

Resolution 2026-026
A Resolution Amending Resolution 2025-209 - Authorizing an MOU
Between Franklin Township and the Teamsters Local 413 Clerical /
Office Staff for an Additional 30-day Extension of Collective Bargaining
Agreement

The Board of Trustee of Franklin Township, Franklin County, Ohio, met in person in a Special Meeting at 10:00a.m. on Thursday, January 29, 2026, at 2193 Frank Road, Columbus, Ohio. The Trustee marked below made a motion for the adoption of the following resolution:

Trustee Fleshman Trustee Blevins Trustee Fuller

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio, hereby authorizes and approves to sign the attached Memo of Understanding (MOU) outlining an additional thirty (30) day extension of the collective bargaining agreement (CBA) between Franklin Township and Teamsters Local 413 (clerical/office staff), originally effective January 1, 2023 through December 31, 2025.

BE IT FURTHER RESOLVED, that upon ratification of a new CBA, all articles, items and/or benefits contained within said new CBA shall be retroactive to January 1, 2026.

BE IT FURTHER RESOLVED that a copy of the referenced MOU and agreement shall be attached hereto and incorporated herein as *Exhibit A*.

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to this Resolution were passed in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code

BE IT FURTHER RESOLVED that this resolution shall be declared an emergency and be in full force and effective immediately upon its adoption.

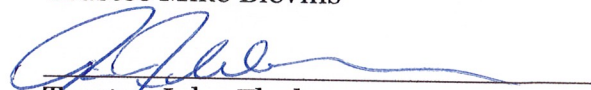
Trustee Fleshman Trustee Blevins Trustee Fuller

Roll was called for the adoption of the resolution, and the vote was as follows:

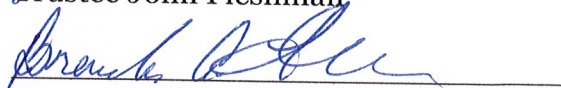
Fleshman: YES/ NO **Blevins:** YES/ NO **Fuller:** YES/ NO



Trustee Mike Blevins



Trustee John Fleshman



Trustee Brenda Fuller

**Memorandum of Understanding
Between
Franklin Township
And
Teamsters Local Union 413
(Office & Clerical Employees)**

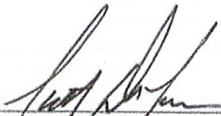
Whereas, Franklin Township (the “Township”) and the Teamsters Local Union 413 (Office & Clerical) (the “Union”) are parties to a Collective Bargaining Agreement which expires on December 31, 2025 (the “CBA”); and,


Whereas, the CBA provides that the parties may, by written mutual agreement, extend the CBA in thirty (30) day increments; and


Whereas, the parties are engaged in productive negotiations for a new CBA, but do not believe that those negotiations will be finalized prior to the current expiration of the CBA. To that end, the parties believe that it is in the best interest of the Township and Union to mutually agree to an extension of time for the CBA in order to continue negotiations.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. The Township and Union agree to extend the CBA until February 28, 2026. This extension shall terminate if a new CBA is entered into on or before the aforementioned date.
2. Upon the execution of a new CBA, all articles, items, and/or benefits contained within said new CBA shall be retroactive to January 1, 2026.


Teamsters Local Union 413


Franklin Township



Resolution 2025-209
A Resolution Authorizing an MOU Between Franklin Township and the Teamsters Local 413 Clerical / Office Staff 30-day Extension of Collective Bargaining Agreement

The Board of Trustees of Franklin Township, Franklin County, Ohio met in person in a Special Meeting at 12:00p.m. on Wednesday, December 17, 2025. The Trustee marked below made a motion for the adoption of the following resolution:

Trustee Fleshman **Trustee Leezer** **Trustee Blevins**

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio, hereby authorizes and approves to sign the attached Memo of Understanding (MOU) outlining a thirty (30) day extension of the collective bargaining agreement (CBA) between Franklin Township and Teamsters Local 413 (clerical/office staff), originally effective January 1, 2023 through December 31, 2025.

BE IT FURTHER RESOLVED, that upon ratification of a new CBA, all articles, items and/or benefits contained within said new CBA shall be retroactive to January 1, 2026.

BE IT FURTHER RESOLVED that a copy of the referenced MOU and agreement shall be attached hereto and incorporated herein as *Exhibit A*.

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to this Resolution were passed in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code

BE IT FURTHER RESOLVED that this resolution shall be declared an emergency and be in full force and effective immediately upon its adoption.

The following Trustee marked below seconded the motion:

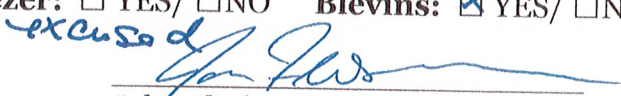
Trustee Fleshman **Trustee Leezer** **Trustee Blevins**

Roll was called for the adoption of the resolution, and the vote was as follows:

Fleshman: YES/ NO

Leezer: YES/ NO

Blevins: YES/ NO

excused


John Fleshman, Trustee

James Leezer, Trustee



Mike Blevins, Trustee

Adopted on December 17, 2025



12/29/2022
0788-04
23-CON-04-0788
42602

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRANKLIN TOWNSHIP
BOARD OF TRUSTEES

AND

TEAMSTERS LOCAL UNION 413

Office & Clerical Employees



Duration

January 1, 2023 through December 31, 2025

ARTICLE I - AGREEMENT

SECTION 1. AGREEMENT

This is an Agreement entered into by and between the Board of Trustees of Franklin Township, Franklin County, Ohio (the "Township") and Teamsters Local Union No. 413, an affiliate of the International Brotherhood of Teamsters, (the "Union").

SECTION 2. PURPOSE

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive, and harmonious relations between the Township, bargaining unit employees and the Union, and to set forth the complete understandings and agreements between the parties governing wages, hours, terms, and conditions of those employees' employment.

ARTICLE 2 - UNION RECOGNITION

SECTION 1. RECOGNITION

The Township recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with regard to establishing wages, hours, and conditions of employment for those employees included in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include all full-time office and clerical employees (hereinafter sometimes referred to singularly as "employee" and collectively as "employees").

SECTION 2. EXCLUSIONS

All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. Notwithstanding the provisions of this Article, management, confidential, supervisory, road and maintenance workers, fiduciary, part-time, temporary, casual, seasonal and employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117 shall be excluded from the bargaining unit.

SECTION 3. QUALIFICATIONS AND CERTIFICATIONS

Each employee shall, as a condition of continued employment, obtain and maintain the minimum qualifications as may, from time to time, be required for the employees' position.

SECTION 4. BARGAINING WORK

All clerical work will be performed by bargaining unit members. The township during scheduled time off may bring someone in to cover the task normally performed by bargaining members. Abuse of this article is subject to the grievance procedure.

ARTICLE 3 - NON-DISCRIMINATION

SECTION 1. JOINT PLEDGE

As may be provided by applicable law, neither the Township nor the Union shall unlawfully discriminate against any employee on the basis of race, color, religion, creed, sex, national origin, age, sexual orientation, or qualified handicap in the administration of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RESPONSIBILITIES

The Union recognizes the right and authority of the Township, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Township of Franklin and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Township has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable work rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to the following:

- (1) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- (2) To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- (3) To determine the Department's goals, objectives, programs and to utilize personnel in the manner desired to effectively meet these purposes;
- (4) To determine the size and composition of the work force in the Township's organizational structure, including the right to relieve employees from duty by layoff or job abolishment;
- (5) To determine the hours of work and work schedules required to most efficiently y operate;
- (6) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (7) To determine the necessity to schedule overtime and the amount required thereof;
- (8) To maintain the security of records and other important information;
- (9) To determine the overall budget;
- (10) To maintain and improve the efficiency and effectiveness of the Township's operations; and;
- (11) To determine and implement necessary actions in emergency situations.

SECTION 2. MATTERS BARGAINED AND NOT BARGAINED

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, work rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the express terms of this Agreement.

SECTION 3. WORK RULES

Work rules will be applied uniformly, taking into consideration the surrounding circumstances. Any work rule that is in conflict with the terms of this Agreement shall be a proper subject for a grievance. Changes in work rules shall be provided to the Local Union by The Board of Trustees at least 15 business days prior to implementation.

ARTICLE 5 - OPEN

ARTICLE 6 - UNION SECURITY

SECTION 1. DUES DEDUCTION

The Township agrees to deduct regular Union membership dues, as certified by the Union to the Township, once each month from the payroll check of an employee. The Township also agrees to deduct Union initiation fees and assessments, as certified by the Union to the Township, on the last pay period of a month in which such fees and assessments are due from the pay of an employee. If an employee has insufficient pay in the last pay period of a month in which said deductions are due, the deductions shall be made from the next or subsequent pay. If a deduction is desired, the employee shall sign a payroll deduction form, which shall be furnished by the Union and presented to the Township Fiscal Officer. The local will bill any member found to be in arrears in dues or initiation fees for two (2) months of dues each billing period until all dues are current. The employer will be obligated to deduct the total amount on each billing cycle. Nothing herein shall prohibit employees covered by this Agreement from submitting dues, fees, or assessments directly to the Union.

SECTION 2. PROCESSING

The Township shall be relieved from making individual "check-off" of dues deductions upon an employee's:

- (1) termination of employment;
- (2) transfer to a job other than one covered by a bargaining unit;
- (3) an unpaid leave of absence;
- (4) revocation of the check-off authorization in accordance with the terms of this Agreement; or
- (5) resignation by the employee from the Union.

Any changes in the rate at which dues are to be deducted shall be certified mailed to the Township Fiscal Officer by the Union at least thirty (30) days prior to the implementation date. One (1) month advance notice must be given to the Township Fiscal Officer prior to making any changes in an individual's dues deductions. The parties agree that neither the employees nor the Union shall have a claim against the Township for errors in processing of deductions, unless a claim of error is made to the Township in writing within ninety (90) days after the date such an error is claimed to have occurred. If it is found an error was made, it will ordinarily be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

SECTION 3. UNION INDEMNIFICATION

The Union hereby agrees that it will indemnify and hold the Township, its officials, officers, agents, and employees, harmless from and against any and all claims, actions or proceedings including the defense thereof, by any person arising from any deduction made by the Township under Section 1,2, or 3 of these articles. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 4. BULLETIN BOARD

The Township shall make a bulletin board available for the posting of Union notices of meetings, elections, or other Union business.

SECTION 5. UNION STEWARD

The Union may designate one (1) shop steward. It is understood that employees are expected to contact the shop steward or Union Representative when they want to discuss grievances. An alternate shop steward, who shall serve only in the absence of the regular shop steward, may also be designated by the Union. A written list of the steward and alternate steward shall be furnished to the Township, and the Union shall notify the Township, in writing, of any subsequent changes.

SECTION 6. UNION BUSINESS

Upon prior notification to the designated representative of the Township, authorized agents of the Union, other than employees, shall be permitted reasonable access to the Township office during working hours to transact official Union business, provided that there is no interference with or interruption of normal Township operations.

SECTION 7. TIME FOR HANDLING GRIEVANCES

Upon prior notification to and approval by the supervisor, the shop steward or Union Representative may be allowed reasonable time to pursue a grievance on the Township premises during regularly scheduled work hours so long as there is no interference with or interruption of normal Township operations. The supervisor's approval will not be unreasonably withheld. If such a request is granted, the steward or Union Representative shall carry out such duties in an expeditious manner and report back to the supervisor upon completion. The shop steward shall receive his or her regular hourly rate for time approved in the handling of grievances during regularly scheduled working hours on a "no-loss", "no-gain" basis. The Township shall not incur any overtime expense as a result of this provision.

SECTION 8. D.R.I.V.E.

The employer agrees to deduct each week from the wages of each employee covered by this Agreement who executes an appropriate voluntary check-off authorization form to the Democrat, Republican, Independent, Vote Education (D.R.I.V.E.) the amount specified in the check-off authorization form signed and dated by the employee. The deduction shall continue for the length of this Agreement and any renewals and/or extension thereof for each

employee who signed the check-off authorization card unless the employee revokes the authorization in writing. The employee agrees that the amount as deducted shall be remitted monthly to the appropriate D.R.I.V.E. chapter. All deductions and transmittals shall be subject to and in strict accordance with all applicable laws.

ARTICLE 7- GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. GRIEVANCE DEFINED

A grievance is an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

SECTION 2. QUALIFICATIONS

An aggrieved employee may initiate a grievance. Termination grievances, if initiated, shall be filed directly at Step Four of the Grievance and Arbitration Procedure. An employee has the right to file grievances and have them adjusted without the assistance of a Union representative, as long as the adjustment is consistent with the terms of this Agreement.

SECTION 3. JURISDICTION

Nothing in this Grievance and Arbitration Procedure shall deny employees any rights available at law to achieve redress of their legal rights, including but not limited to, the right to file charges with the State Employment Relations Board. However, once an employee elects to pursue a legal or administrative remedy in lieu of this Grievance and Arbitration Procedure and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the employee is thereafter precluded from seeking a remedy under this Procedure.

SECTION 4. GRIEVANCE WITHDRAWAL

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal. As noted therein, all grievances shall be presented in writing at Step 2 no later than six (6) calendar days after the occurrence of the event upon which the grievance is based. If there is no immediate supervisor, a grievance shall be filed with the Board of Trustees no later than six (6) calendar days after the occurrence of the event upon which the grievance is based, and the grievance shall then proceed to be heard in accordance with the remaining provisions of Step Three of this procedure. A grievance not timely presented shall be considered withdrawn. Once a grievance is withdrawn, the employee shall thereafter be precluded from filing a grievance or taking any similar action based upon the incident or circumstance, which gave rise to the initial grievance. Any grievance so withdrawn shall be considered resolved in favor of the Township.

SECTION 5. TIME LIMITS

Any grievance which is not answered within the stipulated time limits may be advanced by the employee to the next succeeding Step in the Grievance and Arbitration Procedure within

the time frames set forth therein. All time limits on grievances may be waived by mutual consent signed by the parties. Any step in the Grievance and Arbitration Procedure may be waived on any grievance by mutual written consent. The parties may upon advance notice bring additional representatives to any meeting in this Procedure, provided that the attendance of such representative may be beneficial in resolving the grievance and will not unduly disrupt or otherwise interfere with the Procedure outlined herein. For purposes of computing time under this Procedure, where the last day a grievant or respondent is required to act under the time limits set out in this Article falls on a holiday, the grievant's or respondent's scheduled day off or during the grievant's or respondent's approved leave, the time limit for the act shall be automatically extended to the end of the next regularly scheduled workday for such person. Furthermore, if an office specified for receipt of a grievance or the issuance of a response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or the issuance of a response, then the grievant or respondent, as the case may be, will be permitted to file such grievance or issue such response on the next day on which such office is open.

SECTION 6. GRIEVANCE FORM

Grievances shall be processed on the mutually agreed upon form. The Union shall be responsible for the printing and distribution of the grievance forms.

SECTION 7. GRIEVANCE STEPS

All grievances must be processed at the proper Step in the progression in order to be considered at any subsequent Step. All parties that are subject to the cause of the grievance, are required to abstain from any decisions or actions which contribute to the outcome of the grievance, including but not limited to participation of actions or decisions requiring a vote, opinions, or input of how the township will or should respond and/or resolve the grievance. The following Steps and procedures shall be utilized in the resolution of grievances:

A. STEP ONE - INFORMAL

- (1) A grievant shall first attempt to resolve a grievance informally with the grievant's immediate supervisor. At this Step there is no requirement that the grievance be submitted or responded to in writing. If the grievant so desires, the shop steward or Union Representative may be present.
- (2) If the grievant is not satisfied with the response from the immediate supervisor at this Step, the grievant may pursue the formal Steps which follow. In doing so, the grievant may seek the assistance of the shop steward or Union Representative.

B. STEP TWO - IMMEDIATE SUPERVISOR

- (1) Should the grievant not be satisfied with the response at Step One, the grievant may submit the grievance in writing to the grievant's immediate supervisor or designee, signed by the grievant and shop steward/Union Representative. This written grievance shall be submitted to the supervisor within ten (10) calendar days after date that the Step 1 process took place related to the event upon which the grievance is based.

- (2) Within ten (10) calendar days after receipt of the grievance, the supervisor or designee shall submit to the shop steward/Union Representative a written response to the grievance.

C. STEP THREE- BOARD OF TRUSTEES

- (1) Should the grievant not be satisfied with the response at Step Two, the grievance may be appealed to the Board of Trustees. The shop steward/Union Representative shall initiate this appeal by delivering, within seven (7) calendar days after receipt of the Step Two response, a copy of the grievance form containing the written response from the prior step, and any other pertinent documents, to the office of the Board of Trustees.
- (2) Unless the grievant elects to be heard in a closed meeting, the grievance shall be heard in open session by the Board of Trustees during the next regular public meeting, unless the either party request that the matter be heard at the next subsequent regular public meeting. The grievant may be represented by the shop steward or other Union representative at this meeting.
- (3) Within seven (7) calendar days after the meeting, the Board of Trustees or Administrator shall submit to the shop steward/Union Representative a written response to the grievance.
- (4) Should the grievant not be satisfied with the Trustees response to the grievance at Step Three, the grievant shall notify the shop steward of the grievant' s desire to proceed to arbitration. The shop steward will present the grievant' s request for arbitration to the Business Agent. Should the Business Agent determine to proceed to arbitration with the grievance, the Business Agent shall so notify the Board of Trustees by written notification. This written notification shall be delivered to the office of the Board of Trustees within ten (10) calendar days after the shop steward's receipt of the Trustees' written response.

D. STEP FOUR -ARBITRATION

- (1) Upon receipt of a request for arbitration the Township and the Union shall within fourteen (14) calendar days following the request for arbitration, jointly agree to an arbitrator or request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question; either party shall have the right to elect to reject the list in its entirety and to request the submission of a new seven (7) member panel, which election may only be exercised once. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.
- (2) The arbitrator shall determine the grievance in accordance with the terms of the Agreement in effect on the date of the incident giving rise to the grievance.

- (3) The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement. The arbitrator shall be confined solely to the issues submitted for arbitration. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than six (6) calendar days prior to the date the grievance was first presented in writing in Step Two of the Grievance Procedure.
- (4) The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's authority. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is not arbitrable, the arbitrator shall render no decision on the merits.
- (5) The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Township. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Township and the Union. All costs directly related to the services of the losing party shall pay the arbitrator. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one, provided that such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. The Township shall not incur any overtime expense as a result of this.

ARTICLES 8 - DISCIPLINARY ACTION

SECTION 1. DISCIPLINE FOR CAUSE

No non-probationary employee shall be disciplined except for just cause. No disciplinary action will be requested of the direct supervisor by a member of the board of Trustees, without prior proper discussion by the Board of Trustees.

SECTION 2. PROGRESSIVE DISCIPLINARY ACTION

For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive disciplinary action will generally be followed with respect to minor offenses. Ordinarily, progressive disciplinary action will involve an oral reprimand before a written reprimand, a written reprimand before a suspension, a demotion and/or reduction in pay before removal. For multiple minor offenses, more severe disciplinary action will be taken up to and including discharge. In other words, an accumulation of minor offenses (whether repeated, related, or unrelated) will warrant more severe disciplinary action than a first offense. If the offense is of a serious nature, constitutes insubordination or is a violation of law, a different disciplinary sequence may be utilized up to and including discharge for the first offense.

-Examples of specific offenses which may, upon a first offense, be serious enough to warrant immediate suspension or discharge include, but are not limited to, the following; dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior which may be cause for disciplinary action.

SECTION 3. DURATION OF DISCIPLINARY RECORDS

- Oral reprimands placed in a member's personnel file shall be destroyed six (6) month's after such corrective action was taken.
- Written reprimands will be placed in a member's file and copies shall be provided to the Union Steward and sent to the Local Union within ten (10) business days following the Township's knowledge of the infraction. Written reprimands placed in a member's personnel file shall be destroyed nine (9) months after such corrective action was taken.
- Disciplinary Action, which results in a suspension or reduction of pay, shall be destroyed after three (3) years.

ARTICLE 9 - LAYOFF AND RECALL

SECTION 1. NOTIFICATION TO UNION

In the event a layoff of employees is anticipated, the Township shall notify the Union of the impending layoff.

SECTION 2. LAYOFF NOTICE

Affected employees shall receive notice at least seven (30) calendar days prior to the effective day of layoff.

SECTION 3. LAYOFF ORDER

When layoffs are necessary, the Township shall lay off employees in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off.

SECTION 4. RECALL LIST

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, the job classification to which they are recalled without further training or certification.

SECTION 5. NOTICE OF RECALL

Notice of recall listing a date for the employee to return to work shall be sent to the employee with a copy to the Union. The Township shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have two (2) calendar days following the date of delivery of the recall notice to notify the Township of the employee's intention to return to work and shall have three (3) calendar days following the date of delivery of the recall notice in which to report for work, unless a different date for returning to work is otherwise specified in the notice.

SECTION 6 - LAYOFF & RECALL CONTINUED

An employee who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the employee was laid off, provided that the employee is recalled and timely returns to work during the duration of the recall list. However, an employee shall receive no seniority service credit for time spent in layoff. An employee who is recalled from layoff during the duration of the recall list shall return to the classification held by such employee at the time of the layoff.

SECTION 7. SENIORITY

For the purposes of this Article, "seniority" shall be computed on the basis of uninterrupted length of continuous full-time service in the Franklin Township office and clerical employee from an employee's most recent date of hire. An employee's seniority shall be most recent date of hire. An employee's seniority shall be broken and his or her employment with the Township terminated upon the occurrence of any of the following events:

- (1) If the employee quits, or if the employee is discharged for just cause;
- (2) If the employee is laid off for longer than twelve (12) consecutive months;
- (3) If the employee fails to timely report to work after notifying the Township of intent to return to work from layoff. Verification of recall from layoff shall be directed to the employee, by certified mail, at the last address of the employee on record with the Township. The employee shall have seventy-two (72) hours, excluding holidays and weekends, after receipt of notification or after notice to advise the Township of his intention to return to work, or he shall be considered a voluntary quit;
- (4) If an employee fails to keep the Township notified in writing of his or her proper address and this results in the failure of inability of the Township to notify the employee as may be required under this Agreement;
- (5) If the employee obtains a leave of absence under false representations;
- (6) If the employee is absent without notification to the immediate supervisor or designee, for a period of Three (3) working days, in which case the employee shall be considered as having quit voluntarily unless the employee can establish, to the satisfaction of the Township, that circumstances made it impossible for the employee to make such notification;
- (7) If the employee accepts employment elsewhere during a leave of absence;
- (8) If the employee retires.

ARTICLE 10 - SAFETY, HEALTH AND HARRASSMENT

SECTION 1. SAFE CONDITIONS

The township must provide safe and clean work environment. It is also agreed that all parties covered by this agreement shall comply with all applicable federal, state, and local regulations pertaining to worker safety and health subjects covered by Article 10. Failure to do so shall be subject to the grievance procedure.

SECTION 2. WORKPLACE ENVIRONMENT

No person, knowingly and with intent, by use intimidation or harassment or misuse of authority, or by filing, recording, or otherwise providing false or fraudulent claims, in bad faith, or in a wanton or reckless manner, shall attempt to influence, intimidate, or instruct a member's direct supervisor to take disciplinary action against the employee without prior proper discussion as explained in Article 8.

SECTION 3. HARRASSMENT

The township must provide a working environment that is free of harassment of any kind including, but not limited to, all federal, state, and local laws pertaining to harassment, workplace bullying, abuse of power harassment, Personal Harassment, Physical Harassment, Psychological Harassment, Retaliation, and Verbal Harassment.

ARTICLE 11 - PROBATIONARY PERIOD

SECTION 1. INITIAL PROBATION

Employees shall be required to successfully complete a ninety (90) day probationary period and shall not acquire seniority until they have worked ninety (90) consecutive days for the Township on a full-time basis. At the Board of Trustees discretion, an employee's probationary period may be reduced and by mutual agreement the probation period may be extended 90 days. A probationary employee may be disciplined and/or discharged at any time without just cause and shall have no recourse to the Grievance and Arbitration Procedure concerning such discipline and/or discharge.

ARTICLE 12 - HOURS OF WORK

SECTION 1. HOURS OF WORK

The regular work schedule for employees will be eight (8) hours per weekday between the hours of 7:30 AM to 4:00 PM, 8:00 AM to 4:30 PM, 8:30 AM to 5:00 PM, 9:00 AM to 5:30 PM

Or any other hours deemed necessary by the supervisor to ensure job tasks are done. Each full day includes a one-half(½) hour unpaid lunch. The Township and the Union by mutual agreement can implement a straight eight (8) hour day with two (2) twenty (20) minute paid breaks. The direct supervisor has authority to approve a temporary "flexible" schedule at the request of an employee

SECTION 2. OVERTIME

Time and one-half shall be paid for hours worked in excess of forty (40) hours in any one week or eight (8) hours per day when less than forty total (40) hours in any one week. Double time shall be paid for all hours worked on the seventh (7) consecutive work day. The members direct supervisor shall have authority to grant overtime as it is deemed necessary.

SECTION 3. COMPENSATORY TIME

Compensatory time off shall be earned or granted to the members, at the election of the member, in lieu of payment for overtime worked, and shall be earned at the rate of 1.5 times the hours exceeding 40 hours per week. The maximum amount of compensatory time a member can accrue is eighty (120) hours per calendar year at any time. Compensatory time shall not carry over from year to year. Any compensatory time not paid or taken as paid leave will be paid in the year earned, in full as a separate check, the first pay period of December. Upon separation of employment with the Township for any reason, members shall be entitled to compensation at their current rate of pay for accrued and unused compensatory time accumulated.

SECTION 4. BREAKS

In accordance with the present practice, the Township will provide two (2) fifteen (15) minute paid rest breaks during an eight and one half (8.5) hour work day. The township will provide two (2) twenty (20) minute paid rest breaks during a straight eight (8) hour work day.

SECTION 5. ON THE JOB INJURY

Except in cases of serious injuries requiring immediate medical attention, an employee who is injured while on the job shall report to their direct supervisors immediately for treatment, at which time a preliminary statement regarding the injury must be made and signed by the employee. Employee is to obtain injury packet from the Township Administrator.

ARTICLE 13 - INJURY LEAVE

SECTION 1. INJURY LEAVE

Employees may be granted injury leave with pay not to exceed three (3) calendar months (520 work hours) for each job-related injury, provided such injury is reported to the member's immediate supervisor before the end of the employee's shift.

As a condition of receipt of injury leave benefits, the Township may from time to time require an employee to apply for Workers Compensation benefits under the Ohio Workers Compensation Program as soon as practicable. This condition may be imposed for all alleged job-related injuries and all alleged reoccurrences of the same. Copies of all workers Compensation applications shall be submitted to the Board of Trustees. If at any time requested by the Township, the employee shall endorse over to the Township any and all wage and salary benefits awarded to the employee by the Ohio Workers Compensation System, which extended over the same time period for which the employee is granted injury leave. In compliance with the rules and regulations of the Ohio Bureau of Workers Compensation, an employee may be required to execute a written agreement reflecting the provisions of this paragraph prior to an award of injury leave.

SECTION 2. USE OF INJURY LEAVE

An employee who was on injury leave, returns to work and has subsequent doctor visits for the same injury, may use injury leave for these appointments, provided:

- (1) The appointment cannot be scheduled after normal working hours and supervisor has been given at least 48 hours' notice.
- (2) Injury leave time for such appointments shall be limited to reasonable travel time and appointment time.

Upon the employees return to work, the Township may require a certificate from the doctor confirming the patient's treatment.

ARTICLE 14 - WAGES

Upon Ratification of Contract:				
	CLERICAL 1: Step D		CLERICAL 2: Step C	
	A	B	C	D
2023	\$18.50	\$19.50	\$20.00	\$22.21
2024	\$19.06	\$20.09	\$20.60	\$22.88
2025	\$19.63	\$20.69	\$21.22	\$23.57

Except as otherwise hereinafter specifically provided, original appointment to the classification of Clerical Staff shall be made at Step A. Advancement from the original appointment to the next succeeding Step B shall be made after six (6) months of continuous full-time service while in paid status, which a six (6) month period shall constitute the initial probationary period. Advancement from Step B to the next succeeding Step C shall be made after an additional and consecutive six (6) months of continuous full-time service while in paid status. Advancement from the succeeding Step C to Step D shall be by a one (1) year interval of continuous full-time service while in paid status. Notwithstanding the foregoing, the Township may, from time to time and in its sole and absolute discretion, make an original appointment at any Step below Step D.

If an original appointment is made at Step B, advancement to Step C shall be made after six (6) months of continuous full-time service while in paid status, with this period to be the initial probationary period. Advancement to step D shall then be by a one (1) year interval. However, for original appointments made at Step C, advancement to the next succeeding Step D shall be by a one (1) year interval, with the first six (6) months of the first year being the initial probationary period.

SECTION 2. LONGEVITY PAY

Employees shall be entitled to receive a longevity bonus base upon employee's number of completed consecutive and continuous years of service with the Township from the

employee's most recent day of employment as a full-time employee (with continuous service being defined in accordance with the provisions of Article 14, hereof) according to the following schedule:

<u>Completed Years of Service</u>	<u>Amount</u>
0 through 4 years	\$0.00
5 years through 9 years	\$510.00
10 years through 15 years	\$820.00
16 years through 19 years	\$1,000.00
20 years or more	\$1,182.00

Payment of the annual Service Credit shall be made in a lump sum, in a separate check and will accompany the regular check in the pay period following the member's anniversary date.

ARTICLE 15 - PENSION PICK-UP

SECTION 1. PICK-UP

The Township will pay the members employee portion of the Ohio Public Employees Retirement System benefit.

ARTICLE 16 – INSURANCE

Vision Insurance: The Township will pay the members employee premium for vision insurance.

Dental insurance: The Township will pay the members employee premium for dental insurance.

Life Insurance: The Township will pay the members employee premium for life insurance.

Medical Insurance: The members will pay the following employee portion for medical insurance per pay

		<u>1/01/2023</u>	<u>1/01/2024</u>	<u>1/01/2025</u>
<u>Single</u>	per pay	\$21.23	\$23.78	\$26.63
<u>Employee+ Spouse</u>	per pay	\$23.32	\$26.12	\$29.29
<u>Employee+ Child(ren)</u>	per pay	\$31.00	\$34.72	\$38.88
<u>Family</u>	per pay	\$42.47	\$47.56	\$53.27

ARTICLE 17 - SICK LEAVE

SECTION 1. SICK LEAVE ACCRUAL

An employee shall, subject to the maximum limits set forth below, accrue sick leave at the rate of 4.616 hours for each fully completed and worked bi-weekly pay period in which the employee is in active service with the Township.

SECTION 2. ACCUMULATION OF SICK LEAVE

Sick leave will accrue and may be accumulated and carried over from year to year. There shall be no maximum accumulation of sick time.

SECTION 3. USE AND CERTIFICATION OF SICK LEAVE

Sick leave may only be used for absence due to personal illness, injury, exposure to serious contagious disease which could be communicated to other employees and to illness or injury of a member of the employee's immediate family who resides in the employee's household, provided that in cases of such illness or injury, the employee's presence is urgently required. (Once the initial emergency is over, sick leave will not be granted merely because continuing care is needed). Sick leave with pay will be granted when medical, dental, or optical consultation or treatment of the member, or someone for whom the member is the caregiver of, when the same cannot be obtained during off work time, provided that the employee schedules such time off with their supervisor at least forty-eight (48) in advance. Sick leave, for such appointments, shall be limited to reasonable travel time and appointment time. Upon the employees return to work, the Township will require a certificate from the doctor confirming the patient's treatment. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. The employee shall notify the Township business office or designee of the Board of Trustees as soon as reasonably possible of the taking of sick leave and the circumstances under which it is being used, which notification shall occur no later than within one (1/2) hour before the start of the employee's scheduled shift. The Township will require evidence as to the adequacy of the reason for an employee's use of sick leave, including a certificate from a licensed practitioner pursuant to the provisions of this article. The Board of Trustees will require a doctor's excuse after two (2) consecutive sick days.

SECTION 4. PAYMENT FOR UNUSED SICK LEAVE

Upon an employee's retirement from employment with the Township, the employee shall be entitled to payment for all accrued sick leave up to a maximum of 500 hours. The employee must be retiring or otherwise at a no-fault termination due to a medical disability. If the employee voluntarily terminates or is terminated from his employment with the Township before retirement, the employee is entitled to 75% unused sick leave (up to a maximum of 180 hours), which payment shall be based upon the employee's regular straight-time hourly rate at the date of termination.

SECTION 5. WELLNESS PAYMENT

All employees shall be entitled to an additional four (4) hours pay per quarter for each quarter the employee has had no absences other than pre-arranged vacation leave, sick leave, and no tardiness (previously approved temporary "flexible" schedules as mentioned in ARTICLE 12, are not considered Tardy). Such payments will be included in the member's pay the first payday following the close of the quarter; i.e., April, July, October, and January.

ARTICLE 18 - VACATION POLICY

SECTION 1. VACATION TIME

Employees will receive vacation in accordance with the following schedule:

COMPLETED YEARS OF CONTINUOUS SERVICE	VACATION
After 1 year	1 week (40 hours)
After 2 years	2weeks (80 hours)
After 5 years	3weeks (120 hours)
After 10 years	4weeks (160 hours)
After 15 years	5weeks (200 hours)

SECTION 2. VACATION USE

One Employee per department may be on vacation at one time. Vacations will be selected by seniority starting on January 1st for the following year. Anything selected after that time will be on a first come first served basis. Unused vacation time may be cashed out up to eighty (80) hours at any time. Any vacation hours in excess of eighty (80) will remain available for future use.

ARTICLE 19 - HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED

The following days shall be observed as holidays under this Agreement:

- | | |
|---|------------------------|
| December 24th (Close at Noon) Paid for four (4) hours | Juneteenth |
| Christmas Day | Memorial Day |
| December 31st (Close at noon) Paid for four (4) hours | Columbus Day |
| New Year's Day | Labor Day |
| Martin Luther King Day | Independence Day |
| Veterans Day | Thanksgiving Day |
| Presidents Day | Day After Thanksgiving |

Any newly established Government Holiday(s) will be recognized by the employer and will be an addition to the current Holidays.

In order to be eligible for holiday pay, an employee must have completed such employee's probationary period and must have worked the last full scheduled work day before and the next full scheduled work day after the holiday, unless absence from work is excused by the Township. Pay for each such holiday shall be equal to eight (8) hours per day at the employee's straight time rate.

SECTION 2. HOLIDAY WORK

Work performed on holidays shall be paid at the rate of double time the employee's straight time rate for hours actually worked in addition to the holiday time.

SECTION 3. FORFEITURE OF HOLIDAY PAY

Unless the absence is due to substantiated, excused illness or injury and the employee gives the Township adequate advance notice, when possible, in time to allow the Township to obtain a satisfactory replacement, an employee scheduled for work on a holiday who does not appear for work shall receive no holiday pay.

SECTION 4. DESIGNATION

If the holiday falls on Saturday, Friday will be the day observed for the holiday. If the holiday falls on Sunday, Monday will be the day observed for the holiday.

ARTICLE 20 - PERSONAL TIME

SECTION 1. PERSONAL TIME

When an employee has six (6) consecutive months of full-time continuous service while in paid status, an employee shall be entitled to sixteen (16) hours of personal time off. However, in order to be eligible for this personal day, the employee must continue to be employed by the Township on a full-time basis and be in paid status on the applicable personal day. In other words, no personal time off shall accrue or otherwise be credited for any personal time off occurring after an employee ceases to be in paid status and employed by the Township on a full-time basis.

SECTION 2. PAYMENT FOR UNUSED PERSONAL TIME

Upon an employee's separation with the township, the employee is entitled to all unused personal leave, which payment shall be based upon the employee's regular straight-time hourly rate at the date of termination.

ARTICLE 21 - SPECIAL LEAVES

SECTION 1 - MILITARY LEAVE

The Township and Union agree to observe and comply with all applicable provisions of the Selective Service Act as amended, including the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the other laws, executive orders, regulations, and decisions issued pursuant thereto regarding employees who are inducted into or who voluntarily enter any branch of the armed forces of the United States Government. The parties shall have the right to rely upon and act in accordance with such laws; orders or regulations and any action taken in compliance shall not constitute a violation of this Agreement.

SECTION 2 – BEREAVEMENT LEAVE

In the event of the death of a spouse, child, parent, sibling, grandchild, mother-in-law, father-in-law, stepfather, stepmother or grandparents, an employee who has completed the probationary period shall receive up to three (3) consecutive days off with pay, provided; one day off with pay for extended family:

- (1) Such days are regularly scheduled work days of the employee.
- (2) Leave is taken on such days solely because of memorial/burial services.
- (3) One (1) day must be the date of internment.

Pay for such days for funeral leave shall be equal to the employee's regular hourly rate times the number of hours of the employee's regularly scheduled work shift. The Township may require verification to determine eligibility.

SECTION 3 - JURY DUTY LEAVE

If an employee serves on any duly constituted jury, the employee shall be paid for the hours necessarily absent from work up to eight (8) hours straight-time pay per day, but such hours shall not constitute hours worked for purposes of computing overtime. The employee will notify the Township immediately of any jury notice. In no case will the employee receive more than the basic weekly pay, except that any daily overtime worked by an employee in such a case will be paid even though this brings his total pay for the week to more than the basic weekly pay.

TERMINATION

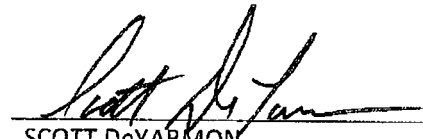
This Agreement shall be in full force and effect from January 1, 2023 until midnight (12:00) December 31, 2025 and will continue in full force and effect year to year thereafter unless written notice of desire to terminate and renegotiate this Agreement is served by either party upon the other at least sixty (60) days prior to the expiration date of this Agreement. The parties by written mutual agreement can extend this Agreement on thirty (30) day increments.)

In witness whereof, the parties have reached agreement as of the day and year stated above.

TEAMSTERS LOCAL UNION NO. 413

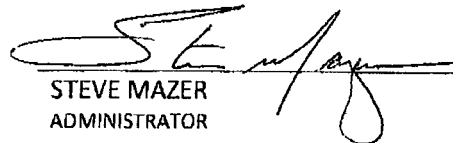


TONY JONES
PRESIDENT




SCOTT DeYARMON
VICE-PRESIDENT

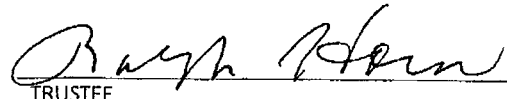
FRANKLIN TOWNSHIP BOARD OF TRUSTEES



STEVE MAZER
ADMINISTRATOR



JIM LESZ
TRUSTEE



RAYN HORN
TRUSTEE



TRUSTEE