

SUCCESSOR AGREEMENT
BETWEEN
THE TOWN OF LEBANON CONNECTICUT
AND
CSEA INC./SEIU, LOCAL 2001
LEBANON TOWN HALL EMPLOYEES

July 1, 2023 -- June 30, 2026

May 19, 2023
20218199v.2

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ARTICLE I RECOGNITION

Section A. The Town of Lebanon (hereinafter referred to as the Town), recognizes CSEA, Inc./SEIU, AFL-CIO, Local 2001, (hereinafter referred to as the Union) for the purpose of negotiations on behalf of the Lebanon Town Hall Employees including all employees of the Town who work in the positions of building and land use secretary, office manager, administrative assistant to the First Selectman, assistant town clerk, assistant to the assessor, planner, assessor, accounting specialist/bookkeeper, youth services librarian, and library assistant who work twenty (20) hours or more per week, (case #ME-13728, CT. State Board of Labor Relations, May 14, 1991).

ARTICLE II RIGHTS OF THE TOWN

Except as otherwise limited by an express provision of this agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out of work that is normally not performed by the Bargaining Unit or the discontinuation of services positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction of personnel, the suspension, demotion, discharge or any other appropriate action against its employees; the relief from work of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules, and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE III NO DISCRIMINATION

The parties agree that neither shall discriminate against any employee on the basis of age, race, religious creed, color, national origin, ethnicity, ancestry, mental or physical disability, sex, sexual orientation, gender identity, veteran status, lawful political activity, marital status, or any other category protected by state or federal law.

ARTICLE IV PROBATIONARY PERIOD

Newly hired employees will serve a probationary period of 6 months.

Newly hired probationary employees may be discharged or disciplined at the will of the Town during the probationary period, and no such discharge or discipline by the Town

shall be subject to the grievance procedure of the Agreement. Upon successful completion of the probationary period seniority shall be calculated from the employee's date of hire.

ARTICLE V NO STRIKE

During the term of this agreement, there will be no strikes, or refusals to render services. The Union agrees that it will not authorize, instigate, sanction or condone any such action or event. The Union, its officers and other agents shall promptly take such reasonable action to prevent the occurrence of or to stop the continuance of any actual or imminent strike or concerted refusal to render service. Such reasonable action shall include notification to all employees.

ARTICLE VI UNION BULLETIN BOARD

There will be space available on existing bulletin board for the purpose of displaying notices, circulars, and other Union materials. The bulletin board shall not be used for posting any disparaging materials.

ARTICLE VII UNION MEETING ON TOWN PROPERTY

Upon approval of the First Selectman, after request of at least twenty-four (24) hours in advance, the Union may call meetings before or after working hours, providing such meetings do not conflict with other scheduled Town activities or programs. No request will be denied unless it conflicts with Town activities or programs.

ARTICLE VIII SENIORITY

Section A. The First Selectman shall prepare a list of all employees covered by this Agreement showing their seniority in length of service and deliver same to the Union on July 1st of each year. Such seniority shall be calculated according to the length of continuous service with the Town as of the anniversary date of employment.

ARTICLE IX HOLIDAYS

Employees will be entitled to paid holidays noted below:

Recognized holidays.

- | | |
|---------------------------|---------------------------|
| 1. Labor Day | 8. Martin Luther King Day |
| 2. Columbus Day | 9. President's Day |
| 3. Veteran's Day | 10. Memorial Day |
| 4. Thanksgiving Day | 11. Good Friday |
| 5. Day after Thanksgiving | 12. Independence Day |
| 6. Christmas Day | |
| 7. New Year's Day | |

1. Whenever any of the above holidays occurs while the employee is out on sick leave, there shall be no charge for sick leave on that day.
2. Nothing in this Agreement shall in any way abridge the Town's right to schedule employees to work on a recognized holiday.
3. If an employee works on a scheduled holiday, he/she shall receive double-time for all hours worked, only if ordered by the First Selectman.
4.
 - a. When a holiday falls on a Sunday, the following Monday shall be considered the holiday.
 - b. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday.
5. When a holiday falls on a day when the Town Hall or Library is normally closed, the affected employees will be permitted to take the holiday as a floating holiday within two (2) weeks after the occurrence of the holiday. However, this provision does not apply to either Good Friday or the Friday after Thanksgiving, and the Youth Services Librarian and the Library Assistant will not be permitted to take a floating holiday for those two holidays.

ARTICLE X VACATIONS

Section A - For the purpose of computing paid vacation time, the anniversary date of hire shall be used. Employees will not be eligible to use vacation time until completing six (6) months of service. However, if an employee requests to take vacation during this period, the Board of Selectman may approve such request, so long as the vacation

leave does not interfere with the Town's operations. The Board of Selectman's decision in this regard will not be arbitrary, capricious, or discriminatory.

Vacation days for employees shall accrue at the rate of one (1) day per month, and after ten (10) years of service, employees shall accrue vacation days at the rate of one and one-half (1½) days per month. On each anniversary date of hire, accrued vacation time in excess of fifteen (15) days shall be forfeited unless prior approval has been received from the First Selectman.

B. Vacation time may be paid in advance to the employee if the request is made fourteen (14) days prior to the vacation. Requests shall be made to the First Selectman.

C. Vacation shall accrue during the following:

1. Non-voluntary Jury duty
2. Military Service or Reserve obligation.

D. Requests for vacation leave shall be made two (2) weeks in advance where possible.

E. Employees will be allowed to take vacation leave in minimum increments of two (2) hours providing that the employee gives at least one (1) day advance notice with permission of the First Selectman for unanticipated vacation leave requests where two (2) weeks' notice is not possible.

F. Consideration for vacation time will be based on seniority. The First Selectman may deny vacation leave requests where necessary due to the operational needs of the Town.

G. Vacation time will not accrue during unpaid leaves of absence.

H. Accumulated vacation time up to fifteen (15) days will be paid to the employee at the time of separation of employment, provided that the employee is in good standing at the time of separation.

I. Sick leave will be granted by the First Selectman during an employee's vacation when satisfactory medical proof is provided.

ARTICLE XI LEAVE PROVISIONS

Sick Leave

1. Employees will accumulate sick leave at the rate of one day per month. Probationary employees will be credited with accumulated sick leave after successful completion of the probationary period.

2. Sick leave shall not accrue during a leave of absence or during leave time under workers compensation.
3. Employees may use sick leave when incapacitated from performing work due to illness or injury or for scheduled medical or dental appointments and may take sick leave in increments of one (1) hour.
4. Any employee, after completing the six months probationary period, terminating employment with the Town, will be entitled to a \$20.00 per day compensation for every sick day accumulated to a maximum of \$1,000.00. In order to receive compensation for accumulated sick days, the employee must be in good standing at the time of separation.
5.
 - a. An employee out and intending to use sick leave will notify the First Selectman of the fact and the reason before the beginning of the regularly scheduled shift if possible. Failure to do so will be cause for denial of sick leave for this period.
 - b. Subject to the discretion of the First Selectman, a physician's certificate may be required for sick leave in excess of three (3) consecutive days. However, if the First Selectman feels an employee has been abusing sick leave by requesting such leave without justification, he/she may require such a certificate for future sick leave of any duration. The First Selectman shall so notify the employee in writing, with a copy to the Union, stating in his/her letter the reasons for the requirement. After a period of ninety (90) days, if there are no further absences, the requirement shall cease and the First Selectman shall notify the employee and the Union in writing of termination of requirement.

Jury Duty

If an employee is called to Jury duty, the Town will follow the applicable state and/or federal laws related to the payment of wages while serving as a juror.

Bereavement Leave

Employees are entitled up to three (3) days leave for the purpose of attending a funeral in cases of death in the immediate family. Immediate family is defined as: parents, spouse, child, step-child, sibling, grandchildren and grandparents. One (1) day leave will be granted for in-laws.

Extension of such leave may be granted at the discretion of the First Selectman.

Unpaid Personal Leave

Employees may be granted leave without pay at the discretion of the First Selectman. Fringe benefits may be continued during such leave at the employee's expense.

Maternity Leave

Maternity leave shall be granted in accordance with Section 46a-60(a), (b)(7), and(d) (1) of the Connecticut General Statutes. Disability due to pregnancy or childbirth shall be treated on the same terms and conditions as other temporary disabilities.

ARTICLE XII INSURANCE BENEFITS

A. The following coverage will be maintained by the Town for all full time employees (normal hours of work not less than 28 hours per week) and dependents:

1. The United Healthcare Block Option A summary of the Block Option plan is available in the Town's Finance Office.

2. Employees will be required to pay the following co-share costs of their health plan and dental and vision plan:

<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
18.5%	18.5%	18.5%

3. Anthem Blue Cross/Blue Shield Full Service Dental Plan, with Riders A and D.

4. Anthem Vision Rider.

B. The Town may change insurance carriers for the benefit set forth above providing the benefit are equal.

C. Term Life: The Town shall maintain a Life Insurance policy for employees only. The Policy shall provide a benefit of \$50,000.00 for the death of an employee. The Town will also provide an Accidental Death and Dismemberment benefit for employees only.

D. Employees may elect to waive, in writing, the health insurance coverage provided above, and in lieu thereof may receive an annual payment of \$1,500 for waiver of single coverage or \$3,000 for waiver of double or family coverage. Such payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must show proof of other insurance coverage and must complete and submit a form provided by the Town indicating his/her intent not to participate in the Town's insurance coverage, no later than June 1st of each year. Such employees may elect to resume Town provided health insurance coverage upon written notice to the Town. Upon receipt of such notice, insurance shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a

pro-rated portion of the waiver stipend provided under this section. An employee is not eligible for the foregoing payments if his/her spouse or relative participates in a Town health insurance plan.

ARTICLE XIII GRIEVANCE PROCEDURE

Purposes and Definitions

The purpose of this procedure is to grant recognition to the mutual obligation of the Town and the Union to achieve amicable and expeditious solutions to problems which may arise regarding the interpretation or application of the express provisions of this contract. This procedure is intended to secure, at the lowest possible level of the employee-employer relationship, equitable solutions to such problems.

Accordingly, the Town and the Union agree that during the life of this contract all grievances between them shall be settled in accordance with the provisions of this grievance procedure. However, nothing herein shall be construed to prevent any individual employee from (a) informally discussing a complaint with his or her immediate superior or (b) processing a grievance in his/her own behalf in accordance with the grievance procedure hereinafter set forth, excluding arbitration.

A grievance shall mean a complaint by an office employee or group of office employees that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

Days, except where otherwise indicated, shall mean work days.

Time Limits - Any time limit specified within this Article may be extended by written mutual agreement of the Union and the Town provided that, if a grievance is not submitted to a higher step in the procedure, it shall be deemed settled on the basis of the answer in the last step considered, and if there is not an answer within the time limit specified, the grievance shall be deemed to have been denied.

PROCEDURE

Informal - If an Union member(s) feels that he/she/they may have a grievance, the matter shall first be discussed with the immediate supervisor in an effort to resolve the problem informally. A Union representative may be present if so requested by the grievant.

FORMAL PROCEDURE

Step One - Within ten (10) days of the date of the occurrence giving rise to the grievance or within ten (10) days of the date the employee knew or reasonably should have known of the occurrence which gave rise to the grievance, the employee will

deliver to the immediate supervisor a written grievance, on the form provided. The grievance shall contain the details of the grievance, the section of the contract violated, if any, and the remedy requested. The immediate supervisor shall answer the grievance in writing within five (5) days after she/he receives it. Prior to answering the grievance, the immediate supervisor shall meet the grievant, and an Union representative if the grievant so desires, to discuss the grievance.

If no immediate supervisor exists, the grievant shall submit the grievance at Step 2.

Step Two - If the grievance is not satisfactorily resolved at Step One, then it may, within ten (10) days of receipt of the step one decision (or within ten (10) days of the deadline for the submission of the step one decision), be submitted to the First Selectman. Within ten (10) days of the receipt of such request, the First Selectman or his/her designated representative will meet with the grievant and an Union representative, if requested by the aggrieved.

The First Selectman or his/her designated representative shall, within ten (10) days after the meeting, render a decision in writing to the employee with a copy to the Union.

Step Three Arbitration

In the event the grievance is not resolved at Step two, the Union may, within five (5) days after the decision (or within five (5) days of the deadline for the submission of the step two decision), submit the grievance to the Connecticut State Board of Mediation and Arbitration for final and binding arbitration in accordance with all rules and regulations regarding Arbitration procedure. The arbitrator shall be empowered herein to decide only those grievances based upon an alleged violation and/or misinterpretation of the specific terms of this Agreement.

The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement.

The cost of arbitration hearings shall be borne equally by the Town of Lebanon and the Union.

ARTICLE XIV SELECTION AND APPOINTMENT

Section A. Consistent with the Town of Lebanon Charter, the First Selectman or his/her designee shall be responsible for the selection, employment, assignment, transfer, discipline, and dismissal of all persons covered by this Agreement.

ARTICLE XV
RESIGNATIONS

Section A. Written notice of resignation should be filed with the First Selectman at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.

Section B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of work.

Section C. In addition, the employee shall be paid for any vacation time which is due at the date of termination but which has not been taken.

ARTICLE XVI
DISMISSAL

All disciplinary action shall be for just cause. Such discipline may include documented verbal warning, written warning, suspension or dismissal. A progressive disciplinary policy will be followed unless the subject violation is of such a nature as to warrant more severe disciplinary action.

ARTICLE XVII
LAYOFF AND RECALL RIGHTS

In the event that layoffs within a classification become necessary, part time employees within a classification shall be laid off before full-time employees. Layoffs of full-time employees shall be determined by seniority, as defined below, beginning with the least senior employee in the classification subject to the layoff.

In the event of layoffs, no full-time position shall be filled with a part-time employee.

Laid off full-time employees shall have recall rights for a period of one complete year from the date of layoff. An employee who refuses recall shall lose all further recall rights.

For the purpose of this Article, seniority shall be defined as an employee's total years of service, in any position or classification, with the Town of Lebanon.

ARTICLE XVIII
SEVERE WEATHER CONDITIONS

On days when Town Hall is closed due to inclement weather, employees are not to report to work unless requested by the First Selectman or his/her designee. If Town Hall is subject to a delayed opening, employees shall report to work at the time of the delayed opening, and are not to report to work prior to this time unless requested by the

First Selectman or his/her designee. During such times where Town Hall is closed or is subject to a delayed opening, employees shall be paid for the time not worked due to the closing or the delayed opening. If Town Hall is open and an employee is unable to report to work due to inclement weather, the employee may use available leave in order to cover his/her absence.

The First Selectman or his/her designee shall be the only person with authority to close Town Hall or its offices. Employees are expected to report to or remain at work unless directed otherwise by the First Selectman.

ARTICLE XIX TRAVEL COMPENSATION

Employees who are requested by their supervisor to use a privately owned automobile for traveling while conducting Town business shall be reimbursed once a month for mileage driven at the IRS rate. Written requests for reimbursement must be filed within two months of the occurrence and be signed by the immediate supervisor if one exists.

ARTICLE XX SEVERABILITY

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

ARTICLE XXI DURATION OF CONTRACT

The provisions of this agreement shall be effective as of July 1, 2023, and shall continue and remain in full force and effect until June 30, 2026.

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Town and Union, which amendment shall be appended hereto and become apart hereof.

ARTICLE XXII DUES DEDUCTION

Section A. Each employee shall have, and be protected in the exercise of, the right to join and remain as a member of, and the right to refuse to join or become a member of, the Union, free from interference, restraint or coercion.

Section B. Upon receipt of an individual written voluntary authorization from an employee, the Town agrees to deduct dues monthly from earned wages and remit promptly to the Union not later than the last day of each month. The Town further agrees to provide the names, addresses, and telephone numbers of all bargaining unit members and a list of all new employees. Should an employee revoke such authorization at any time, the Town will immediately cease all deductions.

Section C. The Union agrees to indemnify and save the Town harmless from financial loss or expense, including legal fees and costs, if any, arising out of any and all claims, demands, liabilities, suits or judgments by reason of implementation of this Article, whether such financial loss or expense results from judicial, administrative, arbitral settlement or other proceedings.

Section D. For purposes of contact with the Union regarding bargaining unit issues, the Union agrees to identify one Union member as the bargaining unit Steward.

ARTICLE XXIII PENSION

1. Employees must participate in the Town's pension plan, (CMERF B), in accordance with the plans regulations.

ARTICLE XXIV HOURS OF WORK AND OVERTIME

1. Overtime will be paid at the rate of one and one-half times the regular hourly rate for all hours worked over forty (40) per week. The rate of time and one-half will be paid for any work done on Sunday. Double time will be paid for any work done on a holiday if ordered by the First Selectman.

2. The work week shall consist of four (4) days, thirty-five (35) hours per week: exception: Town Planner and Office Manager four (4) days, forty (40) hours per week; Youth Services Librarian and Library Assistant thirty two (32) hours per week. Employees may work more than 35 hours per week upon approval or request from their supervisor. Employees who work between 35 and 40 hours in a week will be paid their regular hourly wage for those hours.

SALARY SCHEDULES

The following wage schedules shall apply to the bargaining unit. Step increases become effective on the first day of the next pay period following the employee's anniversary date.

2023-2026 Salary Schedule

Town Planner					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$39.40	\$43.33	\$44.20	\$45.08	
7/1/2024	\$40.39	\$44.41	\$45.31	\$46.21	
7/1/2025	\$41.40	\$45.52	\$46.44	\$47.37	
Accounting Specialist/ Bookkeeper					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$24.08	\$26.48	\$27.00	\$27.54	
7/1/2024	\$24.68	\$27.14	\$27.68	\$28.23	
7/1/2025	\$25.30	\$27.82	\$28.37	\$28.94	
Land Use Secretary					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$21.49	\$23.63	\$24.10	\$24.59	
7/1/2024	\$22.03	\$24.22	\$24.70	\$25.20	
7/1/2025	\$22.58	\$24.83	\$25.32	\$25.83	
Assessor					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$41.35	\$43.52	\$44.38	\$45.26	
7/1/2024	\$42.38	\$44.61	\$45.49	\$46.39	
7/1/2025	\$43.44	\$45.73	\$46.63	\$47.55	
Assistant Town Clerk					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$21.48	\$23.62	\$24.09	\$24.57	
7/1/2024	\$22.02	\$24.21	\$24.69	\$25.18	
7/1/2025	\$22.57	\$24.82	\$25.31	\$25.81	

Office Manager					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$25.75	\$28.32	\$28.89	\$29.47	
7/1/2024	\$26.39	\$29.03	\$29.61	\$30.21	
7/1/2025	\$27.05	\$29.76	\$30.35	\$30.97	
Administrative Assistant To Selectman					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$21.49	\$25.78	\$26.29	\$26.82	
7/1/2024	\$22.03	\$26.42	\$26.95	\$27.49	
7/1/2025	\$22.58	\$27.08	\$27.62	\$28.18	
Library Assistant					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$18.73	\$20.60	\$21.01	\$21.42	
7/1/2024	\$19.20	\$21.12	\$21.54	\$21.96	
7/1/2025	\$19.68	\$21.65	\$22.08	\$22.51	
Youth Services Librarian					
	New Hire	6 months	3 years	8 years	
7/1/2023	\$24.19	\$26.61	\$27.14	\$27.68	
7/1/2024	\$24.79	\$27.28	\$27.82	\$28.37	
7/1/2025	\$25.41	\$27.96	\$28.52	\$29.08	

Terms of Agreement

This agreement shall remain in full force and effect for a period from the 1st day of July 2023 through the 30th day of June 2026.


In witness whereof, the parties hereto have set their hands this 2 day of June 2023 2023.


For the Town



First Selectman - Kevin Cwikla

For the Union



Staff Representative - Julius Preston


Chapter President - Maggie Gaier