. These schedules shall be fixed and changes are subject to the approval of the Director. Schedules may be adjusted to meet operational needs caused by absences, planned or unplanned.

If employees cannot agree among themselves on a schedule scheme that provides adequate coverage then the Director will determine these schedules. In addition, if the Director determines that schedules do not meet the operational needs of the Department, then the Director of Public Works will set the work schedules.

- 3.18 After fifteen (15) months of being out of work because of a work-related or non-work related injury, illness or disability, the Town shall have the right to separate the employee from his or her position. At the end of the fifteen-month period, the Town, the Union and the employee will meet to discuss the employee's status. If there is evidence that the employee will likely return to their position in the near future, not to exceed ninety (90) calendar days, then the employee will not be separated. Absent such evidence, the employee will be separated after the fifteen (15) month period. If the employee was extended after the 15 months and does not return before the end of the extension period, the Town will have the right to separate the employee. The leave period will not be broken for periods of restricted or modified duty, or periods of less than four weeks (20 days) of regular duty. **This provision shall be effective July 1, 2021, until then the current practice shall govern.**

ARTICLE 4 **PREMIUM PAY**

- 4.1 Employees shall be paid at the rate of time and one-half for hours worked more than eight (8) hours in a day or forty (40) hours in a week.

- 4.2 Employees shall be paid at a double time rate for work on Sundays and holidays.
- 4.3 Overtime shall be distributed equally within the job classifications, with seniority prevailing when necessary. Employees shall not be eligible for overtime for weekends before and after a scheduled vacation nor shall he be charged, except in all out emergency situations.
- 4.4 All employees who receive the wages and benefits under this Agreement must work overtime as requested or disciplinary action, up to and including dismissal, may be taken.
- 4.5 Employees assigned to work in a classification higher than their own shall be paid at the minimum rate for the higher classification.

4.6 Compensatory Time Off

At the discretion of the First Selectman or Director of Public Works, an employee may elect to receive compensatory time off in lieu of overtime payments, at the same rate as described for overtime payments (Section 4.1, 4.2) provided accumulated compensatory time for the fiscal year shall not exceed a total of forty (40) hours.

Such compensatory time must be used during the fiscal year and shall be subject to departmental needs.

4.7 Call Back Pay

Employees called back to work after they have left the premises at the end of their regularly scheduled work day, shall receive:

1. A minimum of three (3) hours pay at the rate of time and one half the employee's regular hourly rate of pay between the hours of 9:00 p.m. to 5:00 a.m.
2. One and one half (1.5) hours pay at the rate of time and one half the employee's regular hourly rate of pay prior to 9:00 p.m.

Call back pay commences when the call/communication is received by the employee, however, said time shall not exceed one half hour in duration from the time of the call until the employee reaches work.

There shall be no minimum premium pay if the overtime work is contiguous to either end of the employee's shift. For example, if the employee is asked to stay an extra hour, or is asked to report at 5:30 a.m.

The Town may require the employee to work the duration of the minimum callback period.

ARTICLE 5
PENSION

- 5.1 Employees hired before July 1, 2012 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan). Employees hired after July 1, 2012, shall, if

eligible, participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan).

The Town will match employee contributions in the Defined Contribution Plan in the amount of seven (7%) percent of the employee's annual base salary. Effective January 1, 2018, employees in the defined contribution plan will have said contributions commence on the first of the following month from employment.

5.2 Employees shall contribute six percent (6%) of their earnings towards the pension plan.

ARTICLE 6 **SENIORITY**

6.1 Seniority shall be defined as the period of total continuous service within the bargaining unit.

An employee's seniority, and his employment, shall terminate upon any of the following conditions:

1. Resignation;
2. Discharge for cause;
3. Retirement;
4. Death;
5. Reduction in force due to elimination of position, reduction in force or for other legitimate reason;
6. Absence due to illness, authorized leave of absence or temporary layoff for a period in excess of twelve months;
7. Failure of an employee on layoff to return to work upon recall within three (3) days of receiving notice to return to work (it is the obligation of the employee to leave his last known address on record with the Town's Personnel Department); and
8. Undisclosed absence in excess of three consecutive workdays.

In the event an employee is rehired into the bargaining unit within one year of having been laid-off, the employee's former seniority shall be reinstated, except that no credit shall be given for the period of non-employment.

The seniority list shall be brought up-to-date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

6.2 Employees who are promoted within the bargaining unit or become part of the bargaining unit as the result of a promotion from outside the bargaining unit will be placed on the minimum step of the wage schedule for their position. Said employees shall serve in the position for a 180-day probationary period, after which, the employee shall advance to the maximum pay step of the

wage schedule for the position. Said probationary period shall not affect the employee's benefits. New hires shall serve a one hundred eighty (180) day probationary period from their date of appointment. Said probationary period shall not affect the employee's benefits.

- 6.3 In the event of a layoff for lack of work is pending or proposed, the Town shall notify the Union President as soon as practical, but in any event not less than forty-eight (48) hours. No employee shall be laid off without two (2) weeks' notice unless such notice is not practical. Severance shall apply to the first instance of layoff only. Subsequent layoffs if involving the same individuals who are back at work will not result in severance pay. In lieu of providing the two-week notice under this section, the Town may pay the employee the equivalent amount in severance pay.
- 6.4 No permanent employee shall be subject to disciplinary action, discharge or a suspension except for just cause. If any employee is so disciplined and in his judgment this action is taken without just cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement, and shall have the right to be represented by the Union; provided however, that notwithstanding the foregoing, only the Union may appeal a grievance to arbitration and only the Union, not the employee is recognized as the grievant/party to the arbitration. He shall be provided a copy of all charges and statements, as soon as possible, of any adverse action as above.
- 6.5 All disciplinary action shall be for just cause. . Disciplinary action shall include (a) verbal warning; (b) written warning; (c) suspension without pay; and (d) discharge.
- 6.6 All disciplinary action appeals shall be through this established grievance procedure.
- 6.7 The Town shall make a reasonable effort to notify the President orally of any suspension or discharge (except suspension or discharge of a probationary employee), within twenty-four (24) hours of said action.

ARTICLE 7 **SICK LEAVE**

- 7.1 Full-time permanent employees hired into a bargaining unit position prior to July 1, 2012 shall be granted sick leave on the basis of one and one-quarter (1-1/4) days per month and such sick leave may be accumulated up to two hundred (200) days. Employees with more than two hundred (200) accumulated sick days as of July 1, 2008 shall be grandfathered with their current sick leave bank, provided that the maximum accumulation shall drop as used, until sick leave drops to two hundred (200) days.

Full-time permanent employees hired on or after July 1, 2012 shall be granted sick leave on the basis of one (1) day per month and such sick leave may be accumulated up to one hundred and eighty (180) days.

Employees may use their accrued sick time for their own illness, personal injury, doctor and dental appointments. In addition, employees may use sick leave up to five (5) days per fiscal year for the illness/injury of a child under the age of 21, or a spouse or parent whom the employee is the primary caregiver. The Town may require documentation to support the request.

- 7.2 Employees may be granted an unpaid leave of absence, in writing, by the Director of Public Works for a period not to exceed nine (9) months from the time the employee's paid sick leave is exhausted. Said sick leave shall not affect the employee seniority. Employees may retain their medical benefits during said leave at their own expense.
- 7.3 Each employee who retires from the Town of Trumbull under the terms 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 a rate equivalent to the employee's mean pay rate for the four years prior to retirement. Employees will be eligible to receive payment for fifty percent (50%) of unused accumulated sick leave up to a maximum of 200 accumulated days for a total maximum payout of 100 days. In the event that an employee who has reached the normal retirement date dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive the payment. Employees hired on or after July 1, 1996 shall be eligible to receive payments upon retirement for fifty (50%) percent of unused accumulated sick leave up to a maximum of one hundred twenty (120) days, for a total maximum payout of 60 days.

ARTICLE 8
HOLIDAYS/VACATIONS/PERSONAL DAYS

- 8.1 The following will be considered holidays under this Agreement:

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

plus a floating holiday to be established annually by the First Selectman.

- 8.2 Employees shall receive vacation according to the following schedule:

Years of completed service:

1 year but less than 5 years of service	10 days
5 years but less than 10 years of service	15 days
10 years but less than 20 years of service	20 days
20 or more years of service	25 days

Employees shall be permitted to carry over to the following year three (3) weeks vacation time. If the time that is carried over to the following year is not used during the following year, the employee loses the carry-over vacation time.

- 8.3 Two (2) working days absence with pay shall be allowed for personal leave. These days shall not accumulate from calendar year to year. Personal days shall be prorated during the first year of employment. Specifically, full time employees hired prior to June 30 of a given calendar year are entitled to two (2) personal days..

Full time employees hired after June 30 in a given calendar year are entitled to one (1) personal day.. Such employees are then entitled to two (2) personal days on January 1 of the following calendar year.

Effective January 1, 2017, employees will be able to use personal leave through the end of the last full pay period of each calendar year. Effective January 1, 2018, employees shall be credited and use personal leave commencing the first full pay period of each calendar year thereafter. The Town will notify employees of the date that personal leave must be used.

- 8.4 Personal days may be taken immediately before or immediately after a vacation day.
- 8.5 Effective July 1, 2008, the Town will discontinue the practice of advancing vacation pay to employees.

ARTICLE 9 **FUNERAL LEAVE**

- 9.1 Five (5) working days absence with pay shall be allowed for each occurrence in the event a death occurs in the immediate family of the employee. The immediate family is defined as the employee's spouse, children, mother, father.
- 9.1.2 Three (3) working days absence with pay shall be allowed for each occurrence in the event a death occurs to an employee's sister, brother, current mother-in-law, current father-in-law, current daughter-in-law, or current son-in-law.
- 9.1.3 One (1) working day absence with pay shall be allowed for each occurrence in the event a death to an employee's grandmother, grandfather, grandchildren, current brother-in-law, current sister-in-law, niece, nephew, aunt or uncle.
- 9.1.4 Such funeral leave is not to be subtracted from sick leave.
- 9.1.5 The Town may require proof to substantiate the leave, including the name of the individual and his/her relationship to the employee.

ARTICLE 10 **GRIEVANCE PROCEDURE**

- 10.1 A grievance is defined as an alleged violation of any provision of this Agreement arising out of the interpretation and/or application of any of its term.
- 10.2 **Step 1** - An aggrieved employee shall, within ten (10) days of the event or occurrence leading to a grievance, take the matter up with the Director of Public Works by submitting the grievance to the Director in writing. The Director shall respond, in writing, within five (5) days of the receipt of grievance.
- 10.3 **Step 2** - If the employee is not satisfied with the resolution of the grievance as proposed by the Director of Public Works, he/she shall submit, in writing said grievance to the First Selectman

within ten (10) days of the Director's answer provided under Step 1, above. The First Selectman, or his designated representative, shall arrange a meeting with the Union within ten (10) days of receipt of the grievance. Following the meeting, the First Selectman, or his/her designated representative, shall respond in writing within ten (10) days of the date on which the meeting was concluded.

- 10.4 Step 3 - In the event the Union is not satisfied with the response of the Town given as a result of Step 2, above, the Union may submit the grievance to arbitration by notifying the Town, in writing, within ten (10) days of receipt of the Town's answer as provided in Step 2, above. Such request for arbitration must be simultaneously filed by the Union with the American Arbitration Association. The parties agree that in any arbitration proceedings hereunder, the single member panel shall be utilized exclusively.
- 10.5 The arbitrator shall not have any power to add to, subtract from, or change or modify any of the terms of this Agreement.
- 10.6 The Town shall pay its portion of the expenses incurred as a result of the arbitration proceeding. The Union will be responsible to pay its own portion of the expenses incurred as a result of the arbitration proceedings.
- 10.7 The grievant may be represented by a representative of his/her own choosing.

ARTICLE 11 **MANAGEMENT RIGHTS**

11.1 This Agreement shall not limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract, unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes the Town's rights, powers and authority to include but not limit to: the right to manage its operation; 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; removal of equipment; outside purchases of products or services; the scheduling of operations; the materials 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 production standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production, and to run the department efficiently.

ARTICLE 12 **NO STRIKES - NO LOCKOUT**

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

ARTICLE 13
ENTIRE AGREEMENT

13.1 This Agreement represents the full and complete agreement of the parties with respect to all matters relative to rates of pay, hours of work, and other 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 other conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement.

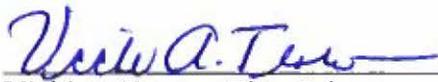
ARTICLE 14
NON-DISCRIMINATION

14.1 Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, handicapping condition, or Union membership.

ARTICLE 15
DURATION

15.1 This Agreement shall be in effect through June 30, 2022. If either party wishes to change, modify or amend this Agreement, the initiating party must notify the other party in writing, not less than one-hundred twenty (120) days not more than one hundred eighty (180) days prior to June 30, 2022 of its desire to renegotiate this Agreement. In the course of such negotiations, either, or both parties, may submit proposals and counter proposals. Should neither party request the reopening of negotiations within the time period stated herein, the Agreement shall automatically be continued in effect for one (1) additional year beyond the above state termination date.

In Witness Whereof, the Parties have hereto caused this instrument to be signed and executed by their mutually authorized officers and representatives this _____ day of _____, 2020.



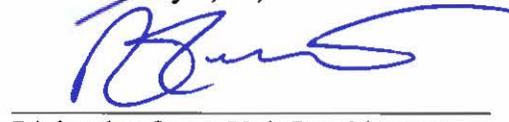
Vicki A. Tesoro, First Selectman



Kevin E. Boyle, Jr., UPSEU President

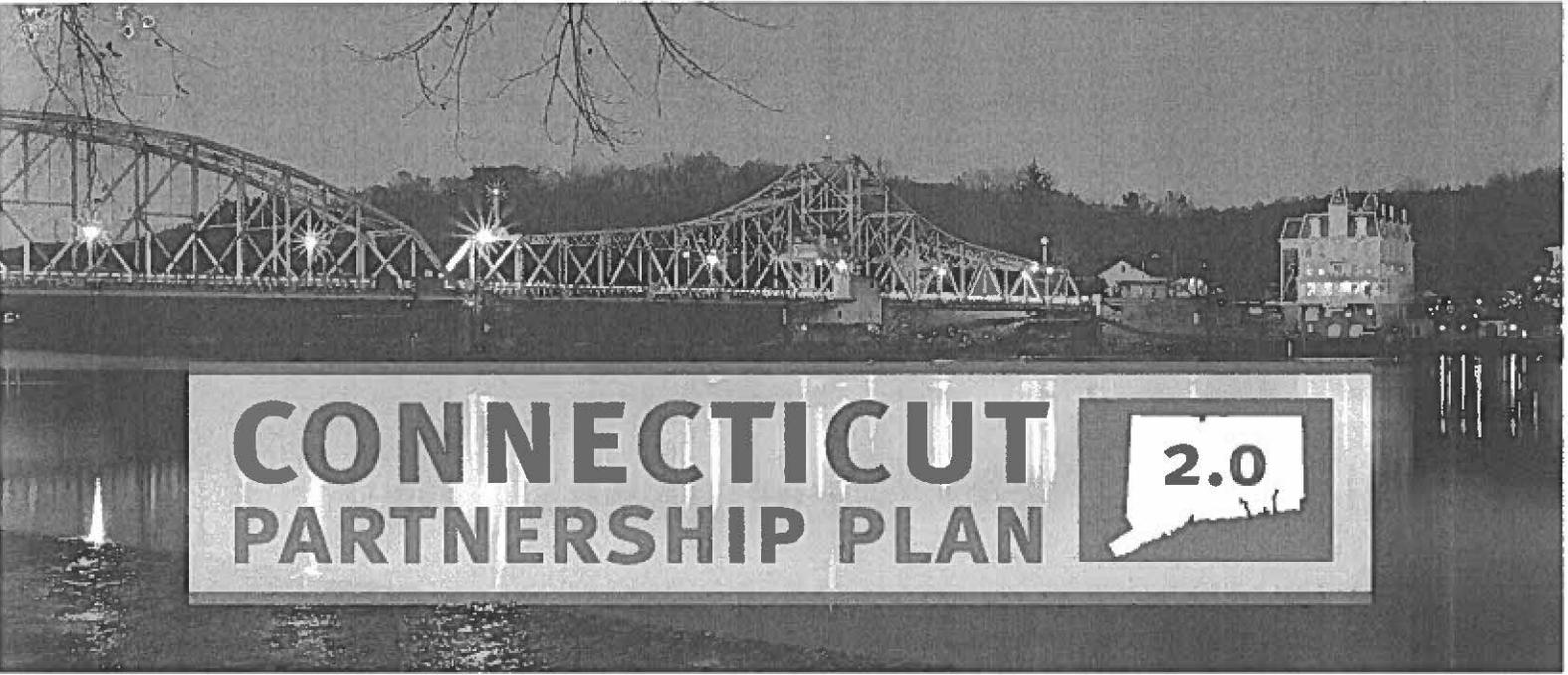


H. James Haselkamp, Jr., Dir. of LR



Richard Infante, Unit President 105

APPENDIX A
HEALTH INSURANCE SUMMARY



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

*Source: Healthcare Bluebook: healthcarebluebook.com

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

CONNECTICUT PARTNERSHIP PLAN

2.0

A MESSAGE FROM UNITEDHEALTHCARE

We are dedicated to helping people live healthier lives. *This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.*

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call®

Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford-On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

PRESCRIPTION DRUGS

Maintenance*
(31-to-90-day supply)

Non-Maintenance
(up to 30-day supply)

**HEP Chronic
Conditions**

Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year			
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

*Dental cleanings are required for all members who are participating in the Partnership Plan

**Or as recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

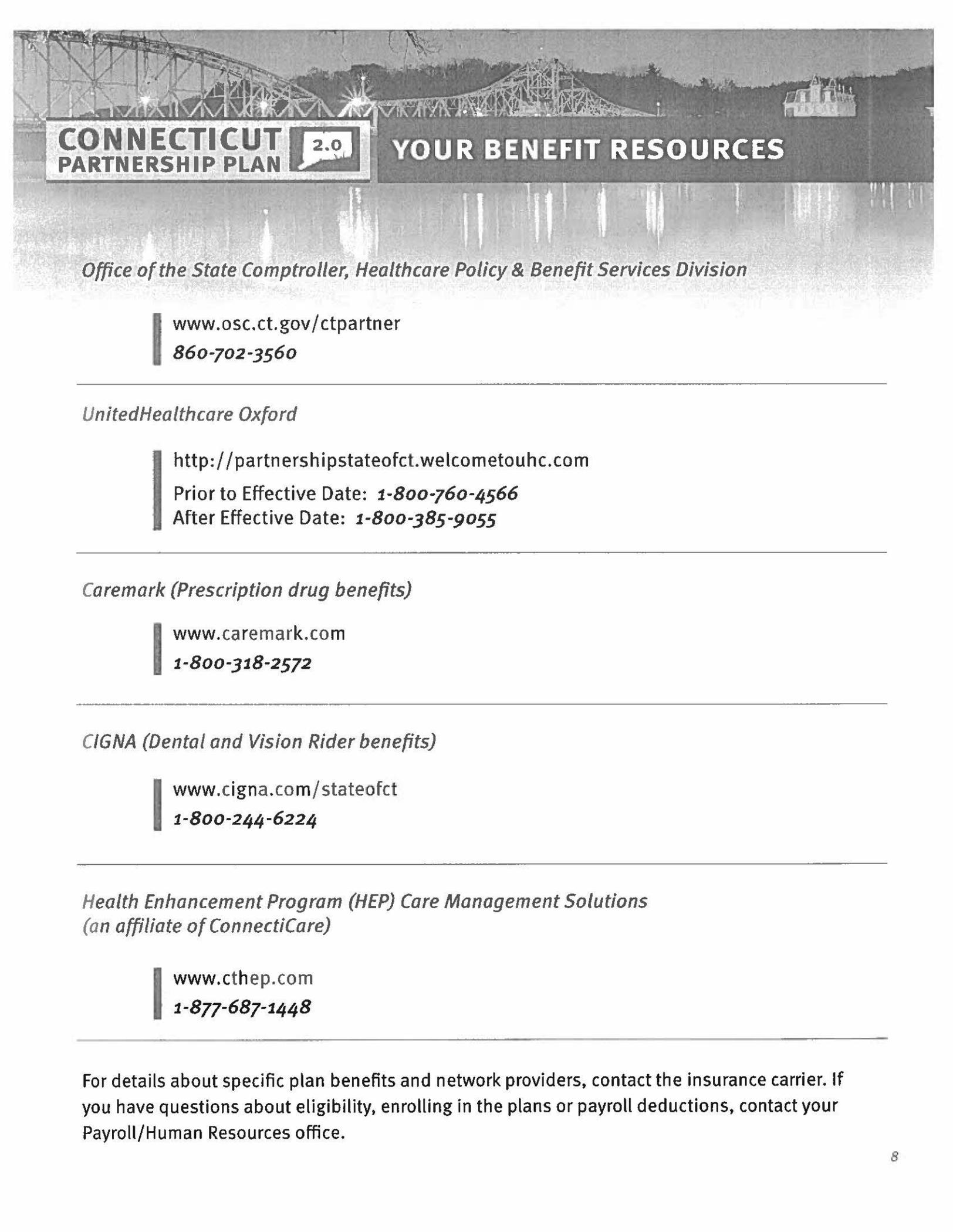
If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions
(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.



**CONNECTICUT
PARTNERSHIP PLAN**



YOUR BENEFIT RESOURCES

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner
860-702-3560

UnitedHealthcare Oxford

<http://partnershipstateofct.welcometouhc.com>
Prior to Effective Date: **1-800-760-4566**
After Effective Date: **1-800-385-9055**

Caremark (Prescription drug benefits)

www.caremark.com
1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct
1-800-244-6224

*Health Enhancement Program (HEP) Care Management Solutions
(an affiliate of ConnectiCare)*

www.cthep.com
1-877-687-1448

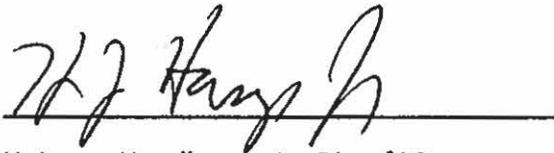
For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

Memorandum of Understanding

This Memorandum of Understanding clarifies the process for disability determinations under the Town of Trumbull Defined Benefit Plan.

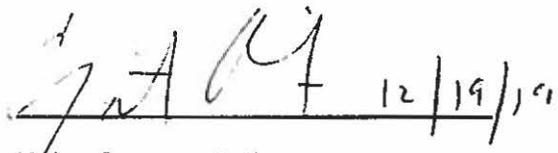
The Plan defines "Disabled Participant" as a participant who, while an Employee, becomes totally and permanently disabled for purposes of the Social Security Act and is awarded disability retirement benefits under the Social Security Act.

The parties recognize that there will be participants who are separated from employment and deemed disabled from their position who have not yet obtained a determination by Social Security. Participants in this situation need to provide the Town with evidence of their application for SSDI within sixty (60) days of separation. If a subsequent determination is made that the individual was SSDI disabled at the time of separation, then the determination will be effective retroactive to the date of separation and appropriate adjustments will be made to the pension calculation.



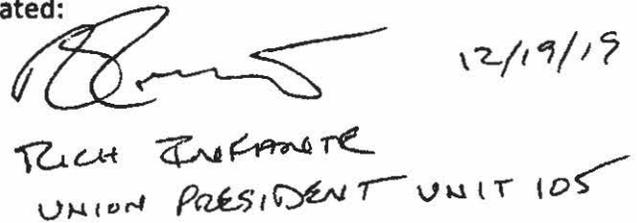
H. James Haselkamp, Jr., Dir. of LR

Dated: 12/19/19



Union Representatives

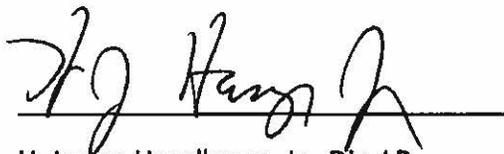
Dated:



12/19/19
RICH INFANTE
UNION PRESIDENT UNIT 105

Memorandum of Understanding

The Town and the Union agree given the nature of the DPW supervisor's positions that the requirement for a CDL is a preference and is not considered essential to the job duties for the position. As such, the loss of the CDL will not result in a determination that the employee can no longer perform the essential functions of the position with or without a reasonable accommodation.



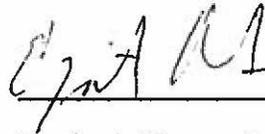
H. James Haselkamp, Jr., Dir. LR

Dated: 12/19/19



12/19/19

Richard Infante, President UNIT 105



12/19/19

Elizabeth Ditman, Esq.