

RESOLUTION 2026-037

**A RESOLUTION ADOPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN FRANKLIN TOWNSHIP BOARD OF TRUSTEES AND TEAMSTERS LOCAL UNION 413 (OFFICE AND CLERICAL EMPLOYEES)**

The Board of Trustee of Franklin Township, Franklin County, Ohio, met in person in a Special Meeting at 1:00 p.m. on Thursday, February 26, 2026, at 2193 Frank Road, Columbus, Ohio. The Trustee marked below made a motion for the adoption of the following resolution:

- Trustee Fleshman
- Trustee Fuller
- Trustee Blevins

**WHEREAS**, the Board of Trustees and Teamsters Local Union 413 have previously entered into collective bargaining and desire to adopt and approve of a new contract that outlines the terms and conditions of employment for the office and clerical employees.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Trustees of Franklin Township, Franklin County, Ohio, that:

- Section 1.** The Board adopts and approves of the Collective Bargaining Agreement between the Franklin Township Board of Trustees and Teamsters Local Union 413 (Office & Clerical Employees) version dated 2/12/2026.
- Section 2.** The benefits outlined within the Collective Bargaining Agreement shall retroactively be applied to January 1, 2026.
- Section 3.** All formal actions of this Board of Trustees concerning and relating to this Resolution were passed in an open meeting of the Board of Trustees, and that all deliberations of the Board of Trustees 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.
- Section 4.** This Resolution shall be in full force and effect immediately upon its adoption.

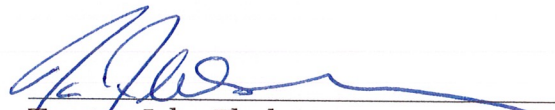
*The following trustee marked below seconded the motion:*


- Trustee Fleshman
- Trustee Fuller
- Trustee Blevins

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

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

  
\_\_\_\_\_  
Trustee Mike Blevins

  
\_\_\_\_\_  
Trustee John Fleshman

  
\_\_\_\_\_  
Trustee Brenda Fuller

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
FRANKLIN TOWNSHIP  
BOARD OF TRUSTEES  
AND  
TEAMSTERS LOCAL UNION 413

Office & Clerical Employees



Duration

January 1, 2026, through December 31, 2027



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## **ARTICLE 1 - 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, including but not limited to Payroll Specialist, Administrative Assistant, and all other similarly situated office and clerical staff (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*

As a condition of continued employment, each employee shall obtain and maintain the minimum qualifications as may, from time to time, be required for the employee's 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, and programs and to utilize personnel in the manner desired to effectively meet these purposes;
- (4) To determine the size and composition of the workforce 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 operate most efficiently;
- (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, regulations, and practices in furtherance thereof, and the use of judgment 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 conflicts with the terms of this Agreement shall be subject to the grievance procedure. The Board of Trustees shall provide the Local Union with notice of any changes to work rules 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 the 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 an error were 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

alternative 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 perform such duties in an expeditious manner and report back to the supervisor upon completion. The shop steward shall receive their 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 a statement to that effect in writing 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 presented in a timely manner 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 not addressed within the stipulated time limits, the employee may advance the grievance to the next step in the Grievance and Arbitration Procedure within the time limits 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 printing and distributing 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 that contribute to the outcome of the grievance, including but not limited to the participation in 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:

### **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 that follow. In doing so, the grievant may seek the assistance of the shop steward or Union Representative.

### **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 the 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.

### **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 an open session by the Board of Trustees during the next regular public meeting unless either party requests 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.

## **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 may only be exercised once. All procedures relating 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 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, and 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) months after such corrective action is 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 Thirty (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 the 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 report to work timely 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 their proper address and this results in the failure of the Township's ability 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 HARASSMENT**

#### *SECTION 1. SAFE CONDITIONS*

The Township shall provide a 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 of intimation or harassment or misuse of authority, or by filing, recording, or otherwise providing false or fraudulent claims, in bad faith, or 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. HARASSMENT*

The Township shall maintain a workplace free from any form of harassment, including, but not limited to, violation of applicable federal, state, and local laws regarding 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*

New employees shall complete a ninety (90) day probationary period and shall not acquire seniority until they have worked ninety (90) consecutive full-time days for the Township.

At the discretion of the Board of Trustees, the probationary period may be reduced. By mutual agreement between the Township and the Union, the probation period may be extended for up to an additional ninety (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 regarding such discipline and/or discharge.

## **ARTICLE 12 - HOURS OF WORK**

### *SECTION 1. HOURS OF WORK*

The regular work schedule shall consist of eight (8) hours per weekday, to be scheduled between the hours of 7:30 AM and 5:30 PM, or during other hours deemed necessary by the supervisor to ensure completion of job duties.

Each full workday shall allow a one-half (½) hour unpaid lunch. By mutual agreement between the Township and the Union, a straight eight (8) hour workday may be implemented, which shall include two (2) twenty (20) minute paid breaks.

A flexible schedule may be approved at the request of an employee, subject to the discretion of their direct supervisor.

### *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 workday. The members' direct supervisor shall have the authority to grant overtime as is deemed necessary.

### *SECTION 3. COMPENSATORY TIME*

Compensatory time off shall be earned or granted to members at their election in lieu of payment for overtime worked. Compensatory time will be accrued at a rate of 1.5 times for hours worked in excess of 40 hours per week. Members may accumulate a maximum of 120 hours of compensatory time at

any given time within a calendar year. Compensatory time may not be carried over into the next calendar year. Any unused compensatory time that has not been used or cashed out will be automatically paid in full as a separate check during the last pay period containing December 31<sup>st</sup>, at the rate in effect for that year.

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-a-half (8.5) hour workday. The Township will provide two (2) twenty (20) minute paid rest breaks during a straight eight (8) hour workday.

#### *SECTION 5. ON-THE-JOB INJURY*

Except for serious injuries needing immediate medical attention, injured employees must report to their direct supervisor immediately. A preliminary injury statement must be signed at that time, and employees should obtain an injury packet from the Township Administrator or designee.

### **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 Worker's Compensation benefits under the Ohio Workers Compensation Program as soon as practical. This condition may be imposed for all alleged job-related injuries and all alleged recurrences 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 is 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 has returned to work following an injury leave may use injury leave for follow-up doctor appointments related to the same injury, provided that:

- The appointment cannot be scheduled after normal working hours, and the supervisor has been given at least 48 hours' notice.
- 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**

*SECTION 1.*

Upon Ratification of Contract:				
Members will maintain their current Step Placement				
	A	B	C	D
2026	\$20.41	\$21.97	\$24.77	\$27.22
2027	\$21.23	\$22.85	\$25.76	\$28.31

- The initial appointment for newly hired employees is made at Step A. After six (6) months of continuous full-time service while in paid status, the employee will advance to Step B.
- To move from Step B to Step C, the employee must complete an additional six (6) months of continuous full-time service while in paid status.
- Finally, advancement from Step C to Step D requires the employee to serve an additional one (1) year of continuous full-time service while in paid status.
- The progression through the steps is based on continuous, full-time service while in paid status, with each step requiring a specific period of service before advancement. The Township has the discretion to make an original appointment at any step below Step D, as it sees fit.
- If an employee is appointed at Step B, they will advance to Step C after completing six (6) months of continuous full-time service in paid status.
- Afterwards, advancement from Step C to Step D will occur after one (1) year of continuous full-time service in paid status.
- If an employee is appointed at Step C, they will advance to Step D after completing one (1) year of continuous full-time service in paid status.
- Step advancements will take effect in the first full pay period following the employee's anniversary date.

*SECTION 2. LONGEVITY PAY*

Employees shall be entitled to receive a longevity bonus based upon an 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 as 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 member's employee portion of the Ohio Public Employees Retirement System benefit.

**ARTICLE 16 - INSURANCE**

Vision, Dental and Life Insurance: The Township agrees to pay the premiums and deductibles for Vision Care, Dental Care, Group Hospitalization, Surgical, and Major Medical Insurance for all employees and their families, excluding any Employee contributions towards medical insurance. These employee contribution shall be deducted from the employees' gross pay on a bi-weekly basis.

Single	Employee+ Spouse	Employee+ Children	Family
8% of the Major Medical Premium			

The Township also agrees to provide Group Life Insurance coverage in the amount of \$25,000.00 per employee. In addition, the Township agrees to cover the full cost of premiums for both the Employee Assistance Program (EAP) and LifeLock services.

**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 4.62 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 when the same cannot be obtained during off-work time. Sick leave for such appointments shall be limited to reasonable travel time and appointment time. Upon the employee's return to work, the Township may 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-half (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 360 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 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. This will be paid in the pay-period following separation. Only Full-time employees not in their probationary period are eligible.

**SECTION 5. WELLNESS PAYMENT**

All employees shall be entitled to an additional sixteen (16) 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 "flexible" schedules as mentioned in ARTICLE 12, are not considered Tardy). Such payments will be included in the members' pay on 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:

<b>COMPLETED YEARS OF CONTINUOUS SERVICE</b>	<b>VACATION</b>
After 1 year	1 week (40 hours)
After 2 years	2 weeks (80 hours)
After 5 years	3 weeks (120 hours)
After 10 years	4 weeks (160 hours)
After 15 years	5 weeks (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 served on a first-come-first-serve basis. Unused vacation time may be cashed out up to eighty (80) hours at any time. Any vacation hours available up to eighty (80) will remain available for future use year to year. There shall be no maximum accumulation of Vacation leave.

**ARTICLE 19 - HOLIDAYS**

**SECTION 1. HOLIDAYS RECOGNIZED**

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

New Year's Eve (Close at Noon) Paid for four (4) hours	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve (Close at Noon) Paid for four (4) hours
Independence Day	Christmas Day

Any newly established Government/Federal Holiday(s) will be recognized by the Township and added to the existing list of observed holidays.

To be eligible for holiday pay, an employee must have completed their probationary period and must work their full scheduled shift on both the workday immediately before and the workday immediately after the holiday, unless the absence is approved by the Township. Holiday pay shall be provided at the employee's regular straight-time rate, for eight (8) hours per holiday.

**SECTION 2. HOLIDAY WORK**

Work performed on holidays shall be paid at double the rate of 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 thirty-two (32) hours of personal time off. To be eligible for a personal day, the employee must remain employed by the Township on a full-time basis and be in paid status on the day the personal time is used. Personal time may be carried over from year to year without limitation. Personal time does not accrue or get credited if the employee is no longer in paid status or no longer employed full-time by the Township.

**SECTION 2. PAYMENT FOR UNUSED PERSONAL TIME**

Upon an employee's separation from 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 in the immediate family, each member shall be entitled to bereavement leave of three (3) workdays (if the death occurs in the State of Ohio) and five (5) workdays (if the death occurs outside of the State of Ohio). The immediate family shall include: spouse, domestic partner, son, daughter, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, niece/nephew, aunt/uncle, mother-in-law, father-in-law, grandparent-in-law, half-brother, half-sister, any person residing with the member at the time of that person's death and a person who is/was in loco parentis to the member when the member was a child.

### *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.

## **ARTICLE 22 - CLERICAL DEPARTMENT LEADS**

### *SECTION 1. Establishment of Position*

The Township hereby establishes the position of Clerical Department Lead within the clerical bargaining unit, Teamsters Local 413. The position is intended to provide functional leadership, coordination, and administrative support to the Board of Trustees, Administrator, Fiscal Officer, and Township departments while remaining in a bargaining-unit position.

The Clerical Department Lead shall not be considered a supervisor as defined by Ohio Revised Code Chapter 4117 and shall not have the authority to hire, discipline, discharge, or effectively recommend such actions.

### *SECTION 2. Eligibility and Appointment*

To be eligible for the appointment to the Clerical Department Lead position, an employee must:

1. Be a current bargaining-unit clerical employee in good standing.
2. Have demonstrated knowledge of Township operations, clerical procedures, and applicable policies;
3. Depth of experience within the department, and familiar with historical practices;
4. Possess the ability to coordinate work, communicate effectively, and provide guidance to clerical staff.

Appointment to the position shall be made by the Township following the selection process outlined in this Article.

### *SECTION 3. Selection and Consideration*

Selection shall be based on:

- Qualifications and relevant experience;
- Demonstrated performance and work history;
- Knowledge of Township procedures, records management, and compliance requirements;
- Ability to coordinate clerical functions and assist with cross-training staff.

Seniority shall be a consideration but shall not be the sole determining factor.

### *SECTION 4. Duties and Responsibilities*

The Clerical Department Lead shall continue to perform clerical duties and, in addition, shall be responsible for the following:

1. Coordinate daily clerical operations and workflow across Township departments;
2. Serve as a primary point of coordination between clerical staff, the Board of Trustees, the Administrator, the Fiscal Officer, and department leadership;
3. Assist with preparation, organization, and compliance of Board meeting agendas, minutes, resolutions, and related documentation;
4. Attend any meetings as determined by the Board of Trustees;
5. Ensure clerical practices are consistent with Township policies, records retention schedules, and applicable Ohio Revised Code requirements;
6. Provide guidance and functional direction to clerical staff regarding procedures, prioritization of tasks, and administrative standards;
7. Assist in the implementation of administrative improvements and efficiencies.

### *SECTION 5. Cross-Training of Clerical Staff*

The Clerical Department Lead shall coordinate and assist with cross-training among clerical staff to promote operational continuity and coverage, including:

1. Identifying essential clerical functions requiring cross-training;
2. Assisting in the development and maintenance of written procedures and reference materials;
3. Providing or coordinating hands-on training to ensure staff can perform critical clerical duties during absences or vacancies.

Cross-training responsibilities shall be performed during regular working hours.

### *SECTION 6. Compensation*

An employee appointed to the Clerical Department Lead position shall receive an enhanced hourly rate equal to 11% of the Step D hourly wage.

For purposes of clarity, the Clerical Department Lead hourly rate shall be calculated as:

- Step D hourly wage +11% per hour increase.
- Shall be paid for all hours worked in the Clerical Department Lead capacity.

This compensation shall remain in effect only while the employee is assigned to the Clerical Department Lead position and shall not be added to base pay upon separation from the role.

*SECTION 7. Duration and Removal*

The Township retains the right to remove an employee from the Clerical Department Lead position for legitimate operational reasons. Removal from the position shall not constitute discipline and shall not result in loss of the employee's underlying clerical classification or bargaining-unit status.

**ARTICLE 23 - TERMINATION**

This Agreement shall be in full force and effect from January 1, 2026, until 11:59 PM, December 31, 2027, 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 day increments.

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


For the Union:

For the Township:

**Teamsters Local Union No. 413**


**Franklin Township Board of Trustees**

\_\_\_\_\_  
Tony Jones  
President

  
\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Scott DeYarmon  
Vice President

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee