COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF SHERMAN

AND

TEAMSTERS LOCAL NO. 677

(FULL-TIME ADMINISTRATIVE AND CLERICAL EMPLOYEES)

JULY 1, 2017 THROUGH JUNE 30, 2021
INTRODUCTION

This Agreement is by and between the Town of Sherman, Connecticut (hereinafter referred to as the "Town") and Teamsters Local 677 (hereinafter referred to as the "Union").

ARTICLE I - DEFINITIONS

Section 1.01. For the purpose of this Agreement, the following definitions shall apply:

"Town": The Town of Sherman.

"Employee": Persons employed full-time (twenty-four (24) hours or more) in classifications of work covered by this Agreement.

"Term employee": An employee who is appointed for a definite term.

"Seniority": The length of an employee's continuous unbroken service with the Town.

"Supervisor": The Town's First Selectman.

"Union": Teamsters Local No. 677.

ARTICLE II – RECOGNITION

Section 2.01. The Town hereby recognizes the Union as the sole and exclusive representative of all full-time Administrative and Clerical employees of the Town of Sherman, including the Public Works Supervisor, Administrative Assistant and Business Administrative, excluding Land Use Officer, temporary employees, part-time employees, seasonal employees and those employed by the Board of Education and any other employees excluded by the Municipal Employee Relations Act (MERA), for the purpose of bargaining with respect to wages, hours of work and other conditions of employment.

ARTICLE III – MANAGEMENT RIGHTS

Section 3.01. Unless expressly limited by a specific section of this Agreement, or the Municipal Employee Relations Act, as applicable, the rights, powers and authority held by the Town of Sherman and any of its Boards, Commissions and Agencies, general or specific Act of legislature, Town Ordinance, Regulation, or other type of lawful provision, over matters involving the Town, including, but not limited to, full control over the policies, practices, procedures and regulations with respect to employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town of Sherman and its lawful Boards, Commissions and Agencies. The Town retains the sole right and prerogative to manage and direct the operation of the Town and the workforce; to assign and sub-contract work; to hire, transfer, layoff, promote, demote, discipline or discharge employees; to establish reasonable rules of conduct; to establish and maintain the quality and efficiency of Town operations; to determine the standards of service to be offered; to determine the standards and methods of selection for employment and the content of job descriptions; to initiate, design and administer performance evaluations; to determine the number of location of facilities or to suspend any part of the Town operation as necessary; to purchase products and services; to take all necessary actions to carry out its mission in emergencies; and to make all plans and decisions on all matters involving Town operations.
ARTICLE IV – UNION SECURITY

Section 4.01 – Agency Shop. All employees shall either be a member of the Union in good standing and pay to the Union initiation fees and monthly Union dues in the amount uniformly required of its members or, in lieu thereof, shall pay a monthly agency fee to the Union in the amount uniformly required of agency fee payers which shall be equal to that proportion of the Union dues expended for the purposes of collective bargaining, contact administration and grievance adjustment. The obligation to pay Union initiation fees and dues or agency fees under this provision commences when the employee has completed the probationary period.

Section 4.02 – Administrative Dues. Employees shall remit to the Union in the amount of five cents ($0.05) per hour for each hour worked, or paid, not to exceed two dollars ($2.00) per week. This obligation commences on the thirty-first (31st) day following the employee’s date of hire.

Section 4.03 – Payroll deductions. The Town shall deduct regular monthly Union dues or agency fees and administrative dues from the wages of all bargaining unit employees covered by this Agreement for whom a written authorization form, voluntarily signed by the employee, is received and agrees to remit all such deductions to the Union on a monthly basis. Dues deductions shall be made each pay period, of each month, except when the employee is not on the payroll for that pay period.

Section 4.04 – Save Harmless. The Union agrees to defend and save harmless the Town from any claims, actions, damages or other loss, including attorney’s fees and costs, which may arise from the Town’s enforcement of and compliance with Article IV.

ARTICLE V – EMPLOYMENT STATUS

Section 5.01 – Probationary Period. New employees shall have a probationary period of one hundred eighty (180) calendar days after which they shall be classified as regular employees. The First Selectman shall have the discretion to waive the probationary period for existing part-time employees who are hired to fill newly created full-time positions.

Section 5.02 – Layoff and Recall. In the event of a layoff, employees with the least seniority within the job title and department to be affected shall be laid off first. Laid off employees with the most seniority shall be rehired first within the job title and department previously held. Employees who are recalled from a layoff must return to work within ten (10) working days of a recall notice, unless otherwise mutually agreed upon. No new employee shall be hired in a department and job title until all laid off employees with recall rights in that department and job title have been given the opportunity to return to work.

Section 5.03 - Recall Rights. Employees shall have the right of recall to their job title and department for fifteen (15) months from the date of layoff, or the length of their seniority at the time of layoff, whichever is the shorter period of time. The seniority date of any recalled employee shall be the original date of hire with the Town.

Section 5.04 - Discipline and Discharge. A regular non-probationary employee shall not be disciplined, demoted and/or discharged except for just cause. Verbal and written warnings may not be processed beyond Step 1 of the grievance procedure. All notices with respect to disciplinary action, except verbal warnings, must be in writing to the employee, with a copy to the Business Agent of the Union. Written warnings of the same type shall not be used for further progressive discipline after twelve (12) months have lapsed without the employee receiving additional discipline for the same infraction. Discipline applicable to violations of the Town's
Drug and Alcohol Abuse Policy shall be governed by the Policy.

This section is not applicable to term employees at the end of their term of employment.

**ARTICLE VI – HOURS OF WORK AND OVERTIME**

**Section 6.01.** The Public Works Supervisor works forty (40) hours per week, Monday through Friday, scheduled in conformity with the hours worked by the employees he supervises.

The Administrative Assistant works twenty-four (24) hours per week, Tuesday through Friday.

The Business Administrative works twenty-six (26) hours per week, Tuesday through Friday.

The Assistant Town Clerk works twenty-four (24) hours per week, Tuesday through Friday.

The Assistant Assessor, CCMA1, works twenty-four (24) hours per week, Tuesday through Friday.

The Administrative Assistant to Planning and Zoning works twenty-four (24) hours per week, Tuesday through Friday.

The Land Use Coordinator works thirty-four (34) hours per week, Monday through Saturday.

The Senior Center Coordinator works thirty (30) hours per week, Monday through Friday.

Employees may be assigned to work additional hours on Mondays, Saturdays or during the evenings as needed.

The Public Works Supervisor shall be entitled to one (1) paid fifteen (15) minute break in the A.M. and an unpaid thirty (30) minute lunch period each day. The paid break must be taken at the work site.

Other employees shall be entitled to one (1) paid ten (10) minute break in the morning and one (1) paid ten (10) minute break in the afternoon, provided such breaks do not interfere with interactions with clients. If the break is interrupted, the employee may complete the break at a later time. The paid breaks must be taken at the work site. These employees shall also be entitled to an unpaid sixty (60) minute lunch period each day.

Hours of work may be changed by mutual agreement of the Town and the Union.

**Section 6.02.** Overtime is paid at straight time for all work performed to forty (40) hours per week and at time and one-half (1 ½) of the regular rate for work performed in excess of forty (40) hours per week. For the Public Works Supervisor, time and one-half (1 ½) of the regular rate is paid for work performed in excess of eight (8) hours per day and/or forty (40) hours per week.

The Public Works Supervisor, when he is required to work on a holiday, shall be paid at one and one-half (1 1/2) times the regular rate, plus eight (8) hours holiday pay.

**Section 6.03.** If the Public Works Supervisor is called back to work hours not contiguous with the start or end of the regularly scheduled work day, he shall be paid a minimum of two 2 hours at the rate specified in this Agreement. Call back pay is calculated from the time the employee
reports for work.

Section 6.04. There shall be no compensatory time granted in lieu of overtime pay.

ARTICLE VII – HOLIDAYS

Section 7.01. Employees shall be entitled to the following paid holidays, subject to the following conditions:

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

If a holiday falls on a Saturday, the preceding Friday is the paid day off. If a holiday falls on Sunday, the following Monday is the paid day off.

Monday holidays shall be observed on Mondays; those employees who are not scheduled to work on Monday shall receive holiday pay.

Employees who are regularly scheduled for Saturday hours and who are prevented from working when Town Hall is closed for a holiday weekend, shall be paid for their regular Saturday hours.

ARTICLE VIII – VACATION

Section 8.01 - Vacation Schedule. Employees shall be eligible for vacation time with pay according to the following schedule:

Each employee who has completed one (1) year of service, but less than two (2) years of service, shall be entitled to one (1) week of vacation.

Each employee who has completed two (2) years of service, but less than ten (10) years of service, shall be entitled to two (2) weeks of vacation.

Each employee who has completed ten (10) years of service, but less than fifteen (15) years of service, shall be entitled to three (3) weeks of vacation.

Each employee who has completed fifteen (15) years of service or more shall be entitled to four (4) weeks of vacation.

New Hires: (anyone hired after the successor collective bargaining agreement is signed by both parties):

Each employee who has completed ten (10) years of service shall be entitled to three (3) weeks of vacation.

Each employee who has completed (20) years of service shall be entitled to four (4) weeks of vacation.
Section 8.02 - Vacation Year. The vacation year shall be July 1st through June 30th. Each employee shall be credited with vacation on July 1 based upon the employee's years of employment service as of the previous June 30th. If, within the vacation year, an employee reaches an anniversary date of hire entitling the employee to additional vacation, said additional vacation shall be credited as of the anniversary date on a prorated basis through the end of the vacation year.

Section 8.03 - Vacation Selection. In January preceding the vacation year, the Public Works Supervisor will select vacation two (2) weeks at a time between April 1 and December 1. Between December 1 and April 1, vacation days may be taken by the Public Works Supervisor only with the approval of the First Selectman.

In January preceding the vacation year, all other bargaining unit employees will select their vacation two (2) weeks at a time. To ensure consistent and uninterrupted service to the public, no more than one (1) member of the staff in each office, including offices which house more than one (1) department, may be on vacation at the same time.

All employees shall submit their vacation schedules to the First Selectman at least three (3) weeks prior to taking vacation. If the vacation request is for less than one week, the employee shall give the First Selectman at least three (3) days’ notice.

Section 8.04. Ordinarily, vacation time may not be carried over from year to year, except that, a maximum of five (5) days of vacation may be carried over from year to year upon written request to, and approval by, the First Selectman. Approval is guaranteed if the vacation cannot be taken due to the demands of service. Carried over vacation days do not accumulate from year to year. If Town Hall closes for any reason and the employee is absent for a previously scheduled vacation or personal day, the employee is credited with the days(s) Town Hall is closed.

Section 8.05. An employee who is called back to work his regular scheduled work hours on a day of scheduled vacation shall be paid at straight time, plus, at the employee's option, either a future vacation day off or the equivalent hours of vacation pay.

Section 8.06. When paid sick leave has been exhausted due to a non-job-related disability or illness, an employee may use paid vacation days to provide additional income during the extended period of absence.

Section 8.07 - Payment in Lieu of Vacation. Except as provided in Section 8.05, payment in lieu of vacation shall not be permitted, provided, however, upon any termination of employment other than discharge, the employee shall be paid for all unused and accrued vacation. In the event of an employee's death, the employee's estate or named beneficiary shall receive any payment.

ARTICLE IX – LEAVE PROVISIONS

Section 9.01 - Sick Leave. On July 1 of each year, employees shall be credited with sick leave as follows:

Employees hired prior to November 1, 1996 15 days

Employees hired after November 1, 1996 10 days

Unused sick days may be accumulated up to one hundred twenty (120) work days. Accumulated
sick leave shall not be payable upon termination of employment. Upon retirement, employees with twenty (20) years of service or more shall be paid unused accumulated sick days at fifty percent (50%) of the hourly pay rate, up to a maximum of sixty (60) days full pay.

**New Hires**: (Anyone hired after the successor collective bargaining agreement is signed by both parties):

Upon retirement, employees with twenty (20) years of service or more shall be paid unused accumulated sick days at twenty-five percent (25%) of the hourly pay rate up to a maximum of thirty (30) days full pay.

**Section 9.02 – Leave for Family Illness.** Employees may use up to five (5) sick days for the purpose of attending to a member of the employee's immediate family who is sick or injured. The severity of the illness or injury must be supported by an attending physician's medical certificate if requested by the Town. Immediate family shall be defined as parent, spouse, child or other relative for whom the employee is the primary care giver.

**Section 9.03 – Personal Leave.** Employees shall be entitled to up to three (3) personal days off without loss of pay each year. Except in cases of emergency, requests for a personal day must be made with at least three (3) days' advance notice to the Supervisor. Personal leave days shall not be accumulated from year to year.

**Section 9.04 – Bereavement Leave.** In the event of death in an employee's immediate family or the immediate family of the employee's spouse, the employee may be granted up to three (3) days successive regular work days of absence without loss of pay to attend the funeral. Immediate family, for the purpose of this section, is defined as parents, grandparents, spouse, brother, sister, child, or grandchild and any relation who is domiciled in the employee's household. Additional bereavement time, chargeable to the employee's personal leave and/or accumulated vacation time, may be used, subject to the approval of the First Selectman.

**Section 9.05 – Jury Duty Leave.** When an employee serves on jury duty, whether in State or Federal Court, during days when he would otherwise be scheduled to work, the employee shall be paid by the Town the difference between the employee's jury pay and the employee's regular daily pay, provided that the employee notifies the First Selectman at the time of receipt of summons and furnishes proof of jury service and of any payment received. Employees on jury duty whose obligation to serve is concluded prior to the end of the employees' work day shall contact their Supervisor for further instructions.

**Section 9.06 - Voluntary Leave of Absence Without Pay.** A leave of absence without pay may be granted to an employee at the discretion of the First Selectman for up to thirty (30) consecutive calendar days upon the employee's written request to the First Selectman. Such leave may be extended for an additional thirty (30) consecutive calendar days at the sole discretion of the First Selectman. Employees may request personal leave only after having completed twelve (12) months of service. Exceptions to the service requirement will be considered to accommodate unusual circumstances. Employees should make requests for personal leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

An employee on a personal leave of absence shall not lose benefits, including longevity toward vacation, except that no additional sick leave shall accrue during the period of the leave.
Section 9.07. Employees who are receiving Workers' Compensation Insurance due to an on the job injury shall receive the difference between Workers' Compensation disability insurance benefits and their regular base pay for long-term disabilities, not to exceed six (6) months. Employees shall be charged one-third (1/3) sick day for each day of supplement.

Section 9.08. If any illness or injury results in the absence of an employee from work and it is determined that the employee cannot perform the essential functions of his job within eighteen (18) months from the date of the disability, the employee may be terminated. For the purpose of this section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. An employee who is absent due to such disability must keep the Town advised of the status of the disability by providing appropriate medical documentation and an expected return to work date. The Town may refer the employee for a medical evaluation by a second physician selected and paid by the Town. When there is conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained from a physician with the appropriate medical specialty. Said physician shall be mutually selected by the Town and the Union. Any portion of the third medical examination not covered by the employee's health insurance shall be paid by the Town. The third medical opinion shall prevail. In the event and employee refuses to provide medical documentation or to report for the required medical evaluations the employee may be terminated. Termination of employment under this section shall not affect the employee's eligibility for long term disability benefits under the terms of the applicable insurance plan or workers' compensation as provided by state law.

ARTICLE X – INSURANCE, PENSION AND SAVINGS PLANS

Section 10.01 - Teamsters Health Services and Insurance Plan.

The Town shall pay the following rates to provide the Teamsters Health Services and Insurance Plan to all bargaining unit employees:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2017</td>
<td>$10.45/Hr.</td>
</tr>
<tr>
<td>July 1, 2018</td>
<td>$10.70/Hr.</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>$10.75/Hr.</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>$10.95/Hr.</td>
</tr>
</tbody>
</table>

Payments shall be based on a thirty-two (32) hour work week, fifty-two (52) weeks per year, for all bargaining unit employees. Payments shall be made from the first hour of employment for all employees who are members of the bargaining unit covered by this Agreement.

For the purpose of this Section, each hour paid, figured to the nearest quarter (1/4) hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee up to thirty-two (32) hours per week, shall be counted as hours for which contributions are payable. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent certified public accountant audit the bargaining unit payroll and wage records of the Town for the purposes of determining the accuracy of contributions to the Teamsters Health Services and Insurance Plan.

A. If an employee is injured on the job, the Town shall continue to pay contributions until
such employee returns to work; the Town shall pay the applicable contribution rate for thirty-two (32) hours per week for a period of not more than twelve (12) months or as otherwise provided by State Workers' Compensation Law.

B. If an employee is absent because of illness or off-the-job injury, and the employee notifies the Town of such absence and provides such certification from a physician as the Town may require, the Town shall continue to make the contributions required to maintain health benefits at the applicable contribution rate for thirty-two (32) hours per week for a period of not more than twelve (12) weeks.

C. The Town and the Union, who are signators hereto, ratify the designation of the Employer and Employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

D. Eligibility, Newly hired employees shall be eligible for the Teamsters Health Services and Insurance Plan in accordance with the provisions of the Plan at the time of hire.

Section 10.02 - Long Term Disability (LTD) Insurance. After one (1) year of employment service, employees shall be covered by the Town's LTD Insurance Plan, which provides eligible employees a monthly benefit commencing after one hundred eighty (180) consecutive days of disability.

Section 10.03. All employees are covered by the Town Employee Deferred Compensation Plan, The Town shall contribute five percent (5.0%) of each employee's gross wage to the Town Employee Deferred Compensation Plan on an annual basis, The Town's payment must be submitted no later than April 15 following the year in which the contribution was due.

ARTICLE XI -- WAGES

Section 11.01 - Wage Schedule. Hourly wages for each bargaining unit position are as set forth below:

<table>
<thead>
<tr>
<th>Position</th>
<th>July 1, 2017</th>
<th>July 1, 2018</th>
<th>July 1, 2019</th>
<th>July 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Supervisor</td>
<td>$37.81</td>
<td>$38.94</td>
<td>$40.11</td>
<td>$41.31</td>
</tr>
<tr>
<td>Assistant Town Clerk</td>
<td>$28.20</td>
<td>$29.05</td>
<td>$29.92</td>
<td>$30.82</td>
</tr>
<tr>
<td>Assistant Assessor</td>
<td>$28.42</td>
<td>$29.27</td>
<td>$30.15</td>
<td>$31.05</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$26.03</td>
<td>$26.81</td>
<td>$27.61</td>
<td>$28.44</td>
</tr>
<tr>
<td>Planning &amp; Zoning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Use Coordinator</td>
<td>$28.42</td>
<td>$29.27</td>
<td>$30.15</td>
<td>$31.05</td>
</tr>
<tr>
<td>Senior Center Coordinator</td>
<td>$26.75</td>
<td>$27.55</td>
<td>$23.38</td>
<td>$29.23</td>
</tr>
</tbody>
</table>
Administrative Assistant  $31.16  $32.09  $33.05  $34.04
Business Administrator  $27.87  $28.71  $29.57  $30.46

If and when during the course of this Agreement, the Town creates a new job, which is to be included in the bargaining unit or revises an existing job which is designated above, then the Town and the Union shall meet to designate the wage rate of the new or revised job.

Section 11.02. Effective the first pay period in September 2009, the pay period will be two weeks and paychecks will be issued every other Friday.

Section 11.03 – New Hires. The Town shall place newly hired employees in the salary range based upon their experience, education and qualifications, provided, however, that newly hired employees shall not receive a salary that is higher than the salary received by current incumbents in the same job. At the discretion of the First Selectman the salary will be increased after the employee has passed probation of six (6) months and six (6) months of continuous service as of the regularly scheduled salary increase date. Sick time and personal days will be applied after the employee has passed probation of six (6) months and six (6) months of continuous service.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 12.01 - Definitions.

A. A "grievance" for the purpose of this procedure is a complaint on behalf of an employee(s) involving a matter relating to the interpretation and application of the specific terms and provisions of this Agreement.

B. "Working days" for the purpose of this procedure are Town Hall business days.

Section 12.02 - Time Limits.

A. By mutual written agreement, the Town and the Union may extend the time limits beyond those set forth in this Article. If one party has made a timely written request for a time extension, the applicable time limits shall be tolled until the other party's written response is received by the requesting party.

B. If the Town fails to provide a written response to the grievance within the time limits of Step 1, or any mutually agreed extension; the grievance shall be considered denied as of the date the answer is due and the Union may submit the grievance to the next step of the grievance procedure.

Section 12.03 - Procedure.

A. Step 1 - First Selectman. Within five (5) working days of the date of the occurrence giving rise to the grievance, the Union Steward shall submit the grievance in writing to the First Selectman. The First Selectman shall respond to the grievance in writing within five (5) working days of receipt of the grievance.

B. Step 2 - Arbitration. If the grievance is not resolved at Step 1, the Union, with notice to the Town, may file a notice of appeal to submit the grievance to binding arbitration
before the American Arbitration Association. Such notice must be filed within fifteen (15) working days of receipt of the First Selectman's decision at Step 1. Arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The arbitrator shall be bound by and must comply with all terms and provisions of this Agreement and shall have no power to add to, delete from, or modify in any way, any of the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by the Town and the Union.

ARTICLE XIII - MISCELLANEOUS

Section 13.01 - Copy of the Contract. The Union will provide each employee with a copy of this Agreement within thirty (30) days after it is signed. New employees will be provided with a copy of this Agreement by the Town at the time of hire.

Section 13.02 - Seniority List. At the request of the Union, a seniority list will be provided by the Town.

Section 13.03 - Safety and Health. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 13.04 - No Strike/No Lockout. During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Town's operation by any bargaining unit employee, nor shall there be any lockout by the Town in any part of the Town's operation. Violation of the above shall be grounds for disciplinary action. No employee shall be required to cross a picket line which will put the employee or Town equipment in physical danger.

Section 13.05 - Separability. If any section, sentence, clause or phrase of this Agreement shall be held for any reason, to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 13.06 - Substance Abuse Prevention and Testing. The Town of Sherman Drug and Alcohol Abuse Policy shall apply to all employees.

Section 13.07 - Subcontracting. The Town may subcontract bargaining unit work provided such subcontracting does not result in the layoff of a bargaining unit employee. The First Selectman may assign work to part-time non-bargaining unit employees to take the minutes of Town Board and Commission meetings, provided a bargaining unit employee is not willing and available.

Section 13.08 - Use of Town Facilities and Equipment. The use of the Town garage facility, Town property, tools and equipment is restricted to Town business. Employees may not use the Town garage for their own purposes and may not borrow Town property, tools and equipment.

Section 13.09 - No Smoking. Smoking is prohibited in all Town facilities and vehicles. Smoking by Town Hall employees is limited to the designated area outside of the Town Hall building.
Section 13.10 - Physical Examinations. The Town shall reimburse each employee for any expense incurred by the employee due to undergoing physical examinations required by the Town or by Federal or State laws if the expense is not reimbursed to the employee by the Health Insurance Plan.

Section 13.11 - Bulletin Board. The Town shall provide the Union with space for the posting of notices related to Union business on the Town employee bulletin board.

ARTICLE XIV - FULL AND COMPLETE AGREEMENT

Section 14.01. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and offer proposals with respect to all matters subject to collective bargaining. All understandings which have been arrived at in the exercise of this collective bargaining process are set forth in this Agreement. Consistent herewith, the Town and the Union agree that this Agreement is a complete Agreement and that all matters concerning wages, hours and conditions of employment have been bargained.

Section 14.02. This Agreement may not be amended or modified in any respect unless said amendment or modification is set forth in a written document signed on behalf of the parties to this Agreement by their duly authorized officers and representatives.

Section 14.03. Any item not covered in this Agreement may be governed by existing written ordinances, policies, rules or regulations of the Town. Where any ordinance, policy, rule or regulation of the Town is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

ARTICLE XV - DURATION

Section 15.01 - Duration. Unless otherwise provided within the body of this Agreement, this Agreement shall become effective upon signing and shall remain in full force and effect through June 30, 2021. Negotiations for a successor Agreement shall be governed by applicable law.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this ______ day of ______, 2017.

TOWN OF SHERMAN

FIRST SELECTMAN

TEAMSTERS LOCAL NO. 677

BUSINESS AGENT

SECRETARY-TREASURER