



1 Benjamin Franklin Way, Franklin, Ohio 45005, 937-746-9921, FranklinOhio.org

COUNCIL MEETING NOTICE

The City of Franklin, Ohio will conduct its Council Meeting on March 1, 2021 at 6:00 PM. This meeting will be conducted in compliance with Ohio's newly passed Public Meeting Law in response to COVID-19. It is being held virtually. All participants, including the Commission and Franklin Staff, members of the press, and the public, will participate via a video and audio link. All documents to be referenced in the meeting will be posted to the City of Franklin website at www.franklinohio.org before the meeting is called to order. The public will be heard just as it would be heard in a traditional, in person, meeting.

DATE: March 1, 2021
TIME: 6:00 PM.
WHERE: Virtual Meeting - Joining Information

Join from PC, Mac, Linux, iOS or Android:

<https://meetings.ringcentral.com/j/1490929768>

Join by PHONE (Audio only)

US: +1(470)869-2200

Meeting ID: 149 092 9768

This **MEETING NOTICE** has been published at www.franklinohio.org and provided directly to the press via email at Ed.Richter@coxinc.com. This meeting notice is posted at the City Building, which is currently open to the public under the COVID-19 declared state of Emergency.



🏠 **Location:** Virtual
📅 **Date:** Monday, March 1, 2021
🕒 **Time:** 6:00 PM

Regular Meeting Agenda

1. **Call to Order.**
2. **Roll Call.**
3. **Pledge of Allegiance.**
4. **Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the February 1, 2021 Meeting.**
5. **Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the February 20, 2021 Meeting.**
6. **Reception of Visitors.**
7. **Presentation.**
A. None.
8. **Public Hearing.**
9. **New Business.**
A. RESOLUTION 2021 – 12 APPOINTING COUNCIL MEMBERS AND MEMBERS-AT-LARGE TO CERTAIN DULY AUTHORIZED BOARDS AND COMMISSIONS OF THE CITY OF FRANKLIN, OHIO AND TO OTHER REGIONAL BOARDS AND COMMISSIONS

B. RESOLUTION 2021-13 AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS TO GRANT FOUR EASEMENTS TO THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE INSTALLATION AND MAINTENANCE OF A NON-POTABLE WATER LINE AND APPURTENANCES THROUGH CITY OWNED PROPERTY.
 - a. Exhibit 1
 - b. Exhibit 2
 - c. Exhibit 3
 - d. Exhibit 4

C. RESOLUTION 2021-14 AMENDING RESOLUTION 2020-66 AND AUTHORIZING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF FRANKLIN PERSONNEL FOR THE YEAR 2021

D. RESOLUTION 2021-15 AMENDING THE POSITION DESCRIPTION FOR CHIEF OF POLICE POSITION

a. Exhibit A

10. Introduction of New Legislation.

A. None

11. City Manager's Report.

12. Council Comments.

13. Executive Session. To consider the appointment and employment of a public employee; to prepare for, conduct and review negotiations and bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

14. New Business.

A. RESOLUTION 2021-16 - RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT POLICE CHIEF TO OUTSIDE QUALIFIED CANDIDATES

a. Exhibit A

B. RESOLUTION 2021-17 - RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT POLICE CHIEF TO OUTSIDE QUALIFIED CANDIDATES

a. Exhibit A

b. Exhibit B

C. RESOLUTION 2021-18 APPROVING OR REJECTING THE TENTATIVE AGREEMENT WITH THE FRANKLIN LAW ENFORCEMENT ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING CONTRACT

a. Exhibit A

b. Exhibit B

D. RESOLUTION 2021-19 APPROVING OR REJECTING THE AGREEMENT WITH THE TEAMSTERS LOCAL UNION NO. 100, CLERICAL UNIT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING CONTRACTPAY RATES

- a. Exhibit A
- b. Exhibit B

E. RESOLUTION 2021-20 APPROVING OR REJECTING THE AGREEMENT WITH THE TEAMSTERS LOCAL UNION NO. 100, SERVICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING CONTRACTPAY RATES

- a. Exhibit A
- b. Exhibit B

15. Adjournment.

CLERK'S JOURNAL

CITY COUNCIL

Brent Centers, Mayor
Todd Hall, Vice Mayor
Michael Aldridge
Denny Centers
Deborah Fouts
Paul Ruppert
Matthew Wilcher

CITY STAFF

Jonathan Westendorf, City Manager
Karisa Steed, Assistant to the City Manager
Lynnette Dinkler, Law Director
Cindy Ryan, Finance Director
Russ Whitman, Police Chief
Barry Conway, City Engineer
Steve Inman, Public Works Director
Khristi Dunn, Clerk of Council

Members of the Franklin City Council met in regular session on Monday, February 1, 2021, 6:00 PM via Virtual Meeting held in compliance with amended Substitute House Bill 197 under the declared state of emergency by the State of Ohio and City of Franklin, Warren County, Ohio with Mayor Brent Centers presiding.

1. **Call to Order.** Mayor Brent Centers called the regularly scheduled meeting of the Franklin City Council on Monday, February 1, 2021 to order at 6:00 PM.
2. **Roll Call.** Ms. Dunn called roll which showed:

MAYOR BRENT CENTERS	PRESENT
MR. MICHAEL ALDRIDGE	PRESENT
MRS. DEBBIE FOUTS	PRESENT
MR. MATTHEW WILCHER	PRESENT
MR. DENNY CENTERS	PRESENT
MR. PAUL RUPPERT	PRESENT
VICE MAYOR TODD HALL	PRESENT

Mr. Conway, Ms. Dinkler, Ms. Dunn, Mr. Inman, Ms. Ryan, Ms. Steed and Mr. Westendorf were also present. There were four guests and one member of the press in attendance.

3. **Pledge of Allegiance.** The pledge of allegiance was led by Mayor B. Centers.
4. **Approve the Clerk's Journal and Accept the Tapes as the Official Minutes of the January 4, 2021 Meeting.** Mayor B. Centers asked if there were any amendments to the Clerk's Journal. Hearing none, he called for a motion. Vice Mayor Hall made the motion to approve the Clerk's Journal and

accept the tapes as the Official Minutes of the January 4, 2021 general meeting; seconded by Mr. Aldridge. The vote:

MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes

Motion passed.

5. **Reception of Visitors.** Mayor Brent Centers opened and closed the Reception of Visitors at 6:02 PM as none asked to be heard.

6. **Presentation.**

A. None.

7. **Public Hearing.**

A. ORDINANCE 2021-01 REPEALING AND REPLACING THE CODIFIED ORDINANCES OF THE CITY OF FRANKLIN, OHIO, TITLE ONE, CHAPTER 105, AS AMENDED, TO PROVIDE PUBLIC RECORDS POLICY

This ordinance permanently replaces the emergency ordinance passed by Council as Ordinance 2020-16. It will update the City's Public Records Policy which was last revised in 2016. It accounts for changes in the law that deal with use of certain technology like text messages, emails, voicemails, and other items that the law has addressed since 2016. It also updates the retention schedules.

The Mayor opened and closed the Public Hearing at 6:05 PM as none asked to be heard.

The Mayor opened the floor for Council deliberation. He asked if there were any questions or comments. Hearing none, he called for a motion. Vice Mayor Hall made the motion to adopt

ORDINANCE 2021-01 as submitted; seconded by Mr. Wilcher. The vote:

MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes

Motion passed.

8. New Business.

A. RESOLUTION 2021-04 APPROVING THE APPOINTMENT OF COUNCIL MEMBERS TO THE STANDING COMMITTEES OF COUNCIL FOR THE YEAR 2021

Mayor B. Centers stated Council Committees are as follows:

FINANCE COMMITTEE

Denny Centers, Chair

Michael Aldridge

Matt Wilcher

SAFETY COMMITTEE

Brent Centers, Chair

Michael Aldridge

Matt Wilcher

PUBLIC WORKS & UTILITIES COMMITTEE

Matt Wilcher, Chair

Denny Centers

Paul Ruppert

GOVERNMENT AFFAIRS COMMITTEE

Debbie Fouts, Chair

Denny Centers

Todd Hall

ECONOMIC DEVELOPMENT & PLANNING COMMITTEE

Michael Aldridge, Chair

Todd Hall

Debbie Fouts

PARKS & RECREATION COMMITTEE

Paul Ruppert, Chair

Matt Wilcher

Brent Centers

ENVIRONMENTAL AFFAIRS COMMITTEE

Todd Hall, Chair

Paul Ruppert

Debbie Fouts

The Mayor explained that Committees remained the same from the previous year as the Committees were unable to meet as often as usual with the pandemic. He asked Council if this was agreeable. Council confirmed.

The Mayor asked for a motion. Mr. Ruppert made the motion to adopt **RESOLUTION 2021-04** as submitted; seconded by Mr. Aldridge. The vote:

MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes

Motion passed.

The Mayor asked for a Council volunteer to attend the Forever Franklin meetings for 2021. Mr. Wilcher volunteered. The Mayor said he would let the current president, Ms. Myra Haney, know to include Mr. Wilcher on the meeting notices and thanked Mr. Wilcher.

B. RESOLUTION 2021-05 APPOINTING COUNCIL MEMBERS AND MEMBERS-AT-LARGE TO CERTAIN DULY AUTHORIZED BOARDS AND COMMISSIONS OF THE CITY OF FRANKLIN, OHIO AND TO OTHER REGIONAL BOARDS AND COMMISSIONS

Mayor B. Centers stated the following are appointed to boards and commissions:

Miami Valley Regional Planning Commission (MVRPC), one (1) year term, January 1, 2021, to December 31, 2021:

Debbie Fouts

Jonathan Westendorf, Alternate

Miami Valley Regional Planning Commission Technical Advisory Committee (MVRPC-TAC), one (1) year term, January 1, 2021, to December 31, 2021:

Jonathan Westendorf

Barry Conway, Alternate



🏠 **Location:** Virtual
📅 **Date:** Monday, February 1, 2021
🕒 **Time:** 6:00 PM

City of Franklin Planning Commission, one (1) year term, January 1, 2021 to December 31, 2021.
Paul Ruppert, Council Member

Warren County Board of Health, one (1) year term, January 1, 2021, to December 31, 2021:
Adam McClanahan

Franklin Regional Wastewater Treatment Corporation, three (3) year term, January 1, 2021, to December 31, 2023:
Sonny Lewis

Parks and Recreation Board, four (4) year term, January 1, 2021, to December 31, 2024:
Betsy Westendorf David Hopper

Civil Service Commission, six (6) year term, January 1, 2021, to December 31, 2026:
Ben McCullough

Mr. Westendorf noted that Mr. McCullough was in attendance. The Mayor noted that there are additional vacancies for the Parks and Recreation Board and the Board of Zoning Appeals. These vacancies will be advertised. Mr. Doug Greathouse volunteered to serve. The Mayor instructed him to turn in an application for consideration and thanked him.
The Mayor asked if there were any further comments. Vice Mayor Hall acknowledged Mr. McCullough and thanked him for his willingness to serve.
Vice Mayor Hall made the motion to adopt **RESOLUTION 2021-05** as submitted; seconded by Mr. D. Centers. The vote:

MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes

Motion passed.

The Mayor also thanked Mr. McCullough for his willingness to serve and thanked Mr. Sonny Lewis for continuing to serve on the Franklin Regional Wastewater Treatment Corporation Board.

C. RESOLUTION 2021-06 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE WARREN COUNTY ENGINEER'S OFFICE TO PARTICIPATE IN THE WARREN COUNTY JOINT SALT PURCHASING PROGRAM

Mr. Inman explained that this is the fifth year we have contracted with the Warren County Engineer's Office to purchase road salt. Last year we received our salt from Cargill at a price of \$80.35 per ton. We used approximately 760 tons of salt for the 2020 season. We have to provide the County Engineer with an estimate of salt needed for the 2021 season before they go out to bid. We have estimated our purchase at 2,000 tons; although we are only required under the program to purchase what we need, which could be less than the 2,000 tons we are estimating. Mr. Wilcher asked if Mr. Inman has seen any supply shortages due to COVID-19. Mr. Inman said that he had not. He is hoping for a low bid price.

The Mayor asked if there were any further comments. Hearing none, he called for a motion. Mr. Wilcher made the motion to adopt **RESOLUTION 2021-06** as submitted; seconded by Mr. Ruppert. The vote:

MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes

Motion passed.

D. RESOLUTION 2021-07 DECLARING CITY MANAGER, THE CITY'S CONTRACTING OFFICER, TO BE EMPOWERED TO APPOINT AN INTERIM CITY MANAGER IN HIS ABSENCE AS ESTABLISHED IN CHARTER SECTION 5.03

This Resolution will empower the City Manager to appoint an Interim City Manager to carry out the City's objectives, in his absence, as provided for by the City's Charter. Ms. Dinkler reminded Council that this was put into place the prior year under Mr. Lewis. Staff is asking for the same protocol be used for Mr. Westendorf. The previous list included Mr. Westendorf, Captain Colton and Barry Conway. With Mr. Westendorf's promotion and Captain Coulton's retirement, Mr. Westendorf is adding Karisa Steed to the list on a temporary basis while other positions within the City are being filled. Ms. Steed has been involved in all the current projects that Mr. Westendorf is working on and

is up to speed. He does not anticipate any absences at this time but would like to have the policy in place as a precaution.

The Mayor asked if there were any further comments. Hearing none, he called for a motion. Mr. D. Centers made the motion to adopt **RESOLUTION 2021-07** as submitted; seconded by Mr. Aldridge. The vote:

VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes

Motion passed.

E. RESOLUTION 2021-08 – AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR THE 2021 ASSISTANCE TO FIREFIGHTERS GRANT

Mr. Westendorf requested authorization to submit a 2021 Assistance to Firefighters Grant application. This year's project will focus on health and wellness of our staff. First, the SCBA washer cleans and decontaminates the breathing apparatus for firefighters. Second, a turnout gear dryer improves comfort while eliminating mold and bacteria. Finally, an AeroClave to decontaminating apparatus and large spaces within the station utilizing hands free cleaning of apparatus, rooms and equipment, with the ability to hand spray smaller items. If our grant application is successful, the City of Franklin has a 5% local match of the overall project cost with the grant award funding the remaining 95% of the project. The total project is estimated at \$ 54,066.00; federal share at 95% would be \$ 51,362.70 and local share at 5% would be \$2,703.30. This was presented to the Finance Committee who was in favor of submitting the application.

The Mayor expressed confidence in Mr. Westendorf's experience with grant applications. Vice Mayor Hall asked if Mr. Westendorf has prepared someone within in the Fire Department to continue grant applications as they are a benefit to the City. Mr. Westendorf replied that over the last 20 years the Department has applied for 12 grants and received ten of those, equaling approximately \$3.5 million. Mike Perry has been involved with these grants since Mr. Westendorf started submitting the applications and he is now training Quincy Pearson to submit these as well. He expects the new Chief will also be apt at grant proposals.

Vice Mayor Hall made the motion to adopt **RESOLUTION 2021-08** as submitted; seconded by Mr. Ruppert. The vote:

MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes

Motion passed.

F. RESOLUTION 2021-09- RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT FIRE & EMS CHIEF TO OUTSIDE QUALIFIED CANDIDATES

If adopted, this resolution will permit a comprehensive search to be conducted for the City's next Fire & EMS Chief, by allowing qualified outside candidates to apply for the position as well as any within the City's service. Additionally, the resolution approves the use of The Ohio Fire Chiefs' Association to conduct its Fire Chief Selection Process. The Fire Chief position is a Civil Service position and must be a competitive process. There is currently only one person on staff who is eligible to apply. There are two components to the OFCA's selection process. The main component is the assessment center. He recommends that six or less candidates be selected for this process. The cost is approximately \$6,100. The other portion happens prior to the assessment center and the cost is approximately \$3,000. During this, existing staff will be interviewed to determine what traits and qualities are desired to tailor coordinate the selection process to the City of Franklin's specific needs. The rankings of those sent to the assessment center will be sent to Civil Service, who will present the City Manager with the top two candidates for selection. Mr. Westendorf outlined several benefits of using the selection process and why the cost is justified, including the reach of the association, removing himself from the initial selection process because of his strong history within the department and outsourcing the leg work that is required for the hiring process. The Finance Committee was in favor of using OFCA for the hiring of the Fire Chief.

The Mayor asked if there were any questions. Hearing none, he called for a motion. Mr. Aldridge made the motion to adopt RESOLUTION 2021-09 as submitted; seconded by Mrs. Fouts. The vote:

MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes

Motion passed.

G. RESOLUTION 2021-10 AMENDING RESOLUTION 2020-67 ESTABLISHING THE ORGANIZATIONAL LISTINGS AND PAY RATES FOR CITY OF FRANKLIN OFFICIALS AND EMPLOYEES FOR THE YEAR 2021

Resolution 2020-67 is being amended to set the rates of pay for all non-bargaining unit employees. Changes to the Franklin Law Enforcement Association, International Fire Fighters Association, Teamsters Unions for Service and Clerical and the City Manager are all set by contracts. Non-bargaining unit employee rates of pay are increased by 1.5%, and their health insurance premium is remaining at 15%. Pool Employees were adjusted to maintain compliance with Ohio Minimum Wage and supervisory positions were increased in kind. There were no increases given to the following positions: Acting Clerk of Council, Secretary to City Manager, Seasonal Income Tax Clerk, Public Works Seasonal Labor, Reserve Police Officer (Step Added), Reserve Dispatcher, Municipal Court Deputy Clerk P/T, Planning Commission Secretary and Civil Service Secretary. This was taken to the Finance Committee who recommends approval. Mr. Westendorf has discussed pay rates with the Municipal Judge and Department Heads. Income Tax collections were down until late December when corporate payments were received, and that those may be due back in refunds in 2021. He also feels that the City may feel the impacts of the pandemic in the coming years as was the case with the 2008 housing market crash. These items have led to a more conservative increase. Mr. Westendorf also intends to review and revise the pay scale as the step increases are not consistent.

The Mayor asked about the salary for the City Prosecutor. Mr. Westendorf explained that this position's wages are set by the State and the City pays a portion. The Judge did request Mr. Runge's pay be increased the 1.5%. The Mayor asked staff to research increasing Mr. Runge's wages separate from this resolution. Staff will gather information to bring to the next Council meeting.

The Mayor asked if there were any further comments. Hearing none, he called for a motion. Mr. Aldridge made the motion to adopt **RESOLUTION 2021-10** as submitted; seconded by Mr. Wilcher. The vote:

MRS. DEBBIE FOUTS	yes
MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes

Motion passed.

9. **Introduction of New Legislation.**

A. None

10. City Manager's Report. Mr. Westendorf reported that Ms. Steed has received thank you letters from the Franklin Area Historical Society and Area Athletics after receiving their CARES Act Grant Funds.

11. Council Comments.

Mr. Wilcher is looking forward to working with Mrs. Darragh-Jeromos and the rest of the board of Forever Franklin. The Mayor thanked him again for volunteering.

Mrs. Fouts is looking forward to the upcoming Council retreat.

Mr. Aldridge had no comments.

Mr. D. Centers inquired about the situation with the owners of the Franklin Tavern. Mr. Westendorf answered that staff will be meeting with them in the coming week. Mr. D. Centers also asked for an update on the Cohen property. Mr. Westendorf explained that the demolition permit expired on December 18, 2020. The Warren County Building Inspector issued a letter informing Cohen they were out of compliance, and NIC issued a violation of the Property Maintenance Code. The violation notice allotted thirty days for them to resolve the issue. While Mr. Westendorf does not anticipate the clean up to be complete within thirty days, this does provide more leverage and has led to a meeting with the Cohen group to discuss progress. Mr. Westendorf has been in contact with Cohen throughout the process, so they were not surprised in receiving these notices. He hopes to have an update at the upcoming Council Retreat. Mr. D. Centers asked about the house on the corner of Sunnybrook and Sixth Street as the trash in the yard is an ongoing issue. He also asked staff to be mindful of the appearance of all the homes along Sixth Street, especially with the new schools going in soon. Mr. Westendorf responded that he intends to make property maintenance more of a priority, with that area being a primary concern. He has a meeting scheduled with NIC to discuss that area and the City overall.

Mr. Ruppert thanked the road crews for taking care of things during the recent inclement weather. He asked Mr. Inman to pass along his thanks.

Vice Mayor Hall asked about a residence on the corner of Martha and Millard. There are five to seven different vehicles parked at the residence. He asked Mr. Westendorf to address this issue with NIC at his upcoming meeting. He also thanked Mr. Inman and his crew, and thanked Mr. Inman for his help at the pool. He appreciates his effort in working towards being able to open this summer.

The Mayor met with the President of the School Board, Andy Fleming, to discuss various items including the possibility of a combined Council and School Board meeting at the High School. He would like to discuss this in more detail at the Council Retreat. The Retreat will be held on February 20 at Grace Point Church. The meeting will begin at 9:00 AM.

The Mayor asked if there had been any Park Board Applications. Mr. Ruppert asked if there should be a Park Committee meeting soon. Mr. Westendorf responded to Mr. Ruppert saying there were many things to discuss and he anticipates asking for a meeting after the Retreat. He also answered the Mayor that there were two applicants for the Park Board: Bob Hogan and Chris Saporito. There are additional vacancies that need to be filled so he will be discussing the applicants' interest in those as well.

The Mayor also let Council know that a Councilor with Mason City Council has inquired about our HOPE program. The Mayor and Mr. Westendorf will be speaking to the Council to answer questions about the program and how it's been successful in Franklin.

12. Executive Session. Mayor Brent Centers called for a motion to enter into executive session to consider the employment of a public employee; to consider the appointment of a public employee; to prepare for, conduct and review negotiations and bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Mr. Aldridge made the motion to enter into executive session; seconded by Mr. Ruppert. The Mayor called for a voice vote and by voice vote the motion was approved 6-1 with Vice Mayor Hall voting against entering into executive session. Council entered into executive session at approximately 6:51 PM with the possibility of planned action to follow.

Vice Mayor Hall made the motion to adjourn out of executive session; seconded by Mr. Aldridge. The Mayor called for a voice vote and by voice vote the motion was approved 7-0. Council adjourned out of executive session at approximately 8:08 PM.

The Mayor amended the agenda to add Resolution 2021-11.

13. New Business.

- A. RESOLUTION 2021-11 - GRANTING AUTHORITY TO CITY MANAGER, STATUTORY CONTRACTING AGENT, TO EXECUTE MEMORANDUM OF UNDERSTANDING REGARDING RETIRMENT OF CHIEF WHITMAN

Russell Whitman, Police Chief, intends to submit his letter of retirement to the City Manager on February 2, 2021, effective immediately, under the terms negotiated in the attached Memorandum.

The Mayor called for a motion. Vice Mayor Hall made the motion to adopt **RESOLUTION 2021-11** as submitted; seconded by Mr. Aldridge. The vote:

MR. MATTHEW WILCHER	yes
MR. DENNY CENTERS	yes
MR. PAUL RUPPERT	yes
VICE MAYOR TODD HALL	yes
MAYOR BRENT CENTERS	yes
MR. MICHAEL ALDRIDGE	yes
MRS. DEBBIE FOUTS	yes

Motion passed.

14. Adjournment. The Mayor called for a motion to adjourn the meeting. Vice Mayor Hall made the motion; seconded by Mr. Wilcher. The Mayor called for a voice vote and by voice vote the motion was approved 7-0. Mayor B. Centers adjourned the meeting at 8:09 PM.

Brent Centers, Mayor

Khristi Dunn, Clerk of Council

CLERK'S JOURNAL

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Lynnette Dinkler, Law Director
Cindy Ryan, Finance Director
Brian Pacifico, Acting Police Chief
Barry Conway, City Engineer
Steve Inman, Public Works Director
Khristi Dunn, Clerk of Council

Members of the Franklin City Council met in special session on Saturday, February 20, 2021, 9:00 AM at Grace Point Fellowship, to allow for social distancing, with Mayor Brent Centers presiding.

- 1. Call to Order.** Mayor Brent Centers called the special meeting of the Franklin City Council on Saturday, February 20, 2021 to order at 9:01 AM.
- 2. Roll Call.** Ms. Dunn called roll which showed:

MR. DENNY CENTERS	PRESENT
MR. PAUL RUPPERT	PRESENT
VICE MAYOR TODD HALL	ABSENT
MAYOR BRENT CENTERS	PRESENT
MR. MICHAEL ALDRIDGE	PRESENT
MRS. DEBBIE FOUTS	PRESENT
MR. MATT WILCHER	PRESENT

The Mayor asked that Vice Mayor Hall be excused for medical issues of a family member. Mr. Conway, Ms. Dinkler, Ms. Dunn, Mr. Inman, Lt. Pacifico, Ms. Ryan, Ms. Steed and Mr. Westendorf were also present. There were two guests and one member of the press in attendance. Mr. D. Centers was excused after the roll call, during the work session, for a medical issue.

- 3. Pledge of Allegiance.** The pledge of allegiance was led by Mayor B. Centers.
- 4. Work Session.** To discuss issues, goals and general purposes.

Franklin Municipal Court Update

Judge Ronald W. Ruppert gave the following updates:

COVID-19

- Operational changes with specific procedures implemented for Court personnel, law enforcement, parties and attorneys beginning the week of 3/9/20 due to COVID-19
- The Court utilized the services of a nurse to begin taking temperatures and monitoring those coming to the Court
- Released the Court's Temporary Orders of Practice and Procedure which was filed on 3/17/20

Beginning 2018

- Revised security protocols began in January of 2018, revisions made in consultation with Chief Bailiff, Frank Hensley
- Court began tracking cases including number and type of cases beyond Supreme Court Guidelines
- Utilization of license forfeitures when appropriate for compliance with court orders
- Compliance with Ohio Revised Code for filing Motion for Temporary Protection Order with permitted by law
- Utilization of the Pre-Sentence Investigation process
- Implementing non-reporting probation as part of a community control sanction when direct supervision may not be needed

Court Improvements 2020

- Online payments made available
- State Grant awarded for e-ticket process
- State Grant awarded through Ohio Supreme Court for equipment to permit virtual hearings
- IT System was upgraded to improve efficiency, address needs of the clerk's office and plan for future upgrades and procedures
- COVID-19 procedures began

2020 Numbers

- Total Franklin Municipal Court Case Filings for 2020 – (6,581)
- Total Fines, Costs and Fees in the amount of \$1,303,656.04 collected by the Court with approximately \$780,000 disbursed to the City of Franklin.
- Total Probation Cases for 2020- (923)
 - Approximate Restitution Collected- \$15,000
- ISP – Intensive Supervised Probation Docket
 - Since 2018, 16 participants have graduated from the program. It is anticipated that another 5-6 will graduate in the summer of 2021.
- Total Civil Court Cases-(646)

Mr. Westendorf gave the following updates:

Parks Update

Community Pool Improvements

- Operational Summer 2021
- Anticipate Modified Pool Capacity
 - 327 Regular Capacity
 - 197 COVID Capacity

Community Park Upgrades

- Playground Equipment
 - Surface Replacement Improves Safety and Access for Children With Special Needs
- 9 Hole Disc Golf
- Walking Path Enhancements
- Replacing Baseball/Softball Fences
- Clear Creek Bike Path Connector
- Dial Park West

Special Events Update

Utilize Donna Clark's Expertise

- Coordination & Training

Modified Easter

- Kite Hunt

Memorial Day

- Parade (Traditional or Reverse)

Independence Day

- Parade (Traditional or Reverse)
- Fireworks (Only)

RiverRide

- Incorporate Middletown Connector?

National Night Out

Downtown Saturday Night

FallFest*

Holiday In Lights (NEW)

Division of Fire Update

2020 Incidents

- EMS - 2,384
- Fire/Rescue - 770
- Total - 3,154

Division of Police Update

Police Chief Selection Process

- Proposal Nearly Complete
- Legislation Forthcoming

2020 Incidents

- Total Calls for Service - 21,195
 - Police Only - 17,940
- Reports Taken – 3,066
- Physical Arrests – 1,620
- Citations – 831
- DUI Arrests – 28
- Drug Arrests – 143
- Vehicle Pursuits - 22 (10 Terminated)
 - Arrests from Pursuits – 17
 - Assist other PD's – 3
 - Arrests from other PD's Pursuits – 3

HOPE

- We Continue to Help Those Who Wish To Help Themselves Enter and Remain in Recovery
- Further, We Continue to Work To Build Bridges To HOPE By Partnering With Our School Districts to Break The Cycle

Safety Sub Committee To Explore

- Dedicated Personnel to Address Drug Crimes at Local Level
- Expanding SCAR Operations
- Utilization of Part-Time Civilian To Free Sworn Personnel
- Invest in Investigative Equipment
- Rejoin Miami Valley Regional Crime Lab to Speed Results

Finance Update

Excellence in Financial Reporting

- Government Finance Officers Association for 2019 CAFR

Credit Ratings

- Moody's A1 (S&P A+)
- Finances: Robust Financial Position
- Debt & Pensions: Net Direct Debt to Full Value (0.5%) BUT Adjusted Net Pension Liability to operating revenues (2.5x) unfavorable
- Economy & Tax Base: Solid

Fire & EMS Levy

- Ten-Year Projected Renewal Due 2022

GO Bond Retired & Debt Free 2027

Public Works Update

Train Depot

Water System Improvements

- Model SCADA Security Improvements
- 3rd Street Water Tower Replacement
- 4th Street Water Tower Painting

Future Water Main & Street Resurfacing

- High School 6th to Anderson (Undetermined)
- Millard (2nd to 4th)
- Upgrade 4" Main Along Bryant Hill

2021 Summer Paving Projects

- 4th Street: Riley To Millard
- Maple Drive
- Lake Avenue: Cedar to Walnut
- Wilson Drive
- Home Avenue
- Elm Street: Park to Lake
- Beal Road: SR 123 to Scholl
- Scholl Road: Beal to Rolling Meadows
- Pine Street: Park to Home
- Chestnut: Park to Home
- 5th Street: Riley to Sunnybrook

Street Light Replacement Project - \$350,000 –375,000

Equipment Need to Free Up Personnel – Leaf Vac Truck

2021 Capital Projects

- Industrial Drive Resurfacing
- South Dixie Resurfacing
- 3rd Street Lift Station
- William C. Good Extension
- Charles Storm Sewer Relocation
- Montgomery Franklin River Retaining Wall
 - 2021 Study
 - 2023 Construction

Engineering Update

Bikeway Gap Project Completed

Phase II Downtown Signal Management

- 4th@ Riley
- 6th@ Riley

- 6th@ Anderson* Further Discussion

William C Good Extension – Construction begins and ends in 2021

2022-Beal @ St. Rt. 123 - Under Design: Construction Begins & Ends in 2022
73 @ I-75 Interchange w/ Springboro

- Beautification
- 2021 Study & 2022 Construction
- 2023 Road & Sidewalk Expansion

Administration Update

Legislative

- Codified Ordinances
 - Transition from American Legal to MuniCode updates/hosting
- Rewrite Civil Service Rules
- Charter Review Commission Needed

Building Navigation – to improve flow

- External
- Internal

Workspace Utilization – branding and updated meeting space

City Manager Update

Cohen (Former Boxboard) Update

- Actively Working with Developers
 - Phase 1 & 2 Environmental study complete
 - Results expected 2/26/2021
- Site Clearing
 - Expected to Begin First Week in March
 - Completion Expected Within 90-Days
- Collaborative & Positive Relationship

Review of Henkle Schueler Parks

- Shaker Industrial Park
- Franklin Business Park
- Heritage Business Park

New Business Announcement

- Excited to Welcome Empower Manufacturing on Commerce Center Drive

Break

Downtown Economic Development & Riverfront Park

Inventory & Analysis

Traffic Analysis

Market Analysis & Recommendations

Evaluate Streetscape & Other Improvements

- River Access and/or Integration
- Future Amphitheater
- Lion's Bridge Lighting Feature
- Expanded Park Walk
- Downtown Event Space (DORA)

Development Plan for City Owned Property

- Property Specific Market Analysis
 - Development Strategies
 - RFPs Marketed to Potential Developers
- Use Evaluation Renderings

Opportunities for Ancillary Support

- Downtown Improvement Grant Program
- Wi-Fi Connected & Smart City
- Identify Projects & Pursue State Capital Funding This July
- Utilize Heritage Ohio to Pursue Improvement Loans & Grants
- Establish A Destination Extend Our Hours or Days and Visits
 - Farmers Market
 - Downtown Events

Façade DIP Grant

- Offers 50% Matching Grant to Target Area Up To \$20,000 Max
- Excludes Operating Expenses, Salaries, Debt Relief, Parking Lot or Sidewalk Repair or associated interior and mechanical systems

Special DIP Grant: Rooftop Access/Seating

- Offers 50% Matching Grant to Target Area Up To \$20,000 Max
- Excludes Operating Expenses, Salaries, Debt Relief, Parking Lot or Sidewalk Repair or Associated Landscaping, Decorative, Furniture, Interior, or Mechanical Systems

Downtown Park

- Continue or Standby? Consensus to Standby

High School Relocation & Gateway Project

Need to Focus on Areas Surrounding the New School

- Traffic
- Residential
- Commercial
- Industrial

Impact of the Intersection

- 4 Way Signal
- Traffic Circle

Neighborhood Improvement Plan

Detailed Neighborhood Conditions Analysis

- Property Analysis to Support Informed Policy and Planning Decisions
- Code Enforcement, Public Safety Data, Building Condition Analysis

Market Analysis

- City-wide Development Trends vs. Missing Yet Supported Housing Types

Improvement Recommendations

- Regularity Changes & Property Maintenance Code

Incentive Programs (Existing & New)

- Heritage Homes; Build and Better Block; Rehab-o-Rama Efforts in Targeted Neighborhoods to Change Market Focus

Develop Urban Homesteading Program

- Landlord Registration, Rental or Vacant Property Registration Program
- Point-Of-Sale Inspection Program

Target Demolition Efforts

Explore Establishment of a Warren County Land Bank

Smart City Foundation & Wi-Fi

High Speed Internet -Fiber Technology

Managed Public Wi-Fi

Wi-Fi Analytics and Mobile Engagement

Mr. Westendorf will distribute the presentation to Council for review. A follow up survey will be sent to Council to gauge interest on items for action.

Mr. Wilcher commented that the session was energizing and enjoyable. He asked what was needed from Council to implement the plan presented.

Mrs. Fouts said that the plan is exciting. She appreciates Mr. Westendorf's vision for the City and is ready to put the plan into action.

Mr. Aldridge thanked Mr. Westendorf and staff. He was impressed with the presentation, plan and vision. He can see the plan and believes in the proposed changes.

Mr. Ruppert would like to see improved landlord responsibility, which was addressed in the presentation. He would like to investigate buying the Cohen property. The Wi-Fi is his number one priority. He believes now is the time to implement these changes for Franklin.

The Mayor asked if staff would like to share any additional input. Mr. Inman added that if the Splashpad moves forward, he would use the model that Kettering has implemented. He likes the vision and is ready for it to be implemented. Mr. Aldridge asked if additional staff was needed to carry out

the proposed plans. Mr. Westendorf answered that additional staff may be needed in the future. Right now, he believes it is best to utilize our partnerships to get these plans moving forward.

Lt. Pacifico spoke in favor of the Public Wi-fi. Mr. Conway reminded Council that the new high school will be near the intersection at Sunnybrook for pedestrian crossing. The project for the proposed roundabout is time sensitive and needs a decision soon. There was continued discussion on the pros and cons of a roundabout. Mr. Conway also responded to Mr. Ruppert's comment about purchasing the Cohen property in saying that the City does have some control over the property in terms of the zoning allowances.

The Mayor asked about branding and the water towers. It was decided to have the logo on the 4th Street tower and council will follow up with Mr. Westendorf on a preference for the 3rd Street tower. This year, the end-of-year video will be a vision looking forward instead of a recap. In person meetings will likely resume in June or July.

Mr. Westendorf gave a synopsis of legislation to be presented at the March 1 Council meeting. The Mayor complimented staff for their ongoing work and complimented Council on their choice of Mr. Westendorf as the City Manager. He thanked everyone.

5. **Adjournment.** The Mayor called for a motion to adjourn the meeting. Mrs. Fouts made the motion; seconded by Mr. Aldridge. The Mayor called for a voice vote and by voice vote the motion was approved 5-0. Mayor B. Centers adjourned the meeting at 12:26 PM.

Brent Centers, Mayor

Khristi Dunn, Clerk of Council

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-12

**APPOINTING COUNCIL MEMBERS AND MEMBERS-AT-LARGE TO CERTAIN DULY AUTHORIZED
BOARDS AND COMMISSIONS OF THE CITY OF FRANKLIN, OHIO AND TO OTHER REGIONAL
BOARDS AND COMMISSIONS**

WHEREAS, in accordance with the City Charter, the City's Ordinances and Ohio law, Council must appoint members to various Boards and Commissions; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Council Members present concurring, that:

Section 1. The following person and his or her alternate are hereby appointed to the Warren County Regional Planning Commission (WCRPC) for a one (1) year term, April 1, 2021, to March 31, 2022:

Jonathan Westendorf
Barry Conway
Denny Centers

Barry Conway, Alternate
Debbie Fouts, Alternate
Paul Ruppert, Alternate

Section 2. The following person is hereby appointed to the Parks and Recreation Board for a four (4) year term, January 1, 2021, to December 31, 2024:

Robert Hogan

Section 3. The following person is hereby appointed to the Zoning Appeals Board for a four (4) year term, January 1, 2021, to December 31, 2024:

Kenneth Gibson

Section 4. The following person is hereby appointed to the Civil Service Commission for the remainder of the vacated six (6) year term, March 1, 2021 , to December 31, 2023:

Chris Saporito

Section 5. The Board and Commission members herein appointed shall serve their appointed terms and shall continue in office until their successors are appointed. In the event any member is unable to complete his or her term, the designated alternate, if any, shall serve out the remainder of the term and shall continue in office until his or her successor is appointed.

Section 6. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in This formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 7. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2021-12 passed by that body on March 1, 2021.

Khristi Dunn, Clerk of Council

Legislative Cover Memo

Meeting Date: March 1, 2021

Agenda Item: **Resolution 2021-13**
AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS TO GRANT FOUR EASEMENTS TO THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE INSTALLATION AND MAINTENANCE OF A NON-POTABLE WATER LINE AND APPURTENANCES THROUGH CITY OWNED PROPERTY.

Submitted by: Barry Conway, City Engineer

Scope/Description: Three properties owned by the City of Franklin and one property jointly owned by the City of Franklin, Village of Carlisle, and Village of Germantown for the operation of the Franklin Regional WWT Corporation are required to grant permanent easements to the Warren County Board of County Commissioners for it to construct a non-portable water line and appurtenances from Warren County's new water softening plant to the outfall at the Great Miami River.

Budget Impact: None.

Exhibits:

Exhibit 1: Grantor City of Franklin
Parcel Number: 03-01-433-033-Pt.
Description and Map attached as Exhibits A and B respectively

Exhibit 2: Grantor City of Franklin
Parcel Number: 03-01-433-001-Pt.
Description and Map attached as Exhibits A and B respectively

Exhibit 3: Grantor City of Franklin
Parcel Number: 03-01-433-004-Pt.
Description and Map attached as Exhibits A and B respectively

Exhibit 4: Grantors City of Franklin, Village of Carlisle, City of Germantown
(Franklin Regional WWT Corporation)
Parcel Number: 03-01-100-004-Pt
Description and Map attached as Exhibits A and B respectively

Recommendation: Approval.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-13

AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS TO GRANT FOUR EASEMENTS TO THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE INSTALLATION AND MAINTENANCE OF A NON-POTABLE WATER LINE AND APPURTENANCES THROUGH CITY OWNED PROPERTY.

WHEREAS, Section 3.03(i) of the City of Franklin Charter grants the power to sell or otherwise convey, lease, or grant interests, including easements, in real property to this Council; and

WHEREAS, the Warren County Board of County Commissioners desires to install a non-potable water line for its new water softening plant; and

WHEREAS, the Warren County Board of County Commissioners requires that its new facilities to be located within a permanent easement; and

WHEREAS, this Council finds it to be in the best interests of the health, safety and welfare of the City and its inhabitants to grant four permanent easements, on the land owned by the City, to allow for the installation of these facilities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members of Council present concurring, that:

Section 1. The Warren County Board of County Commissioners desire four permanent easements in order to install a non-potable water line for its new water softening plant, which are:

1. Exhibit 1: Grantor City of Franklin
Parcel Number: 03-01-433-033-Pt.
2. Exhibit 2: Grantor City of Franklin
Parcel Number: 03-01-433-001-Pt.
3. Exhibit 3: Grantor City of Franklin
Parcel Number: 03-01-433-004-Pt.
4. Exhibit 4: Grantors City of Franklin, Village of Carlisle, City of Germantown
(Franklin Regional WWT Corporation)
Parcel Number: 03-01-100-004-Pt

Section 2. The City Manager is hereby directed to execute the four permanent easement Agreements referenced herein and attached as Exhibits 1, 2, 3 and 4 to this Resolution granting the Warren County Board of County Commissioners easements for its installation of a non-portable water line.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 1, 2021.

Khristi Dunn, Clerk of Council

Grantor: City of Franklin
Property Address: Route 73, Franklin, OH 45005
Parcel Number: 03-01-433-003 – Pt.
Auditor's Account Number: 2146681

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio**, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way Franklin, Ohio 45005 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 4.019 acres, and being the same premises described in a deed recorded in O.R. Vol. 4749, Page 873 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

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GRANTOR:

IN EXECUTION WHEREOF, the City of Franklin, Ohio, an Ohio municipal corporation, the Grantor herein, has caused this instrument to be executed on the date stated below by _____, whose title is _____, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. _____, dated _____.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the ____ day of _____, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of the **City of Franklin, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____

My Commission Expires: _____

[the remainder of the page is blank]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution Number _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 202____, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____

My Commission Expires: _____

Approved as to form by:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

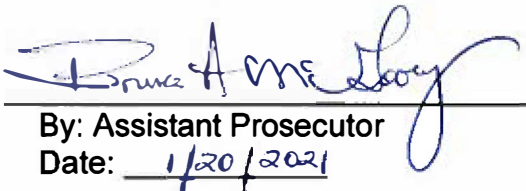

By: Assistant Prosecutor
Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER

NON-POTABLE WATER LINE EASEMENTParcel #03-01-433-003 (P/-)

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

Situate in Section 1, Town 1E, Range 5N M.Rs., City of Franklin, Warren County, Ohio, being part of a 4.019 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 4749 pg. 873 and being more particularly described as follows:

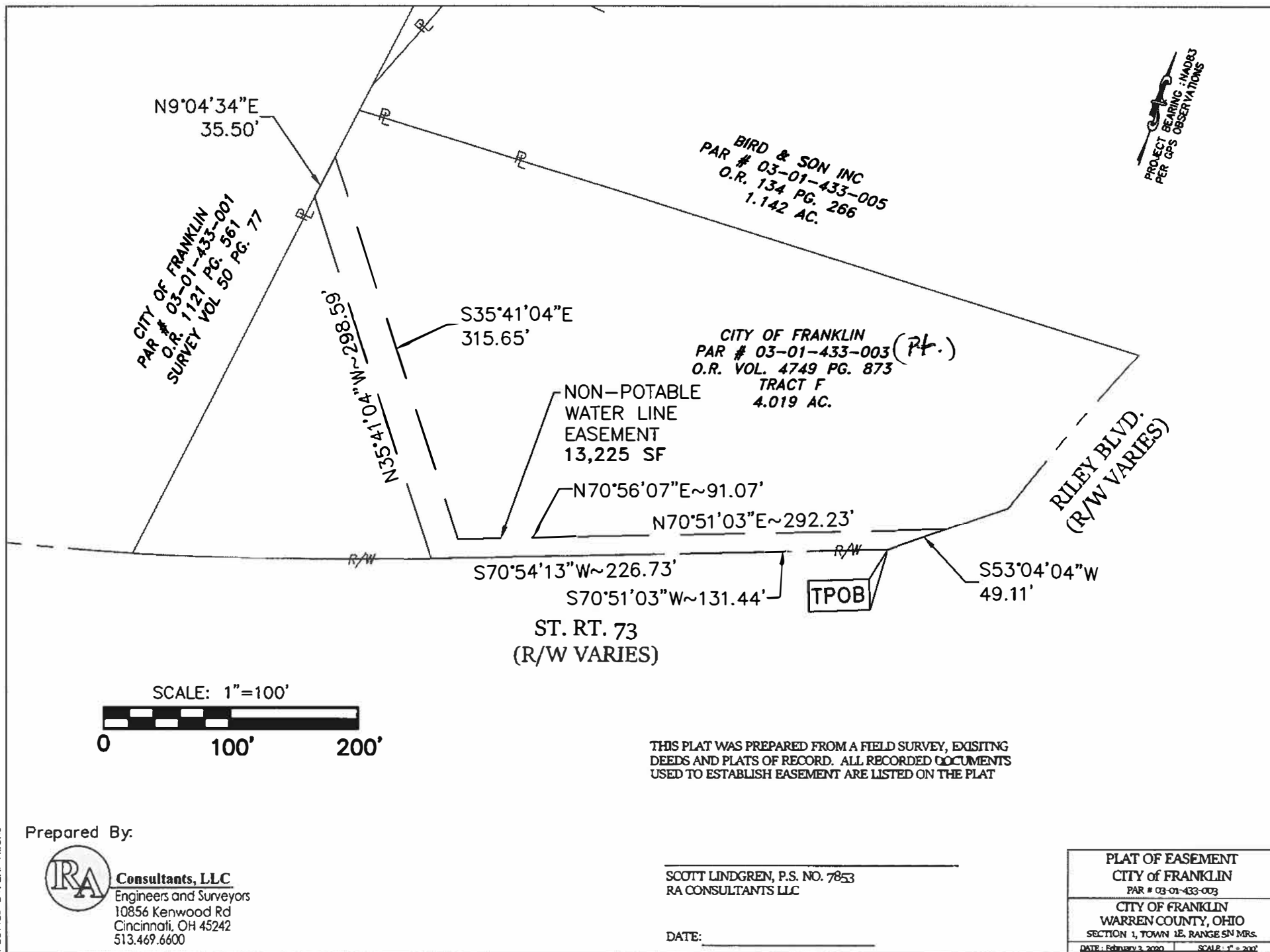
Commencing in a southeasterly corner of said parcel also being the TRUE POINT OF BEGINNING. Thence;

1. In the southerly line the following two courses;
 South 70°51'03" West, 131.44 feet to a point, Thence;
 South 70°54'13" West, 226.73 feet to a point, Thence;
2. Leaving said southerly line though said parcel North 35°41'04" West, 298.59 feet to a point in the westerly line of said parcel, Thence;
3. In the said westerly line North 09°04'34" East, 35.50 feet to a point, thence;
4. Through said parcel the following three courses;
 South 35°41'04" East, 315.65 feet to a point, Thence;
 North 70°56'07" East, 91.07 feet to a point, Thence;
 North 70°51'03" East, 292.23 feet to a point in a southeasterly line of said parcel, Thence;
5. Along said easterly line South 53°04'04" West, 49.11 feet to the TRUE POINT OF BEGINNING.

This easement area contains 0.3036 Acres or 13,225 square feet, being subject to all legal highways and any and all easements of record.

The above description was prepared on February 3, 2020 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.

Scott R. Lindgren



Grantor: City of Franklin
Property Address: Route 73, Franklin, OH 45005
Parcel Number: 03-01-433-001 – Pt.
Auditor's Account Number: 2144581

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio**, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way Franklin, Ohio 45005 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 5.0000 acres, and being the same premises described in a deed recorded in O.R. Vol. 3539, Page 502 of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

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GRANTOR:

IN EXECUTION WHEREOF, the **City of Franklin, Ohio**, an Ohio municipal corporation, the Grantor herein, has caused this instrument to be executed on the date stated below by _____, whose title is _____, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. _____, dated _____.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the ____ day of _____, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of the **City of Franklin, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____

My Commission Expires: _____

[the remainder of the page is blank]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution Number _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is President or Vice-President of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____
My Commission Expires: _____

Approved as to form by:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

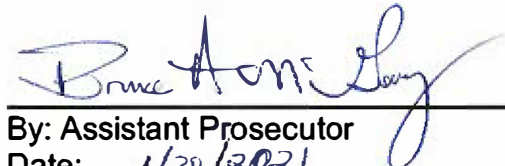

By: Assistant Prosecutor
Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER**NON-POTABLE WATER LINE EASEMENT****Parcel #03-01-433-001 - Pt.**

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

Situate in Section 1, Town 1E, Range 5N M.Rs., City of Franklin, Warren County, Ohio, being part of a 5 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 1121 pg. 561 and being more particularly described as follows:

Commencing in a northeasterly corner of said parcel, Thence;

Along the northerly line of said parcel South 75°20'34" West, 12.49 feet to the TRUE POINT OF BEGINNING Thence;

1. Leaving said northerly line through said parcel South 04°48'05" West, 153.39 feet to a point in the easterly line of said parcel, Thence;
2. In said easterly line South 09°04'34" West, 35.50 feet to a point, Thence;
3. Leaving said easterly line through said parcel the following 2 courses;
 North 35°41'04" West, 34.43 feet to a point, thence;
 North 4°48'05" East, 153.77 feet to a point in the northerly line of said parcel, Thence;
4. In said northerly line North 75°20'34" East, 26.51 to the TRUE POINT OF BEGINNING;

This easement area contains 0.0980 Acres or 4,270 square feet, being subject to all legal highways and any and all easements of record.

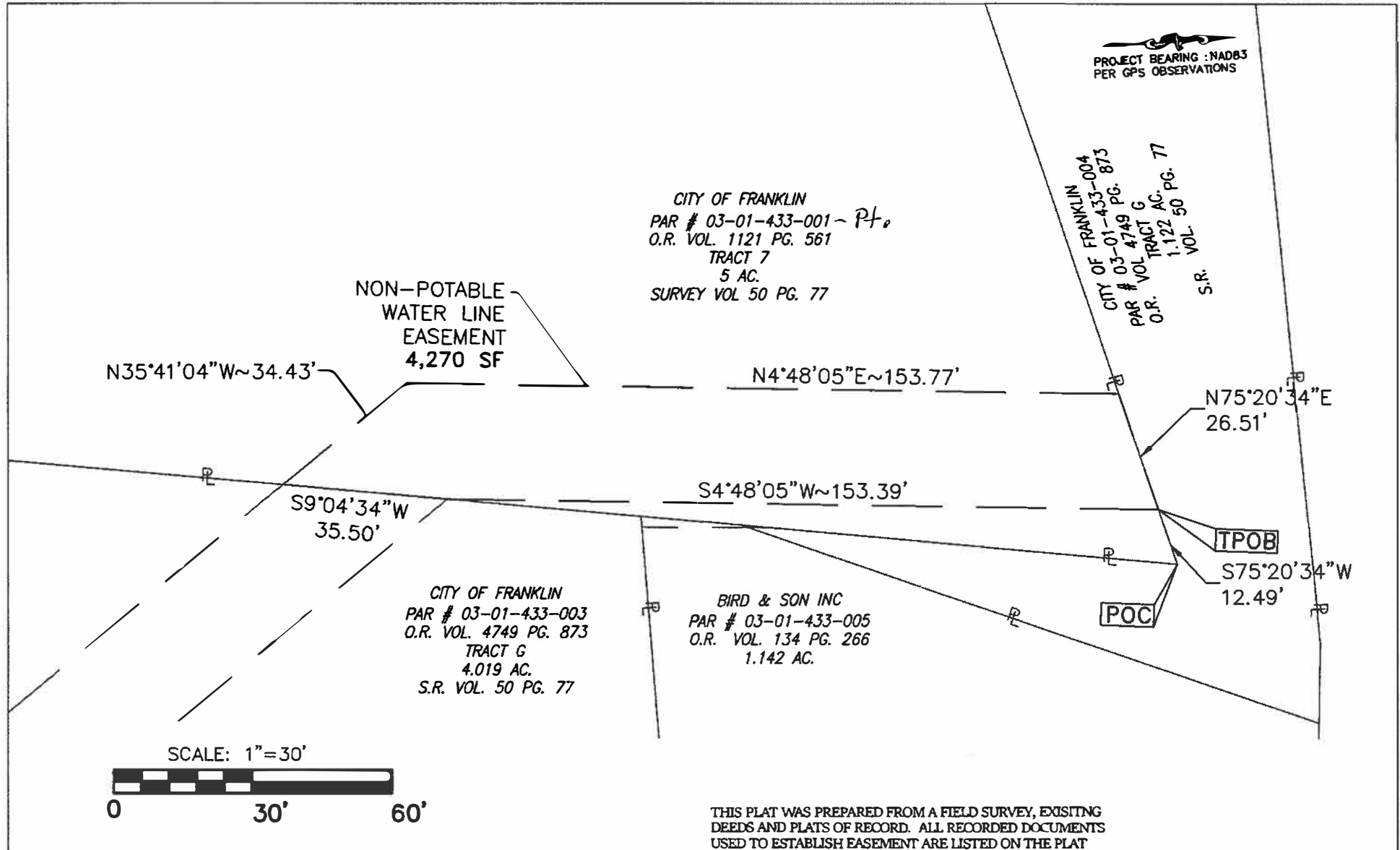
The above description was prepared on February 3, 2020 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.

Scott R. Lindgren

PATH: \\READYNAS3130\ELC\SHARED\CLIENT PROJECTS\034 AECOM TECHNOLOGY\18-034.001 WARREN COUNTY MEMBRANE SOFTENING\5.5 DRAWINGS\EASEMENT SHEETS.DW
DATE: Mar 16, 2020 - 04:33 PM
PLOTTED BY: CHAMMONS

EXHIBIT B

R-21-13 Exhibit 2



Prepared By:



Consultants, LLC
Engineers and Surveyors
10856 Kenwood Rd
Cincinnati, OH 45242
513.469.6600

SCOTT LINDGREN, P.S. NO. 7853
RA CONSULTANTS LLC

DATE: _____

PLAT OF EASEMENT
CITY OF FRANKLIN
PAR # 03-01-433-001

CITY OF FRANKLIN
WARREN COUNTY, OHIO
SECTION 1, TOWN 1E, RANGE 5N MRS.

DATE: February 3, 2020

SCALE: 1" = 200'

Grantor: City of Franklin
 Property Address: Route 73, Franklin, OH 45005
 Parcel Number: 03-01-433-004-Pt.
 Auditor's Account Number: 2146703

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio**, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way Franklin, Ohio 45005 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 1.122 acres, and being the same premises described in a deed recorded in O.R. Vol. 4749, Page 873 of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

[the remainder of the page is blank]

GRANTOR:

IN EXECUTION WHEREOF, the City of Franklin, Ohio, an Ohio municipal corporation, the Grantor herein, has caused this instrument to be executed on the date stated below by _____, whose title is _____, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. _____, dated _____.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the ____ day of _____, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of the **City of Franklin, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____

My Commission Expires: _____

[the remainder of the page is blank]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution Number _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is President or Vice-President of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____
My Commission Expires: _____

Approved as to form by:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

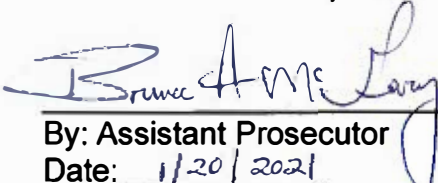

By: Assistant Prosecutor
Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER**NON-POTABLE WATER LINE EASEMENT****Parcel #03-01-433-004 - *Pl.***

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

Situate in Section 1, Town 1E, Range 5N M.Rs., City of Franklin, Warren County, Ohio, being part of a 1.122 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 4749 pg. 873 and being more particularly described as follows:

Commencing in a southerly corner of said parcel, Thence;

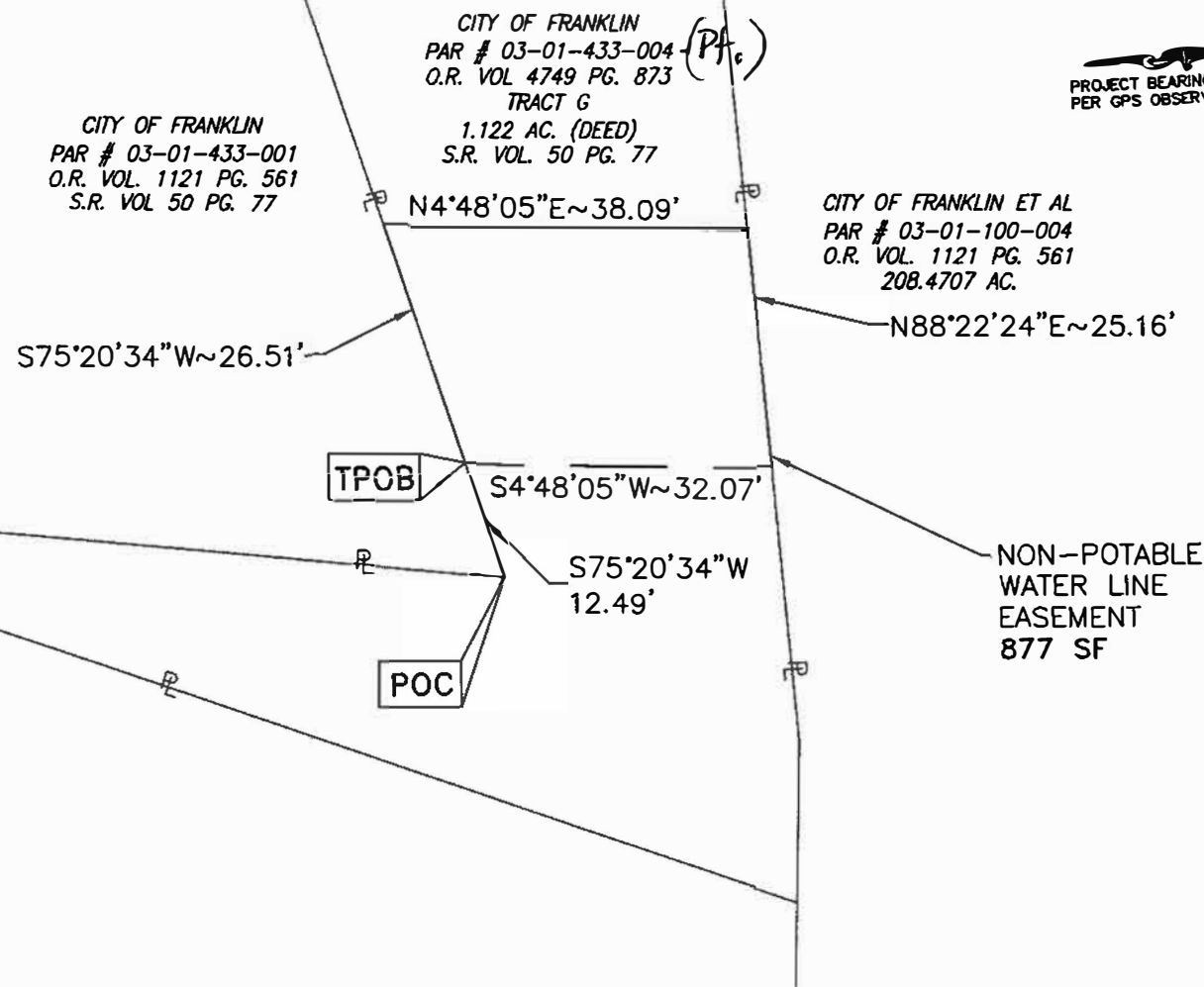
Along the southerly line of said parcel South 75°20'34" West, 12.49 feet to the TRUE POINT OF BEGINNING Thence;

1. In said southerly line South 75°20'34" West, 26.51 feet to a point, Thence;
2. Leaving said southerly line North 4°48'05" East, 38.09 feet to a point in the northerly line of said parcel, Thence;
3. In said northerly line North 88°22'24" East, 25.16 feet to a point, Thence;
4. Leaving said northerly line through said parcel South 4°48'05" West, 32.07 feet to the TRUE POINT OF BEGINNING.

This easement area contains 0.0201 Acres or 877 square feet, being subject to all legal highways and any and all easements of record.

The above description was prepared on February 3, 2020 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.

Scott R. Lindgren



PROJECT BEARING : NAD83
 PER GPS OBSERVATIONS

SCALE: 1"=20'



THIS PLAT WAS PREPARED FROM A FIELD SURVEY, EXISTING DEEDS AND PLATS OF RECORD. ALL RECORDED DOCUMENTS USED TO ESTABLISH EASEMENT ARE LISTED ON THE PLAT

Prepared By:



RA Consultants, LLC
 Engineers and Surveyors
 10856 Kenwood Rd
 Cincinnati, OH 45242
 513.469.6600

SCOTT LINDGREN, P.S. NO. 7853
 RA CONSULTANTS LLC

DATE: _____

PLAT OF EASEMENT
CITY OF FRANKLIN
 PAR # 03-01-433-004

CITY OF FRANKLIN
WARREN COUNTY, OHIO
 SECTION 1, TOWN 1E, RANGE 5N MRS.

DATE: February 3, 2020

SCALE: 1" = 200'

Grantor: City of Franklin et al.
Property Address: 150 Baxter Dr., Franklin, OH 45005
Parcel Number: 03-01-100-004 – Pt.
Auditor's Account Number: 2144786

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio, Village of Carlisle, Ohio and Village of Germantown, Ohio**, each being an Ohio municipal corporation, whose tax mailing address for this parcel is c/o Franklin Regional WWT Corp., 8401 Claude Thomas No 21J, Franklin, Ohio 45005 (collectively the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of ONE DOLLAR (\$ 1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under and above certain real estate owned by the Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,

2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 208.4707 acres, and being the same premises described in a deed recorded in O.R. Vol. 1121, Page 561 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related

above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. The Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

The Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

[the remainder of the page is blank]

GRANTOR:

IN EXECUTION WHEREOF, the City of Franklin, Ohio, an Ohio municipal corporation, a Grantor herein, has caused this instrument to be executed on the date stated below by _____, whose title is _____, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. _____, dated _____.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the ____ day of _____, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of the **City of Franklin, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. The oath or affirmation was administered to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

[SEAL]

Notary Public: _____

My Commission Expires: _____

[the remainder of the page is blank]

IN EXECUTION WHEREOF, the Village of Carlisle, Ohio, an Ohio municipal
 corporation, a Grantor herein, has caused this instrument to be executed on the date stated
 below by _____, whose title is _____, as its duly
 authorized representative pursuant to Village of Carlisle Ordinance/Resolution No. _____,
 dated _____.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the ____ day of _____, 2021, before me, the subscriber,
 a Notary Public, in and for said County and State, personally appeared the person known or
 proven to me to be _____, whose title is _____, of the
Village of Carlisle, Ohio, an Ohio municipal corporation, and pursuant to the authority granted
 to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge
 the signing thereof to be his or her voluntary act and deed. The oath or affirmation was
 administrated to the signer by the undersigned with regard to the notarial act in compliance with
 R.C. 147.542 (D)(2).

[SEAL]

Notary Public: _____

My Commission Expires: _____

[the remainder of the page is blank]

IN EXECUTION WHEREOF, the Village of Germantown, Ohio, an Ohio municipal corporation, a Grantor herein, has caused this instrument to be executed on the date stated below by _____, whose title is _____, as its duly authorized representative pursuant to Village of Carlisle Ordinance/Resolution No. _____, dated _____.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the ____ day of _____, 202____, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be _____, whose title is _____, of the **Village of Germantown, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. The oath or affirmation was administrated to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

[SEAL]

Notary Public: _____

My Commission Expires: _____

[the remainder of the page is blank]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution Number _____, dated _____.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 202____, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is President or Vice-President of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: _____
My Commission Expires: _____

Approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

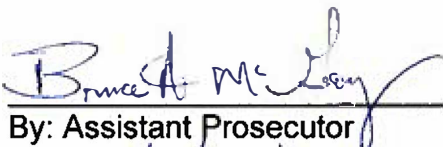

 By: Assistant Prosecutor
 Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER**NON-POTABLE WATER LINE EASEMENT****Parcel #03-01-100-004**

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

Situate in Section 1, Town 1E, Range 5N M.Rs., City of Franklin, Warren County, Ohio, being part of a 208.4707 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 1121 pg. 561 and being more particularly described as follows:

Commencing at a point in the northerly line of said parcel, Thence;

Along the northerly line North 88°29'29" West for 65.62 feet to the TRUE POINT OF BEGINNING Thence;

Leaving said northerly line through said parcel the following 23 courses

1. South 0°00'00" East, 54.38 feet, Thence;
2. North 90°00'00" West 12.50 feet to a point, Thence;
3. South 0°00'00" East, 51.87 feet, Thence;
4. South 90°00'00" East 8.50 feet to a point, Thence;
5. South 0°00'00" East 61.01 feet to a point, Thence;
6. North 90°00'00" West 10.50 feet to a point, Thence;
7. South 0°00'00" East 690.92 feet to a point, Thence;
8. South 13°31'22" East 131.96 feet to a point, Thence;
9. South 1°26'27" East 625.45 feet to a point, Thence;
10. South 23°52'11" West 362.94 feet to a point in an old lot line, , Thence;
11. South 4°48'05" West 86.57' to a point in the southerly line of said parcel Thence;
12. Along said southerly line South 88°22'24" West 25.16 feet to a point, Thence;
13. Leaving said southerly line North 4°48'05" East 93.59', Thence;
14. North 23°52'11 "East 361.52 feet to a point, Thence;
15. South 1°26'27" West 617.19 feet to a point, Thence;
16. North 13°31'22" West 132.28 feet to a point, Thence;
17. North 0°00'00" East 693.89 feet to a point, Thence;
18. North 90°00'00" West 6.50 feet to a point, Thence;
19. North 0°00'00" West 61.01 feet to a point, Thence;
20. North 90°00'00" West 8.50 feet to a point, Thence;
21. North 0°00'00" West 51.87 feet to a point, Thence;
22. North 90°00'00" West 12.50 feet to a point, Thence;
23. North 0°00'00" West 55.70 feet to a point in the north line of said Parcel, Thence;

Along said north parcel line South 88°29'29" East, 50.02 feet to the TRUE POINT OF BEGINNING.

EXHIBT A

This easement area contains 1.2412 Acres or 54,065 square feet, being subject to all legal highways and any and all easements of record.

The above description was prepared on February 3, 2020 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.

Scott R. Lindgren

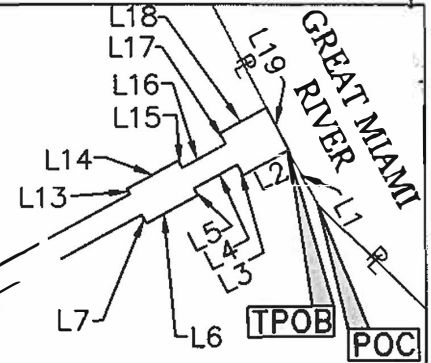
EXHIBIT B

R-21-13 Exhibit 4

LINE	BEARING	DIST.
L1	N88°29'29"W	65.62'
L2	S0°00'00"E	54.38'
L3	N90°00'00"W	12.50'
L4	S 0°00'00"E	51.87'
L5	S90°00'00"E	8.50'
L6	S 0°00'00"E	61.01'
L7	N90°00'00"W	10.50'
L8	S23°52'11"W	362.94'
L9	S4°48'05"W	86.57'
L10	S88°22'24"W	25.16'
L11	N 4°48'05"E	93.59'
L12	N23°52'11"E	361.52'
L13	N90°00'00"W	6.50'
L14	N 0°00'00"W	61.01'
L15	S90°00'00"E	8.50'
L16	N 0°00'00"W	51.87'
L17	N90°00'00"W	12.50'
L18	N 0°00'00"W	55.70'
L19	S88°29'29"E	50.02'

NON-POTABLE
WATER LINE
EASEMENT
54,065 SF

CITY OF FRANKLIN ET AL
PAR # 03-01-100-004
VOL. 1121 PG. 561
O.R. 208.4707 AC.



N13°31'22"W
132.28'

N1°26'27"W
617.19'

S13°31'22"E
131.96'

S1°26'27"E~625.45'

MIAMI CONSERVANCY DISTRICT
PAR # 03-01-276-001

PROJECT BEARING: NAD83
PER GPS OBSERVATIONS

THIS PLAT WAS PREPARED FROM A FIELD SURVEY, EXISTING
DEEDS AND PLATS OF RECORD. ALL RECORDED DOCUMENTS
USED TO ESTABLISH EASEMENT ARE LISTED ON THE PLAT

SCALE: 1"=200'



Prepared By:



Consultants, LLC
Engineers and Surveyors
10856 Kenwood Rd
Cincinnati, OH 45242
513.469.6600

SCOTT LINDGREN, P.S. NO. 7853
RA CONSULTANTS LLC

DATE: _____

PLAT OF EASEMENT CITY OF FRANKLIN PAR # 03-01-100-004	
CITY OF FRANKLIN WARREN COUNTY, OHIO	
SECTION 1, TOWN 1E, RANGE 5N MR6	
DATE: February 3, 2020	SCALE: 1" = 200'

Legislative Cover Memo

Meeting Date: March 1, 2021

Agenda Item: **Resolution 2021-14**
AMENDING RESOLUTION 2020-66 AND AUTHORIZING
POSITION TITLES AND THE NUMBER OF POSITIONS FOR
EACH TITLE FOR CITY OF FRANKLIN PERSONNEL FOR THE
YEAR 2021

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: Increasing the number of Patrol Officers from nineteen (19) to twenty (20) on a temporary basis to allow for the immediate hire to fill an anticipated vacancy resulting from the retirement of Lt. Gerry Massey, to occur on April 14, 2021. There is one remaining candidate left on the current list who cannot advance without the creation of the additional position requested through this Resolution. If the additional position is not created now, then additional time will be required to fill the vacancy resulting from Lt. Massey's retirement because the current civil service eligibility list will have expired.

If Council approves this Resolution, the candidate would then need to undergo and pass the post-offer background investigation. Next, if eligible for hire, the candidate, will require at least a full three months of Officer Field Training.

Additionally, a medical leave is currently anticipated which will reduce staffing. By proactively creating an additional Patrol Officer position the time to onboard the officer, if eligible for hire, will be significantly decreased which will allow the Police Department to better address its staffing needs in light of the anticipated retirement and medical leave.

In the future, this Resolution can be again amended to reduce the number of Patrol Officers from twenty (20) to nineteen (19).

Budget Impact: **Negligible, if any, and the upcoming budget accounts for the staffing needs proposed by this Resolution.**

Exhibits: None.

Recommendation: Approval.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-14

AMENDING RESOLUTION 2020-66 AND AUTHORIZING POSITION TITLES AND THE NUMBER OF POSITIONS FOR EACH TITLE FOR CITY OF FRANKLIN PERSONNEL FOR THE YEAR 2021

WHEREAS Section 3.03 of the City of Franklin Charter grants this Council the power to fix the number of employees in the various offices, departments, divisions, bureaus, boards and commissions of the City, by ordinance or resolution; and

WHEREAS, Section 171.04 of the Codified Ordinances of the City of Franklin requires this Council, by ordinance or resolution, to establish a yearly list of position titles and the number of positions that may be filled under each title for each department of the City government; and

WHEREAS, on December 21, 2020 this Council passes Resolution 2020-66 Authorizing position titles for each title for City of Franklin personnel for the Year 2021

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, a majority of the members of Council present concurring, that:

Section 2. Resolution 2020-66 is hereby repealed; and

Section 2. The following list of position titles and the number of positions to be filled under each title for the year 2021 is hereby authorized and approved, subject to the availability of funds authorized in the Annual Appropriations Ordinance:

	<u>Full -Time</u>	<u>Part-Time</u>	<u>Volunteer</u>
A. Council:			
Clerk of Council	1	0	
B. Administration:			
City Manager	1	0	
Admin. Assistant to City Manager	1	0	
Secretary to City Manager	0	1	
C. Finance Department:			
Finance Director	1	0	
<u>Finance Division:</u>			
Secretary to Director	1	0	
Assistant to Finance Director	0	1	
Utility/Income Tax Clerk	1	0	
<u>Income Tax Division:</u>			
Income Tax Administrator	1	0	
Income Tax Clerk	0	1	

	<u>Full -Time</u>	<u>Part-Time</u>	<u>Volunteer</u>
Seasonal Income Tax Clerk	0	1	
<u>Utility Billing Division:</u>			
Utility Billing Administrator	1	0	
Utility Clerk	1	1	
D. Law Department:			
Law Director	0	1 (contractual)	
Prosecutor	0	1	
E. Public Works Department:			
Public Works Director	1	0	
Secretary to Director	1	0	
City Engineer/Zoning Official	1	0	
Custodian	1	0	
Seasonal Labor	0	10	
<u>Parks Division:</u>			
Park Worker/Lead	1	0	
Park Worker	1	0	
Pool Manager	0	1	
Asst. Pool Manager	0	1	
Pool Personnel (including Lifeguards)	0	40	
<u>Stormwater Division:</u>			
Utility Person – Stormwater	2	0	
<u>Streets Division:</u>			
Street Superintendent	1	0	
Utility Person – Street	4	0	
<u>Water Division & Sewer Division:</u>			
Water & Sewer Superintendent	1	0	
Utility Person	7	0	
<u>Water Treatment Division:</u>			
Water Treatment Superintendent	1	0	

	<u>Full -Time</u>	<u>Part-Time</u>	<u>Volunteer</u>
F. Safety Department:			
Safety Director	0	0	
Assistant to the Safety Director	0	0	
 <u>Fire & EMS Division:</u>			
Chief	1	0	
Secretary to Fire & EMS Division	0	1	
Captain	1	0	
Lieutenant	2	0	
Firefighter	6	0	
Second Lieutenant	0	0	9
Volunteer Firefighter	0	0	65
Fire Inspector	0	1	
 <u>Police Division:</u>			
Chief	1	0	
Captain	0	0	
Lieutenant	3	0	
Sergeant	3	0	
Patrol Officer	19 20	0	
Dispatcher	7	0	
 <u>Police Division</u>			
Reserve Officer	0	0	12
Reserve Dispatcher	0	0	5
 <u>Zoning & Building Division:</u> (See City Engineer/Zoning Official)			
G. Boards & Commissions:			
Planning Comm. Secretary	0	1	
Civil Service Comm. Secretary	0	1	
 H. Municipal Court:			
Judge	0	1	
Magistrate	1	0	
Chief Bailiff	1	0	
Deputy Bailiff	0	2	
Security Officer	0	1	

	<u>Full -Time</u>	<u>Part-Time</u>	<u>Volunteer</u>
Clerk of Courts	1	0	
Chief Deputy Clerk	1	0	
Deputy Clerk	6	1	
Chief Probation Officer	1	0	
Probation Officer II	1	0	
Probation Officer I	1	0	

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. The changes set forth in this Resolution will be administered on March 1, 2021.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2021-14 passed by that body on March 1, 2021.

Khristi Dunn, Clerk of Council

Legislative Cover Memo

Meeting Date: March 1, 2021

Agenda Item: **Resolution 2021-15**
AMENDING THE POSITION DESCRIPTION FOR CHIEF OF
POLICE POSITION

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: Due to the need to fill the vacant Chief of Police position, it is prudent to review the existing position description, which was last modified in 2004. Council is asked to consider approving three changes to the existing position description in addition to properly aligning terminology to current practice. First, in anticipation of considering candidates external to the existing organization, the requirement having ten years of law enforcement experience specifically with the Franklin Division of Police is removed; however, the requirement of possessing 10 years of experience remains. Further, because external candidates may not reside in Ohio at the time of application, the requirement to possess an Ohio's Driver's license is being modified to require the candidate to obtain an Ohio's DL within 60-days. Next, we have expanded minimum acceptable characteristics to include knowledge of jail and/or correctional facility security practices. We clarified a confusing sentence (Pg. 3) and changed references from the police department to the Division of Police. Finally, we updated language as provided by Clemons Nelson.

Budget Impact: None.

Exhibits: Amended Position Description.

Recommendation: Approval.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-15

AMENDING THE POSITION DESCRIPTION FOR CHIEF OF POLICE POSITION

WHEREAS, Section 8.08 of the Franklin City Charter requires this Council to adopt a Position Classification Plan containing position descriptions for all City positions, considering the duties, authority and responsibility of each position;

WHEREAS, this Council adopted a Position Classification Plan and a position descriptions for the Chief position within the Police Division on August 18, 2003, and last updated the position in 2004; and

WHEREAS, upon the request and recommendation of the City Manager/Safety Director, this Council now finds it desirable to update the position description;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members of Council present concurring, that:

Section 1. The position description for Police Chief is hereby amended as shown in the attached Exhibit A.

Section 2. That this resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2021-15 passed by that body on March 1, 2021.

_____, Clerk of Council

CITY OF FRANKLIN
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 4

Position Number:

Name:

Class Number:

Class Title:

Police Chief

Civil Service Status: Classified

Dept./Div.: Police

Employment Status: Full-time

Reports To: Safety Director

FLSA Status: Exempt

Supervises: All sworn and non-sworn

Pay:

Division personnel

QUALIFICATIONS:

Bachelor's degree in law enforcement or related field preferred; ten ~~(10)~~ years law enforcement experience ~~with experience in the Franklin Police Department~~, including five ~~(5)~~ years experience in a command or supervisory rank; must pass civil service exam; must pass criminal history check.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Valid Ohio driver's license and obtain Ohio driver's license within sixty days if current license is registered with another state; current Ohio Peace Officer Training Certificate; must meet the requirements to be bonded; within six months of appointment complete training for newly appointed police chiefs as prescribed by law; has completed or within twelve months of appointment as police chief must complete a sanctioned/qualifying police command school such as Chief Law Enforcement Executive or Police Executive Leadership Program or comparable; complete annual recertification in divisional firearms; within sixty days of appointment complete training certificate for handling of missing children and child abuse and neglect cases from an approved Ohio, county, township or municipal police office basic training program.

MINIMUM ACCEPTABLE CHARACTERISTICS: (* indicates developed after employment)

Knowledge of: budgeting; inventory control; jail and/or correctional facility security practices, procedures, and equipment; LEADS computer operations; public safety radio dispatching procedures; safety practices and procedures; ~~department~~ division goals and objectives; ~~department~~ division policies and procedures; criminology; investigation techniques; arrest procedures; law enforcement procedures and methods; techniques of collection and preservation of evidence; federal, state, and local laws; law enforcement administration; surveillance techniques; security practices and procedures; interpersonal relations; public relations; media relations; rules of evidence; supervisory principles and practices; civil rights.

Developed by:

Date Adopted: 08-18-2003

Clemans, Nelson & Associates, Inc.

Date Revised: 04-05-2004, 03-01-2021

Loveland, Ohio 45140

{7/25/2007 PDFRKCI 00046106.DOC}

Skill in: computer operation; motor vehicle operation; operation and care of firearms; use of restraint devices.

Ability to: deal with many variables and determine specific action; recognize unusual or threatening conditions and take appropriate action; apply management principles to solve agency problems; define problems, collect data, establish facts, and draw valid conclusions; exercise independent judgment and discretion; understand, interpret, and apply laws, rules, or regulations to specific situations; determine material and equipment needs; add, subtract, multiply, and divide whole numbers; prepare routine correspondence; prepare accurate documentation; compile and prepare reports; communicate effectively; train or instruct others; handle sensitive or technical inquiries from and contacts with officials and general public; develop and maintain effective working relationships.

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101.

1. ~~Plans, directs, and exercises supervision over the activities of the entire division; formulates and enforces rules and regulations; makes all personnel assignments and schedules; reviews activities and reports of all division employees; sets department goals.)~~
Plans, directs, and exercises general supervision over the work of the entire division (e.g., schedules and assigns tasks, participates as required and/or permitted in Civil Service appointment process, recommends discipline, evaluates performance, receives grievances or employee complaints, approves and recommends employee leave requests, attends or participates in meetings in which policy questions are reviewed or discussed, develops and implements policy, recommends policy changes, participates in personnel or labor relations activities, has access to other employees' personnel files, serves as a member of management's collective bargaining negotiating team, has unlimited access to financial data used in the payroll and benefit budgeting process, has access to financial data used in monitoring division revenue/income, etc.); handles employee issues; makes all personnel assignments within the division; reviews activities and reports of officers; enforces disciplinary measures when necessary; ensures that recruits and regular officers receive adequate training in police methods and procedures.
2. Directs the preparation and maintenance of police reports and files; directs the investigation of major criminal offenses; cooperates with local, state, and federal officers in the apprehension of wanted persons; works with other law enforcement agencies to coordinate the efforts supplied by the division and enhance the stability of police effectiveness; sees that reports are prepared for the City Manager, City Council and other departments/divisions requiring the expertise of the Chief's Office; briefs elected and appointed officials of police activities and issues.

Developed by:

Date Adopted: 08-18-2003

Clemans, Nelson & Associates, Inc.

Date Revised: 04-05-2004, 03-01-2021

Loveland, Ohio 45140

{7/25/2007 PDFRKCI 00046106.DOC}

3. Personally leads and provides command responsibility for police tactical operations when required; ensures that division personnel receive and maintain adequate levels of training; formulates and maintains operational and administrative files: required by City police, state and federal regulations and department requirements; maintains liaison with local, state, and federal courts; performs regular patrol duties.
4. ~~Prepares the division budget and controls the expenditures of division funds for~~ Prepares budget estimates and controls the expenditures of all division funds including personnel costs, supplies, equipment, maintenance, and operational needs; conducts division correspondence; requisitions supplies and recommends the purchase of necessary equipment; performs administrative tasks.
5. Maintains division vehicles and equipment; controls the operation of the municipal jail.
6. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
7. Demonstrates regular and predictable attendance.

OTHER DUTIES AND RESPONSIBILITIES:

8. May be required to attend City Council or other City meetings.
9. Performs other duties as required.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive.

Computer, radio, firearms, first aid devices, patrol car, handcuffs, baton.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS: (For purposes of O.R.C. 4167)

Work conditions vary by shift. Some tasks are performed outside while working from a police cruiser. Few tasks require heavy lifting, pushing, pulling, or carrying heavy loads. Flexibility is important because of the need frequently to enter and exit vehicles, inspect buildings, climb over and around obstacles, suddenly move out of the way of danger, etc. Mental alertness is very important because of the need to make fine discriminations and decisions concerning subtle cues of impending danger or to discover

Developed by:

Date Adopted: 08-18-2003

Clemans, Nelson & Associates, Inc.

Date Revised: 04-05-2004, 03-01-2021

Loveland, Ohio 45140

{7/25/2007 PDFRKC1 00046106.DOC}

inconsistencies in witnesses' or suspects' testimonies, etc. Physical and mental demands may change dramatically within a few seconds and tax the maximum of human endurance. Therefore, incumbents must maintain a physical and mental state of fitness and readiness that will enable them to handle ~~(with minimal force and often without backup)~~ recurrent contacts and involvements with dangerous and potentially dangerous people; animals, and equipment, potentially without backup and with minimal force. The employee may be potentially exposed to human blood or other body substances.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

(Approval of Appointing Authority)

(Date)

(Employee Signature)

(Date)

Legislative Cover Memo

Meeting Date:	March 1, 2021
Agenda Item:	Resolution 2021-16 RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT POLICE CHIEF TO OUTSIDE QUALIFIED CANDIDATES
Submitted by:	Jonathan Westendorf, City Manager
Scope/Description:	If adopted, this resolution will permit a comprehensive search to be conducted for the City's next Police Chief, by allowing qualified outside candidates to apply for the position as well as any within the City's service. Additionally, the resolution approves the use of The Ohio Chiefs' of Police Association to conduct its Police Chief selection process and its proposal is attached.
Required Vote:	The affirmative vote of at least five (5) members of council is required for passage of this Resolution.
Exhibits:	Ohio Association of Chiefs of Police Advisory Services Proposal, Exhibit A
Recommendation:	We respectfully request authorization of this resolution.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-16

**RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT POLICE CHIEF TO OUTSIDE
QUALIFIED CANDIDATES**

WHEREAS, as of February 2, 2021 the position of Police Chief is vacant; and

WHEREAS, the Police Chief position is a classified position within the Civil Service; and

WHEREAS, the appointing authority for the Police Chief position is the City Manager pursuant to Part One, Title Five, Chapter 151, Section 151.02; and

WHEREAS, Part One, Title Seven, Chapter 185, Section 185.06, provides:

185.06 Promotional Examinations.

The promotional examinations for positions in the classified service may be opened to qualified candidates outside the City's service, upon the adoption of a resolution by Council, passed by an affirmative vote of at least five (5) members elected thereto.

(Ord. 2016-16. Passed 11-21-16.)

WHEREAS, Part One, Title Seven, Chapter 185, Section 185.03 (b), provides:

185.03 (b) Additional Powers and Duties: The Civil Service Commission shall also have any other powers or duties assigned to it by the Council, by ordinance or resolution, and/or by the civil service laws of the State, to the extent that those laws do not conflict with the provisions of the City's Charter.

WHEREAS, The City Manager recommends the City employ the Ohio Chiefs of Police Advisory Services to conduct the selection process and its proposal is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, that:

Section 1. It is in the best interest of the City of Franklin to consider both internal and outside qualified candidates to fill the vacant Police Chief position, which is subject to mandatory competitive testing.

Section 2. The promotional examinations for the vacant Police Chief position in the classified service is hereby opened to qualified candidates outside the City's service pursuant to Section 185.06 and 185.03(b).

Section 3. The services of the Ohio Chiefs of Police Services shall be retained to conduct the Police Chief Selection Process, which shall be conducted in compliance with all mandatory Commission rules and regulations governing the application process for Police Chief, including but not limited to

mandatory competitive testing, Chapter Six governing the application process, and general and specific candidate qualifications.

Section 4. The affirmative vote of at least five (5) members of council is required for passage of this Resolution.

Section 5. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 6. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 1, 2021

Khristi Dunn, Clerk of Council

Ohio Association of Chiefs of Police
Advisory Services Division

Timeline & Fees

POSITION

	SERVICE	TIMELINE	COST
Step A	Drafting of position announcement with Client's assistance. All services rendered shall be conducted in compliance with all mandatory Civil Service rules and regulations governing the application process for Police Chief.	Starts the clock	0.00
Step B	Broadcast communications of the position announcement includes announcements on OACP website, Facebook & Twitter social media accounts and an email broadcast to over 950 law enforcement officials across the state of Ohio, that are members of our association. We also email the position announcement to over 2000 STEP, PELC & CLEE graduates.		\$375.00¹ (OACP member rate) \$475.00¹ (non-member rate)
	Application Deadline Date:	30 days	
Step C	Receive and manage returned applications for candidate screening process and Assessment Center. Communicate with interested applicants. Acknowledge receipt of application materials. Inform applicants of their status, whether or not they have been selected to participate in the Assessment Center. Inform participants of arrangement relative to the Assessment Center. Respond to any questions applicants have during the process. (It will be the Client's responsibility after the Assessment Center to inform those who are no longer continuing in the process of their status and to inform Finalists of their status and to make arrangements with them for interviews with city officials.)	ONGOING	Performed by Client
Step D	Screening and ranking of applications against client qualifications in posting by the Lead Consultant.	60 days	\$500.00 ³
Step E	Discussions with city relative to top 6 candidates they decide to invite to Assessment Center ²	60 days	
Step F	Candidates notified of status – whether candidates are invited to Assessment Center or not invited	70 days	Performed by Client
Step G	<u>Assessment Center</u> - 1 day, up to 6 candidates with initial score & ranking list due 3 days later and with Final Report due in 1 week.	85 days	\$5,400.00 ⁴
Step H	Interviews by city officials with selected Finalists from Assessment Center. While these are normally conducted by city officials, the Lead Consultant can help. Lead Consultant fees for this step are determined once the exact nature of the help is known.	If needed	
Step I	Background checks, polygraph examinations, physical/psychological examinations are not conducted by Advisory Services and are the Client's responsibility.	To Be Determined by Client	

¹Email broadcast and posting invoiced separately upon completion.

²These steps could be undertaken by the Client.

³This assumes approximately 25 applications. If the number received is much larger, the amount charged may need to be adjusted upward.

⁴Assessment Center fees are set by the number of candidates participating. This amount will change if there are over 6 candidates.

**Ohio Association of Chiefs of Police
Advisory Services**

ASSESSMENT CENTER EXERCISE MENU

(All exercises are chosen and designed after consultation between the Lead Consultant and Client or the Client's designee. Each exercise typically contains content that is both relevant and unique to the position and the agency.)

IN-BASKET

Many of the projects and problems that confront supervisors/managers within a police organization first come to their notice through their in-basket. The In-Basket exercise closely simulates the day-to-day administrative and decision-making activities of a supervisor/manager in an actual working situation. The candidates are given scenarios typical of the promotional position and instructed to solve problems and make recommendations within a designated time frame. The items in the In-Basket exercise are a measure of the candidate's potential for performing in an actual situation. This enables the assessors to evaluate each candidate's performance to determine the degree to which the candidate's actions and decisions demonstrate sound management principles and are aligned with the expectations of the police organization and community.

WRITTEN PROBLEM-SOLVING

The purpose of a Written Problem-Solving exercise in a police assessment center is to test the candidate's skills in identifying and understanding a problem, in gathering appropriate information, and in documenting a potential solution or solutions. Critical to this exercise is the candidate's formal writing ability and skill to translate his or her mental processes into a logical documented form. This exercise is designed to test the candidate's ability to formulate situational data and related facts into a workable plan of action within a specific time frame.

GROUP DISCUSSION

Group Discussion is an exercise with a set time limit. Through discussion, candidates attempt to reach consensus on a solution to a problem or problems given to them by the assessors. Candidates display their willingness and ability to organize and process information, personally influence others, listen to other ideas, and negotiate a workable solution. Assessors observe and evaluate candidate behavior in this group setting. Therefore, it is essential that the candidates demonstrate their ability to interact with others in a positive manner.

ORAL PRESENTATION

The Oral Presentation exercise gives assessors an opportunity to observe and evaluate a candidate's ability to present ideas or tasks to an individual or group, with or without preparation. The candidate's use of non-verbal communication is also observed and evaluated. By choosing a relevant topic, assessors are provided an opportunity to evaluate the candidate's knowledge in that area. This exercise measures the candidate's ability to comprehend information presented, to give an oral presentation in a clear, concise, and logical manner, and to respond appropriately to any follow-up questions.

COUNSELING SESSION

A trained, experienced "role player" brings to the Counseling Session a scenario that has been designed by the lead consultant after discussions with the client. A Counseling Session is a form of interpersonal, face-to-face communication that takes place between the candidate and role player. A candidate must be aware that his or her every word or gesture during the Counseling Session may, in some way, affect the perception of the individual being counseled. A candidate must demonstrate the ability to motivate work performance, correct misbehavior or misperceptions, provide key information, direct actions towards an appropriate solution, develop effective working relationships, demonstrate flexibility, analyze problems, and use effective oral communications. Candidates should be cognizant of what is said and how it is said. Candidates must show they possess excellent listening skills. The candidate's attention to the body language and the responses of the role player is evaluated to determine how the candidate received and processed information.

**Ohio Associations of Chiefs of Police
Advisory Services**

OACP/IACP Dimensions

Oral Communication

Effectiveness of spoken expression in individual and group situations (including gestures and non-verbal communication).

Written Communication

Effectiveness of expression in writing.

Interpersonal Insight

Perceiving and reacting to the needs of others and understanding the impact of self on others.

Problem Analysis

Skill in identifying problems, securing relevant information and identifying possible causes of problems.

Judgment

Ability to develop alternative solutions to problems, to evaluate courses of action, and to reach logical decisions.

Decisiveness

Readiness to make decisions, render judgment, take action, and commit oneself.

Planning and Organization

Ability to efficiently establish an appropriate course of action for self or others to accomplish a specific goal, to make proper assignments of personnel, and to use resources appropriately.

Delegation and Control

Effectiveness in the direction, monitoring, assessment and development of subordinates.

3/9/2010

Ohio Association of Chiefs of Police (OACP) Advisory Services

WHY OUR ASSESSMENT CENTER PROCESS EXCELS

- **OUR PROCESS WAS CREATED BY EXPERIENCED LAW ENFORCEMENT EXECUTIVES.**
- **EVERY STEP OF THE PROCESS IS CONDUCTED BY EXPERIENCED & TRAINED LAW ENFORCEMENT EXECUTIVES ONLY, INCLUDING:**
 - ⇒ PRE-ASSESSMENT DATA GATHERING MEETING & PROCESS
 - ⇒ CONSTRUCTION OF EXERCISES TO BE USED IN THE ASSESSMENT CENTER
 - ⇒ ADMINISTRATION OF THE EXERCISES
 - ⇒ ANALYSIS OF EACH CANDIDATE'S PERFORMANCE
 - ⇒ THE WRITING OF THE FINAL REPORT
- **WE DO NOT BELIEVE IN A "ONE SIZE FITS ALL" PHILOSOPHY.** EVERY ASSESSMENT CENTER IS DIFFERENT BECAUSE EACH IS DESIGNED AFTER MEETING IN ADVANCE WITH STAKEHOLDERS AND STUDYING EACH POLICE DEPARTMENT'S UNIQUE CHARACTERISTICS.
- **WE OFFER A FORMAL JOB TASK ANALYSIS** – WE CONDUCT A FORMAL, ONLINE JOB TASK ANALYSIS USING A 70+ LIST OF TASKS FOR EACH OF 3 LEVELS. BETTER MEETS EEOC REQUIREMENTS.
- **YOU HAVE FINAL APPROVAL REGARDING THE CONSULTANTS THAT WILL PERFORM YOUR ASSESSEMENT CENTER.** WE HAVE A LARGE AND DIVERSE STAFF OF LEAD CONSULTANTS AND ASSESSORS.
- **WE DO MANY ASSESSMENT CENTERS** – OVER 1100 SINCE 1985.
- **WE WILL BE HERE FOR YOU YEAR AFTER YEAR** – OACP STARTED IN 1928 AND NOW REPRESENTS OVER 1000 MEMBERS STATEWIDE. OACP BELIEVES IN THE ASSESSMENT CENTER PROCESS AND WILL CONTINUE TO MAKE IT AVAILABLE FOR ALL POLICE DEPARTMENTS IN THE STATE.
- **WE DO IT BY THE RULES** - OACP ADVISORY SERVICES ASCRIBES TO THE PROCESS DESCRIBED IN THE CURRENT "GUIDELINES AND ETHICAL CONSIDERATIONS FOR ASSESSMENT CENTER OPERATIONS," AS ENDORSED BY THE *INTERNATIONAL CONGRESS ON ASSESSMENT CENTER METHODS*.

Updated 6/2020

Legislative Cover Memo

Meeting Date:	March 1, 2021
Agenda Item:	Resolution 2021-17 RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT POLICE CHIEF TO OUTSIDE QUALIFIED CANDIDATES
Submitted by:	Jonathan Westendorf, City Manager
Scope/Description:	<p>If adopted, this resolution will permit a comprehensive search to be conducted for the City's next Police Chief, by allowing qualified outside candidates to apply for the position as well as any within the City's service. Additionally, the resolution approves the use of The Ohio Chiefs' of Police Association to conduct its Police Chief selection process as well as The Ferrell Group's Assessment proposal.</p> <p>If approved, The Ferrell Group would be utilized for the assessment center function only and the OACP would be used for all other components of the process. The Ferrell Group only provided a verbal cost proposal for assessment center function of \$5,400.</p>
Required Vote:	The affirmative vote of at least five (5) members of council is required for passage of this Resolution.
Exhibits:	Ohio Association of Chiefs of Police Advisory Services Proposal, Exhibit A The Ferrell Group's Assessment Center Exercises Proposal, Exhibit B
Recommendation:	Staff does not support the passage of this Resolution.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-17

**RESOLUTION OPENING PROMOTIONAL EXAMINATIONS FOR VACANT POLICE CHIEF TO OUTSIDE
QUALIFIED CANDIDATES**

WHEREAS, as of February 2, 2021 the position of Police Chief is vacant; and

WHEREAS, the Police Chief position is a classified position within the Civil Service; and

WHEREAS, the appointing authority for the Police Chief position is the City Manager pursuant to Part One, Title Five, Chapter 151, Section 151.02; and

WHEREAS, Part One, Title Seven, Chapter 185, Section 185.06, provides:

185.06 Promotional Examinations.

The promotional examinations for positions in the classified service may be opened to qualified candidates outside the City's service, upon the adoption of a resolution by Council, passed by an affirmative vote of at least five (5) members elected thereto.

(Ord. 2016-16. Passed 11-21-16.)

WHEREAS, Part One, Title Seven, Chapter 185, Section 185.03 (b), provides:

185.03 (b) Additional Powers and Duties: The Civil Service Commission shall also have any other powers or duties assigned to it by the Council, by ordinance or resolution, and/or by the civil service laws of the State, to the extent that those laws do not conflict with the provisions of the City's Charter.

WHEREAS, A hybrid of services may be contracted to conduct the selection process: The Ohio Chiefs of Police Advisory Services (proposal is attached as Exhibit A) and The Ferrell Group Assessment Center Exercises (proposal is attached as Exhibit B).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, that:

Section 1. It is in the best interest of the City of Franklin to consider both internal and outside qualified candidates to fill the vacant Police Chief position, which is subject to mandatory competitive testing.

Section 2. The promotional examinations for the vacant Police Chief position in the classified service is hereby opened to qualified candidates outside the City's service pursuant to Section 185.06 and 185.03(b).

Section 3. The services of the Ohio Chiefs of Police Services shall be retained to conduct the Police Chief Selection Process, which shall be conducted in compliance with all mandatory Commission

rules and regulations governing the application process for Police Chief, including but not limited to mandatory competitive testing, Chapter Six governing the application process, and general and specific candidate qualifications. The only exception is that The Ferrell Group shall be retained not to exceed \$5,400 to conduct the Assessment Center in compliance with the Civil Service Rules and Regulations.

Section 4. The affirmative vote of at least five (5) members of council is required for passage of this Resolution.

Section 5. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 6. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 1, 2021

Khristi Dunn, Clerk of Council

Ohio Association of Chiefs of Police
Advisory Services Division

Timeline & Fees

POSITION

	SERVICE	TIMELINE	COST
Step A	Drafting of position announcement with Client's assistance. All services rendered shall be conducted in compliance with all mandatory Civil Service rules and regulations governing the application process for Police Chief.	Starts the clock	0.00
Step B	Broadcast communications of the position announcement includes announcements on OACP website, Facebook & Twitter social media accounts and an email broadcast to over 950 law enforcement officials across the state of Ohio, that are members of our association. We also email the position announcement to over 2000 STEP, PELC & CLEE graduates.		\$375.00¹ (OACP member rate) \$475.00¹ (non-member rate)
	Application Deadline Date:	30 days	
Step C	Receive and manage returned applications for candidate screening process and Assessment Center. Communicate with interested applicants. Acknowledge receipt of application materials. Inform applicants of their status, whether or not they have been selected to participate in the Assessment Center. Inform participants of arrangement relative to the Assessment Center. Respond to any questions applicants have during the process. (It will be the Client's responsibility after the Assessment Center to inform those who are no longer continuing in the process of their status and to inform Finalists of their status and to make arrangements with them for interviews with city officials.)	ONGOING	Performed by Client
Step D	Screening and ranking of applications against client qualifications in posting by the Lead Consultant.	60 days	\$500.00 ³
Step E	Discussions with city relative to top 6 candidates they decide to invite to Assessment Center ²	60 days	
Step F	Candidates notified of status – whether candidates are invited to Assessment Center or not invited	70 days	Performed by Client
Step G	<u>Assessment Center</u> - 1 day, up to 6 candidates with initial score & ranking list due 3 days later and with Final Report due in 1 week.	85 days	\$5,400.00 ⁴
Step H	Interviews by city officials with selected Finalists from Assessment Center. While these are normally conducted by city officials, the Lead Consultant can help. Lead Consultant fees for this step are determined once the exact nature of the help is known.	If needed	
Step I	Background checks, polygraph examinations, physical/psychological examinations are not conducted by Advisory Services and are the Client's responsibility.	To Be Determined by Client	

¹Email broadcast and posting invoiced separately upon completion.

²These steps could be undertaken by the Client.

³This assumes approximately 25 applications. If the number received is much larger, the amount charged may need to be adjusted upward.

⁴Assessment Center fees are set by the number of candidates participating. This amount will change if there are over 6 candidates.

**Ohio Association of Chiefs of Police
Advisory Services**

ASSESSMENT CENTER EXERCISE MENU

(All exercises are chosen and designed after consultation between the Lead Consultant and Client or the Client's designee. Each exercise typically contains content that is both relevant and unique to the position and the agency.)

IN-BASKET

Many of the projects and problems that confront supervisors/managers within a police organization first come to their notice through their in-basket. The In-Basket exercise closely simulates the day-to-day administrative and decision-making activities of a supervisor/manager in an actual working situation. The candidates are given scenarios typical of the promotional position and instructed to solve problems and make recommendations within a designated time frame. The items in the In-Basket exercise are a measure of the candidate's potential for performing in an actual situation. This enables the assessors to evaluate each candidate's performance to determine the degree to which the candidate's actions and decisions demonstrate sound management principles and are aligned with the expectations of the police organization and community.

WRITTEN PROBLEM-SOLVING

The purpose of a Written Problem-Solving exercise in a police assessment center is to test the candidate's skills in identifying and understanding a problem, in gathering appropriate information, and in documenting a potential solution or solutions. Critical to this exercise is the candidate's formal writing ability and skill to translate his or her mental processes into a logical documented form. This exercise is designed to test the candidate's ability to formulate situational data and related facts into a workable plan of action within a specific time frame.

GROUP DISCUSSION

Group Discussion is an exercise with a set time limit. Through discussion, candidates attempt to reach consensus on a solution to a problem or problems given to them by the assessors. Candidates display their willingness and ability to organize and process information, personally influence others, listen to other ideas, and negotiate a workable solution. Assessors observe and evaluate candidate behavior in this group setting. Therefore, it is essential that the candidates demonstrate their ability to interact with others in a positive manner.

ORAL PRESENTATION

The Oral Presentation exercise gives assessors an opportunity to observe and evaluate a candidate's ability to present ideas or tasks to an individual or group, with or without preparation. The candidate's use of non-verbal communication is also observed and evaluated. By choosing a relevant topic, assessors are provided an opportunity to evaluate the candidate's knowledge in that area. This exercise measures the candidate's ability to comprehend information presented, to give an oral presentation in a clear, concise, and logical manner, and to respond appropriately to any follow-up questions.

COUNSELING SESSION

A trained, experienced "role player" brings to the Counseling Session a scenario that has been designed by the lead consultant after discussions with the client. A Counseling Session is a form of interpersonal, face-to-face communication that takes place between the candidate and role player. A candidate must be aware that his or her every word or gesture during the Counseling Session may, in some way, affect the perception of the individual being counseled. A candidate must demonstrate the ability to motivate work performance, correct misbehavior or misperceptions, provide key information, direct actions towards an appropriate solution, develop effective working relationships, demonstrate flexibility, analyze problems, and use effective oral communications. Candidates should be cognizant of what is said and how it is said. Candidates must show they possess excellent listening skills. The candidate's attention to the body language and the responses of the role player is evaluated to determine how the candidate received and processed information.

**Ohio Associations of Chiefs of Police
Advisory Services**

OACP/IACP Dimensions

Oral Communication

Effectiveness of spoken expression in individual and group situations (including gestures and non-verbal communication).

Written Communication

Effectiveness of expression in writing.

Interpersonal Insight

Perceiving and reacting to the needs of others and understanding the impact of self on others.

Problem Analysis

Skill in identifying problems, securing relevant information and identifying possible causes of problems.

Judgment

Ability to develop alternative solutions to problems, to evaluate courses of action, and to reach logical decisions.

Decisiveness

Readiness to make decisions, render judgment, take action, and commit oneself.

Planning and Organization

Ability to efficiently establish an appropriate course of action for self or others to accomplish a specific goal, to make proper assignments of personnel, and to use resources appropriately.

Delegation and Control

Effectiveness in the direction, monitoring, assessment and development of subordinates.

3/9/2010

Ohio Association of Chiefs of Police (OACP) Advisory Services

WHY OUR ASSESSMENT CENTER PROCESS EXCELS

- **OUR PROCESS WAS CREATED BY EXPERIENCED LAW ENFORCEMENT EXECUTIVES.**
- **EVERY STEP OF THE PROCESS IS CONDUCTED BY EXPERIENCED & TRAINED LAW ENFORCEMENT EXECUTIVES ONLY, INCLUDING:**
 - ⇒ PRE-ASSESSMENT DATA GATHERING MEETING & PROCESS
 - ⇒ CONSTRUCTION OF EXERCISES TO BE USED IN THE ASSESSMENT CENTER
 - ⇒ ADMINISTRATION OF THE EXERCISES
 - ⇒ ANALYSIS OF EACH CANDIDATE'S PERFORMANCE
 - ⇒ THE WRITING OF THE FINAL REPORT
- **WE DO NOT BELIEVE IN A "ONE SIZE FITS ALL" PHILOSOPHY.** EVERY ASSESSMENT CENTER IS DIFFERENT BECAUSE EACH IS DESIGNED AFTER MEETING IN ADVANCE WITH STAKEHOLDERS AND STUDYING EACH POLICE DEPARTMENT'S UNIQUE CHARACTERISTICS.
- **WE OFFER A FORMAL JOB TASK ANALYSIS** – WE CONDUCT A FORMAL, ONLINE JOB TASK ANALYSIS USING A 70+ LIST OF TASKS FOR EACH OF 3 LEVELS. BETTER MEETS EEOC REQUIREMENTS.
- **YOU HAVE FINAL APPROVAL REGARDING THE CONSULTANTS THAT WILL PERFORM YOUR ASSESSEMENT CENTER.** WE HAVE A LARGE AND DIVERSE STAFF OF LEAD CONSULTANTS AND ASSESSORS.
- **WE DO MANY ASSESSMENT CENTERS** – OVER 1100 SINCE 1985.
- **WE WILL BE HERE FOR YOU YEAR AFTER YEAR** – OACP STARTED IN 1928 AND NOW REPRESENTS OVER 1000 MEMBERS STATEWIDE. OACP BELIEVES IN THE ASSESSMENT CENTER PROCESS AND WILL CONTINUE TO MAKE IT AVAILABLE FOR ALL POLICE DEPARTMENTS IN THE STATE.
- **WE DO IT BY THE RULES** - OACP ADVISORY SERVICES ASCRIBES TO THE PROCESS DESCRIBED IN THE CURRENT "GUIDELINES AND ETHICAL CONSIDERATIONS FOR ASSESSMENT CENTER OPERATIONS," AS ENDORSED BY THE *INTERNATIONAL CONGRESS ON ASSESSMENT CENTER METHODS*.

Updated 6/2020

ASSESSMENT CENTER EXERCISES

WRITTEN PROBLEM EXERCISE

The Written Problem Exercise is designed to provide candidate the opportunity to demonstrate knowledge on a variety of problems, situations or scenarios that are routinely encountered by those working in the perspective role being assessed. Problems generally involve awareness of technical issues, the community, and the agency as well as more abstract and contemporary topics. The problems provide ample opportunity to assess candidate's decision-making and judgment. Evaluation of the candidate's written communication skills is another important component of this exercise.

ORAL PRESENTATION EXERCISE

The Oral Presentation Exercise is intended to replicate an oral presentation commonly associated with the perspective role being assessed. The exercise provides the candidate an opportunity to demonstrate skills needed to be successful in a public speaking forum. Generally, this exercise will provide the assessment team ample time to evaluate the candidate's command presence, planning, and oral communication skills as well as their knowledge of their environment.

COUNSELING EXERCISE

The Counseling Exercise involves putting the candidate in a simulated office setting and exposing them to a myriad of problems or issues routinely associated with the perspective role being assessed. The Counseling Problem may include scenarios with internal co-workers, peers or subordinates. The exercise may also involve dealing with external stakeholders, such as residents, other law enforcement professionals or employees outside of the immediate candidate environment. Dimensions usually assessed during this exercise include oral communication skills, command presence and interpersonal sensitivity. An awareness of the perspective role and the environment of the community and agency are very important.

STRUCTURED ORAL INTERVIEW EXERCISE

The Structured Oral Interview Exercise is essential to providing the candidate an opportunity to demonstrate personal perspectives, philosophies, and assessment of their own strengths and weaknesses. This exercise is designed to create a more personal "one on one" forum. Core or base questions are posed to each candidate regarding the perspective role being assessed. Follow-up questions based on candidate responses are an essential element to the exercise. Generally, an opportunity to assess the following dimensions is included in the questions; command presence, oral communication skills, interpersonal sensitivity, and awareness of the perspective role being assessed.

The exercise may include two phases; the structured interview and a spontaneous or ad-hoc scenario.

ASSESSMENT DIMENSIONS

Command Presence: Projecting a positive impression, proactive control, appearance, competence and a favorable presence. Also includes personal confidence that demonstrates poise and bearing, especially in managing stressful situations.

Oral Communication: The demonstrated ability to effectively express ideas to an individual or group. Oral Communication includes the willingness to listen to others, and in a convincing manner gain agreement or acceptance. Oral Communication includes exhibited non-verbal communication.

Written Communication: The demonstrated ability to communicate in written form in a legible, clear and concise manner.

Organizational Integrity: Action that indicates commitment to and maintenance of departmental standards, norms, goals and ethics.

Awareness of Perspective Role: The demonstrated awareness of the role of the position being tested, to include internal and external factors that may influence or affect the candidate's ability to be successful in that capacity.

Interpersonal Sensitivity: Actions that indicate an attention to the needs, feeling and expressions of others. Indicators of good Interpersonal Sensitivity includes the willingness to listen and the demonstrated ability to empathize with others.

Decision Making/Judgment: The demonstrated ability to comprehend information, assess the relevant points and make a recommendation for action. The basis for the decision should include attention to alternatives for action and should be considered a sound, rational decision from an organizational perspective. Ideally, decisions will reflect a good conceptual "big picture" mindset.

Supervision: Management and Administration: Knowledge of concepts and theories relative to police supervision, management, and administration.

Planning and Organization: Ability to efficiently establish an appropriate course of action for self or others to accomplish a specific goal, to make proper assignments of personnel, and to use resources appropriately.

Development of Subordinate: Ability to maximize potential of the subordinate through training and developmental activities. Demonstrates expressed knowledge of internal and external available resources to enhance development of the subordinate.

Leadership and Control: Effectively applies the knowledge, concepts, theories and techniques of police leadership to monitor, evaluate, coach and correct subordinates' work performance.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-18

**APPROVING OR REJECTING THE TENTATIVE AGREEMENT WITH THE FRANKLIN LAW
ENFORCEMENT ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
COLLECTIVE BARGAINING CONTRACT**

WHEREAS, in accordance with Ohio law and the rules and regulations of the State Employment Relations Board, the City and the Franklin Law Enforcement Association have negotiated a tentative collective bargaining agreement regarding the employees who are members of said Union; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members elected thereto concurring, that:

Section 1. The tentative collective bargaining agreement between the City and the Franklin Law Enforcement Association is hereby approved/rejected (circle one).

Section 2. Assuming the Franklin Law Enforcement Association approves the collective bargaining agreement as well within the required time, the City Manager is hereby authorized/not authorized (circle one) to execute, on behalf of the City, a three-year collective bargaining agreement (2021, 2022 and 2023) with the Franklin Law Enforcement Association.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2021-18 passed by that body on
March 1, 2021

Khristi Dunn, Clerk of Council

EXECUTIVE SUMMARY

CITY OF FRANKLIN

**SUMMARY OF TENTATIVE AGREEMENT
FOR
FRANKLIN LAW ENFORCEMENT ASSOCIATION (POLICE)**

MARCH 1, 2021

**PREPARED BY:
CLEMANS, NELSON & ASSOCIATES, INC.
420 WEST LOVELAND AVE., SUITE 101
LOVELAND, OHIO 45140
(513) 583-9221**

Introduction:

In March 2020, the negotiating committee of the City of Franklin (“the Employer”) and the Franklin Law Enforcement Association (“FLEA”), began contract negotiations for a successor collective bargaining agreement covering members of the police department. As the current COVID-19 pandemic was just beginning, the parties chose to extend the Agreement six months, expiring December 2020. The parties resumed contract negotiations in December, meeting several times through January 2021. The parties agreed in terms to many issues, however, could not reach agreement on Wages and Pension Pick-Up, so a Fact-Finder was requested. In the week before the hearing was to be held, the parties reached settlements on all issues and signed tentative agreements on February 17, 2021.

The following articles encompass the substantive negotiated provisions for FLEA:

Article 3 (Fair Share Fee): The parties agreed to language making the fair share fee language obsolete after the US Supreme Court deemed it unconstitutional.

Article 28 (Working in a Higher Classification): The parties added a sentence to clarify that when working as a shift commander and that shift goes into overtime, a patrol officer (already getting paid the rate of a Sergeant for regular hours) will also earn overtime at the Sergeant rate when working as shift commander.

Article 36 (Wages): The parties agreed to increase employee step wages by 2.5% for each calendar year 2021, 2022, and 2023. Sergeant and Lieutenant pay differentials will increase by ½% for 2021, 2022, and 2023. (from 11% to 11.5% in 2021, 12% in 2022, and 12.5% in 2023). Those serving as training officers to new employees (FTO’s in Police and CTO’s in Dispatch) will receive an additional \$1.00 per hour for hours worked as an FTO, unless they are also serving as Shift Commander, then they will be paid at that applicable rate.

Article 45 (Physical Standards): Previous contract language on this subject only stated parties would negotiate the plans to a physical agility test. The parties have agreed to language to an obstacle course-styled physical fitness test that would not be mandatory to participate in. Employees may volunteer once a year to complete the test to earn an extra Personal Day.

Article 49 (Duration): The parties agreed to a contract duration of 1/1/21-6/30/23.

Appendix A (Uniform Allowance): Current allowance of shirts and pants for initial hires was increased to 5 to account for a full work week.

All other articles remained unchanged as the Union agreed to drop the rest of their proposals.

COUNCIL ACTION

The City Council must have a majority vote to accept or reject the Tentative Agreement. Presentation of the Tentative Agreement must occur within fourteen (14) calendar days of the date of Tentative Agreement (which occurred on February 17, 2021). A vote on the Tentative Agreement must take place within thirty calendar (30) days of their presentation to Council. If either party rejects the Tentative Agreement, contract negotiations will resume where they left off (i.e., the parties would likely proceed to Fact Finding). If Council and the Unions vote to accept the Tentative Agreement, they will be deemed effective and executed upon the signing of the contracts by the parties.

If you have any questions regarding the contents of this Executive Summary or the Tentative Agreement, please feel free to contact the Consultant at your earliest convenience. Thank you.

AGREEMENT
BETWEEN
THE CITY OF FRANKLIN
AND
FRANKLIN LAW ENFORCEMENT ASSOCIATION
LIEUTENANTS, SERGEANTS, PATROL OFFICERS
AND DISPATCHERS

SERB CASE NUMBERS
~~2017-MED-03-0333~~ **2020-MED-01-0019** (Lieutenants)
~~2017-MED-03-0334~~ **2020-MED-01-0018** (Sergeants)
~~2017-MED-03-0335~~ **2020-MED-01-0017** (Patrol Officers)
~~2017-MED-03-0336~~ **2020-MED-01-0020** (Dispatchers)

Effective ~~July 1, 2017, through June 30, 2020~~
~~January 1, 2020, through June 30, 2023~~

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ARTICLE 1**PURPOSE**

Section 1.1. This Contract sets forth the agreement between the City of Franklin, hereinafter referred to as the “City” and the Franklin Law Enforcement Association, hereinafter referred to as the “Union” or the “FLEA,” which represents employees of the Division of Police as specified herein. Specifically, the Contract addresses matters pertaining to wages, hours, or terms and conditions of employment mutually expressed between the parties.

Section 1.2. The male pronoun or adjective where used refers to the female also unless otherwise indicated. The term “Employee” or “Employees” where used herein refers to all employees in the Bargaining Unit. The purpose of this Contract is to provide a fair and reasonable method of enabling Employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

Section 1.3. The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the City’s success in establishing and maintaining a proper service to the community.

Section 1.4. The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the City to be adjusted and settled in an orderly manner without interruption of such service to the public.

Section 1.5. To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2**RECOGNITION**

Section 2.1. The City recognizes FLEA as the sole and exclusive bargaining representative for all employees employed by the City of Franklin, Division of Police, including Patrolmen, Dispatchers, Sergeants and Lieutenants, but excluding the Safety Director, Chief of Police, Captains, all professional employees, all confidential employees, management level employees and supervisors.

Section 2.2. The City will not recognize any other Union as the representative for any Employees within the Bargaining Unit described above, except as provided in Section 4117.01 et seq.

ARTICLE 3**UNION MEMBERSHIP & FAIR SHARE**

Section 3.1. Union Membership. Subject to the provisions in Sections 3.2 and 3.3 below, all Employees covered by this Contract, who are members of the Union on the effective date of this Contract, shall remain members in good standing and those who are not members on that date shall become and remain members in good standing; all Employees hired after the effective date of this Contract shall become and remain members in good standing; a “member in good standing” is defined as an Employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 3.2. Check-off. Any Employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Union an original assignment authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year-to-year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the

salary check of said Employee each month. The amounts deducted shall be transmitted within five (5) working days to the Union along with a current roster of Employees.

- A. The City shall be relieved from making such individual “check-off” deductions upon Employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the Bargaining Unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization; in accordance with the terms of this Contract.
- B. The City shall not be obligated to make dues deductions from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.3. Fair Share Agreement. In lieu of becoming a member in good standing, as above provided, an Employee shall, after sixty-one (61) days from date of employment, make fair share payments in lieu of dues to the Union. Such payment of “fair share” shall not exceed one hundred percent (100%) of the amount of FLEA dues for members. This section shall be referred to as the “Fair Share Agreement” and the Employer shall deduct from the first paycheck of each Employee, each month, the payments required by this section and shall remit the same to the Union within five (5) working days after this posting of the payroll. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to FLEA’s work in the realm of collective bargaining and contract administration.

Section 3.4. Bona Fide Religious Exemption. Any Employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employee affected and a representative of the labor organization to which such Employee would otherwise be required to pay dues. The Employee shall furnish written proof each month to the City and the Union that this has been done.

Section 3.5. Rebate Procedure: FLEA represents to the City that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code.

Section 3.6. Indemnification of the City: FLEA shall defend, indemnify and hold harmless the City, the City Council, the City Manager, the Chief of Police and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any cost arising from any action in any court or administrative agency alleging that FLEA’s internal rebate procedure is legally defective.

Section 3.7. Processing Errors: The parties agree that neither the Employee(s) nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.8. For any period of time that Fair Share fees are unlawful, the provisions of Sections 3.3, 3.4, and 3.5 shall have no force and effect.

ARTICLE 4**MANAGEMENT RIGHTS**

Section 4.1. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to:

- A. The selection, direction, supervision, evaluation, discipline, promotion, retention, transfer, assignment and layoff of employees, the termination of probationary employees, and the termination for just cause of other employees;
- B. The making, amending and enforcement of reasonable work rules and regulations;
- C. The securing of the revenues of the City and the determination of the overall budget;
- D. The exercise of all functions of government granted to the City and the ability to take actions to carry out the mission of the Employer as a governmental unit;
- E. The exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter;
- F. The determination from time-to-time as to the standards of services and what services the City shall perform, the establishment or continuation of policies, practices or procedures for the conduct of its affairs, and the determination of the overall mission of the Employer;
- G. The acquisition and maintaining of adequate and safe equipment and the utilization of technology;
- H. The determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of employees required and the adequacy of the workforce; the establishment of training programs and upgrading requirements for employees; and, the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- I. The establishment and the changing of work schedules and assignments;
- J. The contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City or management may determine to be necessary for the orderly, effective, and efficient operation of the City;
- K. The effective management of the workforce, and the determination of the size and composition of the work force and the organizational structure of the Employer.

The City retains all rights except to the extent this Contract specifically and expressly provides to the contrary. The City will not use this section to contravene individual rights granted by this Contract or otherwise by law.

Section 4.2. Matters for Bargaining: All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this labor agreement are subject to collective bargaining between the City and the Union, except as otherwise

specified in this labor agreement.

ARTICLE 5**USE OF BUILDINGS**

Section 5.1. The City agrees to allow reasonable use of City buildings and facilities for the purpose of holding Union meetings based upon obtaining prior approval of the City Manager, or his **or her** designee, and availability of the space.

ARTICLE 6**BULLETIN BOARDS**

Section 6.1. The City agrees to furnish the Union bulletin board space within the Police Division to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the City. The Union will be responsible to ensure that no defamatory, obscene or personal material is posted on the bulletin board. If management has objections to any defamatory, obscene, or personal posted material, he/she shall inform the Union Associate who shall remove material from the bulletin board. The Union shall be in sole responsibility of the bulletin board.

ARTICLE 7**BONDS**

Section 7.1. Whenever the City requires any of the Bargaining Unit Employees be bonded, the City shall have the responsibility for securing and retaining said bond. The premiums for all bonds shall be paid by the City.

ARTICLE 8**PAY PERIOD**

Section 8.1. The compensation provided for in this Contract shall be paid to the respective Employees on a bi-weekly basis, after withholding the appropriate deductions for Federal income tax and such other deductions as may be provided by State law or ordinances of the City.

ARTICLE 9**NONDISCRIMINATION**

Section 9.1. Union Status: The City will not interfere with, restrain or coerce the Employees covered by this Contract because of membership in or activity on behalf of the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any Employee covered by this Contract because of membership in or activity on behalf of the Union.

Section 9.2. Nondiscrimination: The City and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, military status, handicap or disability, or ancestry of any person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, national origin, military status, handicap or ancestry of any person.

Section 9.3. Remedies: Any alleged denial of the aforesaid opportunities in violation of this article shall be submitted to the grievance procedure or to the appropriate legal avenues for allegations of discrimination; however, the proper use of Bona Fide Occupational Qualifications is not discrimination and is not subject to the grievance procedure.

ARTICLE 10**MID-TERM BARGAINING**

Section 10.1. The City agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by this Contract which are mandatory subjects of bargaining, as defined by law, may not be changed unless FLEA is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or the effects of the decision on Bargaining Unit Employees, as that bargaining obligation is defined by law.

ARTICLE 11**UNION REPRESENTATION**

Section 11.1. In the event the City intends to discipline, investigate or take any other action which may affect an Employee's job security or any other term or conditions of his **or her** employment, the City shall first advise the Employee of this right to be represented during the interview. No Employee shall be required to meet with any investigator or representative of the City without Union representation once such representation has been requested; however, the Employer will only delay twenty-four (24) hours for the Employee to secure his or her representative(s).

ARTICLE 12**UNION ASSOCIATES**

Section 12.1. Authority of Union Associates: The City recognizes the right of the Union to designate Union Associates and Alternates. The authority of Associates and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Franklin Law Enforcement Association or its officers, provided such messages and information have been reduced to writing.

Section 12.2. Limitations on Authority: Associates and Alternates have no authority to take strike action, or any other action interrupting the City services. The City recognizes these limitations upon the authority of Associates and their Alternates and shall not hold the Union liable for any unauthorized acts.

Section 12.3. Grievances: Associates shall be permitted to investigate, present and process grievances on or off the property of the City on a no loss/no gain basis.

Section 12.4. Notice to Employer: The Union shall provide to the Employer an official roster of its Union representatives (including Associates and Alternates) which is to be kept current at all times and shall include the following: 1) name; 2) assigned work area (Associates only); 3) union position held; and 4) work address and phone number of Union staff representatives who are not employees of the Employer. No Employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

ARTICLE 13**GRIEVANCE & ARBITRATION PROCEDURE**

Section 13.1. Procedure: Grievances or disputes which may arise as to the interpretation and enforcement of this Contract shall be settled through the use of this Article only. Any dispute regarding

issues outside the parameters of this Contract and which the Civil Service Commission or a court establishes jurisdiction may be appealed through such other legal proceeding.

Step 1: An Employee, within ten (10) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance may bring said grievance in writing to the attention of the officer in charge at the time the alleged grievance occurred, who shall make a recommendation to the Captain. The officer in charge shall also forward the grievance directly to the Captain.

Step 2: The Captain shall make every effort to resolve the alleged grievance within ten (10) calendar days. Denial of the grievance or failure of the Captain to resolve the alleged grievance within the ten (10) calendar day period shall permit the Union the right to submit the alleged grievance to the Chief of Police, who shall rule on the merits of the grievance and respond within ten (10) calendar days. If the grievance is not settled to the satisfaction of the Union, the matter may then be referred to the City Manager for settlement within eight (8) calendar days after receipt of the Chief's response.

Step 3: Denial of the grievance or failure of the City Manager to satisfactorily resolve the alleged grievance within a ten (10) calendar day period shall permit the Union the right to submit a demand for arbitration.

Step 4 A grievance unresolved at Step 3 may be submitted to arbitration upon request by the FLEA in accordance with the provisions of this Article.

- A. FLEA, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on a grievance from Step 3, FLEA shall notify the City of its intent to seek arbitration. Failure to provide such notification within ten (10) calendar days is waiver of the right to arbitrate, unless the parties agree to an extension.
- B. The City and FLEA shall immediately thereafter select an arbitrator to hear the dispute. If the City and the FLEA are not able to agree upon an arbitrator within ten (10) calendar days after the receipt by the Employer of the demand for arbitration, FLEA may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) (Ohio only). After receipt of the same, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. The FLEA shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of seven (7) arbitrators from FMCS. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.
- C. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Contract.
- D. All costs involved in appointing the arbitrator and in obtaining any necessary list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the City and FLEA.
- E. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that the wages of Division employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

- F. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Contract period in which such grievance originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Contract.

Section 13.2. Union Assistance: Nothing herein shall prevent an Employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

Section 13.3. Grievance Forms: FLEA shall use a grievance form which shall provide the information required in this Article. FLEA shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The City shall furnish to the employee and FLEA Representative(s) all replies concerning the grievance.

Section 13.4. Time Limits: The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 13.5. No Limitation on Legal Rights: No part of this Article will in any way limit the legal rights of the aggrieved Employee or the Employer.

Section 13.6. Limitations on Appeals: Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. An Employee shall have the opportunity to submit a written response to the reprimand in his or her personnel file. This disciplinary response shall be maintained in the file for as long as the disciplinary action is active. Grievances arising from discipline shall be submitted to the Chief of Police in Step 2 of the Grievance Procedure.

ARTICLE 14

PERSONNEL FILES

Section 14.1. Right to Access: An Employee may review his or her own personnel file at any time during the normal working hours for the custodians of the records; provided, however, that this review does not interfere with the discharge of his or her duty or the duties of the Personnel Division. The custodians of the records shall be responsible for the privacy of such file. An Employee shall have the right, upon written request, to receive copies of all materials placed in his or her personnel file, at the Employee's expense. Such copies shall be provided within five (5) calendar days. There shall not be more than one official (1) personnel file per Employee.

Section 14.2. Disciplinary notices in an Employee's file shall remain in effect for twenty-four (24) months and may not be used against an employee thereafter, provided no similar or like violations have occurred.

Section 14.3. Removed reprimands shall be sealed or similarly secured, accessible only through the City Manager, the Safety Director, or the Personnel Director; and may not be used for purposes of substantiating progressive discipline against that officer if the record has been good for that period or for correcting the record if an officer seeks to avoid discipline which is otherwise justified by inaccurately claiming a work record of no discipline.

Section 14.4. Public Records: The contents of personnel files shall be prescribed by the City and retention of items shall be determined by State and federal law and as set forth in the retention schedule.

ARTICLE 15**SAFETY & HEALTH**

Section 15.1. The City and the Union agree that the safety and health of all Employees are matters of high importance and each will cooperate in an effort to prevent injury or illness.

ARTICLE 16**DISCIPLINE & HEARING CLAUSE**

Section 16.1. Disciplinary Action: Employees may not be suspended, discharged, or otherwise disciplined except for just cause. Absent a criminal investigation, Employees shall be notified in writing of any internal investigation by the Police Division within twenty (20) calendar days after the incident at issue comes to the attention of the Police Chief or City Manager. A written Notice of Charges for alleged misconduct which could lead to a written reprimand, suspension without pay, reduction in classification (demotion) or discharge shall be given to an Employee within twenty (20) calendar days after the investigation is completed. If the Employee is unavailable to be served, he/she shall be served with said notice upon his/her return to duty.

Terms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay;
- D. Reduction in classification (demotion); and
- E. Discharge from employment.

Section 16.2. Progressive Discipline: Except in instances where an Employee is charged with gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of performance, and conduct.

Section 16.3. Pre-disciplinary Conference

- A. Whenever the Employer or ~~his~~ **its** designee determines that an Employee may be disciplined for cause (including only suspensions, reductions or discharge), a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference will be conducted by the City Manager or ~~his~~ designee. Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the Employee a written outline of the charges that may be the basis for disciplinary action and notice of the date, time and place of the conference. The employee may choose to:
 - 1. Appear at the conference to present an oral or written statement in his/her defense;
 - 2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or
 - 3. Elect to waive, in writing, the opportunity to have a pre-disciplinary conference.
- B. It is deemed that the Employee desires a pre-disciplinary conference unless the Employee elects to exercise his/her right to waive, in writing, the pre-disciplinary conference.

- C. At the pre-disciplinary conference, the City Manager or ~~his~~ designee will ask the Employee or his **or her** representative to respond to the allegations of misconduct that were outlined to the Employee.
- D. At the pre-disciplinary conference, the Employee may present any testimony, witnesses or documents which explain whether or not the alleged misconduct occurred. The Employee may be represented by any person(s) he/she chooses. The Employee shall provide a list of witnesses to the City Manager or ~~his~~ designee as far in advance as possible, but no later than one (1) hour prior to the pre-disciplinary conference. The Employer shall provide a list of witnesses to the Employee or his/her designee as far in advance as possible, but no later than one (1) hour prior to the pre-disciplinary conference. It is the Employee's responsibility to notify his **or her** witnesses that he **or she** desires their attendance at the pre-disciplinary conference. If the Employee witnesses are on-duty employees of the City of Franklin, the Employer shall make every attempt to allow the witness to attend the conference.
- E. The Employee and/or his or her representative will be permitted to cross-examine any witnesses; however, the Employer is under no obligation to present witnesses in a pre-disciplinary conference. A written report will be prepared by the City Manager or designee, which will contain a finding of whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the City Manager/Designee's findings will be provided to the Employee within ten (10) calendar days following the conference.
- F. Pre-disciplinary conferences shall be tape recorded. A copy of the recording may be furnished to the Employee, at the Employee's request, within five (5) calendar days of the hearing or the Employee may also record the conference. All disciplinary action except verbal and written reprimands may be appealed through the grievance and arbitration procedures outlined in this Contract.
- G. An Employee who is brought before a disciplinary conference shall be, upon request, provided access to, at no cost, all transcripts, records, written statements, written reports, investigative notes and analysis, and audio and video tapes pertinent to the case and allowed by law that:
1. Contain investigatory information, which the Employer should have reasonable knowledge of,
 2. Are intended to support any disciplinary action,
 3. Are to be introduced in the disciplinary conference, or
 4. Any other information requested according to the applicable Public Records Law.

Section 16.4. Criminal Charges: Any Employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation, holiday or compensatory time during the leave. (If no disciplinary action is taken by the Employer, the Employer shall reimburse the paid time used by the Employee because of the leave of absence without pay.) An Employee found guilty by a court of a felony may be summarily discharged. Where felony charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Contract.

ARTICLE 17

MILEAGE ALLOWANCE

Section 17.1. Employees, when so authorized in advance by the City Manager or Chief of Police, shall receive compensation at the current IRS rate-per-mile for all miles traveled, as measured from the City

Administration Building, for the use of their cars on authorized City business and where no other reimbursement for such authorized use of their cars has been arranged by administrative policy or directive.

ARTICLE 18**UNIFORM ALLOWANCE**

Section 18.1. Yearly Allowance: After a member's first full year of service, he or she will receive a clothing/maintenance allowance in the amount of nine hundred dollars (\$900.00) per year. This amount will be paid in two (2) equal payments of four hundred fifty dollars (\$450.00) each. Probationary employees shall receive only a maintenance allowance in the amount of four hundred twenty-five dollars (\$425.00). Bargaining Unit members who begin employment during the year shall have their maintenance allowance prorated. The payments will be made on or before the tenth (10th) day in February and on or before the tenth (10th) day of August of each year, and will be by separate check.

Section 18.2. Initial Uniform Issuance: New patrol officers shall receive an initial uniform issue. Dispatchers, K-9 and bike patrol officers shall also receive an initial uniform issue. (See Appendix A).

Section 18.3. Vests: All Patrol Officers will be provided a bullet-proof vest and/or carrier. Said vest and/or carrier shall be at level no less than threat level II. Vests and/or carriers will be replaced by the Employer on an as needed basis or at the appropriate recommendation of the manufacturer.

Section 18.4. Reimbursable Items: The Chief of Police shall administer a personal item registry, which is documentation of personal items approved by the Chief as being reimbursable items. Eyeglasses, dental appliances and clothing need not be included on the registry. Where an Employee supplies evidence that he or she sustained damage to eyeglasses, clothing or any personal property on the registry while performing the duties of his **or her** assigned work, with due caution and without interference by other employees, the City will reimburse the Employee for the cost of necessary repairs or replacements, to a maximum of \$300.00, with proof of repair or replacement. For an item damaged with a replacement or repair value above \$300.00, the Chief of Police shall decide the amount of employee reimbursement on a case-by-case basis. The City reserves the right of subrogation.

ARTICLE 19**MILITARY LEAVE**

Section 19.1. Military leave will be allowed pursuant to state and federal law.

ARTICLE 20**FUNERAL LEAVE**

Section 20.1. Funeral Leave: Any regular, full-time Bargaining Unit Employee shall be granted usage of funeral leave, upon approval of the Chief of Police, for a maximum of three (3) days in the event of a death of an immediate family member if the funeral is within two hundred (200) miles of the City of Franklin, and if the funeral is more than two hundred (200) miles from the City of Franklin, the Employee will be granted funeral leave not to exceed five (5) work days with pay. For purposes of this policy, "immediate family" is defined as mother, father, brother, sister, child (including step-child), spouse, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law, legal guardian or other person who stands in the place of the Employee's parent, or any related person having established permanent residence in the Employee's household.

Section 20.2. Use of Leave: Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless such time is approved by the Chief of Police.

Section 20.3. Request for Leave: Any requests for funeral leave must be requested in accordance with any Notification of Absence policy maintained by the Division.

Section 20.4. Extending Leave: Funeral leave may be extended by using sick leave, with the approval of the Chief of Police.

ARTICLE 21

HOLIDAYS

Section 21.1. The following holidays shall represent holidays which all Bargaining Unit members shall be entitled to receive with pay; provided, however, that the members are in active pay status (i.e., time that is compensated by the City of Franklin) the last scheduled workday before the holiday and the first scheduled work day immediately following the holiday:

New Year's Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday in January)
President's Day	(3 rd Monday of February)
Easter Day	(Designated Sunday)
Memorial Day	(Last Monday in May)
Independence Day	(4 th day of July)
Labor Day	(1 st Monday in September)
Veterans' Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday in November)
Christmas Day	(25 th day of December)

Every employee, in addition to the above, shall be entitled to the day before Christmas (24th day of December) and the day before New Year's Day (31st day of December), provided he **or she** is in an active pay status (i.e., time that is compensated by the City of Franklin) the last scheduled work day before the holiday and his **or her** first scheduled work day immediately following the holiday. Bargaining Unit members shall receive pay (eight [8] hours per day at their regular rate) for the holidays listed.

ARTICLE 22

HOURS OF WORK & OVERTIME

Section 22.1. Overtime: Where Employees of the Division of Police, other than the Police Chief and Captain, are required to work more than eight (8) hours in a twenty-four (24) hour period or to be in active pay status more than forty (40) hours in any calendar week, they shall receive compensation at one and one-half (1½) times their stipulated hourly rate for each hour worked in excess of the regular eight (8) hours per day or forty (40) hours per week. For purposes of this Article, active pay status shall only include time worked, vacation, holidays, compensatory time, personal day leave, and sick leave.

Section 22.2. Call-In: When required to report to work before the commencement of his or her regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of such regularly scheduled eight (8) hour daily working period, the Employee shall receive a minimum of three (3) hours compensation at one and one-half (1½) times his or her stipulated hourly rate for each occurrence.

Section 22.3. Compensatory Time: Members may elect compensatory time off in lieu of overtime pay. Accrued compensatory time shall not exceed one hundred sixty (160) hours (i.e., there is a one hundred

sixty [160] hour cap on compensatory time). An Employee's earned compensatory time may be taken in one-quarter ($\frac{1}{4}$) hour increments, subject to the scheduling and operational needs of the Division. At least twenty-four (24) hours' notice is required for a four (4) hour or more increment request to be granted (this notice may be waived by the Employer if the Employee is currently on duty and staffing/operations permit the absence of the Employee).

Section 22.4. Holiday Pay: When scheduled to report to work on a holiday, the Employee shall receive compensation at two (2) times the stipulated hourly rate for working that day, in addition to the eight (8) hours of holiday pay at his or her regular rate, and two (2) times the stipulated hourly rate for all hours in excess of eight (8) hours. Employees that fail to report to work on a scheduled holiday shall not receive holiday pay without a doctor's certificate.

Section 22.5. When required to report on a holiday, the Employee shall receive a minimum of three (3) hours compensation at two (2) times the stipulated hourly rate.

Section 22.6. For holidays listed in Article 21.1, all members of the Division of Police shall receive eight (8) hours of holiday compensation, provided they are in a pay status compensated by the City.

Section 22.7. Court Time: All official court overtime duty commanding an appearance in a criminal, quasi-criminal or civil case arising out of an incident while on duty as an Employee of the Franklin Police Division, and where the Employee has no personal interest, shall be compensated at the rate of time and one-half ($1\frac{1}{2}$), and any Employee who is compelled to perform such official overtime duty shall receive payment for a minimum of three (3) hours worked at the Employee's overtime rate, or actual time worked, whichever is greater.

Section 22.8. Call-Out Procedure — The Call-Out procedure in effect at the time of this Contract shall be included as an addendum to this Contract.

ARTICLE 23

VACATIONS

Section 23.1. Vacation Time: All full-time, regular Employees of the City shall receive vacation pay as follows:

<u>Year of Service</u> (at least)	<u>Working Days</u>
1	10
5	15
10	20
15	25

Section 23.2. Accrual: Vacation credits will be accumulated on a monthly basis and can be used as they are accumulated. Vacation does not accrue during an unpaid leave of absence, an unpaid suspension, layoff, etc.

Section 23.3. Carry Over and Scheduling: A maximum of two (2) weeks of vacation time may be carried over to the next calendar year. The scheduling of such vacations shall be by the Employee's supervisor, subject to the needs of the City, with due regard for seniority and Employee's preference. The City Manager or his/her designee shall determine the timing and sequence of vacations, should such matters fail to be decided by the Employee's supervisor. If such accrued vacation is not carried over, it will be paid out pursuant to Section 23.4, below.

Section 23.4. Pay in Lieu: Employees may take pay in lieu of vacation earned as of their last anniversary date of full-time employment with the City, except for the provisions of Section 23.3 hereof, but such conversion of vacation credits to pay shall be made with at least four (4) weeks' notice and there shall be a cap on vacation conversion which shall be set at two (2) weeks of accrued leave. There shall be no reconversion from pay to vacation credits.

Section 23.5. Use & Scheduling: An Employee's earned vacation time may be taken in eight (8) hour increments, subject to the scheduling needs of the Division. At least twenty-four (24) hours' notice is required for an eight (8) hour increment request to be granted.

Section 23.6. Conversion to Sick Time: If an Employee is hospitalized while on vacation he/she may change his/her status from "vacation" to "sick leave" for actual scheduled work days hospitalized.

Section 23.7. Separation: When an Employee leaves the City's employment, the balance of his **or her** vacation leave shall be paid at the employee's current wage rate, pro-rated to the time of separation.

ARTICLE 24	SICK LEAVE, INJURY LEAVE & FAMILY AND MEDICAL LEAVE
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Section 24.1. Sick leave is hereby authorized to be accumulated according to Ohio Revised Code Section 124.38. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each Employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave or any leave when an Employee is being paid by the Employer.

Section 24.2. An Employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the Employee or a member of his **or her** immediate family;
- B. Exposure of Employee or a member of his **or her** immediate family to a contagious disease which could have the potential of jeopardizing the health of the Employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for medical, dental, or optical examinations or treatment of any Employee or a member of his **or her** immediate family, when such appointments cannot be scheduled during non-working hours with advance notice of two (2) days except in those cases of emergency as defined in Section 24.4.

Section 24.3. For the purpose of this Article, "immediate family" is defined as: mother, father, child, legal ward, spouse, step-child, sibling, step-parent, legal guardian or other person who stands in the place of a legal parent.

Section 24.4. The call-in time limits will not apply in cases of emergency illness or injury.

Section 24.5. The Employer maintains the right to investigate any Employee's absence.

Section 24.6. The amount of sick leave time any one Employee may accrue is unlimited, but subject to the conversion rate in Sections 24.13 and 24.14.

Section 24.7 Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 24.8. An Employee on sick leave shall inform the supervisor on duty of the fact and reason at least two (2) hours prior to the time he or she is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 24.9. The day an Employee returns to work, the Employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall promptly approve or disapprove sick leave requests on a case-by-case basis and only for appropriate reasons.

A doctor's excuse may be required if the Employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled work week due to sick leave and/or injury leave.

Section 24.10. Falsification of the written, signed statement or altering the physicians' certificate may be grounds for disciplinary action, up to and including discharge.

Section 24.11. An Employee who calls in sick due to the Employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his **or her** scheduled start time. An Employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period may be subject to disciplinary action.

Section 24.12. Occupational Injury Leave (OIL):

- A. Any Employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his **or her** official duties, with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The Employee will continue to receive his **or her** regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer, and is in lieu of Workers' Compensation (temporary total disability). An Employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The Employee may apply for lost income benefits during injury leave if it is anticipated that the absence will continue beyond the paid leave. The Employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed one hundred twenty (120) calendar days without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for whatever time necessary. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.
- B. The Employer has the right to review the Employee's physical and mental status each thirty (30) days of absence in order to determine the Employee's ability to return to work. In the event of a difference of opinion as to the Employee's mental or physical status between the Employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Union and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the Employee to perform his **or her** regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer.

- C. An Employee applying for an OIL shall authorize the release to the Employer of all medical information (pertinent only to the occupational injury or illness) possessed by the Employee, treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.
- D. The Employer will make an effort to provide the Employee with light duty with the approval of, and within the limitations set by, the Employee's treating physician. The Employer will determine if light duty work is available.
- E. The Employer may provide this benefit to the Employee through income protection insurance or by any means available to the Employer. The cost of such insurance shall be at the Employer's expense.
- F. Employees on Workers' Compensation lost income benefits do not earn sick leave (after the expiration of the 120 day injury leave [see paragraph A]).

Section 24.13. Payout upon Termination of Employment.:

- A. For persons employed by the Division of Police on a full-time basis, prior to January 1, 2005, upon death or retirement every Employee shall receive full payment of up to one hundred fifty (150) days unused sick leave accumulated. Except for dismissal, if an Employee terminates employment with the City for reasons other than death or retirement, he **or she** shall be paid one (1) day's pay for every two (2) days' accumulated sick leave.
- B. For persons employed by the Division of Police on a full-time basis on or after January 1, 2005, upon death or retirement shall receive the following payment of unused sick leave accumulated:
 - 1. Employees with 1-8 years of service with the City of Franklin Police Division ("Division") shall receive payment for each unused sick day up to a maximum of fifty (50) days.
 - 2. Employees with 9-16 years of service with the Division shall receive payment for each unused sick day up to a maximum of one hundred (100) days.
 - 3. Employees with 16 or more years of service with the Division shall receive payment for each unused sick day up to a maximum of one hundred fifty (150) days.
- C. The estates or personal representatives of Employees who die in the line of service or who are otherwise permanently disabled as the result of an injury in the line of duty shall receive payment for accumulated, unused sick days up to a maximum of one hundred fifty (150) days, regardless of the number of years of service with the Division of Police.

Section 24.14. Sick Leave Conversion.: In any one (1) year, sick leave credits may be converted to cash under the following schedule:

<u>Sick Leave Credits</u>	<u>Trade</u>
over 30 days	3 for 1
over 66 days	2 for 1
over 90 days	1¼ for 1
over 150 days	1 for 1

- B. Cash conversion is to be paid by the last day in January for the previous calendar year.

- C. Conversion must be requested by the first seven (7) days in January. If not requested it will be accumulated.
- D. All accumulation in excess of one hundred fifty (150) days must be converted.

Section 24.15. Opt-In: If an Employee who has been employed on a full-time basis in a City-funded position since a date prior to March 1, 1980, wishes to be included under the general provisions of this Article, he **or she** may do so by formally requesting same in writing to the City Manager. If an Employee elects this option, the choice is irrevocable.

Section 24.16. Family and Medical Leave Act: This Article and the use of sick leave shall be subject to and consistent with the Family and Medical Leave Act of 1993 and the City's adopted policy with respect thereto.

ARTICLE 25

BILL OF RIGHTS

Section 25.1. Unique Status: Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the City.

Section 25.2. Public Trust: The security of the community depends to a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.

Section 25.3. Bill of Rights: The wide ranging powers and duties given to the Division and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions often require investigation by superior officers designated by the Chief of Police or the City Manager. In an effort to ensure that these investigations are conducted in a manner which is proper and fair to all parties, the following rules are hereby adopted:

- A. The questioning of a member of the force shall be at a reasonable hour or when the member of the force is on duty. When, however, the exigencies of the situation dictate that a member of the force be questioned when he **or she** is not on duty, he **or she** shall be allowed to submit a minimum of four (4) hours overtime.
- B. The questioning shall take place at a location designated by the investigating officer. Usually it will be at the Police Division or the location where the incident allegedly occurred.
- C. The member of the force shall be informed of the nature of the investigation before any questioning commences. He **or she** shall be served with a signed written complaint setting forth sufficient information to reasonably apprise him of the allegations against him. If it is known that the member of the force is being questioned as a witness only, he **or she** should be so informed at the initial contact.
- D. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are necessary.
- E. The member of the force shall not be subject to any offensive language nor shall he **or she** be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

- F. If a member of the force is under arrest or is likely to be, that is, if he **or she** is a suspect or the target of a criminal investigation, he **or she** shall be given his **or her** rights pursuant to the decisions of the Supreme Court of the United States which are in effect at the time of the questioning.
- G. In all cases, in the interest of maintaining the usually high morale of the force, the Division shall afford an opportunity for a member of the force, if he **or she** so requests, to consult with counsel and/or his **or her** Union Representative before being questioned. Counsel and/or a representative of the Union may be present during the questioning of a member of the force.

Section 25.4. Anonymous Complaints: When an anonymous complaint is made against a Bargaining Unit member and there is no corroborative evidence of any kind, then the complaints shall be classified as unfounded and the accused Bargaining Unit member shall not be required to submit a written report. Also, when a citizen complaint is filed greater than twenty (20) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Bargaining Unit member shall not be required to submit a written report; but, he **or she** shall be notified orally or in writing of such claim.

Section 25.5. Lie Detector Exams: No polygraph examination or voice stress analysis shall be given for investigative or other purposes, unless requested by the bargaining unit member being questioned.

Section 25.6. Discipline: Discipline shall be carried out in a private and business-like manner. Discussions regarding behavior or corrective action shall not take place in a way that would embarrass an Employee in the presence of co-workers or the public.

ARTICLE 26

SEPARABILITY & SAVINGS

Section 26.1. Severability: If any article or section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section as to persons or circumstances, other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 26.2. Bargaining: In the event that any article or section is held invalid or enforcement or compliance with which has been restrained, as set forth above, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted to submit the issue to arbitration, as provided in Article 13 (Grievance and Arbitration Procedure) of this Contract.

ARTICLE 27

PROBATIONARY PERIODS

Section 27.1. Probationary Periods. Every newly-hired Employee shall be required to successfully complete a probationary period. The probationary period for new Employees shall begin on the first day for which the Employee receives compensation from the Employer. The length of the probationary period shall be in accordance with the following schedule:

- A. *New Hires*: All newly-hired Employees shall serve a probationary period of one (1) year. Upon successful completion of probation, the Employee shall be advanced to the next step in grade.
- B. *Promotions*: All newly-promoted Employees shall serve a probationary period of six (6) months. Upon successful completion of probation, the Employee shall be advanced to the next step in grade.

Section 27.2. Original Appointments: A newly-hired probationary Employee may be terminated any time within his **or her** probationary period and shall have no appeal through the grievance-arbitration procedure. Benefits for newly-hired Employees shall become effective upon the completion of thirty (30) days of employment, retroactive to the first day of full-time employment. Health insurance will become effective per the City's insurance contract.

Section 27.3. Seniority: Upon successful completion of the probationary period, a newly-hired Employee's seniority shall be computed from the date of hire.

Section 27.4 Promotions: A newly-promoted Employee shall be required to successfully complete the probationary period in his **or her** new position, as listed in Section 1 of this Article. The effective date of the beginning of such probationary period shall be the effective day of the promotion.

Any Employee failing to complete the required promotional probationary period shall be returned to his **or her** previously held classification and rate of pay.

Any newly-promoted Employee may voluntarily elect to return to his **or her** previously held classification within thirty (30) days after promotion.

ARTICLE 28

WORKING IN A HIGHER CLASSIFICATION

Section 28.1. Patrol Officer: When a ~~patrolman~~ **patrol officer** is assigned as a shift commander he **or she** shall be paid the rate of top Sergeant's pay for the shift. **When a patrol officer is assigned as a shift commander, the patrol officer shall be paid the overtime rate of a top Sergeant for all overtime-hours worked.**

Section 28.2. Lieutenant: If a Lieutenant works as a shift commander, no lower rank will work in a higher classification.

Section 28.3. No Displacement: Non-bargaining employees shall not be assigned to perform Bargaining Unit work, if such assignment displaces Bargaining Unit members from their regular job assignments.

ARTICLE 29

MINIMUM MANNING

Section 29.1. A minimum of three (3) uniformed patrol officers (including supervisor) shall be required for each shift.

ARTICLE 30

INSURANCE

Section 30.1. Life Insurance: The City shall provide each Employee in the Bargaining Unit with life insurance in an amount equal to one (1) year's base rate double indemnity for accidental death.

Section 30.2. Health Insurance: The City of Franklin shall make available to all Bargaining Unit Employees the same major medical/hospital care insurance plans and dental plans that are available to non-bargaining unit City of Franklin employees. All insurance requirements (e.g., fees, copayments, etc.) specified for such non-bargaining unit City employees shall also be applicable to Bargaining Unit Employees; this does not include premium contributions, described below. The City will have the right to change carriers. If an insurance buyout is offered to non-bargaining unit employees, it shall be offered to Employees covered by this labor agreement on the same basis.

The participating Employee shall pay fourteen and one half percent (14½%) of the applicable premium rate in 2017. Thereafter, the participating employee shall pay fifteen percent (15%) of the applicable premium rate. Employee contributions shall be by payroll deduction and shall be divided into two (2) equal deductions per month.

The parties shall establish a Joint Insurance Committee consisting of representatives from the Bargaining Unit and management and/or other representatives from other City bargaining units. This Committee will investigate alternate plans and benefits and will submit package recommendations to the Franklin City Council; however, Franklin City Council maintains the right to determine appropriate coverage.

The Employer will furnish an annual statement to the Union showing the costs to the Insurance Reserve Fund and the balance remaining.

ARTICLE 31**PERSONAL LEAVE DAYS**

Section 31.1. All full-time, Bargaining Unit Employees in active pay status (i.e., time that is compensated by the City of Franklin) on January 1st of each year shall be entitled to four (4) personal leave days with pay (not chargeable to sick time) per year. Employees not in active pay status on January 1st shall receive a quarterly prorated amount of personal leave days proportionate to the date of hire, or date of return from approved, unpaid leave afforded by this Contract. Personal leave days must be scheduled with and approved by the Chief of Police. Approval shall not unreasonably be withheld. If a personal day is requested to be used and is refused, it may be carried over to the next year (limited to two [2] days carry over).

ARTICLE 32**LAYOFF & RECALL**

Section 32.1. Layoff. Division of Police Employees may be laid off as a result of lack of work, lack of funds, or abolishment of position. In the event of a layoff, the Employer shall notify the affected Employee thirty (30) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss with representatives of the Union the impact of the layoff on the Bargaining Unit member. Any layoff in the Bargaining Unit shall be in accordance with classification and Divisional seniority (i.e., the most recent employee hired in the affected classification is the first employee laid off).

Any Employee laid off may displace an Employee with less seniority in a lower classification in the classification series.

Section 32.2. Recall List: Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff; provided, however, that they are presently qualified to perform the work in the work section to which they are recalled. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to FLEA.

Section 32.3. Notice of Recall: The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee. It is the responsibility of the laid-off Employee to provide the Employer with written notice of any changes of address, phone number and/or name during the layoff period.

Section 32.4. Employee Response: The recalled Employee shall have ten (10) calendar days following the date of recall notice to notify the Employer of his **or her** intention to return to work and shall have fifteen (15) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for return to work is otherwise agreed upon.

ARTICLE 33**DEFERRED COMPENSATION**

Section 33.1. The City shall make available to each member the Ohio Public Employee's Deferred Compensation Plan. The City will facilitate Employee's contribution to this plan through payroll deductions. The City does not guarantee that organization will maintain the plan.

ARTICLE 34**SHIFT ASSIGNMENTS**

Section 34.1. Request for Shift Assignment:

- A. It is agreed that for the life of this Contract, that the Franklin City Police personnel shall be allowed upon request, in writing, an assignment to a different shift of work.
- B. It is agreed that any request could require a ninety (90) day waiting period before initiated and a limit of one (1) shift transfer, each year of this Contract.
- C. It is agreed that time in grade will be the sole determination factor in any request for change to a different shift.
- D. It is agreed that this shall not limit or prevent any reassignment made by mutual agreement between Employees and management.
- E. It is further agreed no overtime payments will be made to implement any Employee-requested reassignment.

Section 34.2. Regular shift assignments will be bid by seniority in classification once per year. Shift bids shall be posted October 1 through October 31 of each year, and the new shift assignments shall be effective with the first full pay period each January. Days off shall be bid by seniority. Individuals of supervisory rank must have conflicting days off if assigned to the same shift. Upon completion of FTO training, a newly hired employee may be displaced by the most senior employee who desires the shift.

Section 34.3. Special Assignments: Special assignments (e.g., detective, K-9, etc.), as determined by the Employer, are specifically excluded from this Article.

Section 34.4. If the Employer determines it is necessary to fill a vacant position, it shall be offered to the most senior employee in the classification that desires the position. If no current employee in the classification affected desires the vacant position, it shall be filled by the least senior employee in the affected classification.

ARTICLE 35**LONGEVITY COMPENSATION**

Section 35.1. Longevity Pay: All regular, full-time, Bargaining Unit Employees of the City shall receive, in addition to any and all other compensation provided by the City, a payment for longevity based upon their length of employment as regular, full-time, Bargaining Unit Employees as of December 1st of each year. Such payment shall be made annually on the first pay period after December 1st of each year and shall be computed as follows:

- A. After two (2) full years of service, the Employee shall be paid one hundred dollars (\$100.00);
- B. After three (3) full years of service, and each year thereafter, the Employee's longevity allowance shall be increased by fifty dollars (\$50.00). (For example, after year three [3], the Employee is paid one hundred fifty dollars [\$150.00]; after year four [4], the Employee is paid two hundred dollars [\$200.00]; after year five [5], the Employee is paid two hundred fifty dollars [\$250.00]; etc.).

Section 35.2. Computing Years of Service: Years of service shall be computed for each Employee as of December 1st of each year, and a "regular, full-time Employee" shall be one who is employed for not less than thirty-six hours each week for fifty-two weeks each year.

ARTICLE 36

WAGES

Section 36.1. Wages. Bargaining unit members shall receive wage compensation according to the following schedule:

		Probation	1-Year	2-Years	3-or-More Years
DISPATCHER (Hired on or before January 1, 2018)					
Effective 01/01/17	Hourly	\$20.96	\$22.02	\$23.13	\$24.27
Effective 01/01/18	Hourly	\$20.96	\$22.02	\$23.13	\$25.00
Effective 01/01/19	Hourly	\$20.96	\$22.02	\$23.13	\$25.75
Effective 01/01/20	Hourly	\$20.96	\$22.02	\$23.13	\$26.52

		Probation	1-2 Years	2-3 Years	3-4 Years	4-5 Years	+ 5 Years
PATROL OFFICER (Hired on or before January 1, 2018)							
Effective 01/01/17	Hourly	\$22.70	\$24.06	\$25.50	\$26.98	\$28.38	\$29.82
Effective 01/01/18	Hourly	\$22.70	\$24.06	\$25.50	\$26.98	\$28.38	\$30.71
Effective 01/01/19	Hourly	\$22.70	\$24.06	\$25.50	\$26.98	\$28.38	\$31.63
Effective 01/01/20	Hourly	\$22.70	\$24.06	\$25.50	\$26.98	\$28.38	\$32.58

	Probation	1-2 Years	2-3 Years
SERGEANTS (Promoted on or before January 1, 2018)			
Effective 01/01/17 (9½%) Hourly	\$28.61	\$30.09	\$32.65
Effective 01/01/18 (10%) Hourly	\$29.36	\$30.91	\$33.78
Effective 01/01/19 (10½%) Hourly	\$30.38	\$31.98	\$34.95
Effective 01/01/20 (11%) Hourly	\$31.44	\$33.09	\$36.16

Step 2 (1-2 Years) @ 91.5% of Top Step; Probation @ 95% of Step 2 (1-2 Years)

	Probation	1-2 Years	2-3 Years
LIEUTENANTS (Promoted on or before January 1, 2018)			
Effective 01/01/17 (9½%) Hourly	\$30.36	\$31.91	\$35.75
Effective 01/01/18 (10%) Hourly	\$31.07	\$32.70	\$37.16
Effective 01/01/19 (10½%) Hourly	\$32.29	\$33.99	\$38.62
Effective 01/01/20 (11%) Hourly	\$33.55	\$35.32	\$40.14

Step 2 (1-2 Years) @ 88% of Top Step; Probation @ 95% of Step 2 (1-2 Years)

	Probation	1 Year	2 Years	3 or More Years
DISPATCHER (Hired on or before January 1, 2018)				
Effective 01/01/20 Hourly	\$20.96	\$22.02	\$23.13	\$26.52
Effective 01/01/21 2.5% Wage Increase Hourly	\$21.48	\$22.57	\$23.71	\$27.18
Effective 01/01/22 2.5% Wage Increase Hourly	\$22.02	\$23.13	\$24.30	\$27.86
Effective 01/01/23 2.5% Wage Increase Hourly	\$22.57	\$23.71	\$24.91	\$28.56

	Probation	1-2 Years	2-3 Years	3-4 Years	4-5 Years	+ 5 Years
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PATROL OFFICER (Hired on or before January 1, 2018)						
Effective 01/01/20 Hourly	\$22.70	\$24.06	\$25.50	\$26.98	\$28.38	\$32.58
Effective 01/01/21 Hourly	\$23.27	\$24.66	\$26.14	\$27.65	\$29.09	\$33.39
Effective 01/01/22 Hourly	\$23.85	\$25.28	\$26.79	\$28.35	\$29.82	\$34.23
Effective 01/01/23 Hourly	\$24.45	\$25.91	\$27.46	\$29.05	\$30.56	\$35.09

	Probation	1-2 Years	2-3 Years
SERGEANTS (Promoted on or before January 1, 2018)			
Effective 01/01/20 (11%) Hourly	\$31.44	\$33.09	\$36.16
Effective 01/01/21 (11.5%) Hourly	\$32.37	\$34.07	\$37.23
Effective 01/01/22 (12%) Hourly	\$33.32	\$35.08	\$38.34
Effective 01/01/23 (12.5%) Hourly	\$34.31	\$36.12	\$39.47

Step 2 (1-2 Years) @ 91.5% of Top Step; Probation @ 95% of Step 2 (1-2 Years)

	Probation	1-2 Years	2-3 Years
LIEUTENANTS (Promoted on or before January 1, 2018)			
Effective 01/01/20 (11%) Hourly	\$33.55	\$35.32	\$40.14
Effective 01/01/21 (11.5%) Hourly	\$34.71	\$36.53	\$41.52
Effective 01/01/22 (12%) Hourly	\$35.90	\$37.78	\$42.94
Effective 01/01/23 (12.5%) Hourly	\$37.12	\$39.08	\$44.40

Step 2 (1-2 Years) @ 88% of Top Step; Probation @ 95% of Step 2 (1-2 Years)

For those employees promoted on or before January 1, 2018, he or she shall advance to the closest step in the promoted pay grade that represents an increase in pay. Employees hired or promoted after January 1, 2018, shall receive wage compensation according to the schedules in Appendix B.

Section 36.2. Field Training Officers (FTOs) – When an Employee is required to work as a FTO, the Employee will receive an additional \$1.00 per hour for all hours worked as a FTO. If a member is assigned to FTO and OIC (Shift Commander) on the same shift, this section will not apply.

Section 36.3. Communications Training Officers (CTOs) – When an Employee is required to work as a CTO, the Employee will receive an additional \$1.00 per hour for all hours worked as a CTO.

ARTICLE 37

INTEGRITY OF THE AGREEMENT

Section 37.1. During the term of this Contract, each party waives any and all rights to request the other party to negotiate on any subject addressed in this Contract, except to the extent that this Contract specifically provides otherwise.

ARTICLE 38

COMMUNICABLE DISEASES

Section 38.1. Annual Review: The Communicable Diseases Policy shall be reviewed at least annually and updated, if necessary. The policy, along with any revisions to said policy, shall be disseminated to all Bargaining Unit members.

Section 38.2. General Order: The Communicable Diseases Policy is the policy set out in General Order 71.6.0 (Infectious Disease Prevention), unless modified through the labor-management process.

ARTICLE 39

TRAINING & TUITION REIMBURSEMENT

Section 39.1. Reimbursement for Training Expenses: Reimbursement for travel expenses, tuition and other charges related to training approved by the Chief of Police shall be in accordance with City policy and regulations, and shall be consistent with reimbursement of such similar expenses to other City employees, except where such reimbursement is altered by this Article.

Section 39.2. Reimbursement for Tuition Expenses: Non-probationary, Bargaining Unit members who attend educational classes at accredited Ohio colleges or universities shall receive reimbursement for tuition expenses and required course materials according to the following provisions:

- A. The course of study must be reasonably related to the Employee's job, and approval for participation in the reimbursement program must be received prior to the start of actual course work. Reimbursement will be made at the conclusion of the course work, and after submission by the Employee of documents showing completion and passing grades. Reimbursement will be based on the following schedule:
- B.
 1. Final Grade:

"A"	100% reimbursement
"B"	100% reimbursement
"C"	100% reimbursement
"D"	No reimbursement
"F"	No reimbursement
 2. Pass/Fail Grading Systems:

Pass	100% reimbursement
Fail	No reimbursement
- C. Employees who work for the Division less than two (2) years after being reimbursed for college course work (excluding those who take a regular retirement), must repay a portion of the money he or she received for the course(s). Repayment will be based on the following schedule:

<u>Date of Termination</u>	<u>Percent to Pay After Reimbursement</u>
0 – 12 months	100%
13 — 24 months	50%

Full months only will be counted in calculating the number of months worked.

- D. The maximum amount an employee can be reimbursed in any calendar year is \$1500. Employees who exceed the \$1500 limit may be entitled to receive additional reimbursement with the approval of the Chief of Police.
- E. Repayment due for college level course work may be withheld from the Employee's last paycheck.

ARTICLE 40

PENSION & RETIREMENT

Section 40.1. Pension Pick-Up Plan: Consistent with the provisions of Internal Revenue Service Rulings (e.g., 77-462 and 81-35, etc.), the Employer shall pick-up each Employee's mandatory contributions to the Employees Retirement System of Ohio (PERS) or the Police and Fire Pension Fund (PFPF), provided that no Employee's total salary is increased by such pick-up nor is the Employer's total contribution to PERS or PFPF increased thereby. The dollar amount to be "picked-up" by the Employer:

- A. Shall equal the percentage amount of the Employee's mandatory PERS or PFPF contributions as of December 31, 2007;
- B. Shall be credited by PERS or PFPF as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Employer as subject to current federal and state income taxes;
- E. Shall be reported by the Employer as subject to city income taxes; and
- F. Shall not affect the calculation of an Employee's hourly rate of pay for any purpose whatsoever, including making wage adjustments because of absence, calculating severance pay, or in reporting employee authorized credit information to financial institutions.

Section 40.2. IRS Regulations: Each Employee will be responsible for compliance with Internal Revenue Service salary exclusion regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

Section 40.3. Effect of Subsequent IRS Ruling: If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions or other governing regulations, the Employer will be held harmless and this Article of the Contract shall be declared null and void.

ARTICLE 41

NO STRIKE/NO LOCKOUT

Section 41.1. The Employee and the Employer will be covered by the Ohio Revised Code Chapter 4117., in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 42**WORK RULES**

Section 42.1. Work Rules: The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures and directives, consistent with statutory authority, to regulate the conduct of Employees and the conduct of services and programs in accordance with the provisions of this Contract. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of “work rules.”

Section 42.2. Application: Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 42.3. Additions/Amendments: Any additions or amendments to the work rules shall be reduced to writing, and placed in the reading file for a period of at least ten (10) calendar days.

Section 42.4. Safety Standards: All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected Employee by the Chief, or his designee, or by the use of outside vendors for the conduct of awareness training. The Employer shall require Employees to sign or initial acknowledgment of new safety standards and safe practice procedures.

ARTICLE 43**WAIVER IN EMERGENCY**

Section 43.1. In cases of emergency declared by the President of the United States, the Director of Homeland Security, FEMA, local EMA, the Governor of the State of Ohio, the City Manager of Franklin or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 44**LABOR/MANAGEMENT MEETINGS**

Section 44.1. When Held: In the interest of sound labor/management relations and for the purpose of addressing important health and safety issue, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than one (1) Employee representative per Bargaining Unit in pay status will attend such meetings. FLEA and the Employer may have representatives as each deems necessary to address the issues.

Section 44.2. Request For; Subjects: The party requesting the meeting shall furnish an agenda and the names of the Employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not limited to the items listed below:

- A. Discuss the administration of this Contract.
- B. Notify FLEA of the changes made by the City which may affect Bargaining Unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the FLEA representative(s) the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices, and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 44.3. Responses: Written responses promised by either party shall be submitted to the other party within ten (10) calendar days after such meeting.

ARTICLE 45**PHYSICAL STANDARDS**

Section 45.1. ~~The Employer agrees to negotiate with FLEA to formulate specific plans and procedures for physical agility requirements. These negotiations shall include the statutory dispute resolution procedures of Ohio Revised Code Chapter 4117. upon impasse. These plans and procedures will be developed when the Employer decides to plan such a program and will be completed prior to implementation of said program. A dispute settlement procedure, including a binding arbitration clause, will be included in the finished program.~~

Employees may volunteer to participate in an obstacle course-style physical fitness test. The requirements for the test will be agreed upon by the Union and the Employer. Each Employee will be permitted to attempt the test once per year. The Employee will be in paid status for the entirety of the time they are participating in the test. If an Employee is able to successfully complete the test, they will receive on extra Personal Day. If the Employee does not successfully complete the test, or if they choose not to participate, they will not be subject to discipline.

ARTICLE 46**LEAVE OF ABSENCE**

Section 46.1. Unpaid Leave of Absence: The Employer may grant an unpaid leave of absence to any Bargaining Unit Employee for a duration of six (6) months for any personal reasons of the Employee. Such leave may be extended upon request to, and with the approval of, the Employer.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion and Employees have no right to such leave. The Employer will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, Employees will advise the Employer thirty (30) calendar days prior to the

commencement of the desired leave so that the various Divisional functions may proceed properly.

- C. Upon completion of a leave of absence, the Employee is to be returned to his or her classification. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 32 of this Contract.
- D. An Employee may return to work before the schedule expiration of leave, as requested by the employee and agreed to by the Employer.
- E. The Employer should send a written reminder to the Employee at least two (2) weeks prior to the end of the unpaid leave of absence. If the Employee fails to return to work at the expiration of his **or her** requested unpaid leave of absence, such Employee, absent extenuating circumstances, shall be removed from his **or her** position and shall not receive seniority time for the period of the leave.
- F. An Employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave or sick leave nor shall he **or she** accrue or be granted holidays or personal days during such unpaid leave of absence (see Articles 21 and 31 of this Contract).
- G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.

Section 46.2. Disability Leave: A physically- or mentally- incapacitated Employee who has completed his or her probationary period may request an unpaid disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond the use of all accrued but unused sick leave. The Employee must furnish satisfactory medical proof of such disability along with his or her written request for unpaid disability leave. The Employee must also be:

- A. Hospitalized or institutionalized; or
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of this position by a licensed physician. Such physician shall be selected by the Employee from a jointly-requested list of three (3) submitted by the Greater Cincinnati Academy of Medicine.

It is the Employee's responsibility to request an unpaid disability leave since such leave is not granted automatically when the Employee has used all of his or her accrued sick leave.

When an Employee is ready to return to work from an unpaid disability leave, he or she shall furnish a statement by a physician releasing the Employee as able to return to full-time and full-capacity duty.

The City may require an Employee to be examined by a licensed physician at the expense of the City. An Employee found to be unable to physically or mentally perform the essential functions of his or her position shall be placed on unpaid disability leave as provided for in this Section, except as set forth in Section 46.1(G), above. City-required disability leave may be appealed through the grievance and arbitration procedures.

Such disability leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.

The City should send a written reminder to the Employee at least two (2) weeks prior to the expiration of his **or her** disability leave. An Employee who does not return from disability leave, formally resigns, or takes disability benefits shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

An Employee who has been granted an unpaid Disability Leave shall not accrue vacation leave or sick leave nor shall he **or she** accrue or be granted holidays or personal days during such a Disability Leave (see Articles 21 and 31 of this agreement).

ARTICLE 47**ALCOHOL & DRUG STANDARDS**

Section 47.1. When Conducted: Drug/alcohol testing may be conducted on Employees at time of pre-employment, post- accident, follow-up (pursuant to this Article), return-to-duty (pursuant to this Article), or upon reasonable suspicion and/or in conjunction with a random testing program. Reasonable suspicion that an Employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an Employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 47.2. Random Testing: Random testing procedures will be in conjunction with Appendix C.

Section 47.3. Use of Results: Drug and Alcohol testing shall be conducted solely for administrative purposes and the results shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected Employee. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Contract may be grounds for discipline, up to and including termination.

Section 47.4. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Ohio Department of Transportation (ODOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the City to proceed with sanctions as set forth in this Article. A positive result for the purpose of this Article shall be defined as .04 or above.

Section 47.5. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Ohio Department of Health and Human Services (ODHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The results of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. The split-sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 47.6. Report of Results: The results of the drug test shall be delivered to the Chief of Police and the Employee tested. Prior to reporting a positive result on a confirmatory drug test, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 47.7. Split-Sample Testing:

- A. If a drug confirmation test is positive, the Employee may, upon written request and at the Employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split-sample test confirms the results of the primary test, the City may proceed with the sanctions as set forth in this Article.
- C. In the event that the split-sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the City to proceed with sanctions as set forth in this Article. If the results are negative, the Employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 47.8. Access to Results: Test results shall not be released unless the Employee has provided a signed release for disclosure of the results. A representative for FLEA shall have a right of access to the results upon request to the City, with the Employee's written consent.

Section 47.9. Rehabilitation; Recertifications, Follow-Up Testing; Failure to Comply: If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or misdemeanor drug related activity, the City will offer the Employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the Employee's health insurance program. An Employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such Employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the Employee shall be returned to the same position, provided he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. If any State of Ohio required certification has lapsed, the City shall provide an opportunity for the requalification at no expense to the Employee and the Employee shall not be denied the position due to lapse in certification; however, in the event that such Employee fails to recertify, he or she may not be deemed qualified. Such Employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his or her substance abuse professional. If the Employee refuses to undergo rehabilitation, or if he or she fails to complete a program of rehabilitation, or if he or she tests positive on the return-to-duty or any of the follow-up tests, such

Employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violations involve evidence of a felony drug-related activity, shall not be offered a change to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 47.10. Testing Costs: Cost of all alcohol/drug screening tests and confirmatory tests shall be borne by the City, except that positive return-to-duty tests, follow-up tests, and any test initiated at the request of the Employee shall be at the Employee's expense.

Section 47.11. Releases: For the purpose of implementing the provisions of this Article, each Bargaining Unit member shall execute medical releases in order for the City to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state and/or federal law with regard to communicable diseases, or with permission of the Employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written authorization of the Employee.

ARTICLE 48

JUNIOR PATROL OFFICER ASSIGNMENT

Section 48.1. Scheduling: The junior patrol officer, hired following the date of ratification of this Contract, shall be scheduled at the pleasure of the Chief or ~~his or her~~ designee and shall not displace, and with due regard for, other officers' permanent shifts. Such scheduling may continue for a period not to exceed one (1) year from the date of hire. Every effort will be made to provide advanced scheduling assignments to the junior patrol officer. The junior patrol officer shall be assigned to the same shift assignment for at least one (1) work week in duration without modification. The junior patrol officer shall not be assigned to perform dispatch duties for an open shift until after the normal call-out procedure has been properly followed.

Section 48.2. Definition: For purposes of this Article, the junior patrol officer is defined as the most recent full-time patrol officer hired by the Division, and who has the least amount of seniority within the Division.

ARTICLE 49

DURATION

Section 49.1. This Contract shall be effective on the 1st day of ~~July, 2017,~~ **January, 2021,** and shall expire the 30th day of June, ~~2020~~ **2023**, at 11:59 p.m. If either the Employer or the Union desire to terminate, modify, or negotiate a successor agreement, it shall: (1) serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Contract; (2) offer to bargain collectively with the other party for the purpose of modifying, terminating the existing Contract, or negotiating a successor agreement; and (3) notify the State Employment Relations Board of the offer by serving upon the Board a copy of a written notice to the other party and a copy of the existing collective bargaining agreement.

ARTICLE 50

APPLICATION OF CIVIL SERVICE

Section 50.1. Precedence over Rules and Regulations: Whereas this Contract may address subject also addressed by the Civil Service laws and/or Rules and Regulations of the Franklin Civil Service Commission, the parties hereby mutually agree that this Contract shall take precedence over any conflicting Civil Service provision and, except as otherwise specifically provided herein, the Civil Service

Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Contract.

Section 50.2. Precedence over State Laws: In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in the index of this Contract are intended to supersede and/or prevail over conflicting and/or additional subjects found in Ohio Revised Code Sections 124.01 through 124.56.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands, this __ day of _____, ~~2018~~ **2021**.

FOR THE CITY OF FRANKLIN:

FOR THE FRANKLIN LAW
ENFORCEMENT ASSOCIATION

APPENDIX A UNIFORM ALLOWANCE

Patrol Officers shall receive the following uniform issue:

~~Four (4)~~ **Five (5)** winter shirts; ~~four (4)~~ **five (5)** summer shirts; ~~four (4)~~ **five (5)** pants; all leather goods; one (1) bullet-proof vest; two (2) badges; rain gear; one (1) hat; two (2) ties; and one (1) jacket.

Dispatchers shall receive the following uniform issue:

~~Three (3)~~ **Five (5)** winter shirts; five (5) summer shirts; ~~four (4)~~ **five (5)** pants; one (1) sweater; two (2) ties; one (1) badge; and one (1) winter coat.

Bike Patrol Officers shall receive the following uniform issue:

Two (2) shirts; two (2) shorts; one (1) helmet; and all required safety equipment.

K-9 Officers shall receive the following uniform issue:

All clothing items and equipment as set forth in the canine unit procedures manual as was in effect May 11, 1999.

All Officers will receive promotional uniform items upon promotion.

APPENDIX B
WAGES

PATROL OFFICER WAGE RATES FOR THOSE HIRED AFTER JANUARY 1, 2018							
STEP	Prob.	1	2	3	4	5	6
2018	\$ 23.04	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.01	\$ 29.41	\$ 30.71
2019 — 2%	\$ 23.50	\$ 24.68	\$ 25.91	\$ 27.21	\$ 28.57	\$ 29.99	\$ 31.63
2020 — 2%	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75	\$ 29.14	\$ 30.59	\$ 32.58
2021 – 2.5%	\$ 24.57	\$ 25.80	\$ 27.09	\$ 28.44	\$ 29.87	\$ 31.35	\$ 33.39
2022 – 2.5%	\$ 25.18	\$ 26.44	\$ 27.77	\$ 29.15	\$ 30.62	\$ 32.14	\$ 34.23
2023 – 2.5%	\$ 25.81	\$ 27.11	\$ 28.46	\$ 29.88	\$ 31.38	\$ 32.94	\$ 35.09

DISPATCHER WAGE RATES FOR THOSE HIRED AFTER JANUARY 1, 2018					
STEP	Prob.	1	2	3	4
2018	\$ 21.86	\$ 22.73	\$ 23.64	\$ 24.59	\$ 25.00
2019 — 1.5%	\$ 22.19	\$ 23.08	\$ 24.00	\$ 24.96	\$ 25.75
2020 — 1.5%	\$ 22.52	\$ 23.42	\$ 24.36	\$ 25.33	\$ 26.52
2021 – 2.5%	\$ 23.08	\$ 24.01	\$ 24.97	\$ 25.96	\$ 27.18
2022 – 2.5%	\$ 23.66	\$ 24.61	\$ 25.59	\$ 26.61	\$ 27.86
2023 – 2.5%	\$ 24.25	\$ 25.22	\$ 26.23	\$ 27.28	\$ 28.56

SERGEANT WAGE RATES FOR THOSE PROMOTED AFTER JANUARY 1, 2018			
STEP	1	2	3
2018	\$ 31.63	\$ 32.55	\$ 33.78
2019	\$ 32.58	\$ 33.53	\$ 34.95
2020	\$ 33.56	\$ 34.53	\$ 36.16
2021 (3%, 6%, 11.5% Wage Differential from Top Step)	\$ 34.40	\$35.40	\$37.23
2022 (3%, 6%, 12% Wage Differential from Top Step)	\$35.26	\$36.28	\$38.34
2023 (3%, 6%, 12.5% Wage Differential from Top Step)	\$36.14	\$37.19	\$39.47

LIEUTENANT WAGE RATES FOR THOSE PROMOTED AFTER JANUARY 1, 2018			
STEP	1	2	3
2018	\$ 34.79	\$ 35.81	\$ 37.16
2019	\$ 36.00	\$ 37.05	\$ 38.62
2020	\$ 37.25	\$ 38.33	\$ 40.14
2021 (3%, 6%, 11.5% Wage Differential from Top Step)	\$38.35	\$39.47	\$41.52
2022 (3%, 6%, 12% Wage Differential from Top Step)	\$39.49	\$40.64	\$42.94
2023 (3%, 6%, 12.5% Wage Differential from Top Step)	\$40.65	\$41.84	\$44.40

APPENDIX C RANDOM TESTING PROCEDURES

- A. Minimum Requirement:
Annually, a minimum number of Bargaining Unit Employees (currently twenty-five percent [25%] for alcohol and fifty percent [50%] for controlled substances) shall be randomly selected for testing. Testing will be unannounced.
- B. Test Rate for Alcohol:
The testing percentage for alcohol may be reduced to 10 percent (10%) if the Division-wide results for two (2) consecutive calendar years indicate that the violation rate is less than one-half percent ($\frac{1}{2}\%$); the annual percentage may be increased back to twenty-five percent (25%) if the violation rate for any calendar year is between one-half and one percent ($\frac{1}{2}\%$ -1%) or to fifty percent (50%) if the violation rate for the year is over one percent (1%).
- C. Test Rate for Controlled Substances:
The testing percentage for controlled substances may be reduced to twenty-five percent (25%) if the Divisional-wide results for two (2) consecutive calendar years indicate that the violation rate is less than one percent (1%); the annual percentage may return to fifty percent (50%) if the Division random positive rate is one percent (1%) or higher in any subsequent calendar year.
- D. Method of Selection:
The selection of Bargaining Unit members shall be based on a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with social security numbers. All Bargaining Unit members shall have an equal chance of being tested each time selections are made.
- E. Safety-Sensitive Function:
A Bargaining Unit member shall only be tested for alcohol while the member is performing, immediately prior to performing, or immediately after performing, safety-sensitive functions. A member may be randomly tested for controlled substances regardless of whether the Employee is currently performing any safety-sensitive functions. A member shall only be selected for alcohol and drug tests while the member is on his or her regular tour of duty.
- F. Notification of Selection:
The Employer shall contract with an outside facility capable of providing random selection services. The facility making the random selection should notify the Employer representative three (3) to five (5) days in advance of the scheduled test date of the Employees selected. The Employer representative should prepare the notices, notify the Division representative or the Division Head of the selections and request that the Division representative or Division Head pick-up the notices. The Division representatives or Division Head should notify the supervisors and/or the Employees at the time they are required to report for testing. All representatives and the Division Head shall keep the identity of the Employees selected confidential.
- G. Cease Performance:
The Employer shall ensure that when an Employee is selected for random drug and/or alcohol testing, the Employee ceases to perform the safety-sensitive function and reports to the test site immediately.

H. Absent Employee:

In the event an Employee who is selected for a random controlled substance test is on vacation or an extended medical absence, the Employer may either select another Employee for testing or keep the original selection confidential until the Employee returns.

I. Notification of Positive Results:

The Employer is required to notify the Employee if the controlled substance test results were positive and which substances actually tested positive. Employees shall be notified of negative results upon request if such results can be made available to the Employer.

J. Consortia:

If the Employer conducts random alcohol and/or controlled substance testing through a consortium, the number of Employees to be tested may be calculated for each individual Employer or may be based on the total number of subject employees covered by the consortium.

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-19

**APPROVING OR REJECTING THE TENTATIVE AGREEMENT WITH THE TEAMSTERS LOCAL UNION
NO. 100, CLERICAL UNIT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
COLLECTIVE BARGAINING CONTRACT**

WHEREAS, in accordance with Ohio law and the rules and regulations of the State Employment Relations Board, the City and the Teamsters Local Union No. 100, Clerical Unit have negotiated a tentative collective bargaining agreement regarding the employees who are members of said Union; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members elected thereto concurring, that:

Section 1. The tentative collective bargaining agreement between the City and the Teamsters Local Union No. 100, Clerical Unit is hereby approved/rejected (circle one).

Section 2. Assuming the Teamsters Local Union No. 100, Clerical Unit approve the bargaining agreement as well within the required time, the City Manager is hereby authorized/not authorized (circle one) to execute, on behalf of the City, a three-year collective bargaining agreement (2021, 2022 and 2023) with the Teamsters Local Union No. 100, Clerical Unit.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2021-19 passed by that body on March 1, 2021.

Khristi Dunn, Clerk of Council

EXECUTIVE SUMMARY

CITY OF FRANKLIN

**SUMMARY OF TENTATIVE AGREEMENT
FOR
TEAMSTERS, LOCAL 100 (SERVICE AND CLERICAL)**

MARCH 1, 2021

**PREPARED BY:
CLEMANS, NELSON & ASSOCIATES, INC.
420 WEST LOVELAND AVE., SUITE 101
LOVELAND, OHIO 45140
(513) 583-9221**

Introduction:

In December 2020, the negotiating committee of the City of Franklin (“the Employer”) and Teamsters, Local 100 (“Union”), began contract negotiations for a successor collective bargaining agreement covering members of the Service and Clerical units. The parties met several times through January 2021. The parties agreed in terms on the few issues that were discussed, however, could not reach agreement on Wages, so a Fact-Finder was requested. Before the hearing was scheduled, the parties reached settlements on all issues and signed tentative agreements on February 25, 2021.

The following articles encompass the substantive negotiated provisions for Teamsters for both contracts:

(Fair Share Fee): The parties agreed to language making the fair share fee language obsolete after the US Supreme Court deemed it unconstitutional.

(Wages): The parties agreed to increase employee step wages by 2.5% for each calendar year at January 1, 2021, 2022, and 2023.

(Duration): The parties agreed to a contract duration of 1/1/21-12/31/23.

All other articles remained unchanged as the Union agreed to drop the rest of their proposals.

COUNCIL ACTION

The City Council must have a majority vote to accept or reject the Tentative Agreement. Presentation of the Tentative Agreement must occur within fourteen (14) calendar days of the date of Tentative Agreement (which occurred on February 25, 2021). A vote on the Tentative Agreement must take place within thirty calendar (30) days of their presentation to Council. If either party rejects the Tentative Agreement, contract negotiations will resume where they left off (i.e., the parties would likely proceed to Fact Finding). If Council and the Unions vote to accept the Tentative Agreement, they will be deemed effective and executed upon the signing of the contracts by the parties.

If you have any questions regarding the contents of this Executive Summary or the Tentative Agreement, please feel free to contact the Consultant at your earliest convenience. Thank you.

AGREEMENT

BETWEEN

THE CITY OF FRANKLIN

AND

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS,
PUBLICEMPLOYEES, CONSTRUCTION DIVISION,
AIRLINES - GREATER CINCINNATI/NORTHERN KENTUCKY
AIRPORT AND MISCELLANEOUS JURISDICTION,
GREATER CINCINNATI, OHIO TEAMSTERS
LOCAL UNION NO. 100**

CLERICAL UNIT

SERB CASE NUMBER

~~2017-MED-10-1352~~

2020-MED-10-1280

Effective January 1, 2018 **2021 through December 31, 2020-**2023****

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ARTICLE 1**PURPOSE**

Section 1.1. This Contract sets forth the Agreement between the City of Franklin, Ohio, hereinafter referred to as the “City” or “Employer” and Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Teamsters Local Union No. 100, hereinafter referred to as the “Union,” which represents Employees of the clerical offices.

Section 1.2. It is the purpose of the parties to set forth herein their entire agreement covering wages; hours; and other conditions of employment; to increase the efficiency and productivity of Employees in the clerical divisions; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the clerical divisions. The male pronoun or adjective where used also refers to the female unless otherwise indicated.

ARTICLE 2**RECOGNITION**

Section 2.1. Bargaining Unit Determination:

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative for purposes of establishing wages, hours, and conditions of employment for all permanent employees of the City of Franklin clerical positions, including Tax Clerk, Deputy Tax Administrators, Utility Clerks, Zoning and Code Enforcement Officers, Secretaries not in confidential positions, Custodian, City Park Services Workers and excluding Income Tax Administrator, Chief Utility Clerk, and all other employees of the City of Franklin.
- B. In the use of permanent part-time employees in positions covered under this Contract, the Employer agrees to fill such positions with permanent full-time employees whenever more than one part-time employee is needed to do the work of the position.
- C. Whenever the word “Employee” is used in this Contract, it shall be deemed to mean the Employees in the bargaining unit covered by this Contract, as defined in subsection A., above.

Section 2.2. New Classifications: If the Employer adds new classifications to a Department, the Employer shall notify the Union in writing of the title and position description of the new classification, and whether or not the new classification shall be considered a bargaining unit position. The Union may request in writing that the parties meet to discuss the bargaining unit status of the new classification. If the parties cannot resolve the bargaining unit status, the Union may pursue the dispute through the proper State Employment Relations Board procedure. This Section neither waives nor modifies any jurisdictional requirements of the State Employment Relations Board regarding petitions to amend a certification to clarify a bargaining unit.

ARTICLE 3**UNION MEMBERSHIP, DUES & FAIR SHARE**

Section 3.1. Union Membership: Subject to the provisions in Sections 3.3 and 3.4, below, all Employees covered by this Contract, who are members of the Union on the effective date of this Contract, may remain members in good standing; those who are not members on that date may become and remain members in good standing; and all Employees hired after the effective date of this Contract may become and remain members in good standing. A member in good standing is defined as an Employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 3.2. Check-Off: Any Employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an original assignment in a form to be prescribed by the Union authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year-to-year unless revoked or changed in writing. Pursuant to each authorization, the Employer shall deduct such dues from the salary check of said Employee each month. The amounts deducted shall be transmitted within five (5) working days to the Union.

Section 3.3. Fair Share Provision:

- A. It is agreed that all Employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period.
- B. This provision shall not require any Employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the Employee, and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 3.4. Bona Fide Religious Exemption: Any Employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employee affected and a representative of the labor organization to which such Employee would otherwise be required to pay dues. The Employee shall furnish written proof each year to the Employer and Union that this has been done.

Section 3.5. New Hires: The Employer will notify the Union of all new hires to the Franklin Clerical Unit within ten (10) days after their having been hired. The Employer will furnish the Union with the new Employee's name, mailing address, and the position for which he or she was hired.

Section 3.6. Indemnification of the Employer: The Union shall defend, indemnify and hold harmless the City, the City Council, the City Manager, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this article, specifically including, but not limited to, any cost arising from any action in any court or administrative agency alleging that the Union's internal rebate procedure is legally defective.

Section 3.7. Check-Off Limitations:

- A. The Employer shall be relieved from making such "Check Off" deductions upon:
 - 1. Termination of employment,
 - 2. Transfer to a job other than one covered by the bargaining unit,
 - 3. Lay off from work,
 - 4. An agreed leave of absence without pay,
 - 5. Written revocation, or
 - 6. Death.

- B. The City shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

Section 3.8. Internal Rebate Procedure: The Union represents to the City that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code.

Section 3.9. Errors in Processing: The parties agree that neither the Employee(s) nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.10. For as long as Fair Share fees are unlawful, language referencing such fees shall have no force and effect.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. Reserved Rights: It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Contract, except as modified in this Contract. These rights include, but are not limited to:

- A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- B. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
- C. To determine the methods, means, number of personnel needed to carry out the department's mission;
- D. To direct the working forces;
- E. To hire and assign or to transfer employees within the various divisions;
- F. To promote, suspend, discipline or discharge for just cause;
- G. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- H. To make, publish and enforce rules and regulations;
- I. To introduce new or improved methods, equipment or facilities;
- J. To contract for the performance of such work as the Employer determines advisable and the taking of such other measures as the Employer may determine to be necessary for the orderly and efficient operation of the City; provided that the Employer notifies the Union fourteen (14) days in advance of contracting for performance of work normally assigned to bargaining unit personnel to allow the Union the opportunity to propose alternatives;
- K. To schedule and assign work;
- L. To establish work and productivity standards;
- M. To assign overtime, and
- N. To take any and all actions as may be necessary to carry out the mission of the City and the various divisions not inconsistent with the provisions of this Agreement or the City Charter or applicable state statutes.

Section 4.2. Subcontracting: In the event that the City desires to contract for a service now provided by members of the bargaining unit, the City shall meet and confer with the collective bargaining unit representatives.

ARTICLE 5**NON-DISCRIMINATION**

Section 5.1. Union Status: The Employer will not interfere with, restrain or coerce the Employees covered by this Contract because of membership in or activity on behalf of the Union.

Section 5.2. Nondiscrimination: The Employer and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, military status, national origin, handicap, or ancestry of any person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, national origin, handicap, ancestry of any person, military status, or disabled veterans status.

Section 5.3. Remedies: Any alleged denial of the aforesaid opportunities in violation of this article shall be submitted to the grievance procedure or to the appropriate legal avenues for allegations of discrimination; however the proper use of Bona Fide Occupational Qualifications is not discrimination and is not subject to the grievance procedure.

ARTICLE 6**UNION ACTIVITY, VISITATION & BULLETIN BOARDS**

Section 6.1. Union Activity, Visitation and Bulletin Boards:

- A. Upon reasonable notification to the City Manager or Department Head/Division Head, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with management, delegates of the Union and/or Employees for the purpose of administering this Contract and providing that the Employer's operation shall not be impaired.
- B. The Union shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. The Union will be responsible to ensure that no defamatory, obscene, or personal material is posted on the bulletin board. If management has objections to any defamatory, obscene, or personal material which has been posted, it shall inform a Union steward who shall remove the material from the bulletin board. The Union may choose to provide a lockable bulletin board, at which time the bulletin board shall be locked and the Steward shall have a key.
- C. No union business may be conducted during work time without the prior approval of the City Manager, except as provided in Section 7.4 and only if such activity does not impede the Employee's work duties.

ARTICLE 7**STEWARDS**

Section 7.1. Authority of Stewards: The Employer recognizes the right of the Union to designate Stewards and Alternates. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

- B. The collection of dues when authorized by appropriate Local Union action;
- C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 7.2. Notice to Employer: The Union shall provide to the Employer an official roster of its union representatives (including Stewards and Alternates), which is to be kept current at all times and shall include the following: 1) name, 2) assigned work area; 3) Union position held; and 4) work address and phone number of union staff representatives who are not employees of the Employer. No Employee shall be recognized by the Employer as a union representative until the Union has presented to the Employer written notification of that person's selection.

Section 7.3. Limitations on Authority: Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

Section 7.4. Grievances: Stewards shall be permitted to investigate, present, and process grievances on or off the property of the Employer without loss of time during scheduled working hours.

ARTICLE 8

GRIEVANCE & ARBITRATION

Section 8.1. Definition: A grievance is a dispute or difference of opinion raised by an Employee, or by a group of Employees (with respect to a single common issue), covered by this Contract against the Employer involving the meaning, interpretation or application of the express provisions of this Contract.

Section 8.2. Procedure: A grievance shall be processed in the following manner:

Step One: An Employee(s) (with or without his or her union representative) covered by this Contract who has a grievance shall submit it to his or her immediate supervisor; provided, however, that said grievance shall be in writing and signed by the aggrieved Employee(s). The immediate supervisor shall give his written answer within ten (10) calendar days after such presentation.

Step Two:

- A. If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the head of the relevant department within (10) calendar days after the designated immediate supervisor's answer in Step 1. If the immediate supervisor is the Department Head, the process will go automatically to Step 3.
- B. The Department Head, or his designee, shall discuss the grievance within (10) calendar days with the Union at a time mutually agreeable to the parties. If no settlement is reached, the Department Head, or his designee, shall give his written answer to the Union within (10) calendar days following their meeting.

Step Three: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the City Manager, or his designated representative, within (10) calendar days after the Department Head's answer in Step 2. A meeting between the City

Manager, or his designee, and the Union shall be held at a time mutually agreeable to the parties, within (10) calendar days upon receipt of the Union's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Manager, or his designee, and the Union. If no settlement is reached, the City Manager, or his designee, shall give the City's written answer to the Union within ten (10) calendar days following the meeting.

Section 8.3. Binding Arbitration:

- A. If the grievance is not settled in accordance with the foregoing procedure, the Union shall refer the grievance to binding arbitration within ten (10) calendar days after receipt of the City Manager's answer in Step 3. Failure to do so within the time period will be settlement of the grievance. The parties shall within (10) calendar days request the American Arbitration Association to submit a panel of arbitrators. The arbitration selection and the arbitration hearing shall be conducted in accordance with the American Arbitration Association rules.
- B. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 8.4. Time Limit for Filing: No grievance shall be entertained or processed unless it is submitted:

- A. Within ten (10) calendar days after the employee(s) concerned has become aware or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the alleged grievance;
- B. Except by the end of the day after the City Manager's action in the case of a disciplinary suspension, discharge or lay off from work (consistent with Section 8.5).

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the Step and immediately appeal the grievance to the next step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union representatives involved in each Step.

Section 8.5. Lost Pay Discipline: Verbal warnings and written reprimands shall be subject to the grievance procedure set forth above and shall not be subject to the jurisdiction of the Civil Service Commission and may not be appealed to arbitration. Only disciplinary suspensions, termination or demotions shall be the exclusive jurisdiction of binding arbitration using the procedures outlined in Section 8.3, above.

ARTICLE 9	DISCIPLINE & HEARING
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Section 9.1. Disciplinary Action:

- A. Employees may not be suspended, discharged, or otherwise disciplined except for just cause. The Employer may implement disciplinary action for, but not limited to, the following circumstances: actions occurring while the Employee is on duty or working in the uniform of the Employer, off-duty representing himself as an Employee of the City of

Franklin; or any conduct which discredits the City or the individual as a public employee. Written disciplinary notices shall be given to an employee within ten (10) calendar days after the incident at issue comes to the attention of the immediate Supervisor, Department Head or the City Manager. If the Employee is unavailable to be served, he or she shall be served with said notice upon his return to work.

- B. Forms of disciplinary action are:
1. Verbal reprimand (time and date recorded);
 2. Written reprimand;
 3. Suspension with or without pay;
 4. Reduction in classification or pay (demotion); and
 5. Discharge from employment.

Section 9.2. Progressive Discipline: Except in instances where any Employee is charged with gross or serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of performance and conduct.

Section 9.3. Pre-disciplinary Conference: Whenever the Employer or his designee determines that an Employee may be disciplined for cause, a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference will be conducted by the City Manager or his designee. Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action.

- A. The Employee may choose to:
1. Appear at the conference to present an oral or written statement in his/her defense;
 2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or
 3. Elect to waive (in writing) the opportunity to have a pre-disciplinary conference.
- B. The Employee must elect to exercise, in writing, the options listed above, concerning a pre-disciplinary conference. An Employee may elect to waive any or all of his/her rights concerning disciplinary procedures, but it must be in writing. Failure to elect an option shall be deemed a waiver of the right to a conference.
- C. At the pre-disciplinary conference, the City Manager or his designee will ask the Employee or his/her representative to respond to the allegations of misconduct which were outlined to the Employee.
- D. At the pre-disciplinary conference, the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The Employee may be represented by any one person he/she chooses. The Employee shall provide a list of witnesses to the City Manager or his designee as far in advance as possible, but no later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the Employee's responsibility to notify his/her witnesses that he/she desires their attendance at the pre-disciplinary conference.
- E. The Employee will be permitted to cross-examine any Employer witnesses; however, the Employer is under no obligation to present witnesses at the conference. A written report

will be prepared by the City Manager, or his designee, which will contain a finding of whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the City Manager's findings will be provided to the Employee within ten (10) calendar days following the conference.

- F. Pre-disciplinary conferences may be tape recorded. A copy of the recording may be furnished to the Employee, at the employee's expense, within three (3) business days of the conference, or the Employee may also record the conference. All disciplinary action may be appealed through the grievance and arbitration procedures outlined in this Contract.

Section 9.4. Criminal Charges: If an Employee is indicted for a felony or misdemeanor, the Employer may place the Employee on unpaid suspension until resolution of the matter. An Employee found guilty by a court of a felony may be summarily discharged. When felony charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Contract.

Section 9.5. Notice to Steward: The Employer will send courtesy copies of discipline to the local Steward.

ARTICLE 10

MILITARY LEAVE

Section 10.1. Military Leave: Military leave will be allowed pursuant to state and federal law.

Section 10.2. Return from Service: Upon return from military service (call-up as opposed to annual or individual training) with an honorable discharge, the Employee shall be immediately credited with ten (10) days of sick leave and shall begin to earn vacation credit based on the Employee's length of service as though the Employee had not been called up to military service. That is, calculation of vacation accrual would be done as though the Employee had been at work for the City for the time on active duty.

ARTICLE 11

FUNERAL LEAVE & COURT TIME

Section 11.1. Funeral Leave: Funeral leave will be granted as follows:

- A. In the event of death of a member of a regular full-time Employee's immediate family (father, mother, son, daughter, step-children, husband, wife, brother, sister, grandfather, grandmother or in-laws bearing any of these relationships, or any related person having established permanent residence in the Employee's household), the Employee shall be granted personal leave not to exceed three (3) work days with pay if the funeral is within two hundred (200) miles of the City of Franklin. If the funeral is more than two hundred (200) miles from Franklin, he shall be granted personal leave not to exceed five (5) work days with pay.
- B. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

Section 11.2. Court Time:

- A. An Employee will receive his regular straight time pay during his or her scheduled hours of work when he is absent therefrom because he or she is serving as a juror. An Employee is required to appear for work on all regularly scheduled work days during the hours that the Employee is not required to be present in court or in the jury room.

- B. An Employee who is subpoenaed to appear in a legal proceeding by virtue of the Employee's employment with the City will not lose compensation for the time spent in the legal proceeding if the legal proceeding occurs during the Employee's normally scheduled work hours.
- C. An Employee who is subpoenaed to appear in a legal proceeding which is not related in any way to the Employee's employment with the City will be granted a leave of absence without pay upon approval of the City Manager.
- D. When notified, the Employee and the Employer shall, by mutual agreement, reschedule any vacation or holiday which may occur during the period of jury service.

ARTICLE 12**HOLIDAYS**

Section 12.1. Paid Holidays: The following holidays shall represent holidays which all bargaining unit members shall be entitled to receive with pay:

New Year's Day	(1 st day of January)
President's Day	(3 rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4 th of July)
Labor Day	(1 st Monday in September)
Veterans' Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday in November)
Friday after Thanksgiving	(4 th Friday in November)
Christmas Eve	(24 th day of December)
Christmas Day	(25 th day of December)
New Year's Eve	(31 st day of December)
Birthday	Date of occurrence (for employee only)

Bargaining unit members shall receive pay (eight hours per day at their regular rate) for the holidays listed.

Section 12.2. Eligibility Requirements: In order to receive holiday pay, Employees must be in a pay status, on approved leave and/or shall work all scheduled hours on the last scheduled work day before the holiday and all scheduled hours on the first scheduled work day immediately following the holiday.

ARTICLE 13**HOURS OF WORK & OVERTIME COMPENSATION**

Section 13.1. Work Week: The standard work week shall consist of forty (40) hours. All bargaining unit employees are entitled to a meal period of the length designated for their respective departments. An employee whose normal work hours are forty (40) hours per week and who works in excess of forty (40) hours in his or her normal work week shall be paid overtime pay for all such hours worked.

Section 13.2. Compensation for Overtime: Compensation for overtime shall be computed at one and one-half times (1½x) the regular hourly rate of pay for all overtime worked.

Section 13.3. Compensatory Time: In lieu of cash payment for overtime, an Employee may elect to receive compensatory time. The maximum amount of compensatory time that an Employee may have accumulated at any one time is sixteen (16) hours. Employees shall receive one and one half (1½) hours of compensatory time for each hour of overtime worked. Compensatory time off shall be subject to the approval of the Employer and must be requested no later than forty-eight (48) hours prior to the requested commencement of such leave. In any one pay period, only sixteen (16) hours compensatory time may be used and no consecutive compensatory days will be allowed.

Section 13.4. Call-Up Pay: If an Employee is called to duty outside the normal work week, payment shall be made at the rate of one and one-half times (1½x) the hours actually worked for a minimum of three (3) hours. The Union must have on file at all times with the Department Head and City Manager a telephone number at which all Employees may be reached for emergency call-in.

ARTICLE 14

VACATIONS

Section 14.1. Vacation Time: All full-time regular Employees covered by this bargaining agreement shall receive vacation as follows:

<u>Consecutive Year of Service</u> (at least)	<u>Working Days</u>
less than 5	10
5	15
10	20
15	25

Section 14.2. Accrual & Use: Vacation credits will be accumulated bi-weekly and can be used as they are accumulated, but not less than one (1) hour increments, and only after the Employee has completed six (6) months of service. An Employee must be on active pay status to accumulate vacation time or the vacation amount will be prorated to reflect the actual amount of time in active pay status. Vacation does not accrue during an unpaid leave of absence, unpaid suspension, or layoff, or other unpaid time.

Section 14.3. Carry Over & Required Use:

- A. Bargaining unit Employees shall be eligible to carry over two (2) weeks of vacation leave to a succeeding anniversary year pursuant to the policies of the City. The scheduling of such vacations shall be with the Employee's supervisor or Department Head, subject to the needs of the City, with due regard for seniority and Employee's preference. The City Manager shall determine the timing and sequence of vacations, should such matters fail to be decided by the Employee's supervisor or Department Head.
- B. Employees with five (5) years of service or less shall take at least five (5) scheduled working days off for vacation within the twelve (12) months following the anniversary date of an Employee's service to the City on a full-time basis. Employees with over five (5) years of service shall take at least ten (10) working days off for vacation. Exemptions from the requirements of this section may be granted by written permission of the City Manager.

Section 14.4. Pay In Lieu: Employees may take pay in lieu of vacation earned as of their anniversary date of full-time employment with the City, but such conversion of vacation credits

to pay shall be limited to a maximum conversion of eighty (80) hours of accrued vacation. There shall be no re-conversion from pay to vacation credits, and conversion can only be requested one time per anniversary year. Further, an employee shall not cash out any vacation he or she is required to take pursuant to Section 14.3, above.

Section 14.5. Use in Increments: Up to one week of an employee's earned vacation time may be taken in eight-hour increments. At least twenty-four (24) hours notice is required for the above eight-hour increments.

Section 14.6. Hospitalization: If an Employee is hospitalized while on vacation, he or she may change his or her status from "vacation" to "sick leave" for actual scheduled work days hospitalized.

Section 14.7. Separation: When an Employee leaves the City's employment, the balance of his or her accumulated vacation leave shall be paid at the Employee's last wage rate, pro-rated to the time of separation.

ARTICLE 15	SICK LEAVE, INJURY LEAVE & FAMILY AND MEDICAL LEAVE
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Section 15.1. Accrual: Sick leave is hereby authorized to be accumulated according to Ohio Revised Code Section 124.38. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each Employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, or compensatory time, and while on paid sick leave or any leave when an employee is being paid directly by the City.

Section 15.2. Use of Sick Leave:

- A. An Employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:
1. Illness or injury of the Employee or a member of his or her immediate family;
 2. Exposure of Employee or a member of his or her immediate family to a contagious disease which could have the potential or jeopardizing the health of the Employee or the health of others;
 3. Pregnancy, childbirth and/or related medical conditions; and
 4. Emotional illness, upon proof of clinical diagnosis and current medical treatment.
- B. Advanced sick leave may be requested for medical, dental, or optical examinations or treatment of any Employee or a member of his or her immediate family, when such appointments cannot be scheduled during non-working hours with advance notice of two (2) days, except in cases of emergency.

Section 15.3. Immediate Family Defined: For the purpose of this article, the "immediate family" is defined as: mother, father, child, legal ward, spouse, step-child, sibling, step parent, legal guardian or other person who stands in the place of a legal parent.

Section 15.4. Emergencies: The call-in time limits will not apply in cases of emergency illness or injury.

Section 15.5. No Limit on Accrual: The amount of sick leave time any one Employee may accrue is unlimited, but subject to the conversion rate in Section 15.14.

Section 15.6. Sick Leave Rate: Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 15.7. Call-In Required: An Employee on sick leave shall inform the supervisor of the fact and reason within two (2) hours prior to the time he or she is scheduled to report to work, and on each day on a continuing absence, unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence and may lead to discipline.

Section 15.8. Return to Work: The day an Employee returns to work, the Employee shall fill out a Request for Leave Form, which is to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall promptly approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons. A doctor's excuse may be required if the Employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled work week due to sick leave and/or injury leave.

Section 15.9. Doctor's Note: Falsification of the written, signed statement or altering the physician's certificate may be grounds for disciplinary action, up to and including discharge.

Section 15.10. Misuse of Sick Leave: An Employee who calls in sick due to the Employee's own illness is considered to be incapacitated and unavailable for work of any type for the eight (8) hour period following his or her scheduled start time. An Employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period may be subject to disciplinary action.

Section 15.11. Occupational Injury Leave (OIL):

- A. An Employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his or her official duties, with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The Employee will continue to receive his or her regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer, and is in lieu of Workers' Compensation (temporary total disability). An Employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The Employee may apply for lost income benefits during injury leave if it is anticipated that the absence will continue beyond the paid leave. The Employee may utilize sick time or other approved leave of absence, as allowed by law, to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed one hundred-twenty (120) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for whatever time necessary. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.
- B. The Employer has the right to review the Employee's physical and mental status each thirty (30) days of absence in order to determine the Employee's ability to return to work and may require a physical or psychological/psychiatric examination. In the event of a difference of opinion as to the Employee's mental or physical status between the Employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Union and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the

Employee to perform his or her regular duties, shall be final and binding on both parties. Services of the third physician shall be paid by the Employer.

- C. An Employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the Employee, treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.
- D. The Employer may assign the Employee to light duty with the approval of, and within the limitations set by, the Employee's treating physician. The Employer will determine if light duty work is available.
- E. Employees on Workers' Compensation lost income benefits do not earn sick leave (after the expiration of the one hundred twenty (120) day injury leave [see paragraph 1]).

Section 15.12. Payout upon Retirement or Death; Pre-2006 Employment: For persons employed by the City of Franklin on a full-time basis before November 1, 2006, and covered by this Contract, upon death or retirement every eligible employee shall receive full payment of up to one hundred fifty (150) days unused sick leave accumulated. Except for dismissal, if an Employee terminates employment with the City for reasons other than death or retirement, he/she shall be paid one (1) day's pay for each two (2) days of accumulated sick leave up to one hundred fifty (150) days.

Section 15.13. Payout upon Retirement or Death; Post-2006 Employment:

- A. Any full-time Employee hired on or after November 1, 2006, with accumulated sick leave to his or her credit, who: (1) retires from City Employment and is eligible at the time of his or her separation from employment to receive retirement benefits or who dies while still a bargaining unit Employee; and, (2) has ten (10) or more years of service with the State, any political subdivision, or any combination thereof; shall be paid at the time of retirement or death for twenty-five percent (25%) of the Employee's accumulated sick leave at his or her hourly rate.
- B. Payments authorized by this section shall be limited to a maximum sick leave accumulation of 960 hours (25% of 960 = 240 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of two hundred forty (240) hours of accrued but unused sick leave.
- C. Employees whose separation from the City's service is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

Section 15.14. Sick Leave Conversion:

- A. In any one (1) year, sick leave credits may be converted to cash under the following schedule for employees hired prior to November 1, 2006:

<u>Sick Leave Credits</u>	<u>Trade</u>
over 30 days	3 for 1
over 66 days	2 for 1
over 90 days	1¼ for 1
over 150 days	1 for one
- B. Cash conversion is to be paid by the last day in January for the previous calendar year.

- C. Conversion must be requested during the first seven (7) days in January. If not requested, it will be accumulated.
- D. All accumulation in excess of one hundred fifty (150) days must be converted in January of the year excess conversion has occurred. The only Employees eligible for the yearly sick leave conversion described in Section 15.14 are those with 1200 hours (i.e., 150 days) or more of accumulated, unused sick leave.

Section 15.15. Family and Medical Leave Act: This article and the use of sick leave shall be subject to and consistent with the Family and Medical Leave Act of 1993 and the City's adopted policy with respect thereto.

ARTICLE 16

PERSONAL ABSENCE DAYS

Section 16.1. All full-time bargaining unit Employees in active pay status on January 1st of each year shall be entitled to four (4) personal leave days with pay (not chargeable to sick time) per year. Employees not in active pay status on January 1st shall receive a prorated amount of personal leave days proportionate to the date of hire. Personal leave days must be scheduled with and approved by the supervisor and/or department head. Personal leave days cannot be carried over to the next year unless with the written permission of the City Manager.

Hired in: Quarter 1 — January 1 through March 31 (four [4] days)
 Hired in: Quarter 2 — April 1 through June 30 (three [3] days)
 Hired in: Quarter 3 — July 1 through September 30 (two [2] days)
 Hired in: Quarter 4 — October 1 through December 31 (one [1] day)

ARTICLE 17

PROBATIONARY PERIODS

Section 17.1. Probationary Periods: Every newly hired Employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be in accordance with the following schedule:

- A. *New Hires* - All newly hired Employees shall serve a probationary period of one (1) year. Upon successful completion of probation, the Employees shall be advanced to the next step in grade. On the Employee's second anniversary date, he or she will advance to the next step in grade unless the City can show just cause why the Employee should not be upgraded.
- B. *Promotions* - All newly promoted Employees shall serve a probationary period of six (6) months. Upon successful completion of probation, the Employee shall be advanced to the next step in grade.
- C. *Lateral Transfers* - All transferred Employees shall serve a six (6) month probationary period. Upon successful completion of probation, the Employee shall be advanced to the next step in grade.

Section 17.2. Termination: A newly hired probationary Employee may be terminated with or without cause at any time within his or her probationary period and shall have no appeal through

the grievance-arbitration procedure. Benefits for newly hired full-time Employees shall become effective upon the completion of thirty (30) days of employment. Health insurance will become effective per the City health insurance contract.

Section 17.3. Seniority Computation: Upon successful completion of the probationary period, a newly hired Employee's seniority shall be computed from the date of hire.

Section 17.4. Promotions & Transfers:

- A. A newly transferred or promoted Employee shall be required to successfully complete a probationary period in his or new position, as listed in Section 17.1 of this article. The effective date of the beginning of such probationary period shall be the effective date of the transfer or promotion.
- B. An Employee failing to complete the required transfer or promotional probationary period shall be returned to his previously held classification and rate of pay.
- C. Any newly promoted Employee may voluntarily elect to return to his or her previously held classification within thirty (30) days after promotion.

ARTICLE 18	INSURANCE
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Section 18.1. Life Insurance: The Employer shall provide each Employee in the bargaining unit with life insurance in an amount equal to one (1) year's base rate of salary and double indemnity for accidental death.

Section 18.2. Health Insurance:

- A. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans and dental plans that are available to non-bargaining unit City of Franklin employees. All insurance requirements (e.g., fees, co-payments, etc.) specified for such non-bargaining unit City employees shall also be applicable to bargaining unit Employees; this does not include premium contributions, described below. The City will have the right to change carriers.
- B. The participating Employee shall pay fourteen and one-half percent (14½%) of the applicable premium rate in 2017. Thereafter, the participating employee shall pay fifteen percent (15%) of the applicable premium rate. Employee contributions shall be by payroll deduction and shall be divided into two (2) equal deductions per month.
- C. The parties shall establish a Joint Insurance Committee consisting of representatives from the bargaining unit and management and/or other representatives from other City bargaining units. This Committee will investigate alternate plans and benefits and will submit package recommendations to the Franklin City Council; however, Franklin City Council maintains the right to determine appropriate coverage.

ARTICLE 19	LAYOFF & RECALL
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Section 19.1. Layoffs; Notice; Bumping Rights:

- A. Covered Employees may be laid off for any reason deemed appropriate by the City Council. In the event of layoff, the Employer shall notify the affected Employee five (5) calendar days in advance of the effective date of layoff. The Employer agrees to discuss

with representatives of the Union the impact of the layoff on the bargaining unit member. Any layoff in the bargaining unit shall be in accordance with departmental seniority (i.e., the Employee in the affected classification with the least amount of department seniority is the first employee laid off). For purposes of this article, Tax Clerks, Deputy Tax Administrators, and Utility Clerks shall be in the Finance Department. Secretaries and Custodians shall be in the Administrative Department. Zoning and Code Enforcement Officers shall be in the Safety Department. Park maintenance and park grounds workers (City park services workers) shall be in the Service Department.

- B. Any Employee laid off from the bargaining unit position may, at his or her option, displace a less senior full-time employee in the same classification, or he or she can displace a permanent part-time or intermittent employee in the same classification. In addition, any Employee laid off from the bargaining unit position who has held another bargaining unit position and who had more departmental seniority when leaving that position, may, at his or her option, displace an incumbent employee who has less departmental seniority as long as the position of the employee being displaced has a pay rate equal to or less than that of the position of the Employee originally being laid off. Failure to bump or failure to accept a recall to a part-time or intermittent position shall not jeopardize an Employee's recall rights to a full-time position.

Section 19.2. Recalls: Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification or work section to which they are recalled.

Section 19.3. Employee Response to Recall: Recalled Employees shall have five (5) business days following the date of recall notice, sent to the Employee's last known address, to notify the Employer of his or her intention to return to work, and shall have ten (10) business days following receipt of the recall notice to report for duty, unless a different date for return to work is mutually agreed upon. It shall be the Employee's responsibility to appraise the Employer of any changes in Employee's address.

Section 19.4. Notice of Recall: Notice of recall from a long-term layoff shall be sent to the Employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the Employee.

ARTICLE 20

SEPARABILITY & SAVINGS

Section 20.1. Severability: If any article or section of this Contract should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract, or the application of such article or section as to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 20.2. Bargaining: In the event that an article or section is held invalid or enforcement or compliance with which has been restrained, as set forth above, 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. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions in this Contract to the contrary.

ARTICLE 21**EXCLUSIVITY**

Section 21.1. The scope of this Contract is based upon and controlled by Ohio Revised Code 4117.10(A) for the duration of this Contract.

ARTICLE 22**LONGEVITY COMPENSATION****Section 22.1.**

A. All regular full-time Employees of the City shall receive, in addition to any and all other compensation provided by the City, a payment for longevity based upon their length of employment as regular full-time Employees as of December 1st of each year. Such payment shall be made annually on the first pay period after December 1st of each year and shall be computed as follows:

1. After two (2) full years of service, the Employee shall be paid one hundred dollars (\$100.00);
2. After three (3) full years of service, and each year thereafter, the Employee's longevity allowance shall be increased by fifty dollars (\$50.00). [For example, after year three (3), the Employee is paid one hundred fifty dollars (\$150.00); after year five (5), the Employee is paid two hundred fifty dollars (\$250.00); etc.].

B. Years of service shall be computed for each Employee as of December 1st of each year and a "regular full-time Employee" shall be as determined by the City Manager.

ARTICLE 23**WAGES & RETIREMENT PICK-UP**

Section 23.1. Effective January 1, 2018 **2021**, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a ~~three percent (3.0%)~~ **two and one-half percent (2.5%)** increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Deputy Income Tax Administrator	\$21.14	\$22.40	\$23.49
Income Tax Clerk	\$18.74	\$19.90	\$20.97
Utility Clerk	\$18.74	\$19.90	\$20.97
Code Enforcement Officer	\$26.66	\$28.31	\$29.66
Custodian	\$15.33	\$16.23	\$17.16
Deputy Income Tax Administrator	\$22.98	\$24.36	\$25.55
Income Tax Clerk	\$20.38	\$21.64	\$22.81
Utility Clerk	\$20.38	\$21.64	\$22.81
Code Enforcement Officer	\$28.99	\$30.79	\$32.26
Custodian	\$16.67	\$17.65	\$18.66

CLASSIFICATION	STEP A (City Step 1)	STEP B (City Step 2)	STEP C (City Step 3)	STEP D (City Step 4)
City Park Services Worker	\$21.17	\$22.53	\$23.67	\$24.80

City Park Services Worker, Lead	\$21.92	\$23.29	\$24.43	\$25.60
Code Enforcement/Building	\$25.14	\$26.92	\$28.31	\$29.66
City Park Services Worker	\$23.02	\$24.50	\$25.74	\$26.97
City Park Services Worker, Lead	\$23.83	\$25.33	\$26.57	\$27.83
Code Enforcement/Building	\$27.34	\$29.27	\$30.79	\$32.26

Section 23.2. Effective January 1, 2019 **2022**, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a ~~three percent (3.0%)~~ **two and one-half percent (2.5%)** increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Deputy Income Tax Administrator	\$21.77	\$23.07	\$24.20
Income Tax Clerk	\$19.30	\$20.50	\$21.60
Utility Clerk	\$19.30	\$20.50	\$21.60
Code Enforcement Officer	\$27.46	\$29.16	\$30.55
Custodian	\$15.79	\$16.72	\$17.67
Deputy Income Tax Administrator	\$23.56	\$24.97	\$26.19
Income Tax Clerk	\$20.89	\$22.18	\$23.38
Utility Clerk	\$20.89	\$22.18	\$23.38
Code Enforcement Officer	\$29.71	\$31.56	\$33.06
Custodian	\$17.08	\$18.09	\$19.12

CLASSIFICATION	STEP A (City Step 1)	STEP B (City Step 2)	STEP C (City Step 3)	STEP D (City Step 4)
City Park Services Worker	\$21.80	\$23.20	\$24.38	\$25.55
City Park Services Worker, Lead	\$22.58	\$23.99	\$25.16	\$26.36
Code Enforcement/Building	\$25.90	\$27.73	\$29.16	\$30.55
City Park Services Worker	\$23.60	\$25.11	\$26.38	\$27.64
City Park Services Worker, Lead	\$24.43	\$25.96	\$27.23	\$28.52
Code Enforcement/Building	\$28.02	\$30.01	\$31.56	\$33.06

Section 23.3. Effective January 1, 2020 **2023**, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a ~~three percent (3.0%)~~ **two and one-half percent (2.5%)** increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Deputy Income Tax Administrator	\$22.42	\$23.77	\$24.93
Income Tax Clerk	\$19.88	\$21.11	\$22.25
Utility Clerk	\$19.88	\$21.11	\$22.25
Code Enforcement Officer	\$28.28	\$30.04	\$31.47
Custodian	\$16.26	\$17.22	\$18.20
Deputy Income Tax Administrator	\$24.14	\$25.60	\$26.85

Income Tax Clerk	\$21.41	\$22.73	\$23.96
Utility Clerk	\$21.41	\$22.73	\$23.96
Code Enforcement Officer	\$30.45	\$32.35	\$33.89
Custodian	\$17.51	\$18.54	\$19.60

CLASSIFICATION	STEP A (City Step 1)	STEP B (City Step 2)	STEP C (City Step 3)	STEP D (City Step 4)
City Park Services Worker	\$22.46	\$23.90	\$25.11	\$26.31
City Park Services Worker, Lead	\$23.25	\$24.71	\$25.92	\$27.15
Code Enforcement/Building	\$26.67	\$28.56	\$30.04	\$31.47
City Park Services Worker	\$24.19	\$25.74	\$27.04	\$28.33
City Park Services Worker, Lead	\$25.04	\$26.61	\$27.91	\$29.24
Code Enforcement/Building	\$28.72	\$30.76	\$32.35	\$33.89

Section 23.4. Pension Pick-Up Plan:

Consistent with the provisions of Internal Revenue Service Rulings (e.g., 77-462 and 81-35, etc.), the Employer shall pick-up each Employee's mandatory contributions to the Public Employees Retirement System of Ohio (PERS), provided, however, that no Employee's total salary is increased by such pick-up nor is the Employer's total contribution to PERS increased thereby. The dollar amount to be "picked-up" by the Employer:

- A. Shall equal the percentage amount of the employee's mandatory PERS contributions as of December 31, 2008;
- B. Shall be credited by PERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Employer as subject to current federal and state income taxes;
- E. Shall be reported by the Employer as subject to city income taxes; and
- F. Shall not affect the calculation of an Employee's hourly rate of pay for any purpose whatsoever, including making wage adjustments because of absence, calculating severance pay, or in reporting employee authorized credit information to financial institutions.

Section 23.5. IRS Regulations: Each Employee will be responsible for compliance with Internal Revenue Service salary exclusion regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

Section 23.6. Effect of Subsequent IRS Ruling: If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Employer will be held harmless and Sections 23.4-23.6 of this Agreement shall be declared null and void.

ARTICLE 24**WORK RULES**

Section 24.1. Promulgation: The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the conduct of Employees and the conduct of services and programs in accordance with the provisions of this Contract. For the purpose of this article, all of the above shall be considered inclusive in the terminology of "Work Rules."

Section 24.2. Application: Work rules shall be applied uniformly within the group of Employees to whom such rules are directed.

Section 24.3. Additions & Amendments: Any additions or amendments to the work rules shall be reduced to writing, and placed in a reading file for a period of at least ten (10) calendar days.

Section 24.4. Safety Standards: All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected Employee by the supervisor, or designee, or by the use of outside vendors for the conduct of awareness training. The Employer shall require Employees to sign or initial acknowledgement of new safety standards and safe practice procedures.

ARTICLE 25

WAIVER IN EMERGENCY

Section 25.1.

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City Manager of Franklin, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the Employer:
1. Time limits for the processing of grievances; and
 2. All work rules and/or agreements and practices related to the assignment of Employees.
- B. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 26

LABOR/MANAGEMENT MEETINGS

Section 26.1. When Held: In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than one (1) Employee representative per bargaining unit in pay status will attend such meetings. The Union and the Employer may have representatives as each deems necessary to address the issues.

Section 26.2. Requests For; Subjects: The party requesting the meeting shall furnish an agenda and the names of the Employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but are not limited to the items listed below:

- A. Discuss the administration of this Contract.
- B. Notify the Union of the changes made by the Employer that may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.

- E. Give the Union representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices, and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 26.3. Responses: Written responses promised by either party shall be submitted to the other party within ten (10) calendar days after such meeting.

ARTICLE 27

ALCOHOL/DRUG STANDARDS

Section 27.1. When Conducted: Drug/alcohol testing may be conducted on Employees at time of pre-employment or reasonable suspicion. Reasonable suspicion that an Employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an Employee has tampered with a previous drug test; or
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 27.2. Use of Results: Drug and Alcohol testing shall be conducted solely for administrative purposes and the results shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected Employee. The following procedures (Sections 27.3 and 27.4) shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Contract may be grounds for discipline, up to and including termination.

Section 27.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Ohio Department of Transportation (ODOT) regulations for employee testing or in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article shall be defined as .04 or above.

Section 27.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The results of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split-sample method of collection shall be used following prescribed testing procedures (Section 27.6). All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 27.5. Report of Results: The results of the drug test shall be delivered to the City Manager and the Employee tested. Prior to reporting a positive result on a confirmatory drug test, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 27.6. Split-Sample Testing:

- A. If a drug confirmation test is positive, the Employee may, upon written request and at the Employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split-sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split-sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of the test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the Employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 27.7. Access to Results: Test results shall not be released unless the Employee has provided a signed release for disclosure of the results, except where the public records law states otherwise. A representative for the Union shall have a right of access to the results upon request to the Employer, with the employee's written consent.

Section 27.8. Rehabilitation; Recertifications; Follow-Up Testing; Failure to Comply:

- A. If the alcohol or drug test is positive, and if this is a first violation of this article or a self-referral involving alcohol and/or misdemeanor drug related activity, the Employer will offer the Employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the Employee's health insurance program. An Employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such Employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the Employee shall be returned to the same position, provided he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement.
- B. If any State of Ohio required certification has lapsed, the Employer shall provide an opportunity for the re-qualification at no expense to the Employee and the Employee shall not be denied the position due to lapse in certification; however, in the event that such Employee fails to re-certify, he or she may not be deemed qualified.
- C. Such Employee may be subject to two (2) randomly scheduled follow-up tests within one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional.
- D. If the Employee refused to undergo rehabilitation, or if he or she fails to complete a program of rehabilitation, or if he or she tests positive on the return-to-duty or any of the follow-up tests, such Employee shall be subject to disciplinary action including termination.

- E. Employees who violate the terms of this article a second time, or whose violations involve evidence of a felony drug-related activity, shall not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 27.9. Testing Costs: Cost of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer, except that positive return-to-duty tests, follow-up tests, and any test initiated at the request of the Employee shall be at the Employee's expense.

Section 27.10. Releases:

- A. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this article.
- B. Except as otherwise provided by state and/or federal law with regard to communicable diseases, or with permission of the Employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written authorization of the Employee, except where the public records law states otherwise.

ARTICLE 28

DURATION

Section 28.1. This Agreement shall be effective as of the 1st day of January, 2018 **2021**, and shall terminate the 31st day of December 2020 **2023**. If either the Employer or the Union desire to terminate, modify or negotiate a successor agreement, it shall:

- A. Serve written notice upon the other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Contract;
- B. Offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement, or negotiation of a successor agreement; and
- C. Notify the State Employment Relations Board of the offer, by serving upon the Board a copy of a written notice to the other party and a copy of the existing collective bargaining agreement.

The parties shall continue in full force and effect all conditions of the existing collective bargaining agreement for a period of sixty (60) days after the party gives notice or until the expiration date of this agreement, whichever occurs later.

ARTICLE 29

INTEGRITY OF THE AGREEMENT

Section 29.1. During the term of this Agreement, each party waives any and all rights to request the other party to negotiate on any subject addressed in this Agreement, except to the extent that this Agreement or the law specifically provides otherwise

ARTICLE 30

NO STRIKE/NO LOCKOUT

Section 30.1. The Union, the Employees, and the Employer will be covered by the Ohio Revised Code Chapter 4117, in relationship to strikes and lockouts, as it affects the Union, the Employees, and the Employer.

ARTICLE 31**DISABILITY LEAVE****Section 31.1.** Disability Leave:

A. A physically- or mentally-incapacitated Employee who has completed his or her probationary period may request an unpaid disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond the use of all accrued but unused sick leave. The Employee must furnish satisfactory medical proof of such disability along with his or her written request for unpaid disability leave.

The Employee must also:

1. Be hospitalized or institutionalized; or
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 3. Declared incapacitated for the performance of the duties of this position by a licensed physician. Such physician shall be selected by the employee from a jointly requested list of three (3) submitted by the Greater Cincinnati Academy of Medicine.
- B. It is the Employee's responsibility to request an unpaid disability leave since such leave is not granted automatically when the employee has used all of his or her accrued sick leave.
- C. When an Employee is ready to return to work from an unpaid disability leave, he or she shall furnish a statement by a physician releasing the Employee as able to return to full-time and full-capacity duty.
- D. The Employer may require an Employee to be examined by a licensed physician at the expense of the Employer. An employee found to be unable to physically or mentally perform the essential functions of his or her position shall be placed on unpaid disability leave as provided for in this section. Employer-required disability leave may be appealed through the grievance and arbitration procedures.
- E. Such disability leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.
- F. The Employer should send a written reminder to the Employee at least two (2) weeks prior to the expiration of his disability leave. An Employee who does not return from disability leave, formally resigns, or takes disability benefits shall be separated by personnel action with the designation "Failure to Return from Disability Leave."
- G. An Employee who has been granted an unpaid Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

ARTICLE 32**PERSONNEL FILES**

Section 32.1. File Review: Each Employee may inspect his or her personnel file maintained by the Employer during the normal working hours at a time mutually agreeable. An Employee shall

be entitled to have a representative of his or her choice accompany him or her during such review. An Employee shall have the right, upon written request, to receive copies of all materials placed in his or her personnel file, at the Employee's expense. Such copies shall be provided within five (5) calendar days.

Section 32.2. Rebuttals: If any unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his or her file. No anonymous material of any type shall be included in the Employee's personnel file.

Section 32.3. Progressive Discipline: For the sole purpose of progressive discipline, oral reprimands and written reprimands shall cease to have force and effect after a period of twelve (12) months from the date of issuance, provided no intervening discipline has occurred; suspensions and reductions/demotions shall cease to have force and effect for purposes of progressive discipline after twelve (12) months from date of issuance, provided that no intervening discipline has occurred.

Section 32.4. Public Records: The contents of personnel files shall be prescribed by the Employer and retention of items shall be determined by State and Federal law and as set forth in the retention schedule. Further, all items defined by the Ohio Revised Code or case law as public information shall be available to the public from an Employee's personnel file. This article is intended to comply with all provisions of Ohio Revised Code Section 149.43, the Public Records Act.

Section 32.5. File Maintenance: All files shall be securely maintained.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2018 2021.

FOR THE CITY OF FRANKLIN:

FOR TEAMSTERS LOCAL 100

Jonathan Westendorf
City Manager

Tina Thompson
Union Steward

Howard Priestley
Business Representative

Ryan Woodward
Management Consultant

CITY OF FRANKLIN, OHIO
RESOLUTION 2021-20

**APPROVING OR REJECTING THE TENTATIVE AGREEMENT WITH THE TEAMSTERS LOCAL UNION
NO. 100, SERVICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
COLLECTIVE BARGAINING CONTRACT**

WHEREAS, in accordance with Ohio law and the rules and regulations of the State Employment Relations Board, the City and the Teamsters Local Union No. 100, Service Department have negotiated a tentative collective bargaining agreement regarding the employees who are members of said Union; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members elected thereto concurring, that:

Section 1. The tentative collective bargaining agreement between the City and the Teamsters Local Union No. 100, Service Department is hereby approved/rejected (circle one).

Section 2. Assuming the Teamsters Local Union No. 100, Service Department approve the bargaining agreement as well within the required time, the City Manager is hereby authorized/not authorized (circle one) to execute, on behalf of the City, a three-year collective bargaining agreement (2021, 2022 and 2023) with the Teamsters Local Union No. 100, Service Department.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 1, 2021

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2021-20 passed by that body on March 1, 2021.

Khristi Dunn, Clerk of Council

EXECUTIVE SUMMARY

CITY OF FRANKLIN

**SUMMARY OF TENTATIVE AGREEMENT
FOR
TEAMSTERS, LOCAL 100 (SERVICE AND CLERICAL)**

MARCH 1, 2021

**PREPARED BY:
CLEMANS, NELSON & ASSOCIATES, INC.
420 WEST LOVELAND AVE., SUITE 101
LOVELAND, OHIO 45140
(513) 583-9221**

Introduction:

In December 2020, the negotiating committee of the City of Franklin (“the Employer”) and Teamsters, Local 100 (“Union”), began contract negotiations for a successor collective bargaining agreement covering members of the Service and Clerical units. The parties met several times through January 2021. The parties agreed in terms on the few issues that were discussed, however, could not reach agreement on Wages, so a Fact-Finder was requested. Before the hearing was scheduled, the parties reached settlements on all issues and signed tentative agreements on February 25, 2021.

The following articles encompass the substantive negotiated provisions for Teamsters for both contracts:

(Fair Share Fee): The parties agreed to language making the fair share fee language obsolete after the US Supreme Court deemed it unconstitutional.

(Wages): The parties agreed to increase employee step wages by 2.5% for each calendar year at January 1, 2021, 2022, and 2023.

(Duration): The parties agreed to a contract duration of 1/1/21-12/31/23.

All other articles remained unchanged as the Union agreed to drop the rest of their proposals.

COUNCIL ACTION

The City Council must have a majority vote to accept or reject the Tentative Agreement. Presentation of the Tentative Agreement must occur within fourteen (14) calendar days of the date of Tentative Agreement (which occurred on February 25, 2021). A vote on the Tentative Agreement must take place within thirty calendar (30) days of their presentation to Council. If either party rejects the Tentative Agreement, contract negotiations will resume where they left off (i.e., the parties would likely proceed to Fact Finding). If Council and the Unions vote to accept the Tentative Agreement, they will be deemed effective and executed upon the signing of the contracts by the parties.

If you have any questions regarding the contents of this Executive Summary or the Tentative Agreement, please feel free to contact the Consultant at your earliest convenience. Thank you.

AGREEMENT

BETWEEN

THE CITY OF FRANKLIN

AND

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS,
PUBLIC EMPLOYEES, CONSTRUCTION DIVISION,
AIRLINES - GREATER CINCINNATI/NORTHERN KENTUCKY
AIRPORT AND MISCELLANEOUS JURISDICTION,
GREATER CINCINNATI, OHIO TEAMSTERS
LOCAL UNION NO. 100**

SERVICE DEPARTMENT

SERB CASE NUMBER

~~2017-MED-10-1351~~

2020-MED-10-1281

Effective January 1, ~~2018~~ 2021 through December 31, ~~2020~~ 2023

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ARTICLE 1**PURPOSE**

Section 1.1. This contract sets forth the Agreement between the City of Franklin, hereinafter referred to as the “City” or “Employer” and Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Teamsters Local Union No. 100, hereinafter referred to as the “Union,” which represents Employees of the City of Franklin Service Department as specified herein. Specifically, the contract addresses matters pertaining to wages, hours or terms and other conditions of employment mutually expressed between the parties.

Section 1.2. The male pronoun or adjectives where used herein refers to the female also unless otherwise indicated. The term “Employee” or “Employees” where used herein refers to all employees in the Bargaining Unit. The purpose of this contract is to provide a fair and reasonable method of enabling Employees covered by this contract to participate, through Union Representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

Section 1.3. The parties recognize that the essential public service here involved and the interest of the community and the job security of the Employees depend upon the Employer’s success in establishing and maintaining a proper service to the community.

Section 1.4. The parties mutually recognize that the responsibility of both the Employees and the Employer to the public requires that any disputes arising between the Employees and the Employer to be adjusted and settled in an orderly manner without interruption of such service to the public.

Section 1.5. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Employees.

ARTICLE 2**RECOGNITION****Section 2.1. Bargaining Unit Determination:**

A. The Employer recognizes the Union as the sole and exclusive bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No.: 84-RC-05-0923.

Including: Utility persons I, II, III, in the Service Department of the City of Franklin
Excluding: All other employees

B. The Employer will not recognize any other Union as the representative for any Employees within the bargaining unit referenced above, unless replaced by statutory process.

Section 2.2. New Classifications: If the Employer adds new classifications to the Department, the Employer shall notify the Union in writing of the title and position description of the new classification, and whether or not the new classification shall be considered a bargaining unit position. The Union may request in writing that the parties meet to discuss the bargaining unit status of the new classification. If the parties cannot resolve the bargaining unit status, the Union may pursue the dispute through the proper State Employment Relations Board procedure. This section neither waives nor modifies any jurisdictional requirements of the State Employment Relations Board regarding petitions to amend a certification to clarify a bargaining unit.

ARTICLE 3**UNION MEMBERSHIP AND FAIR SHARE****Section 3.1. Union Membership:**

- A. Subject to the provisions of Sections 3.3 and 3.4, below, all Employees covered by this Contract, who are members of the Union on the effective date of this Contract, may remain members in good standing; those who are not members on that date may become and remain members in good standing; and all Employees hired after the effective date of this Contract may become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.
- B. The parties agree that neither the Employee(s) nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- C. Indemnification of the Employer - The Union shall defend, indemnify and hold harmless the City, the City Council, the City Manager, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this article, specifically including, but not limited to, any cost arising from any action in any court or administrative agency alleging that the Union's internal rebate procedure is legally defective.
- D. The Union represents to the City that an internal rebate procedure has been established in accordance with Ohio Revised Code Section 4117.08(C).

Section 3.2. Check-Off:

- A. Any Employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an original assignment in a form to be prescribed by the Union authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year-to-year unless revoked or changed in writing. Pursuant to each authorization, the Employer shall deduct such dues from the salary check of said Employee each month. The amounts deducted shall be transmitted within five (5) working days to the Union.
- B. The Employer shall be relieved from making such individual "check-off" deductions upon Employee's:
 - 1. Termination of employment;
 - 2. Transfer to a job other than one covered by the bargaining unit;
 - 3. Layoff from work;
 - 4. Death,
 - 5. Leave of absence without pay; or
 - 6. Written revocation of the checkoff authorization in accordance with the terms of this Contract.
- C. The Employer shall not be obligated to make dues deductions from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally-required deductions in addition to the deduction of Union dues.

Section 3.3. Fair Share Provision:

- A. It is agreed that all Employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period.
- B. This provision shall not require any Employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the Employee, and its payment to the Union is automatic and does not require the written authorization of the Employee.

Section 3.4. Bona Fide Religious Exemption: Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the Employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The Employee shall furnish written proof each year to the Employer and the Union that this has been done.

Section 3.5. New Hire: The Employer will notify the Union of all new hires in the Service Department within ten (10) days after their having been accepted, furnishing the Union with the new employee's name, mailing address and the position for which he or she was hired.

Section 3.6. For as long as Fair Share fees are unlawful, language referencing such fees shall have no force and effect.

ARTICLE 4**MANAGEMENT RIGHTS**

Section 4.1. Hiring: All matters pertaining to the conduct and grading of civil service examinations, the rating candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligibility lists are reserved exclusively to the Employer for determination as part of its Management Rights.

Section 4.2. Reserved Rights: Unless otherwise specifically provided in this Contract, the Employer reserves its Management Rights to determine actions to be taken in the following areas:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, the City's overall budget, utilization of technology, and organization structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Determine the overall methods, process, means, or personnel by which the City's operations are to be conducted;
- D. Maintain and improve the efficiency and effectiveness of the City's operations;
- E. Suspend, discipline, demote, or discharge for just cause or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the City.

ARTICLE 5**USE OF BUILDINGS**

Section 5.1. The Employer agrees to allow reasonable use of its buildings and facilities for the purpose of holding union meetings based upon obtaining prior approval and availability of the space. The Union will be treated like any other entity requesting use of the facilities and must abide by all rules applied to other entities.

ARTICLE 6**RIGHT OF ACCESS**

Section 6.1. Union Business Representatives shall have the right to access to the Employer's premises, including the service garage, but will not interfere with the Employees' work, and they shall obtain clearance from the supervisor in charge before contacting any Employee.

ARTICLE 7**BULLETIN BOARDS**

Section 7.1. The City agrees to furnish the Union bulletin board space within the Service Department to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the Employer. The Union will be responsible to ensure that no defamatory, obscene, or personal material is posted on the bulletin board. If management has objections to any defamatory, obscene, or personal material which has been posted, it shall inform a Union Steward who shall remove the material from the bulletin board.

ARTICLE 8**NON-DISCRIMINATION**

Section 8.1. Union Status: The Employer will not interfere with, restrain or coerce the employees covered by this Contract because of membership in or activity on behalf of the Union.

Section 8.2. Nondiscrimination: The Employer and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, military status, national origin, handicap or ancestry of any person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, national origin, handicap, ancestry of any person, military status or disabled veterans status.

Section 8.3. Remedies: Any alleged denial of the aforesaid opportunities in violation of this article shall be submitted to the grievance procedure or to the appropriate legal avenues for allegations of discrimination; however, the proper use of Bona Fide Occupational Qualifications is not discrimination and is not subject to the grievance procedure.

ARTICLE 9**MAINTENANCE OF STANDARDS**

Section 9.1. Bargaining The Employer agrees that conditions of employment relating to wages, hours of work, and working conditions not expressly covered by this Contract, which are mandatory subjects of bargaining as defined by law, may not be changed unless the Union is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or

the effects of the decision on the bargaining unit employees, as that bargaining obligation is defined by law.

Section 9.2. Subcontracting:

- A. The City of Franklin recognizes the value of job security to an Employee and hereby agrees to include this section entitled "Subcontracting" into our Contract. Further, it is agreed that this section shall not impact any Section or Subsection of Article 29. It is furthermore agreed that seasonal employees will normally perform only the task defined in their contractual services agreement.
- B. The parties agree that the Employer has the right to contract out work. The Employer recognizes the Union's concern for the job security of the Employees and therefore agrees to refrain, during the term of this Contract, from contracting out work to the extent that layoffs or terminations would result. The Union recognizes the Employer's needs for cost effectiveness and therefore agrees that this provision limiting subcontracting will not be asserted to cause the Employer to hire additional employees or require additional equipment.

ARTICLE 10	UNION REPRESENTATION
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Section 10.1. If the Employer intends to discipline, investigate, or take any other action which may affect an Employee's job security or any other term or condition of his employment, no Employee shall be required to meet with any representative of management without Union representation once such representation has been requested; however the Employer will only allow twenty-four (24) hours for the Employee to secure his or her representative.

ARTICLE 11	STEWARDS
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Section 11.1. Authority of Stewards: The Employer recognizes the right of the Union to designate Stewards and Alternates. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The collection of dues when authorized by appropriate Local Union action;
- C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 11.2. Limitations on Authority: Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

Section 11.3. Grievances: Stewards shall be permitted to investigate, present, and process grievances on or off the property of the Employer without loss of time during scheduled working hours. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 11.4. Notice to Employer: The Union shall provide to the Employer an official roster of its union representatives (including Steward and Alternates), which is to be kept current at all

times and shall include the following: 1) name; 2) assigned work area; 3) union position held; and 4) work address and phone number of union staff representatives who are not employees of the Employer. No Employee shall be recognized by the Employer as a union representative until the Union has presented to the Employer written notification of that person's selection.

ARTICLE 12**GRIEVANCE & ARBITRATION PROCEDURE**

Section 12.1. Definition: The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Contract. Grievance or disputes which may arise as to the interpretation and enforcement of this Contract shall be settled through the use of this article only. Any dispute regarding issues outside the parameters of this Contract and which the Civil Service Commission or a court establishes jurisdiction may be appealed through such other legal proceeding.

Section 12.2. Procedure:

Step One: An Employee and/or the Union, within ten (10) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance may bring said grievance in writing to the attention of the immediate supervisor.

Step Two: The immediate supervisor shall make every effort to resolve the alleged grievance within ten (10) calendar days. Failure of the immediate supervisor to resolve the alleged grievance within the ten (10) calendar day period shall permit the Union the right to submit the alleged grievance to the Department Head, who shall rule on the merits of the grievance and respond within ten (10) calendar days if the grievance is not settled to the satisfaction of the Union. The matter may then be referred to the City Manager for settlement within ten (10) calendar days after receipt of Department Head's response.

Step Three: Failure of the City Manager to satisfactorily resolve the alleged grievance within a ten (10) calendar day period shall permit the Union the right to submit a demand for arbitration.

Step Four: A grievance unresolved at Step 3 may be submitted to arbitration upon request by the Union in accordance with the provisions of this article.

- A. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on the grievance from Step 3 the Union shall notify the Employer of its intent to seek arbitration.
- B. The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) calendar days after the receipt by the Employer of the demand for arbitration, the Union may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) (Ohio only). After receipt of the same, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. The Union shall first strike a name from the list of arbitrators. Either party may once reject the list of seven (7) arbitrators from FMCS. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.
- C. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Contract.

- D. All costs involved in appointing the arbitrator and in obtaining any necessary list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Union.
- E. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that the wages of Department employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 12.3. Forms: The Union shall use a grievance form which shall provide the information required in this article. The Union shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The City shall furnish to the Employee and the Union representative(s) all replies concerning the grievance.

Section 12.4. Time Limits: The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 12.5. No Limitation on Legal Rights: No part of this article will in any way limit the legal rights of the aggrieved Employee or the Employer.

Section 12.6. Lost Pay Discipline: Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be submitted to the Public Works Director in Step 2 of the Grievance Procedure. Verbal and written reprimands cannot be taken beyond Step 3 (City Manager).

ARTICLE 13

PERSONNEL FILES

Section 13.1. File Review: Each Employee may inspect his or her personnel file maintained by the Employer during the normal working hours at a time mutually agreeable. An Employee shall be entitled to have a representative of his or her choice accompany him or her during such review. An Employee shall have the right, upon written request, to receive copies of all materials placed in his or her personnel file, at the Employee's expense. Such copies shall be provided within five (5) calendar days.

Section 13.2. Rebuttals: If any unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his or her file. No anonymous material of any type shall be included in the Employee's personnel file.

Section 13.3. Progressive Discipline: For the sole purpose of progressive discipline, oral reprimands and written reprimands shall cease to have force and effect after a period of twelve (12) months from the date of issuance, provided no intervening discipline has occurred; suspensions and reductions/demotions shall cease to have force and effect for purposes of progressive discipline after twelve (12) months from date of issuance, provided that no intervening discipline has occurred.

Section 13.4. Public Records: The contents of personnel files shall be prescribed by the Employer and retention of items shall be determined by State and Federal law and as set forth in the retention schedule. Further, all items defined by the Ohio Revised Code or case law as public information shall be available to the public from an Employee's personnel file. This article is intended to comply with all provisions of Ohio Revised Code Section 149.43, the Public Records Act.

ARTICLE 14**SAFETY & HEALTH**

Section 14.1. Cooperation: The Employer and the Union agree that the safety and health of all Employees are matters of the highest importance and each will cooperate in any effort to prevent injury.

Section 14.2. Safety Rules: The Union agrees that careful observances of safe working practices and Employer safety rules are a primary duty of all Employees. The Employer agrees that there will be uniform enforcement of such rules against Employees similarly situated within the bargaining unit and among said Employees the rules shall be enforced without discrimination. Violation of Employer safety rules will subject the offending Employee to disciplinary action.

Section 14.3. Employee Assistance Program: The City of Franklin and the public Employees of Ohio Teamsters Local 100 agree to jointly share the cost of a recognized Employee Assistance Program (EAP). The Employee cost will be one dollar (\$1.00) per month. Any further increases in program costs will be by mutual agreement.

ARTICLE 15**DISCIPLINE & HEARING CLAUSE**

Section 15.1. Disciplinary Action:

- A. Employees may not be suspended, discharged, or otherwise disciplined except for just cause. The Employer may implement disciplinary action for, but not limited to, the following circumstances: actions occurring while the employee is on duty or working in the uniform of the Employer; off-duty representing himself as an employee of the City of Franklin; or any conduct which discredits the City or the individual as a public employee. Written disciplinary notices shall be given to an Employee within ten (10) calendar days after the incident at issue comes to the attention of the immediate supervisor, Department Head or the City Manager. If the Employee is unavailable to be served, he or she shall be served with said notice upon his return to work.
- B. Forms of disciplinary action are:
1. Verbal reprimand (time and date recorded);
 2. Written reprimand;
 3. Suspension with or without pay;
 4. Reduction in classification (demotion or pay); and
 5. Discharge from employment.

Section 15.2. Progressive Discipline: Except in instances where an Employee is charged with gross or serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of performance and conduct.

Section 15.3. Pre-disciplinary Conference: Whenever the Employer or his designee determines that an Employee may be disciplined for cause, a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference will be conducted by the City Manager or his designee. Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action.

- A. The Employee may choose to:
 - 1. Appear at the conference to present an oral or written statement in his/her defense;
 - 2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or
 - 3. Elect to waive (in writing) the opportunity to have a pre-disciplinary conference.
- B. The Employee must elect to exercise, in writing, the options listed above, concerning a pre-disciplinary conference. An Employee may elect to waive any or all of his/her rights concerning disciplinary procedures, but it must be in writing. Failure to elect an option shall be deemed a waiver of the right to a conference.
- C. At the pre-disciplinary conference, the City Manager or his designee will ask the Employee or his representative to respond to the allegations of misconduct which were outlined to the Employee.
- D. At the pre-disciplinary conference, the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The Employee may be represented by any one person he chooses. The Employee shall provide a list of witnesses to the City Manager or his designee as far in advance as possible, but no later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the Employee's responsibility to notify his witnesses that he or she desires their attendance at the pre-disciplinary conference.
- E. The Employee will be permitted to cross-examine any Employer witnesses; however, the Employer is under no obligation to present witnesses at the conference. A written report will be prepared by the City Manager, or his designee, which will contain a finding of whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the City Manager's findings will be provided to the Employee within ten (10) calendar days following the conference.
- F. Pre-disciplinary conferences may be tape recorded. A copy of the recording may be furnished to the Employee, at the Employee's expense, within three (3) business days of the conference, or the Employee may also record the conference. All disciplinary action may be appealed through the grievance and arbitration procedures outlined in this Contract.

Section 15.4. Criminal Charges: If an Employee is indicted for a felony or misdemeanor, the Employer may place the Employee on unpaid suspension until resolution of matter. An Employee found guilty by a court of a felony may be summarily discharged. When felony charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Contract.

Section 15.5. Notice to Steward: The Employer will send courtesy copies of discipline to the local Steward.

Section 15.6. Driving Suspensions/Revocations: Certain Employees are required to hold a valid Ohio and CDL drivers' license. If an Employee who is required to maintain a valid CDL and Ohio drivers' license has his or her CDL or Ohio drivers' license revoked and/or suspended for sixty (60) days or less, the Employee shall be reduced in pay to Step A, Utility Worker 1, until such time as the Employee regains the valid license. The Employee must regain a valid license within fourteen (14) days of the end of the suspension, or he or she will be subject to further disciplinary action. Once the Employee regains the valid license, he or she will revert to his or her former classification and pay rate. The provisions of this section apply only one (1) time per Employee for the term of the collective bargaining agreement, and multiple suspensions or suspensions with lengths in excess of sixty (60) days shall be dealt with through the disciplinary sections of this Contract. Further, the provisions of this section do not apply to probationary employees.

ARTICLE 16**MILITARY LEAVE**

Section 16.1. Military Leave: Military leave will be allowed pursuant to state and federal law.

Section 16.2. Entering Service: Upon entering military service, an Employee shall receive all his or her accrued vacation and/or all other monetary benefits to which he or she is entitled with the last paycheck prior to entering service.

ARTICLE 17**FUNERAL LEAVE & COURT TIME**

Section 17.1. Funeral Leave: Funeral leave will be granted as follows:

- A. In the event of death of a member of a regular full-time Employee's immediate family (father, mother, son, daughter, step-children, husband, wife, brother, sister, grandfather, grandmother or in-laws bearing any of these relationships, or any related person having established permanent residence in the Employee's household), the Employee shall be granted personal leave not to exceed three (3) work days, with pay, if the funeral is within two hundred (200) miles of the City of Franklin. If the funeral is more than two hundred (200) miles from the City of Franklin, he or she shall be granted personal leave not to exceed five (5) work days, with pay.
- B. Funeral leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

Section 17.2. Court Time:

- A. An Employee will receive his or her regular straight time pay during his or her scheduled hours of work when he or she is absent therefrom because he or she is serving as a juror. An Employee is required to appear for work on all regularly scheduled work days during the hours that the Employee is not required to be present in court or in the jury room.
- B. An Employee who is subpoenaed to appear in a legal proceeding by virtue of the Employee's employment with the City will not lose compensation for the time spent in the legal proceeding if the legal proceeding occurs during the Employee's normally scheduled work hours.
- C. An Employee who is subpoenaed to appear in a legal proceeding which is not related in any way to the Employee's employment with the City will be granted a leave of absence without pay upon approval of the City Manager.

- D. When notified, the Employee and the Employer shall, by mutual agreement, reschedule any vacation or holiday which may occur during the period of jury service.

ARTICLE 18**HOLIDAYS**

Section 18.1. Paid Holidays: The following holidays shall represent holidays which all bargaining unit members shall be entitled to receive with pay:

New Year's Day	(1 st day of January)
President's Day	(3 rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4 th of July)
Labor Day	(1 st Monday in September)
Veterans' Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday in November)
Friday after Thanksgiving	(4 th Friday in November)
Christmas Eve	(24 th Day of December)
Christmas Day	(25 th day of December)
New Year's Eve	(31 st Day of December)
Birthday	Date of occurrence (for employee only)

In order to receive holiday pay, Employees must be in a pay status or on approved leave and shall work all scheduled hours the last scheduled work day before the holiday and all scheduled hours the first scheduled work day immediately following the holiday. Bargaining unit employees shall receive pay (eight hours per day at their regular rate) for the holidays listed.

Section 18.2. Work on Sundays or Holidays:

- A. When scheduled to report work on a Sunday or a designated holiday, the Employee shall receive compensation at two times (2x) the stipulated hourly rate for all hours worked. Employees that fail to report to work on a scheduled holiday shall not receive holiday pay without a doctor's certificate.
- B. When ordered to report on a Sunday or designated holiday, the employee shall receive a minimum of three (3) hours compensation at two times (2x) the stipulated hourly rate.

ARTICLE 19**HOURS OF WORK & OVERTIME COMPENSATION**

Section 19.1. Overtime: Any Employee who works in excess of his or her regular number of work hours in his or her normal work week (as outlined in this Contract), shall be paid overtime premium pay for all such hours worked.

Section 19.2. Compensation for Overtime: Compensation for overtime shall be computed at one and one half times (1½x) the regular hourly rate of pay for all overtime work. Each hour of double overtime worked shall be computed as two (2) hours of compensatory time.

Section 19.3. Work Day & Work Week: The standard work day shall consist of eight (8) hours per day, exclusive of a one (1) hour meal period, but includes two (2) fifteen (15) minute break periods and a fifteen (15) minute clean-up period. The standard work week shall consist of forty (40) hours.

Section 19.4. Call-Up Pay: Whenever an Employee is called to duty outside the normal work week, payment shall be made at the rate of one and one-half times (1½x) the hours actually worked or for a minimum of three (3) hours. The Union must have on file at all times with the Department Head and City Manager a telephone number at which all Employees may be reached for emergency call-in.

Section 19.5. Pager: When assigned to carry a pager for the week, the Employee shall be paid an additional one hundred fifty dollars (\$150.00) per week. Overtime will be paid with the first call. The parties agree to maintain the current practice on paging Employees and responding to calls, unless such practice fails to provide adequate response to urgent and/or necessary work sites. The Employee on call will be afforded the opportunity to drive a City vehicle home.

Section 19.6. Emergency Snow Removal: Any Employee who works twelve (12) consecutive hours, meal time and break time inclusive, in the performance of emergency snow removal duties shall be guaranteed, upon the Employee's request, a rest period of twelve (12) hours prior to the commencement of any assigned work duties.

Section 19.7. Compensatory Time: Overtime hours shall be compensated at a rate equal to one and one half times (1½x) the employee's base hourly rate. In lieu of cash payment for overtime, an Employee may elect to receive compensatory time. The maximum amount of compensatory time that an Employee may have accumulated at any one time is sixteen (16) hours. Employees shall receive one and one half (1½) hours of compensatory time for each hour of overtime worked. Compensatory time off shall be subject to the approval of the Employer and must be requested no later than forty eight (48) hours prior to the requested commencement of such leave on the Request for Leave form supplied by the Employer. In any one pay period, only sixteen (16) hours compensatory time may be used and no consecutive compensatory days will be allowed.

ARTICLE 20

VACATIONS

Section 20.1. Vacation Time: All full-time regular Employees covered by this bargaining agreement shall receive vacation pay as follows:

<u>Consecutive Years of Service</u> (at least)	<u>Working Days</u>
less than 5	10
5	15
10	20
15	25

Section 20.2. Accrual & Use: Vacation credits will be accumulated bi-weekly and can be used as they are accumulated, but not less than one (1) hour increments, and only after the Employee has completed six (6) months of service. An Employee must be on active pay status to accumulate vacation time or the vacation amount will be prorated to reflect the actual amount of time in active pay status. Vacation does not accrue during an unpaid leave of absence, unpaid suspension, layoff, or other unpaid time.

Section 20.3. Carry Over: Bargaining unit Employees shall be eligible to carry over two (2) weeks of vacation leave to a succeeding anniversary year pursuant to the policies of the City. The scheduling of such vacations shall be with the Employee's supervisor, subject to the needs of the

Employer, with due regard for seniority and the Employee's preference. The City Manager shall determine the timing and sequence of vacations, should such matters fail to be decided by the Employee's supervisor.

Section 20.4. Required Use: Employees with five (5) years of service or less shall take at least five (5) scheduled working days off for vacation within the twelve (12) months following the anniversary date of the Employee's service to the City on a full-time basis. Employees with over five (5) years of service shall take at least ten (10) working days off for vacation. Exemptions from the requirements of this section may be granted by written permission of the City Manager.

Section 20.5. Pay in Lieu: Employees may take pay in lieu of vacation earned as of their last anniversary date of full-time employment with the City, except for the provisions of Section 20.3 hereto, but such conversion of vacation credits to pay shall be limited to a maximum conversion of eighty (80) hours of accrued vacation. There shall be no re-conversion from pay to vacation credits, and conversion can only be requested one time per anniversary year. Further, an employee shall not cash out any vacation he or she is required to take pursuant to Section 20.4, above.

ARTICLE 21	SICK LEAVE, INJURY LEAVE & FAMILY AND MEDICAL LEAVE
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Section 21.1. Sick Leave:

- A. Sick leave is hereby authorized to be accumulated according to Ohio Revised Code Section 124.38. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each Employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave or any leave when an Employee is being paid by the City (directly).
- B. An Employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:
1. Illness or injury of the Employee or a member of his or her immediate family;
 2. Exposure of Employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the Employee or the health of others;
 3. Pregnancy, childbirth and/or related medical conditions; and
 4. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for medical, dental, or optical examinations or treatment of any Employee or a member of his or her immediate family, when such appointments cannot be scheduled during non-working hours with advance notice of two (2) days, except in cases of emergency.

- C. For the purpose of this article, the "immediate family" is defined a mother, father, child, legal ward, spouse, step-child, sibling, step parent, legal guardian or other person who stands in the place of a legal parent.
- D. The call-in time limits will not apply in cases of emergency illness or injury.
- E. The amount of sick leave time any one employee may accrue is unlimited, but subject to the conversion rate in Section 21.4.

- F. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.
- G. An Employee on sick leave shall inform the supervisor of the fact and reason within two (2) hours prior to the time he or she is scheduled to report to work, and on each day on a continuing absence, unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence and may lead to discipline.
- H. The day an Employee returns to work, the Employee shall fill out a Request for Leave Form, which is to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall promptly approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons.

A doctor's excuse may be required if the Employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled work week due to sick leave and/or injury leave.

- I. Falsification of the written, signed statement or altering the physician's certificate may be grounds for disciplinary action, up to and including discharge.
- J. An Employee who calls in sick due to the Employee's own illness is considered to be incapacitated and unavailable for work of any type for the eight (8) hour period following his scheduled start time. An Employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period may be subject to disciplinary action.

K. Occupational Injury Leave (OIL):

1. An Employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his or her official duties, with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The Employee will continue to receive his or her regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability) - an Employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The Employee may apply for lost income benefits during injury leave if it is anticipated that the absence will continue beyond the paid leave. The Employee may utilize sick time or other approved leave of absence, as allowed by law, to supplement Workers' Compensation benefits. OIL will continue for a period not to exceed thirty (30) calendar days without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for whatever time necessary. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.
2. The Employer has the right to review the Employee's physical and mental status each thirty (30) days of absence in order to determine the Employee's ability to return to work and may require a physical or psychological/psychiatric exam. In the event of a difference of opinion as to the Employee's mental or physical status between the Employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the Union and the Employer from a list

- submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the Employee to perform his regular duties, shall be final and binding on both parties. Services of the third physician shall be paid by the Employer.
3. An Employee applying for an OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the Employee, treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.
 4. The Employer may assign the Employee to light duty with the approval of, and within the limitations set by, the Employee's treating physician. The Employer will determine if light duty work is available.
 5. Employees on Workers' Compensation lost income benefits do not earn sick leave (after the expiration of the thirty (30) day injury leave [see paragraph 1]).

Section 21.2. Payout upon Retirement or Death; Pre-2006 Employment: For persons employed by the Service Department on a full-time basis before November 1, 2006, and covered by this Contract, upon death or retirement the employee shall receive full payment of up to one hundred fifty (150) days unused sick leave accumulated. Except for dismissal, if an Employee terminates employment with the City for reasons other than death or retirement, he or she shall be paid one (1) day's pay for each two (2) days of accumulated sick leave, up to one hundred fifty (150) days.

Section 21.3. Payout upon Retirement or Death; Post-2006 Employment:

- A. Any full-time Employee hired on or after November 1, 2006, with accumulated sick leave to his or her credit, who: (1) retires from City employment and is eligible at the time of his or her separation from employment to receive retirement benefits or who dies while still a bargaining unit Employee; and, (2) has ten (10) or more years of service with the State, any political subdivision, or any combination thereof; shall be paid at the time of retirement or death for twenty-five percent (25%) of the Employee's accumulated sick leave at his or her hourly rate.
- B. Payments authorized by this section shall be limited to a maximum sick leave accumulation of 960 hours (25% of 960=240 maximum hours payable). The aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of two hundred forty (240) hours of accrued but unused sick leave.
- C. Employees whose separation from the City's service is the result of resignation or dismissal proceedings shall not be eligible for payment for accumulated sick leave under this provision.

Section 21.4. Sick Leave Conversion:

- A. In any one year, sick leave credits may be converted to cash under the following schedule for employees hired prior to November 1, 2006:

<u>Sick Leave Credits</u>	<u>Trade</u>
over 30 days	3 for 1
over 66 days	2 for 1
over 90 days	1¼ for 1
over 150 days	1 for one

- B. Cash conversion is to be paid by the last day in January for the previous calendar year.

- C. Conversion must be requested during the first seven (7) days in January. If not requested it will be accumulated.
- D. All accumulation in excess of one hundred fifty (150) days must be converted. The only employees eligible for the yearly sick leave conversion described in Section 21.4 are those with 1200 hours (i.e., 150 days) or more of accumulated, unused sick leave.

Section 21.5. Opt-In: If an employee who has been employed on a full-time basis in a City funded position since a date prior to March 1, 1980, wishes to be included under the general provisions of this article, he may do so by formally requesting same in writing to the City Manager. If an Employee elects this option, the choice is irrevocable.

Section 21.6. Family and Medical Leave Act: This article and the use of sick leave shall be subject to and consistent with the Family and Medical Leave Act of 1993 and the Employer's adopted policy with respect thereto.

ARTICLE 22

PERSONAL ABSENCE DAYS

Section 22.1. All full-time bargaining unit Employees in active pay status on January 1st of each year shall be entitled to four (4) personal leave days with pay (not chargeable to sick time) per year. Employees not in active pay status on January 1st shall receive a prorated amount of personal leave days proportionate to the date of hire. Personal leave days must be scheduled with and approved by the supervisor and/or Department Head. Personal leave days cannot be carried over to the next year unless with the written permission of the City Manager.

Hired in: Quarter 1 — January 1 through March 31 (four [4] days)
 Hired in: Quarter 2 — April 1 through June 30 (three [3] days)
 Hired in: Quarter 3 — July 1 through September 30 (two [2] days)
 Hired in: Quarter 4 — October 1 through December 31 (one [1] day)

ARTICLE 23

LONGEVITY COMPENSATION

Section 23.1.

- A. All regular full-time Employees of the City shall receive, in addition to any and all other compensation provided by the Employer, a payment for longevity based upon their length of employment as regular full-time Employees as of December 1st of each year. Such payment shall be made annually on the first pay period after December 1st of each year and shall be computed as follows:
 - 1. After two (2) full years of service, the Employee shall be paid one hundred dollars (\$100.00);
 - 2. After three (3) full years of service, and each year thereafter, the Employee's longevity allowance shall be increased by fifty dollars (\$50.00). [For example, after year three (3), the Employee is paid one hundred fifty dollars (\$150.00); after year five (5), the Employee is paid two hundred fifty dollars (\$250.00); etc.].
- B. Years of service shall be computed for each Employee as of December 1st of each year and a "regular full-time Employee" shall be as determined by the City Manager.

ARTICLE 24**SEPARABILITY & SAVINGS**

Section 24.1. Severability: If any article or section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract, or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 24.2. Bargaining: In the event that any article or section is held invalid or enforcement or compliance with which has been restrained, as set forth above, 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. Failure of the parties to agree on a satisfactory replacement shall cause the dispute resolution procedures contained herein and the applicable provisions of the Ohio Revised Code to be invoked.

ARTICLE 25**PROBATION PERIODS**

Section 25.1. New Hires: An original appointment of all new Employees shall not be deemed complete until a period of probation of twelve (12) months has elapsed. Such probationary Employee may be discharged by the City Manager at any time within the said period of twelve (12) months upon the recommendation of the head of the department in which said probationer is employed. A newly hired probationary Employee may be discharged with or without cause and shall have no appeal through the grievance-arbitration procedure.

Section 25.2. Promotions: A newly promoted Employee will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for a newly promoted Employee shall begin on the effective date of promotion and shall continue for a period of six (6) months. A newly promoted Employee who evidences unsatisfactory performance may be returned to his or her former position any time during his probationary period.

ARTICLE 26**EQUIPMENT**

Section 26.1. The Employer shall supply the Employees with rain gear, boots, gloves, and other protective clothing as determined necessary by the Employer.

ARTICLE 27**SENIORITY**

Section 27.1. Accrual: "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, as defined in Section 27.2 of this article, will apply wherever employee seniority rights are established in the terms and conditions of this Contract.

Section 27.2. Seniority Defined:

- A. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the City of Franklin.
- B. The following situations shall constitute a break in continuous service:

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than two (2) years;
4. Failure to return to work within ten (10) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of a leave of absence; and,
6. A resignation where the Employee is re-employed or reinstated after thirty (30) days.

Section 27.3. Seniority List: The Employer shall post a seniority list, once every six (6) months, on the department bulletin board showing the continuous service of each Employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 27.4. Effect of Layoff: Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

ARTICLE 28

CLASSIFICATION

Section 28.1. Transfer to Another Classification: Any Employee temporarily transferred to another bargaining unit job shall be paid for the entire time of such transfer the higher rate of pay for either job classification to which they are transferred or their regular job, whichever is greater.

Section 28.2. Superintendents:

- A. Superintendents will normally not perform bargaining unit work. We recognize that to provide the level of service demanded by our citizens, superintendents will occasionally assist in the day-to-day performance of the Service Department.
- B. In emergency situations it is agreed that any and all available Employees may be utilized.

Section 28.3. Acting Superintendent:

- A. In the absence of a superintendent for eight (8) hours, it is agreed that a replacement will be appointed from the two (2) senior qualified Employees available. This temporary upgraded Employee shall be required to perform and fulfill all duties and responsibilities associated with the temporary upgrade.
- B. The upgraded Employee shall receive an additional fifty cents (\$.50) an hour for all hours worked as Acting Superintendent.

Section 28.4. EPA Certifications:

- A. As an incentive bonus, any bargaining unit employee shall upon certification receive an annual completion bonus. Said bonus shall be for the highest obtained certificate and not cumulative, except the EPA Lab Certificate. The EPA Lab Certificate bonus applies to only two (2) bargaining unit employees at any given time. Employees are designated by seniority and acquisition of the certificate.

INITIAL CERTIFICATE ACQUISITION:

EPA Lab Certificate	\$ 600
Water & Sewer Distribution License	\$ 600
Water I Certificate	\$1000
Water II Certificate	\$1500
Water III Certificate	\$2000

ANNUALLY AFTER YEARS OF ACQUISITION:

EPA Lab Certificate	\$ 800
Water & Sewer Distribution License	\$ 200
Water I Certificate	\$ 400
Water II Certificate	\$ 600
Water III Certificate	\$ 800

- B. In consideration of the City's expenditure for training expenses for said certificates, the recipient of the completion bonus will reimburse the City if he or she voluntarily terminates employment within three (3) years after completion with the City according to the following schedule:

TERMINATION AND REIMBURSEMENT SCHEDULE:

0-1	75%
1-2	50%
2-3	25%
+3	0%

Such reimbursement will be deducted from the final check to employee.

Section 28.5. Advancement: An Employee who completes five (5) years of service with the Employer and has not been advanced to the classification of Utility Person II shall be so advanced after completion of five (5) years of service. An Employee who completes ten (10) years of service with the Employer and has not been advanced to the classification of Utility Person III shall be so advanced after completion of ten (10) years of service.

Section 28.6. Training Classes: The Public Works Director, or his designee, must approve all training classes. Approval by the Director or his designee is within his discretion.

ARTICLE 29**LAYOFF & RECALL**

Section 29.1. Anticipated Layoffs: In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 29.2. Reasons; Notice: The Employer may lay off Employees due to lack of work, lack of funds, or job abolishment. Affected Employees shall receive notice of any long term layoff (lasting six [6] days or more) five (5) calendar days prior to the effective day of layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Section 29.3. Layoffs: The Employer shall determine in which classifications layoffs will occur, and layoffs of bargaining unit employees will be by classifications. Employees shall be laid off within classification by inverse order of seniority beginning with:

1. Temporary employees;
2. Probationary employees;
3. Permanent part-time employees;
4. Full-time regular employees.

Section 29.4. Bumping Rights: An Employee receiving notice of long-term layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior Employee within the same classification or within any lower classification, provided the more senior Employee possesses the skill, ability and qualifications to perform the work. An Employee who is bumped from his position shall have five (5) days in which to exercise his bumping rights in a similar manner. An Employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another Employee shall be laid off and placed on a recall list. An Employee may only exercise his bumping rights once during any layoff affecting his position.

Section 29.5. Recalls: When Employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall Employees from layoff within each classification as needed. The Employer shall recall such Employees according to seniority, beginning with the most senior Employee in the classification and processing to the least senior Employee up to the number of Employees to be recalled. An Employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

Section 29.6. Limitation on New Hires: No new employee shall be hired within the bargaining unit while bargaining unit employees with seniority are in layoff status.

Section 29.7. Notice of Recall: Notice of recall from a long-term layoff shall be sent to the Employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 29.8. Employee Response to Recall: The Employee recalled from long-term layoff shall have eight (8) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work or shall have ten (10) calendar days following the mailing days of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 30

INSURANCE

Section 30.1. Life Insurance: The Employer shall provide each Employee in the bargaining unit with life insurance in an amount equal to one (1) year's base rate of salary and double indemnity for accidental death.

Section 30.2. Health Insurance:

- A. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans and dental plans that are available to non-bargaining unit City of Franklin employees. All insurance requirements (e.g., fees, co-payments, etc.) specified for such non-bargaining unit City employees shall also be applicable to bargaining unit Employees; this does not include premium contributions, described below. The City will have the right to change carriers.
- B. The participating Employee shall pay fourteen and one-half percent (14½%) of the applicable premium rate in 2017. Thereafter, the participating employee shall pay fifteen percent (15%) of the applicable premium rate. Employee contributions shall be by payroll deduction and shall be divided into two (2) equal deductions per month.

- C. The parties shall establish a Joint Insurance Committee consisting of representatives from the bargaining unit and management and/or other representatives from other City bargaining units. This Committee will investigate alternate plans and benefits and will submit package recommendations to the Franklin City Council; however, Franklin City Council maintains the right to determine appropriate coverage.

ARTICLE 31**WAGES & RETIREMENT PICK-UP**

Section 31.1. Effective January 1, 2018 **2021**, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a ~~three percent (3.0%)~~ **two and one-half percent (2.5%)** increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Utility Person I	\$22.20	\$23.58	\$24.80
Utility Person II	\$25.05	\$25.72	\$26.19
Utility Person III	\$26.32	\$27.04	\$27.53
Utility Person I	\$24.14	\$25.64	\$26.97
Utility Person II	\$27.24	\$27.97	\$28.48
Utility Person III	\$28.62	\$29.40	\$29.94

Section 31.2. Effective January 1, 2019 **2022**, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a ~~three percent (3.0%)~~ **two and one-half percent (2.5%)** increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Utility Person I	\$22.86	\$24.28	\$25.55
Utility Person II	\$25.80	\$26.49	\$26.98
Utility Person III	\$27.11	\$27.85	\$28.36
Utility Person I	\$24.74	\$26.28	\$27.64
Utility Person II	\$27.93	\$28.67	\$29.20
Utility Person III	\$29.33	\$30.13	\$30.69

Section 31.3. Effective January 1, 2020 **2023**, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a ~~three percent (3.0%)~~ **two and one-half percent (2.5%)** increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Utility Person I	\$23.55	\$25.01	\$26.31
Utility Person II	\$26.58	\$27.29	\$27.79
Utility Person III	\$27.92	\$28.68	\$29.21
Utility Person I	\$25.36	\$26.93	\$28.33
Utility Person II	\$28.62	\$29.39	\$29.93
Utility Person III	\$30.07	\$30.89	\$31.46

Section 31.4. Pension Pick-Up Plan: Consistent with the provisions of Internal Revenue Service Rulings (e.g., 77-462 and 81-35, etc.), the Employer shall pick-up each Employee's mandatory contributions to the Public Employees Retirement System of Ohio (PERS), provided, however, that no Employee's total salary is increased by such pick-up nor is the Employer's total contribution to PERS increased thereby. The dollar amount to be "picked-up" by the Employer:

- A. Shall equal the percentage amount of the Employee's mandatory PERS contributions as of December 31, 2008;
- B. Shall be credited by PERS as Employee contributions under authority of Ohio Attorney General Opinion 82-097;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Employer as subject to current federal and state income taxes;
- E. Shall be reported by the Employer as subject to city income taxes; and
- F. Shall not affect the calculation of an Employee's hourly rate of pay for any purpose whatsoever, including making wage adjustments because of absence, calculating severance pay, or in reporting employee-authorized credit information to financial institutions.

Section 31.5. IRS Regulations: Each Employee will be responsible for compliance with Internal Revenue Service salary exclusion regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

Section 31.6. Effect of Subsequent IRS Ruling: If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Employer will be held harmless and Sections 31.4-31.6 of this Contract shall be declared null and void.

ARTICLE 32

DURATION

Section 32.1. This Contract shall be effective as of the 1st day of January, ~~2018~~ **2021**, and shall terminate the 31st day of December ~~2020~~ **2023**. If either the Employer or the Union desire to terminate, modify or negotiate a successor agreement, it shall:

- A. Serve written notice upon the other party proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Contract.
- B. Offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement or negotiating a successor agreement; and
- C. Notify the State Employment Relations Board of the offer, by serving upon the Board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement, without a resort to strike or lockout, for a period of sixty (60) days after the party gives notice or until the expiration date of this Contract, whichever occurs later.

ARTICLE 33

WORK RULES

Section 33.1. Promulgation: The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the conduct of Employees and the conduct of services and programs in accordance with the provisions of this

Contract. For the purpose of this article, all of the above shall be considered inclusive in the terminology of "Work Rules."

Section 33.2. Application: Work rules shall be applied uniformly within the group of Employees to whom such rules are directed.

Section 33.3. Additions & Amendments: Any additions or amendments to the work rules shall be reduced to writing, and placed in the reading file for a period of at least ten (10) calendar days.

Section 33.4. Safety Standards: All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected Employee by the Public Works Director, or designee, or by the use of outside vendors for the conduct of awareness training. The Employer shall require Employees to sign or initial acknowledgement of new safety standards and safe practice procedures.

ARTICLE 34

WAIVER IN EMERGENCY

Section 34.1.

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the City Manager of Franklin, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the Employer:
1. Time limits for the processing of grievances; and
 2. All work rules and/or agreements and practices related to the assignment of Employees.
- B. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 35

LABOR/MANAGEMENT MEETINGS

Section 35.1. When Held: In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than one (1) Employee representative per bargaining unit in pay status will attend such meetings. The Union and the Employer may have representatives as each deems necessary to address the issues.

Section 35.2. Request For; Subjects: The party requesting the meeting shall furnish an agenda and the names of the Employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but are not limited to the items listed below:

- A. Discuss the administration of this Contract.
- B. Notify the Union of the changes made by the Employer that may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

- D. Disseminate general information of interest to the parties.
- E. Give the Union representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices, and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.

Section 35.3. Responses: Written responses promised by either party shall be submitted to the other party within ten (10) calendar days after such meeting.

ARTICLE 36**INTEGRITY OF THE AGREEMENT**

Section 36.1. During the term of this Contract, each party waives any and all rights to request the other party to negotiate on any subject addressed in this Contract, except to the extent that this Contract or the law specifically provides otherwise.

ARTICLE 37**NO STRIKE/NO LOCKOUT**

Section 37.1. The Union, the Employees and the Employer will be covered by the Ohio Revised Code Chapter 4117, in relationship to strikes and lockouts, as it affects the Union, the Employees, and the Employer.

ARTICLE 38**DISABILITY LEAVE**

Section 38.1. Disability Leave:

- A. A physically- or mentally-incapacitated Employee who has completed his or her probationary period may request an unpaid disability leave. A disability leave, for a period not to exceed six (6) months, may be granted when the disability continues beyond the use of all accrued but unused sick leave. The Employee must furnish satisfactory medical proof of such disability along with his or her written request for unpaid disability leave. The Employee must also:
 - 1. Be hospitalized or institutionalized; or
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 - 3. Declared incapacitated for the performance of the duties of this position by a licensed physician. Such physician shall be selected by the Employee from a jointly requested list of three (3) submitted by the Greater Cincinnati Academy of Medicine.
- B. It is the Employee's responsibility to request an unpaid disability leave since such leave is not granted automatically when the Employee has used all of his or her accrued sick leave.
- C. When an Employee is ready to return to work from an unpaid disability leave, he or she shall furnish a statement by a physician releasing the Employee as able to return to full-time and full-capacity duty.
- D. The Employer may require an Employee to be examined by a licensed physician at the expense of the Employer. An Employee found to be unable to physically or mentally perform the essential functions of his or her position shall be placed on unpaid disability

leave as provided for in this section. Employer-required disability leave may be appealed through the grievance and arbitration procedures.

- E. Such disability leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.
- F. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An Employee who does not return from disability leave, formally resigns or takes disability benefits shall be separated by personnel action with the designation "Failure to Return from Disability Leave."
- G. An Employee who has been granted an unpaid Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

ARTICLE 39**ALCOHOL/DRUG STANDARDS**

Section 39.1. When Conducted: Drug/alcohol testing may be conducted on Employees at time of pre-employment, or upon reasonable suspicion, and/or in conjunction with a valid random testing program. Reasonable suspicion that an Employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an Employee has tampered with a previous drug test; or
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 39.2. Random Testing: Random testing applies to CDL holders and those employees in safety-sensitive positions.

Section 39.3. Use of Results: Drug and Alcohol testing shall be conducted solely for administrative purposes and the results shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected Employee. The following procedures (Sections 39.4 and 39.5) shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Contract may be grounds for discipline, up to and including termination.

Section 39.4. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Ohio Department of Transportation (ODOT) regulations for employee testing or in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result, for the purpose of this article, shall be defined as .04 or above.

Section 39.5. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse

of legal and illegal substances. The results of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split-sample method of collection shall be used following prescribed testing procedures (Section 39.7). All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 39.6. Report of Results: The results of the drug test shall be delivered to the Service Director and the Employee tested. Prior to reporting a positive result on a confirmatory drug test, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 39.7. Split-Sample Testing:

- A. If a drug confirmation test is positive, the Employee may, upon written request and at the Employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split-sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split-sample test contradicts the result of the primary test, the split-sample result is determined to be the final result. The results of this test, if possible, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the Employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 39.8. Access to Results: Test results shall not be released unless the Employee has provided a signed release for disclosure of the results, except where the public records law states otherwise. A representative for the Union shall have a right of access to the results upon request to the Employer, with the Employee's written consent.

Section 39.9. Rehabilitation; Recertifications, Follow-Up Testing; Failure to Comply:

- A. If the alcohol or drug test is positive, and if this is a first violation of this article or a self-referral involving alcohol and/or misdemeanor drug related activity, the Employer will offer the Employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the Employee's health insurance program. An Employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such Employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the Employee shall be returned to the same position, provided he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement.
- B. If any State of Ohio required certification has lapsed, the Employer shall provide an opportunity for the requalification at no expense to the Employee and the Employee shall not be denied the position due to lapse in certification; however, in the event that such Employee fails to recertify, he or she may not be deemed qualified.

- C. Such Employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional.
- D. If the Employee refuses to undergo rehabilitation, or if he or she fails to complete a program of rehabilitation, or if he or she tests positive on the return-to-duty or any of the follow-up tests, such Employee shall be subject to disciplinary action including termination.
- E. Employees who violate the terms of this article a second time, or whose violations involve evidence of a felony drug-related activity, shall not be offered a change to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 39.10. Testing Costs: Cost of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer, except that positive return-to-duty tests, follow-up tests, and any test initiated at the request of the Employee shall be at the Employee's expense.

Section 39.11. Releases:

- A. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this article.
- B. Except as otherwise provided by state and/or federal law with regard to communicable diseases, or with permission of the Employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written authorization of the Employee except where the public records law states otherwise.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2018 2021.

FOR THE CITY OF FRANKLIN:

FOR TEAMSTERS LOCAL 100

Jonathan Westendorf
City Manager

Brian McClelland
Union Steward

Ken Gordon
Union Steward

Ryan Woodward
Management Consultant

Howard Priestley
Business Representative