

11-CON-05-2471

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STATE EMPLOYMENT  
RELATIONS BOARD

**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**

~~2011-0001-10-1678~~

**Effective January 1, 2012 through December 31, 2014**

(27)

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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 Agreement 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.**

- 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.** 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) and (4) below, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, 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 Agreement 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 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 City shall be relieved from making such individual "Checkoff" 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 Agreement.
- C. 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 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.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 4.1.**

- A. 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 City for determination as part of its Management Rights.
- B. Unless otherwise specifically provided in this Agreement, the City reserves its Management Rights to determine actions to be taken in the following areas:
  - 1. 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.
  - 2. Direct, supervise, evaluate or hire employees.
  - 3. Determine the overall methods, process, means, or personnel by which the City's operations are to be conducted.
  - 4. Maintain and improve the efficiency and effectiveness of the City's operations.
  - 5. Suspend, discipline, demote, or discharge for just cause or lay-off, transfer, assign, schedule, promote, or retain employees.
  - 6. Determine the adequacy of the work force.
  - 7. Determine the overall mission of the City.
  - 8. Effectively manage the work force.
  - 9. 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 be interfered with the employee's 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. Discrimination:** The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the union.

**Section 8.2.** 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.** 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.** The Employer agrees that conditions of employment relating to wages, hours of work, and working conditions not expressly covered by this Agreement, 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:** The City of Franklin recognizes the value of job security to an employee and hereby agrees to include the article entitled Subcontracting into our Agreement. Further, it is agreed that Article Section 9.3 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.

**Section 9.3.** 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 agreement, 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**

**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**

**Section 11.1.** 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:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. 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.** 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.** 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.** 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 AND ARBITRATION PROCEDURE**

**Section 12.1.** The term “grievance” shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. Grievance or disputes which may arise as to the interpretation and enforcement of this Agreement shall be settled through the use of this article only. Any dispute regarding issues outside the parameters of this Agreement 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 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 City of its intent to seek arbitration.
- B. The City and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the City 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 Agreement.
- 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 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.** The Union shall use a grievance form which shall provide the information required in the 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.** 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 part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

**Section 12.6.** 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.** Each employee may inspect his 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 choice accompany him 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.** 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 file. No anonymous material of any type shall be included in the employee's personnel file.

**Section 13.3.** 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.** 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. 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 R.C. Section 149.43, the Public Records Act.

### **ARTICLE 14** **SAFETY AND HEALTH**

**Section 14.1.** 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.** 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 and rules shall be enforced without discrimination. Violation of Employer safety rules subjects 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 (E.A.P.). 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 AND HEARING CLAUSE**

**Section 15.1.** 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 shall be served with said notice upon his return to work.

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.** 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.** 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 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 Agreement.

**Section 15.4.** 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 Agreement.

**Section 15.5.** The Employer will send courtesy copies of discipline to the local steward.

**Section 15.6.** 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 will be allowed pursuant to state and federal law.

**Section 16.2.** Upon entering military service, an employee shall receive all his accrued vacation and/or all other monetary benefits to which he is entitled with the last paycheck prior to entering service.

**ARTICLE 17**  
**FUNERAL LEAVE/COURT TIME**

**Section 17.1. Funeral Leave:**

A. Funeral leave will be granted as follows:

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 work days with pay if the funeral is within 200 miles of Franklin and if the funeral is more than 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 17.2. Court Time:**

A. An employee will receive his regular straight time pay during his scheduled hours of work when he is absent therefrom because he 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.** 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)

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.** When scheduled to report work on a Sunday or a designated holiday, the employee shall receive compensation at two (2) times 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.

**Section 18.3.** When ordered to report on a Sunday or designated holiday, the employee shall receive a minimum of three (3) hours compensation at two (2) times the stipulated hourly rate.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME COMPENSATION**

**Section 19.1.** Any employee who works in excess of his regular number of work hours in his normal work week (as outlined in this Agreement), shall be paid overtime premium pay for all such hours worked.

**Section 19.2.** Compensation for overtime shall be computed at one and one half (1½) times 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.** 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 (1½) times 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 the 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 employees' 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 (1½) times 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 eight (8) hours compensatory time may be used and no consecutive compensatory days will be allowed.

**ARTICLE 20**  
**VACATIONS**

**Section 20.1.** All full-time regular employees covered by this bargaining agreement shall receive vacation pay as follows:

<u>Consecutive</u> <u>Years of Service</u> (at least)	<u>Working Days</u>
less than 5	10
5	15
10	20
15	25

**Section 20.2.** 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 20.3.** 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 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.

**Section 20.4.** 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 20.5.** 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 AND INJURY LEAVE/FAMILY AND MEDICAL LEAVE**

**Section 21.1. Use of Sick Leave:**

- A. Sick leave is hereby authorized to be accumulated according to Ohio Revised Code 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 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 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.
- 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 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 under/or three (3) or more days in a scheduled workweek 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:

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 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 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 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 agreement, 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 shall be paid one 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 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 (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. 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.** 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 City'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 1 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 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 City, a payment for longevity based upon their length of employment as regular full-time employees as of December 1 of each year. Such payment shall be made annually on the first pay period after December 1 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 of each year and a regular full-time employee shall be as determined by the City Manager.

**ARTICLE 24**  
**SEPARABILITY AND SAVINGS**

**Section 24.1.** If any article or section of this Agreement 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 Agreement, 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.** 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.** 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.** A newly promoted employee will be required to successfully complete a probationary period in his 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 former position any time during his probationary period.

**ARTICLE 26**  
**EQUIPMENT**

**Section 26.1.** The City 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.** "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, as defined in Section .2 of the article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

**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.** 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.** 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.** 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.**

- 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.**

- 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 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.** An employee who completes five years service with the City and has not been advanced to the classification of Utility Person II shall be so advanced after completion of five years service. An employee who completes ten years of service with the City and has not been advanced to the classification of Utility Person III shall be so advanced after completion of ten years of service.

**Section 28.6.** 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 AND RECALL**

**Section 29.1.** In case any long term layoff of bargaining unit employees is unanticipated, 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.** The Employer may layoff 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.** 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.** Any 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 with any lower classification, provided the more senior employee possesses the skill, ability and qualifications to perform the work. Any employee who is bumped from his position shall have five (5) days in which to exercise his bumping rights in a similar manner. Any 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.** 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.** 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 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.** 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 City 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 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, 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 twelve percent (12%) of the premium for the calendar year 2012, twelve and one-half percent (12½%) in 2013, and thirteen percent (13%) in 2014. 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 AND RETIREMENT PICK-UP**

**Section 31.1.** Effective January 1, 2012, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a one-half percent (0.5%) increase in wages:

<b>CLASSIFICATION</b>	<b>STEP A (City Step 2)</b>	<b>STEP B (City Step 3)</b>	<b>STEP C (City Step 4)</b>
Utility Person I	18.95	20.13	21.19
Utility Person II	21.38	21.95	22.36
Utility Person III	22.48	23.10	23.51

Effective within sixty (60) calendar days after ratification of the agreement by both parties, bargaining unit employees shall be eligible for a lump sum payment equal to one percent (1.0%) of his or her base rate of pay as of December 31, 2011. This lump sum shall not be added to the employee's base rate of pay for calendar year 2012 or successive contract years.

**Section 31.2.** Effective January 1, 2013, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a two percent (2.0%) increase in wages:

<b>CLASSIFICATION</b>	<b>STEP A (City Step 2)</b>	<b>STEP B (City Step 3)</b>	<b>STEP C (City Step 4)</b>
Utility Person I	19.33	20.53	21.61
Utility Person II	21.81	22.39	22.81
Utility Person III	22.93	23.56	23.98

**Section 31.3.** Effective January 1, 2014, Bargaining Unit Employees shall be compensated at the following hourly rates of compensation, which generally reflect a two percent (2.0%) increase in wages:

<b>CLASSIFICATION</b>	<b>STEP A (City Step 2)</b>	<b>STEP B (City Step 3)</b>	<b>STEP C (City Step 4)</b>
Utility Person I	19.72	20.94	22.04
Utility Person II	22.25	22.84	23.27
Utility Person III	23.39	24.03	24.46

**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 Employees Retirement System of Ohio (PERS), provided 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.** 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.** 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 Agreement shall be declared null and void.

**ARTICLE 32**  
**DURATION**

**Section 32.1.** This Agreement shall be effective as of the 1<sup>st</sup> day of January, 2012, and shall terminate the 31<sup>st</sup> day of December 2014. 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 Agreement.
- 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 Agreement, whichever occurs later.

**ARTICLE 33**  
**WORK RULES**

**Section 33.1.** The City 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 Agreement. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules.

**Section 33.2.** Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

**Section 33.3.** 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.** 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 Legislative, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:
  - 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 Agreement 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.** 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 City may have representatives as each deems necessary to address the issues.

**Section 35.2.** 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 Agreement.
- B. Notify the Union 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 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.** 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 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 37**  
**NO STRIKE/NO LOCKOUT**

**Section 37.1.** The Union, 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, 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 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. City 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 City 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.** 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;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

**Section 39.2.** Random testing applies to CDL holders and those employees in safety-sensitive positions.

**Section 39.3.** 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 Agreement 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 Department of Transportation (DOT) 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 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 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 39.6.** 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 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 possible, 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 39.8.** 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 City, with the employee's written consent.

**Section 39.9.** 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 substance abuse professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he 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 39.10.** 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.

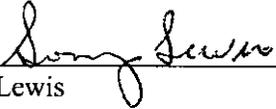
**Section 39.11. Releases:**

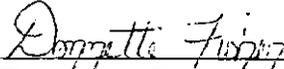
- A. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article.
- B. Except as otherwise provided by state and/or 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

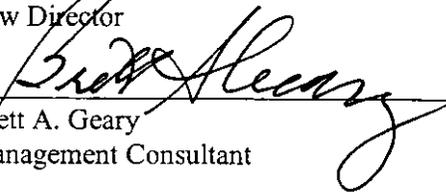
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands, this 24<sup>th</sup> day of January, 2012.

FOR THE CITY OF FRANKLIN:

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

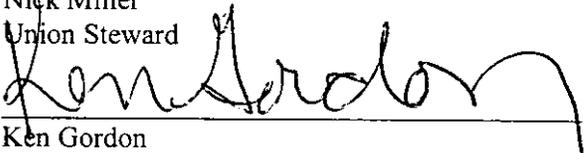
  
\_\_\_\_\_  
Donnette A. Fisher  
Law Director

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

FOR TEAMSTERS LOCAL 100

  
\_\_\_\_\_  
Butch Lewis  
Business Representative

  
\_\_\_\_\_  
Nick Miller  
Union Steward

  
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Ken Gordon  
Union Steward