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Contract Database Metadata Elements

Title: **Franklin, Town of and International Brotherhood of Teamsters (IBT), Local 687 (2007)**

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Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

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BC/8244 ORIGINAL

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 27 2009

ARTICLES OF AGREEMENT

By and Between

ADMINISTRATION

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York
13676

and

TOWN OF FRANKLIN

PO BOX 73
VERMONTVILLE, NEW YORK
12989

EFFECTIVE: JANUARY 1, 2007

EXPIRATION: DECEMBER 31, 2009

8

TABLE OF CONTENTS

NUMBER	ARTICLE	PAGE
	TABLE OF CONTENTS	2
	DEFINITION	3
	PREAMBLE	4
1.	Recognition & Scope	4
2.	Saving and Separability Clause	4
3.	Union Security	4
4.	Inspection Privilege	5
5.	Management Rights	5
6.	Bulletin Boards	6
7.	Probationary Period and Seniority	6
8.	Job Stewards	6
9.	Arbitration and Grievance Procedure	7
10.	Disciplinary Action	8
11.	Examinations	9
12.	Mutual Interest	9
13.	Non Discrimination Clause	9
14.	Declaration of Pledge No Strike Policy	10
15.	Resolution of Deadlocks in Collective Bargaining	10
16.	Defective Equipment	10
17.	Holidays	10
18.	Vacations	11
19.	Funeral Leave	12
20.	Sick Leave	13
21.	Personal Time	13
22.	Jury Duty	13
23.	Military Leave	14
24.	Clothing Allowance	14
25.	Extra Contract Agreements	14
26.	Health and Hospital Insurance	14
27.	Pension and Retirement	15
28.	Wages and Hours of Work	15
29.	Zipper Clause	16
30.	Legislative Approval	17
31.	Duration of Contract	17

DEFINITIONS:

Days - shall mean calendar days unless otherwise specified in this Agreement.

Employee(s) - shall mean a member of the bargaining unit who is a regular employee working full-time with a forty (40) hour workweek.

Employer – shall mean the Town of Franklin, a municipal corporation authorized to exercise governmental powers under the laws of the State of New York.

Legislative Body – shall mean the Town of Franklin Town Board

Highway Superintendent – shall mean the chief executive officer for Town employees employed in the Town Highway Department.

Immediate Family – shall mean parents, wife, husband, children, brother, or sister, and parents-in-law.

Workday – shall mean eight (8) or ten (10) hours depending on a four (4) or five (5) day workweek, Monday through Friday.

PREAMBLE:

This Agreement made this 7th day of December, 2006, by and between the TOWN OF FRANKLIN, P.O. Box 73, Vermontville, New York (hereinafter called the "EMPLOYER), and TEAMSTERS LOCAL UNION 687 affiliated with the International Brotherhood of Teamsters, (hereinafter called the "UNION").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department employees in work classifications covered by this Agreement for the purpose of collective bargaining. The work classifications so covered are indicated in Article 25, Section 1. The Employer shall grant the Union unchallenged representation status in accordance with §208 of the New York State Civil Service Law.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSES

Section 2.1: If any article of this Agreement or any riders thereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been invalid, or to which compliance with or enforcement has been restrained, shall not be affected thereby.

Section 2.2: If any article or section is held invalid and is a mandatory subject of bargaining, or enforcement of or compliance with any article or section has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

Section 3.1: Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an Employee because of his/her membership or non-membership in the Union.

Section 3.2: The Local Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regards to whether or not an Employee is a member of the Local Union. The terms of this Agreement have been made for all Employees in the bargaining unit. Accordingly, it is fair that each Employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits in this Agreement.

Section 3.3: In accordance with the policy set forth under subparagraphs (1) and (2) of this section, all employees, shall pay to the Local Union, the Employee's exclusive collective bargaining representative, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular annual dues which shall be known as an "Agency Fee." The Union shall establish a rebate procedure for that portion of the agency fee that is used for political purposes. The Employer shall not deduct an Agency Fee until the Union has provided satisfactory proof that it has a rebate procedure as required in Article XIV of the Civil Service Law. Employees shall not have any Agency Fees or Union dues deducted until thirty-one (31) days following their initial appointment.

Section 3.4: A new Employee may be discharged or disciplined in the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures up to the time he/she has successfully completed his/her probationary period

Section 3.5-. The Employer agrees to make payroll deductions for regular monthly dues when properly authorized or for an agency fee and shall remit these amounts to the Union not later than the end of the month in which deductions were made. Deductions shall be limited to once per month.

Section 3.6 – The Union and the employees agree to hold the Employer, its agents, and assigns harmless for any and all deductions taken out of employees' paychecks in accordance with the terms of this Agreement.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the employee's worksite during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement's being adhered to; provided, that said access does not interfere with the duties and job responsibilities of any of the employees.

ARTICLE 5: MANAGEMENT RIGHTS

Section 5.1: The Union recognizes the right of the Employer to make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety an/or effective operation of the facilities and work sites, and after advance notice thereof to the Employees, to require compliance therewith by Employees, is recognized.

Section 5.2: The Employer, retains the sole right to manage its business, except as expressly limited by this Agreement and/or by applicable law.

ARTICLE 6: BULLETIN BOARDS

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 7: PROBATIONARY PERIOD AND SENIORITY

Section 7.1: The probationary period for new hires shall be twenty-six (26) weeks. In the event of promotion for an employee who had previously successfully completed his/her probationary period, it shall be twelve (12) weeks. At the discretion of the Town, a new hire may be evaluated after serving twelve (12) weeks in his/her position to determine if the remaining fourteen (14) weeks of probation will be waived. If the Town decides to waive the remaining fourteen (14) weeks, the employee will immediately be eligible for health insurance coverage and will immediately receive the increase in hourly rates that is otherwise available at the successful completion of his/her probationary period.

Section 7.2: The principles of seniority shall prevail at all times. In case of layoff, Employees shall be laid off in reverse order of seniority, provided a more senior Employee is qualified to replace the laid off Employee.

Section 7.3 The Employer shall furnish the Union a Seniority List upon request of the Union, not more often than once every calendar year.

Section 7.4: An Employee who works for the Town for a period of time, who then is involuntarily separated from Town service by virtue of a layoff and subsequently is recalled to Town employ within six (6) months of said layoff, shall have the prior period of work counted for determining length of service upon completion of the probationary period.

Section 7.5: This Agreement shall not apply to seasonal Employees hired for a maximum period of one hundred twenty (120) days. The Employer will not utilize seasonal Employees to reduce the permanent staffing covered by this Agreement.

Section 7.6: Leaves of absence from the bargaining unit may be granted at the sole discretion of the Employer. Applications for leaves of absence must be made in writing to the Employer, and the granting of such leaves of absence must be in writing.

ARTICLE 8: JOB STEWARDS

Section 8.1: The Employer recognizes the right of the Union to designate a Shop Steward for the purpose of representing the Union and its bargaining unit employees.

Section 8.2: The authority of the Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- A) The investigation and presentation of grievance in accordance with the provisions of Article 10 of this Agreement.
- B) The transmission of such messages and information which shall originate with, and are authorized by, the Union provided such message and information,
 - 1. Have been reduced to writing or
 - 2. If not reduced to writing are of a routine nature and do not involved refusal to perform work assignments.

Section 8.3: Any Employee who participates in an unauthorized work stoppage, slowdown, or other illegal acts is subject to discipline action.

ARTICLE 9: ARBITRATION AND GRIEVANCE PROCEDURE

Section 9. 1: In the event that a dispute should arise between the Union and the Employer and/or the Highway Superintendent over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately and in accordance with the provisions provided herein:

STEP 1: MEETING WITH THE HIGHWAY SUPERINTENDENT:

A meeting shall be held between the aggrieved Employee (with or without the Shop Steward) and the Highway Superintendent within five (5) days of the incident giving rise to the complaint. If the matter is not resolved within five (5) workdays days of the meeting and the aggrieved party wishes to continue the grievance process, s/he must appeal to Step 2 by providing the Highway Superintendent with a written statement identifying the conditions and events upon which the grievance is based, the date the condition/event occurred, and the Article of the Agreement claimed to have been violated within five (5) workdays days after the meeting with the Highway Superintendent.

STEP 2: WRITTEN DECISION BY HIGHWAY SUPERINTENDENT:

Within five (5) workdays days after the appeal, the Highway Superintendent shall issue a written decision to the Employee . Should the Union wish to continue the grievance process, it must appeal to Step 2 by providing the Town Supervisor with a copy of the written grievance. within ten (10) workdays after the Step 1 decision.

STEP 3: APPEAL TO THE TOWN BOARD:

Within ten (10) workdays from the receipt of the appeal from Step 1, the

Town Board shall consider the grievance and provide a written response to the Union within ten (10) workdays after it has given the appeal its consideration.

Section 9.2: The time limits as set forth in this Article may be extended by written mutual agreement. Failure by the Employee and/or the Union to proceed in a timely fashion shall be considered a withdrawal of the grievance on its merits. Failure by the Highway Superintendent or the Town Board to respond in a timely fashion shall allow the Union to proceed to the next step of the grievance procedure.

Section 9.3: ARBITRATION

If any grievance or dispute is not satisfactorily settled within ten (10) workdays after receipt of the Town Board's decision, the grievance may be submitted by either party to a staff arbitrator from the New York State Board of Mediation for final and binding decision. The powers of the arbitrator shall be limited to interpretation of the Articles contained in this Agreement. The decision of the arbitrator shall be final and binding upon the parties to this Agreement. The fees and expenses of the arbitrator shall be split equally between the Union and the Employer.

Section 9.4: The time limits as set forth in this Article may be extended by written mutual agreement. Failure by the Employee and/or the Union to proceed in a timely fashion shall be considered a withdrawal of the grievance. Failure by the Highway Superintendent or the Town Board to respond in a timely fashion shall allow the Union to proceed to the next step of the grievance procedure.

ARTICLE 10: DISCIPLINARY ACTION

Section.10.1: An Employee in a non-competitive or laborer position who has successfully completed his/her probationary period shall not be disciplined except for just cause.

Section 10.2: Should the Employer wish to institute discipline against an Employee, said employee shall first be provided with written notice of the charge(s) against him/her. If the Employer deems that the Employee's continued presence on the job poses a job related problem, the Employer may immediately place the Employee on administrative leave with pay until formal written charges have been filed.

Section 10.4: Once the Employee has been provided with written charges, s/he may request an opportunity to respond to the charges prior to the imposition of discipline provided that the request to respond must be in writing and must occur within two (2) days of the filing of the charges. If the employee chooses to respond in writing, s/he must do so within eight (8) days from the receipt of the charges. If the Employee wishes to discuss the matter directly with the Employer, the Employer shall arrange for a meeting to take place within eight (8) days from the issuance of the charges.

Section 10.5: Once the Employee has been provided the opportunity to respond to the charges or has otherwise waived the right to respond to the charges, the Employer may impose discipline. The Union may then appeal the disciplinary action to Step 2 of the grievance procedure.

Section 10.6: All Employees shall, as a condition of employment, adhere to the provisions of the Town of Franklin Drug and Alcohol Policy. Employees who test positive or who by virtue of refusing testing are considered positive shall upon notification by the Town Supervisor or his/her designee, report to the substance abuse professional within seven (7) calendar days. Failure to report within the designated time may result in discipline up to and including termination. Violations of the Drug and Alcohol Policy could lead to discipline up to and including dismissal.

ARTICLE 11: EXAMINATIONS

Section 11. 1: Physical, mental or other examinations required by the Employer shall be promptly complied with by all Employees, provided, however, the Employer shall pay for all such examinations.

Section 11.2: The Employer may request a routine physical examination every year with the cost paid by the Town of Franklin.

ARTICLE 12: MUTUAL INTEREST

The Union and the Employees agree that they will at all times further the interest of the Employer as fully as it be in their power to do so. It is in the best interest of the Employer, the Union, and the employees that a safe and healthy work environment be provided and maintained. It is the responsibility of all to maintain a clean, safe and orderly work area and to correct or report unsafe conditions or equipment to the Highway Superintendent or the Town Supervisor.

ARTICLE 13: NON-DISCRIMINATION CLAUSE

Section 13. 1: The Employer and the Union agree not to discriminate against any individual because of such individual's race, color, creed, sex, national origin, marital status, sexual orientation, disability, military status, or age, nor will they limit, segregate or classify in any way to deprive any individual of employment opportunities because of race, color, creed, sex, national origin, marital status, sexual orientation, disability, military status or age.

Section 13.2: The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership or non-membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 14: DECLARATION OF PLEDGE OR NO STRIKE POLICY

Section 14.1: In consideration of the recognition of the Employer that the Union is the sole and exclusive representatives of the Employees, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any such strike by the Employees, nor will it impose any obligations on said Employees to conduct, assist or participate in a strike

Section 14.2: It is understood and agreed that no Employees of the Employer nor the Union shall engage in a strike, nor shall either the Employer or the Union cause, instigate, encourage or condone a strike or lockout or concerted action.

ARTICLE 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

Section 15.1: The parties agree to conduct meetings for the purposes of collective bargaining during the period of one hundred twenty (120) days prior to any fiscal budget years for the purposes of attempting to mutually agree upon amendments to this Agreement. Should the Union desire to negotiate a successor agreement, it shall notify the Employer by July 1, of the last year of the Agreement.

Section 15.2: In the event of an impasse, the parties hereby agree to submit the unresolved issues to the Public Employment Relations Board for mediation and/or fact finding.

ARTICLE 16: DEFECTIVE EQUIPMENT

Section 16. 1: The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating conditions as determined by the Highway Superintendent or equipped with the safety appliances prescribed by law.

Section 16.2: The Town agrees to implement an equipment deficiency report procedure. Unsafe equipment, vehicles or procedures shall be corrected or reported to the Highway Superintendent as soon as possible.

ARTICLE 17: HOLIDAYS

Section 17.1: Employees shall be paid, as hereinafter provided, for New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day; and a floating holiday to be taken at a time agreed upon between the employee and the Highway Superintendent provided they meet all of the following:

- A. The Employee has successfully completed 60 days of work as of the date of the holiday.

- B. The Employee must have worked his last scheduled workday preceding and his first scheduled workday succeeding the holiday, unless absent because of an work-related accident for which the Employee receives workers' compensation; however, an Employee not able to report on either or both of these days because of proven sickness, death in the immediate family, proven accident or a medical emergency in the Employee's immediate family necessitating the presence of the Employee shall be entitled to holiday pay provided all other requirements of this Article are met.
- C. Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay.
- D. Laid off and furloughed Employees shall not be eligible for holiday pay.

Section 17.2: Eligible Employees who do not work on a holiday shall receive eight (8) hours pay at their regular straight time hourly rate.

Section 17.3: Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one half (1 1/2) for the hours actually worked.

Section 17.4: When one of the above specified holidays falls within an eligible Employee's approved vacation period and he is absent from work during the regularly scheduled work week because of such vacation, he shall be paid for the holiday.

Section 17.5: The Town will follow the practice of the State relative to holidays that fall on a Saturday or Sunday (that is if the State recognizes Saturday holiday on Friday, then so does this contract etc.).

ARTICLE 18: VACATIONS

Section 18.1: Employees who have been in the employ of the Employer for a period of one (1) year, shall receive one (1) week's vacation with pay for forty (40) hours at the straight time rate.

Section 18.2: Employees who have been in the employ of the Employer for a period of two (2) years or more shall receive two (2) weeks' vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

Section 18.3: Employees who have been in the employ of the Employer for a period of seven (7) years or more shall receive three (3) weeks' vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

Section 18.4: Employees who have been in the employ of the Employer for a period of eleven (11) years shall receive sixteen (16) days vacation with pay at straight time.

Section 18.5: Employees will receive one (1) additional day for vacation for each additional year of service until they reach a maximum of twenty (20) days vacation after fifteen (15) years of service with pay at straight time.

YEARS OF SERVICE	VACATION ENTITLEMENT
1	1 Week
2 thru	2 Weeks
7 thru 10	3 Weeks
11	16 DAYS
12	17 Days
13	18 Days
14	19 Days
19 DAYS	
15 thru 20	20 Days
21	21 Days
22	22 Days
23	23 Days
24	24 Days
25	25 Days
Over 25	25 Days

Section 18.6: Employees reaching twenty one (21) years of service shall receive one (1) additional day of vacation for each additional year of service until they reach a maximum of twenty-five (25) days after twenty-five (25) years of service with pay at straight time.

Section 18.7: Vacations shall be given in accordance with length of service insofar as selecting the weeks for vacation. A vacation schedule may be posted and weeks signed for by each Employee. A copy of the schedule shall be posted on the bulletin board. The Highway Superintendent may limit the number on vacation to one person at a time.

Section 18.8: Vacation days may be taken one (1) day at a time with a twenty-four (24) hour notice to the Highway Superintendent and upon his/her approval, however, an employee may call in before the start of his or her shift in proven emergency and use one (1) day of vacation upon approval of the Highway Superintendent.

ARTICLE 19: FUNERAL LEAVE

In the event of a death in an Employee's immediate family, an Employee shall be paid in full for the time lost, not to exceed three (3) working days.

ARTICLE 20: SICK LEAVE

Section 20.1: The sole purpose of this provision is to provide sick leave for those

employees who suffer from a personal illness and/or injury and are unable to perform their job function except that sick leave may be utilized for a serious illness or injury in an employee's immediate family and for doctor and dental appointments for the employee. Any employee who claims sick leave under false pretenses may be subject to immediate disciplinary action. Employees are entitled to twelve (12) days of sick leave per annum based on accruing one (1) day per month provided the employee works at least eleven (11) days in a month including paid leave.

Section 20.2: The Employees may accumulate sick leave up to one hundred sixty-five (165) days.

Section 20.3: The Highway Superintendent may require a physician's statement if he/she believes the employee is not sick or when an employee has been out sick more than three (3) consecutive days.

ARTICLE 21: PERSONAL TIME

21.1: The purpose for personal leave is to provide employees up to five (5) days off each year for conducting personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use would be for important family matters, conducting personal legal affairs and conducting personal business matters. Except for new employees, the time will be granted on January 1 of each year. For new employees, the time will be accrued on a monthly basis at the rate of ½ day per month until five (5) days have been accrued. Time not used will not be carried over to the next year. Personal time may not be used until the employee has completed twelve (12) weeks of employment.

21.2: Personal leave must be approved by the employee's Department Head Highway Superintendent and, except in the case of emergencies requiring the employee's presence, will not be granted if such absence will interfere in the proper conduct of governmental functions necessitating the presence of the employee. Requests for personal leave shall be made to the Highway Superintendent as soon as possible with at least twenty-four (24) hours notice, except in the case of an emergency.

21.3: Any Employee who desires time off for personal leave shall give the Highway Superintendent twenty four (24) hours notice when reasonably possible.

ARTICLE 22: JURY DUTY

The Employer agrees to pay regular wages for Employees serving jury duty. All monies received from jury duty will be returned to the Town immediately, except for mileage.

ARTICLE 23: MILITARY LEAVE

Military leave, including all benefits associated with military leave, will be determined in accordance with applicable Federal and State Law.

ARTICLE 24: CLOTHING ALLOWANCE

Each Employee shall receive an annual clothing allowance of up to \$150.00 to be paid based on actual receipts submitted.

ARTICLE 25: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any individual agreement or contract with any of its Employees, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 26: HEALTH AND HOSPITAL INSURANCE

Section 26:1 The Employer shall continue to provide health insurance coverage. Those Employees eligible will be covered by the Teamsters New York State Council Health and Hospital Fund. The laborers will be covered by the Health Insurance on the same basis as the MEO'S. Effective January 1, 2007, single coverage is \$103.45 per week; two person coverage is \$195.55 per week; family coverage is \$264.55 per week. Effective January 1, 2008, single coverage is \$116.55 per week; two person coverage is \$221.45 per week; family coverage is \$300.15 per week. Effective January 1, 2009, single coverage is \$131.60 per week; two-person coverage is \$251.20 per week; family coverage is \$341.00 per week.

Section 26:2 Effective October, 2004, all Employees except those hired after December 31, 2000, will be required to pay 10% of the premium cost for health insurance through December 31, 2004. Effective January 1, 2005, these same employees will be required to pay 12.5% of the premium cost for health insurance through December 31, 2005. Effective January 1, 2006, these same employees will be required to pay 15% of the premium cost for health insurance through December 31, 2006. Employees hired after December 31, 2000, will be required to pay 15% of the premium cost for health insurance.

Section 26:3 Cafeteria Plan - The Town will also offer a full-flex Cafeteria Plan as allowed under Section 125 of the Internal Revenue Code (IRC) whereby employees could opt for:

(A) A Premium Conversion or Premium Only Plan (POP) which would allow those employees who pay for a portion of their health insurance to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;

(B) A Flexible Spending Account (FSA) whereby employees could place pre-tax dollars into an account which would be used for qualified medical expenses (unreimbursed medical expenses) as allowed under Section 125 of the IRC (minimum of \$10 per pay period and maximum of \$45 per pay period);

(C) A Dependent Care Account (DCA) whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC:

Section 26.4: The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement.

ARTICLE 27: PENSION AND RETIREMENT

Any future hires must join the State Pension System. Furthermore, the current active Employees will also be offered the opportunity to join the State Pension System.

ARTICLE 28: WAGES AND HOURS OF WORK

Section 28. 1:	RATE/HOUR		
Classification	Effective	Effective	Effective
Date of Execution	1/1/07	1/1/08	1/1/09
MEO	\$14.00	\$14.49	\$15.00
Probation	\$13.44	\$13.91	\$14.40
MEO/Mechanic	\$15.00	\$15.49	\$16.00
Laborers*	\$9.09	\$9.41	\$9.74

*(Note: Laborers remain on the Laborer pay scale and do not move up to the MEO scale.)

Section 28.2: The payroll week is a fourteen (14) day period beginning Sunday 12:01 AM. The normal work-week for an employee shall be forty (40) hours consisting of five (5) consecutive days, excluding Sunday.

Section 28. 3: The Employer shall have the right to change the present working schedules whenever necessary to insure orderly operation or to provide for unusual conditions.

Section 28.4: The Employer will provide one (1) week's notice for any permanent change in an Employee's work schedule.

Section 28.5: All work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid at time and one half (1.5x), except as otherwise provided herein. Sick time shall not be considered time worked for purposes of computing overtime. When working scheduled ten (10) hour days and forty (40) hours per week, all

work performed in excess of ten (10) hours per day and forty (40) hours per week shall be paid at time and one half (1.5x).

Section 28.6: An Employee who has left the job and is called back in shall receive a minimum of two (2) hours pay at the overtime rate except that this shall not apply to an employee called in before the beginning of his/her shift. In such cases, the employee may leave work after completing eight (8) hours upon the mutual agreement of the employee and the Highway Superintendent.

Section 28.7: The Employer must give all Employees laid off one (1) week's notice, or one (1) week's pay, after the Employee has been continuously employed for a period of twenty-six (26) weeks or more, except in the case of an emergency, such as fire, flood, storm, explosion, power failure and except in case of other causes not reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

Section 28.8: A time clock provided by the Employer shall be used for keeping the time and attendance of Employees. Each employee shall comply with the policies and procedures adopted by the Town Board for the use of the time clock. No person may enter data into the time clock, except the person to whom the data pertains. Each employee shall sign his/her time sheet to attest to the accuracy of the hours he/she has worked and the accuracy of the hours for which leave under this Agreement has been granted.

Section 28.9: As soon as administratively feasible, the Employer will provide each Employee a continuing updating of his/her leave time for each pay period.

ARTICLE 29: ZIPPER CLAUSE

This Agreement is not subject to amendment, alteration, deletion or addition except by written agreement by and between the Employer and the Union. The waiver of any breach of a term or condition of this Agreement by either party shall not constitute a past practice or constitute a precedent in the enforcement of all the terms and conditions of employment contained herein. The Union acknowledges that it had the unlimited opportunity to make demands and proposals respecting mandatory subjects of bargaining and the agreements reached as set forth herein were arrived at after the full exercise of that right. The Employer shall not be obligated to enforce other terms and conditions of employment not specifically contained herein except as may be required by law. It is further understood and agreed that, for the term of this Agreement, the Union and the Employer will not engage in any further negotiations except on the mutual written consent of the parties.

ARTICLE 30 LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 31: DURATION OF CONTRACT

THIS AGREEMENT shall continue in full force and effect from January 1, 2007 to and including December 31, 2009, and thereafter from year to year, unless altered or terminated after said period, or any agreement period thereafter, at the option of either party, by giving notice by July 1, of the last year of the Agreement in writing to the other party prior to any termination date.

IN WITNESS THEREOF we have hereinunder affixed our signature this 28 day of December, 2006.

TEAMSTERS LOCAL UNION 687

Michael E. Matthews

Business Agent

Eric T. Merrill

Shop Steward

THE TOWN OF FRANKLIN

Mary Ellen Keith

Supervisor