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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE TOWN OF SHERMAN
PUBLIC WORKS**

AND

TEAMSTERS LOCAL NO. 677

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 in classifications of work covered by this Agreement.

"Public Works Department": The department responsible for maintenance of Town roads, parks, public buildings, facilities and grounds (excluding the interior of Board of Education buildings).

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

"Supervisor": The Public Works Department Supervisor.

"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 employees of the Public Works Department who are employed as equipment operators, drivers, laborers, parks maintainers, mechanics and crew leaders, excluding supervisors, seasonal employees, part-time employees, temporary employees, clerical employees 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 under the Town Charter, 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 work; to hire, transfer, layoff, promote, 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 and 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, contract 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 the amount of five cents (\$.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 ninety (90) calendar days after which they shall be classified as regular employees.

Section 5:02 – Layoff and Recall. In the event of a layoff, employees with the least seniority within the classification to be affected shall be laid off first. Laid off employees with the most seniority shall be rehired first within the classification previously held. Employees who are recalled from layoff must return to work within ten (10) working days

of recall notice, unless otherwise mutually agreed upon. No new employee shall be hired in a classification until all laid off employees with recall rights in that classification have been given the opportunity to return to work.

Section 5.03 - Recall Rights. Employees shall have the right of recall to their classification 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 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.

ARTICLE VI - HOURS OF WORK AND OVERTIME

Section 6.01. Regular hours of employment of all bargaining unit employees shall be forty (40) working hours per week, Monday through Friday, eight (8) working hours per day. There shall be one (1) paid break not to exceed fifteen (15) minutes in the AM and an unpaid thirty (30) minute lunch period each day. Between May 1 and October 1, the hours of work shall be 6:00AM to 2:30PM. Between October 1 and May 1, the hours of work shall be 6:30 AM to 3:00 PM. The work hours may be changed by mutual agreement of the parties.

Section 6.02. Any hours an employee is required to work above the normal regularly scheduled hours of any workday or workweek shall be paid at time and one-half of the regular rate, except that an employee required to work on a holiday shall be paid at one and one-half (1 ½) times the regular rate, plus eight (8) hours holiday pay.

Section 6.03. All overtime work shall be distributed equally among eligible employees as far as practicable within classification.

Section 6.04. An employee who is called back to work hours not contiguous with the start or end of the regularly scheduled work day 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.

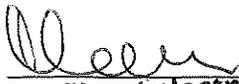
Section 6.05. In lieu of overtime pay an employee may elect to accumulate a maximum of 40 hours of compensatory time off in each fiscal year. Such compensatory time shall be earned at the applicable overtime rate subject to the 40 hour maximum. Compensatory time off must be taken in four or eight hour increments subject to the approval of the First

see att'd

Amendment to Public Works Union Contract

July 1, 2017 - June 30, 2021

For the Public Works Union Contract dated and in effect July 1, 2017 – June 30, 2021-This serves as a correction to a typographical error for hours relating to compensatory time. This current contract reads that an employee can accumulate a maximum of “40” hours compensatory time earned at the applicable overtime rate in each fiscal year. This should read “80” hours as indicated in the prior contract verbiage noted below. I am authorizing the change from 40 hours to 80 hours (as has been the practice for many years) for the duration of this contract which expires June 30, 2021.



First Selectman

12-29-17

First Selectman

Dated

ARTICLE VI - HOURS OF WORK AND OVERTIME

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Section 6.02. Any hours an employee is required to work above the normal regularly scheduled hours of any workday or workweek shall be paid at time and one-half of the regular rate, except that an employee required to work on a holiday shall be paid at one and one-half (1 ½) times the regular rate, plus eight (8) hours holiday pay.

Section 6.03. All overtime work shall be distributed equally among eligible employees as far as practicable within classification.

Section 6.04. An employee who is called back to work hours not contiguous with the start or end of the regularly scheduled work day 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 6.05. In lieu of overtime pay an employee may elect to accumulate a maximum of eighty (80) hours of compensatory time off in each fiscal year. Such compensatory time shall be earned at the applicable overtime rate subject to the eighty (80) hour maximum. Compensatory time off must be taken in four or eight hour increments subject to the

Approval of the First Selectman or his/her designee, in consultation with the Public Works Supervisor. Compensatory time shall not be carried over from year to year.

Selectman or his/her designee, in consultation with the Public Works Supervisor. Compensatory time shall not be carried over from year to year.

ARTICLE VII – HOLIDAYS

Section 7.01. All employees are entitled to the following paid holidays:

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

Only prior approved vacation or personal days will be excluded from this policy, sick days and other unapproved absences will deem the employee ineligible for the holiday pay.

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):

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

Employee who has completed twenty (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. Employees shall be granted their vacation by seniority preference throughout the year. In January preceding the vacation year, employees will select their vacation two (2) weeks at a time between July 1 and June 30, provided, however, that only one (1) employee will be permitted to take vacation days during the same time between December 1st and April 1st.

Upon written request to the Selectmen's office, an employee may carry over up to five (5) days of accrued vacation time from one year to the next, which must be taken by the following December 31st or be lost.

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.

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 eight (8) 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 hired on or after January 1, 2007 shall be credited with ten (10) paid sick days; employees hired before January 1, 2007 shall be credited with fifteen (15) paid sick 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 (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. Unpaid leave pursuant to the federal Family and Medical Leave Act shall be administered pursuant to federal law and regulations.

Section 9.03 – Personal Leave. Each employee is 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 two (2) working 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 eight (8) hours times the employee's regular hourly rate, 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. Employees on personal leave to care for a newly born or adopted child or to care for a seriously ill family member for whom the employee is the primary care giver must continue to pay the employee portion of the health insurance premium in order to maintain coverage. Employees on personal leave for other reasons must pay one hundred percent (100%) of the health insurance premium in order to maintain coverage.

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 a 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.

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

<u>July 1, 2017</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
\$10.45/hr.	\$10.70/hr.	\$10.70/hr.	\$10.95/hr.

Payments shall be based on forty (40) hours worked per week. Effective July 1, 2007, payments shall be made from the first hour of employment for all employees who are members of the bargaining unit work covered by this Agreement.

- B. The Teamsters Health Services and Insurance Plan shall be effective on July 1, 2017, and the Town's current Health Insurance Plan shall be in effect through June 30, 2021.
- C. 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, 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.
- D. If an employee is injured on the job, the Town shall continue to pay contributions until such employee returns to work; however, 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.
- E. 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.
- F. Payment to the fund for hours paid but not worked shall be made only when the employee is taking paid leave during the course of his/her active employment. No payment to the fund will be made on lump sum payments to the employee for unused paid leave.
- G. 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.

- H. 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 three percent (3%) 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 all employees are as set forth below:

	3%	3%	3%	3%
<u>Position</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
Mechanic	\$29.55/hr.	\$30.44/hr.	\$31.35/hr.	\$32.29/hr.
Driver	\$25.32/hr.	\$26.08/hr.	\$26.86/hr.	\$27.67/hr.

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

The starting rate for new employees shall be (\$2.00) per hour under the rates listed above. After the first one hundred eighty (180) days worked in employments, the employee shall advance one (\$1.00) per hour. After one (1) year worked in employment the employee shall advance to the hourly rate for his/her classification listed above.

Section 11.02. When a bargaining unit employee is assigned to work in a bargaining unit classification higher than his regular classification, such employee shall be paid at the rate of pay for the higher classification. When a bargaining unit employee is assigned to fill in for the Supervisor, the employee shall be paid an additional \$2.00 per hour. Such higher rates shall not apply to work assignments of less than four (4) hours duration.

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.

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.

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 – Cell Phones. The town of Sherman Cell Phone Policy shall apply to all unit employees.

Section 13.12 – The Town shall provide employees with (1) pair of work shoes per year up to two hundred fifty (\$250.00) per pair. Employees shall wear such work shoes at all times while working, unless otherwise authorized by the supervisor. Employee will submit a copy of receipt for reimbursement.

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.

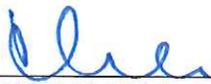
ARTICLE XV – DURATION

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 23 day of March, 2017.

TOWN OF SHERMAN

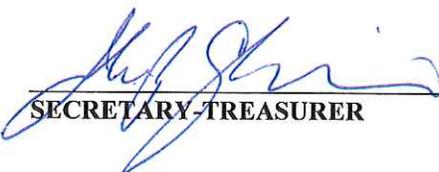
TEAMSTERS LOCAL NO. 677



FIRST SELECTMAN



BUSINESS AGENT



SECRETARY-TREASURER