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**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  
2014-MED-10-1520**

**Effective January 1, 2015 through December 31, 2017**

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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.

#### 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.

<b>ARTICLE 9</b>	<b>DISCIPLINE &amp; HEARING</b>
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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 <sup>st</sup> day of January)
President's Day	(3 <sup>rd</sup> Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4 <sup>th</sup> of July)
Labor Day	(1 <sup>st</sup> Monday in September)
Veterans' Day	(11 <sup>th</sup> day of November)
Thanksgiving Day	(4 <sup>th</sup> Thursday in November)
Friday after Thanksgiving	(4 <sup>th</sup> Friday in November)
Christmas Eve	(24 <sup>th</sup> day of December)
Christmas Day	(25 <sup>th</sup> day of December)
New Year's Eve	(31 <sup>st</sup> 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.

**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.

<b>ARTICLE 15            SICK LEAVE, INJURY LEAVE &amp; FAMILY AND MEDICAL LEAVE</b>
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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	1 ¼ 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.

<b>ARTICLE 16</b>	<b>PERSONAL ABSENCE DAYS</b>
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**Section 16.1.** All full-time bargaining unit Employees in active pay status on January 1<sup>st</sup> 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 1<sup>st</sup> 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)

<b>ARTICLE 17</b>	<b>PROBATIONARY PERIODS</b>
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**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.

<b>ARTICLE 18</b>
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<b>INSURANCE</b>
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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 thirteen and one-half percent (13½%) of the premium for the calendar year 2015, fourteen percent (14%) in 2016, and fourteen and one-half percent (14½%) in 2017. 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.

<b>ARTICLE 19</b>
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<b>LAYOFF &amp; RECALL</b>
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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 1<sup>st</sup> of each year. Such payment shall be made annually on the first pay period after December 1<sup>st</sup> 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 1<sup>st</sup> 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, 2015, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a three percent (3.0%) increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Deputy Income Tax Administrator	\$19.34	\$20.50	\$21.50
Income Tax Clerk	\$17.15	\$18.21	\$19.19
Utility Clerk	\$17.15	\$18.21	\$19.19
Code Enforcement Officer	\$24.40	\$25.91	\$27.15
Custodian	\$14.03	\$14.85	\$15.70

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	\$19.37	\$20.61	\$21.66	\$22.70
City Park Services Worker, Lead	\$20.06	\$21.31	\$22.36	\$23.43
Code Enforcement/Building	\$23.01	\$24.64	\$25.91	\$27.15

**Section 23.2.** Effective January 1, 2016, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a three percent (3.0%) increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Deputy Income Tax Administrator	\$19.92	\$21.12	\$22.15
Income Tax Clerk	\$17.66	\$18.76	\$19.77
Utility Clerk	\$17.66	\$18.76	\$19.77
Code Enforcement Officer	\$25.13	\$26.69	\$27.96
Custodian	\$14.45	\$15.30	\$16.17

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	\$19.95	\$21.23	\$22.31	\$23.38
City Park Services Worker, Lead	\$20.66	\$21.95	\$23.03	\$24.13
Code Enforcement/Building	\$23.70	\$25.38	\$26.69	\$27.96

**Section 23.3.** Effective January 1, 2017, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a three percent (3.0%) increase in wages:

CLASSIFICATION	STEP A (City Step 2)	STEP B (City Step 3)	STEP C (City Step 4)
Deputy Income Tax Administrator	\$20.52	\$21.75	\$22.81
Income Tax Clerk	\$18.19	\$19.32	\$20.36
Utility Clerk	\$18.19	\$19.32	\$20.36
Code Enforcement Officer	\$25.88	\$27.49	\$28.80
Custodian	\$14.88	\$15.76	\$16.66

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	\$20.55	\$21.87	\$22.98	\$24.08
City Park Services Worker, Lead	\$21.28	\$22.61	\$23.72	\$24.85
Code Enforcement/Building	\$24.41	\$26.14	\$27.49	\$28.80

**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.

<b>ARTICLE 28</b>	<b>DURATION</b>
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**Section 28.1.** This Agreement shall be effective as of the 1<sup>st</sup> day of January, 2015, and shall terminate the 31<sup>st</sup> day of December 2017. 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.

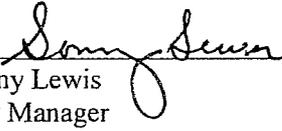
**Section 32.5. File Maintenance:** All files shall be securely maintained.

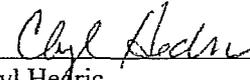
**SIGNATURE PAGE**

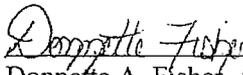
IN WITNESS WHEREOF, the parties hereto have set their hands, this 7<sup>th</sup> day of January, 2015.

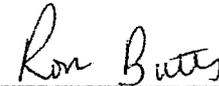
FOR THE CITY OF FRANKLIN:

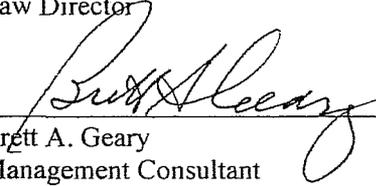
FOR TEAMSTERS LOCAL 100

  
\_\_\_\_\_  
Sonny Lewis  
City Manager

  
\_\_\_\_\_  
Cheryl Hedric  
Union Steward

  
\_\_\_\_\_  
Donnette A. Fisher  
Law Director

  
\_\_\_\_\_  
Ron Butts  
Business Representative

  
\_\_\_\_\_  
Brett A. Geary  
Management Consultant