

AGREEMENT

between

TOWN OF MORRIS

and

**LOCAL 1303-105 OF COUNCIL #4
AFSCME, AFL-CIO**

JULY 1, 2015 THROUGH JUNE 30, 2019

Final as of August 26, 2015

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AGREEMENT
between
TOWN OF MORRIS
and
MUNICIPAL EMPLOYEES
LOCAL 1303-105 OF COUNCIL #4
AFSCME, AFL-CIO

PREAMBLE

The following contract, by and between respectively, the Town of Morris, Connecticut, hereinafter referred to as the "Town", and Municipal Employees Local 1303-105 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, excluding supervisors employed by the Town of Morris, Connecticut, hereinafter referred to as the "Union" is designed to maintain, promote harmonious relations between the Town and such of its employees as may be covered by this contract, to the end that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

Section 1.0

A. The Town recognizes the Union as the representative for the purposes of collection bargaining for all full time and regular part time Highway Department employees, including Transfer Station employees, regularly scheduled to work or average fifteen (15) hours or more per week, including Working Foreman and Assistant Foreman, and for all full time and regular part time employees of Town Hall regularly scheduled to work or average fifteen (15) hours or more per week, including the Assessor, Assessor Clerk, Senior Center Director, Fiscal Clerk, Working Library Director, Assistant Town Clerk, Administrative Assistant, Beach and Recreation Director, Library Staff, Zoning Enforcement Officer, Animal Control Officer, and the Interim Town Clerk for the duration of her appointment, but excluding supervisors as defined in the Act employed by the Town of Morris, Connecticut, and that said Union is the exclusive bargaining representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.0

Except as herein otherwise provided, the rights, power and authority held by the Town and any of its Departments or Boards pursuant to any Charter, general or special statute, ordinance, relation, or other lawful provision, over matters involving the municipality, shall remain vested solely and exclusively in the Town.

ARTICLE III

UNION SECURITY

Section 3.0

The Town agrees to deduct monthly dues or service fees as specified by the Secretary of the Union, from the wages of all Town employees covered by this Agreement; provided however, that the Town has been duly authorized in writing by the employees to make such deduction.

Section 3.1

The deduction for any month shall be made during the first pay period of each month and shall be remitted to the Financial Officer of the Union not later than the last day of said month.

Section 3.2

The monthly remittance of dues or service fees to the Union will be accompanied by a list of names of employees from whose wages dues or service fees deductions have been made.

Section 3.3

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town for the purpose of complying with the dues deduction provisions of this Article.

Section 3.4

All employees, except temporary employees, who may be employed for not more than thirty (30) days in the Collective Bargaining Unit, shall as a condition of employment, thirty (30) days from the effective date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the Constitution and by-laws of the Union, or from those same dates elect to pay a service fee, during the term of the Agreement or any extension thereof. The Highway Department shall consist of four (4) full time employees working 40 hours a week.

Section 3.5

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operations of the Town during the life of this Agreement.

Section 3.6

The Town will place one (1) bulletin board at the Town garage, and at the Town Hall for the exclusive use of the Union.

Section 3.7

The Union will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

ARTICLE IV **SENIORITY**

Section 4.0

Seniority is defined as the length of service of the employee from the last date of employment by the Town.

Section 4.1

The Town will maintain a seniority list, which shall be revised as of July 1st of each year and a copy furnished to the Union no later than August 1st. Any claims for correction of such list must be made within thirty (30) working days after a copy is given to the Union, otherwise the list shall be deemed correct.

Section 4.2

No employee shall attain seniority rights under this Agreement until the employee has completed sixty (60) working days in the Department for which employed. During such period the employee shall be subject to all other clauses of this Agreement but shall be on probation and may be discharged by the Town without recourse to the grievance and arbitration provision of this Agreement except in cases of discrimination as set forth in Section 14. 1. upon completion of the probationary period, the employee's seniority shall date back to the time the employee started work with the Town.

Section 4.3

All vacancies and new positions shall be posted for a period of five (5) working days and open to bid without exception, prior to advertisement in a daily newspaper. Copies of the job and bid, a list of persons bidding for the job, and the appointment of the person to the job, shall be sent to the Union President promptly at the end of the job posting period.

Section 4.4

All vacancies and/or new positions that the Town decides to fill, shall be filled within thirty (30) days from the date of an employee vacating a position or of the establishment of such new positions.

Section 4.5

When a vacancy exists or a new position is created, and the position or vacancy is to be filled, the employee with the highest seniority within classification, who is qualified, shall be given the first opportunity to fill the vacancy with a minimum period of training. If [s/]he refuses, or is not qualified, the next qualified employee with the highest seniority within classification shall be offered the position. The Town shall determine qualifications provided they are reasonably related to the job and are not used to exclude bargaining unit members. For purposes of this section, there are two classifications, Highway and Town Hall.

Section 4.6

When an employee is retained in a vacancy or new position for a period of thirty (30) working days, then he shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he shall return to his former position.

Section 4.7

When a layoff takes place within the bargaining unit those with the least seniority within the applicable classification shall be laid off first. Further reductions in personnel within the classification shall be made in accordance with length of service in the bargaining unit provided the senior employee can perform the duties of the position at the time the reduction occurs. Employees subject to layoff shall be allocated to other positions in the Department, within classification, by seniority providing (1) an opening or vacancy exists, (2) the employee can qualify for the position.

Section 4.8

The President of the Union shall have super seniority in the event of a layoff.

Section 4.9

In the event of an increase of work force, employees on layoff shall be returned to work within their classification in order of their seniority provided the senior employee can perform the duties of the position at that time. Recall shall be for a period of one year.

Section 4.10

An employee shall lose seniority status:

- A. If he quits voluntarily;
- B. If he is discharged for just cause;
- C. If he is absent, except in the case of layoff, for three (3) consecutive working days without notifying the Town, unless he furnishes to the First Selectman an adequate reason for failure to return;
- D. If he is absent from work for a period of six (6) months due to a voluntary unpaid leave of absence.
- E. Layoff for more than twelve (12) months.

ARTICLE V

HOURS OR WORK, OVERTIME AND HOLIDAY PREMIUM PAY

Section 5.0

The regular work day and work week for Highway bargaining unit employees shall be eight (8) hours a day. 7:00 a.m. to 3:00 p.m. with a thirty (30) minute paid lunch period at 12:00 noon for five (5) consecutive days a week, Monday through Friday, forty (40) hours per week. There shall be two (2) ten (10) minute coffee breaks daily, one in the morning and one in the afternoon.

- A. The regular work day and work week for the Transfer Station/Recycling Center Working Foreman shall be eight (8) hours a day as follows:

Yearly Schedule:

Wednesday	8:00 a.m. to 4:30 p.m.
Thursday	7:00 a.m. to 3:30 p.m.
Friday	8:00 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 4:30 p.m.
Sunday	7:00 a.m. to 3:30 p.m.

The above work days shall include a thirty (30) minute unpaid lunch period at 12:00 Noon and two (2) ten (10) minute coffee breaks daily, one in the morning and one in the afternoon.

The Town has the option to change the work week as needed.
Summer hours for Highway employees shall commence at 6:30 a.m.

B. When hot weather is predicted during the work day, 85° (F) or higher, the work schedule may be changed for Highway employees upon request of the Working Foreman and approval of the First Selectman, or his designee, to start the work day at 6:00 a.m., for specific projects and for specific periods of time. When the starting time is changed, the end of the work day shall be similarly adjusted with the exception of approved overtime.

C. The regular work day and work week for all union employees who are employed at the town hall, excluding the highway department, transfer station and library shall be as follows:

Monday through Thursday, 8:30 a.m. to 12:30 p.m.; 1:00 p.m. to 4:00 p.m.
Friday, 8:30 a.m. to 12:00 p.m.

1. Administrative Assistant – flex time consisting of 32.5 hours per week, hourly.
2. Beach and Recreation Director – flex time, consisting of 40 hours per week, salaried.
3. Interim Town Clerk – flex time, consisting of 30 hours per week, salaried.
4. Assessor – flex time, consisting of 15 hours per week, salaried.
5. Assessor Clerk – flex time, consisting of 15 hours per week, hourly.
6. Assistant Town Clerk or Clerks, flex time, consisting of a total of 30 hours per week, hourly.
7. Senior Center Director – flex time, consisting of 25 hours per week, four (4) days per week, 6.25 hours per day, 10: a.m. to 4:15 p.m. each day, hourly.
8. Working Library Director – flex time, consisting of 30 hours per week, salaried.
9. Library Staff – flex time, consisting of 15 hours per week or more per employee, at the discretion of the Library Director, hourly.
10. Fiscal Clerk – flex time, consisting of 20 hours per week, hourly.
11. Zoning Enforcement Officer – flex time, consisting of 20 hours per week, hourly.
12. Animal Control Officer – flex time, consisting of 20 hours per week or more, hourly.
13. Transfer Station Laborer(s) – flex time, consisting of an average of 20 hours per week or more per employee, hourly.

All union employees under this contract are entitled to a 10 minute break in the morning and afternoon of their normal work day.

Section 5.1

Time and one-half shall be paid as follows:

- A. For all work performed by an hourly employee, who regularly works hours 40 hours per week, in excess of his regular work day, and for all work performed by an hourly employee in excess of 40 hours work week.
- B. For all work performed on unscheduled Saturdays by an hourly employee regularly working 40 hours per week.

Section 5.2

Double time shall be paid as follows:

- A. For all work performed on Sunday by highway employees regularly working 40 hours per week.
- B. For all work performed on Holidays listed in Article VIII, Section 8.0, plus regular holiday pay.

Section 5.3

Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.

Section 5.4

Any Highway Department employee called in to work outside regularly scheduled working hours shall be guaranteed a minimum of three (3) hours at one and one-half (1-1/2) times or double, whichever is applicable, the regular hourly rate, provided however, that hours worked immediately following the end of the regular work day, shall not be regarded as call-in and the three (3) hour call-in provision will not apply. Time shall be measured from the time of the call. Notwithstanding the above, all time in attending Town meetings for job related work shall be paid for in actual hours.

Section 5.5

Employees working on snow and ice control shall be relieved from duty with pay for three (3) hours or the balance of that shift, after having worked a storm which commenced during a

regular shift and continued not later than 12:00 noon of the following day weather permitting, as determined by the First Selectman or his/her designated agent.

Section 5.6

Employees working 30 or more hours per week who are assigned to work in a higher classification will be paid at the rate in the salary schedule for the higher classification for time worked in the higher classification.

Section 5.7

For the purpose of overtime distribution and equalization within the Highway Department:

- A. If an employee refuses the offer of overtime work, the employee will be charged with the overtime as if the employee had worked.
- B. If an employee is unavailable or cannot be reached for an emergency or call-in, the employee shall be charged with the overtime as if the employee had worked.
- C. Overtime distribution shall be tracked on a quarterly basis, and must be equalized within twelve hours, at the end of the fiscal year. The hours of overtime worked shall be charged as straight time hours for the purposes of tracking only. Any employee not reasonable equalized may be compensated at the employee's overtime hourly rate for the number of hours required to be equalized, beyond twelve, at the end of the fiscal year.

ARTICLE VI **LEAVE PROVISIONS**

Section 6.0

Each full-time employee, which shall be deemed to be an employee working or averaging 30 hours or more per week, shall receive leave of absence with full pay for sickness at the rate of fifteen (15) days per year, with maximum accumulation not to exceed one hundred fifty (150) days. Each employee working or averaging 20 hours or more per week and less than 30, shall receive leave of absence with full pay for sickness at the rate of ten (10) days per year, with maximum accumulation not to exceed one hundred fifty (150) days.

Each employee shall be notified of accumulated sick and vacation leave by letter during the month of July of each year.

Section 6.1

Three (3) personal days shall be provided annually to full-time employees, and two (2) personal days shall be provided annually to employees working or averaging fifteen (15) or more hours

per week and less than thirty (30) provided that the employee's Immediate Supervisor and the First Selectman or his/her designee is notified on a form provided by the First Selectman's office.

Personal days shall not accumulate from year to year.

Section 6.2

Paid sick leave for any day will be allowed only if an employee reports such absence to his or her Immediate Supervisor not later than 9:30 a.m. that day. Extenuating circumstances will be taken into consideration.

Section 6.3

Paid sick leave in excess of four (4) consecutive working days shall be approved only upon submission of a medical certificate to the First Selectman, or his/her designee, if requested. However, the First Selectman, or his/her designee, may require a medical certificate to substantiate any absence if a pattern exists. Failure to provide the appropriate medical certificate may result in disciplinary action.

Section 6.4

Paid sick leave in excess of the amount stipulated herein may be granted by the First Selectman, or his/her designee, who shall be presented with a complete statement as to the reason and necessity for such extension; provided, however, that sick leave may be extended beyond the time earned up to a limit of ten (10) working days with pay provided that the employee, upon return to work, pays this back at the rate of one-half (1/2) day per month and further provided that such employee has not less than five (5) years of service. Sick leave in excess of the amount earned will not become effective until the employee has exhausted all other time due.

Section 6.5

In the event of death in the employee's immediate family or the immediate family of his/her spouse, the employee shall be granted a minimum of three (3) days and may request up to five (5) regular work days absence without loss of pay to attend the funeral. Three of the five working days are not to be deducted from the employee's sick leave account. Immediate family for purpose of this clause is defined as: parents, grandparents, spouse, brother, sister, child or grandchild, and also any relation who is domiciled in the employee's household.

Section 6.6

- A. An employee, upon retirement or termination shall receive, on the basis of current wages, one-half compensation for any unused accumulated sick leave, provided, however, this shall not apply to a termination for cause.

- B. Upon the death of an employee, his/her spouse, if any, or the employee's legal representative shall receive, on the basis of current wages, one-half compensation for any unused accumulated sick leave.

Section 6.7

An employee absent from work because of any injury or incapacity entitling the employee to compensation under the Worker's Compensation Act, will be paid his/her full weekly salary , for a period of one (1) year.

Upon receipt of his/her Workers Compensation benefit check(s), the employee shall submit same to the Town.

Section 6.8

Any employee who is a member of the National Guard or Naval Militia or the Military or Naval Forces of the United States who is required to undergo field training therein, shall be entitled to leave of absence for the period of any such field training not to exceed two weeks per fiscal year. A statement from military authorities evidencing such attendance shall be required by the Town.

Section 6.9

When the serious illness of a member of the employee's immediate family requires the employee's personal attendance; up to five (5) working days chargeable to sick leave shall be granted by the First Selectman or his/her designee. The serious illness must be verified by the submission of a medical certificate.

Section 6.10

Authorized Union Functions: One (1) Union Officer shall be granted leave with pay, not to exceed five (5) working days per year, to attend officially sponsored conferences or conventions. Prior notification of such leave of absence must be given to the First Selectman, or his/her designee.

Section 6.11

Employees summoned to jury duty will be paid the difference, if any, between the pay for jury service and their regular day's pay, provided that the employee notifies the First Selectman, or his/her designee, at the time of receipt of summons, furnishes proof of jury service and any payment received, and reports back -for work on any day or portion thereof when the jury is not in session.

Section 6.12

- A. A personal leave of absence shall be granted to an employee who so requests. Said leave is without pay and shall be granted up to thirty (30) calendar days upon written request to the First Selectman, which request shall not be unreasonably denied.
- B. An employee on leave shall not lose benefits as specified in the Agreement.

ARTICLE VII **VACATIONS**

Section 7.0

Effective July 1, 2005 all employees who have completed the required years of continuous service set forth below shall be entitled to vacation with pay as follows:

- A. Six (6) months but less than one (1) year: five (5) working days.
- B. One (1) year but less than five (5): ten (10) working days.
- C. Five (5) years but less than fifteen (15); fifteen (15) working days.
- D. Fifteen (15) years or more: Twenty (20) working days.
- E. Twenty (20) Years or more: One (1) additional day for each year of service to a maximum of twenty-five (25) working days.

Provided, however, that a day of vacation (sick or personal leave), for each employee shall equal in hours his or her average work day.

Years of service for purposes of this provision shall mean years of continuous service with the Town in a position averaging fifteen (15) or more hours per week.

Vacation may be taken on a day-to-day basis.

Section 7.01

Employees' vacation entitlements will continue to be based on past practice.

Section 7.1

The vacation period will be set by mutual agreement prior to its start between the First Selectman as recommended by the employee's Supervisor and the Employee. Vacation periods of five

days or more must be agreed upon at least seven (7) days in advance. Vacation requests will be submitted on the approved form.

Section 7.2

- A. Any accrued pro-rata vacation pay due an employee at the time of termination shall be paid.
- B. In the event of the death of an employee, the employee's legal representatives shall receive any accrued pro-rata vacation pay.

Section 7.3

When a holiday as specified in Article VIII occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time, and the employee shall be entitled to an additional day off on a date subject to a time mutually agreeable to the employee's Supervisor, First Selectman, or his/her designee, and the employee. The employee may at his option receive a day's pay in lieu of an additional day off.

Section 7.4

- A. An employee may carry over, up to ten (10) days of accrued vacation time from one year to the next at which time it must be taken, provided he provides written notice to the First Selectman.
- B. Vacations shall not be granted between November 1 through April 1 for the Highway Department employees, unless approved by the Working Foreman and the First Selectman or his/her designee. And they can also be taken on a day to day basis with the approval of the Working Foreman and the First Selectman or his designee.

Section 7.5

Subject to the demands of service, as determined by the First Selectman or his/her designee, employees shall be granted their vacations by seniority preference, on a year-round basis, pursuant to Section 7.4 (B).

Section 7.6

Vacation pay shall be issued in the pay period immediately prior to the scheduled vacation, provided the vacation has been approved in sufficient time to allow for such administrative processing.

ARTICLE VIII **HOLIDAYS**

Section 8.0

The recognized paid holidays for all employees in the bargaining unit shall be as follows, provided, however, that if the employee is not scheduled to work on the holiday, s/he will not receive the holiday pay:

New Year's Day	Memorial Day	½ Day Before Thanksgiving
Martin Luther King Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Day After Thanksgiving
Washington's Birthday	Columbus Day	Christmas
Good Friday	Veteran's Day	

Section 8.1

Holidays falling on a Saturday shall be celebrated on the preceding Friday.

Section 8.2

Holidays falling on a Sunday shall be celebrated on the following Monday.

Section 8.3

No holiday pay shall be paid to an employee who is under suspension.

Section 8.4

If a holiday occurs during an employee's paid sick leave, he shall receive full pay for that day, and the day shall not be charged against sick leave allowance, providing that such employee shall not be paid sick leave allowance for that holiday.

Section 8.5

In order to be eligible for holiday pay, the employee shall work the scheduled day before and day after such holiday, unless they have an authorized, scheduled paid leave of absence.

ARTICLE IX **WAGES**

Section 9.0

The following wage increases shall be applicable to all bargaining unit members:

Effective and retroactive to July 1, 2015, there shall be a 2.5% wage increase.

Effective July 1, 2016, there shall be a 2.5% wage increase.

Effective July 1, 2017, there shall be a 2.5% wage increase.

Effective July 1, 2018, there shall be a 2.5% wage increase.

The wage schedule in effect shall be in accord with the above, and as set forth in Appendix A, which is attached hereto as a part hereof, provided, however, there shall be a wage reopener effective July 1, 2016 for upward equity adjustments only.

Section 9.1

Any employee promoted to a new classification shall be paid at the rate of the new classification.

Section 9.2

For each employee covered by this Agreement with a minimum of five (5) years of continuous service, the following amounts shall be added to such employee's annual salary for the years of service completed by the employees' anniversary date each year:

For five (5) through nine (9) years of service \$150.00

For ten (10) through fourteen (14) years of service 250.00

For fifteen (15) through nineteen (19) years of service 350.00

For twenty (20) through twenty-four (24) years of service 450.00

For twenty-five (25) or more years of service 550.00

Such longevity payments shall be made during the second payroll period following the employee's anniversary date by separate check. This section shall be applicable to all bargaining unit employees effective July 1, 2014. Continuous service for purposes of this section shall mean continuous service with the Town.

Section 9.3

The classifications and rates of pay for each employee as of the effective date of this Agreement are shown in Appendix "A" and are part of this Agreement.

Section 9.4

The Town will notify the Union of the classification level of any new or changed job and will send the Union a copy of each new or revised position description. The Union may demand bargaining in accordance with the law.

ARTICLE X
INSURANCE AND PENSION

Section 10.0

The Town shall provide and pay for the full cost of the following insurance for each employee who is full time and works 30 hours or more per week.

- A. Group Life Insurance in the amount of \$50,000 for employees to the age of 65, \$32,500 at age 65-69, \$25,000 and \$17,500 at age 75 and above.
- B. Optional, supplemental life insurance will be made available to employees on an individual basis if provided by the Insurance Carrier. The premium cost of such insurance shall be the sole responsibility of the employee.

Section 10.1

The Town shall provide and pay its share of the cost of the insurance in effect, or equivalent or better coverage, for each employee and his/her dependents, with dependent child coverage available to age 26. This shall apply only to full-time employee working 30 or more hours per week..

- A. Appendix B attached.
- B. Dental Plan Coverage.
- C. For each fiscal year for the period July 1, 2015 through June 30, 2019 employees shall pay, on a weekly basis, 10% of the applicable total health insurance premium for the year, and this shall include dental effective upon ratification of the 2015-2019 Agreement.
- D. The Town shall adopt a section 125 plan for deduction of premium contribution from the employee's pre-tax gross earnings.

There shall, however, be a reopener effective July 1, 2016, of Section 10.1, which shall include consideration of any equal or better alternative coverage, including coverage under the State Plan in lieu of the plan then in effect.

Moreover, if during the term of this Agreement, the premium costs trigger the "Cadillac Tax", the Town may reopen to negotiate the impact of such tax, provided it does so within thirty (30) days of its knowledge that its premium costs have triggered the tax, and that its reopener notice to the Union provides the factual basis and relevant documents, in support of this claim. The pact of such tax shall include the impact on the Union, if any, as well as the impact on the Employer.

Section 10.2

If the Town finds it desirable to obtain reasonably equivalent or better coverage from alternate carriers at no additional cost, the Union agrees to negotiate regarding such change of coverage upon written notice from the Town of such intent. If the parties are unable to reach agreement, the Town may request an evaluation of such reasonably equivalent or better coverage by arbitration under the provisions of Step III, Section 13.0. If the arbitrator finds the coverage to be reasonably equivalent or better, the Town may exercise the option of changing to the equivalent or better coverage through an alternate carrier.

Section 10.3

Pension benefits currently in effect shall be continued for employees in accordance with the existing Town of Morris Pension Plan, attached hereto and made a part of this Agreement as Appendix C, as amended as follows:

a) The vesting schedule shall be as follows:

<u>YEARS OF SERVICE</u>	<u>% OF ACCRUED ANNUITY</u>
Less than five (5) years	0%
Five (5) years or more	100%

ARTICLE XI **SAFETY AND HEALTH**

Section 11.0

The Town shall make reasonable provisions for the safety and health of its employees during the hours of their employment including the furnishing of foul weather gear, boots, gloves, protective helmets, and authorized safety glasses or goggles to those employees exposed to severe elements or required to work in hazardous locations.

Section 11.1

A joint safety committee shall be formed by the Town and the Union. The committee, which shall be comprised of one (1) representative designated by the Union and one (1) representative designated by the Town, shall meet upon request of either party but not more than once a month to review and recommend safety and health measures in the various departments covered by this Agreement. Corrective measures against hazardous and unsafe conditions shall be implemented promptly upon the recommendations of the Safety Committee by responsible authorities in charge of the affected situation.

Section 11.2

Each October the Town shall provide at the employee's option, free of charge to the employee, medical injections for immunization from contagious diseases. Said injections to be administered by a physician to be provided by the Town at the Town Doctor's office. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective time. The Town shall also pay the cost of CDL physicals if such costs are not covered by the employee's health insurance.

ARTICLE XII **DISCIPLINARY PROCEDURE**

Section 12.0

All disciplinary actions, suspensions and discharges must be for just cause and must be stated in writing with reason given and a copy given to the employee and the Union President at the time of disciplinary action, suspension or discharge.

Section 12.1

The service record of any employee disciplined under the provision of this Article shall be removed after a period of eighteen (18) months , provided there is no further discipline during that period.

Section 12.2

There shall be a probationary period of six (6) months for new hires, during which time the probationary employee may not grieve discipline.

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 13.0

Grievances arising out of matters covered by this Agreement may be filed by a bargaining unit member or by the Union, and will be processed in the following manner:

Step I - First Selectman

The employee and/or his representative , or the Union shall present the grievance to the First Selectman or his/her designated representative within seven (7) working days of the event giving rise to the grievance. The First Selectman or his/her designated representative shall notify the

employee and his representative of his/her decision in writing within three (3) working days from the day the grievance was submitted to him.

Step II - Mediation

In case of an adverse decision, the Union may at its option request mediation by the Connecticut State Board of Mediation and Arbitration, which the Town may reject, in which case the Union has ten (10) working days to file for Arbitration with the aforesaid Board.

Step III - Arbitration

The decision of the Board shall be final and binding on both parties.

Section 13.1

- A. Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.
- B. In the event the Town fails to answer a grievance at any step within the time limits set forth in this Agreement, the grievance may be taken to the next step at the option of the Union.

Section 13.2

Officers and Stewards shall be designated by the Union, not exceeding three (3) in number, for contract negotiations without loss of pay.

Section 13.3

One (1) officer of the Local Union shall be permitted time off without loss of pay for all time actually spent in mediation and/or arbitration hearings, or grievance sessions. The same shall apply for the principal participants as mutually agreed upon by the First Selectman.

ARTICLE XIV GENERAL PROVISIONS

Section 14.0

The parties agree that all points covered herein constitute the full complete Agreement between them. Each party has been fully represented and had adequate opportunity to make proposals and counter proposals and neither shall be required, without its consent, to bargain further on any matter unless and until notice, in accordance with Article XVI is given.

Section 14.1

The parties agree there shall be no discrimination against any employee because of age, race, creed, color, religion, national origin, sex, physical handicap, political affiliation, sexual orientation or membership in the Union.

Section 14.2

Nothing in this Agreement shall be construed as abridging any right, benefit, prior practice or privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement. Provided, however, that in the event of a conflict between any claimed past practice and a provision of this Agreement, the provisions of this Agreement shall prevail.

Section 14.3

Highway employees hired after July 1, 1986 shall be required to live within a road mileage radius of twenty-five (25) miles from the Town of Morris.

Section 14.4

Highway employees required to work three (3) hours or more beyond their regular working hours or in an emergency shall receive a meal allowance of \$8.00. If employed on a paid holiday, Saturday or Sunday, the meal shall also be paid.

Section 14.5

Employees who use their personal vehicle in the performance of their regular duties shall receive payment at the IRS rate for such use.

Section 14.6

- A. Each July 1 of the Agreement each Highway employee and Transfer Station/Recycling Center Working Foreman shall receive a clothing allowance of five hundred (\$500) dollars, and each Transfer Station Laborer will receive two hundred (\$200) dollars for safety shoes.
- B. To receive the clothing allowance, the employee must present the Town with a valid receipt(s) evidencing purchase of work clothing during the contract year.

Section 14.7

Bargaining unit work shall be performed only by bargaining unit members, except in cases of emergency, and in situations in which there is no qualified bargaining unit member available to do the work after it has been offered to all qualified bargaining unit members.

ARTICLE XV
SAVINGS CLAUSE

Section 15.0

Should any Article, Section or portion of this Agreement be held unlawful, an unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVI
DURATION

Section 16.0

This Agreement shall be effective as of the 1st day of July, 2015, and shall remain in full force and effect through the 30th day of June, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not less than one hundred fifty (150) calendar days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) calendar days prior to the anniversary date.

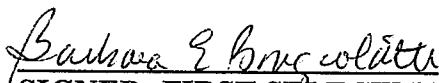
Section 16.1

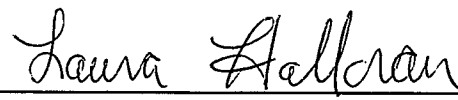
This Agreement shall remain in full force and be effective during the period of negotiations.

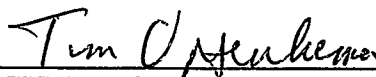
IN WITNESS WHEREOF, the parties have set their hands as dated below.

FOR THE TOWN OF MORRIS

**FOR LOCAL 1303-105 OF COUNCIL #4
AFSCME, AFL-CIO**


SIGNED: FIRST SELECTMAN
Date: 10-5-15


SIGNED: PRESIDENT
Date: 10-5-15


**SIGNED: STAFF REPRESENTATIVE
COUNCIL #4, AFSCME,
AFSCME, AFL-CIO**
Date: 10-5-15

APPENDIX A

I. Hourly Wage Rates:

Effective July 1, 2015

Administrative Assistant	\$25.63
Animal Control Officer	\$16.33
Assessor	\$33,620.00
Assessor Clerk	\$20.50
Beach & Rec Director	\$32,487.38
Fiscal Clerk	\$26.27
Highway Department Foreman	\$27.97
Highway Department Maintainer I	\$25.95
Working Library Director	\$33,094.18
Library Staff	\$15.59
Library Staff	\$12.93
Senior Center Director	\$18.41
Town Clerk-Interim	\$45,111.28
Town Clerk-Assistant	\$20.50
Transfer Station Foreman	\$24.41
Transfer Station Laborers	\$15.38
Zoning Enforcement Officer	\$26.32

APPENDIX B

Insurance

Medical - UnitedHealthcare Oxford

Dental – Anthem Blue Cross

Life Insurance – Sun Life Assurance Company

APPENDIX C

PENSION PLAN AGREEMENT

BETWEEN

THE TOWN OF MORRIS

AND

**LOCAL 1303-105 OF COUNCIL #4
AFSCME, AFL-CIO**

EFFECTIVE JULY 1, 2002 THROUGH JUNE 30, 2019

TOWN OF MORRIS
PENSION PLAN
SUMMARY OF PLAN TERMS

A. Effective Date of Plan:

July 1, 1975, amended for an effective duration of July 1, 2002 through June 30, 2019

B. Membership Requirements:

1. All full-time employees, members of Local 1303-105, Council #4, AFSCME, AFL-CIO, are eligible to participate after one (1) year's service.
2. A full-time employee must work thirty (30) hours a week.
3. Employees excluded from participation are those covered by the Teachers' Retirement System or any other Retirement System or any other Retirement Plan to which the Town of Morris contributes, other than Social Security and the Town of Morris Volunteer Fire Department.

C. Pension Formula:

Each participant will, at Normal Retirement Date, receive the sum of the following:

Effective July 1, 2002, the pension benefit shall be calculated at years of credited service x 1.6% of the employee's final average earnings. The final average earnings shall be the average of total earnings during the three highest calendar years of earnings.

Future Service Earnings:

When an employee becomes a participant in the Plan, his Future Service Earnings are his/her earnings for the prior calendar years.

D. Plan Year:

The Plan Year will commence on July 1st and end on the last day of the following June. The first Plan Year will commence on July 1, 1975.

E. Credited Service:

Credited Service is the period of continuous service with the Town from the date of employment until termination of employment, determined as follows:

Credited Past Service:

Service prior to entry into the plan.

Credited Future Service:

Service from date of entry into the plan to retirement or termination of employment as the case may be.

Continuous service shall not be considered broken for the following:

1. Service in the Armed Forces (not re-enlistment) provided an employee returns to work within 90 days of discharge.
2. Authorized leave of absence up to one year.
3. Absence from work because of injury or illness up to two years.

F. Normal Retirement Date:

First of the month following attainment of age sixty-five (65);
or age sixty (60) with fifteen (15) years of service;
or age fifty five (55) with twenty (20) years of service;
or age fifty (50) with twenty five (25) years of service.

G. Early Retirement Date:

First of the month following attainment of age forty-five (45) and completion of ten (10) years of Credited Service. Benefit shall be accrued pension based on credited service and earnings prior to retirement, payable in full commencing at Normal Retirement Date (age sixty-five (65) only). With approval of the Pension Trustees, a participant may have his/her benefits commence earlier reduced by 6.6% for the first five (5) years, 3% for the next five (5) years prior to age sixty-five (65).

H. Disability Retirement Date:

First of the month following attainment of age forty (40) and completion of ten (10) years of Credited Service. Benefits shall be accrued pension payable for life based on Credited Service and earnings prior to disability retirement. Any disability certified by a licensed physician will be binding on all parties. Disability is to be of a permanent nature and such that the employee is no longer able to perform the duties of his/her job.

I. Deferred Retirement Date:

A participant may work beyond his Normal Retirement Date to age seventy (70) and with permission of the appointing authority, he/she may work beyond age seventy (70) receive additional Credited Service.

J. Forms of Basic Pension and Options:

Pension benefits shall be payable monthly for life commencing on the retirement date. The participant may elect a Ten Year Certain and Continuous Annuity or a Joint and Survivor Annuity.

K. Vesting on Termination of Employment:

If a participant terminates his employment prior to early or disability retirement, he/she will be entitled to a percent (%) of his/her accrued annuity payable at age 65, based upon the following schedule:

YEARS OF SERVICE

LESS THAN FIVE (5) YEARS
FIVE (5) YEARS OR MORE

% OF ACCRUED ANNUITY

NOTHING
100%

L. Death Benefit Prior to Retirement:

The beneficiary of an employee who death occurs after he/she would have been eligible for early Retirement receives pension for life equal to 50% of the amount the employee would receive if he/she had retired on the date of death with a 50% continuation option in effect.

M. Employee Contribution:

Effective July 1, 1985, a participant will not contribute to the plan.

N. Town Contribution:

For employees retiring between July 1, 1975 and June 30, 1976, the Town will appropriate the amount of annual pension to be paid.

For those employees retiring after June 30, 1976, the Town will contribute yearly the amount actuarially determined to provide the benefits.

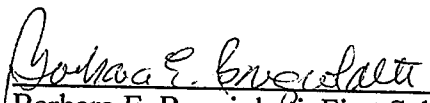
O. Administration of the Plan:

A Board of Trustees consisting of three members will be appointed by the unanimous vote of the Board of Selectmen to administer the Plan. The Trustees will be appointed for three year terms except initially they shall be appointed for three (3), two (2) and one (1) year terms. Employees and elected officials who are participants shall not serve as Trustees.

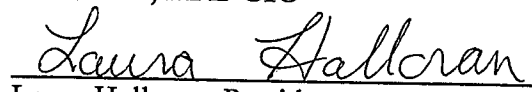
P. Duration:

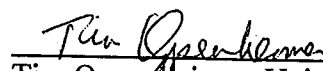
This Agreement shall be effective as of July 1, 2002, shall remain in effect through June 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred fifty (150) calendar days prior to the anniversary date that it desires to modify this Agreement. Negotiations shall begin not later than one hundred twenty (120) calendar days prior to the anniversary date.

FOR THE TOWN OF MORRIS:


Barbara E. Bongiolatti, First Selectman
Date 10-5-15

**FOR LOCAL 1303-105 OF COUNCIL 4
AFSCME, AFL-CIO**


Laura Halloran, President
Date 10-5-15


Tim Oppenheimer, Union Representative
Date 10-5-15