

CITY OF FRANKLIN, OHIO  
RESOLUTION 2024-75

**APPROVING OR REJECTING THE TENTATIVE AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 3742 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE  
BARGAINING CONTRACT**

WHEREAS, in accordance with Ohio law and the rules and regulations of the State Employment Relations Board, the City and the International Association of Fire Fighters (IAFF), Local 3742, have negotiated a tentative collective bargaining agreement regarding the employees who are members of said Union; and

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

Section 1. The tentative collective bargaining agreement between the City and the IAFF, Local 3742, is hereby approved/rejected (circle one).

Section 2. Assuming the IAFF, Local 3742 approves the collective bargaining agreement as well within the required time, the City Manager is hereby authorized/not authorized (circle one) to execute, on behalf of the City, a three-year collective bargaining agreement (2025, 2026, and 2027) with the IAFF, Local 3742.

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

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

ADOPTED: December 16, 2024

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution2024-75 passed by that body on December 16, 2024.

\_\_\_\_\_  
Khristi Dunn, Clerk of Council



City of Franklin  
1 Benjamin Franklin Way, Franklin, Ohio 45005  
(937) 746-9921 www.FranklinOhio.org

**Executive Summary**  
**Summary of Tentative Agreement**  
**City of Franklin and International Association of Fire Fighters, Local 3742**

The negotiating committee of the City of Franklin and the International Association of Fire Fighters, Local 3742, began contract negotiations for a successor collective bargaining agreement covering members of the Franklin Fire and EMS Division on September 30, 2024. A Tentative Agreement for a three-year contract was reached on November 22, 2024.

The following Articles encompass the substantive negotiated provisions of the Tentative Agreement.

**ARTICLE 6: SENIORITY**

*Section 6.02.* Consistent with current practice, language was revised to clarify that an employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the employee's date of full-time employment.

**ARTICLE 16: REPORTING FOR DUTY**

*Section 16.01.* Reflective of current shift schedules, shift starting times were changed from 7:00 am to 6:00 am, or other time as designated by the Fire & EMS Chief.

**ARTICLE 20: GRIEVANCE PROCEDURE**

*Section 20.15.* Agreement was reached that new-hire probationary removals would not be grievable under Article 20.

**ARTICLE 21: DISCIPLINE**

*Section 21.06.* For purposes of disciplinary suspensions for tour employees, the definition of "one (1) day" was changed from twelve (12) hours to twenty-four (24) hours.

**ARTICLE 25: VACATIONS**

*Section 25.03.* Language was revised to reflect the current practice to allow a maximum of three (3) weeks of accrued vacation time to be carried over to the next calendar year, and to permit vacation conversion (Pay In Lieu of Vacation) annually in January.

**ARTICLE 26: HOLIDAYS**

*Section 26.05.* As a cost saving measure for the City, holiday pay for tour employees not reporting to duty on a City recognized holiday was removed.

**ARTICLE 27: TRAINING AND EDUCATION**

*Section 27.03.* Timelines to obtain a Firefighter II Certification, Paramedic Certification, or other job required certifications were revised to mandate enrollment in certification courses upon hire, and completion within twenty-four calendar months of hire. Flexibility was also added for unusual or emergency situations, to empower the Chief to extend this 24-month period at his/her discretion. Language was strengthened to clarify that failure to obtain required certification shall result in employee termination for just cause with no recourse to the grievance and arbitration procedure. Provisions requiring employees to maintain the highest level of certification held during employment with the City were retained.



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**ARTICLE 38: WAGES**

Wage ranges negotiated are reflective of market comparables and offer financial incentives for retention by increasing steps for mission critical positions. For the first year of the contract, individual wage increases vary depending upon position and step to better align with market expectations. Based on those adjustments, a 3% increase effective 01/01/2026, and a 3% increase 01/01/2027 were tentatively agreed to for subsequent years.

**ARTICLE 40: OVERTIME**

*Section 40.03.* To provide increased flexibility, provisions were added to provide the Chief discretion to fill vacant shifts resulting from unplanned absences, with qualified part-time non-bargaining unit employees.

**ARTICLE 44: DRUG AND ALCOHOL TESTING**

Article 44 was revised to ensure consistency with the FLEA Agreement. Negotiated changes include an option to provide employees an opportunity to participate in a rehabilitation or detoxification program, but strengthens language noting that failure to complete such a program, or a positive follow-up test, result will result in termination of employment.

**ARTICLE 45: FITNESS FOR DUTY**

*Section 45.04.* To better ensure the provision of excellent services to the City's citizens and the continued well-being of bargaining unit members, it was agreed that employees may be required to undergo an annual mental health assessment performed at the City's cost and direction, by a mutually selected provider.

**ARTICLE 47: DURATION**

*Section 47.01.* The parties agreed to a contract duration of October 12, 2024, to October 11, 2027.

**ARTICLE 51: RESIDENCY**

*Section 51.01.* Residency requirements for all Division employees as a condition of employment were removed.

**COUNCIL ACTION**

The City Council must have a majority vote to accept or reject the Tentative Agreement. If either party rejects the Tentative Agreement, contract negotiations will resume and may proceed to Fact Finding. If Council and the Union vote to accept the Tentative Agreement, it will be deemed effective upon approval and the contract will be executed by the parties. The Union has already voted to accept the Tentative Agreement.