



Cornell University  
ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Franklin, Town of and International Brotherhood of Teamsters (IBT), Local 687 (2001)**

Employer Name: **Franklin, Town of**

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

Local: **687**

Effective Date: **01/01/01**

Expiration Date: **12/31/03**

PERB ID Number: **8244**

Unit Size: **8**

Number of Pages: **15**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

ORIGINAL

8244\_12312003

Franklin, Town Of And Teamsters  
Local 687 (Highway Dept)

$\frac{1740}{26305}$   $\frac{To}{BC}$

006262410

ARTICLES OF AGREEMENT

By and Between

TEAMSTERS LOCAL 687

14 ELM STREET  
POTSDAM, NEW YORK  
13676

and

TOWN OF FRANKLIN

P.O. BOX ~~75~~ 209  
VERMONTVILLE, NEW YORK  
12989

EFFECTIVE: JANUARY 1, 2001

EXPIRATION: DECEMBER 31, 2003

**RECEIVED**

OCT 02 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

8

## INDEX

NUMBER	ARTICLE	PAGE
	PREAMBLE	1
1	Recognition & Scope	1
2	Savings and Separability Clause	1
3	Union Security	1
4	Inspection Privileges	2
5	Management Rights	2
6	Bulletin Boards	3
7	Seniority	3
8	Job Stewards	4
9	Arbitration and Grievance Procedure	4
10	Disciplinary Action	5
11	Examinations	5
12	Mutual Interest	6
13	Non Discrimination Clause	6
14	Declaration of Pledge/No Strike Policy	6
15	Resolution of Deadlocks in Collective Bargaining	6
16	Defective Equipment	7
17	Violation of Town Rules	7
18	Holidays	7
19	Vacations	8
20	Funeral Leave	9
21	Sick and Personal Days	9
22	Extra Contract Agreements	10
23	Health and Hospital Insurance	10
24	Pension and Retirement	10
25	Wages and Hours of Work	11
26	Duration of Contract	12

26305 / 1740

Please Note: Town of Franklin, P.O. Box 209, Vermontville, N.Y. 12989

TOWN OF FRANKLIN  
December 4, 2000

**PREAMBLE**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, 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.

**ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSES**

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 in compliance with or enforcement of any Article of section 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. In the event any article or section is held invalid, or enforcement of or compliance with any 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 drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an Employee as regards such matters.

Section 3.2: Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. 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.

TOWN OF FRANKLIN  
December 4, 2000

Section 3.3: In accordance with the policy set forth under subparagraphs (1) and (2) of this section, all employees, shall, as a condition of contained employment, 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 and usual initiation fees, and its regular and annual dues. The Union shall establish a rebate procedure for that portion of the agency fee that is used for political purposes.

For the present Employees, such payments shall commence thirty one (31) days following the effective date of the execution of this Agreement, which ever is the later, and for new Employees the payments shall start thirty one (31) days following the date of employment.

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 has been placed on the seniority list.

Section 3.5: The Employer agrees to make payroll deductions for regular monthly dues when properly authorized by the Employee and shall remit same to the Union not later than the end of the month in which deductions were made. Deductions shall be limited to once per month.

**ARTICLE 4: INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees and ascertaining that the Agreement's's being adhered to; provided, however, that there is not interruption of the Employer's working schedule.

**ARTICLE 5: MANAGEMENT RIGHTS**

Section 5.1: The right of the Board to make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose 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 Town Board retains the sole right to manage its business, including the right to decide the number and location of work facilities and sites, the machine and tool equipment, the work to be done, the method of work, the schedules of work, the process of working together with all designing, engineering, and the control of all supplies and materials to be used, to maintain order efficiency in its work area and operations, to hire, layoff, assign, transfer and promote Employees, and all other rights and prerogatives governing the exercise only to such regulations and restrictions covering the exercise of these rights as are expressly provided in this Agreement.

TOWN OF FRANKLIN  
December 4, 2000

**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: SENIORITY**

Section 7.1: The principles of seniority shall prevail at all times. In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority, providing the senior Employee is qualified to replace the laid off Employee.

Section 7.2: After working sixty (60) days, a new Employee shall be placed on the regular seniority list as of his first (1st) day of work. It is understood that the Employer shall use no subterfuge to prevent a new Employee from working sixty (60) days as soon as possible. In case of discipline within a sixty (60) day period, the Employer shall notify the Union in writing.

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: Any full time employee who is absent because of proven illness or injury shall accumulate his seniority for not more than two (2) years, provided, however, that he must report his availability for work within three (3) days after the termination of such proven illness or injury and must give the Employer notice of his availability to work not less than one (1) week before returning to work, plus, doctor's statement to prove sickness and ability to return to work.

Section 7.5: The provision of this contract shall not apply to seasonal Employees hired for a maximum period of one hundred twenty (120) days. The Town of Franklin 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 for not more than sixty (60) days, and when so granted, the Employee, when he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing to the manager of the Employer, and the granting of such leaves of absence must be in writing and a copy furnished to the Union.

**ARTICLE 8: JOB STEWARDS**

Section 8.1: The Employer recognizes the right of the Union to designate a Shop Steward.

TOWN OF FRANKLIN  
December 4, 2000

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: The Local Union shall not be liable for any illegal acts of its Steward in violation of this contract or applicable statutes. 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 any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately and in the following manner:

- STEP 1: Between the aggrieved Employee (with or without the Shop Steward) and the immediate Supervisor. A written statement of the difference or dispute must be filed within five (5) days of the incident giving rise to complaint. If no satisfactory agreement is reached withing five (5) days then
- STEP 2: Between the Union's Business Representative and the Employer. If no satisfactory agreement is reached within an additional five (5) days the following procedure shall apply.
- STEP 3: If the grievance is not resolved in Step 2 the grievance shall be appealed in writing to the Town Board of the Town of Franklin at their next scheduled board meeting. A written reply shall be mailed or delivered by the seventh (7th) calendar day following the review of the grievance.



TOWN OF FRANKLIN

December 4, 2000

Section 9.2: ARBITRATION

If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to a staff arbitrator from the New York State Board of Mediation for final and binding decision.

Section 9.3: The time limit as set forth in this Article may be extended by mutual agreement.

ARTICLE 10: DISCIPLINARY ACTION

Section 10.1: The Employer shall not discharge, nor suspend any Employee without just cause. In all cases involving the discharge or suspension of any Employee, the Employer must immediately notify the Employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Steward within five (5) days.

Section 10.2: Any Employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

Section 10.3: 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 a government body or 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 reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an Employee, have said Employee reexamined at the Union's expense. If the two (2) physicians disagree, they shall mutually agree upon a third (3rd) physician whose decision shall be final and binding. The expense of the third (3rd) physician shall be equally divided by the Employer and the Union.

SECTION 11.3: The Employer may request a routine physical examination every year with the cost paid by the Town of Franklin.

TOWN OF FRANKLIN  
December 4, 2000

**ARTICLE 12: MUTUAL INTEREST**

The Union, as well as the Employee members thereof, shall 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 all, the Town, 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 their supervisor.

**ARTICLE 13: NON-DISCRIMINATION CLAUSE**

Section 13.1: The Employer and the Union agree not to discriminate against any individual with respect to compensations, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin 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 or the Union as the sole and exclusive representatives of the Employee, 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.

Section 15.2: The parties hereby agree that an impasse of such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget.

**TOWN OF FRANKLIN**

**December 4, 2000**

**Section 15.3:** In the event of an impasse, the parties hereby agree to submit the unresolved issues to the Public Employees 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: VIOLATION OF TOWN RULES**

The Employer agrees to provide the Steward with a copy of disciplinary action taken against an Employee involving a written reprimand, suspension or termination. The written copy shall specify the reason for the action.

**ARTICLE 18: HOLIDAYS**

**Section 18.1:** 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; provided they meet all of the following eligibility rules;

- A. The Employee has seniority as of the date of the holiday.
- B. The Employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the Employee receives workman's compensation; however, an Employee not able to report because of proven sickness, death in the immediate family or proven accident shall be entitled to Holiday Pay.
- 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.

TOWN OF FRANKLIN  
December 4, 2000

Section 18.2: Eligible Employees shall receive eight (8) hours pay for each holiday specified not worked at their regular straight time hourly rate.

Section 18.3: Employees eligible for Holiday Pay who work on the holiday shall receive, in addition to Holiday Pay, time and one half (1 ½) for the hours actually worked.

Section 18.4: 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 18.5: The Town will follow the practice of the State relative to holidays that fall on Saturday or Sunday (that is if the State recognizes Saturday Holiday on Friday, then so does this contract, etc.).

**ARTICLE 19: VACATIONS**

Section 19.1: All regular 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 19.2: All regular 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 19.3: All regular 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 19.4: All regular 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. 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.

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
11	16 DAYS
12	17 DAYS
13	18 DAYS
14	19 DAYS
15 thru 20	20 DAYS

TOWN OF FRANKLIN  
December 4, 2000

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..

Section 19.5: 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 Town may limit the number on vacation to one person.

Section 19.6: Vacation days may be taken one (1) day at a time with a twenty four (24) hour notice to the Highway Superintendent; however, an employee may call in before the start of his or her shift in proven emergency and use one (1) day of vacation.

**ARTICLE 20: FUNERAL LEAVE**

In the event of a death in an Employee's immediate family, namely parents, wife, husband, children, brother, or sister, and parents-in-law; an Employee shall be paid in full for the time lost , not to exceed three (3) working days.

**ARTICLE 21: SICK AND PERSONAL DAYS**

Section 21.1: The Employee shall receive eleven (11) sick days and four (4) personal days each year of the contract. Effective the second (2) year of the contract (1/1/2002) employees will receive an additional personal day for a total of five (5) personal days. Effective the third (3) year of the contract (1/1/2003) employees will receive an additional sick day for a total of twelve (12) sick days.

Section 21.2: The Employees may accumulate sick leave up to thirty (30) days to be used for sick leave only with required physician's statement.

Section 21.3: The Employer may require a physician's statement if an employee is out sick more than four (4) consecutive days.

Section 21.4: Any Employee who desires time off for personal leave shall give the Highway Superintendent twenty four (24) hours notice when reasonably possible.

Section 21.5: Employer agrees that for each three (3) days of unused sick leave, the Employee shall receive one (1) bonus day off, to be used at the Employee's discretion. (Example - If an Employee who earns ten (10) days of sick leave this year and has three (3) remaining at the end of December, that Employee shall be allowed to accrue three (3) days plus receive one (1) bonus day off. Seniority will rule when more than one (1) Employee wants the same day off. Bonus days earned in any year must be taken by August 31st of the following year.

**TOWN OF FRANKLIN**

**December 4, 2000**

Section 21.6: 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 22: EXTRA CONTRACT AGREEMENTS**

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

**ARTICLE 23: HEALTH AND HOSPITAL INSURANCE**

The Employer shall continue to provide health insurance coverage. Those Employees eligible in the Department of Highways of the Town of Franklin 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 1/1/01 the Town will have a 3 tier insurance plan of single coverage at \$55.00 per week/\$13.75 per day; 2 person coverage at \$108.00 per week/\$27.00 per day; family coverage at \$151.00 per week/\$37.75 per day. Effective 1/1/2002 the Town will have a 3 tier insurance plan of single coverage at \$57.00 per week/\$14.25 per day; 2 person coverage at \$111.00 per week/\$27.75 per day; family coverage at \$156.00 per week/\$39.00 per day. Effective 1/1/2003 the Town will have a 3 tier insurance plan of single coverage at \$58.00 per week/\$14.50 per day; 2 person coverage at \$113.00 per week/\$28.25 per day; family coverage at \$159.00 per week/\$39.75 per day.

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.

New employees hired after December 31, 2000 will be required to contribute 15% of the cost of the health insurance.

**ARTICLE 24: PENSION AND RETIREMENT**

The MEO and Laborer I.R.A. contribution will be \$52.00 every two (2) weeks not to exceed \$1352.00, unless a layoff situation occurs. The contribution applies to hours worked. Thus the amount will be pro-rated in accordance with the actual regular hours worked including paid vacation, personal or funeral time. Unpaid time off, sick or disability leave or workmen's compensation will have their IRA suspended until they return to actual work status.

Any future hires must join the State Pension System, but not the I.R.A. Pension Plan. Further the current active Employees will also be offered the opportunity to join the State Pension System, should

TOWN OF FRANKLIN  
December 4, 2000

they choose, as well. However, the current Employees must choose between the I.R.A. or the State Pension Plan.

**ARTICLE 25: WAGES AND HOURS OF WORK**

Section 25.1:	RATE/HOUR		
CLASSIFICATION	Effective 1/1/01	Effective 1/1/02	Effective 1/1/03
MEO	\$11.85	\$12.10	\$12.35
MEO per Diem or Probation	\$11.35	\$11.60	\$11.85
John Swinyer	\$8.72	\$8.97	\$9.22
Laborers*	\$ 7.50	\$ 7.75	\$ 8.00

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

Section 25.2: The payroll week is a fourteen (14) day period beginning Monday 12:01 AM. The normal work week for an employee shall be forty (40) hours consisting of five (5) consecutive days, excluding Sunday.

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

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

Section 25.3: 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 ½). 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 1/2). Premium time shall not be paid for more than once.

Section 25.4: An Employee who has left the job and is called back in shall receive a minimum of two (2) hours pay at the straight time rate.

TOWN OF FRANKLIN

December 4, 2000

Section 25.5: 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 sixty (60) days 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 25.6: A time clock shall be used for the time keeping of Employees.

ARTICLE 26: CLOTHING ALLOWANCE

Each man shall receive an annual clothing allowance of \$100.00 to be paid during the first pay period of January.

ARTICLE 27: DURATION OF CONTRACT

THIS AGREEMENT shall continue in full force and effect as a three (3) year agreement from January 1, 2001 to and including December 31, 2003, and thereafter from year to year, unless altered or terminated after the said period, or any agreement period thereafter, at the option of either party, by giving an one hundred twenty (120) day notice in writing to the other party prior to any termination date.

IN WITNESS THEREOF...we have hereunto affixed our signature this 27<sup>th</sup> day of December, 2000.

TEAMSTERS LOCAL UNION 687

Michael E. Matthews  
Business Agent

James Lascor  
Shop Steward

THE TOWN OF FRANKLIN

Wendy M. Siderburg  
Supervisor