Table of Contents

INTRODUCTION ..... **V**

ARTICLE II – DEFINITIONS **2**

ARTICLE III – ADMINISTRATION **9**

ARTICLE IV – CLASSIFICATION AND COMPENSATION PLAN **10**

SECTION A. PURPOSE 10
SECTION B. COMPOSITION OF THE CLASSIFICATION AND COMPENSATION PLAN 10
SECTION C. USE OF THE CLASSIFICATION AND COMPENSATION PLAN 10
SECTION D. ADMINISTRATION OF THE CLASSIFICATION AND COMPENSATION PLAN 10

ARTICLE V – RECRUITMENT **11**

SECTION A. POLICY 11
SECTION B. JOB POSTINGS; TRANSFERS; PROMOTIONS 11
SECTION C. RESIDENCY REQUIREMENTS 11
SECTION D. REJECTION OF APPLICANTS 11
SECTION E. THE SELECTION PROCESS 11
SECTION F. CONDITIONAL OFFER OF EMPLOYMENT 12
SECTION G. MEDICAL EXAM 12
SECTION H. POLYGRAPH TEST 12
SECTION I. BACKGROUND CHECKS 12

ARTICLE VI – HIRING FOR POLICE AND FIRE DEPARTMENTS **13**

SECTION A. RECRUITMENT 13
SECTION B. APPLICANT SCREENING AND REVIEW 13
SECTION C. TYPES OF EXAMINATIONS 13
SECTION D. RATING OF EDUCATION, TRAINING, AND EXPERIENCE 13
SECTION E. RATING EXAMINATIONS 15
SECTION F. NOTIFICATION AND INSPECTION OF EXAMINATION RESULTS 15
SECTION G. MEDICAL EXAMINATIONS 16
SECTION H. APPEALS ON EXAMINATIONS 16

ARTICLE VII – CERTIFICATION LISTS **18**

SECTION A. CERTIFICATION LISTS 18
SECTION B. REMOVAL FROM CERTIFICATION LIST 18

ARTICLE VIII – APPOINTMENTS **19**

SECTION A. PROCEDURE 19
SECTION B. FULL-TIME, PART-TIME, AND TEMPORARY EMPLOYEES 19

ARTICLE IX – PROBATIONARY PERIOD **20**

SECTION A. POLICY 20
SECTION B. DURATION OF NEW-HIRE PROBATION 20
SECTION C. EVALUATION AND COMPLETION OF PROBATION 20
SECTION D. DISMISSAL OF PROBATIONARY EMPLOYEE 20
SECTION E. TRANSFERRED OR PROMOTED EMPLOYEES 20

ARTICLE X – COMPENSATION PLAN **21**

SECTION A. POLICY 21

SECTION B. ADMINISTRATION OF THE COMPENSATION PLAN 21
SECTION C. ADOPTION OR REJECTION OF THE COMPENSATION PLAN 22
SECTION D. PAYROLL PROCESSING 22
SECTION E. DIRECT DEPOSIT 22
SECTION F. OVERTIME 22
SECTION G. ON-CALL; EMERGENCY CALL-OUTS 23
SECTION H. HOLIDAY PAY 23
SECTION I. SERVICE RECOGNITION 24
SECTION J. TERMINAL PAY 24

ARTICLE XI – PROMOTIONS 25

SECTION A. POLICY AND PROCEDURES 25
SECTION B. PROMOTIONAL ELIGIBILITY 25
SECTION C. PROMOTION WITHOUT EXAMINATION 25

ARTICLE XII – PERFORMANCE EVALUATION PROGRAM 27

ARTICLE XIII – EMPLOYEE DEVELOPMENT AND TRAINING 28

SECTION A. EMPLOYEE DEVELOPMENT AND TRAINING 28
SECTION B. SAFETY EDUCATION AND TRAINING 28
SECTION C. SPECIALIZED TRAINING 28

ARTICLE XIV – DISCIPLINARY ACTIONS 29

SECTION A. APPLICATION 29
SECTION B. POLICY 29
SECTION C. DISCIPLINARY GUIDELINES 30
SECTION D. DEPARTMENTAL HEARING 36
SECTION E. APPEALS 37
SECTION F. REIMBURSEMENT OF LOST WAGES 38

ARTICLE XV – NON-DISCIPLINARY TRANSFERS, DEMOTIONS, SEPARATIONS, AND REINSTATEMENTS 39

SECTION A. TRANSFERS 39
SECTION B. DEMOTIONS (NON-DISCIPLINARY) 39
SECTION C. TYPES OF SEPARATION 40
SECTION D. REHIRED EMPLOYEES 40

ARTICLE XVI – GRIEVANCE AND APPEALS PROCEDURE 42

SECTION A. POLICY 42
SECTION B. DEFINITION 42
SECTION C. GRIEVANCE PROCEDURE 42
SECTION D. APPEALS OF GRIEVANCE 43

ARTICLE XVII – LEAVES AND ABSENCES 45

SECTION A. HOLIDAYS 45
SECTION B. VACATION LEAVE 45
SECTION D. SICK LEAVE 47
SECTION E. SICK LEAVE DONATION 49
SECTION F. LEAVE FOR ADOPTION, PREGNANCY, CHILDBIRTH, AND NURSING AN INFANT 49
SECTION G. FAMILY AND MEDICAL LEAVE (FMLA) 50
SECTION I. BEREAVEMENT LEAVE 58
SECTION J. JURY DUTY / CIVIL LEAVE 58
SECTION K. VOTING LEAVE 59
SECTION L. MILITARY LEAVE 59
SECTION M. TERMINAL LEAVE 60
SECTION N. ABSENTEEISM/ ABSENCE WITHOUT LEAVE 61

SECTION O. TARDINESS 61

ARTICLE XVIII – OTHER EMPLOYEE BENEFITS 62

SECTION A. GROUP LIFE AND AD&D INSURANCE PROGRAM 62
SECTION B. GROUP HEALTH INSURANCE PROGRAM 62
SECTION C. VISION INSURANCE 62
SECTION D. LONG-TERM DISABILITY INSURANCE PROGRAM 62
SECTION E. DENTAL INSURANCE 63
SECTION F. RETIREMENT PLAN 63
SECTION G. SUPPLEMENTAL INSURANCE 63
SECTION H. CITY-SUPPLIED EQUIPMENT AND UNIFORMS 63
SECTION I. EMPLOYEE ASSISTANCE PROGRAM (EAP) 64
SECTION J. TUITION REIMBURSEMENT 64

ARTICLE XIX – WORKPLACE ACCIDENT AND INJURY POLICY 66

SECTION A. PURPOSE AND ELIGIBILITY 66
SECTION B. PROCEDURES 66

ARTICLE XX – HARASSMENT, WORKPLACE VIOLENCE, AND RETALIATION .. 68

SECTION A. DEFINITION OF SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT 68
SECTION B. DEFINITION OF WORKPLACE BULLYING 68
SECTION C. MAKING HARASSMENT COMPLAINTS 69
SECTION D. REPORTING AND INVESTIGATION OF HARASSMENT COMPLAINTS 70
SECTION E. OBLIGATION OF EMPLOYEE 71
SECTION F. WORKPLACE VIOLENCE AND HARASSMENT 71
SECTION G. RETALIATION 72
SECTION H. OPEN-DOOR POLICY 72

ARTICLE XXI – GENERAL POLICIES AND PROCEDURES 73

SECTION A. EMPLOYEE CONDUCT 73
SECTION B. POLITICAL ACTIVITY 73
SECTION C. RECORDS 73
SECTION D. OUTSIDE EMPLOYMENT 74
SECTION E. BUSINESS DEALINGS 74
SECTION F. ACCEPTANCE OF GRATUITIES 75
SECTION G. USE OF INFORMATION 75
SECTION H. USE OF CITY TIME, FACILITIES, RESOURCES 75
SECTION I. USE OF POSITION 75
SECTION J. USE OF CITY-PROVIDED TECHNOLOGY 75
SECTION K. USE OF SOCIAL MEDIA POLICY 76
SECTION L. EMPLOYEE CELL PHONE POLICY 76
SECTION M. ADDITIONAL DEPARTMENT PROVISIONS 76
SECTION N. NEPOTISM AND EMPLOYEE RELATIONSHIPS 76
SECTION O. EMPLOYEE LICENSES AND CERTIFICATIONS 77
SECTION P. SMOKING POLICY 77
SECTION Q. HOURS OF WORK, SHIFT DIFFERENTIAL, ATTENDANCE, AND INCLEMENT WEATHER 77
SECTION R. PROFESSIONAL CONDUCT AND DRESS CODE POLICY 78
SECTION S. USE OF CITY-OWNED VEHICLES 80
SECTION T. TRAVEL 80
SECTION U. STRIKES/UNION ACTIVITY 80
SECTION V. PLACE OF RESIDENCE 80
SECTION W. EMPLOYEE ASSISTANCE PROGRAM 80

ARTICLE XXII – AMENDMENTS; SEVERABILITY; CONFLICTS 82

SECTION A. AMENDMENTS AND CHANGES 82
SECTION B. SEVERABILITY 82

SECTION C. CONFLICTS 82
SECTION D. ALL PRIOR RULES SUPERSEDED 82
SECTION F. IMPLEMENTING THESE RULES AND REGULATIONS 83
SECTION G. FURTHER IMPLEMENTATION 83

APPENDICES

Appendix A. Counseling Record
Appendix B. Grievance Form
Appendix C. Family and Medical Leave Act Notification
Appendix D. Pension Plan Summary Document
Appendix E. Uniform & Equipment Agreement
Appendix F. Tuition Reimbursement Agreement
Appendix G. Report of Work Injury
Appendix H. Return to Work Policy
Appendix I. Drug Test Policy
Appendix J. Outside Employment Request Form
Appendix K. Ethics Ordinance
Appendix L. Computers, Internet & Email Policy
Appendix M. Wireless Telecommunications Equipment Policy
Appendix N. Vehicle Use Policy
Appendix O. Travel & Expense Policy
Appendix P. Work from Home Policy
Appendix Q. Social Media Policy
Appendix R. TCRS Summary Plan Document (For employees hired 1/1/17 or after)
Appendix S. Disciplinary Hearing FAQs
Appendix T. Payroll Procedures

Introduction

This is your copy of the City of Franklin's Human Resources Manual. No Human Resources manual can anticipate every possible situation, but the City has provided you these general guidelines in order to give you a better understanding of what the City expects of you and what you can expect of the City.

Please refer to this manual for guidance when you have a question about the City's policies. Of course, if you still have questions, your supervisor, Department Director, and the Human Resources Department continue to stand ready to assist you as best they can.

While the City of Franklin fully intends to abide by these provisions for as long as they are in effect, you should understand that this manual does not constitute a contract between the City and any of its employees. Further, the Human Resources Manual can and may be changed, in accordance with the City's Municipal Code and state and federal laws, at the Board of Mayor and Aldermen's sole discretion at any time. No employee or other person enjoys any vested right to the continuation of any position, rules, regulations, policies, procedures, provisions, or employee benefits contained within this Human Resources Manual.

Article I – General Provisions

These Rules and Regulations shall apply to all employees and applicants of the City without regard to race, color, religion, sex, national origin, pregnancy, status as a parent, age, gender identity, sexual orientation, disability (physical or mental), family/medical history, genetic information, marital status, veteran's status, or political affiliation, but shall not apply to those persons who are specifically exempted from coverage in accordance with these regulations. These Rules and Regulations shall be administered by the Human Resources Director under the direction of the City Administrator.

Each employee of the City shall discharge their duties fairly and impartially. Determinations and decisions shall be made without discrimination on account of race, color, creed, national origin, gender identity, sexual orientation, ancestry, age, disability, veteran's status, religious belief, political or organization affiliation, kinship, or friendship.

These protections extend to all management practices and decisions, including recruitment and hiring practices, appraisal systems, promotions, training, and career development programs.

Article II – Definitions

The following words, terms, and phrases, when used in the Human Resources Manual, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning.

Absence Without Leave – Unauthorized absence and for which a leave request was either not made or denied.

Active Employee – An employee of the City who is not on unpaid leave and is not receiving short-term or long-term disability benefits from or through the City.

ADA – Federal Americans with Disabilities Act providing certain employment protections for individuals with qualifying disabilities.

Appeals – Procedures as prescribed by these regulations for appealing disciplinary actions and other individual grievances.

Applicant – An individual who has applied in writing and/or submitted a resume in response to an opening, or who has completed an application form for employment.

Application – A form or forms that are prescribed by the Human Resources Director in applying for positions with the City.

Appointment – The offer to and acceptance by a person of a position either on a regular full-time, regular part-time, or temporary basis.

Assistant City Administrator – The person or position delegated by the City Administrator with the responsibility for the overall coordination in planning, organizing, and directing the administration of assigned departments.

Base Salary – The actual salary amount in a given pay range exclusive of all pay differentials and allowances.

Board of Mayor and Aldermen – The Mayor and other members of the City Board of Mayor and Aldermen who collectively serve as the governing body of the City and are vested with the power to enact ordinances and resolutions for the City.

Calendar Year – Any twelve (12) consecutive months from a start date; also January 1 to December 31 of a given year.

Certification List – The act of establishing a list of persons considered for a position for the purpose of selection.

City – Shall mean the municipal government of the City of Franklin, Tennessee.

City Administrator – The highest-ranking appointed officer of the City, appointed by the City Board of Mayor and Aldermen.

City Business Days – Shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday—except holidays observed by the City—of any week.

Classification – The act of grouping positions into classes with regard to: (1) duties and responsibilities; (2) requirements as to education, knowledge, experience, and ability; and (3) tests of fitness. Classification allows an arrangement of positions whereby equal pay is given for substantially equal responsibility and authority.

Classification Plan – The plan approved by the Board of Mayor and Aldermen upon recommendation of the Human Resources Director and the City Administrator that places jobs into pay groups.

Classified Service – The most recent period of employment with the City without a break in service as evidenced by separation from the City payroll and Human Resources records.

Closing Date – The last date established for which applications can be received for a particular position.

Compensation – The standard rates of pay that have been established for the respective classes of work.

Compensation Plan – The official schedule of pay approved by the Board of Mayor and Aldermen assigning a range of pay to pay grades.

Continuous Service – The most recent period of employment with the City without a break in service as evidenced by separation from the City payroll and Human Resources records.

Counseling – A verbal statement that may be documented in written form, made to improve an employee's job performance or job-related behavior. Counseling is not disciplinary action and is not grievable.

Critical Response Positions – Positions requiring response to service or call to duty because of a potential threat to life or property or other emergency.

Demotion – Reassignment of an employee from one position to another, the latter of which has a lower level of responsibilities and a lower maximum rate of pay and rank than the former.

Department – The primary organizational unit that is under the immediate charge of a Department Director.

Department Director – The Supervisor immediately in charge of a department, the primary organizational unit.

Departmental Rules – Any written policies, procedures, or orders established by the Department Director and approved by the City Administrator that dictate certain expectations, actions, rules, or regulations. All departmental rules shall be consistent with these rules.

Disability – A physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment or is regarded as having such impairment.

Disciplinary Action – Action that may be taken when an employee fails to carry out designated position duties and responsibilities or fails to follow departmental rules or any provisions of these Rules and Regulations.

Dismissal – The final step in disciplinary action, which terminates an employee's employment with the City.

Eligible – A person who has successfully met required qualifications for a particular position.

Employee – An individual who is employed by the City and is compensated through the City payroll for services performed.

Employee Development – Training programs for the purpose of improving an employee's quality of service, productivity, and chances for advancement.

Evaluation – The system that has been established for use by supervisors to assess employee job performance.

Examination – The process of testing, evaluating, or investigating the efficiency, fitness, and qualifications of applicants and employees.

Exempt Employee – A person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in regulations of the Secretary of Labor and the Fair Labor Standards Act (FLSA), and who is therefore exempt from the overtime requirements of the FLSA. To qualify for an exempt status, the requirements of the employee's position must meet all the pertinent tests relating to duties, responsibilities, and salary as stipulated in the applicable section of Regulations, 29 CFR Part 541.

Full-Time Employee – An individual who has: (1) satisfactorily completed a probationary period and (2) been scheduled to regularly work at least forty (40) hours per week on a non-temporary basis.

Grievance – A dispute arising between employees and/or between an employee and the employee's supervisor and/or the employee's Department Director and/or the City relative to some aspect of employment, interpretation of regulations and policies, or some management decision (including disciplinary actions other than dismissal) affecting the employee.

Human Resources Director – The person or position delegated by the City Administrator with the authority to serve as the Human Resources Director.

Immediate Family –

- For purposes of using sick leave, "immediate family" shall mean present spouse, children (including natural, step-, and adoptive), parents, step-parents, in loco parentis, and any other individual residing within the employee's household who is a legal dependent of the employee for income tax purposes.
- For the purpose of using bereavement leave, "family" include spouse, in-laws, parents, siblings, children, grandchildren, grandparents, stepfamily members, aunts, uncles, cousins, nieces, and nephews and any other individual residing within the employee's household who is a legal dependent of the employee for income tax purposes.

Job Description – A written document describing the essential functions of a job, additional functions, minimum qualifications, ADA requirements, and performance indicators.

Lay-off – The involuntary, non-disciplinary separation of an employee from a position because of shortage of work, materials, or funds.

Leadership Team – Consists of the City Administrator, Assistant City Administrator(s), Department Directors, Facilities Project Manager, Purchasing Manager, Budget & Strategic Innovation Manager, Revenue & Licensing Manager, Comptroller, Management Fellow, Assistant City Recorder, and the Communications Manager.

Leave – An approved type of absence from work as provided for by these Rules and Regulations.

Leave for Adoption, Pregnancy, Childbirth, and Nursing an Infant – Leave providing time for an employee to be absent from employment for the purpose of adoption, pregnancy, childbirth, and nursing an infant.

Leave of Absence – Time off from scheduled work with permission, but without pay and without loss of seniority if reinstated. Sick leave, maternity leave, vacation leave, civil leave, educational leave, FMLA leave, and military leave are not considered a leave of absence.

Military Leave – In accordance with TCA 8-33-109, the period of fifteen (15) working days or less, with pay, per calendar year, granted to employees who are members of a Military Reserve Component. Military Leave is not charged to vacation leave.

Nepotism – Favoritism shown to relatives by reason of relationship rather than merit.

Neutral Third Party – Any certified mediator, arbitrator, retired judge, or administrative hearing officer, or other trained/recognized third-party mediator, who does not have a current business relationship or position with the City of Franklin. A neutral third party may be appointed to hear disciplinary appeals and/or an appeal of grievance.

New Hire – An applicant who has accepted a conditional offer of employment from the City.

Non-Exempt Employee – A person employed in a position that is not in an executive, administrative, or professional capacity, as these terms are defined in regulations of the Secretary of Labor. An employee in this position is subject to all provisions of the Fair Labor Standards Act (FLSA).

Occupational Disability or Injury Leave – A medically excused absence from duty because of an injury or illness sustained in the course of employment and determined to be compensable (1) by the City's workers' compensation insurance carrier and (2) under provisions of the Workers' Compensation law.

Official – When referring to a person, shall mean a member of the City of Franklin Board of Mayor and Aldermen.

On Call – Being available at a designated place for a designated period of time. Whether or not the employee is on call shall be judged in accordance with the FSLA Regulations as set out in 29 CFR, Part 553.221.

Overtime – Time worked by an employee in excess of the maximum hours allowed per work period under the Fair Labor Standards Act and as provided for herein. Generally, overtime is paid for all hours actually worked over 40 during a seven-day work period. However, certain public safety employees are allowed to work additional hours over a longer work period before overtime is required.

Overtime Pay – Compensation paid to an employee in accordance with federal regulations and these rules for overtime work performed.

Part-Time Employee - An individual who is scheduled to regularly work thirty (30) hours or less.

Pay Grade – Specific pay rates having a percentage relationship to one another to which all full-time positions are assigned.

Pension – The annuity payment received due to retirement from a municipal position based on age, years of service, and average monthly compensation. (See Appendices D and R.)

Performance – The way in which an employee executes assigned duties and responsibilities.

Personnel File – An official file that is maintained in the Human Resources Department for each employee and generally consists of such items as application or resume for employment, records of transfers, promotions, demotions, reinstatements, reclassifications, changes in pay, training, performance evaluations, leaves, disciplinary actions and counseling interviews, etc.

Position – Any office or employment, whether occupied or vacant, full-time or part-time, consisting of a group of essential functions, additional functions, and responsibilities legally assigned or delegated to one individual by competent, appropriate authority.

Probationary Employee – An individual who has not yet completed a probationary period.

Probationary Period – A trial period served after the initial selection process by all new employees before attaining regular status or after an employee is promoted, in which the employee is required to demonstrate his fitness for the position by the actual performance of the duty. The initial probationary period shall be twelve (12) months for all departments. During this period, either the employee or the City may terminate employment for any reason. All promotional probationary periods are for six (6) months.

Promotion – Officially authorized reassignment of an employee from one position to another, the latter of which has a higher level of responsibilities and a higher maximum rate of pay and rank than the former.

Qualifications – The requirements of education, experience, and other skills prescribed by the job description.

Rank – The order in which an applicant's name appears on an eligible list based on the individual's composite score in the evaluation process.

Rate of Pay – A specific dollar amount, expressed as an annual rate, a monthly rate, a bi-weekly rate, a weekly rate, or an hourly rate.

Reasonable Accommodations – Accommodations required pursuant to State and Federal Law.

Records – All records maintained on each employee, both in the Human Resources Office and the departments, such as the personnel file, attendance records, medical records, records of disciplinary actions, counseling records, pay and benefit records, training accomplishments, etc.

Removal – Separation of an employee on probation or for failure to meet legal requirements for employment.

Reprimand – A type of disciplinary action, oral or written, denoting a violation of personnel regulations, which becomes part of the employee's personnel record if written.

Requisition – A request by a Department Director to secure a list of eligible applicants from the Human Resources Office.

Seniority – Length of service as a City employee.

Sick Leave – Approved absence due to non-occupational illness, injury, or health maintenance for the employee. Sick leave shall be considered a benefit and not a right for employees to use at their discretion.

Supervisor – Any individual having authority on behalf of the City to assign, direct, evaluate the job-related performance of, and/or discipline other employees.

Suspension – An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee, which may be with or without pay as decided by the employee's Department Director and Assistant City Administrator, if applicable, or the City Administrator, as applicable.

Temporary Employee – An employee holding a position other than regular, which is of a temporary, seasonal, casual, or emergency nature, working less than eighteen hundred (1800) hours in a one (1)-year time period

Terminal Leave – Leave granted to a retiring employee following his/her last workday and usually consisting of unused accrued and accumulated vacation time. Certain retiring employees may also take up to one hundred twenty (120) sick days.

Terminal Pay – The compensation paid to a terminating employee following the last workday.

Terminating Employee – An employee of the City who is ending employment due to resignation, layoff, death, retirement, or dismissal.

Termination – The cessation of employment with the City due to resignation, layoff, death, retirement, or dismissal.

Transfer – Reassignment of an employee from one position to another position.

Uniformed Fire Personnel – An employee of the Municipal Government who has an inherent duty imposed to uphold and enforce the State and Municipal Codes and Regulations and other law in Fire Suppression and Prevention, and who is identifiable by wearing the uniform and insignia of the Fire Department of the City of Franklin.

Vacancy – An unoccupied budgeted position within the City.

Vacation Leave – Paid leave for approved time off from work that does not qualify for other types of paid leave. (See Article XVII, Section B)

Work Cycle – The number of hours regularly scheduled to be worked during a twenty-eight (28) day period on which overtime is based; applies only to Uniformed Fire Personnel on shift.

Work Day – Scheduled number of hours an employee is required to work per day.

Work Week – The number of hours regularly scheduled to be worked during any seven (7) consecutive days; usually forty (40) hours, with special provisions made in those departments requiring additional work shifts or work hours, such as public safety.

Article III – Administration

The City Administrator shall have the responsibility for the personnel program, as set forth in Title 4, Chapter 1 of the Municipal Code and subject to the powers vested in the governing body by charter. He specifically shall:

1) be responsible for effective personnel administration.

2) designate a Human Resources Director (or combine the duties of the personnel office with that of another position) who shall be responsible for the administration and technical direction of the City's personnel program.

3) appoint, remove, suspend, and discipline all officers and employees of the City subject to the policies as set forth in the Municipal Code and in state law. To provide for the day-to-day operation of the City, each Department Director shall have the authority to employ, suspend, dismiss, and discipline employees under his or her control subject to the review of the Human Resources Director, confirmation by the City Administrator, and in accordance with the Municipal Code.

4) fix and establish the number of employees in the various City departments and offices and determine the duties, authority, responsibility, and compensation in accordance with the policies as set forth in the Municipal Code and the City charter subject to the approval of the governing body and budget limitations.

The Human Resources Director shall administer, under the direction of the City Administrator, the personnel program as set forth in Title 4 of the Municipal Code.

Article IV – Classification and Compensation Plan

Section A. Purpose

The classification and compensation plan provides a complete inventory of all positions in the City's service and an accurate description and specification for each class of employment. The plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities and has the same meaning throughout the classified service.

Section B. Composition of the Classification and Compensation Plan

The classification and compensation plan shall consist of:

1) a grouping in classes of positions in relation to one another that: a) are approximately equal in difficulty and responsibility, b) call for the same general qualifications, c) can be equitably compensated within the same range of pay under similar working conditions, and d) reflect the hierarchical structure of the organization;

2) class titles, together with a description of the work of the class, that identify the class; and

3) written specifications for each class of positions.

Section C. Use of the Classification and Compensation Plan

The classification and compensation plan shall be used:

1) as a guide in recruiting and examining candidates for employment.

2) in determining lines of promotion and in developing employee training programs.

3) in determining salaries to be paid for various types of work.

4) in providing uniform job terminology understandable by all City officers and employees and by the general public.

Section D. Administration of the Classification and Compensation Plan

The Human Resources Director is charged with maintenance of the classification and compensation plan to assure that it reflects the duties performed by each employee covered in the plan and the class to which each position is allocated. It is the Director's duty to examine the nature of the classes and to update the classification and compensation plan as necessary through changes in the duties and responsibilities of existing positions, and to periodically review the entire classification and compensation plan and recommend changes to the City Administrator. (See also "Article X – Compensation Plan" of this Human Resources Manual.)

Article V – Recruitment

Section A. Policy

It is the policy of the City to promote qualified employees to more responsible positions whenever possible. When a vacancy exists, the Department Director shall submit a Personnel Requisition to the Human Resources Director. Personnel requisitions must be approved by the City Administrator before the vacancy is advertised or posted by the Human Resources Director. It is the policy of the City that the recruitment and selection of an applicant for employment shall be based upon that individual's qualifications, competency, and potential, and shall not be influenced by race, color, religion, national origin, age, veteran's status, political affiliation, disability, or sex.

Section B. Job Postings; Transfers; Promotions

The Human Resources Director shall insure the posting of all authorized positions, as they become vacant, for the purpose of informing City employees. Once a personnel requisition has been filed, the Human Resources Director, in consultation with the Department Director, will determine whether the position should be advertised externally or internally only. The Human Resources Director shall determine if internal vacancies shall be posted to one department, selected departments, or City-wide.

All applicants must be required to complete an application online. Resumes, transcripts, training certifications, and other certifications may be attached and, in some cases, may be required in order to judge the applicant's merit and fitness.

Employees are eligible to apply to any open position in which they meet the minimum requirements. For internal promotions, the employee must have a satisfactory performance record and no adverse disciplinary action during the twelve (12) months immediately preceding the closing date for application submittal.

Section C. Residency Requirements

See "Section V. Place of Residence" under "Article XXI–General Policies and Procedures"

Section D. Rejection of Applicants

The Human Resources Director may reject any new applicant for employment if it is determined the applicant is not qualified for the job.

Section E. The Selection Process

All appointments may be subject to competitive examination. All examinations shall fairly and impartially test those matters relative to the ability and fitness of the applicant to efficiently perform the duties of the positions to be filled.

The selection process may consist of one or more of the following: a written test of required knowledge; an oral interview by the supervisor, the Department Director, and the Human Resources Director or his designee and/or an oral interview board established to assess the knowledge, skills, and abilities of the applicants; a performance test of manual skills; a physical test of the candidate's ability to perform the essential functions of the position; a written test of mental ability; or an evaluation of training and experience. The Human Resources Director will make reasonable accommodations for disabled applicants requesting such accommodations.

Section F. Conditional Offer of Employment

All offers of employment will be made by the Human Resources staff.

Section G. Medical Exam

After a conditional offer of employment and prior to the first day of employment with the City, all regular full-time new hires shall be required to undergo and pass a medical examination to determine physical fitness to perform the essential functions of the position for which they have been offered employment. Such physicals shall be job-related and in accordance with the City's drug and alcohol testing policy (see Appendix I), including drug testing. Certain public safety positions may also require successful completion of a post-offer psychological exam, as required by law.

Section H. Polygraph Test

A polygraph (or other truth verification device) test shall be required of final candidates for all sworn positions within the Police Department and Fire Departments and may be required for other positions as mandated by law. Such a test shall be specific and directly related to the potential employee's performance and official duties, and to the public interest of the City.

Section I. Background Checks

After a conditional offer of employment, the City will conduct appropriate background checks. The scope and nature of this background check may vary based upon the type of position being filled.

Article VI – Hiring for Police and Fire Departments

Section A. Recruitment

It is the policy of the City of Franklin that all appointments in the Classified Service shall be based on merit, efficiency, and fitness and may be subject to competitive examination. When used, all such examinations shall fairly and impartially test the qualifications and fitness of candidates to efficiently discharge the duties of the position to be filled. Examinations may be promotional or open to outside applicants. Because of the expensive and time-consuming nature of Police Officer and Firefighter testing and the need to select the most highly qualified applicants for these public safety positions, entry level police and fire positions will only be filled through competitive examination and not by promotional list. Internal applicants are invited to apply for such positions, but will be treated like all other applicants during the screening and testing phases. Generally, for all positions above entry level, internal promotions will be made.

Section B. Applicant Screening and Review

Department Directors or their designees have the responsibility of working with the Human Resources Department to screen applicants.

Admission to examinations is open to applicants who, as determined by the Human Resources Director, meet the requirements specified in the public notice of the vacancy and who filed timely application. Each applicant whose application has been accepted for any examination will be notified of the time, date, and place of the examination. No person will be permitted to take any examination without authorization by the Human Resources Director or designee.

Section C. Types of Examinations

Examinations may be used for initial appointment or promotions in order to establish a list of eligible candidates for any position.

Section D. Rating of Education, Training, and Experience

The Human Resources Director or designee will rate all applicants for employment and promotion upon information regarding education, training, and experience in the application form, resume, performance evaluation forms, training certificates, transcripts, and other data as may be secured through the interview or from other sources. This information shall be subject to investigation as to truth and completeness. This rating may be competitive and/or qualifying. The qualifying rating may be used to determine whether to further test the applicant.

A personal interview may be conducted by one or more persons and is used to evaluate the skills, attributes, and knowledge of applicants, as well as ability to deal with others, to meet the public, and to handle stress.

Written Examination - This tool, when required, shall include a written demonstration of the applicant's knowledge and skill and the field for which the test is being held, and may include standard tests of mathematical ability.

Performance Test - This part, when required, shall involve such tests of performance as would aid in determining the cognitive ability and/or manual skills of applicants to perform essential job functions.

Physical Test - When required, this test may be either competitive or qualifying and consists of tests of job-related bodily condition, muscular strength, agility, and physical coordination. This test may be given a weight in the examination or may be used in excluding from further examination applicants who do not measure up to the minimum required standards.

Assessment Center - An assessment center tests the applicants on a number of essential job functions, including making oral and written presentations, working as a group, handling the media, counseling employees, and handling administrative work. It may also measure teamwork, sensitivity, community concerns, leadership, judgment, sense of responsibility and commitment to the organization, and the ability to think logically. To the extent possible, at least 50% of the assessors will have been trained and served on assessment panels previously.

Test Security - Test security is an important issue in ensuring fairness in a competitive selection process, especially where oral interviews or boards, written examinations, assessment centers, and performance tests are used.

Examination development team members, including clerical support staff, will not discuss the process at any time with anyone. Copies of interview questions and written test materials will be made only by the Human Resources staff and will be retained in the Human Resources Department.

Testing service provider's security protocol will be followed for any test purchased from a vendor. If the tests are developed internally, copies will be controlled and stored in a locked office in Human Resources.

Security measures will be taken during test administration.

After the examination, materials, including answer sheets, scoring sheets, stencils, and test booklets, will be stored in the Human Resources Department. The test publisher's guidelines will be strictly adhered to.

When giving feedback to candidates regarding the results of the examination, candidates will not be left alone with exam materials or be allowed to copy or take notes/photos. Test results and testing materials may be subpoenaed by the City Administrator or in court action.

Section E. Rating Examinations

Appropriate techniques and procedures will be used when rating the results of examinations in determining the relative ranking of the applicants. Minimum eligibility will be established by the Human Resources Director after discussion with the Department Director. Minimum ratings may apply also to the ratings of any part of the examination. These ratings may be established as a score or as a percentage of applicants (i.e., top 30% of applicants). Generally, any applicant who fails to attain at least this passing score shall be considered to have failed this examination and shall not be examined on any further parts if they are planned. Minimum ratings may be lowered, but not raised, after publication if more than 50% of the applicants fail to meet this score or to reach a larger pool of under-represented groups, providing these individuals meet minimum qualifications for the position.

The Human Resources Director or designee will determine a final score for each competitor's examination, computed in accordance with the weights for several parts as established by the Human Resources Director and approved by the City Administrator and set forth in the examination announcement. All applicants for the same position will be accorded uniform and equal treatment in all phases of the examination procedures, except as provided below.

Seniority and merit are considerations on promotional examinations as follows. Promotional examinations may give credit for seniority by adding points to the final score of a candidate as follows: seniority for promotional testing will be based on the applicant's most recent hire date—one (1) point will be added for each full and complete year of unbroken service that the employee is in residence and actively performing the duties of the position up to a maximum of ten (10) points. (Time served on Military Leave of Absence while employed by the City of Franklin shall be counted as "time in residence and actively performing" for the purpose of administering this rule.)

Section F. Notification and Inspection of Examination Results

Each person who takes an examination will be notified by the Human Resources Director as to the final rating and rank. An examinee who fails any part of the examination, or the total examination, shall be notified of the failure. Each person in an examination will be permitted to inspect their rating, papers, and other records of the examination by submitting a written request to the Human Resources Director in accordance with the Tennessee Open Records Act. In order to protect the integrity of the assessment, such inspection must be done within thirty (30) calendar days. Any necessary explanation of the methods by which ratings were developed will be supplied. An obvious or indisputable error in rating any phase of an examination may be appealed to the City Administrator for review in accordance with Section H of this rule.

For police and fire new-hire candidates who have made passing scores on all parts of the exam and who have been honorably discharged from or are actively serving in the Armed Forces of the United States may have five Veteran's Preference Points added to their rating.

Section G. Medical Examinations

Every prospective employee will be given a medical examination and a drug screen by a licensed physician designated by the City of Franklin before employment to determine if they meet necessary physical fitness standards for the position to which they were selected. Applicants for Police Officer vacancies and other designated positions may also be required to undergo a psychological examination with a licensed psychologist or psychiatrist to determine mental/emotional fitness. Applicants for employment will be required to undergo these examinations only after a conditional offer of employment has been made. The cost of this physical examination will be paid by the City. Applicants determined to be physically or mentally unfit for service will not be considered for appointment.

All employees of the City of Franklin may, during the period of their employment, be required by their Department Director, and with the approval of the City Administrator, to undergo periodic medical and/or psychological examinations to determine their physical and mental fitness to perform the work of the position in which they are employed. These periodic examinations will be at no cost to the employee. Determination of physical or mental fitness will be by a healthcare provider designated by the Human Resources Director and approved by the City Administrator.

When an employee of the City of Franklin is reported by the examining physician/psychologist to be physically or mentally unfit to perform work in the position for which he/she is employed, the employee may, within five (5) days from the date of his/her notification of such determination, indicate in writing to the Human Resources Director his/her intention to submit the question of his/her physical or mental unfitness to a healthcare provider of his/her own choice and at the employee's expense.

In the event there is a difference of opinion between the healthcare providers, a third physician/psychologist may be chosen by the other two providers. The third provider's decision shall be final and binding as to the physical or mental fitness of the employee. The cost of the third examination will be paid by the City.

An employee determined to be physically or mentally unfit to continue in the position in which he/she is employed may be demoted (in accordance with these rules) or separated from the City of Franklin.

Section H. Appeals on Examinations

Appeals from the decision of the Human Resources Director or Department Directors in the implementation of this chapter are as follows:

Any applicant for admission to an open competitive or promotional competitive examination who has been disqualified by the Human Resources Director may appeal to the City Administrator for consideration of his/her qualification, provided the appeal is made in writing to the Human Resources Director within seven (7) City business days of receiving the eligibility letter. In the event of the filing of such appeal with the Human Resources Director, the applicant

shall be admitted to the examination pending consideration by the City Administrator of such appeal. The City Administrator's decision shall be final.

An applicant who has taken an examination may appeal to the City Administrator for review of his/her rating on any part of such examination to assure uniform rating procedures have been applied equally and fairly. The appeal must be filed in writing within seven (7) City business days after the date on which notification of the results was sent to the applicant. A rating on any part of an examination shall not be changed unless it is found by the City Administrator that a substantial error has been made. The City Administrator's decision with respect to a review and/or change will be final, and a written decision will be sent to the applicant. Any correction found necessary in the rating will not affect a certification or appointment that may have already been made from the eligible list.

Article VII – Certification Lists

Section A. Certification Lists

Certification (cert) lists shall be created when appropriate for the position being filled. Names of applicants shall be placed upon the appropriate cert list in the relative order of their final scores as compiled in the selection process. Promotional cert lists shall remain valid for a period of one (1) year or until the list is exhausted, whichever is sooner. Original appointment lists, except for Police Officer and Firefighter, are valid for six (6) months. Police Officer and Firefighter appointment lists are valid for one (1) year. Promotional and original appointment cert list rankings may include but are not limited to experience, education, examination scores, veteran's preference, points for residency, tenure with the City, and oral interviews. A cert list may be extended by approval from the City Administrator.

Section B. Removal from Certification List

The Human Resources Director may, at any time, remove the name of an eligible applicant from a list for any one, or more, of the following causes:

1) At the request of the eligible applicant

2) Failure to appear or decline an invitation for an interview or examination

3) When the most recent performance evaluation of an employee falls below "Effective" (if it is a promotional list)

Article VIII – Appointments

Section A. Procedure

When a vacant position is to be filled, the Human Resources Director will certify a list of the top three qualified candidates for that position. When more than one vacancy is to be filled, two names for each additional vacancy shall be added to the list. For example, five names will be certified if there are two vacancies for a position. The Department Director shall then fill the position(s) from those candidates available in this list of those with the highest qualified ratings. The Department Director is not obligated to select in rank order nor justify the reasons for the selection. All offers of employment will be made by the Human Resources staff.

The City Administrator may authorize a temporary promotional appointment of an existing employee. Employees temporarily promoted will be compensated according to Article X, Section B of this manual after assuming the full responsibilities and duties of the higher position for more than twenty (20) working days. By the conclusion of six (6) months, the employee shall either be returned to their original position or an extension must be granted by the City Administrator.

Section B. Full-Time, Part-Time, and Temporary Employees

Full-time employees shall be paid a bi-weekly or hourly rate for all hours worked. All full-time employees: (1) are eligible for group health insurance, group life insurance, and group accidental death and dismemberment coverage under the City's group policies; and (2) are eligible for pay adjustments as specified for all employees.

Part-time employees are regularly scheduled to work less than thirty (30) hours per week and are eligible for pay adjustments as specified for all employees. Part-time employees are not eligible for healthcare benefits.

A temporary employee is any employee hired to work on a temporary basis (such as a seasonal employee or as a replacement for an employee on leave of absence), regardless of the number of hours worked per week. Temporary employees do not receive benefits but are eligible for market pay adjustments as specified for all employees. Temporary employees may be dismissed at any time without right of appeal as provided herein for regular employees.

Student/Intern Appointments - The purpose of an internship is to help students gain practical experience, become acquainted with professionals in their field of interest, and develop an understanding of professional responsibilities and effective working relationships. Interns may be assigned to one department or be on a rotational assignment to several departments where they are provided with specific job assignments. Interns may be paid or unpaid. Hours for interns are flexible, depending on the intern's needs, but may not exceed fifteen hundred (1,500) hours in any consecutive twelve (12)-month period.

School Patrol - School Patrol Officers are employed in the Police Department to provide traffic control for schools during a school academic year.

Article IX – Probationary Period

Section A. Policy

The probationary period is an integral part of the City's evaluation process and shall be utilized by the Department Director and supervisor as an opportunity to observe the probationary employee's work, to train, to aid the probationary employee in adjusting to the position, and to dismiss any probationary employee whose performance or attendance fails to meet acceptable standards.

Section B. Duration of New-Hire Probation

All new full-time employees will be in a probationary status for twelve (12) months from the date of hire, unless extended for cause.

Section C. Evaluation and Completion of Probation

The supervisor will evaluate the performance of the probationary employee at six (6) and twelve (12) month intervals and annually thereafter. Additional evaluations may be completed prior to these intervals if necessary to address performance problems. If the performance evaluation is less than "Effective," the probation may be extended for up to six (6) additional months, or the employee may be dismissed.

Section D. Dismissal of Probationary Employee

At any time during or upon the conclusion of the probationary period, an employee may be dismissed by the employee's respective Department Director with or without cause and with no right to appeal as provided for regular employees herein.

Section E. Transferred or Promoted Employees

A current employee of the City shall be placed in probationary status for up to six (6) months (up to twelve (12) months if to a sworn position in either the Police Department or the Fire Department) from the time of a transfer or promotion to determine if the employee is qualified for the new position. If performance is not satisfactory in the new position, then the employee may again be transferred if a position for which the employee is qualified is available. The City makes no guarantee that a position will be available for such employee. The probationary status shall not deprive the employee of any benefits that would have been received had the employee not been placed on probation (provided the employee successfully completed the initial probationary period from the first date of hire).

Article X – Compensation Plan

Section A. Policy

The City shall provide, according to its financial ability, a fair and equitable compensation program for all employees that, at the same time, recognizes the need to be accountable for the use of public funds. The City's compensation plan is based upon prevailing wage rates, economic conditions, and labor market influences. The City administers a compensation program designed to attract and retain the best qualified talent possible, and to motivate and reward individual performance.

Section B. Administration of the Compensation Plan

The Human Resources Director, under the direction of the City Administrator, shall administer the City's compensation plan.

Plan for salary and wage administration:

1) All starting salaries for new hires shall be a joint decision of the respective Department Director and the Human Resources Director, subject to the approval of the City Administrator.

2) The minimum of the salary range for the position classification is for beginners with little to no experience.

3) Any starting salary above the first quartile shall require approval from the City Administrator.

4) Starting salary shall be documented in a letter of confirmation and acceptance of job offer to the future employee from the Human Resources Director or the City Administrator.

5) Depending upon annual salary budget guidelines, and other economic factors, regular employees shall be evaluated for merit-based salary adjustments annually. The individual employee's performance, attendance record, and efforts for self-improvement shall be factors in determining the adjustment of salary within the salary scale.

6) When an employee in one classification is promoted to a position in another classification, then the rate of pay upon promotion shall be based upon the following: <u>A minimum of 5% of employee's current pay will be applied.</u>

7) In the case of disciplinary demotion, the employee's rate of pay shall be reduced by 7.5% for the first lower grade plus 2.5% for each additional grade, but in no case shall the employee's salary be lower than the minimum nor greater than the maximum rate

of the new salary range. For voluntary demotion, the employee's salary will be set at the rate earned prior to the promotion, plus any applicable pay adjustments.

8) Occasionally there may be compelling reasons to grant salary increases for reasons other than performance or promotion. Such reasons may be based on labor market conditions or to correct identified salary inequities. Any such salary adjustments will be treated as an exception to policy and must be approved by the City Administrator.

9) In no case shall an employee's base pay be less than the minimum or more than the maximum for their current pay grade.

Section C. Adoption or Rejection of the Compensation Plan

The Human Resources Director, under the direction of the City Administrator, shall develop a uniform and equitable compensation plan consisting of a minimum, midpoint, and maximum range of pay for each class of positions. Salary ranges for each class shall be coordinated with the position classification plan and shall be based upon the ranges of pay for other classes, requisite qualifications, general rates of pay for comparable work in public and private employment in the area, cost of living data, maintenance of other benefits received by employees, the financial policy of the City, and other economic considerations. The compensation plan shall then be submitted to the Board of Mayor and Aldermen for adoption.

The compensation plan may be amended from time to time, as circumstances require, in accordance with the above provisions and approval of the Board of Mayor and Aldermen.

Section D. Payroll Processing

The City processes payroll on a biweekly basis. Pay stubs will be available online on the Friday following the end of each two-week pay period. Any required corrections identified after the payroll has been processed will be made on the next biweekly payroll. Non-exempt employees are required to approve their time cards at the end of each pay period. Supervisors must approve employee time cards by the required time and date requested by the Finance Department.

Section E. Direct Deposit

Direct Deposit is mandatory for all employees and retirees.

Section F. Overtime

Non-exempt employees required to work overtime will be paid for such overtime. Except for shift personnel of the Fire Department, overtime shall be computed on the basis of one and one-half (1½) times the regular rate of pay for the hours worked in excess of forty (40) hours per week. For shift personnel of the Fire Department, overtime shall be computed on the basis of one and one-half (1½) times the regular rate of pay for the hours worked in excess of two hundred sixteen (216) hours per twenty-eight (28)-day period. The 40 or 216 hours, as the case may be,

must be actual hours worked and shall not include sick and vacation leave. Paid holidays shall be counted as actual hours worked for the purpose of overtime calculations.

Section G. On-Call; Emergency Call-Outs

By the nature of work performed, certain departments may require employees to be on call outside of normal work hours to respond to emergencies or other immediate service requests. Each department may design its own on-call system/schedule that best fits the needs of the department. In accordance with the Fair Labor Standards Act, employees are not compensated for being in an on-call status unless the requirements placed on an employee while on call are so restrictive that the employee cannot reasonably use the time for personal benefit. Exempt and non-exempt employees may be compensated if they are on call.

If a non-exempt employee is called back to work for an emergency after the normal work shift has ended and after the employee has left the work premises, then compensation for the extra hours worked shall be at a rate of one and one-half (1½) times the regular rate of pay. A callback is not an extension of regular duty hours or prearranged scheduled overtime by the employee's supervisor, or scheduled training or meetings. No less than two (2) hours shall be granted for such time in a single day. In the event an employee is called back to work more than once in a day, there must be a break of two hours between the end of one call and the beginning of the next. If there is not a break of two hours, then the time will be counted from the first call.

Section H. Holiday Pay

Employees working on rotating shifts or in emergency response may be required to work holidays. These employees (including those that are FLSA exempt) required to work the holiday will receive regular pay and holiday pay. If these employees are in an overtime status, they will receive time and half pay if they physically work all hours. However, in no event will the employee be paid at one and a half (1½) times the straight time rate for more than the first eight (8) hours, or twelve (12) hours for uniformed Fire employees. Time worked on the holiday after the first eight (8) hours, or twelve (12) for uniformed Fire Personnel on shift, will be paid at the regular straight time rate. Police Officers and others on an approved ten (10) hour shift will be paid ten (10) hours of holiday pay. Part-time employees will receive five hours of holiday pay if they work at least one day during the week in which the holiday falls.

Holidays that occur on a regular day off of a rotating shift employee will be paid at the straight time rate of pay for eight (8) hours, or twelve (12) hours for uniformed Fire employees. Employees may not float holidays.

Holidays that fall in the middle of periods of paid sick or vacation leave will be charged as holidays**.** Employees are not paid for holidays while on terminal leave, leave without pay, suspension without pay, or workers' compensation.

Active employees will be paid for the holiday. Employees who are on disciplinary suspension or administrative leave without pay before or after the holiday will not be eligible for holiday pay.

See Article XVII, Section A for a list of the City-observed holidays.

Section I. Service Recognition

The City Administrator will determine how the City acknowledges years of service.

Section J. Terminal Pay

Employees who are eligible for retirement may be paid for unused sick leave allowance as of the effective date of retirement (at the employee's regular straight time rate of pay in effect as of the date of retirement) up to a maximum of one hundred twenty (120) sick days plus any accrued vacation leave, or they may be granted an equal amount of paid terminal leave in pay-period increments immediately preceding retirement at the employee's choosing. Only retiring employees are entitled to compensation for unused sick leave.

All terminal pay shall be paid at the employee's regular rate of pay at the time of termination from the City. Terminal pay shall be paid lump sum on or by the regular payday for the pay period during which the employee separates from the City. Any request to pay terminal pay other than lump sum must be approved by the Human Resources Director and City Administrator.

Article XI – Promotions

Section A. Policy and Procedures

It is the policy of the City of Franklin to hire employees for entry level positions, to provide training and development for employees, when necessary, and to offer employees promotions to higher level positions when deemed appropriate. The employee must have both a satisfactory performance record and no adverse disciplinary actions during the twelve (12) months immediately preceding the closing date for application submittal.

The Human Resources Director will certify the names of the top three (3) qualified candidates ranked highest on the appropriate promotion list. When more than one vacancy is to be filled, two names for each additional vacancy shall be added to the list. (Two (2) vacancies = five (5) names; three (3) vacancies = seven (7) names.) The Department Director shall then fill the position(s) from among those candidates available in this highest qualified rating. The Department Director is not obligated to select in rank order nor to justify the reasons for the selection.

Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation. Promotions will be made to vacant, budgeted, and/or authorized positions.

All promotional appointments shall be for a six (6) month probationary period. During the probationary period, the employee may be rejected at any time without charges, right of appeal, and hearing when, in the judgment of the Department Director, the quality of the employee's work is not such as to merit continuation in the position.

An employee rejected during the probationary period from a position to which he/she has been promoted or who voluntarily requests to be reinstated to a position in the same class from which they were promoted may be reinstated to a position in the class from which he/she was promoted unless he/she is discharged as provided in these Rules and provided that such a position is available. The employee shall be reduced to the rate of pay in effect immediately prior to the promotion.

Section B. Promotional Eligibility

Eligibility will be determined by the job requirements in the job description.

Section C. Promotion Without Examination

In exceptional cases, the City Administrator may authorize the promotion without competition of an eligible employee upon receipt of a written statement from the Department Director showing that the duties performed by the employee nominated are natural preparation for the higher position, that such employee is entitled to promotion by reason of service and effective performance, and that no other employee of the department meets the foregoing conditions.

In the event the Human Resources Director determines that the number of employees qualified and/or interested to compete in a promotional examination is no more than two (2), he/she, without further examination, may certify as eligible for promotion the names of these persons qualified to the Department Director. The Department Director may then select any eligible employee who has been certified in this way.

Article XII – Performance Evaluation Program

The performance appraisal is a systematic method of evaluating and strengthening employee performance. Supervisors shall review and discuss with employees any performance or conduct issues that need improvement. Together the supervisor and the employee shall develop goals to improve job skills and enhance job performance. A performance evaluation shall be conducted for all employees, both full-time and part-time, at least once each fiscal year. Newly hired probationary or promoted City employees shall receive evaluations at six (6) months and at the end of their probationary period. Once the probationary period has ended, supervisors shall evaluate their employees along with the regular evaluation period. The Department Director has discretionary authority to conduct other evaluations during the year, as may be necessary, due to repeated problems in an employee's job performance, promotional considerations, lay-offs, or other circumstances that may warrant a special evaluation.

Performance evaluations may be used in conjunction with a merit-based rate-of-pay adjustment to be implemented in July of each year, if approved by the City Board of Mayor and Aldermen. All merit-based pay raises shall be preceded by and be based upon a completed performance evaluation. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that the employee has been made aware of it. Employees may include comments to their evaluation.

If an employee scores at or below the determined minimum score, they are placed on a three (3) month probationary period and are re-evaluated at the end of that time period. The employee will not be eligible to apply for any openings or promotions during this probationary period. Specific written expectations must be given to the employee as to how the performance must improve. If performance does not improve, termination may result.

An employee who feels their performance appraisal is not correct shall have the right to appeal the appraisal to the City Administrator through the Human Resources Director. The appeal shall be submitted to the Human Resources Director within ten (10) City business days from the date the employee receives the evaluation in the online evaluation system. The City Administrator will make the final decision regarding the performance appraisal rating. Ratings cannot be grieved under the City's grievance policy.

All evaluations become part of the City's official personnel file for that employee. Individual performance evaluations are subject to the Tennessee open records law.

Article XIII – Employee Development and Training

Section A. Employee Development and Training

Both the City of Franklin and employees benefit when employees are well trained. Training employees within each department unit leads to improved organizational development, increased productivity, and enhanced service. This is generally accomplished best through on-the-job or in-service training with occasional or mandated specialized offsite training. Training opportunities will be provided uniformly, equally, and fairly. If an employee does not attend a required training, they are subject to disciplinary action up to termination.

Section B. Safety Education and Training

All employees are required to take every precaution in the prevention of accidents to themselves, other employees, and the public. The Human Resources Department shall have the basic responsibility for coordinating a program of safety education and training. Offered trainings include, but are not limited to, drug and alcohol, bloodborne pathogens, civil treatment, confined space, distracted driving, and CPR/First Aid.

The City of Franklin Safety Manual governs safety procedures and policies.

Section C. Specialized Training

All full-time employees of the City of Franklin and certain probationary employees (for example, critical response positions) are eligible for job-related, specialized training assignments upon approval of the Department Director within departmental budget constraints. All out-of-state travel and training must be approved in accordance with the Travel Policy (Appendix O).

Attendance at outside training shall follow the Fair Labor Standards rules. If training ends before the normal work shift, the employee must return to the work site. If the training is not required, leave with pay may be authorized by the Department Director.

Each employee on assignment to specialized training shall maintain satisfactory performance in the prescribed course of study.

The department will pay all training costs, including necessary and required tuition, books, and expenses. However, such expenses will be paid no more than twice for any required course. Should the employee fail a mandatory examination twice, the employee desiring to take the course and/or examination again will bear the cost of the training and will attend on his/her time, utilizing vacation leave or leave without pay. Employees must successfully complete the Police Academy or Basic Firefighter Academy on the initial attempt. Failure in these programs will result in immediate termination of the probationary employee.

Article XIV – Disciplinary Actions

Section A. Application

This Article applies to all regular City employees who have completed their respective probationary periods, with the exception of the City Administrator, who serves at the will and pleasure of the Board as described in Article XVI of the City Charter.

Employees included in the Leadership Team, as defined in Article II of this Manual, are held to a higher standard than other employees for conduct and performance. Because of this, progressive discipline may not be applicable. The Leadership Team consists of employees in positions of high responsibility who understand that inappropriate conduct and/or unsatisfactory performance may result in more severe discipline (up to and including termination on a first offense) than would be imposed on employees not a part of the Leadership Team.

Section B. Policy

A Department Director, with the review of the Human Resources Director and the approval of the Assistant City Administrator (if applicable) and the City Administrator, and in accordance with the provisions of this Article, may demote, dismiss, or suspend without pay for not more than ten (10) calendar days in any calendar year (except that suspensions may be extended pending any investigation and hearing) any employee for any one or more of, but not limited to, the following reasons.

1) Dishonesty, immoral conduct, insubordination, unsatisfactory performance of duties, failure to adhere to these Rules and Regulations or other written instructions, or any other action or inaction, whether on-duty or off-duty, that negatively reflects on the employee or the City of Franklin; any other willful failure on the part of the employee to conduct himself/herself properly; or any willful violation of the provisions of the Municipal Code, Human Resources Manual, or approved departmental guidelines.

2) Failure to adhere to the City's policy on discrimination, which shall include any act of harassment.

3) Drug abuse, refusal to participate in a City-approved rehabilitation program deemed needed by the City Administrator from substantiating evidence, or refusal to submit to pertinent testing in accordance with a City-approved drug and alcohol testing program.

4) An employment history with the City that demonstrates a consistent pattern of disciplinary and/or performance problems and a lack of corrective action by the employee, despite documented warnings and counseling efforts by the City to encourage improvement, so as to cause sufficient doubt as to whether continued employment is in the best interests of the individual and/or the City.

5) Any other act or failure to act as set out in these Rules and Regulations and the Personnel Ordinance, which, in the judgment of the City Administrator, is sufficient to show that the person is an unsuitable and unfit employee.

Section C. Disciplinary Guidelines

It is the policy of the City to utilize disciplinary action to correct job behavior and/or performance problems when justified for cause. Disciplinary action shall be remedial rather than punitive in nature whenever possible, with the organizational objective of directing and motivating employees to fully carry forth their work obligations to the City. Employees shall be informed of standards of conduct and performance. These Rules and Regulations shall be fairly and consistently applied considering the seriousness of the infraction, mitigating circumstances, previous work record, and other relevant criteria.

In order for disciplinary action to be documented, it must be filed in the Human Resources Department.

Any supervisor may take corrective action by orally counseling employees as necessary. This action may be taken in an effort to correct a situation that, if uncorrected, may require more serious disciplinary action. In most instances, counseling notices should be written by the employee's immediate supervisor and must be concurred by the Department Director.

Disciplinary action is the basic responsibility of the Department Director, and all supervisors are expected to follow the chain of command in providing notification of possible violation of these rules to the Department Director, Assistant City Administrator, and/or City Administrator. Furthermore, supervisors are expected to participate in the disciplinary process, which may include recommending a departmental hearing, attending such hearing, and providing input into the final outcome. It is a dimension of performance evaluation and employee development extended to help the employee develop knowledge, skills, and abilities.

An employee may not be disciplined for any of the following reasons:

- Conditions controlled by equal opportunity laws, such as race, religion, national origin, sex, disability, veteran's status, age, or any other legally protected status, including filing a complaint with the Equal Employment Opportunity Commission or Tennessee Human Rights Commission,
- Reporting occupational health of safety violations,
- Refusing to perform an unusual work assignment that the employee believes is hazardous or even life-threatening, or
- Refusing to perform an act that is in clear violation of the law.

Corrective Actions:

1) <u>Oral Reprimand</u> - Oral notification to an employee by the employee's supervisor of performance or conduct that does not meet job expectations. This notification shall include an explanation of the proper performance or conduct expected and a warning that continued activity shall result in additional disciplinary action. An Oral Reprimand shall be documented in the employee's personnel file in the Human

Resources department. An Oral Reprimand may be issued without a departmental hearing.

2) Counseling Letter - A formal notification to an employee by the employee's supervisor detailing performance or conduct that does not meet job expectations, including an explanation of the proper performance or conduct expected, and a warning that continued activity shall result in additional disciplinary action. A Counseling Letter may include reinstatement of probationary status for a period of time of up to six (6) months, which may be extended as necessary. A copy of this notification shall be forwarded to the Human Resources Department for inclusion in the City's official personnel file for that employee. A Counseling Letter may be issued without a departmental hearing.

3) Disciplinary Probation - In addition to, or in lieu of, a warning letter, suspension, or demotion, or other disciplinary sanctions, as found in Section 8 of this Rule, Department Directors may determine that an employee should be placed into a disciplinary probationary period. Disciplinary Probation is for a maximum period of twelve (12) months. During a disciplinary probation period, an employee is placed on notice that his/her conduct and work performance will be more carefully scrutinized by supervisory personnel in the chain of command, and that further disciplinary action for the same or similar infractions will be more severe. While an employee is in a disciplinary probationary period, he/she will not be considered for promotional opportunities. Disciplinary Probation may be issued without a departmental hearing or may be issued in conjunction with other discipline after a departmental hearing.

The normal progression of discipline, excluding the Leadership Team, shall be as follows:

1) Written Reprimand - In situations where an oral warning and/or counseling letter has not resulted in the expected improvement, or when more severe initial action is warranted, the Department Director may issue an official written reprimand. The reprimand should be initiated as soon after the incident as is responsibly possible, but only after the departmental hearing. This letter will contain a specific statement of the charges. A copy of the reprimand shall be forwarded to the Human Resources Department for inclusion in the City's official personnel file for that employee.

2) Suspension Pending Investigation and/or Hearing - Suspension pending investigation and/or hearing is an action taken by the City Administrator and Department Director when it is determined that removal of the employee from work is in the best interests of the public and/or the City because the employee is deemed to pose a danger to the supervisor, the employer, or others or is causing significant disruption in the workplace. Such suspension shall be made with pay unless otherwise authorized by the City Administrator and shall not exceed thirty (30) calendar days. However, extensions to this 30-day period may be made by the City Administrator on the basis of extenuating circumstances, for example, pending adjudication in the Court system

for a crime. Whenever there is a suspension without pay, the Human Resources Department shall immediately notify Payroll in writing to stop the pay. During suspension pending investigation, no retirement benefits shall accrue. If the suspension leads to disciplinary action that results in termination, then the days during which the employee was suspended shall not be counted towards retirement benefits. If no disciplinary action is taken, or disciplinary action is taken short of termination, then the time for which the employee was suspended shall be restored and shall be counted towards retirement benefits. The investigation may be conducted in-house or by an agency outside the City, at the joint decision by the Human Resources Director and the City Administrator. At the conclusion of thirty (30) calendar days, if adjudication is pending or the internal investigation remains active, the City Administrator may extend the suspension. Upon completion of the investigation, a departmental hearing shall be held. At the conclusion of the investigation and subsequent departmental hearing, an employee suspended without pay may be reimbursed for lost wages only at the discretion of the City Administrator.

3) Suspension – A Department Director may suspend an employee in the Classified Service without pay for any length of time considered appropriate, up to, but not to exceed, five (5) working days (three (3) working days for Uniformed Fire Personnel) for any specific offense after a departmental hearing is conducted. No more than one (1) suspension for any similar offense shall be allowed in a one (1)-year time period. Total suspension time for disciplinary measures shall not exceed an accumulation of ten (10) working days (six (6) working days for Uniformed Fire Personnel) during the year for violations of any rules. The suspension should be initiated as soon after the incident as is reasonably possible, but only after a departmental hearing. The employee will receive written notification of the suspension, at least twenty-four (24) hours before the suspension becomes effective. A copy of the suspension will be placed in the City's official personnel file for that employee.

4) Demotion - Demotion is an appropriate disciplinary action when the employee has committed a serious offense and management has lost confidence in the employee's ability to function effectively in the current position, but he believes the employee can contribute positively in a less responsible position. A demotion will always result in a reduction of pay in accordance with Article X, Section B. The demotion will be initiated only after a departmental hearing, and a copy of the notice of demotion will remain permanently in the employee's personnel file.

5) Other Disciplinary Sanctions - The primary focus of discipline is to correct behavior. There may be occasions when disciplinary actions other than, or in addition to, a written reprimand, suspension, demotion, and/or disciplinary probation may be appropriate to bring about the necessary changes in behavior. Examples of these actions include, but are not limited to: referral to the Employee Assistance Program (see Article XXI, Section W); mandatory remedial training, such as driver's education, safety or supervisory training, suspending driving privileges. Sanctions may only be initiated after a departmental hearing or investigation for cause and reviewed by the Human Resources Director and approved by the City Administrator.

6) Dismissal - A Department Director may dismiss an employee for just cause. The dismissal should be initiated as soon after the incident as is reasonably possible, but only after a departmental hearing. The Department Director's decision to dismiss will be in writing and will specify the penalty and reasons for the decision and must be reviewed by the Human Resources Director and approved by the City Administrator. The letter will contain a statement that the Human Resources Department is responsible for contacting the employee regarding the status of fringe retirement benefits. A copy will be placed permanently in the employee's Personnel file.

However, there are offenses that are of such a severe or a serious nature that the normal progression of discipline will not be followed. Based on the severity of the first offense, disciplinary action can be started at steps other than the Oral Reprimand step.

The guidelines listed below are provided for use by Department Directors in determining the appropriate level of discipline for various types of misconduct. The examples given are not intended to be all-inclusive nor are they intended to be mandatory or limiting the Department Director's discretion or authority to discipline employees. The Department Director shall consider the employee's previous work record and any mitigating circumstances that may be ascertained during the disciplinary investigation. This list may not apply to the Leadership Team.

1) First Group Offenses - include those types of behavior that are the least severe in nature, but which require corrective action in the interest of maintaining a productive and well-managed work force. Initial corrective action for these infractions would normally be an Oral Reprimand or Counseling Letter. If the condition is not corrected, the employee shall be subject to increasing levels of progressive discipline. First Group Offenses include, but are not limited to, the following:

   - Unsatisfactory attendance or excessive tardiness
   - Abuse of City time
   - Obscene or abusive language
   - Inadequate or unsatisfactory performance
   - Failure to process Approval of Outside Employment Form (see Appendix J)
   - Failure to comply with the Human Resources manual, appendix to the manual, and approved departmental policies, except as otherwise specified herein

2) Second Group Offenses - include acts and behaviors that are more severe in nature than First Group Offenses. Initial corrective action for these offenses would normally consist of a Written Reprimand, Suspension, or Demotion. Subsequent infractions of this type should result in more severe disciplinary action, depending upon the circumstances surrounding the infraction. Second Group Offenses include, but are not limited to, the following:

- Insubordination, which is defined as failure by an employee to follow a supervisor's directive, perform assigned work, or otherwise comply with applicable written policies or procedures.
- Harassment of any type, including sexual harassment or any other inappropriate behavior.
- Neglect of duty, carelessness, or negligence in the use of City property.
- Disgraceful personal conduct or profane, abusive, or threatening language toward the public, supervisors, or fellow employees while on duty.
- Use of City equipment for personal advantage.
- Violation of safety rules or Tennessee traffic laws while driving a City vehicle.
- Failure to report an accident involving City Property (including a City vehicle) regardless of the amount of damage.
- Failure to personally notify the supervisor within one (1) working day of notification by the courts or Department of Motor Vehicles when the employee's driver's license and driving privileges have been suspended, revoked, or restricted for any reason, or having been cited by a law enforcement agency for DUI or a vehicle accident involving loss of life or serious bodily injury whether such occurred on or off duty; loss of an employee's driver's license and driving privileges by due process of law when the operation of a motor vehicle is required by the employee's job description.
- Failure to personally notify the supervisor within one (1) working day of any arrest.
- Unauthorized absences or use of leave privileges.
- Violation of any lawful or reasonable regulation, order, or directive made or given by a supervisor, Department Director, Assistant City Administrator, or City Administrator.
- Gambling on City property or during work hours.
- Failure to report to work without proper notice to the appropriate supervisor.
- Unauthorized use or misuse of City property, equipment, technology, or records.
- Knowingly making false or malicious statements that harm or destroy the reputation, authority, or official standing of a City employee or official.
- Employee misconduct such as any action or inaction, whether on-duty or off-duty, that negatively reflects on the employee or the City of Franklin.

3) Third Group Offenses - includes acts and behavior of such a serious nature that a first occurrence normally warrants dismissal. Third Group Offenses include, but are not limited to, the following:

- Possession or use of alcohol or the illegal possession or use of controlled substances while on duty, unless in the performance of duties.
- Reporting to work when physical or mental ability is impaired by alcohol or the unlawful use of a controlled substance.
- The theft or deliberate destruction of City-owned or controlled property, including supplies, inventory (including criminal evidence and lost & found items), materials, fuel or fuel products, tools, machinery, or equipment.

- Willfully falsifying, damaging, or the theft of City or employee records including vouchers, reports, insurance claims, leave and time reports, and employment applications.
- Failure to report within two (2) business days to the employee's Department Director, Assistant City Administrator (if applicable), and to the City Administrator the employee's receipt from any local, state, or federal regulatory agency of an administrative complaint, warning, or other written notice of violation or non-compliance with applicable law or regulations concerning employee's work for the City.
- Unsatisfactory employment or Personnel record, as evidenced by reference/record check, of such nature as to demonstrate unsuitability for employment.
- Political pressure or bribery to receive an advantage or appointment, or to influence a City employee in his/her duties.
- Directly or indirectly obtaining or supplying information regarding examinations to which, as an applicant, he/she is not entitled.
- Threatening other employees or acts of physical violence or fighting while on duty, while representing the City, or on City property.
- Unauthorized sleeping during work hours.
- Unauthorized possession or use of firearms, dangerous weapons, or explosives.
- Participation in any kind of work slow-down, sit-down, or similar concerted interference with City operations.
- Disorderly or immoral conduct, a misdemeanor involving moral turpitude, or the conviction of a felony while in the employment of the City, or other acts, occurring either on or off-duty, that are of such a nature that to continue the employee in the current capacity could constitute negligence in regard to the City's duties to the public or other employees or negatively impact the City's ability to meet its obligations.
- Accepting gifts, favors, or services that might reasonably tend to improperly influence an employee in the discharge of official duties or give the appearance of such undue influence.
- Use of official position or authority for personal profit or political advantage such as participating in political activities while on duty and/or using City resources on or off duty while participating in political activities.
- Insubordination that constitutes a serious breach of discipline or shows a disregard for safety.

4) Multiple offenses may result in the following disciplinary action:
    - Exceeding three (3) written reprimands within a twelve (12)-month time period may result in a three (3)-day suspension without pay.
    - More than one (1) suspension for any similar offense within a twelve (12)-month time period may result in termination.
    - Being suspended without pay for more than ten (10) working days within a twelve (12)-month time period may result in termination.

All disciplinary action shall be supported by evidence strong enough to bear the burden of proof of just cause for such disciplinary action upon review by the Human Resources Director and Assistant City Administrator (if applicable) and approval of the City Administrator.

Unless the work infractions are of a similar recurring nature or are of such a serious nature as to warrant consideration regardless of when they occurred, infractions should not be counted against an employee for progressive discipline purposes that extend beyond a two (2)-year period.

In addition to the loss of pay resulting from disciplinary suspensions, other forms of discipline that may be invoked include denial of annual merit increases and demotion in pay grade, rank, and salary.

These procedures are designed to be utilized strictly as guidelines, and it is expected that Department Directors shall use their individual discretion when applying and/or recommending discipline. These guidelines are not in any way designed to restrict the Department Director from using judgment based on factual findings and consistent in handling previous disciplinary matters.

Section D. Departmental Hearing

Except in the case of suspension pending investigation and/or hearing, all disciplinary actions that are noted above as requiring a departmental hearing shall be taken only after the employee (excluding the City Administrator who works at the pleasure of the Board) has had a hearing conducted by the Department Director or City Administrator if the employee is a Department Director or Assistant City Administrator. The written notice of such hearing must be personally delivered to the employee at least two (2) City business days before the hearing date. In those instances where the employee cannot be personally contacted, a registered letter will be mailed to the employee's last known address. The same time limitations shall suffice. This notice shall contain a statement of the charges and the time, date, and location of the hearing and the employee's hearing rights. At the hearing, the employee may present testimony, personally, and of others, present/give evidence, and cross-examine witnesses. Attorneys are not permitted to participate on behalf of either party. However, attorneys may be available for consultation by either party outside the room where the hearing is being conducted. The Department Director or City Administrator will render a written decision no later than ten (10) working days after the conclusion of the hearing, with copies to the Human Resources Director, Assistant City Administrator (if applicable), and City Administrator. The Department Director or designee shall personally deliver a copy of the decision to the employee. If the employee is unavailable or in unusual circumstances, the disciplinary action letter may be sent to the employee by certified, registered mail. All disciplinary action is subject to the review of the Human Resources Director and approval of the Assistant City Administrator (if applicable) and of the City Administrator.

An employee may choose to waive their right to a disciplinary hearing. A written waiver must be submitted to the Human Resources Director by the close of business the day prior to the hearing. The Human Resources Director will notify the appropriate Department Director or City Administrator of the waiver. If the Departmental Hearing is waived, then the Department Director (or City Administrator if the employee is a Department Director or Assistant City Administrator) will make their decision based on the information gathered and/or received prior to the hearing.

In waiving their right to a disciplinary hearing, the employee also waives their right to appeal any disciplinary action issued by the Department Director or City Administrator for the infraction. Should an employee not submit a written waiver for the hearing and not attend the hearing, then the lack of attendance will be considered as a waiver. If an employee does not attend the hearing, then the resulting discipline cannot be appealed.

For more information regarding Hearings, see Appendix S.

Section E. Appeals

The purpose of an appeal is to provide the basis for making a determination of whether the discipline issued to the employee was reasonable under the circumstances. Any regular employee who has received disciplinary action following a Departmental Hearing shall have the right to appeal the decision (except in those instances where the right of appeal is specifically denied by the Municipal Code) by making a written request, to be submitted to the Human Resources Director within five (5) City business days after receiving official notification of disciplinary action.

1) Upon receiving the request for an appeal, the Human Resources Director shall set the date, time, and location for an appeal, and shall notify the employee, the Supervisor, the Department Director, the Assistant City Administrator (if applicable), and the City Administrator of this information. The hearing shall be set for a date that is not less than five (5) City business days from the date of notification. Any changes to date or time shall be approved by the Human Resources Director.

2) The Human Resources Director will appoint a neutral third party (arbitrator) to be the final decision-maker.

3) Upon receipt of the appeal, the Human Resources Director shall immediately forward in its entirety: (a.) a copy of the alleged action, (b.) all previous dispositions, and (c.) all prior paperwork in connection with the disciplinary action, including statements and previously related disciplinary actions to the arbitrator for their consideration.

4) The employee's personal attorney may be present at the hearing or the employee may have a Human Resources representative present. The City Administrator may request the City Attorney to attend the hearing in order to serve on behalf of the City. The hearing shall be audiotape recorded and/or a court reporter shall transcribe the hearing. The appealing employee shall be responsible for his/her own expenses for attorney fees.

5) During review of the disciplinary action, the City Administrator, City Attorney, and Arbitrator shall have the right of subpoena, to examine witnesses under oath, to compel the attendance of City employees/witnesses, and to require the production of evidence by subpoena in accordance with the Municipal Code. Employees are required to inform Human Resources of their witnesses at least five (5) days prior to

the appeal hearing. City employees who are called as witnesses are obligated to attend the appeal hearing and to be truthful in their responses.

6) Within ten (10) City business days of the conclusion of the hearing, the arbitrator shall render a written decision to the employee, the employee's Department Director, Assistant City Administrator, and the Human Resources Director.

7) The arbitrator's decision shall be final and binding, subject only to such judicial relief as may be provided under state or federal law.

8) The arbitrator may revoke, modify, or sustain the disciplinary action being appealed.

9) The action being appealed may be resolved at any step by mutual concurrence of both parties. Copies of all settlement agreements shall be in writing and provided to the employee, City Administrator, City Attorney, and the Human Resources Director and all parties involved for permanent file.

Section F. Reimbursement of Lost Wages

If at the conclusion of the appeal process an employee is found to have received discipline without sufficient or adequate cause or merit, then that employee shall be reinstated effective immediately to the same position held prior to the discipline. In such a case, if the employee was suspended without pay pending the results of the appeals hearing, then that employee shall be reimbursed for all lost wages for the hours of work for which the employee would have been otherwise normally scheduled, and all benefits, leave time, etc., shall be reinstated/reimbursed.

Article XV – Non-Disciplinary Transfers, Demotions, Separations, and Reinstatements

Section A. Transfers

A transfer is a lateral movement of an employee from one position to another at relatively the same pay range between positions of the same class or a different class. Transfers may be made within a department or between departments. A transfer is not the assignment of an employee from one shift to another without a change in duties or job title. Transfers may be made as a result of the following:

1) Layoff
2) Abolishment of a position
3) Further training and development of an employee in another position that would be beneficial to the future staffing needs of the City
4) To provide accommodation for a disability
5) Other reasons determined to be justifiable by the Department Director, Human Resources Director, and City Administrator

To be transferred, an employee must meet the minimum qualifications for the position and the move must be in the best interests of the City. Regular employees who are transferred at their own request shall serve a probationary period of six (6) months. Regular employees who are transferred at management's discretion shall not be subject to an additional probationary period.

Section B. Demotions (Non-Disciplinary)

A Department Director may demote an employee in the Classified Service to a position of lower grade in which the employee meets the minimum qualifications for any of the following reasons:

1) Because the employee's current position is being abolished and the employee would otherwise be laid off.

2) Because another employee returning from authorized leave will occupy the position to which the employee is temporarily assigned.

3) The employee does not possess the necessary qualifications to render satisfactory service in the position they hold.

4) The employee voluntarily requests such demotion.

When an employee is demoted, the compensation shall be in accordance with Article X, Section B. All notices of demotion will be in writing, specifying the reasons for the demotion, and shall be placed in the employee's personnel file.

Section C. Types of Separation

Types of separation may include, but are not limited to the following:

Resignation - Any employee may resign from City service by presenting a letter of resignation to the Department Director. Any unauthorized absence from work by an employee for a period of three (3) consecutive working days (two (2) consecutive work shifts for shift personnel of the Fire Department) will be considered job abandonment and a voluntary and immediate resignation by that employee.

Disability – An employee may be separated from the City Service or demoted when it has been determined that the employee cannot continue to satisfactorily perform the essential duties of the position due to a physical or mental disability and no reasonable accommodation can be made. All determinations of physical or mental disability will be by a licensed, practicing medical doctor or medical doctors.

Retirement – When an employee meets the conditions as set forth in the Summary Plan Document, they may elect to retire and receive all benefits earned under the City's Retirement Program. Official notice of such intended action must be submitted by the employee in writing to the Human Resources Director within the prescribed time limits as set out in the Summary Plan Documents (see Appendix D or Appendix R). Retiring employees who qualify may be eligible for terminal leave (see Article X, Section J and Article XVIII, Section F).

Termination – Termination of regular employees shall be in accordance with Article XIV. Termination of probationary employees shall be in accordance with Article IX. Termination of temporary employees shall be in accordance with Article VIII, Section B.

Lay-offs - Nothing herein shall be construed as affecting the power of the Board of Mayor and Aldermen to abolish positions in the classification plan upon recommendation of the City Administrator as prescribed in Title 4, Chapter 1 of the Municipal Code. Employees transferred, demoted, or laid-off shall have the right of appeal and hearing in such cases. Seniority shall be observed in affecting such reduction in personnel, and the order of lay-off shall be in the reverse order of total cumulative time served in the Classified Service upon the effective date of the lay-off. Lay-offs shall be made within positions, and all provisional employees in the affected position or positions shall be laid-off prior to the lay-off of any employee. For the purpose of determining order of lay-off, total cumulative time shall include time served on military leave of absence (as stated in the Municipal Code Title 4, Chapter 2, Section 4-216).

Section D. Rehired Employees

A rehired employee shall be credited with prior accumulated service for retirement purposes only, provided the date of rehire is less than one (1) year from the official date of separation from the City payroll. For purposes of vacation, sick leave, promotional processes, and

other benefits, they shall be considered a new employee. Part-time employees' years of service do not count towards retirement.

A retired employee in pay status under the City Retirement Program at the time of retirement shall be permitted to return to service with the City temporarily and continue to be eligible to receive such benefits provided all the following conditions are met:

- During the calendar year, the retired employee shall not work more than nine hundred sixty (960) hours. Holidays are considered in the calculated hours.

- During the re-hire period, the full-time salary or wages payable to such retired employee shall not exceed an amount equal to the sum of sixty percent (60%) of the total full-time salary or wages received by the retired employee in the last full calendar year immediately prior to employment.

- The retired employee does not return to service until the expiration of at least sixty (60) calendar days from the retired employee's effective date of retirement unless the retired employee returns to service in a position wherein the retired employee renders no more than one-half (1/2) the time or hours the retired employee was scheduled to work prior to retirement and no other qualified persons are reasonably available to fill the position as determined by the City in its sole discretion.

- Should the period of return to service or the salary or wages exceed the limits specified above for any rehire period, any monthly annuity or other payment under the Plan shall be reduced for the following twelve (12)-month period by the greater of the following:

  a) Each hour worked in excess of the nine hundred sixty (960) hours per rehire period limitation shall result in the loss of one-twentieth (1/20) of the monthly annuity or other payment being made to the rehired employee; or

  b) Any compensation received in excess of the 60% of full-time salary or wages per rehire period limitation shall reduce the monthly annuity or other payment being made to the retired employee by the ratio that such compensation exceeds the limitation. The Plan shall have the right to obtain reimbursement for payments in excess.

- The retired employee will not accrue any additional Years of Credited Service during the retired employee's period of reemployment with the City.

Article XVI – Grievance and Appeals Procedure

Section A. Policy

It will be the policy of the City to provide a procedure for the presentation of grievances when circumstances of misunderstanding or disagreement arise involving employees. The grievance procedure set forth below is to assure employees that their problems and complaints shall be considered fairly, rapidly, and without reprisal.

Section B. Definition

A grievance is a dispute arising between employees and/or between an employee and the employee's supervisor and/or the employee's Department Director and/or the City relative to some aspect of employment, interpretation of regulations and policies, or some management decision affecting the employee. A grievance may arise from an employee's complaint about or disagreement with any of the following:

- Some aspect of employment and/or employment conditions, other than as excepted below;
- A relationship between the employee and the employee's supervisor and/or the employee's Department Director and/or the City;
- A relationship between the employee and other employees;
- The application or interpretation of regulations and/or policies;
- Management or administrative decisions or directives affecting the employee's health, safety, workplace, equipment, or material used; and
- Other related items, other than as excepted below.

A grievance may <u>not</u> arise from any of the following:

- Performance Evaluations
- Pay and/or other forms of compensation including employee fringe benefits, or changes thereto;
- Any disciplinary action; and
- Demotions, transfers, and lay-offs because of the abolishment of positions.

Section C. Grievance Procedure

The following procedure is to be followed to resolve an employee grievance. The purpose of the procedure is to determine what is fair and just, rather than who is right. The City encourages free and open discussion between employees and supervisors for effective communication and understanding pertaining to work-related matters.

The grievance may be resolved at any step in the procedure by mutual concurrence. Notation of any settlement shall be signed by all parties and forwarded to the Human Resources

Director. Throughout the grievance procedure, whenever a specific number of City business days are allowed to submit a grievance or to respond to a grievance finding, then the "business days" in question shall be those normal to the person responsible for the next action. The "business days" do not include days of vacation, sickness, suspension, scheduled days off, etc.

If a grievance develops, the following steps shall be taken:

1) The employee should discuss the matter with their supervisor as soon as the grievance develops. The supervisor shall make every reasonable effort to resolve the matter.

2) If the matter is not resolved, the employee shall submit in writing to the supervisor a complete statement as to what the employee feels the grievance to be and a suggested solution within five (5) City business days. A designated form shall be used for grievances. The forms may be obtained from the Department Director or the Human Resources Director. The supervisor or department director shall respond in writing within five (5) City business days of receiving the employee's written grievance. At this step and the following steps, copies of the grievance form (see Appendix B) and the response shall be forwarded immediately to the Human Resources Department.

3) If the supervisor or Department Director's response is not satisfactory to the employee, the employee may submit the grievance to the Human Resources Director within three (3) City business days of receiving the supervisor's response.

4) At any point, an employee may submit the grievance directly to the Human Resources Director.

5) The Human Resources Director shall obtain all information from the employee filing the grievance and their supervisor and/or other parties named in the grievance. The Human Resources Director will notify the appropriate Department Director that a grievance has been filed. The Human Resources Director will informally meet with the employee, the Department Director, and others as necessary to informally discuss the grievance and possible solutions. The Department Director shall provide the employee with a written response within five (5) City business days following such meeting. The Human Resources Director shall make a copy of the grievance and all responses thereto a part of the City's official personnel file for that employee. In the event a grievance is filed against a Department Director or Assistant City Administrator, or in the event any employee who reports, either directly or indirectly, to the Human Resources Director submits a written grievance, or in the event the Human Resources Director submits a written grievance, then no such informal discussion shall be held and the matter shall be forwarded to the City Administrator as an appeal of a grievance.

Section D. Appeals of Grievance

1) If the employee is not satisfied with the decision rendered by the Department Director, then the employee may, within five (5) City business days of receiving the

Department Director's determination, appeal that determination to the City Administrator and request a grievance hearing.

2) The City Administrator shall, within two (2) weeks of receiving the written appeal, set the date, time, and location for a grievance hearing, and shall notify the employee, the supervisor, the Department Director, the Assistant City Administrator (if applicable), and the Human Resources Director of this information. The grievance hearing shall be set for a date that is not less than five (5) City business days but not more than ten (10) City business days after the City Administrator notifies these individuals of the date.

3) The Human Resources Director has the authority to appoint a neutral third party (mediator) to be the final decision-maker in lieu of the City Administrator when it is determined that a neutral third party is in the best interests of the City.

4) It is the responsibility of the employee to appear at the scheduled grievance hearing. If the employee fails to appear and has no justifiable reason for failing to appear, then the appeal shall be dismissed.

5) The City Administrator or mediator shall have the authority to interview witnesses under oath, to compel the attendance of City employees, to require the production of information by employees, and to request attendance and production of information by non-employees. At a minimum, the persons to be interviewed by the City Administrator or mediator at the grievance hearing shall include the employee submitting the grievance and the employee's supervisor or other person whose action is being reviewed. The employee may provide a list of others whom the City Administrator or mediator may also interview to the extent the City Administrator deems it practical and/or necessary to do so.

6) The grievance hearing shall be recorded.

7) The City Administrator or mediator shall have ten (10) City business days from the conclusion of the hearing to render a decision. The decision shall be in writing and shall include the reasons for the decision. The City Administrator's or mediator's decision shall be final and binding in all cases, except that the decision may be appealed to a court of law of competent jurisdiction.

Article XVII – Leaves and Absences

Section A. Holidays

Holidays - The following days shall be declared official holidays for the Municipal Government employees and other such days as may be designated by the Board of Mayor and Aldermen:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25th
Bonus Christmas Day	The workday before or after Christmas Day

The City Administrator annually sets the date observed as the Bonus Christmas Day.

When a holiday falls on a Saturday, the Friday before the holiday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Floating holidays are not allowed.

Employees required to work when their scheduled shift falls on any City-observed holiday shall receive compensation in accordance with Article X, Section H of these Rules and Regulations.

Section B. Vacation Leave

All full-time employees of the City shall accrue vacation leave monthly. An employee must be in a paid status with the City for at least 50% of the month in order to accrue vacation leave for that month. Employees on sick leave, terminal leave, job-related disability/injury leave, layoff, leave without pay, absent without leave, or any combination of the above for more than 50% of the month will not accrue vacation leave time during that month. Employees on disciplinary suspension of one (1) or more days or suspension pending investigation or disciplinary hearing (unpaid) shall not be eligible to accrue vacation leave during the month of suspension. Employees may not borrow against future vacation leave before it is earned and accrued.

Vacation leave shall be accrued on the following basis unless otherwise designated by the City Administrator:

Years of Service	Vacation Hours Accrued per Month (40-hour employee)	Vacation Hours Accrued per Month (Uniformed Fire Employees)
0–3 years	6.67	10.00
4–6 years	10.00	15.00
7–9 years	12.00	18.00
10–14 years	14.00	21.00
15+ years	16.00	24.00

Vacation will be computed on the number of standard work hours in a week. For vacation leave purposes, the term "workday" as it applies in this section shall be computed on an eight (8)-hour basis for forty (40)-hour-per-week employees and twelve (12) hours for uniformed Fire employees on a twenty-eight (28)-day cycle.

Vacation leave shall not accrue until the end of the first full calendar month of employment or appointment. An employee starting to work at any time after the first working day of the calendar month shall not have accumulated vacation leave until the end of the following calendar month. For vacation leave purposes, rehired employees shall be considered as new employees.

Vacation leave, which is to be scheduled as far in advance as possible, may be used at the employee's discretion, provided the Department Director approves it. Department Directors may approve earned vacation leave if the operational requirements of the department can still be met despite the employee's absence. Exempt employees will not be required to take leave for less than one working day, except where FMLA is applicable. Employees should request time off using the timekeeping system.

Any vacation leave may be scheduled at the approving supervisor's discretion and in accordance with any approved departmental guidelines. Generally, vacation leave should not exceed ten (10) consecutive working days. However, under unusual or special circumstances, Department Directors may approve requests for more than ten (10) consecutive days of vacation after considering the following:

- Whether the vacation leave is being asked in lieu of sick leave, as maternity leave, or for military service beyond military leave.
- The effect of the employee's absence on the functioning and workload of the organization.
- The time needed by the employee to complete a special project or trip.
- The lapse in time from the employee's last extended vacation.

All employees are strongly encouraged to use vacation leave in the year in which it is earned. For internal control requirements, employees responsible for financial information or systems (Revenue Management, Finance, Purchasing, and department financial personnel (collections, payroll, payments, and purchasing)) must take at least five (5) consecutive workdays of leave each calendar year. The five (5) consecutive workdays may span more than one workweek and may include leave other than vacation for the workdays. Non-scheduled days (including weekends off, holidays off) may be within the five (5) consecutive workday period but

are not counted as workdays. This requirement begins with the first full calendar year of service following the end of the employee's one (1)-year probationary period. Any exceptions to this policy require written approval in advance of the end of the calendar year by the City Administrator.

Department Directors should ensure that work schedules allow employees to use vacation leave in a timely manner. However, full-time employees may carry forward from one calendar year to the next the maximum number of days that could be earned in the previous year. In the event an employee has a greater accumulation than the maximum entitlement at the end of any calendar year, the carry-forward amount will be reduced to the maximum, and the employee may roll into sick leave no more than five (5) excess days at the straight rate (forty (40) hours for all employees and sixty (60) hours for Fire Personnel on shift). Under no circumstances will active employees be paid or credited for more than these amounts.

Employees being separated from City service for any reason will be paid for their unused vacation leave. Payment will be figured at the straight time rate in effect on the termination date.

Section C. Personal Days

Full-times employees who are hired before July 1 will receive two (2) personal days per calendar year. If hired on or after July 1, full-time employees will receive one (1) personal day. Part-time employees will receive one (1) personal day per calendar year regardless of start date. Personal days must be taken in full-day increments with approval from supervisor. Personal days do not carry over and must be used in the calendar year. Unused personal days will not be paid out to any employee leaving City service.

Section D. Sick Leave

All active full-time employees shall accrue sick leave monthly up to an unlimited maximum number of working days. Sick leave shall not accrue until the end of the first full calendar month of employment. An employee starting to work after the first workday of the calendar month shall not have accumulated a day of sick leave until the end of the following calendar month. Employees may not borrow against future sick leave before it is earned and accrued. Sick leave taken that extends beyond earned sick leave credits shall be charged to vacation leave or to leave without pay.

Sick Leave shall accrue on the following basis:

Hours Scheduled to Work per Year	Sick Leave Accrued for Each Completed Month of Service	Annual Accrual Rate
2,080	8 hours	96 hours per year
2,808	12 hours	144 hours per year

An employee must be in a paid status with the City for at least 50% of the month in order to accrue sick leave for that month. Employees on sick leave, terminal leave, job-related disability/injury leave, layoff, leave without pay, or absent without leave for more than 50% of the month will not accrue sick leave time during that month. Employees on disciplinary suspension of one (1) or more days or suspension pending investigation for a disciplinary hearing (unpaid) shall not be eligible to accrue sick leave during the month of suspension.

Part-time employees are not eligible for the accrual of sick leave. For sick leave purposes, rehired employees shall be considered as new employees regardless of the reason(s) for separation.

The employee may use sick leave for the following purposes:

- for personal illness, non-occupational injury, or absence due to pregnancy, childbirth, or related medical conditions;
- for the illness of any members of the employee's immediate family (see Article II, definition of "Immediate Family");
- for personal doctor and dental appointments; and
- for doctor and dental appointments for any members of the employee's immediate family (see Article II, definition of "Immediate Family") whenever the employee must accompany that family member to that appointment.

Sick leave may <u>not</u> be used as personal time and may not be used at any time while an employee is at work on a second job, regardless of health status. Use of sick leave following notice of resignation must be supported by a valid doctor's statement.

Employees must notify the immediate supervisor or the Department Director no later than thirty (30) minutes before the beginning of the scheduled work shift for the department. Lesser limits may be required by the Department Director for "critical response" positions and in accordance with approved departmental guidelines. Employees must notify their supervisor as far in advance as possible of foreseeable sick leave usage, such as doctor appointments, therapy sessions, etc. Furthermore, employees are expected to make every effort to schedule such foreseeable absences in such a way as to not unduly disrupt City operations. If the absence is for three (3) consecutive working days or longer, a written statement from a licensed physician may be required. Supervisors shall notify Human Resources after more than three (3) consecutive days absent for FMLA tracking. Additionally, after the equivalent of five (5) occurrences of sick leave have been taken in any twelve (12) month period, the Department Director may require a physician's statement for the approved use of any sick leave during the next twelve (12) month period. All doctor's excuses and sick leave slips shall be forwarded to the Human Resources Director by the Department Director.

Any accrued and unused sick leave shall become null and void upon an employee's termination, with the exception of eligible retirees.

Employees who abuse sick leave or deliberately make false or misleading statements or claims regarding the necessity for sick leave shall be subject to the loss of such benefits, dismissal, or such other disciplinary action as the Department Director deems necessary.

Employees who become ill during the period of their vacation may request that their vacation leave be changed to sick leave pending proof of a doctor's statement. The employee shall be required to return to work when cleared by competent medical authority as determined by the Director of Human Resources.

Section E. Sick Leave Donation

Any employee with twelve (12) months or more of continuous service who has exhausted all paid leave (including sick and vacation) due to a serious, long-term illness of the employee or an immediate family as defined in Article II and who has entered a leave-without-pay status for at least five (5) consecutive days may submit a request to the Human Resources Department for "donation of sick days." The request shall include a doctor's statement explaining the nature of the illness and the anticipated date for returning to work, provided this information has not already been received. The City Administrator, Human Resources Director, and Department Director will determine if the request is valid. If so, then the Human Resources Department will send a request to all City departments asking for sick leave donations. Employees may donate up to five (5) sick days and should contact the Human Resources Director to complete the necessary forms in order to make the transfer. No employee may receive more than eighty (80) transferred sick days while in the service of the City. The confidentiality of the employees requesting and giving donated sick leave will be protected. The employee may be retroactively paid for the first five (5) leave-without-pay days, providing he/she receives sufficient donations.

Section F. Leave for Adoption, Pregnancy, Childbirth, and Nursing an Infant

The purpose of this section is to provide time for employees to be absent from employment for the purpose of adoption, pregnancy, childbirth, and nursing an infant, where applicable. Except when the employee uses accrued paid leave, leave for adoption, pregnancy, childbirth, and nursing an infant is otherwise considered and treated as leave without pay. Whether paid or unpaid, such leave shall also be considered and treated as FMLA leave (see Section G of this Article).

The City shall adhere to the provisions of the Tennessee Maternity Leave Act of 1987 as may be amended or superseded. This act is set forth in T.C.A. Section 4-21-408, "Leave for adoption, pregnancy, childbirth and nursing an infant." Any employee may obtain a copy of this act from the City's Human Resources Department.

The above referenced act provides that an employee who has been employed for at least twelve (12) consecutive months as a full-time employee may be absent from employment not to exceed four (4) months for adoption, pregnancy, childbirth, and nursing an infant. The City shall treat such leave for anyone with less than twelve (12) consecutive months of service as it would any non-job-related illness or injury.

The act also provides that an employee is to give three (3) months advance notice (unless prevented from doing so because of emergency medical necessity or because the notice of adoption received was less than three (3) months in advance) of his/her anticipated date to commence leave, the anticipated length of leave, and his/her intent to return to full-time employment. The employee must comply with these provisions in order to be eligible for all rights and provisions of the act.

Sick and vacation leave will accrue in accordance with Sections B and D of this article.

If an employee's job position is so unique that the City cannot, after reasonable efforts, fill that position temporarily, then the City is not obligated to reinstate the employee at the end of the leave period.

If an employee works part-time or full-time for another employer during the period of leave, then the City is not obligated to reinstate the employee at the end of the leave period.

Section G. Family and Medical Leave (FMLA)

The following content outlines the City of Franklin's policies in compliance with the federal Family and Medical Leave Act of 1993 (FMLA). Not every detail can be included in this policy; however, it is our intent to comply with the provisions of the FMLA, as may be amended from time to time. Any changes to the law shall supersede this policy. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with the FMLA.

Employees may choose to use leave without pay if they have five (5) days or less of accrued vacation time and five (5) days or less of accrued sick time.

1. General Provisions

It is the policy of the City of Franklin to grant up to twelve (12) weeks of family and medical leave during any twelve (12)-month period in accordance with the Family and Medical Leave Act of 1993 and up to twenty-six (26) weeks of leave in any twelve (12)-month period in compliance with the expansion of FMLA under The National Defense Authorization Act. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave as specified in this policy.

2. Basic Leave Entitlement

Eligible employees may take family and medical leave for up to twelve (12) weeks for one of the reasons listed below:

1. the birth of the employee's child and to care for that child;
2. placement of a child with the employee for adoption or foster care and to care for the newly placed child;

3. to care for the employee's spouse, child, or parent who has a serious health condition (see Serious Health Condition); and
4. the employee's own serious health condition (see Serious Health Condition).

3. Military Family Leave Entitlements

Eligible employees may take leave up to twelve (12) weeks to address certain qualifying exigencies when a spouse, son, daughter, or parent is on active duty or is called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies include non-medical and non-routine activities such as attending military events, counseling activities, post-deployment activities, making financial and legal arrangements, or childcare arrangements.

Eligible employees may take up to twenty-six (26) weeks of leave to care for a spouse, son, daughter, parent, or next of kin who is a service member in the Regular Armed Forces, National Guard, or Reserves and who has incurred a serious injury or illness in the line of duty while on active duty.

4. Eligibility

Employees who have worked for the City for a minimum of twelve (12) months and worked a minimum of one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months may be eligible for family and medical leave. The City calculates family and medical leave on a twelve (12)-month rolling period. Hence, each time an employee takes family and medical leave, the remaining FMLA leave entitlement would be any balance of the twelve (12) weeks that has not been used in the preceding twelve (12) months.

Employees on military leave will be given credit for any months and hours of service he or she would have been employed while on military leave for purposes of determining eligibility for FMLA.

Eligible part-time employees may take FMLA leave in proportion to the number of hours they normally work for the City per week.

If the leave is requested for the purposes of caring for a newborn child or a newly placed adopted or foster child, the leave must be taken before the end of the twelve (12) months following the birth or placement.

If the employee and the employee's spouse are employed by the City, they are entitled to a combined leave of up to twelve (12) weeks in a twelve (12)-month period for the birth, adoption, or placement of a child for foster care or to care for a sick parent.

5. Intermittent Leave and Reduced Leave Schedules

Leave due to a serious health condition may be taken intermittently or on a reduced leave schedule when that type of scheduling is medically necessary as certified by the healthcare

provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with the City's approval. The employee and his or her supervisor must mutually agree upon the schedule. Employees on intermittent or reduced leave schedules may be temporarily transferred to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule. Intermittent or reduced leave may be spread over a period of time longer than twelve (12) weeks, but it will not exceed the equivalent of twelve (12) workweeks total leave in a twelve (12)-month period.

Leave due to qualifying exigencies may also be taken on an intermittent basis.

6. Serious Health Condition

A serious health condition, as defined by the Department of Labor, means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility
2. a period of incapacity requiring absence of more than three (3) consecutive calendar days from work, school, or other regular activities that also involves continuing treatment by or under the supervision of a healthcare provider
3. any period of incapacity due to pregnancy, or for prenatal care
4. any period of incapacity or treatment thereof due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.)
5. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.)
6. any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that would likely result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.)

7. Leave Request and Notification Procedures

Procedure for Requesting Leave for: 1) the birth of a child or in order to care for the child; 2) the placement of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child, or parent with a serious health condition; or 4) the serious health condition of the employee

EMPLOYEE RESPONSIBILITIES - Employees requesting this type of FMLA leave must provide verbal notice of the needed leave to the Benefits Manager. Employees must provide sufficient information (state a qualifying reason, explain reason leave is needed, provide anticipated timing and duration) to allow the HR department to determine if the leave may qualify for FMLA protection.

When subsequently requesting leave for the same FMLA-qualifying reason for which leave has previously been provided, employee must specifically reference the qualifying reason or state "FMLA" leave.

If the leave is foreseeable, the employee is required to notify the Benefits Manager at least thirty (30) days prior to the requested leave. Otherwise, such request must be submitted as soon as is practicable. This 30-day advance notice is not required in cases of emergency or other unforeseen events such as premature birth or sudden changes in a patient's condition. Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may be exempt from this 30-day notice.

An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

Employees may also be required to provide a certification and periodic recertification supporting the need for leave.

EMPLOYER RESPONSIBILITIES - The HR department will provide individual notice of eligibility as well as rights and responsibilities to each employee requesting leave within five (5) business days or as soon as practicable. If not eligible, the employee will be notified of the reason for ineligibility.

Procedure for Requesting Leave for: 1) a covered family member's active duty or call to active duty in the Armed Forces, or 2) to care for an injured or ill service member

EMPLOYEE RESPONSIBILITIES - All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason for the needed leave to the Benefits Manager. Leave may commence as soon as the individual receives the call-up notice.

Employee will be required to provide certification for the leave.

EMPLOYER RESPONSIBILITIES - The HR department will provide individual notice of rights and obligations to each employee requesting leave within five (5) business days or as soon as practicable.

8. Designation as FMLA

The City may designate leave as FMLA-entitled leave if information received by Human Resources indicates that the employee's absence from work qualifies under the Family and Medical Leave Act regardless of whether the employee requested FMLA leave. A Designation Notice will be provided to the employee by the HR department.

9. Medical Certification

The City reserves the right to verify an employee's request for FMLA leave. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the City requires that the request be supported by certification from the healthcare provider of either the eligible employee or the family member, as appropriate. If the City has reason to question the original certification, it may, at the City's expense, require a second

opinion from a different healthcare provider chosen by the City. That healthcare provider may not be employed by the City on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider, and that opinion will be final and binding.

This certification must provide the date on which the serious health condition began, its probable duration, and the appropriate medical facts within the knowledge of the healthcare provider regarding the condition. The certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time the employee is needed to care for the family member. Medical certifications will be treated as confidential and privileged information.

Any required certifications or other documentation must be furnished by the date he or she is notified that such certification or documentation is required. Any costs associated with completion of the medical certification will be the responsibility of the employee. If the certification is for the employee's serious health condition and is the result of a work-related injury, the City will reimburse the employee for this cost upon presentation of the applicable receipt.

Certification is not required for parental leave; however, employees will be required to provide documents evidencing birth, adoption, legal custody, or foster placement.

10. Certification of Qualifying Exigency for Military Family Leave

Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service. Completion of a certification form will be requested as well as documentation such as a copy of the military orders or other Armed Forces communication.

11. Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

Employees requesting this type of service member FMLA leave must provide documentation of the family member's or next of kin's injury, recovery, or need for care. Completion of a certification form will be requested. Additional documentation may include a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

12. Use of Accrued Leave and Coordination with Other Leave

Sometimes more than one type of leave may apply to a situation. Where allowed by law, leaves shall run concurrently and be counted against the employee's FMLA entitlement.

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued sick or vacation

leave prior to being eligible for unpaid leave. Sick leave will run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation leave prior to being eligible for unpaid leave.

Workers' compensation leave, to the extent that it qualifies, will be designated as FMLA leave.

13. Benefits Continuation

The City will maintain health and dental insurance benefits during periods of FMLA leave without interruption. During this time, the employee must pay for his or her share of the premiums and/or any other payroll deductible insurance policies, or the benefits may not be continued.

The City has the right to recover from the employee all health insurance premiums paid (including the City's share of the premiums) during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job due to their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision.

14. Return to Work

While on leave for FMLA qualifying reasons, the employee is required to contact his or her immediate supervisor or Department Director periodically. The purpose of this contact is to report the status of the leave and the approximate return to work date.

If FMLA leave is for the employee's own serious health condition that may prevent him or her from performing the essential functions of the job, the employee will be required to provide a fitness-for-duty statement from the treating medical professional before returning to work. After receipt of this statement, the City may, at its discretion and expense, require a second opinion. Employees in safety-sensitive positions who have been absent from duty due to medical leave of a nature or duration that could affect his or her ability to perform the job may be required to undergo evaluation by a physician chosen by the City before returning to regular duty.

At the end of the FMLA leave, employees will be reinstated to their regular job or to an equivalent position. Employees cannot be guaranteed return to their exact previous duties and/or assignment. Employees are expected to promptly return to work when the circumstances that necessitated leave no longer exist.

An employee unable to return to work after taking all leave in accordance with the FMLA may request additional leave (with pay, if available, or without pay) with proper medical certification of the employee's serious health condition. In order to maintain proper staffing, the maximum additional leave normally allowed will be no more than three (3) calendar months. However, as a reasonable accommodation, a qualified employee with a disability who is unable to

return to work after having exhausted the additional three (3) calendar months leave may be offered a brief extension of time to return to work depending on the business needs and the expectation of when the employee may be able to return to work.

15. Key Employee

Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the City's operations. A "key" employee is a salaried eligible employee who is among the highest paid ten percent (10%) of employees within seventy-five (75) miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

16. Other Employment

Employees who have received City approval to work on an outside job shall not be allowed to work at their outside job while on FMLA leave with the City except in cases where the employee is utilizing vacation leave to receive full pay while on leave.

17. Extended Leave after Exhaustion of FMLA Leave

Any portion of an employee's absence for a FMLA-qualifying event that extends beyond the twelve (12) weeks in a twelve (12)-month period will be considered in accordance with the various other leave provisions of the City.

18. Consequences of Failure to Comply

If an employee fails to provide notices and certifications set forth in this Section, leave may be delayed or denied.

19. Additional Information

See Appendix C for FMLA information.

Section H. Americans with Disabilities (ADA/ADAAA Policy)

The Americans with Disabilities Act (ADA) and the American with Disabilities Amendments Act (ADAAA) are federal laws that require employers with fifteen (15) or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Franklin to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the City's policy to not discriminate against qualified individuals with disabilities in regard to application

procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Disability

"Disability" refers to a physical or mental impairment that substantially limits one or more major life activities of an individual, or a record of such impairment. An individual with a disability is qualified if he or she can perform the essential functions of the job with or without reasonable accommodation.

Reasonable Accommodation

The City of Franklin will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations where a workplace barrier may interfere. A reasonable accommodation is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job.

There are three types of reasonable accommodations that may be considered:

1. Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;
2. Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; and
3. Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

Essential Job Functions

For each position, the job description typically will identify essential job functions. The Human Resources Department will generally review job descriptions on a periodic basis to evaluate job functions designated as essential. If there are any questions about the job requirements, they should be directed to the immediate supervisor or director.

Requesting a Reasonable Accommodation

An employee with a disability is responsible for requesting an accommodation from the Human Resources Department and providing medical documentation regarding the disability when requested. Once medical documentation is received, the Human Resources Department will work with the employee to identify possible reasonable accommodation and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job, or to enjoy the same benefits and privileges of employment as similarly situated employees without disabilities. Based on this interactive process, a reasonable accommodation will be selected that is most appropriate for both the City and the individual employee. While an individual's preference will be considered, the City is free to choose between equally effective accommodations with consideration towards expense and impact on the rest of the organization.

A request of reasonable accommodation may be denied if it would create an undue hardship for the City. Factors to be considered when determining whether an undue hardship exists include: the cost of the accommodation, the City's overall financial resources, the financial resources of the particular location at which the accommodation is to be made, the number of employees at the location, the total number of employees of the organization, and the type of operation.

Safety

All employees are expected to comply with applicable safety procedures. The City will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health and safety of others or to themselves. A direct threat means a significant risk to the health or safety of one's self or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat will be made by the Human Resources Department and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that he or she may submit additional information and/or challenge the determination that he or she poses a direct threat.

Confidentiality

All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in a separate medical file, and disclosed only as permitted by law.

Complaint Procedure

It is the policy of the City to prohibit any harassment or discriminatory treatment of employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels he or she has been subject to such treatment, or has witnessed such treatment, the situation should be reported using the harassment complaint procedure. Any employee found to have engaged in retaliation against an employee for making a request for reasonable accommodation under this policy will be subject to immediate disciplinary action up to and including termination.

Section I. Bereavement Leave

Regardless of length of employment, full-time employees shall be allowed up to three (3) days paid leave in the event of the death of a member of the employee's family. In the event that death in the employee's family requires additional time for an out-of-town trip or for other good and sufficient reasons, the Department Director may authorize such additional days leave that will be counted against the employee's accrued sick or vacation leave. Family members include spouse, in-laws, parents, siblings, children, grandchildren, grandparents, stepfamily members, aunts, uncles, cousins, nieces, and nephews. If additional time is justifiable as determined by the employee's Department Director, it may be charged to sick or vacation leave. Vacation leave may be granted to attend additional funerals. Verification of the death may be required for approval of leave under this policy. Employees may make a request for other bereavement leave to the City Administrator. The granting of the leave will be considered on a case-by-case basis.

Section J. Jury Duty / Civil Leave

An employee's supervisor or Department Director shall authorize civil leave with pay in order that employees may serve required jury duty, provided the need for such leave is requested by the employee as far in advance as possible. The employee shall have the option of receiving full pay from the City for civil leave by assigning to the City the amount earned from the court. Otherwise, the City shall pay the difference between the employee's regular salary and the amount earned from the court. Employees on night shift will be excused from work on the shift immediately preceding the first day of jury duty. After the first day, if the employee serves more than three hours, then the employee shall be excused from his next scheduled shift within twenty-four (24) hours of such day of jury duty.

Section K. Voting Leave

In accordance with state law, all employees entitled to vote in national, state, or municipal elections shall, when necessary, be allowed sufficient time off, as determined by the Department Director, to exercise their voting right before the closing of the polls where they are registered. Voter registration and poll closing time will be verified by the Department Director.

Section L. Military Leave

Any regular employee of the City who is a member of the United States Army Reserve, Navy Reserve, Air Force Reserve, or Marine Reserve, or the Tennessee National Guard, is entitled to military leave with pay while engaged in "duty or training [including weekend drills] in the service of this state, or of the United States, under competent orders." Such an employee should notify their Department Director at least two (2) weeks in advance of the leave, if at all possible, or immediately if orders are received less than two (2) weeks from departing for duty.

Upon presentation to the City of official orders, such an employee shall be allowed such leave with pay for any such duty or training not exceeding twenty (20) working days in any one calendar year (T.C.A. 8-33-109). In the event such duty or training exceeds twenty (20) days in a calendar year, then the employee may request in writing that such excess time be charged to the employee's accrued and unused vacation leave, if any, but not to any accrued and unused sick leave. It shall be the employee's responsibility to arrange to attend monthly Reserve or Guard meetings on regular off time.

In addition to the twenty (20) days of paid leave as provided by state law, an employee called into active military duty who so requests shall be paid by the City on a monthly basis for up to six (6) months the difference, if any, between the employee's monthly military compensation and the employee's base monthly City compensation by the City, which shall not exceed one thousand dollars ($1,000) per month per employee. An employee called into active military duty who so requests shall be allowed while on active duty to maintain all insurance benefits available through or provided by the City to the employee on the terms and conditions as if the employee remained actively employed by the City. At the time the employee provides Human Resources with a copy of active duty orders, the employee shall also provide Human Resources with written documentation verifying base military pay amount. If the employee's base military pay exceeds his or her base City pay, no supplement will be provided.

Any supplement provided by the City will be paid in the same manner as a normal payroll check and will be paid on normal City paydays. The supplemental pay will be subject to all applicable payroll taxes. If the employee's supplemental pay is not sufficient to cover all current voluntary deductions (i.e., insurance, deferred compensation, United Way, etc.) the employee must either notify the City to cease those deductions, if allowed by law, or the employee may make a payment directly to the City to cover those deductions.

The employee has the option to use accrued vacation time during the military leave to continue receiving full pay from the City. If vacation time is used, any City supplemental pay would only begin after vacation time has been exhausted. Since the employee will receive paid leave benefits from the military, accrual of City vacation and sick leave will not continue for any employee receiving an active duty military pay supplement from the City.

For the first thirty (30) days of active duty military leave, the employee will continue to be covered under the City's group health insurance plan. As provided by federal law, the employee will be covered under the military's insurance program and cease to be covered under the City's group insurance plan after the first thirty (30) days. The employee will be eligible to re-enroll in the City's group insurance plan upon return to City employment.

If an employee covers a spouse or other dependents under the City's group health insurance plan, the spouse and/or dependents will have the option of switching to the military insurance program after the first thirty (30) days or continuing coverage under the City's group health insurance plan as provided by federal law. If the employee's spouse and/or dependents choose to continue coverage under the City's group health insurance plan, the spouse and/or dependents will be placed in the appropriate COBRA coverage tier (i.e., individual, individual plus children). The employee will be required to pay the same amount towards spouse and/or dependent COBRA coverage as he was paying under the group plan, and the City will pay the remaining amount. The employee's share may be paid either via payroll deduction from the supplemental pay provided for above, if applicable, or direct payment to the City.

Employees ordered or enlisted to full-time military duty will be re-employed in accordance with the provisions of current state and federal law, including the Uniformed Services Employment and Re-employment Rights Act (USERRA).

Employees who are the spouse, son, daughter, parent, or next of kin may take up to twenty-six (26) work weeks of FMLA leave to care for a member of the Armed Forces as set forth in Section G of this article.

Section M. Terminal Leave

Retiring employees who meet criteria under the City's retirement plan may be paid for up to one hundred twenty (120) days accrued sick leave and any unused vacation leave. If the employee elects to take terminal leave in pay period increments, the number of whole days (partial days will be dropped) will be divided by five (5) to determine the number of weekly pay periods of terminal leave. The same formula will apply for employees selecting to be paid in a lump sum. In some instances, the election to take payment as terminal leave rather than lump sum may give

the employee a break on his/her taxes. Retiring employees on terminal leave shall not accrue vacation or sick leave.

Section N. Absenteeism/ Absence Without Leave

An employee who has a justifiable reason to be absent must request time off as far in advance of the scheduled shift starting time as possible.

Employees who have an unexcused absence from work may be subject to dismissal.

Employees are not permitted to leave work early without permission of their supervisor.

All employees, exempt and non-exempt, must obtain proper approval for absences. Employees who are absent without leave may be subject to appropriate disciplinary action up to, and including, dismissal as determined by the Department Director. An employee who fails to report for work must personally notify his immediate supervisor or Department Director giving reason for such absence not later than thirty (30) minutes after the beginning of the first scheduled workday. Failure of an employee to comply with this notification requirement for three (3) consecutive working days (two (2) consecutive work shifts for on shift Fire employees) may be considered as an "abandonment of position" and an automatic resignation.

Employees who are absent without leave are not compensated for that day(s) and are not entitled to sick leave or vacation leave accrual for that month. Department Directors are held accountable for accurate reporting of employees who are absent from duty for any reason. Employee who are absent on approved leave without pay are entitled to accrue sick and vacation leave for that month. Failure to accurately report leave may result in disciplinary action up to and including dismissal. Notification shall not nullify the possibility of disciplinary action.

Section O. Tardiness

It is understood that all employees are expected to report to work at their scheduled time. Tardiness detracts from the City's ability to meet its commitments. Tardiness is defined as being late for scheduled work time and must be documented by the supervisor. Tardiness may be cause for prompt disciplinary action. In addition, leaving work early without permission is disruptive and may be cause for disciplinary action.

Article XVIII – Other Employee Benefits

NOTE: The City reserves the right to amend, modify, or discontinue the benefits and plans offered under this Article, including making any changes to the benefits, eligibility, and employee premiums and/or contribution requirements for the group health insurance and welfare plans provided for herein.

Section A. Group Life and AD&D Insurance Program

The City provides to each full-time employee an official life insurance and accidental death and dismemberment (AD&D) insurance coverage under a group policy.

Section B. Group Health Insurance Program

The Group Health Insurance Program shall be available to all full-time employees consistently working at least thirty (30) hours per week, and officials.

Section C. Vision Insurance

In conjunction with the group health insurance program, the City provides vision insurance.

Section D. Long-Term Disability Insurance Program

The City provides, at no cost to the employee, a long-term disability insurance program for full-time employees. All active, full-time employees who have completed three (3) calendar months of continuous service with the City of Franklin and who become totally disabled to perform the essential duties of their job by reason of injury, sickness, or pregnancy may become eligible for long-term disability benefits subject to all the terms and conditions of the policy and as provided. Long-term disability benefits are payable only following a ninety (90)-day period of total disability and shall provide up to 60% of the employee's base salary including a combination of social security disability, worker's compensation, disability pensions, and any other sources of income up to a maximum of six thousand dollars ($6,000) per month.

Benefit eligibility for the first ten (10) years of total disability shall be based upon the employee's inability to perform the material and substantial duties of the employee's own occupation. Benefit eligibility after the first ten (10) years of total disability shall be based upon the employee's inability to perform any gainful occupation for which the employee is reasonably qualified by education, training, and experience. The maximum benefit payment period shall be based upon the employee's age at the time of disability and the employee's standard social security retirement date.

All claims for long-term disability benefits shall be governed by the specifications of the long-term disability insurance policy in its entirety. Insurance carriers, policy specifications, and benefits are subject to change.

Employees receiving long-term disability benefits from or through the City shall not receive credit for or accrue any paid holidays, vacation leave, or sick leave, and shall be considered inactive employees of the City.

Section E. Dental Insurance

In conjunction with the group health insurance program, the City provides dental insurance under the same terms and conditions as the group health insurance program.

Section F. Retirement Plan

All full-time employees hired on or after 1/1/2017 must participate in the Tennessee Consolidated Retirement System (TCRS) Original Defined Legacy Plan. Employees are required to contribute 5% of their pre-tax gross wages to their retirement plan. An employee is vested after five (5) years of membership with TCRS. A vested member is guaranteed a monthly benefit once retirement requirements are met. Benefits are determined by a set formula: Accrual Factor (1.5%) x Average Final Compensation (average highest five (5) consecutive year salaries) x Years of Service = Monthly Benefit with/without Benefit Improvement Percentage (BIP).

Retirement eligibility:

- Service Retirement: age 60 and vested or thirty (30) years of service regardless of age (unreduced benefit)
- Early Retirement: age 55 and vested (reduced benefit)
- 25-Year Early Retirement: upon completion of twenty-five (25) years of services, but have not reached age 55 (reduced benefit)

Additionally, after two (2) years of service, a TCRS member may contribute to a 457(b) plan with up to 2% matching from the City into a 401(a) plan. The contributions from the City are 100% vested.

For more information regarding TCRS, see Appendix R.

Full-time employees hired before 12/31/2016 are in closed plans. Information can be found in the Human Resources department.

Section G. Supplemental Insurance

Several different types of supplemental insurance programs are available for purchase by employees through payroll deduction.

Section H. City-Supplied Equipment and Uniforms

In many circumstances, the City issues equipment such as cell phones, computers, personal safety devices, or other equipment deemed necessary to perform the job duties required by the employee's position.

The City provides or pays a portion of the cost of uniforms and equipment (such as cell phones, computers, personal safety devices, etc.) deemed necessary for employees to carry out their day-to-day work.

If an employee loses or damages the equipment or uniforms, other than in the line of duty, or if they are not returned at the time of termination, then the City may require the employee to pay for replacement items in accordance with the Uniform and Equipment Agreement. The City requires employees to sign certain agreements as provided in Appendix E upon issuing such uniforms or equipment.

Section I. Employee Assistance Program (EAP)

Confidential professional assistance is offered to any employee or family member of an employee who feels an experienced counselor could help resolve a personal problem. The EAP offers assistance in the areas of marriage, family, children, financial, legal, alcohol abuse, drug and substance abuse, grief, anxiety, depression, stress, and other personal or emotional problems. Although there is no charge for this service, costs may be incurred if a counselor recommends outside help. However, the EAP will work to minimize the employee's costs by locating a qualified referral source that may be covered in part or completely by insurance. See Article XXI Section W for procedures to implement supervisor referral to the EAP.

Section J. Tuition Reimbursement

The City of Franklin recognizes that certain positions in the Classified Service may require educational courses, levels, and degrees that may not be held by current employees. Current employees serving in positions requiring such education levels when the requirements were instituted or changed will be grandfathered into the position. However, those employees will be encouraged to obtain the required educational levels. As an incentive to educational advancement, the employee may be reimbursed for educational expenses.

Requests for tuition assistance and college reimbursement will be approved by the City Administrator upon recommendation of the Department Director and the Human Resources Director, in accordance with the following criteria:

The educational program is directly applicable to job situations as determined by the City Administrator, in consultation with the Human Resources Director after review of the job description and/or course program. Individual courses may be approved if required as part of the program if not applicable to the job. Reimbursement will not be approved for employees whose last annual performance evaluation was not at or above "meets expectations" or who has not completed his/her initial probationary period. The training per credit hour must not exceed the cost of education at an equivalent Tennessee Board of Regents institution. City recognizes three (3) semesters per year—max of nine (9) credit hours per semester or twenty-seven (27) credit hours per year. Courses must be offered through a degree-granting college or university accredited by a regional accrediting agency recognized by the U.S. Secretary of Education.

Employees are prohibited from receiving double-funding for education (i.e. academic scholarships, veteran's benefits, grants, etc.). The employee must certify that he/she is not receiving financial aid from any other source.

Approvals will be received before the employee registers for the course. Requests received after the employee has registered will not be approved.

The City will reimburse the employee for approved tuition upon receipt of the necessary evidence of course completion and after necessary costs have been invoiced by an accredited university. The employee shall submit to the Director of Human Resources the quarter or semester grade report, a copy of the registration form reflecting tuition and lab fees, and the cash register receipt for books for reimbursement by the City no more than thirty (30) days after the end of the quarter/semester. Tuition reimbursement is always conditional to availability of funds approved by the Board of Mayor and Aldermen. The employee will receive reimbursement based on the following schedule:

100% reimbursement for a grade of A or B,
50% reimbursement for a grade of C,
0% reimbursement for any other grade.

Employee agrees that City has the right to deduct all amounts paid for tuition from employee's final pay settlement if employee is separated from his/her employment: (a) within twelve (12) months after receiving an associate degree; (b) within twenty-four (24) months after receiving a bachelor's degree; (c) within thirty-six (36) months after receiving a graduate degree; or (d) any time prior to receiving an associate degree, bachelor's degree, master's degree, or juris doctorate. If the amount so deducted does not fully cover the tuition, employee shall arrange payments with City for the outstanding balance, according to the provisions of Paragraph 2 of the Tuition Reimbursement Agreement (see Appendix F). The City follows all IRS rules relating to the provision of tuition reimbursement benefits.

If an employee separates from their employment, employee will refund a prorated share of the educational expenses provided to the employee per the Tuition Reimbursement Agreement.

GED Completion - The City of Franklin recognizes that GED completion is a significant academic achievement for adult learners. The City of Franklin will pay a one-time one-thousand-dollar ($1,000) incentive to those employees who achieve high school equivalency through the GED program, providing the equivalency test is taken while in the City's employ.

The City follows all IRS rules relating to the provision of educational incentives.

Article XIX – Workplace Accident and Injury Policy

Section A. Purpose and Eligibility

Maintaining a safe workplace is essential to the City of Franklin's operations, and it is the City's policy to promote safety on the job and comply with applicable laws regarding safety in the workplace. The health and well-being of employees is foremost among the City's concerns. For this reason, employees are expected to assist the City in maintaining safe working conditions. Employees are required to follow common-sense safety practices and correct or report any unsafe conditions to their supervisor or to Risk Management. Similarly, employees are required to report any workplace accidents, injuries, and illnesses to their supervisor or to Risk Management. This policy applies to all employees while at work or engaged in work-related activities. The City of Franklin provides workers' compensation insurance benefits to all employees who experience an injury or illness that arises out of the course and scope of employment.

Section B. Procedures

Employees are required to report to work during each scheduled workday able to safely and competently perform their job duties. If employees are unable to safely or competently perform their job duties for any reason, they are required to inform their supervisor. Additionally, employees who observe or experience unsafe working conditions are required to immediately report the unsafe working conditions to their supervisor or to Risk Management.

All accidents and injuries involving employees, even those that are not serious, must be reported immediately to their supervisors. Employees who experience a work-related accident or injury will be required to complete the appropriate forms within twenty-four (24) hours and cooperate with the City in complying with its recording, reporting, and investigation obligations. Where an accident causes serious bodily injury that results in an overnight hospital stay or death of an employee, the supervisor shall immediately notify their Department Director and the Risk Manager. Failure to follow proper procedure may result in disciplinary action.

Similarly, all accidents and injuries involving the City's customers, vendors, contractors, or any other person who is on company premises, even accidents and injuries that are not serious, must be immediately reported to Risk Management.

It is only through full knowledge of every accident or injury that the City can become a safer, healthier place to work for everyone. Employees' notification to the City of unsafe working conditions or of workplace accidents, injuries, or illnesses is essential to enforcing this policy. Employees may be assured that they will not be penalized in any way for reporting unsafe working conditions or workplace accidents, injuries, or illnesses.

Employees off work on occupational disability or injury leave shall receive compensation in accordance with the Tennessee Department of Labor regulations. In addition, if the work-related accident, injury, or illness results in the employee being placed on occupational disability or injury leave, the injured employee will be paid through the City of Franklin for the first seven (7)

workdays. The City strives to bring employees back to work as soon as possible following a work-related accident, injury, or illness. Thus, while employees are on the job-injury leave, they should stay in contact with Risk Management regarding their expected return to work date. While under medical care for a workers' compensation injury, employees are not permitted to work any secondary employment. They are only allowed to resume their secondary employment after they have a full-duty release from their treating workers' compensation physician.

For injured employees who return to work on light-duty status, any time spent at medical or physical therapy appointments as follow-up treatment for any occupational injury or illness shall be considered City work up to two (2) hours and shall not be charged against any of the employee's accrued paid leave used to supplement workers' compensation payments. Any time over two (2) hours away from work will be charged against the employees accrued paid leave.

Pursuant to the City's ADA/ADAAA policy, when requested the City will provide a reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation does not create an undue hardship for the City or pose a direct threat to the health or safety of others in the workplace or of the requesting employee. Once the City is aware of the need for an accommodation, the ADA Coordinator or their designee will engage with the employee in an interactive process to identify possible accommodations.

Article XX – Harassment, Workplace Violence, and Retaliation

Section A. Definition of Sexual Harassment and Other Forms of Harassment

The definition of sexual harassment includes sexually offensive or inappropriate conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women. Also prohibited under this policy is harassing conduct directed toward employees on the basis of race, sex, age, national origin, color, disability, veteran's status, religion, or in retaliation for involvement of any protected activity. Consequently, this policy applies to officers and employees of the City of Franklin, including but not limited to full and part-time employees, elected officials, permanent and temporary employees, employees covered or exempt from the Human Resources Manual or other regulations of the municipal government, and employees working under contract for the municipality.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the form of pinching; grabbing; patting; propositioning; making either explicit or implied job threats or promises in return for submission to sexual favors; telling inappropriate sex-oriented stories; displaying sexually explicit or pornographic material, no matter how it is displayed; or sexual assault on the job by supervisors, fellow employees or, on occasion, non-employees when any of the foregoing unwelcome conduct affects employment decisions, makes the job environment hostile, distracting, or unreasonably interferes with work performance practice and is absolutely prohibited by the municipal government.

Harassment based upon race, sex, national origin, color, disability, age, veteran's status, or religion might include words, gestures, behaviors, or actions that diminish employees, makes the job environment hostile, affects employment decisions, and/or interferes with work performance. It is the intent of this policy to treat all complaints seriously and to utilize the same complaint processing procedure.

Section B. Definition of Workplace Bullying

The City of Franklin defines bullying as repeated mistreatment of one or more people by one or more employees/vendors. It is abusive conduct that includes:

- **Verbal bullying.** Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the City of Franklin to take appropriate action.

Section C. Making Harassment Complaints

The municipality may be held liable for the actions of all employees with regard to harassment and, therefore, will not tolerate the harassment of its employees. The City will take immediate, positive steps to stop it when it occurs. By law, the City is responsible for acts of harassment in the workplace where the City (or its agents or supervisory employees) knows or reasonably should have known of the conduct, unless it can be shown that the City took immediate and appropriate corrective action. The municipality may also be responsible for the acts of non-employees, with respect to the harassment of employees in the workplace, where the municipal government (or its agent or supervisory employees) knows or reasonably should have known of the conduct and failed to take immediate corrective action. Prevention is the best tool for the elimination of harassment. Therefore, the following rules shall be strictly enforced. An employee who feels he/she is being subjected to harassment should immediately contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- The employee's immediate supervisor;
- The employee's Department Director;
- The employee's Assistant City Administrator;
- The City's Human Resources Director; or
- City Administrator.

Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of harassment. Regardless of to whom of the above persons the employee makes a complaint of harassment, the employee should be prepared to provide the following information:

1) Official's or employee's name, department, and position title;

2) The name of the person(s) committing the harassment, including their title(s), if known;

3) The specific nature of the harassment, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;

4) Witnesses to the harassment; and

5) Whether the employee has previously reported the harassment and, if so, when and to whom.

Section D. Reporting and Investigation of Harassment Complaints

The Human Resources Director or their designee is the person designated by the municipal government to be the investigator of complaints of harassment against employees. In the event the harassment complaint is against the Human Resources Director, the investigator shall not be a municipal employee, but shall be an investigator contracted with and appointed by the City Administrator. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the Department Director with a copy to the Human Resources Director. If the complaint is lodged against the Department Director or an Assistant City Administrator, the City Administrator will be the responsible official for reviewing these actions. Upon conclusion of the investigation, the investigator shall prepare a report of the findings to the Department Director. The report shall include the written statement of the person complaining of harassment, the written statement of witnesses, the written statement of the person against whom the complaint of harassment was made, and a recommendation for disciplinary action, if any.

Upon receipt of a report of the investigation of a complaint of harassment, the Department Director shall immediately review the report. If the Department Director determines that the report is not complete in some respect, he/she may request additional statements be taken from the person complaining of harassment, the person against whom the complaint has been made, witnesses to the conduct in question, or any other person who may have knowledge about the harassment. Based upon the report and his/her review of the information, the Department Director shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of harassment has been made constitutes harassment. In making that determination, the Department Director shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining. The determination of whether harassment occurred will be made on a case-by-case basis. If the Department Director determines that the complaint of harassment is founded, he/she shall take immediate and appropriate disciplinary action against the employee guilty of harassment, consistent with his authority under the municipal charter, ordinances, or rules governing his authority to discipline employees. Disciplinary action for harassment shall be governed by the same rules governing disciplinary actions generally (see Article XIV). The disciplinary action may include demotion, suspension, dismissal, warning, or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis. A written record of disciplinary actions taken shall be kept, including verbal reprimands. In all events, an employee found guilty of harassment shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses, or any other person connected with the investigation of the complaint of harassment.

In cases where the harassment is committed by a non-employee against a municipal government employee in the workplace, the City Administrator shall take whatever lawful action against the non-employee is necessary to bring the harassment to an immediate end. Employees must notify a supervisor when harassment is committed.

Section E. Obligation of Employee

Employees are obligated to report instances of harassment. Employees are also required to cooperate in every investigation of harassment. The obligation includes, but it is not necessarily limited to: coming forward with evidence, both favorable and unfavorable, for a person accused of such conduct; fully and truthfully making written reports; or verbally answering questions when required to do so by an investigator. Employees are also obligated to refrain from making bad-faith accusations of harassment. Disciplinary action may also be taken against any employee who fails or refuses to cooperate in the investigation of a complaint of harassment or who files a complaint of harassment in bad faith.

Section F. Workplace Violence and Harassment

It is the policy of the City of Franklin to promote a productive, safe, and healthy work environment for all employees, customers, vendors, contractors, and members of the general public and to provide for the efficient and effective operation of the City's activities. The City of Franklin will not tolerate verbal or physical conduct by an employee that harasses, disrupts, or interferes with another's work performance or creates an intimidating, offensive, or hostile environment.

No employee or non-employee shall be allowed to harass any other employee—equal to, subordinate, or superior in position—or any non-employee by exhibiting behavior including, but not limited to, the following:

Verbal Harassment. Verbal threats toward persons or property; the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slurs; offensive flirtations or propositions; verbal intimidation, exaggerated criticism, or name-calling; or spreading untrue and malicious gossip about others.

Non-Verbal Harassment. The use of suggestive body language, use of hand signs, or any additional suggestive, intimidating, or lewd gestures such that any reasonable person would deem them inappropriate.

Physical Harassment. Any physical assault, such as hitting, pushing, kicking, holding, impeding, or blocking the movement of another person.

Visual Harassment. Derogatory or offensive posters, cartoons, publications, or drawings.

Under no circumstances are the following items permitted on City property, including City-owned parking areas, except when issued or sanctioned by the City for use in the performance of the employee's job:

- all types of firearms, switchblade knives, and knives with a blade longer than four inches;
- dangerous chemicals;

- explosives or blasting caps;
- chains; or
- other objects carried for the purposes of injury or intimidation.

Charges of violence and harassment may be reported to any supervisory employee of the City, including the Human Resources Director, City Administrator, and the Mayor. The Human Resources Director is charged with investigating all cases of workplace violence and harassment. Depending on the severity of the charges or whether a crime is committed, the City Administrator may request that the Police Chief provide assistance to the Human Resources Director or assume responsibility for the investigation. All employees are required to assist in the course of the investigation by providing testimony, statements, and evidence, as required. Failure to cooperate may result in disciplinary action.

When a non-employee is found to be harassing an employee, necessary and appropriate steps shall be taken to ensure the harassment does not continue.

Copies of the investigative report with recommendations for appropriate action will be turned over to the Department Director or City Administrator as appropriate for further action. Disciplinary action up to, and including, termination may be taken against any employee who commits acts of workplace violence and harassment.

Section G. Retaliation

The City of Franklin prohibits all forms of retaliation against any individual who complains in good faith about workplace discrimination or harassment or reports in good faith about conduct that violates City policy. This policy also protects individuals who participate in the investigation of any such complaint or report.

It is the City's policy to encourage discussion of workplace issues and to help protect others from being subjected to inappropriate behavior. Violation of this policy may result in disciplinary action up to and including dismissal.

Any employee who believes he or she has been retaliated against shall immediately inform their supervisor or the Human Resources Department.

Section H. Open-Door Policy

The City of Franklin Human Resources Department and the City Administrator have an open-door policy, and employees are welcome to discuss any aspect of their employment without fear of retaliation.

Article XXI – General Policies and Procedures

Section A. Employee Conduct

Employees of the City shall not engage in any criminal, dishonest, infamous, immoral, or notoriously disgraceful conduct or behavior, activity, or association, either on or off duty, that discredits them and/or the City. Each employee is expected to conduct themselves both on and off the job in such a manner as to reflect positively on both himself/herself and the City.

Section B. Political Activity

In accordance with T.C.A. Sections 7-51-1501 through 7-51-1503, all City employees shall:

1) enjoy the same rights of other citizens of Tennessee to be a candidate for and to hold any federal, state, or local political office except for any elected office of the City of Franklin; and

2) enjoy the right to participate in political activities by supporting or opposing political parties, political candidates, and petitions to governmental entities.

Provided, however, that:

1) employees of the City shall not participate in any such political activities while on-duty for the City;

2) employees shall not use City equipment or any other City resources either on or off duty while participating in political activities; and

3) employees shall not seek election or appointment to City office.

Any willful violation or violation through negligence of any of this policy shall be sufficient grounds for the discharge of any employee guilty of such violation.

Section C. Records

The Human Resources Director shall maintain adequate records of all personnel activities and transactions, the proceedings of any and all hearings and appeals as they relate to personnel administration, this Human Resources Manual, the record of every applicant as required by applicable record retention standards, and the employment record of every employee.

The City abides by the Tennessee Open Records Act, TCA Title 10, Chapter 7.

Section D. Outside Employment

No full-time employee of the City of Franklin shall accept or engage in additional employment outside the official hours of duty without the written approval of the Department Director with concurrence by the Human Resources Director (see Outside Employment Request Form in Appendix J). The Outside Employment Request Form must be renewed by January 31st of each year. The employee may appeal disapprovals to the City Administrator. Approval may be granted after determining whether outside employment will cause, or can cause, a conflict of interest; is incompatible with the employee's position with the City; will interfere with the satisfactory performance of the employee's duties; or is likely to reflect discredit upon or create embarrassment for the City. Outside employment shall not be performed for a minimum of eight (8) hours prior to the employee's shift for the City unless otherwise approved by the Department Director. If the second job interferes with performance at the City, the employee will be counseled and appropriate steps to correct the deficiencies will be taken. Any employee engaging in approved outside employment must notify the Department Director and the Human Resources Director in writing of his place of employment, working hours, duties of such employment, and telephone number or place of permanent contact on the Outside Employment Request Form.

Employees may not accept or continue any outside employment if the work unreasonably inhibits the performance of any duty of their position with the City. Employees are to be reminded that the City of Franklin is their primary employer and that the City will not schedule around the requirements of the employee's second job. Further, employees may not perform outside employment while on sick leave. Exceptions may be granted if an employee is returned to limited duty by a physician and the City cannot accommodate the work constraints but the secondary employer can without further injury or increased recovery time.

The City's medical insurance will not cover claims or illnesses sustained while on duty at the employee's second job.

Section E. Business Dealings

Except for the receipt of such compensation as may be lawfully provided for the performance of City duties, and except as noted below, no City officer or employee shall be privately interested in or profit, directly or indirectly, from business dealings with, of, or by the City.

- Full-time, part-time, and temporary employees of the City may contract to supply goods and products to the City and/or render services for the City, provided:

  (1) any service that would be rendered must not be one the employee might provide in the normal scope of their regular duties;

  (2) the employee would be required to compete for the City's business in the same manner as any other prospective supplier or service provider;

  (3) the business relationship between the City and the employee must not present a conflict of interest nor a conflict of time with the employee's regular duties;

(4) the business relationship between the City and the employee is not prohibited by the City's ethics policy; and

(5) the business relationship between the City and the employee is authorized in advance by the City Administrator, and if the relationship is to be for more than one (1) year, it is annually re-authorized by the City Administrator.

Section F. Acceptance of Gratuities

No employee shall accept or solicit any money or other consideration or favor from anyone other than the City for the performance of an act that the officer or employee would be required or expected to perform in the regular course of employment; nor shall any officer or employee accept, directly or indirectly, any gift, gratuity, or favor of any kind that might reasonably be an attempt to influence the individual's actions with respect to City business. For further explanation, see Title 1, Chapter 7, Section 1-705 of the Municipal Code (see Appendix K).

Section G. Use of Information

Employees may not disclose any information obtained in their employment that is made confidential under state or federal law except as authorized by law. Furthermore, employees may not use or disclose information obtained in their employment for financial gain for themselves or any other person or entity. For further explanation, see Title 1, Chapter 7, Section 1-706 of the Municipal Code (see Appendix K).

Section H. Use of City Time, Facilities, Resources

No employee shall use or authorize the use of City time, facilities, supplies, inventory, materials, tools, machinery, equipment, or other resources for private gain or advantage to himself/herself or any other private person or group; provided, however, that this prohibition shall not apply when the Board of Mayor and Aldermen has authorized the use of such resources of the City, and the City is paid at such rates as are normally and customarily charged by private sources for comparable services. For further explanation, see Title 1, Chapter 7, Section 1-708 of the Municipal Code (see Appendix K).

Section I. Use of Position

No employee shall make or attempt to make private purchases in the name of the City, nor otherwise use or attempt to use status as a City employee to secure unwarranted privileges or exemptions. For further explanation, see Title 1, Chapter 7, Section 1-709 of the Municipal Code (see Appendix K).

Section J. Use of City-Provided Technology

See Appendix L, *Computer, Internet, and Email Policy*

Section K. Use of Social Media Policy

See Appendix Q, *Social Media Policy*

Section L. Employee Cell Phone Policy

See Appendix M, *Wireless Telecommunications Equipment Policy*

Section M. Additional Department Provisions

Due to the emergency and paramilitary nature of their work, the Fire and Police Departments may have supplemental rules and regulations that are more stringent than rules and regulations applied to employees of other departments.

Additionally, all other departments may have supplemental rules and regulations that are specific to the work-related goals and mission of that department.

Supplemental rules and regulations will be consistent with the City's Human Resources Manual and are subject to review and approval by the Human Resources Director and the City Administrator.

Section N. Nepotism and Employee Relationships

Except as authorized by the City Administrator due to a lack of acceptable and practical options, no applicants for employment shall be hired and no employees shall work or be placed in positions within the same department or under the direct or indirect supervision or accountability of a family member (as defined in Article II for bereavement leave purposes). Additionally, the City Administrator, Assistant City Administrators, HR Director, City Attorney nor any employees of the HR Department and Law Department shall have family members employed by the City (any exceptions at the time of adoption of this rule shall be grandfathered in).

If after adoption of these Rules and Regulations two employees in the same department should marry or otherwise become in violation of this section by marriage or adoption, then those employees must notify their supervisor prior to the adoption or marriage. Human Resources, the employees' supervisor, Department Director, and the employees will meet to determine whether specific accommodations may be made. To the extent accommodations are approved, such accommodations should be documented and approved by the City Administrator, Human Resources Director, Department Director, and the employees. A transfer to a vacant position in another department is a possibility. An employee who is allowed to transfer under these circumstances must meet the minimum qualifications of a vacant, budgeted position and must have had an overall satisfactory rating on the last performance evaluation. If such a transfer cannot be arranged, then the employees shall be asked to determine which of them will leave City employment. If accommodations are not feasible then, with affected employee suggestions, the City Administrator in consultation with the HR Director shall determine which employee must resign to resolve the situation. Each situation will be determined on a case by case basis.

It is a violation for a supervisor to have a romantic or intimate relationship with any employee in their department.

Section O. Employee Licenses and Certifications

All employees are responsible for maintaining current and valid licenses and certifications necessary to perform job duties. For example, any employee required to operate a City vehicle or equipment must possess the appropriate type of valid driver's license at all times. Any employee receiving a salary supplement for certification as a paramedic is responsible for re-certifying himself/herself on a timely basis. Any expiration or revocation of valid licenses or certifications required for the job or for which a salary supplement is received must be reported immediately to the employee's supervisor. An employee's failure to immediately report expiration or revocation of a required certificate or license shall be subject to disciplinary action in accordance with Article XIV. The City shall conduct periodic checks of required licenses and certifications to insure employees keep them valid and current.

Section P. Smoking Policy

All buildings owned and maintained by the City of Franklin are smoke free. Smoking is prohibited within twenty-five (25) feet of all entrances, passageways, operable windows, and ventilation systems owned and maintained by the City of Franklin. All city-owned, -operated, and -maintained vehicles are smoke free. This policy also includes smokeless tobacco, e-cigs, and vaping.

Section Q. Hours of Work, Shift Differential, Attendance, and Inclement Weather

Hours of Work: All non-exempt employees, except for Uniformed Fire personnel, shall work forty (40) hours per week with special provisions made in departments that require additional hours to meet existing conditions or emergency contingencies. Administrative offices will be open from 8:00 a.m. until 5:00 p.m. Monday through Friday. The workweek for all employees is Sunday through Saturday, except Fire Department employees on-shift. Those employees work a twenty-eight (28)-day cycle.

Shift Differential: Employees who work morning shifts that begin before 5:00 a.m. or afternoon/evening shifts that begin at 2:00 p.m. or later are eligible for shift pay. Whereas shift pay is typically in departments with a 2nd or 3rd shift, other hourly employees are eligible if they begin work at the times listed above and work a minimum of two (2) hours. Shift pay rate is only applied to hours worked from 2:00 p.m.– 7:00 a.m.

Attendance: Employees will be in attendance at assigned workstations or locations at established starting times in accordance with general departmental regulations and these Rules. Employees are required to adhere to the City's time and attendance procedures including, but not limited to, clocking in and out and completing leave requests. All attendance records shall be maintained and reported to the Finance Department by a time specified by the Comptroller.

Inclement Weather: Generally, inclement weather does not warrant the closing of City facilities or activities, and every employee is expected to make every attempt to report to work as usual. Some City operations and activities must continue regardless of, or because of, the weather conditions. Employees who must perform these activities are considered emergency personnel and are designated as such under specific or all circumstances by the City Administrator in conjunction with individual Department Directors. Public Safety personnel and the Risk Manager are designated as emergency personnel under all circumstances. Employees in other departments, for example the Street Department, may be declared emergency personnel depending upon their job function and the equipment they operate. These employees are expected to report to work under all weather conditions. Emergency personnel who fail to report to work will be charged with leave without pay.

Department Directors, regardless of department or function, are expected to report to work.

If local weather conditions make it impossible for non-emergency personnel to report to work, the employee is expected to notify the supervisor in the same manner as for any other absence. Employees may use either vacation leave, personal day, approved work from home, or if the employee has no accumulated leave, leave without pay.

If an employee is late due to severe weather conditions, the employee will not lose paid time unless the delay is longer than one (1) hour. Delays of longer than one (1) hour will be charged to vacation leave, taken as leave without pay, or made up within the workweek, with the approval of the Department Director or supervisor.

If weather conditions become progressively worse during the course of the day, all employees will be expected to finish out their work schedule unless granted leave or unless contrary instructions are received from the City Administrator. Only the City Administrator can approve closing all activities, operations, and functions in any department, facility, and/or building.

Section R. Professional Conduct and Dress Code Policy

Professional conduct: Employees are representatives of the City of Franklin and, as such, are expected and encouraged to conduct themselves at all times in a manner so as not to bring discredit upon the City. Any contact with the general public should be handled in a professional manner. Professionalism, politeness, and courtesy are essential. Lack of courtesy and professionalism may result in disciplinary action.

Dress Code: Employees are expected to dress and groom in a manner that reflects good taste and is appropriate for the type of work performed. Maintaining basic standards of personal hygiene is a requirement. Employees should ensure their personal hygiene will not be offensive to others around them. This includes—but is not limited to—scented body products, perfume/cologne, oral hygiene, and body odor.

Specific dress codes vary based on the position held and whether the job requires the use of a uniform. Attire should be neat, clean, and professional and should project a positive image for the City.

Identification badges shall be visible and in the possession of employees during work hours and when meeting with the public.

Employees are required to adhere to the following guidelines:

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest, or buttocks areas.

2. Clothing should be free of sexually related references, political messages, foul language, or messages that suggest or promote the use of illegal drugs or alcohol.

3. Visible tattoos should adhere to the following policy: employees are prohibited from displaying any tattoos, body art, or markings of an offensive, provocative nature or that are obscene and/or advocate sexual, racial, ethnic, or religious discrimination or that undermine the City's values or are contrary to generally accepted business standards. Tattoos on the face are prohibited, except for cosmetic tattoos with a natural appearance (eyes, lips, or eyebrows.)

4. Employees may not wear beachwear, sports jerseys (except on designated days), vendor logos, work-out attire, or distracting, offensive, or revealing clothes on any day of the workweek.

5. In departments where uniforms are required to be worn, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat, clean, and professional. Depending on the department an employee is assigned to, the City may either furnish a uniform or pay the employee a uniform allowance.

6. Employees wearing clothing with the City of Franklin logo shall be mindful of the public perception when in public places.

An employee who does not meet the standards of this policy will be subject to corrective actions, which may include leaving the work location to correct the dress code violation. Any work time missed because of failure to comply with this policy may be charged to vacation, and repeated violations of this policy may be cause for disciplinary action.

City-Issued Clothing: In accordance with Article XVIII, Section H. City-Supplied Equipment and Uniforms, employees required to wear a City-issued uniform will be required to sign a Uniform and Equipment Agreement (Appendix E). Furthermore, employees are prohibited from wearing their uniform while not on duty (unless they are traveling to or from work). City uniforms shall not be altered.

From time to time, a Department Director may choose to order clothing with the City of Franklin logo for their employees. Such items should never be given to charities or individuals not employed by the City of Franklin. Should an employee be separated from employment at the City

of Franklin, these items should be returned to Human Resources prior to the employee receiving their final paycheck.

Violations of the City's dress code policy may be grounds for disciplinary action.

Section S. Use of City-Owned Vehicles

See Appendix N, *Vehicle Use Policy*

Section T. Travel

See Appendix O, *Travel and Expense Policy*

Section U. Strikes/Union Activity

It is recognized that employees have the right to join labor organizations. However, all union activity is to be conducted off City property and outside working hours. Further, City equipment and materials may not be used to conduct union business**.** Employees of the City of Franklin shall not be a party to, participate in, or instigate any strike against the City. Employees are prohibited from being a member of, or soliciting any employee to join, any labor union that authorizes the use of strikes by municipal employees.

Section V. Place of Residence

As a condition of employment, all Department Directors, the Risk Manager, and regular employees of the City of Franklin determined to be in "critical response" positions (as defined in Article II of these Rules) shall continuously maintain a place of residence that will permit the employee to report for work at the required time, both during normal and emergency periods, regardless of road and weather conditions. Department Directors will establish emergency response guidelines regarding time and/or distance. Failure to comply with these provisions may be cause for dismissal.

All Department Directors and the Risk Manager, employed or selected after January 1, 2020, must establish and continuously maintain a residence within thirty-five (35) miles of the city limits of Franklin, Tennessee, within twelve (12) months of employment. Any exemptions from these requirements must have prior approval from the City Administrator. The Police Chief and the Fire Chief must maintain a residence within the City of Franklin.

Section W. Employee Assistance Program

The employee assistance program (EAP) is designed to help all City of Franklin employees and their family members cope with problems before they become unmanageable. The EAP is confidential and designed to protect employee's privacy.

There are times when mandatory referrals may be needed. The City Administrator, Assistant City Administrators, or Department Directors, with guidance from the Human Resources Director, may make mandatory referrals to EAP.

The City of Franklin's EAP Program is operated by outside consultants and is available free of charge to employees and family members living in the immediate household. Except under the circumstances outlined above, all information is confidential.

Article XXII – Amendments; Severability; Conflicts

Section A. Amendments and Changes

The provisions of this Human Resources Manual may be amended by formal resolution of the Board of Mayor and Aldermen. The Board of Mayor and Aldermen enjoys the right to amend the Human Resources Manual, in accordance with the Municipal Code and state and federal laws, at any time. No employee or other person enjoys any contractual or vested right to the continuation of any rules, regulations, policies, procedures, provisions, or employee benefits contained within this Human Resources Manual. The provisions of all employee benefits covered in this document are subject to annual appropriation by the Board of Mayor and Aldermen. In addition, all benefits offered through third parties are subject to the terms and conditions of the service contract between the City and the provider, which may be changed in the future, including the actual benefits offered, and any employee premiums and/or contribution rates. The City Administrator may amend this Manual so long as it does not have a significant financial impact on the City.

Any of the provisions of this Human Resources Manual that are intended to comply with state or federal laws or regulations shall be administered and implemented so as to always remain in compliance with such laws or regulations as may be amended in the future, regardless of whether this document is actually modified to reflect such amendments in the laws or regulations.

Section B. Severability

The provisions of this Human Resources Manual are hereby declared to be severable. Should any rule or regulation, section or subsection, provision, exception, sentence, clause, phrase, or part of this Manual be held by any court to be invalid or unconstitutional, then the same shall not invalidate or impair the validity, force, and effect of any other rule or regulation, section, or subsection, provision, exception, sentence, clause, phrase, or part of this Manual unless it clearly appears that such other part or parts is wholly or necessarily dependent for its operation upon the part or parts so held invalid and unconstitutional, and the remainder of this Manual shall continue in full force and effect, it being the corporate intent, now hereby declared, that this Manual would have been passed, approved, and adopted even if such unconstitutional or void matter had not been included herein.

Section C. Conflicts

Should any rule or regulation, section or subsection, provision, exception, sentence, clause, phrase, or part of this Human Resources Manual be in conflict with any provision of the City Charter or Municipal Code, then the City Charter and Municipal Code shall prevail.

Section D. All Prior Rules Superseded

These Rules and Regulations shall be the Human Resources Rules and Regulations for all Municipal Government employees of the City of Franklin, Tennessee, and shall supersede all previous Human Resources Rules and Regulations. Those employees specifically excluded by

Section 4 of the Municipal Code may not enjoy benefits and privileges of specific sections of the Human Resources Rules and Regulations. Any Rule or parts of Rules in conflict with the Human Resources Rules and Regulations or the Municipal Code are repealed to the extent of such conflict.

Section F. Implementing These Rules and Regulations

It is the responsibility of the Department Directors to carry out these Rules and Regulations in consultation with the Human Resources Director. Department Directors and the Human Resources Director shall be held accountable to the City Administrator for failure to carry out these Rules and Regulations as written. The City Administrator and the Human Resources Director will advise and assist the Department Directors in enforcing and interpreting these Rules and Regulations.

Section G. Further Implementation

The Human Resources Rules and Regulations contained herein are an outline covering Human Resources policies and procedures and may be further implemented by specific policies and procedures duly adopted by the Board of Mayor and Aldermen.

EMPLOYEE COUNSELING/WARNING RECORD

Employee Name_____ Job Title_____

Department_____ Supervisor_____

Employment Status: _____Regular _____Probation

Date of Employment_____ Date in Present Classification_____

Subject of Counseling:

___ Misconduct
___ Tardy
___ Absenteeism
___ Neglect
___ Other
___ Insubordination
___ Sleeping/Inattention
___ Unsatisfactory Performance
___ Safety Violation

Details of Employee's Actions (attach additional description if more space is needed):

_____

_____

_____

Specific Recommendations & Standards for Improvement of Performance/Conduct (attached additional description if more space is needed):

_____

_____

_____

Prior to Review with Employee:

Immediate Supervisor's Signature _____ **Date** _____

Supervisor's Signature _____ **Date** _____

Dept. Director Concurrence _____ **Date** _____

Review with Employee:

I have read and understand the above statements. I (agree, disagree) with the statements.

Employee's Comments:

_____

_____

_____

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Next Counseling Session _____

Copies Must be Distributed to the Following:

__ Employee __ HR File/HR Department

__ Supervisor's File __ Department Head

EMPLOYEE GRIEVANCE FORM

NAME: _____

DEPARTMENT: _____

IMMEDIATE SUPERVISOR: _____

STATEMENT OF GRIEVANCE:

LIST ANY VIOLATIONS OF POLICY:

DESIRED RESOLUTION:

_____ _____

EMPLOYEE SIGNATURE DATE

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WH1420 REV 04/16

CITY OF FRANKLIN

EMPLOYEES' PENSION PLAN

(As Amended and Restated)

Effective January 1, 2018

Incorporating First Amendment Adopted August 14, 2018

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 3

Section 1.1 "Accrued Benefit" 3

Section 1.2 "Active Participant" 3

Section 1.3 "Actuarial Equivalent" or "Actuarial Equivalence" 3

Section 1.4 "Actuary" 4

Section 1.5 "Administrator" 4

Section 1.6 "Affiliate" 4

Section 1.7 "Anniversary Year" 4

Section 1.8 "Annuity Starting Date" 4

Section 1.9 "Average Compensation" 4

Section 1.10 "Beneficiary" 5

Section 1.11 "Board" 6

Section 1.12 "Cash Balance Account" 6

Section 1.13 "Cash Refund Annuity" 7

Section 1.14 "City" 8

Section 1.15 "Committee" 8

Section 1.16 "Compensation" 9

Section 1.17 "Continuous Employment" 11

Section 1.18 "Credited Service" and "Years of Credited Service" 12

Section 1.19 "Delayed Retirement Date" 12

Section 1.20 "Disability" or "Disabled" 12

Section 1.21 "Early Retirement Age" 12

Section 1.22 "Early Retirement Date" 12

Section 1.23 "Employee" or "Eligible Class" or "Regular Employee" 12

Section 1.24 "Employer" 13

Section 1.25 "Employment" 13

Section 1.26 "ERISA" or "Act" 13

Section 1.27 "Highly Compensated Employee" 13

Section 1.28 "Hour of Employment" 14

Section 1.29 "Internal Revenue Code" or "Code" 16

Section 1.30 "Insurer" 16

Section 1.31 "Leased Employee" 16

Section 1.32 "Normal Annuity Form" 17

Section 1.33 "Normal Retirement Age" 17

Section 1.34 "Normal Retirement Date" 17

Section 1.35 "One Year Break in Employment" 17

Section 1.36 "Participant" 18

Section 1.37 "Participating Employee" 18

Section 1.38 "Participating Employer" 19

Section 1.39 "Plan" 19

Section 1.40 "Plan Year" 19

Section 1.41 "Qualified Joint and Survivor Annuity" 19

Section 1.42 "Reemployment Date" 20

Section 1.43 "Retired Participant" 20

Section 1.44 "Rollover Account" 20

Section 1.45 "Spouse" 20

Section 1.46 "Temporary Employee" 20

Section 1.47 "Terminated Vested Participant" 21

Section 1.48 "Trust Agreement" 21

Section 1.49 "Trust Fund" or "Fund" 21

Section 1.50 "Trustees" 21

Section 1.51 "Vested Accrued Benefit" 21

ARTICLE II. ELIGIBILITY TO PARTICIPATE 22

Section 2.1 Employee Participation 22

Section 2.2 Excluded Employees 22

Section 2.3 Eligible Employee Procedures 23

Section 2.4 Optional Participation 23

Section 2.5 Reemployment 23

Section 2.6 Ineligible employment 24

Section 2.7 Purchase of Credited Service 25

ARTICLE III. RETIREMENT BENEFITS 27

Section 3.1 Normal Retirement 27

Section 3.2 Mandatory Participant Contributions 30

Section 3.3 Delayed Retirement 31

Section 3.4 Early Retirement 32

Section 3.5 No Duplication of Benefits 33

Section 3.6 Limitations on Benefits 33

ARTICLE IV. PAYMENT OF BENEFITS 40

Section 4.1 General Conditions 40

Section 4.2 Form of Benefit Payment 40

Section 4.3 Optional Form of Benefit Payment 44

Section 4.4 Direct Rollovers 48

Section 4.5 Transfers from Qualified Plans 49

Section 4.6 Mandatory Withholding on Certain Distributions 52

Section 4.7 Time of Payment and Minimum Distributions 54

Section 4.8 Purchase of Annuities 63

Section 4.9 Post-Retirement Benefit Increases 63

ARTICLE V. BENEFITS ON SEVERANCE FROM EMPLOYMENT,

DEATH OR DISABILITY 64

Section 5.1 Severance from Employment 64

Section 5.2 Disability Benefit 66

Section 5.3 Death Benefit 66

Section 5.4 Death of Employee 67

ARTICLE VI. OTHER BENEFIT PROVISIONS 68

Section 6.1 Qualified Domestic Relations Orders 68

Section 6.2 Unclaimed Benefits 68

ARTICLE VII. PLAN OPERATION AND ADMINISTRATION 71

Section 7.1 Plan Sponsor 71

Section 7.2 Plan Administrator 71

Section 7.3 Powers and Duties of Committee 71

Section 7.4 Uniformity of Application 74

Section 7.5 Committee Procedures 74

Section 7.6 Adherence to Plan Document 75

Section 7.7 Agent for Service of Process 75

Section 7.8 Allocation of Fiduciary Responsibilities 76

ARTICLE VIII. CONTRIBUTIONS 78

Section 8.1 Contributions 78

Section 8.2. Return of Contributions 80

Section 8.3 Deferred Annuity Contracts 81

Section 8.4 Qualified Military Service 81

ARTICLE IX. AMENDMENT AND TERMINATION 83

Section 9.1 Amendment 83

Section 9.2 Transfers of Assets 83

Section 9.3 Plan Termination 83

Section 9.4 Termination and Partial Termination 84

ARTICLE X. CLAIMS FOR BENEFITS 85

Section 10.1 Claims Procedure. 85

Section 10.2 Appeal for Further Review 86

Section 10.3 Exhaustion of Remedies 87

ARTICLE XI. OTHER PROVISIONS 88

Section 11.1 Exclusive Benefit of Participants 88

Section 11.2 Payments Solely from Plan Assets 88

Section 11.3 Not a Contract of Employment 88

Section 11.4 Prohibition on Alienation 88

Section 11.5 Necessary Information 89

Section 11.6 Inconsistencies and Separability 89

Section 11.7 Plan Forms 89

Section 11.8 Headings Not to Control 89

Section 11.9 Applicable Law 90

Section 11.10 Copy of Plan 90

Section 11.11 Entire Plan 90

Section 11.12 Internal Revenue Service Qualification 90

Section 11.13 Execution of the Plan 91

APPENDIX A 93

CITY OF FRANKLIN EMPLOYEES' PENSION PLAN

The City of Franklin Employees' Pension Plan (the "Plan") originally became effective May 1, 1971 and is herein amended and restated effective as of January 1, 2018, except as may otherwise be provided herein ("Effective Date").

The Plan was initially funded with a Group Annuity Contract of The Life Insurance Company of Georgia. On May 19, 1981, the Plan was amended and restated in its entirety and funded with a Group Annuity Contract issued by Provident National Assurance Company. Effective June 1, 1983 the Plan again was amended for the third time. The Plan was further amended and restated in its entirety for a fourth time on April 1, 1985 (but effective as of May 1, 1984), and a Provident National Assurance Company Prototype Defined Benefit Plan and Trust (Basic Plan Document Number 02), together with Adoption Agreement 02-001 and Special Attachment was adopted. Effective July 24, 1987, the Plan was funded by a Group Annuity Contract issued by Provident National Assurance Company. The Plan was amended to provide an Early Retirement Option effective June 30, 1995, and was further amended and restated effective July 1, 1995, January 1, 1997, July 1, 2003, January 1, 2009, and January 1, 2010. The Plan is herein amended and restated as of the Effective Date. The Plan is a defined benefit pension plan intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent those provisions apply to governmental plans.

The amended and restated Plan herein contained constitutes an amendment, effective as of the Effective Date, to the earlier Plan provisions, rather than a replacement of such Plan. The Plan provisions in effect immediately prior to this amendment shall remain in effect for those Participants who are not actively employed by the City of Franklin at any time after such date. The Plan, as amended and restated in this instrument, and the insurance contract(s) or Trust

established in connection with the Plan are intended to meet the requirements of Sections 401(a) and 501(a) of the Code, to the extent that those provisions apply to a governmental plan (as defined in Section 414(d) of the Code).

As of the Effective Date, the Plan as amended and restated has the terms and provisions hereinafter set forth.

ARTICLE I. DEFINITIONS

The following terms when used herein shall have the meaning set forth below, if capitalized. Unless the context clearly indicates otherwise, words in the masculine, feminine or neuter gender include the other genders and the singular includes the plural and vice versa.

Section 1.1 **"Accrued Benefit"** is the sum of (a) and (b):

(a) the amount of the retirement annuity or benefit accrued as of any given date for a Participant shall be equal to his prospective retirement annuity under the Plan at Normal Retirement Date as determined in Article III, Section 3.1(b) entitled "Normal Retirement Monthly Benefit," multiplied by the ratio that Credited Service at such date bears to the total possible Credited Service from the Participant's earliest employment date he would have completed if he lived and remained employed by the Employer until his Normal Retirement Date; and

(b) the amount determined from his Cash Balance Accounts.

Section 1.2 **"Active Participant"** shall mean any Employee who has satisfied the eligibility requirements under Article II, Section 2.1.

Section 1.3 **"Actuarial Equivalent" or "Actuarial Equivalence"** shall mean:

(a) for purposes of determining the optional forms of benefit other than conversion of the accrued benefit to a Single Sum Value or conversion of a Cash Balance Account to a Cash Refund Annuity, the equivalent value of a benefit shall be computed on the basis of the 1971 Group Annuity Table for Males, with interest payable at a rate of six percent (6%) per annum.

(b) for the purposes of determining a single sum value or the present value of Accrued Benefits pursuant to Article I, Section 1.1(a) and for determining the conversion of

Cash Balance Accounts (as defined in Article I, Section 1.12) to Cash Refund Annuities or Deferred Annuities in accordance with Article I, Sections 1.8 and 1.13, the equivalent value of a benefit shall be calculated on the basis of the Mortality Table for Sections 415 and 417(e) as set forth in IRS Rev. Rul. 2007-67 as amended from time to time with interest payable at a rate of six percent (6%) per annum.

Section 1.4 **"Actuary"** shall mean a qualified actuary who is a Member of the American Academy of Actuaries and who performs the annual actuarial valuations and other computations required under the Plan.

Section 1.5 **"Administrator"** shall mean the City of Franklin.

Section 1.6 **"Affiliate"** means any corporation or unincorporated business controlled by, or under common control with, an Employer within the meaning of Sections 414(b), (c), (m), or (o) of the Code. A corporation or unincorporated business shall not be deemed an Affiliate for any purpose under the Plan with respect to any period before it became an Affiliate.

Section 1.7 **"Anniversary Year"** means the 12 consecutive month period beginning on the first day of the month following the month in which an Employee completes his or her first Hour of Service and each succeeding 12 consecutive month period beginning on the anniversary of such date.

Section 1.8 **"Annuity Starting Date"** shall mean the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

Section 1.9 **"Average Compensation"** shall mean the average of the Participant's Compensation over the three (3) consecutive whole calendar years of a Participant's

Employment during which his Compensation was the greatest out of the last ten (10) calendar years or over a lesser number of Years of Employment actually served, provided, however, that for a Participant who was first hired by the City on or after February 15, 2010, "Average Compensation" shall mean the average of the Participant's Compensation over the five (5) consecutive whole calendar years of a Participant's Employment during which his Compensation was the greatest out of the last ten (10) calendar years or over a lesser number of Years of Employment actually served. Notwithstanding the foregoing, if the amount of Compensation in the whole or partial year in which the Participant terminates Employment is greater than the amount of Compensation for the first whole or partial year which would be used in determining the average hereunder, then the first whole year of actual Compensation shall be used in determining such Participant's Average Compensation.

Section 1.10 "Beneficiary" means the recipient or recipients, including a trust, last designated by a Participant in writing on forms provided by the Employer, who or which shall receive any benefits payable under the Plan upon the death of the Participant. If no such designation of Beneficiary has been received by the Employer prior to the date of death of the Participant or if there is no surviving Beneficiary and a benefit is due and payable that is a lump sum or may, under the terms of the Plan, be commuted and payable as a lump sum, such benefit shall be payable to the estate of the Participant.

Notwithstanding anything contained herein to the contrary, if a Beneficiary designated by a Participant is not the Participant's Spouse, the Spouse's written consent to such specific Beneficiary shall be required for such designation to become effective, and such consent shall be witnessed by a representative of the Administrator or a notary public. A Participant may revoke a Beneficiary(ies) designation at any time in writing. A Participant's Spouse may give a general

consent acknowledging the Spouse's right to consent to any Beneficiary and relinquishing such right, in which event any future revocation and/or redesignation of Beneficiary(ies) by the Participant shall not require further spousal consent. The consent of the Spouse must acknowledge the effect of such election and, once given, cannot be revoked by such Spouse. The Administrator may accept an election without the consent of the Spouse if there is no Spouse, the Spouse cannot be located, or such other circumstances as may be prescribed by the Secretary of the Treasury. Any spousal consent shall only be applicable to the Spouse granting such consent.

Section 1.11 "Board" means the Board of Mayor and Aldermen of the City of Franklin, Tennessee.

Section 1.12 "Cash Balance Account" means a hypothetical Employee Account wherein account values shall accrue with allocation credits and interest adjustments credits pursuant to Article III for illustrative purposes only; provided, however, the assets shall not be segregated or actually allocated to such accounts. Each Employee can have up to three (3) Cash Balance Accounts, for which the following definitions shall apply:

(a) "Pre-tax Employee Contribution Cash Balance Account" means a hypothetical account to which allocations are credited based on the percent of Compensation earned by the Employee during a year and contributed to the fund for which Code Section 414(h)(2) considers the contribution to be an Employer contribution and which are "picked-up" by the Employer and therefore deducted on a pre-tax basis from the Employee's wages. This contribution is mandatory for all employees hired after July 1, 1995. Notwithstanding the preceding sentence, no Participants who were first hired by the City after June 30, 2001 shall be required to make any mandatory

contributions to the Plan, and no Pre-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant.

(b) "Post-tax Employee Contribution Cash Balance Account" means a hypothetical account to which allocations are credited based on the percent of Compensation earned by the Employee during a year and contributed to the fund on voluntary basis on an after-tax basis. This contribution is voluntary for all employees. Notwithstanding the preceding sentence, no Participants who were first hired by the City after June 30, 2001 shall be allowed to make any after-tax contributions to the Plan, and no Post-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant.

(c) "Discretionary City Contribution Cash Balance Account" means a hypothetical account to which allocations are credited at the discretion of the City.

Notwithstanding the preceding provisions of this Section 1.12, those Participants who have made a one-time permanent election pursuant to Section 3.1(c) to transfer the balance in their Pre-tax Employee Contribution Cash Balance Plan Accounts as of June 30, 2002 to the City of Franklin Employees' Money Purchase Pension Plan shall make no subsequent mandatory contributions to the Cash Balance fund, and all future allocations of the mandatory contributions previously designated by the Participant pursuant to Section 3.1(c)(1)(i) shall be made to the electing Participant's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan.

Section 1.13 "Cash Refund Annuity" means a monthly annuity or lump sum death benefit payable to the Beneficiary in an amount determined upon the death of the Participant equal to the excess of the Cash Balance Account at Retirement Date over the sum of annuity

payments actually received by the Participant, if any; but annuity payments shall not be credited with additional interest after the Participant's Retirement Date.

Section 1.14 **"City"** means the City of Franklin located in Williamson County in the State of Tennessee.

Section 1.15 **"Committee"** means the City of Franklin Employee Pension and Trust Investment Committee, consisting of the City's Human Resources Director, Finance Director, Finance Chair of the Board, another member of the Board appointed by the Mayor, two (2) City Employee Representatives elected by the Employee population covered by this Plan, and two (2) Citizen Representatives who shall be appointed initially by the Mayor and approved by the Board, provided, however, that effective April 13, 2010, "Committee" means the City of Franklin Employee Pension and Trust Investment Committee, consisting of the City's Human Resources Director, two (2) members of the Board appointed by the Mayor, two (2) City Employee Representatives elected by the Employee population covered by this Plan in accordance with procedures established by the City, and two (2) Citizen Representatives who shall be appointed initially by the Mayor and approved by the Board. Subject to death, resignation, or removal as provided in Article VII hereof, each Employee Representative and each Citizen Representative shall serve a term of four (4) years. These terms shall be staggered so that one (1) Employee Representative and one (1) Citizen Representative begin their terms every two (2) years. These terms shall renew in years in which neither Mayoral nor Aldermanic elections occur. The term of the Human Resources Director shall never expire and shall be held by the employee currently holding the Human Resources Director position. The members of the Board shall serve at the will of the Mayor and shall be replaced either at the will of the Mayor or after the Aldermanic term has expired, whichever is sooner.[5]

Section 1.16 "Compensation" means, for each calendar year as reported on IRS Form W-2, an Employee's Compensation (as defined below) for Employment received in that year, plus any salary reduction amounts contributed on a pre-tax basis to the City of Franklin or to a "cafeteria plan" or to a "retirement plan" under Sections 125, 401(k), 402(a)(8), 402(h), 403(b), 414(h) or deferred compensation under Section 457 of the Internal Revenue Code established by the City of Franklin for its participating subsidiaries and affiliates. For Plan Years beginning on or after January 1, 2001, compensation paid or made available during the plan year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4). For purposes of this Section 1.14, the following definitions shall apply:

(a) "Compensation" includes base salary, overtime pay, bonuses, shift differential, holiday pay, fringe benefits (cash or noncash), deferred compensation, and welfare benefits.

(b) "Compensation" excludes reimbursements or other expense allowances, moving expenses, uniform allowances, supplemental pay for police officers and fire fighters, long term disability benefits, pay in lieu of notice, severance pay, tuition reimbursements, or automobile allowances.

(c) Notwithstanding the foregoing, effective for Plan Years beginning on or after January 1, 1989, the Compensation of an Employee may not exceed $200,000 for a Plan Year (as adjusted under Code Section 401(a)(17)). Commencing January 1, 1994, the Compensation of an Employee may not exceed $150,000 for a Plan Year as adjusted under Internal Revenue Code Section 401(a)(17). If Compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in a current Plan Year, the Compensation for that prior determination period is

subject to the annual compensation limit in effect for that prior determination period. For the purposes of the preceding sentence, for prior determination periods beginning before January 1, 1989, the annual compensation limit is $200,000 and for prior determination periods beginning before January 1, 1994, the annual compensation limit is $150,000. In applying these limits, the Plan shall use January 1, 1989 and January 1, 1994 fresh start dates with extended wear away.

Notwithstanding any provision of the Plan to the contrary, for Plan Years beginning on or after July 1, 2007, for all applicable purposes under the Plan of the definition of compensation under Section 415 of the Code, Compensation shall include the following types of compensation paid by the later of 2½ months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered compensation within the meaning of Section 415(c)(3) of the Code, even if payment is made within the time period specified above.

(a) Compensation shall include regular pay after severance from employment if:

(1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) Leave cashouts and deferred compensation shall be included in Compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are either:

(1) Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued; or

(2) Received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been made to the Participant if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(c) Compensation includes payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Section 414(u)(1) of the Code) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(d) Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code).

Section 1.17 "Continuous Employment" means the whole years and partially completed calendar months during which an Employee shall have been continuously employed with the Employer as a Regular Employee. If an Employee voluntarily terminates Employment or is discharged, his employment shall be deemed to cease on the date of his voluntary severance from Employment or discharge.

Section 1.18 "Credited Service" and "Years of Credited Service" shall mean the sum of periods of Continuous Employment expressed in whole years and whole months. Credited Service will not be granted for Credited Service for which a retirement benefit (Lump Sum or Annuity Benefit) already has been paid or is being paid or for which an Employee is accruing benefits as a member of another City-sponsored retirement plan, or Credited Service excluded under Article II, Section 2.2.

Section 1.19 "Delayed Retirement Date" shall mean the first day of the month coinciding with or next following the date after a Participant's Normal Retirement Date on which he actually terminates employment with the Employer for any reason other than death.

Section 1.20 "Disability" or "Disabled" shall mean an Employee's injury or illness that renders the Employee totally disabled to perform the essential duties of his Employment. The Administrator shall make the determination of an Employee's Disability based on such information as the Administrator may deem appropriate, including medical examinations.

Section 1.21 "Early Retirement Age" shall mean, as to each Participant, the later of age fifty-five (55) and ten (10) Years of Credited Service.

Section 1.22 "Early Retirement Date" shall mean, the first day of the month coinciding with or next following the date after a Participant's Early Retirement Age on which he actually terminated employment with the Employer for any reason other than death.

Section 1.23 "Employee" or "Eligible Class" or "Regular Employee" means any full-time person in the active and continuous employ of the Employer. For purposes of eligibility under the Plan and this Section, a full-time employee means anyone who is employed in a Regular position as defined in the City's job classification or employment standards and is employed for 30 or more hours per week and is not a person whose retirement benefit was the

subject of a collectively bargained agreement where retirement benefits were the subject of good faith bargaining between Employee representatives and the Employer.

Section 1.24 "Employer" means the City of Franklin, Williamson County, Tennessee or any entity with which said Employer may be merged or consolidated or by which it may be succeeded or is a member of the controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code without regard to Sections 1563(a)(4) and 1563(e)(3)(C) of which the City of Franklin is a member, but only after the date such corporation became a member of the controlled group of Corporations and which may adopt this Plan and Trust.

Section 1.25 "Employment" means employment with the City of Franklin.

Section 1.26 "ERISA" or "Act" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations and rulings in effect thereunder from time to time, as applicable to governmental plans.

Section 1.27 "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees.

A highly compensated active employee includes an Employee described in Code Section 414(q) and the Regulations thereunder and generally means an Employee who was (i) a "five percent owner" (as defined according to Code Section 416(i)(1)) of the Employer at any time during the current or the preceding Plan Year, or (ii) for the preceding Plan Year, had compensation from the Employer in excess of $90,000 (as adjusted by the Secretary pursuant to section 415(d) of the Code, except that the base period shall be the calendar quarter ending September 30, 1996) and, if the Employer so elects, was in the top-paid group for the preceding Plan Year.

For purposes of this Section, the term "compensation" means compensation within the meaning of Code Section 415(c)(3) of the Code without regard to Code Sections 125, 402(e)(3), and 402(h)(1)(B). However, for Plan Years beginning after December 31, 1997, for purposes of this Section, the term "compensation" means compensation within the meaning of section 415(c)(3) of the Code. Compensation paid or made available during the plan year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

A highly compensated former employee includes a former Employee who shall be treated as a Highly Compensated Employee because (i) such Employee was a Highly Compensated Employee when such Employee separated from service, or (ii) such Employee was a Highly Compensated Employee at any time after attaining age 55.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the top paid group, the number of employees treated as officers and the compensation that is considered will be made in accordance with section 414(q) of the Internal Revenue Code and the regulations thereunder.

Section 1.28 "Hour of Employment" shall mean the following:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer during the applicable computation period.

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the Employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence; provided, however, that

(1) no more than five hundred one (501) Hours of Employment shall be credited under this subsection (b) to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period),

(2) hours for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers compensation, unemployment compensation or disability insurance laws, and

(3) hours shall not be credited for a payment which solely reimburses an Employee for medical or medically-related expenses incurred by the Employee.

For purposes of this subsection (b), a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurer to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours shall not be credited both under subsection (a) or (b) and under this subsection. Hours credited for back pay under this subsection with respect to periods described in subsection (b) shall be subject to the limitations set forth in subsection (b).

The provisions of paragraphs (b) and (c) of 29 C.F.R. § 2530.200b-2 shall be observed in crediting Hours of Employment under this Section, which paragraphs are incorporated herein by reference.

Section 1.29 "Internal Revenue Code" or "Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations and rulings in effect thereunder from time to time, as applicable to governmental plans.

Section 1.30 "Insurer" means a legal reserve life insurance company or companies licensed to do business in the State of Tennessee.

Section 1.31 "Leased Employee" means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person (leasing organization) has performed services for the recipient (or for the recipient and related persons determined in accordance with section 414(n)(6) of the Internal Revenue Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction and control by the recipient Employer. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient Employer.

A leased employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten (10%) percent of compensation, as defined in section 415(c)(3) of the Internal Revenue Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under section 125, section 402(e)(3), section 402(h)(1)(B) or section 403(b) of the Internal Revenue Code; (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute

more than 20 percent of the recipient's nonhighly compensated workforce. Compensation paid or made available during the plan year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

Section 1.32 "Normal Annuity Form" means (a) and (b):

(a) for purposes of determining a benefit under Article IV, Section 4.2(a), a life retirement annuity which provides payments for the life of the Participant, the first payment becoming due on such Participant's retirement date, if living, and subsequent payments of a like amount, payable monthly thereafter during the lifetime of such Participant, terminating with the last payment due the month preceding the death of such Participant;

(b) for purposes of determining a benefit under Article IV, Section 4.2(c), the Cash Balance Account is an annuity based on the Cash Refund Annuity, pursuant to Article I, Section 1.13.

Section 1.33 "Normal Retirement Age" shall mean, as to each Participant, the date on which the Participant attains the later of age sixty-five (65) and five (5) Years of Credited Service.

Section 1.34 "Normal Retirement Date" shall mean the first day of the month coinciding with or next following (i) the date on which the Participant attains his Normal Retirement Age or, if earlier, (ii) with respect to Employees hired before July 1, 2006, the date on which the Participant completes twenty-five (25) Years of Credited Service.

Section 1.35 "One Year Break in Employment" shall mean a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and

ending on the next succeeding anniversary of such date during which an Employee has not been credited with an Hour of Employment as a Regular Employee.

To the extent not already credited, Hours of Employment shall be credited solely for the purpose of determining whether a One Year Break in Employment has occurred with respect to an Employee who is absent from work, regardless of whether the Employee is paid for such absence:

(a) by reason of the pregnancy of the Employee;

(b) by reason of the birth of a child of the Employee;

(c) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee;

(d) for purposes of caring for such child for a period beginning immediately following such birth or placement; or

(e) other authorized family and medical leave absences.

Hours of Employment shall be credited for such purpose pursuant to Code Section 411(a)(6)(E) only in the twelve (12) month consecutive period in which the absence from work begins, if the crediting is necessary to prevent a One Year Break in Employment in that twelve (12) consecutive month period, or in any other case, in the immediately following twelve (12) consecutive month period.

Section 1.36 "Participant" means an individual who has an Accrued Benefit under the Plan which has not been totally distributed.

Section 1.37 "Participating Employee" means an Employee who meets the requirements in Article II, Sections 2.1.

Section 1.38 "Participating Employer" means the City of Franklin, any successors thereof, and such subsidiaries and affiliates at the City of Franklin as are authorized to participate in this Plan by a resolution of the Board of Mayor and Aldermen, designating such subsidiary or affiliate as a Participating Employer, and by a resolution of the board of such subsidiary or affiliate adopting this Plan.

Section 1.39 "Plan" means the City of Franklin Employees' Pension Plan as herein set forth, and as amended from time to time, and shall include any Trust Agreement or insurance contract from time to time, and the Trust established under said Agreement or any insurance contract(s) entered into as a funding entity for the Plan.

Section 1.40 "Plan Year" means each twelve (12) month period beginning on January 1 and ending on the following December 31. A Year of Service is the 12-consecutive month period from January 1 to December 31 each year following the end of the Short Plan Year.

Section 1.41 "Qualified Joint and Survivor Annuity" shall mean for benefits not determined from a Cash Balance Account, a monthly benefit payable to the Participant for his lifetime with a monthly benefit following the death of the Participant payable to his Spouse and continuing for the life of such Spouse equal to fifty percent (50%) of the amount of the monthly benefit payable during the joint lives of the Participant and his Spouse; for benefits determined from a Cash Balance Account, a monthly benefit payable to the Participant for his lifetime with a monthly benefit following the death of the Participant payable to his Spouse and continuing for the life of such Spouse equal to fifty percent (50%) of the amount of the monthly benefit payable during the joint lives of the Participant and his Spouse, and upon the death of the last annuitant, the Beneficiary shall receive an amount equal to the excess of the Cash Balance Account at

retirement date over the sum of annuity payments actually received by the Participant and his Spouse, if any.

The Qualified Joint and Survivor Annuity shall be the Actuarial Equivalent of the normal annuity forms under the Plan, and shall be based on the Participant's entire Vested Benefit under the Plan, except as may otherwise specifically provided for, or as otherwise elected by the Participant in accordance with the terms of the Plan.

Section 1.42 "Reemployment Date" means the date as of which an Employee is credited with the first Hour of Employment as a Regular Employee after an interruption in Employment as a Regular Employee.

Section 1.43 "Retired Participant" means a Participant who has terminated active service with the Employer and is currently receiving benefits.

Section 1.44 "Rollover Account" means the account established and maintained by the Administrator for each Participant with respect to his total interest in the Plan resulting from amounts transferred from another qualified plan or "conduit" Individual Retirement Account in accordance with Section 4.5.

Section 1.45 "Spouse" means the spouse of a Participant pursuant to applicable federal and state law.

Section 1.46 "Temporary Employee" shall mean any Employee of the Employer who is not a full-time person in the active and continuous employ of the Employer. For purposes of this Section, a full-time employee means anyone who is employed in a Regular position as defined in the City's job classification or employment standards and is employed for 30 or more hours per week.

Section 1.47 "Terminated Vested Participant" shall mean former Employees who have a Vested Accrued Benefit but who are not yet currently receiving benefits.

Section 1.48 "Trust Agreement" means the Trust Agreement between the City of Franklin and the Trustees, attached hereto, provided, however, that effective as of September 1, 2011, "Trust Agreement" means a written agreement between the City of Franklin and the Trustee, as applicable.

Section 1.49 "Trust Fund" or "Fund" shall mean the assets consisting of such cash and other property as shall be paid or delivered to the Trustees or to the Insurer, including earnings.

Section 1.50 "Trustees" shall mean the Mayor, City Administrator, and the Human Resources Director, or any corporation or bank that accepts the role of Trustee under the terms of a written agreement with the City, provided, however, that effective as of September 1, 2011, "Trustee" or "Trustees" shall mean the City, or any corporation or bank that accepts the role of Trustee under the terms of a written agreement with the City.

Section 1.51 "Vested Accrued Benefit" means the nonforfeitable percentage of an Accrued Benefit to which a Participant is entitled, as determined under Article V, Section 5.1.

ARTICLE II. ELIGIBILITY TO PARTICIPATE

Section 2.1 Employee Participation.

Employees who were not Participants in the Plan immediately prior to the Effective Date shall become eligible to participate in the Plan as of the first day of the month immediately following the completion of the following eligibility requirements:

(a) He or she is permanently employed in a full-time position with the City;

(b) He or she is designated by the City as a Regular Employee and works at least thirty (30) hours per week; and

(c) He or she has earned at least one (1) Year of Credited Service.

Notwithstanding the foregoing, an Employee first hired on or after February 15, 2010, shall become eligible to participate in the Plan and become a Participant hereunder as of the first day of the month immediately following the commencement of the Employee's employment by the City, provided, however, that such Employee shall be eligible to participate in the Plan only upon his election to participate. Such election shall be made in a form and manner acceptable to the Plan Administrator. Notwithstanding the foregoing or any other provision of the Plan to the contrary, no Employee who is not already a Participant in the Plan on or before December 31, 2016 shall become eligible to participate in the Plan on or after January 1, 2017.[7]

Section 2.2 Excluded Employees.

Employees included in a unit of Employees covered by a collective bargaining agreement between the City of Franklin and Employee representatives are excluded from eligibility to participate in this Plan if retirement benefits were the subject of good faith bargaining. For this purpose, the term "Employee representative" does not include any organization more than half of whose members are Employees who are officers or executives of the Employer. Leased

Employees are excluded from eligibility to participate in the Plan. In addition, individuals designated by the City as Temporary Employees are excluded from eligibility to participate in the Plan. Employees who were not Participants in the Plan on or before December 31, 2016 shall be excluded from eligibility to participate in the Plan.[7]

Section 2.3 Eligible Employee Procedures.

Each eligible Employee who becomes a Participant shall, within thirty (30) days after receiving a notice from the Employer of eligibility to participate, execute an application form provided by the Employer for that purpose.

Section 2.4 Optional Participation.

Certain Employees who are classified at a level of Director and above in the City's job classification and who were employed on or after July 1, 1995 may opt out of participation in the Plan. The approval of this optional participation in the Plan is subject to the following conditions: (a) a written agreement exists between the Employee and the City, (b) the Employee must participate in another retirement plan stated in such agreement, and (c) the agreement must state the contribution or benefit he shall receive as a percentage of salary. An Employee's election pursuant to this Section 2.4 shall be irrevocable.[1]

Section 2.5 Reemployment.

Upon reemployment a former Active Participant will be eligible to accrue retirement benefits upon his reemployment date provided he has not received all of his benefits in lump sum or is not currently being paid a monthly benefit.

If reemployment occurs after a One Year Break in Employment, Credited Service completed before such break will be taken into account for the purposes of the Plan; provided, however, in the case of a Participant who does not have a Vested Accrued Benefit under the

Plan, that Years of Credited Service before a period of One Year Breaks in Employment will not be taken into account if the number of consecutive One Year Breaks in Employment equals or exceeds the greater of (A) five (5) or (B) the aggregate number of pre-break Years of Credited Service. Such aggregate number of Years of Credited Service will not include any Years of Credited Service disregarded under the preceding sentence by reason of prior One Year Breaks in Employment.

If reemployment occurs before a One Year Break in Employment, the period of absence will be deemed Credited Service for the purposes of meeting the requirements for participation (see Section 2.1).

For purposes of the foregoing and for all features of the Plan as adopted with respect to Employees first hired on or after February 15, 2010:

(a) a Participant who has no Vested Accrued Benefit upon his severance from Employment and who is subsequently re-hired after February 15, 2010, is a new hire at the time of his reemployment unless such Participant's forfeited Accrued Benefit is eligible to be and is reinstated pursuant to Section 5.1(e);

(b) a Participant who has a vested Accrued Benefit that is not distributed upon his severance from Employment and who is subsequently re-hired after February 15, 2010, is not a new hire at the time of his reemployment; and

(c) a Participant who has a vested Accrued Benefit that is distributed upon his severance from Employment and who is subsequently re-hired after February 15, 2010, is a new hire at the time of his reemployment.

Section 2.6 Ineligible employment.

In the event that a Participant becomes ineligible to participate because he is no longer a member of an eligible class of Employees but has not incurred a One Year Break in Employment, such Employee shall participate immediately upon returning to an eligible class of Employees. If such participant incurs a One Year Break in Employment, eligibility to participate shall be determined under Reemployment, pursuant to Article II, Section 2.5.

Section 2.7 Purchase of Credited Service.

Notwithstanding any provision of the Plan to the contrary, with respect to an Employee who was first hired on or after February 15, 2010, and who has not elected to participate in the Plan pursuant to Section 2.1, such Employee who has become fully vested in his account balance under the City of Franklin 2010 Defined Contribution Plan (the "DC Account Balance") attributable to employer contributions by reason of the completion of five (5) years of service for the City may make an irrevocable election in a form and manner prescribed by the City to become a Participant under the Plan and to purchase Years of Credited Service with his DC Account Balance pursuant to the following formula:

Years of Credited Service = 5, multiplied by a fraction, the numerator of which is the amount actually paid by the Employee for the purchase of Credited Service, and the denominator of which is the product of (i) the Employee's total compensation during the period of his first sixty (60) months of service for the City, multiplied by (ii) 15% (subject to future actuarial adjustment).

Such election shall be made no later than such time as shall be reasonably required by the Plan Administrator. The purchase of Years of Credited Service must be completed no later than the first day of the month following the date that is sixty (60) days after the date that the Employee became fully vested in his DC Account Balance. An Employee who elects to

purchase Years of Credited Service in part with funds other than amounts attributable to his DC Account Balance must provide to the Plan Administrator all such necessary funds to complete the purchase by such date. Amounts used for the purchase of Years of Credited Service shall be used in the following order until each such fund source is exhausted:

(1) That portion of the DC Account Balance attributable to employer contributions;

(2) That portion of the DC Account Balance attributable to employee contributions;

(3) Any other Employee funds.

Notwithstanding the foregoing, no Employee shall be permitted to purchase more than five (5) Years of Credited Service pursuant to this Section 2.7. An Employee who makes the election provided for in this Section 2.7 shall become eligible to earn additional Years of Credited Service under the Plan as of the effective date of his election to participate in the Plan.

ARTICLE III. RETIREMENT BENEFITS

Section 3.1 Normal Retirement.

(a) Condition. A Participant whose Employment with the Employer is terminated on his Normal Retirement Date shall be entitled to receive a monthly retirement benefit paid in accordance with Article IV.

(b) Normal Retirement Monthly Benefit. The monthly retirement benefit, based on the Normal Form of payment described in Article IV, Section 4.2(a), which shall commence as of the Participant's Normal Retirement Date, and shall be payable as set forth in Section 4.1, shall be determined as of such date in accordance with subsections (1) and (2) below:

(1) With respect to any Participant whose Employment is terminated on or after July 1, 2003, such Participant shall be eligible for a Normal Retirement Monthly Benefit as of the first day of the month coinciding with or next following the date the Participant attains Normal Retirement Age. The Normal Retirement Monthly Benefit shall be one-twelfth of two percent (1/12 of 2%) of the Participant's Average Compensation times Years of Credited Service.

(2) With respect to any Participant whose Employment is terminated prior to July 1, 2003, the Normal Retirement Monthly Benefit for such Participant shall be calculated according to applicable provisions of the Plan as in effect on the date such Participant's Employment is terminated.

(c) Cash Balance Accounts. A Participant's Cash Balance Account is the sum of the following credits under subsections (1) and (2):

(1) Annual hypothetical allocations:

(i) Pre-tax Employee Contribution Cash Balance Account - the annual hypothetical allocation credit is based on the amount expressed as a percent of Compensation the Employee designates as his mandatory contribution, and which amount is considered picked-up as an Employer Contribution under Code Section 414(h)(2).

(ii) Post-tax Employee Contribution Cash Balance Account - the annual hypothetical allocation credit is based on the amount expressed as a percent of Compensation made by the Employee each year on an after-tax basis.

(iii) Discretionary City Contribution Cash Balance Account- the hypothetical allocation is based on an amount expressed as a percent of Compensation or in dollars that is made at the discretion of the City.

(2) Interest adjustments to Cash Balance Accounts shall be based on the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published by the Internal Revenue Service for the November 1 prior to January 1 of the next Plan Year, plus one percent (1%); however, in no event shall the interest credited be less than six percent (6%) per annum. Interest credited shall be based on simple interest for periods of less than twelve 12 months.

Interest adjustments shall be determined in the following manner and shall include the sum of the following items:

(i) The interest adjustment credited for the Cash Balance Account as of December 31 as of any Plan Year shall include interest earned for the entire year, or, if credited for a partial year shall be based on completed months to the date of distribution.

(ii) The interest adjustment on Allocations credited to the Cash Balance Account during a Plan Year will assume that contributions were made on a monthly basis at the end of each completed month. A monthly Allocation amount will be equal to the annual Allocation amount, divided by the number of completed months of Participation during the Plan Year, and the interest will be determined assuming the monthly amount was credited to the account at the end of the month.

(3) Notwithstanding the preceding provisions of Section 3.1(c), for each Participant who has made a one-time permanent election to transfer the balance in the Participant's Pre-tax Employee Contribution Cash Balance Account as of June 30, 2002 to the City of Franklin Employees' Money Purchase Pension Plan, all future allocations of the mandatory contributions previously designated by the Employee pursuant to Section 3.1(c)(1)(i) shall be made to the electing Employee's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan. Any funds transferred from a

Participant's Pre-tax Employee Contribution Cash Balance Account shall become the Participant's beginning Employee Contribution Account balance in such Money Purchase Pension Plan. The window to make this one-time permanent election has expired and the class of Employees eligible to select this option has closed.

(4) Notwithstanding the preceding provisions of Section 3.1(c), no Participants who were first hired by the City after June 30, 2001 shall be required to make any mandatory contributions to the Plan or allowed to make any after-tax contributions to the Plan. As such, no Pre-tax Employee Contribution Cash Balance Account or Post-tax Employee Contribution Cash Balance Account shall be maintained for any such Participants.

(5) Notwithstanding the preceding provisions of Section 3.1(c), with respect to Participants first hired by the City prior to July 1, 2001, the designation of an amount expressed as a percent of Compensation to be his or her mandatory contribution shall be an irrevocable election, and such designation cannot be altered by the Participant once designated.[1]

Section 3.2 Mandatory Participant Contributions.

Notwithstanding any provision of the Plan to the contrary, a Participant who was first hired by the City on or after February 15, 2010, shall make a mandatory contribution to the Plan in an amount equal to 5% of the Participant's Compensation. Such Participant whose Employment terminates before he is fully vested in his Accrued Benefit shall be entitled to a return of such mandatory contributions, as adjusted for earnings, as soon as is reasonably practicable following termination. For this purpose, earnings shall be equal to the State of

Tennessee Local Government Investment Pool rate of return, not to exceed 5%, compounded annually as of the first day of the Plan Year, and shall include an amount equal to pro-rated annual interest on the Participant's mandatory contributions as of January 1 of the year of termination for the period beginning on the first day of the year of termination and ending on the actual date of termination. The return of a Participant's mandatory contributions shall constitute a full payment and release of the Participant's right to any benefit under the Plan that is attributable to such mandatory contributions.

Section 3.3 Delayed Retirement.

(a) Condition. A Participant who continues Employment with the Employer beyond his Normal Retirement Date shall be eligible to retire on a Delayed Retirement Date and receive a monthly retirement benefit paid in accordance with Article IV.

(b) Delayed Retirement Benefit. The monthly retirement benefit, which shall commence as of the Participant's Delayed Retirement Date, and shall be payable as provided in Section 4.1, shall be the greater of:

(1) the amount computed in the manner set forth in Section 3.1(b), with such computation made as of his Delayed Retirement Date based on the normal form of payment described in Section 4.2(a), or

(2) the Actuarial Equivalent of the amount the Participant would have received if he had retired on his Normal Retirement Date.

In no event shall the benefit computed hereunder be less than the benefit payable at the Participant's Normal Retirement Date.

The retirement benefit determined from Cash Balance Accounts, which shall commence as of the Participant's Delayed Retirement Date, shall be the amount

calculated in the manner set forth in Section 3.1(c), with such calculation made as of his Delayed Retirement Date, based on the form of payment described in Section 4.2(a). Such benefit shall be payable as set forth in section 4.1.

Section 3.4 Early Retirement.

(a) Condition. If a Participant terminates Employment with the Employer prior to his Normal Retirement Date, but at or after such time that he has attained age fifty-five (55) and ten (10) Years of Credited Service, he shall be entitled to a monthly retirement benefit paid in accordance with Article IV.

(b) Early Retirement Benefit. The amount of monthly retirement benefit determined as of a Participant's Early Retirement Date, based on the normal form of payment described in Section 4.2(a), shall be either (1) or (2) or (3) or (4), plus (5):

(1) The deferred early retirement benefit which shall commence as of his Normal Retirement Date in an amount equal to his Accrued Benefit;

(2) If a Participant has fewer than twenty-five (25) years of Credited Service on his Early Retirement Date, an amount equal to his Accrued Benefit determined by Section 1.1(a), reduced by five percent (5%) for each year his Early Retirement Date precedes his Normal Retirement Date, with a pro rata adjustment for any partial years, rounded to the nearest month;

(3) If a Participant has completed at least twenty-five (25) years of Credited Service on his Early Retirement Date, an amount equal to his Accrued Benefit determined by Section 1.1(a);

(4) With respect to a Participant who was first hired by the City before February 15, 2010, if a Participant has twenty (20) or more years of Credited

Service and has attained at least age 62, an amount equal to his Accrued Benefit determined by Section 1.1(a);

(5) The Accrued Benefit determined under Section 1.1(b), paid based on the forms of payment described in Article IV, Section 4.1.

If the Participant requests an Early Retirement Benefit in writing to the Administrator, the retirement benefit shall commence as of the first day of the month next following the Participant's Early Retirement Date and shall be payable as provided in Section 4.1.

Section 3.5 No Duplication of Benefits.

Notwithstanding any provision of the Plan which may be construed to the contrary, a Participant or Beneficiary shall not be entitled to two separate benefits under the Plan which are attributable to the same period of employment. Accordingly, if benefit payments are made to or in respect of the same Participant, the determination of which is based upon the same period of employment as the benefits previously paid, the benefit currently payable shall be reduced to reflect the Actuarial Equivalent value of the benefits previously paid.

Section 3.6 Limitations on Benefits.

(a) General Limitation. The projected annual benefit of a Participant shall not exceed the limitation set forth in Section 415(b)(1) of the Code (the "Defined Benefit Dollar Limitation").

(b) Adjustment for Early Retirement. If the retirement benefit of a Participant commences before the Participant attains age 62, the Defined Benefit Dollar Limitation shall be adjusted so that it is the Actuarial Equivalent of an annual benefit of one hundred sixty thousand dollars ($160,000), multiplied by the Adjustment Factor as prescribed by the Secretary of the Treasury, beginning at age 62. The adjustment provided for in the

preceding sentence shall be made in accordance with regulations prescribed by the Secretary of the Treasury. For purposes of this Section, "Adjustment Factor" shall mean the cost-of-living adjustment factor prescribed by the Secretary of Treasury under Section 415(d) of the Code, applied to such items and in such manner as the Secretary shall prescribe.

(c) Adjustment for Deferred Retirement. If the retirement benefit of a Participant commences after the Participant attains age 62, the Defined Benefit Dollar Limitation shall be adjusted so that it is the Actuarial Equivalent of a benefit of one hundred sixty thousand dollars ($160,000) beginning at age 62, multiplied by the Adjustment Factor as provided by the Secretary of the Treasury, based on the lesser of the interest rate assumption under the Plan or on an assumption of five percent (5%) per year.

(d) Changes in Benefit Structure. To the extent provided by the Secretary of the Treasury, Section 3.5 shall be applied separately with respect to each change in the benefit structure of the Plan.

(e) Preservation of Accrued Benefit. If the Current Accrued Benefit of an individual who is a Participant as of the first day of the limitation year beginning on or after January 1, 1987 exceeds the benefit limitations under Section 415(b) of the Code (as modified by this Section), then for purposes of Code Sections 415(b) and (e), the Defined Benefit Dollar Limitation with respect to such individual shall be equal to such Current Accrued Benefit. "Current Accrued Benefit" shall mean a Participant's Accrued Benefit under the Plan determined as if the Participant had separated from service as of the close of the last limitation year beginning before January 1, 1987, when expressed as an annual

benefit within the meaning of Section 415(b)(2) of the Code. In determining the amount of a Participant's Current Accrued Benefit, the following shall be disregarded:

(1) any change in the terms and conditions of the Plan after May 5, 1986; and

(2) any cost-of-living adjustment occurring after May 5, 1986.

(f) Other Defined Benefit Plans. For purposes of applying the limitations set forth in subsection (a) hereof, all Defined Benefit Plans of the Employer established pursuant to Code §§ 401(a) or 403, whether or not terminated, shall be treated as one Defined Benefit Plan.

(g) Plans of Affiliates. For purposes of applying the limitations set forth in subsection (a) hereof, a Defined Benefit Plan maintained by any Affiliate shall be treated as maintained by all other Affiliates.

(h) Maximum Monthly Benefits. Notwithstanding any other provision of this Plan, the maximum monthly annuity payable to a Participant commencing at age 62 shall not exceed (1) $13,333, or (2) one hundred percent (100%) of the Participant's average monthly compensation during his or her highest three (3) consecutive calendar years.

(i) Reduction For Less Than 10 Years of Service. The maximum monthly amount under (a) shall be reduced if the Participant has fewer than 10 years of participation in the Plan. In that event, the maximum amount shall be equal to the amount in paragraph (a) multiplied by a fraction, the numerator of which is months of participation and the denominator of which is 120.

(j) Adjustment for Early or Late Commencement. The monthly maximum in paragraph (a) shall be multiplied by the applicable factor from the table below, based on

the number of years and months between the annuity starting date and the first day of the month after the month in which the Participant attained age 62.

	Year of Birth		
Age	**1937 and before**	**1938 and 1954**	**1955 and after**
55	0.4683	0.4391	0.4098
56	0.5034	0.4719	0.4404
57	0.5417	0.5078	0.4740
58	0.5838	0.5473	0.5108
59	0.6301	0.5907	0.5513
60	0.6811	0.6385	0.5960
61	0.7375	0.6914	0.6453
62	0.8000	0.7500	0.7000
63	0.8667	0.8000	0.7500
64	0.9333	0.8667	0.8000
65	1.0000	0.9333	0.8667
66	1.0942	1.0000	0.9333
67	1.2002	1.0969	1.0000
68	1.3202	1.2066	1.1000
69	1.4564	1.3311	1.2135
70	1.6118	1.4731	1.3429
71	1.7897	1.6357	1.4911
72	1.9943	1.8227	1.6616
73	2.2307	2.0387	1.8585
74	2.5051	2.2895	2.0872
75	2.8252	2.5821	2.3539

Straight line interpolation shall be used to determine the applicable factors if the difference is in months less than a full year. For factors before age 55, the applicable age 55 factor shall be reduced by five percent (5%) compounded annually to the appropriate age (years and months).

(k) Adjustments for Benefit Options

(1) No additional adjustments shall be made to the monthly maximum if the participant receives a single-life annuity or a joint and fifty percent (50%) survivor level annuity with the Spouse as joint annuitant.

(2) If the Participant elects a joint and fifty percent (50%) survivor annuity with a Spouse joint annuitant, the annuity amount may not exceed an amount equal to (i) the applicable monthly maximum multiplied by (ii) a fraction, the numerator of which is the initial joint and fifty percent (50%) survivor amount and the denominator of which is the Participant's joint and fifty percent (50%) survivor annuity amount option.

(3) If the Participant elects a single-life escalating annuity or joint and survivor escalating or level annuity with a non-Spouse joint annuitant, the initial annuity amount may not exceed an amount equal to (i) the applicable monthly maximum, multiplied by (ii) a fraction, the numerator of which is the initial single-life annuity amount or joint and survivor annuity amount, and the denominator of which is the single-life annuity option amount.

(4) If the Participant elects the single sum payment option, the single sum amount payable may not exceed an amount which is the single sum payment option for the maximum monthly single-life annuity the Participant could receive.

(l) Survivor and Disability Benefits. For all Plan Years in which the Plan is a governmental plan as defined in Code Section 414(d), the adjustment described in Section 3.5(b) and the reduction described in Section 3.5(i) shall not apply to (i) amounts received under the Plan as a result of the Disability of the Participant; and (ii) amounts

received under the Plan by a Participant's beneficiaries, survivors or the estate of the Participant as a result of the Participant's death.

(m) Additional Limitations. The following provisions shall supersede any conflicting provision of the Plan, effective as of January 1, 2008.

(1) The application of the provisions of this paragraph (m) shall not cause the maximum permissible benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Treasury Regulations, and other published guidance relating to Section 415 of the Code in effect as of the end of the last limitation year beginning before July 1, 2007, as described in section 1.415(a)-1(g)(4) of the Treasury Regulations.

(2) Notwithstanding any provision of the Plan to the contrary, the limitations, adjustments, and other requirements prescribed in the Plan shall comply with the provisions of Section 415 of the Code and the final Treasury Regulations promulgated thereunder, as applicable, the terms of which are specifically incorporated herein by reference as of the effective date of this paragraph (m), except where an earlier effective date is otherwise provided in the final Treasury Regulations or in this paragraph (m). However, where the final Treasury Regulations permit the Plan to specify an alternative option to a default

option set forth in the Treasury Regulations, and the alternative option was available under statutory provisions, Treasury Regulations, and other published guidance relating to Section 415 of the Code as in effect prior to April 5, 2007, and the Plan provisions in effect as of April 5, 2007 incorporated the alternative option, said alternative option shall remain in effect as a plan provision for limitation years beginning on or after July 1, 2007 unless another permissible option is elected in this paragraph (m).

(3) In the case of a Participant who has had a severance from employment with the Employer, the Defined Benefit Dollar Limitation applicable to the Participant in any limitation year beginning after the date of severance shall not be automatically adjusted under Section 415(d) of the Code.

(4) For purposes of the Defined Benefit Dollar Limitation, a Participant's compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates.

ARTICLE IV. PAYMENT OF BENEFITS

Section 4.1 General Conditions.

As a condition precedent to the distribution of any benefit under the Plan to a Participant or Beneficiary, as the case may be, such Participant or Beneficiary may be required to submit a written application to receive such benefit in such form and manner as shall be prescribed by the Administrator. Any payment of benefits to a Participant or Beneficiary, or to his legal representative, in accordance with the provisions of the Plan, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of all claims hereunder against the Trustees, the Administrator and the Employer, who may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefore. Benefit payments will be payable the first day of the month or such other day or days of the month as determined by the Plan Administrator.

Section 4.2 Form of Benefit Payment.

(a) Normal Form of Payment. The normal form of payment of any benefit not determined using a Cash Balance Account shall be in the form described in Section 1.33 as the Normal Annuity Form.

The normal form of payment of any benefit determined using a Cash Balance Account described as a Cash Refund Annuity in Article I, Section 1.13, is payable monthly to the Participant during his lifetime. The monthly amount shall be equal to the Cash Balance Account amount as of date of retirement divided by the Cash Refund Annuity shown in Appendix A using the Actuarial Equivalence assumptions stated in Article I, Section 1.2. The Cash Refund Annuity shall be pro rata retirement ages between integral ages.

Any other form of benefit payment provided under this Section or optional forms under Section 4.3 shall be the Actuarial Equivalent of such normal form of benefit payment.

(b) Form of Payment for a Married Participant. Subject to the provisions of Sections 4.2(c) and 4.2(d) below, benefits payable under the Plan shall be paid in the form of a Qualified Joint and Survivor Annuity with respect to a married Participant who is entitled to receive a monthly benefit pursuant to this Article IV.

Notwithstanding the foregoing, the Qualified Joint and Survivor Annuity shall not be required with respect to a benefit which is less than five thousand dollars ($5,000) or less and which is paid in a lump sum.

(c) Election to Receive an Optional Form of Benefit. At least thirty (30) days and no more than one hundred eighty (180) days before the Participant's Annuity Starting Date, a Participant shall be given a written notice to the effect that benefits thereafter payable will be in the form specified in this Section 4.2 unless the Participant, with the written consent of his Spouse, if applicable, elects to the contrary prior to the commencement of payments. The notice shall describe, in a manner intended to be understood by the Participant:

(1) each form of payment available under the Plan;

(2) the respective value of each form of payment;

(3) the Participant's right to make, and the effect of, an election to receive an optional form of benefit;

(4) the right of the Participant, if any, to defer commencement of payments; and

(5) the rights of the Participant's Spouse, if applicable.

Each Participant, with the consent of his Spouse, if applicable, shall have the right to elect during the "election period" to have his retirement benefit paid under any one of the options hereinafter set forth in Section 4.3 in lieu of the applicable retirement benefit otherwise provided for in this Section 4.2. The "election period" shall be the one hundred eighty (180) day period ending on the Annuity Starting Date.

A Participant who desires to have his retirement benefit paid under one of the optional forms provided in Section 4.3 shall make an election by written notice to the Administrator on forms provided by the Administrator. Such election must include the written consent of the Spouse, if applicable, witnessed by a representative of the Administrator or notary public, and may be revoked by such Participant in writing to the Administrator at any time during the election period. The consent of the Spouse must acknowledge the effect of such election and, once given, shall be irrevocable and shall be binding only with respect to the Spouse executing the consent. The consent of the Spouse must also either (i) consent to a designated Beneficiary who will receive any survivor benefits under the Plan and the form of benefits paid under the Plan or (ii) acknowledge that the Spouse has the right to limit consent to a specific Beneficiary or a specific form of benefits, and that the Spouse is voluntarily electing to relinquish both of such rights. The Administrator may accept an election other than that provided hereunder without the consent of the Spouse if there is no Spouse, the Spouse cannot be located, or such other circumstances as may be prescribed by regulations. After retirement benefit payments have commenced, no future elections or revocations of an optional form will be permitted under any circumstances.

Notwithstanding the foregoing, the Participant may waive the notice and receipt of the written explanation regarding the Qualified Joint and Survivor Annuity.

(d) Payment of Small Benefits. If a Participant terminates service and if the Actuarial Equivalent of the Vested Benefit payable to a Participant or his Beneficiary is equal to or less than one thousand dollars ($1,000), the Administrator shall direct that such benefit be paid in a lump sum as soon as is practicable. If a Participant terminates service and if the Actuarial Equivalent of the Vested Accrued Benefit, excluding that portion attributable to the Cash Balance Accounts, payable to the Participant or his Beneficiary is less than or equal to fifteen thousand dollars ($15,000), the Participant or Beneficiary, as applicable, may elect to receive in lieu of his/her Vested Accrued Benefit under Article V hereof either (i) the benefit in a lump sum, or (ii) a return of the Participant's mandatory contributions, as adjusted for earnings in the same manner as provided in Section 3.2 hereof, in each case which payment shall be made as soon as practicable following the election (whether before, on or after the Participant's Normal Retirement Date). The return of a Participant's mandatory contributions shall constitute a full payment and release of the Participant's right to any benefit under the Plan.

If a partially Vested Participant receives a distribution pursuant to this Section and the participant resumes covered Employment under the Plan, he shall have the right to restore his City contributions under Article III, Section 3.1(b) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of the distribution at the rate of five percent (5%). Such repayment must be made by the Participant before the earlier of five (5) years after the first date on which the Employee is reemployed, or the close of the period in which the Participant

incurs five (5) consecutive One Year Breaks in Employment following the date of distribution. [6]

Section 4.3 Optional Form of Benefit Payment.

(a) Determination of Optional Benefit. The amount of any benefit payable in accordance with options provided in this Article shall be determined as of the date payment thereof is made or commenced as the Actuarial Equivalent of the Normal Annuity Form of payment. For any annuity optional selector for benefit determined using the Cash Balance Account, the optional form will be the Cash Refund Annuity of that particular option.

Under any option elected which provides for payments to a Beneficiary after the death of a Participant, except under Option 1 if the Participant's Spouse is the Beneficiary, the actuarial present value of all payments to the Participant must be more than fifty percent (50%) of the actuarial present value of payments to the Participant and his Beneficiary.

(b) Description of Options.

Option 1. Optional Joint and Survivor Annuity. This form of benefit is payable monthly to the Participant for life and a percentage (50%, 75% or 100%) of such amount, as elected by the Participant, shall continue after his death to his surviving designated Beneficiary for life. If his designated Beneficiary does not survive the Participant, no further benefits will be payable under this option.

Option 2. Single Life Annuity. This form of benefit is payable monthly to the Participant for life.

Option 3. Life Annuity with Payments Guaranteed. This form of benefit is payable monthly to the Participant for life with the first sixty (60), one hundred twenty (120) or one hundred eighty (180) monthly payments guaranteed, as elected by the Participant. Any guaranteed payments due after the death of the Participant shall be payable to his Beneficiary, if any, who survives the Participant, or, if there is no surviving Beneficiary, the commuted value of any remaining guaranteed payments shall be payable in a lump sum to the Participant's estate.

If the surviving Beneficiary should die before all guaranteed payments have been paid, the commuted value of any remaining guaranteed payments shall be payable in a lump sum to the estate of said Beneficiary.

Option 4. Lump Sums. A Participant, at his or her election as provided herein at any date after his/her termination of employment but no later than the earlier of (i) the Participant's Annuity Starting Date or (ii) the date the Participant's Minimum Distributions commence as provided in Section 4.7, may elect in lieu of his/her Cash Refund Annuity under Section 4.2(a) to receive the portion of the Accrued Benefit attributable to the Participant's Cash Balance Account in a one-time single lump sum equal to its value on the date paid. Such election must be made with respect to the total Accrued Benefit attributable to the Participant's Cash Balance Account and no partial distributions of such Accrued Benefit may be elected. With respect to the portion of a Participant's Accrued Benefit not attributable to his Cash Balance Accounts, the lump sum form of payment is available only as a Small Amount payable under Section 4.2(d) or as a Death Benefit pursuant to Section 5.3.

(c) Cancellation of Election. The election by a Participant of any option under this Article involving survivor payments shall be null and void if the Participant's designated Beneficiary shall die before benefit payments commence, and benefits shall be payable pursuant to the normal form of settlement. A Participant may revoke an election in writing at any time prior to the Participant's Annuity Starting Date. After any such revocation a Participant may again, with the written consent of his Spouse, if any, make another election in the manner elsewhere provided in this Section.

(d) Adjustments to Annual Benefit and Limitations. Notwithstanding any provision of the Plan to the contrary, effective for distributions in Plan Years beginning after December 31, 2003, the required determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with this subsection (d).

(1) Limitation years beginning before July 1, 2007. For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount:

(A) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(B) a 5-percent interest rate assumption and the "applicable mortality table" defined in the Plan for that Annuity Starting Date.

(2) Limitation years beginning on or after July 1, 2007. For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:

(A) The annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and

(B) The annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5-percent interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(3) With respect to employee contributions hereunder, and for limitation years beginning after December 31, 2001, and except as otherwise permitted under this Plan and Code Section 414(v), the annual addition that may be contributed under the Plan for any limitation year shall not exceed the lesser of:

(i) $40,000, as adjusted for increases in the cost-of-living under Code Section 415(d), with references to quarters and base periods independently of the defined benefit dollar limit, or

(ii) one hundred percent (100%) of the Participant's compensation (within the meaning of Section 415(c)(3) of the Code) for the limitation year.

Any adjustments shall be in $1,000.00 increments. Any repayment of contributions and earnings which were previously refunded due to a forfeiture of service

credit under IRC 415(k)(3) shall not be taken into account for purposes of IRC Section 415.

If the annual additions attributable to employee contributions as provided in this subsection (3) are exceeded for any Participant, the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006¬27 or any superseding guidance, including, but not limited to, the preamble of the final Section 415 regulations.[1]

Section 4.4 Direct Rollovers.

A Participant or an alternate payee who is a Participant's Spouse or former Spouse may elect to have all or any portion of an eligible rollover distribution (as defined in section 402(c) of the Internal Revenue Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c) of the Internal Revenue Code) that accepts the eligible rollover distribution in a direct rollover. A Beneficiary who is the surviving Spouse of a Participant may also elect to have all or any portion of an eligible rollover distribution from the Plan paid directly to an eligible retirement plan which is an individual retirement account or individual retirement annuity, and that accepts the eligible rollover distribution. The above elections shall be made in accordance with procedures established by the Board of Mayor and Aldermen. For purposes of this Section 4.4, an eligible retirement plan shall include an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a

distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

For distributions made after December 31, 2007, a distributee may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code Section 408A(b). For distributions made after December 31, 2009, if a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover. If the Employee's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).

Section 4.5 Transfers from Qualified Plans.

(a) With the consent of the Administrator, amounts may be transferred from other qualified plans, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of the Plan or create adverse tax consequences for the Employer. The amounts transferred shall be set up in a separate account herein referred to as a "Rollover

Account." Such account shall be fully Vested at all times and shall not be subject to forfeiture for any reason.

(b) Amounts in a Participant's Rollover Account shall be held by the Trustees pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as provided in Paragraphs (c) and (d) of this Section.

(c) Amounts attributable to elective contributions (as defined in Regulation § 1.401(k)-1(g)(4)), including amounts treated as elective contributions, which are transferred from another qualified plan in a plan-to-plan transfer shall be subject to the distribution limitations provided for in Regulation § 1.401(k)-1(d).

(d) At Normal Retirement Date, or such other date when the Participant or his Beneficiary shall be entitled to receive benefits, the value of the Rollover Account shall be used to provide additional benefits to the Participant or his Beneficiary. The value shall be determined in the same manner as the Cash Balance Account. Any distributions of amounts held in a Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Section 4.2, including, but not limited to, all notice and consent requirements of Code Sections 411(a)(11) and 417 and the Regulations thereunder. Furthermore, such amounts shall be considered as part of a Participant's benefit in determining whether an involuntary cash-out of benefits without Participant consent may be made.

(e) The Administrator may direct that employee transfers made after a valuation date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain

segregated or be invested as part of the Plan's Trust Fund, to be determined by the Administrator.

(f) For purposes of this Section, the term "qualified plan" shall mean any tax qualified plan under Code Section 401(a). The term "amounts transferred from other qualified plans" shall mean: (i) amounts transferred to this Plan directly from another qualified plan; (ii) lump-sum distributions received by an Employee from another qualified plan which are eligible for tax free rollover to a qualified plan and which are transferred by the Employee to this Plan within sixty (60) days following his receipt thereof; (iii) amounts transferred to this Plan from a conduit individual retirement account provided that the conduit individual retirement account has no assets other than assets which (A) were previously distributed to the Employee by another qualified plan as a lump-sum distribution, (B) were eligible for tax-free rollover to a qualified plan, and (C) were deposited in such conduit individual retirement account within sixty (60) days of receipt thereof and other than earnings on said assets; and (iv) amounts distributed to the Employee from a conduit individual retirement account meeting the requirements of clause (iii) above, and transferred by the Employee to this Plan within sixty (60) days of his receipt thereof from such conduit individual retirement account. The Plan will accept a direct rollover of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, including after-tax employee contributions, an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions, and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Plan will accept a Participant contribution of an

eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, an annuity contract described in section 403(b) of the Code, and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(g) Prior to accepting any transfers to which this Section applies, the Administrator may require the Employee to establish that the amounts to be transferred to this Plan meet the requirements of this Section and may also require the Employee to provide an opinion of counsel satisfactory to the Employer that the amounts to be transferred meet the requirements of this Section.

(h) Notwithstanding anything herein to the contrary, a transfer directly to this Plan from another qualified plan (or a transaction having the effect of such a transfer) shall only be permitted if it will not result in the limitation or reduction of any "Section 411(d)(6) protected benefit" as described in Article IX, Section 9.2.

Section 4.6 Mandatory Withholding on Certain Distributions.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee,

except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; any hardship distribution; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. For distributions made after December 31, 2009, a distributee

includes the Employee's non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the regulations thereunder.

Section 4.7 Time of Payment and Minimum Distributions.

(a) In General. All distributions under this Section shall be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9), including Treasury Regulation §§1.401(a)(9)-1 through 1.401(a)(9)-9 and any other provisions reflecting the requirements of Code §401(a)(9) that are prescribed by the Commissioner, in revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, all of which are hereby incorporated by reference; and the terms of the Plan reflecting the requirements of Code §401(a)(9) shall override any provisions of the Plan which are inconsistent with those requirements.

(1) A Participant's entire interest shall be distributed not later than April 1st of the calendar year following the later of (A) the calendar year in which the Participant attains age seventy and one-half (701/2) or (B) the calendar year in which the Participant retires. Alternatively, distributions to a Participant must begin no later than the applicable April 1st as determined under the preceding sentence and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and his/her designated Beneficiary) in accordance with Regulations.

(2) Distributions to a Participant and his/her Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code §401(a)(9)(G) and the Regulations thereunder.

(3) The restrictions imposed herein shall not apply if a Participant has, prior to January 1, 1984, made a written designation to have his/her death benefits paid in an alternative method acceptable under Code §401(a) as in effect prior to the enactment of the Tax Equity and Fiscal Responsibility Act of 1982. Any such written designation made by a Participant shall be binding upon the Plan Administrator notwithstanding the provisions of this Section.[1]

(b) Maximum Distribution Period. Beginning with the first distribution calendar year, any distribution not made in a single sum must be made over one of the following periods (or a combination thereof):

(1) the life of the Participant;

(2) the life of the Participant and a designated Beneficiary;

(3) a period certain not longer than the Participant's life expectancy; or

(4) a period certain not longer than the joint and last survivor life expectancies of the Participant and a designated Beneficiary.

(c) Annual Distribution Amount. If benefits will be paid in the form of an annuity, such payments will satisfy the following:

(1) payment intervals will not exceed one (l) year;

(2) the distribution period must be over a life (lives) or a period certain not longer than a life expectancy (or joint and last survivor expectancy) described in Section 401(a)(9)(A)(ii) or (B)(iii) of the Code;

(3) life expectancy will be recalculated annually for purposes of determining any period certain at the election of the Participant, but in the absence

of any specific election by the Participant to the contrary, life expectancy shall not be recalculated annually;

(4) once payments begin for a period certain, that period may not be extended;

(5) payments must be nonincreasing or increase only as permitted under the Regulations issued by the Secretary; and

(6) for life annuities and life annuities with a period certain not exceeding twenty (20) years, the distribution required on or before the Participant's required beginning date (or, for post-death distributions, the date such distributions are required to begin) shall be the payment required for one payment interval. The second payment need not be made until the end of the next payment interval. Payment intervals are the periods for which payments are received, e.g., monthly, annually, etc.

If the annuity is for a period certain with no life contingency (or is a life annuity with a period certain exceeding twenty (20) years), payments for each calendar year shall be combined and treated as an annual amount. The amount which must be distributed by the Participant's required beginning date (or, for post-death distributions, the date such distributions are required to begin) is the annual amount for the first distribution calendar year. The annual amount for other distribution calendar years, including the calendar year in which the Participant's required beginning date (or post-death payment commencement date) occurs must be distributed on or before December 31 of the calendar year for which the distribution is required.

(7) Unless the Participant's Spouse is the designated Beneficiary, if distributions will be made as a period certain annuity with no life contingency, such period certain as of the beginning of the first distribution calendar year may not exceed the applicable period determined under tables set forth or referred to in Regulations issued by the Secretary.

(8) If distributions will be made as a joint and survivor annuity for the Participant and a non-Spouse Beneficiary, any payments made after the required beginning date and after the Participant's death must not exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant under tables set forth or referred to in Regulations issued by the Secretary (e.g., Regulation § 1.401(a)(9)-6).

(d) Benefits Beginning Before 1989. If payments under an annuity form satisfying paragraph (b) above began prior to 1989, the minimum distribution requirements in effect as of July 27, 1987, shall apply regardless of whether the annuity form of payment is revocable. This rule also applies to deferred annuity contracts distributed to or covered by an individual prior to 1989, unless additional contributions are made by an Employer with respect to such contract.

(e) Further Accruals. Any additional benefits accruing to a Participant after his required beginning date shall be distributed as a separate component of the annuity beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) Death Distributions.

(1) If a Participant dies after distribution of his interest in the Plan has begun, the remaining portion of such interest will be distributed at least as rapidly as under the method being used prior to the Participant's death.

(2) If a Participant dies before distribution of his interest in the Plan begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year which includes the fifth (5th) anniversary of the Participant's death except to the extent an election is made to receive distributions in accordance with (i) or (ii) below:

(i) If any part of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated Beneficiary starting on or before December 31 of the calendar year immediately following the calendar year in which the Participant died.

(ii) If the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin under (i) above shall not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which the Participant died, and (B) December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½).

If the Participant has not made an election under this paragraph (f)(2) before he dies, his designated Beneficiary must elect the method of distribution no later than the date which is ninety (90) days before the date as of which distributions would be required to begin under the method chosen. If the

Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, then the Participant's entire interest must be completed by the December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) For purposes of paragraph (g)(2), if the surviving Spouse dies after the Participant but before payments to such Spouse begin, the provisions of paragraph (f) with the exception of (f)(2) shall be applied as if the surviving Spouse were the Participant.

(4) Any amount paid to a child of the Participant will be treated as having been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority (or other designated event permitted by Regulations issued by the Secretary).

(5) For purposes of this paragraph (f), distribution is considered to begin on the Participant's required beginning date (or for purposes of paragraph (f)(3), the date distribution is required to begin under (f)(2) above). If distribution in the form of an annuity irrevocably begins to the Participant before the required beginning date, the date distribution is considered to begin is the date distribution actually begins.

(g) Definitions. For purposes of this Section the following terms shall have the indicated meaning:

(1) "Designated Beneficiary" shall mean the individual who is designated as the Beneficiary under the Plan in accordance with Section 401(a)(9) of the Code and Regulations thereunder.

(2) "Distribution Calendar Year" shall mean a calendar year for which a minimum distribution is required. For distributions beginning before a Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date.

For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (g) above.

(3) "Life Expectancy" shall mean the life expectancy (or joint and last survivor expectancy) calculated using the attained age of the Participant (or designated Beneficiary) as of the Participant's (or designated Beneficiary's) birthday in the applicable calendar year. The applicable calendar year is the first distribution calendar year.

If annuity payments start before the required beginning date, the applicable calendar year is the year such payments begin. Life expectancy and joint and last survivor expectancy will be computed using Tables V and VI of Regulation § 1.72-9.

(4) "Required Beginning Date" shall generally mean the first day of April of the calendar year following the later of

(i) the calendar year in which the Participant attains age seventy and one-half (70½); or

(ii) the calendar year in which the Participant retires.

(h) Transition Rule. Notwithstanding the foregoing, but subject to the Qualified Joint and Survivor Annuity requirements, payments to any Participant or former Participant may be made in accordance with all of the following, regardless of when payments begin:

(1) The distribution would not have disqualified the Trust under Code Section 401(a)(9) prior to its amendment by the Deficit Reduction Act of 1984.

(2) The distribution is made in accordance with a method designated by the Participant or Beneficiary.

(3) The designation is written and signed by the Participant or Beneficiary before 1984.

(4) The Participant had an Accrued Benefit as of December 31, 1983.

(5) The designated method specifies when payments will commence, the distribution period, and priority of Beneficiary(ies).

For distributions which started before 1984, the method of distribution shall be presumed to have been properly designated if written and it satisfies (l) and (5) above.

If a designation is revoked, any later distribution must satisfy Code Section 401(a)(9). If the revocation occurs after the required beginning date the total amount not yet distributed which would have been required to be distributed under Section 401(a)(9) but for the election must be distributed by the end of the calendar year following the calendar year of such revocation including, for post-1988 calendar years, the incidental benefit requirements of Prop. Treas. Reg. § 1.401(a)(9)-2 or any successor thereto. Any change in the designation will be treated as a revocation. However, the mere substitution

or addition of a Beneficiary(ies) will not be treated as a revocation as long as the substitution or addition does not directly or indirectly change the period of payment.

(i) Unless otherwise consented to by the Participant, in no event may any benefit pursuant to the Plan commence later than the sixtieth (60th) day after the close of the Plan Year in which occurs the later of:

(1) the date on which the Participant attains his Normal Retirement Age,

(2) the tenth (10th) anniversary of the date the Employee becomes a Participant, and

(3) the date on which the Participant terminates his service with the Employer.

The failure of a Participant or Spouse, if any, to consent to a distribution while a benefit is immediately distributable (i.e., prior to the date the Participant attains, or would have attained if not deceased, the later of age sixty-two (62) or Normal Retirement Age) shall be deemed an election to defer commencement of payment.

(j) The restrictions imposed by this Section shall not apply if a Participant has, prior to January 1, 1984, made a written designation to have his death benefits paid in an alternative method acceptable under Code Section 401(a) as in effect prior to the enactment of the Tax Equity and Fiscal Responsibility Act of 1982. Any such written designation made by a Participant shall be binding upon the Administrator notwithstanding the provisions of this Section.

(k) If the Actuarial Equivalent lump sum value of a Participant's vested benefit exceeds five thousand dollars ($5,000) or is to be paid or commence to be paid

prior to the date the Participant attains (or would have attained if not deceased) the later of the Participant's Normal Retirement Age or age sixty-two (62) (i.e., before the date the benefit ceases to be "immediately distributable"), the written consent of the Participant and Spouse, if any, or the survivor of the two, shall be required within the one hundred eighty (180) day period ending on the Annuity Starting Date; provided, however, that the consent of a Participant's Spouse, if any, shall not be required for the commencement of any distribution in the form of a Qualified Joint and Survivor Annuity.

Section 4.8 Purchase of Annuities.

The Administrator may at any time in its discretion direct the Trustees to purchase annuities from a qualified life insurance company or insurer to provide benefits otherwise payable under the Plan. Any such annuity which is distributed to a Participant or Beneficiary shall be endorsed as "nontransferable" and shall satisfy the spousal consent requirements of Section 417 of the Code.

Section 4.9 Post-Retirement Benefit Increases.

The Board of Aldermen from time to time may increase the monthly retirement benefit of Retired Participants or other Participants or Beneficiaries receiving monthly benefits. The amount of such increase will be found in City's Board of Aldermen Minutes Book.

ARTICLE V. BENEFITS ON SEVERANCE FROM EMPLOYMENT, DEATH OR DISABILITY

Section 5.1 Severance from Employment.

(a) Condition. If a Participant has a severance from Employment for any reason other than death and if he then does not become entitled to receive a benefit under any Section of Article III, he shall be entitled to a Vested Benefit equal to a nonforfeitable percentage of his Accrued Benefit as determined under this Section.

(b) Vested Accrued Benefit. The Vested Accrued Benefit shall be computed by multiplying the Participant's Accrued Benefit by the nonforfeitable percentage determined from the following schedule:

Years of Credited Service	Vested Percentage
Less Than 5	0%
5 Years or More	100%

Notwithstanding any other provision of the Plan, a Participant's Accrued Benefit shall be fully nonforfeitable upon his attainment of his Normal Retirement Age.

The Participant is 100% immediately vested in all Cash Balance Accounts.

(c) Payment of Vested Accrued Benefit. The Vested Accrued Benefit shall be a deferred benefit commencing as of the first day of the month next following the Participant's Normal Retirement Date or if the participant meets the Early Retirement eligibility requirements, the Vested Accrued Benefit can be paid at the Early Retirement Date under the Early Retirement provision in Article III, Section 3.3, provided, however, a Participant entitled to a Vested Accrued Benefit from a Cash Balance Account hereunder may upon written request receive an immediate benefit in lieu of the deferred

benefit. Such benefit shall be subject to Section 4.3 and shall be payable as set forth in section 4.1.

(d) Forfeitures. In the event of a Participant's severance from Employment with the Employer pursuant to this Section, any portion of the Participant's Accrued Benefit in excess of the nonforfeitable percentage thereof shall be maintained until the earlier of (i) the commencement of distribution of the Participant's Vested Benefit as set forth hereunder, or (ii) the Participant's incurring five (5) consecutive One Year Breaks in Employment, at which time such Accrued Benefit shall be forfeited and applied by the Actuary to reduce the Employer's contribution requirement. In the event a Participant is zero percent (0%) vested in his Accrued Benefit, however, such Accrued Benefit shall constitute a Forfeiture as of the date of his severance from Employment. The distribution of the interest of a Participant who had a severance from Employment prior to the date of execution hereof with a zero percent (0%) vested interest in his Accrued Benefit shall be deemed to have occurred as of the date of such execution, provided such Forfeiture has not previously been treated as having occurred.

(e) Restoration of Forfeitures. In the event a Participant who incurs a Forfeiture under subsection (d) above prior to incurring five (5) consecutive One Year Breaks in Employment (i) again becomes an active Employee of the Employer and is eligible to participate hereunder prior to incurring said five (5) consecutive One Year Breaks in Employment, and does not incur a fifth (5th) consecutive One Year Break In Employment for or following the Plan Year of such reemployment, and (ii) repays to the Fund the full amount distributed to him plus interest, compounded annually from the date

of distribution at the rate of five percent (5%), the Accrued Benefit which was forfeited pursuant to subsection (d) above shall be restored to him.

In the event the Participant was treated as incurring a Forfeiture without a distribution and without incurring a fifth consecutive One Year Break in Employment, such nonvested Accrued Benefit shall be reinstated without any requirement of repayment by such reemployed Participant. The repayment provided for by this subsection (e) must be made by the Employee before five (5) years after the first date on which the Employee is reemployed by the Employer.

Section 5.2 Disability Benefit.

In the event of an Active Participant becoming Disabled, the benefit will be treated as any other termination or retirement.

Section 5.3 Death Benefit.

(a) In event of the death of a Participant before actual retirement where the Participant has, pursuant to Section 4.2(c), selected a payment option, the Beneficiary of such Participant shall be entitled to the greater of: (i) the amount of survivor annuity that the option allows, or (ii) the Qualified Joint and Survivor Annuity, assuming the Participant had retired on the day preceding the day of his death. The Beneficiary of a Terminated Vested Participant is not otherwise eligible for any benefit under the Plan.

(b) In the event of the death of an Active Participant before actual retirement where the Participant has not selected a payment option, the Beneficiary of such Participant shall be entitled to the following methods of distribution:

(1) An immediate or a deferred annuity determined by converting the actuarial present value or lump sum value of the Participant's Vested Accrued

Benefit using the Actuarial Equivalence assumptions stated in Article I, Section 1.2. The Death Benefit distribution options are those provided by Article IV, Section 4.3.

(2) A lump sum payment. However, the portion of the Accrued Benefit not attributable to the Cash Balance Account shall be available in a lump sum payment only if such portion of the Accrued Benefit has an Actuarial Equivalent Single Sum Value which does not exceed $25,000. In the event that the above stated Actuarial Equivalent Single Sum Value exceeds $25,000, then only the Cash Balance Account may be distributed in a lump sum.

(c) In the event of the death of a Retired Participant, the death benefit will be paid according to the retirement option chosen.

(d) A Participant may designate any person or persons, including a trust, as his or her Beneficiary or contingent Beneficiary to receive his or her Accrued Benefits in the event of the Participant's death. Any such designation shall be made by filing the form designated for that purpose with the Administrator. The Participant may change or cancel his or her Beneficiary designation at any time prior to death without the consent of any designated Beneficiary. If the Participant is married at the date of death, the Beneficiary designation shall not be effective unless the surviving Spouse has consented as described in this Section.

Section 5.4 Death of Employee.

All Accrued Benefits of a participating Employee shall become fully vested and nonforfeitable if the Participant dies during Employment. If a Participant dies after Employment ends, only the Participant's vested benefits shall be payable.

ARTICLE VI. OTHER BENEFIT PROVISIONS

Section 6.1 Qualified Domestic Relations Orders.

Effective July 1, 2015, the restrictions on transfers of benefits as described in Section 11.4 shall not apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a "qualified domestic relations order" defined in Internal Revenue Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator. The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

All rights and benefits, including elections, provided to a Participant in this Plan shall be afforded to any "alternate payee" under a "qualified domestic relations order." For the purposes of this Section, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under Code Section 414(p).

Section 6.2 Unclaimed Benefits.

(a) Address Records. Each Participant shall keep the Administrator informed from time to time of his or her current post office address and the current post office address of his or her Spouse or any Beneficiary named by the Participant. Any communication, statement or notice from Administrator addressed to a Participant, Spouse or Beneficiary at his or her last post office address filed with the Administrator, or if no address is filed with the Administrator, at the last post office address as shown on

the Employer's records, shall be binding on the Participant, Spouse or Beneficiaries for all purposes of the Plan.

(b) Unclaimed Payments. If a notice of the right to receive a benefit payment is returned to the Trustees because a Participant, Spouse or Beneficiary cannot be located, the Trustees shall request the Internal Revenue Service (or other appropriate government agency) to forward a notice to the payee that the payment will be made when a claim for payment is received. Until such claim is made, the balance of the Participant's account shall remain in the Plan's fund.

(c) Death of Participant. If a Participant has died and no Spouse or Beneficiary can be located after one year, a notice of the amount of the Participant's account shall be issued in the name of the Participant's estate and mailed to the Participant's last post office address as determined above.

(d) Duties of Administrator or Trustees. Other than as described above, neither the Administrator nor the Trustees shall be required to search for or locate a Participant, Spouse or Beneficiary.

(e) Legal Incompetence. If any Participant or Beneficiary is a minor or is, in the judgment of the Administrator, otherwise legally incapable of personally receiving and giving a valid receipt for any payment due him hereunder, the Administrator may, unless and until a claim shall have been made by a guardian or conservator of such person duly appointed by a court of competent jurisdiction, direct the Insurer or the Trustees that payment be made to such person's Spouse, child, parent, brother or sister, or other person deemed by the Administrator to be a proper person to receive such payment.

Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

(f) Correction of Errors. If any change in records or error results in any Participant or Beneficiary receiving from the Plan more or less than he would have been entitled to receive had the records been correct or had the error not been made, the Administrator, upon discovery of such error, shall correct the error by adjusting, as far as is practicable, the payments in such a manner that the benefits to which such person was correctly entitled shall be paid.

ARTICLE VII. PLAN OPERATION AND ADMINISTRATION

Section 7.1 Plan Sponsor.

The City of Franklin is the "Plan Sponsor" of the Plan.

Section 7.2 Plan Administrator.

The City is the Plan Administrator. The Committee members listed in Section 1.15 are named fiduciaries of the Plan and shall have discretionary authority to manage operation and administration of the Plan.

Section 7.3 Powers and Duties of Committee.

(a) The Committee shall have the authority to and responsibility to recommend to the Board of Mayor and Aldermen the following items, including determining eligibility for benefits and construing the terms of the Plan and Trust. The Committee shall have such other authority as may be necessary to enable it to discharge its responsibilities under the Plan as Plan Administrator and named fiduciary, including, but not limited to, the power to recommend the following actions:

(1) To review appeals by Employees from a denial of benefits.

(2) To recommend to the Board of Mayor and Aldermen the employment of one or more persons to assist in the administration of the Plan.

(3) To adopt such rules as it deems appropriate for the administration of the Plan.

(4) To prescribe procedures to be followed by Participants and Beneficiaries.

(5) To prepare and distribute information relating to the plan.

(6) To request from Participating Employers and Employees such information as shall be necessary for proper administration of the Plan.

(7) To recommend on behalf of all Plan Participants an independent qualified public accountant to examine the financial statements of the Plan and other Plan books and records as such accountant may consider necessary.

(8) To direct the Trustees concerning all benefits which are to be paid from the Trust Fund pursuant to the provisions of the Plan. The Trustees may conclusively rely on all such directions as being in accordance with Plan provisions.

(9) To comply with and monitor the Plan's continued compliance with all governmental laws and regulations relating to recordkeeping and reporting of Participants' benefits, other notifications to Participants, registration with the Internal Revenue Service, and reports to the U.S. Department of Labor, if applicable.

(10) To delegate to one or more investment managers (as defined in Section 3(38) of ERISA) the authority to manage, acquire, or dispose of Plan assets and to regularly monitor the performance of any investment managers so selected, or to invest Plan assets in index funds, limited partnership, or other such passive investments that are not actively managed by an investment manager for the Plan, or unless restricted by law to invest in collective investment trusts or common group trusts that provide for the pooling of assets of employee benefits trusts that meet all the conditions as permitted under Revenue Rulings 81-100 and 2011-1 of the Internal Revenue Service, or subsequent guidance, and that are

operated or maintained exclusively for the commingling and collective investment of funds from other trusts. The assets so invested shall be subject to all the provisions of the group trust instruments establishing and governing such trust or trusts. Those instruments of group trusts approved for investment by the Committee, including any subsequent amendments to such trusts, are hereby incorporated by reference and made a part of this Plan and its corresponding trust, or may be incorporated by specific reference in any subscription, adoption, or other agreement investing in such group trust whereupon any such incorporating reference in such subscription, adoption, or other agreement is hereby incorporated by this reference herein.[3]

(11) To develop and communicate to the Trustees, funding agent or investment managers the investment objectives for Plan assets, and to appoint one or more financial advisors to assist in the development of such investment objectives.

(12) To select on behalf of all Plan Participants an Actuary responsible for preparing the annual actuarial statement which shall be received and reviewed by the Committee.

(13) To review the implementation of the funding policy, the payment of Employer contributions pursuant to such policy, and the actuarial statement.

(14) To review investment performance on a regular basis.

(15) To designate the Human Resources Director or such other individual or entity as the Committee may choose to provide day-to-day administrative services under the Plan.

(b) The decision of the Board of Mayor and Aldermen upon any Committee's recommendation upon any matter within its authority shall be final and binding on all parties, including the City of Franklin, its Affiliates, and the Plan Participants and Beneficiaries.

Section 7.4 Uniformity of Application.

The Committee may approve the use of such rules, mortality and other factors deemed necessary or appropriate under the Plan. The provisions of this Plan and the rules and decisions of the Committee shall be applied in a uniform and nondiscriminatory manner, systematically followed and consistently applied so that all Participants and Beneficiaries similarly situated shall be treated alike. The Committee shall be entitled to rely upon information furnished by the City Participants, Beneficiaries, Participating Employers, legal counsel, accountants, and all other fiduciaries or persons retained by the Plan, the Committee, or the City of Franklin.

Section 7.5 Committee Procedures.

(a) Actions of Committee. The Mayor, or such member of the Committee as the Mayor shall designate from time to time, shall serve as Chair of the Committee. The Committee shall meet at least quarterly at the time selected by the Chair. A special meeting may be called by the Chair or the Board. A majority of the members of the Committee shall constitute a quorum at any meeting, and the majority of the quorum may transact any business or perform any duties of the Committee. The Committee may adopt such by-laws and make such rules and procedures not inconsistent with the Plan and the governmental laws and regulations pertaining to such Plan as it deems to be necessary and appropriate.[5]

(b) Expenses of Committees. All usual and reasonable expenses of the Committee shall be paid by the City of Franklin. Members of the Committee shall not be entitled to any additional compensation for services performed for the Committee or otherwise in connection with the Plan.

(c) Death, Resignation, Termination of Membership on the Committee. Upon the death or resignation of an Employee Representative or a Citizen Representative, such vacant position shall be filled in the same manner as such Representative's position was originally filled as provided in Section 1.15 hereof.

Notwithstanding anything to the contrary in this Plan, (1) if a Citizen Representative shall fail to attend any two (2) consecutive regularly scheduled quarterly meetings of the Committee, or such Representative's membership on the Committee is otherwise duly terminated, or (2) if an Employee Representative shall fail to attend any two (2) consecutive regularly scheduled quarterly meetings of the Committee, or such Representative's employment terminates, such Representative's term shall terminate automatically and such vacant position shall be filled in the same manner as such Representative's position was originally filled as provided in Section 1.15 hereof. 5

Section 7.6 Adherence to Plan Document.

Neither the Committee nor any of its members shall have the power to add to, subtract from or modify any of the terms of the Plan or Trust, to change any benefits otherwise than as provided by the plan, or to waive or fail to apply any eligibility requirements for benefits under this Plan.

Section 7.7 Agent for Service of Process.

The City Attorney is designated as the agent for the service of legal process against the Plan and the Trust Fund at the following address:

City Attorney
City of Franklin
P.O. Box 305
Franklin, Tennessee 37064

Section 7.8 Allocation of Fiduciary Responsibilities.

(a) Duties of Fiduciaries. The named fiduciaries of the Plan shall have only those specific powers, duties, responsibilities and obligations as are specifically provided to them under the Plan and Trust Agreement. Except as provided in Section 9.1, the Board of Mayor and Aldermen shall have the sole responsibility to amend or terminate the Plan in whole or in part. The Board of Mayor and Aldermen shall also have the sole authority to designate the Participating Employers and to appoint members of the Committee. The Trustees shall have sole responsibility for trust administration and management of the assets held under the Trust unless (a) the investment of such assets has been directed by the Committee or the Board of Mayor and Aldermen, or (b) an investment manager has been appointed by the Committee to manage an investment fund held under the Trust.

(b) Representations of Fiduciaries. By adopting the Plan or accepting appointment under the Plan, each fiduciary represents that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan or Trust Agreement or applicable governmental laws or regulations authorizing or providing such direction, information or action. Each fiduciary is entitled to rely upon any such direction, information or action of another fiduciary as being proper under this

Plan or Trust Agreement and pursuant to governmental laws and regulations, and is not required under this Plan or Trust Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Plan and Trust Agreement that each fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations and shall not be responsible for any act or failure to act of another fiduciary.

ARTICLE VIII. CONTRIBUTIONS

Section 8.1 Contributions.

Contributions by the City of Franklin and Participants shall be made as follows:

(a) Pre-tax Employee Contributions. Employees hired before July 1, 1995 may elect to contribute from three percent (3%) to ten percent (10%) on a pre-tax basis to a cash balance account beginning with the first payroll period after September 1, 1995. Such election, once made, shall be irrevocable and may not be subsequently modified. Employees hired on or after July 1, 1995 and before December 1, 1996 must, per administrative procedures, contribute at least three percent (3%) on a pre-tax basis to a cash balance account; however, these Employees may make a permanent one-time election to contribute an additional amount of from one percent (1%) to seven percent (7%) of salary. Such election, once made, shall be irrevocable and may not be subsequently modified. Employees hired on or after December 1, 1996, who have satisfied eligibility requirements of Section 2.1, must contribute at least three percent (3%) on a pre-tax basis to a cash balance account; however, these Employees may make a permanent one-time election to contribute an additional amount of from one percent (1%) to seven percent (7%) of salary. Such election, once made, shall be irrevocable and may not be subsequently modified. A Participant who was first hired by the City on or after February 15, 2010, shall make a mandatory contribution to the Plan in an amount equal to 5% of the Participant's Compensation. These contributions are considered to be "picked up" by the Employer under Code § 414(h)(2). Notwithstanding the foregoing, no Participants who were first hired by the City after June 30, 2001, but before February 15, 2010, shall be required to make any mandatory contributions to the Plan, and no Pre-tax

Employee Contribution Cash Balance Account shall be maintained for any such Participant. For each Participant who has made a one-time permanent election to transfer the balance in the Participant's Pre-tax Employee Contribution Cash Balance Account as of June 30, 2002 to the City of Franklin Employees' Money Purchase Pension Plan, all future allocations of the mandatory contributions previously designated by the Employee pursuant to Section 3.1(c)(1)(i) shall be made to the electing Employee's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan.[1]

(b) Post-tax Employee Contributions. All Participants may elect on an annual basis to make voluntary after-tax contributions of from one percent (1%) to ten percent (10%) of their salary to a Cash Balance Account. Notwithstanding the preceding sentence, no Participants who were first hired by the City after June 30, 2001 shall be allowed to make any after-tax contributions to the Plan, and no Post-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant.

(c) Regular City Contributions. Contributions to provide retirement benefits under the Plan also shall be made by the City of Franklin.

All contributions to the Plan shall be paid to the Trustees. The Trustees shall hold, invest, distribute and otherwise administer the funds entrusted to it in strict accordance with the terms and provisions of the Plan and the Trust Agreement. All assets of the Trust Fund shall be retained for the exclusive benefit of Participants and their Beneficiaries, shall be used to pay the benefits hereunder to such persons or to pay reasonable administrative expenses to the extent not paid by the Participating Employers (including, without limitation, such reasonable expenses as may be incurred by the Trustee, a financial advisor to the Plan, or an investment manager for the

Plan), and shall not revert to or inure to the benefit of the City until the satisfaction of all Plan liabilities.

Section 8.2. Return of Contributions.

The assets of this Plan shall be held for the exclusive purposes of providing benefits to the Participants of the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan. Notwithstanding the foregoing, return of contributions to the Employer may be made in the following circumstances:

(1) if the contribution is made by reason of a good faith mistake of fact;

(2) if the contribution is conditioned on the initial qualification of the plan under the Internal Revenue Code, the application for determination is made timely, and the Plan received an adverse determination with respect to its initial qualification; or

(3) if the contribution is conditioned on its deductibility under Section 404 of the Code.

The return of the amount involved must be made within one year of the mistaken payment of the contribution, the date of denial of qualification, or disallowance of the deduction.

The maximum amount that may be returned in the case of a mistake of fact or the disallowance of a deduction is the excess of (1) the amount contributed, over, as relevant, (2) (A) the amount that would have been contributed had no mistake of fact occurred, or (B) the amount that would have been contributed had the contribution been limited to the amount that is deductible after any disallowance by the Service. Earnings attributable to the excess contribution may not be returned, but losses attributable thereto must reduce the amount so returned.

Furthermore, if the withdrawal of the amount attributable to the mistaken or nondeductible contribution would cause the balance of the individual account of any Participant to be reduced to less than the balance which would have been in the account had the mistaken or nondeductible amount not been contributed, then the amount to be returned to the Employer must be limited so as to avoid such reduction. In the case of a reversion due to initial disqualification of a plan, the entire assets of the plan attributable to employer contributions may be returned to the Employer.1

Section 8.3 Deferred Annuity Contracts.

Any individual or group deferred annuity contracts which have been acquired by the Plan shall be used to offset the benefits payable under this Plan to affected Participants.

Section 8.4 Qualified Military Service.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

(a) In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") immediately prior to the Participant's death.

(b) For benefit accrual purposes, the Plan treats an individual who, on or after January 12, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(c) For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation within the meaning of Code Section 415(c)(3), and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

ARTICLE IX. AMENDMENT AND TERMINATION

Section 9.1 Amendment.

The City of Franklin may amend or modify this Plan at any time, and from time to time, with retroactive or future effect, by action of its Board of Mayor and Aldermen. No such amendment or modification shall cause or permit any part of the Trust Fund to be used for or diverted to purposes other than the exclusive benefit of Participants or their Beneficiaries or revert to or become the property of the City of Franklin prior to the satisfaction of all liabilities under the Plan.

Section 9.2 Transfers of Assets.

If any Plan assets or liabilities are merged or consolidated with or transferred in whole or in part to another plan established for the benefit of any Participants under this Plan, each such Participant shall be entitled to receive a benefit, which would, if the successor plan were to be terminated immediately after such merger, consolidation or transfer, be equal to or greater than the benefit that he would have been entitled to receive immediately before the merger, consolidation or transfer if this Plan had then terminated. Not less than 30 days prior to such merger, consolidation or transfer of Plan assets or liabilities, the Committee shall file an actuarial statement of valuation in accordance with the Internal Revenue Code, as may be determined to be applicable to governmental plans.

Section 9.3 Plan Termination.

The City of Franklin may terminate the Plan at any time by action of its Board of Mayor and Aldermen. The City of Franklin reserves the right at any time to reduce, temporarily suspend or discontinue contributions, provide that any such action shall be communicated promptly to all Participants.

Section 9.4 Termination and Partial Termination.

Upon a termination or partial termination of the Plan, the rights of all affected Participants to benefits accrued to the date of such termination or partial termination, to the extent funded, shall be nonforfeitable. However, the Participants shall have no recourse towards the satisfaction of the nonforfeitable benefit from sources other than the then available Plan assets funding such Participants' benefits. If all Plan obligations have been satisfied, any remaining Plan assets due to actuarial error shall be returned to the City of Franklin.

ARTICLE X. CLAIMS FOR BENEFITS

Section 10.1 Claims Procedure.

(a) Claims Must be Filed. An Employee, Participant, the Spouse of an Employee or Participant, Beneficiary, or estate of a Participant (the "Claimant") who has a claim for benefits under the Plan must give written notice of such claim to the Administrator at the following address:

Human Resources Director
City of Franklin
P.O. Box 305
Franklin, Tennessee 37064

(b) Review of Claim. After the Administrator has reviewed the claim and obtained any other information it deems necessary to render a decision on the claim, the Administrator shall notify the Claimant within 90 days after receipt of the claim of the acceptance or denial of the claim, unless special circumstances require an extension of time for processing the claim. Such an extension of time may not exceed 90 additional days and notice of the extension shall be provided to the Claimant prior to the termination of the initial 90 day period indicating the special circumstances requiring the extension and the date by which a final decision on the claim is expected.

(c) Denied Claims. In the event any application for benefits is denied, in whole or in part, the Administrator shall notify the Claimant of such denial in writing and shall advise the Claimant of the right to appeal the denial and to request a review thereof. Such notice shall be written in a manner calculated to be understood by the Claimant and shall contain:

(1) Specific reasons for such denial.

(2) Specific references to the Plan provisions on which such denial is based.

(3) A description of any information or material necessary for the Employee to perfect the claim.

(4) An explanation of why such material is necessary.

(5) An explanation of the Plan's appeal and review procedure.

Section 10.2 Appeal for Further Review.

(a) Appeal to the Committee. If the Claimant's claim for benefits is denied in whole or in part, the Claimant, or the Claimant's duly authorized representative, may appeal the denial by submitting to the Committee a written request for review of the application within 60 days after receiving written notice of such denial. The Committee shall give the Claimant (upon request) an opportunity to review pertinent Plan documents (other than legally privileged documents) in preparing such request for review.

(b) Contents of Appeal. The request for review must be in writing and shall be addressed to the Administrator at the address listed in Section 10.1(a) above. The request for review shall set forth all of the grounds upon which it is based, all facts in support thereof, and any other matters which the Claimant deems pertinent. The Committee may require the Claimant to submit (at the Claimant's expense) such additional facts, documents or other material as the Committee deems necessary or advisable in making its review.

(c) Review of Appeal. The Committee shall act upon each request for review within 60 days after its receipt thereof, unless special circumstances require further time for processing. In no event shall the decision on review be rendered more than 120 days

after the Committee receives the request for review. Written notice of an extension of time beyond 60 days shall be furnished to the Claimant prior to the commencement of the extension.

(d) Denied Appeals. In the event the Committee confirms the denial of the claim for benefits in whole or in part, it shall give written notice of its decision to the Claimant. Such notices shall be written in a manner calculated to understood by the Claimant and shall contain the specific reasons for the denial.

Section 10.3 Exhaustion of Remedies.

No legal action for benefits under the Plan shall be brought unless and until the following steps have occurred:

(a) The Claimant has submitted a written application for benefits in accordance with Section 10.1.

(b) The Claimant has been notified that the claim has been denied.

(c) The Claimant has filed a written request appealing the denial in accordance with Article X, Section 10.2.

(d) The Claimant has been notified in writing that the Committee has denied the Claimant's appeal within the time prescribed by Article X, Section 10.2.

Notwithstanding the foregoing, a legal action for benefits may be brought by the Claimant upon the failure of the Plan to deny the claim or appeal within the time prescribed herein.

ARTICLE XI. OTHER PROVISIONS

Section 11.1 Exclusive Benefit of Participants.

The City of Franklin intends that this Plan shall be maintained for the exclusive benefit of Participants and their Beneficiaries and that the assets of the Plan shall be used exclusively for such purpose.

Section 11.2 Payments Solely from Plan Assets.

Payment of benefits as provided in the Plan shall be made solely from Plan assets held under the Trust Agreement or by a funding agent other than the Trustees, and the City of Franklin or any Plan fiduciary shall not otherwise be liable for such benefits.

Section 11.3 Not a Contract of Employment.

Participation in this Plan by an Employee shall not give such Employee any right to be retained in the employ of the City of Franklin and the ability of the City of Franklin to dismiss or discharge an Employee hereby is specifically reserved.

Section 11.4 Prohibition on Alienation.[1]

No benefit payable under this Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, attachment, garnishment, execution, or levy of any kind or any other process of law, voluntary or involuntary. Any attempt to so dispose of any rights to benefits payable hereunder shall be void. The Plan and Trust Fund shall not be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. Notwithstanding any provision of this Section to the contrary, an offset to a Participant's Accrued Benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on

or after August 5, 1997, shall be permitted in accordance with Sections 401(a)(13)(C) and (D) of the Code.

Section 11.5 Necessary Information.

Participants, Spouses of Participants and Beneficiaries shall furnish the Administrator such documents or other information as the Administrator reasonably determines to be necessary for administration of the Plan, including certification as to the Participant's marital status. Payment of benefits under the Plan for each Participant, Spouse or Beneficiary is conditioned upon receipt by the Administrator of such documents or other information. The Administrator may rely upon any such information provided by such individuals.

Section 11.6 Inconsistencies and Separability.

In case of any inconsistencies between the provisions of the Plan and provisions of the Trust Agreement if applicable, the Plan shall prevail. If any provisions of the Plan are for any reason declared invalid or not enforceable under either federal or Tennessee law, such provisions will not affect the remaining terms and conditions, but the Plan will be construed and enforced thereafter as if such provisions had not been inserted.

Section 11.7 Plan Forms.

Wherever the Plan requires the Participant to file an enrollment application, Plan form or other notice, election or designation with the Administrator, the Participant shall take such action by completing and signing the form prescribed by the Administrative Committee for that purpose and filing such form with the Administrator.

Section 11.8 Headings Not to Control.

Headings and titles within the Plan are for convenience only and are not to be read as part of the text of the Plan.

Section 11.9 Applicable Law.

The validity and effect of the Plan and the rights and obligations of all persons affected thereby, are to be construed and determined in accordance with applicable federal law, and to the extent that federal law is inapplicable, under the laws of the State of Tennessee.

Section 11.10 Copy of Plan.

A current copy of the Plan shall be available for inspection by any Participant or other person entitled to benefits under the Plan at reasonable times at the office of the Human Resources Director.

Section 11.11 Entire Plan.

This document and any authorized written amendment thereto is a complete statement of the Plan and as of the Effective Date (or the effective date of any such amendment) supersedes all prior plans, representatives and proposals, written or oral, relating to its subject matter. The City of Franklin shall not be bound by or liable to any person for any representation, promise or inducement made by any employee or agent which is not embodied in this document and any authorized written amendment thereto.

Section 11.12 Internal Revenue Service Qualification.

Anything herein to the contrary notwithstanding, this Plan is created and maintained under the condition that it is approved and qualified by the Internal Revenue Service under Code Section 401(a) as a governmental plan and that any Trust hereunder is exempt under Code Section 501(a), or under any comparable Sections of any future legislation which amends, supplements or supersedes such Sections. Therefore, if the Plan fails to so qualify, as evidenced by receipt of a letter to such effect from the Internal Revenue Service, then the City of Franklin reserves the right to either:

(a) withdraw and terminate the Plan hereunder whereupon no Participant shall have any right or claim to any of the assets hereunder which are derived from Employer contributions, notwithstanding any other provision hereof; or

(b) amend the Plan to the extent necessary to secure a favorable determination that the Plan is so qualified.

Section 11.13 Execution of the Plan.

This document may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the City of Franklin, pursuant to resolution of the Board of Mayor and Aldermen, has caused this instrument to be executed by its duly authorized officer, this _____ day of _____, _____, to be effective as of January 1, _____, except as otherwise noted herein.

THE CITY OF FRANKLIN

BY: _____

TITLE: _____

APPENDIX A

Age	Annuity
19	16.5566
20	16.5217
21	16.4849
22	16.4462
23	16.4054
24	16.3624
25	16.3171
26	16.2695
27	16.2194
28	16.1667
29	16.1113
30	16.0531
31	15.9920
32	15.9279
33	15.8607
34	15.7903
35	15.7166
36	15.6395
37	15.5588
38	15.4746
39	15.3867
40	15.2950
41	15.1993
42	15.0996
43	14.9957
44	14.8875
45	14.7749
46	14.6575
47	14.5354
48	14.4088
49	14.2771
50	14.1402
51	13.9979
52	13.8501
53	13.6967
54	13.5374
55	13.3735
56	13.2038
57	13.0285
58	12.8474
59	12.6606

60	12.4688
61	12.2730
62	12.0720
63	11.8657
64	11.6544
65	11.4397
66	11.2224
67	11.0009
68	10.7752
69	10.5452
70	10.3172
71	10.0861
72	9.8520
73	9.6121
74	9.3804
75	9.1471
76	8.9120
77	8.6750
78	8.4411
79	8.2126
80	7.9826
81	7.7506
82	7.5157
83	7.2960
84	7.0722
85	6.8453
86	6.6142
87	6.3936
88	6.1763
89	5.9551
90	5.7293
91	5.5035
92	5.2976
93	5.0876
94	4.8723
95	4.6502
96	4.4412
97	4.2446
98	4.0389
99	3.8207
100	3.5855
101	3.3845
102	3.1791
103	2.9506
104	2.6879
105	2.4429

106	2.2284
107	1.9659
108	1.5961
109	1.3313
110	0.5417

UNIFORM AND EQUIPMENT AGREEMENT

UNIFORMS/CITY CLOTHING WITH LOGO

A City employee may be required to wear a departmental uniform or protective clothing that will be supplied by the City. The uniform or protective clothing will be maintained, laundered, dry-cleaned and/or replaced by the City as needed. Clothing other than a uniform, but containing a city logo or imprint, may be provided to employees as determined by the Department Director and shall be maintained, laundered or dry-cleaned by the employee.

SAFETY CLOTHING/EQUIPMENT

When an employee is required under relevant legislation to wear safety equipment, the City will consult with the employee about the requirement and will supply the equipment. In the event the equipment is unavailable through their assigned Department, the City will reimburse the employee for pre-approved purchases as
authorized by the Department Director.

A City employee required to wear protective clothing and/or use City equipment must wear the clothing and use the equipment that has been provided. Not wearing safety equipment is a violation of the City's safety policy and will lead to disciplinary action, up to and including termination. Failure to wear the appropriate safety equipment may result in denial of Worker's Compensation benefits for relatedinjuries.

Safety equipment will be issued subject to the General Requirements section
below.

OTHER EQUIPMENT

The City may furnish equipment, including but not limited to computers, cell phones, tools, vehicles or other devices, to be used in connection with City business, subject to the General Requirements section below. Employees do not have a reasonable expectation of privacy or any vested right in or within any city-issued equipment. Immediate return and/or destruction of equipment may be required without notice to the employee. In addition, every employee shall abide by any other policy relating to the equipment established by the City and/or the employee's department, whether the city furnished the equipment or provides an allowance to the employee.

Equipment will be issued subject to the General Requirements section below.

GENERAL REQUIREMENTS

1. Maintenance

Normal upkeep of any City clothing, uniform, safety clothing/equipment or other City equipment in the employee's possession will be the responsibility of the employee. In

addition to being subject to disciplinary action, the employee may be held financially responsible for loss, theft, and damage because of accident, misuse or neglect, excepting normal wear and tear.

2. Authorized Use Only

City uniforms, logo'd clothing and/or equipment shall only be used by the employee while performing City business or in connection with approved special events. No one shall use the city's clothing to falsely represent the City's endorsement or involvement in any unauthorized activity.

Because certain OSHA or other federal, state or local regulations may apply, employees shall not use their own equipment unless pre-approved by the employee's Department Director.

3. City Property; Reimbursement

Any uniform, logo'd clothing or equipment provided by the City for a City employee to wear and/or use always remains the property of the City. The uniform, logo'd clothing and/or equipment must be returned by the employee to the Department Director either when he or she moves to another position (where the items are not required) or when he or she leaves City employment. If the employee leaves the City and does not return these items, full replacement value of the item(s) may be deducted from the employee's final paycheck.

If a collection agency or attorney is retained to enforce the terms of this agreement employee shall be liable for any costs of collection, including but not limited to reasonable attorney's fees incurred in the process. **The employee shall have no reasonable expectation of privacy at any time in, on, or by use of any equipment supplied by the City.**

READ CAREFULLY BEFORE SIGNING.

I, _____, have read and understand the foregoing and agree to the terms and conditions stated in this Agreement as a part of the conditions of my employment. I understand I have no reasonable expectation of privacy at any time in, on, or by use of any equipment supplied by the City. Failure to abide by these terms and conditions, as well as terms and conditions contained in related policies (i.e., Cell Phone Policy) may constitute neglect of duty as required by the City's Human Resource rules and may lead to discipline up to and including termination. I understand I remain solely liable for loss or damage to City uniforms, logo'd clothing and/or equipment, excluding normal wear and tear.

_____ _____

Employee Signature **Date**

_____ _____

Supervisor Signature **Date**

EDUCATION TUITION
REIMBURSEMENT AGREEMENT

This agreement is entered into this the_____ day of _____, 20_____, between the City of Franklin (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Employee"), an employee of City. City and Employee agree as follows:

1. City agrees to reimburse Employee for approved tuition upon the receipt of the necessary evidence of course registration and after necessary costs of the course have been invoiced. Employee shall reimburse the City for the expenses paid by the City if an employee does not receive a minimum grade of a C for the course.
2. In the event that Employee is separated from their employment with the City (a) within one (1_ year after receiving an associate degree; (b) within two (2) years after receiving a bachelor's degree; (c) within three (3) years after receiving a graduate degree; or (d) any time prior to receiving an associate degree, bachelor's degree, master's degree or juris doctorate. Employee agrees to pay back and reimburse to City all amounts paid to Employee by City for tuition reimbursement up to the date of Employee's resignation. Employee shall pay back and reimburse City within eighteen (18) months of their separation from their employment. However, Employee shall be charged interest on any monies owed City by Employee that are not paid within thirty days of the date Employee's employment ended. City shall have the authority to waive repayment of the tuition by the Employee if the Employee is separated from their employment due to a disability or unavoidable budget cuts.
3. Employee agrees that City has the right to deduct all amounts paid for tuition from Employee's final pay settlement if Employee is separated from their employment, (a) within twelve (12) months after receiving an associate degree; (b) within twenty-four (24) months after receiving a bachelor's degree; (c) within thirty-six (36) months after receiving a graduate degree; or (d) any time prior to receiving an associate degree, bachelor's degree, master's degree or juris doctorate.. If the amount so deducted does not fully cover the tuition, Employee shall arrange payments with City for the outstanding balance, according to the provisions of Paragraph 2.
4. In the event that Employee fails or refuses to pay all or any portion of the tuition according to this Agreement, Employee agrees to pay all costs of collection of the unpaid amount, including reasonable attorneys' fees and costs of the court.
5. If an employee separates from their employment, employee will refund a prorated share of the educational expenses provided to the employee. The prorated amount will be based on the total amount of educational expenses provided divided by the percentage of time left in months from one month that you did not continue working.
6. No waiver, amendment, or modification of any provision of this Reimbursement Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Reimbursement Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.
7. This Reimbursement Agreement constitutes the entire agreement between the parties with respect to payment or repayment of the tuition, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between the parties with respect to payment or repayment of the tuition. Employee agrees that this Reimbursement Agreement does not establish or guarantee a term or length of employment, or any other benefit except as set forth in Paragraph 1 above.

City of Franklin
Signature:_____
Title:_____
Date:_____

Employee
Signature:_____
Date:_____

Notary Public
State of _____

County of _____

I,_____ , a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that _____is personally known to me to be the same person as the "employee" identified above and whose name is subscribed to the forgoing, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this_____ day of _____, 20____ .

Notary Public: _____

Commission expires _____ , 20____

WORKERS COMPENSATION PROCEDURES FOR CITY OF FRANKLIN EMPLOYEES

These procedures are a reminder and encourage the importance for all employees to notify your supervisor immediately of any injury or illness that you experience while on duty. It is also, very important to follow up with your supervisor making sure all documentation of this injury is filled out correctly and submitted to the Risk Management office for reporting purposes. Even if you did not receive medical treatment, reporting the incident protects you if any physical ailments or illnesses become issues in the future.

The following guidelines as set forth in this notice will help eliminate any possibilities of your claim being denied. Not following these procedures will increase your chances of your injuries not being recognized as possible worker's compensation. Therefore, your claim most likely will be denied.

Tennessee Code Annotated 50-6-101 through 50-6-411 mandates the workers compensation laws of our state. The law states that every employee, subject to the workers' compensation law, is entitled to receive medical treatment and compensation for time lost from work. The illness or injury must arise out of and in the course of employment. Benefits are provided only when a "compensable injury" occurs. Anyone convicted of workers' comp fraud would be guilty of a felony, subject to fines of up to $25,000, imprisonment of up to 30 years, or both.

ONCE YOU FILE A CLAIM AS WORKERS' COMP, YOU ARE REQUIRED BY LAW TO FOLLOW THE PROCEDURES OUTLINED IN THIS DOCUMENT. FIRST AND FOREMOST, ALL PHYSICIAN'S, CASE MANAGER'S AND HUMAN RESOURCE'S INSTRUCTIONS MUST BE ADHERED TO COMPLETELY.

What should I do if I'm injured on the job?

1. The employee should notify their supervisor immediately.

2. The supervisor will notify Risk Management of the accident or illness. **Risk Management will arrange for a doctor's appointment if medical treatment is needed.** Each department should have a list of the approved physicians from Risk Management for the employee to choose from. If the employee does not specify, we will arrange an appointment with the first available physician.

3. You and your supervisor must complete two forms that need to be submitted to Risk Management to document the incident. Workers' compensation laws in Tennessee require documentation of a work-related injury or illness. If there is no documentation, then it didn't happen.

1) The ***"Employee's Choice of Physician"*** form (C42-G), signed by the injured employee and turned in to Risk Management.

2) The ***"Risk Incident Form"***, this is the City's form filled out by the injured employee and submitted to their supervisor, complete with all signatures, and submitted to Risk Management as soon as possible.

Failure to complete these forms in a timely manner will result in your claim being denied.

3). Initial doctor's appointment must be arranged by Risk Management and NOT by the injured employee or supervisor. ***Note: This does not apply in situations requiring immediate emergency-room treatment for serious or life-threatening injuries.***

If employee is given a prescription, DO NOT file with personal health insurance. Tell pharmacists the prescription is for a worker's comp injury or illness and provide them with the Prescription Fill Form (This form is found on Inside the City/Human Resources/Shared Documents/Prescription Fill Form.)

If you are seen in an emergency room, or a minor medical clinic and told to see a specialist or your "regular/normal" physician for follow-up care, you must call Risk Management to set up the appointment. **A doctor on our approved physician's list must give follow-up care.**

Note: The City of Franklin reserves the right by law not to recognize Chiropractic care for workers' comp. cases.

If the injured employee chooses to seek treatment from a physician NOT on the approved workers' comp list, the employee will be responsible for all charges.

- Time off from work must be authorized (with a written or typed note) from the approved workers' comp physician providing the treatment.

- If the injured employee stays off work without prior doctor's authorization, the injured employee's time away from work may be charged to accrued sick-time or unpaid leave.
Sick-time must be approved by supervisor. The time used must follow the HR Manual rules.

- If a doctor allows the patient to return to work, but on limited duty or work with restrictions, the employee's supervisor must decide whether there is "light duty" or not. If light duty is not available, then the patient may be sent home or told to stay home on workers' comp leave approved by the employee's supervisor. If light duty is available in that department or any other department that meets their light duty restrictions, that employee must report to work. If they fail to do so, that employee's time is not approved workers comp leave. They must use their own accrued time per the HR Manual rules.

NOTE: An injured employee is prohibited from engaging in secondary employment while on light duty or removed from duty. Approval for outside employment is revoked during an employee's disability or limited duty status. Strict adherence to this rule is required or employee will be subject to disciplinary action, which may include termination. If you have a question about this policy, contact the Director of Human Resources.

NOTE: It is your responsibility to keep your supervisor notified daily regarding your work status. Explain what medical care is being prescribed and your current condition. The employee should give copies of all the paperwork issued by the treating physician to the supervisor stating when the patient can return to work or if follow-up visits are requested, or possible physical therapy is needed. This written documentation must be forwarded to Risk Management.

DO NOT PRESENT YOUR HEALTH CARE CARD FOR MEDICAL TREATMENT OR WHILE FILLING A PRESCRIPTION. YOUR HEALTH INSURANCE AND YOUR WORKERS' COMPENSATION COVERAGE ARE TWO SEPARATE PLANS THAT DO NOT OVERLAP.

The State of Tennessee Department of Labor and Workforce Development and /or the City's insurance carrier reserves the right to review certain claims for compensability and may assign a case manager to assist an employee. Certain outpatient procedures must be pre-certified by state procedures before occurring. Providers of these services know they should contact the adjuster before diagnostic testing, physical therapy, injections, surgeries, referrals, etc.

The worker's comp forms can be found on Inside the City, the City's Intranet system. If you cannot access this feature, please contact Risk Management at 615-791-3277.

WORKERS' COMPENSATION
INSTRUCTIONS / PROCEDURES

I HAVE BEEN ISSUED AND READ THIS NOTICE REGARDING

WORKER'S COMPENSATION PROCEDURES AND BENEFITS.

_____
PRINT NAME

_____
SIGNATURE

_____
DATE

PLEASE SIGN THIS PAGE AND HAND IN. KEEP THE OTHER INFORMATION FOR YOUR FUTURE REFERENCE.

Return to Work Program

It is the policy of the City of Franklin to provide our workers injured on the job with the best possible recovery program so that they can return to work with minimal emotional or financial disruption in their lives. We endorse a Return to Work policy that endeavors to return injured workers back to their regular assignments as soon as possible.

In order to return injured workers to the job as soon as possible, the City will provide temporary work tasks tailored to the physical capabilities of employees who are injured on the job. We make every effort to bring our employees back to work immediately following an injury. We will ask employees to perform only those job functions that the medical provider has determined can be safely performed during the recovery process. All alternative and modified job assignments will be structured to meet the physical capabilities and therapy needs of the injured worker.

Our Return to Work program enables our employees to return to productivity much earlier in their healing process. The Risk Manager will coordinate employee participation in the program with the supervisor, occupational physician, employee and insurance carrier. Success of our Return to Work program depends that all employees, supervisors, and management understand and adhere to the roles and responsibilities outlined in this policy.

Roles/Responsibilities of injured employee

1. Report all injuries, including minor ones, immediately to your immediate supervisor.
2. Inform the medical provider of the City's Return to Work policy.
3. Return to work following medical treatment and report to your immediate supervisor or Risk Management. If it's not medically possible to return to work, report to your supervisor via phone immediately following your medical evaluation.
4. Report to work in your temporary, modified job assignment following receipt of temporary, modified job placement.
5. Follow your medical provider's orders with respect to established work restrictions, limitations, therapies, etc.
6. Return to your normal work assignment as soon as your medical provider deems it is safe.

Roles/Responsibilities of immediate supervisor

1. Understand and adhere to the City's Return to Work policy.
2. Ensure that direct report employees receive a thorough RTW orientation and that they understand the City's RTW policy and procedures.
3. Maintain close communication with the injured employee throughout the healing process.
4. Report job injuries to Risk Management or their designee in a timely fashion.

5. Follow established RTW program guidelines for every employee involved in a lost time injury.

If a doctor allows the injured employee to return to work, but on limited duty or work with restrictions, the *Risk Manager in conjunction with the Department Director* shall decide whether there is "light duty" available for the injured employee. If light duty is not available, then the injured employee will be placed on workers' compensation leave approved by the Risk Manager or their designee.

Non-Work Related Injuries and Illnesses

I. Employees incurring a non-work related medical condition or injury must present a full release to duty with no restrictions from their medical provider before returning to work. The City of Franklin may require a full duty release from a City approved physician prior to the employee's return to work. This may require that the employee release medical records to the City of Franklin.

The City of Franklin may request at its own expense a Fitness-For-Duty Examination and a psychological evaluation if applicable to be performed before the employee returns to work following a non-work-related injury or illness. In addition, the City may request, at its own expense, that an employee submit to a Fitness-For-Duty Examination when he/she demonstrates or communicates to the employer difficulty performing job tasks due to a non-work-related injury or illness. Employees will be subject to any departmental rules regarding retraining following a leave of
absence.

II. The Department Director and Human Resources Director, or their designee, may allow an employee returning from a non-work related medical condition or injury to assume a modified duty position if available and/or appropriate. Such arrangements must be requested prior to the employee returning to work. The maximum period for which the City shall provide a modified duty position for a non work-related medical condition or injury shall be 30 working days. The Department Director, upon concurrence by the Human Resources Director, may extend the 30-working day limit should they deem the extension necessary. At no time during the 30-day work period or any granted extension is the City of Franklin creating a permanent position for the employee.

III. Employees taking prescription drugs that have the potential to impact their ability to perform their job safely must immediately notify their supervisor and Risk Management prior to the start of their work day. The type and strength of the drug, who prescribed it, length of prescription and any side effects associated with the prescription should be documented and kept in the employee's confidential medical file in Human Resources.

IV. Employees Procedures:

A. If an employee incurs a non-work related injury or illness that may impede their ability to work at full duty, it is required that the employee notifies their immediate supervisor as soon as possible.

B. It may be required that the employee release records and/or undergoes a physical examination by a city approved physician before returning to duty. The city will pay for any examination required.

C. Employees incurring a non-work related medical condition or injury that is temporary in nature and not disabling, must present any request for modified duty to accommodate a non-work-related injury or illness prior to returning to the regular shift. If it is a permanent disabling restriction, the employee will need to contact the ADA Coordinator in order to comply with the Americans with Disability Act requirements and to request reasonable accommodations.

City of Franklin Drug-Free Workplace Statement & Policy

In order to comply with the Drug Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession, or use of illegal drugs and controlled substances is prohibited in the City of Franklin workplace.

Employees are required to notify their supervisor of any illegal drug or controlled substance criminal convictions, resulting from a violation occurring in the City of Franklin workplace, no later than one (1) day after the conviction.

Employees convicted of illegal drug or controlled substance violations in the City of Franklin workplace are subject to appropriate disciplinary action, up to and including termination from City employment, or being required to satisfactorily complete a drug abuse assistance or rehabilitation program. The determination whether to invoke discipline or rehabilitation in lieu of or in addition to discipline shall be within the discretion of the Human Resources Director based on the nature of the offense.

Failure to report a conviction as provided above may subject the employee to separate disciplinary action.

If an employee's ability to perform job duties is affected, or if workplace order, discipline, and safety is affected, or if drug uses reflects adversely on the public service, employees may also be subject to disciplinary action for:

- Illegal drug possession or use outside the City workplace; or
- Illegal drug possession or use not resulting in a criminal conviction.

The City of Franklin hereby establishes a drug-free awareness program, under the supervision of the Human Resources Director to inform City of Franklin employees about the requirements of this policy and specifically concerning:

- The dangers of drug abuse in the City workplace;
- The City's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation and employee assistance programs; and
- The penalties that may be imposed upon City employees for drug abuse violations.

The Human Resources office shall conduct the awareness program by:

- Explaining this policy to all new hires through the Safety portion of new employee orientation;
- Requiring all employees to acknowledge this policy through annual employee Drug-Free

Workplace training;

- Posting notices and providing such other information and employee communications as the Human Resources Director deems appropriate.

City of Franklin Drug Free Workplace Policy

It is the policy of the City of Franklin to protect the health and safety of employees and the public by providing a work environment where all employees are free from the illegal use or abuse of alcohol, drugs and other substances.

The City of Franklin recognizes substance abuse in the workplace to be a threat to the safety, health, and job performance of all employees. In general, substance abuse in the workplace includes use, possession, manufacturing, distribution, and being under the influence of alcohol, or other drugs, including the inappropriate use/abuse of prescription drugs, over-the-counter drugs, or other substances. Throughout this policy, reference to employee also refers and applies to prospective employee, a volunteer, intern, temporary work by non-city employee and census worker. Volunteers serving on boards or committees will not be tested. Volunteers who do not operate in a safety-sensitive position will not be required to submit to a test before being allowed to volunteer. These volunteers shall be required to submit to post-accident testing and reasonable suspicion testing.

It shall be the condition of employment and continued employment that all employees, volunteers, prospective employees, interns, temporary workers and census workers comply with the provisions of this policy whenever working, volunteering or representing the City of Franklin.

Employees are prohibited from using, purchasing, possessing, manufacturing, or distributing (giving away, or otherwise dispensing) alcohol or drugs in the workplace and are prohibited from reporting to work or being subject to work (example: on-call, on break) with prohibited drugs or alcohol in their system. Any activity involving an illegal substance will have a direct bearing on employee's employment status with the City of Franklin. Any conviction in a court of law for illegal drug activity may be cause for disciplinary action up to, and including, termination.

Employees are prohibited from abusing a controlled substance such as prescription, and over-the-counter drugs and medications in the workplace. Prohibited activities, involving legal substances, may include use, possession, distribution, or being impaired as defined herein, that are legally obtainable but have not been obtained legally; and use of a drug or other substance in a manner, or for a purpose other than that for which it was intended or prescribed.

Use of a prescription drug that has been prescribed by an employee's physician is permissible during work hours, but may require a certification by the physician as to the ability of the employee to perform their job in a safe manner. Employees must notify their supervisor if a properly prescribed drug will affect work performance. No employee will be disciplined for making known the authorized necessary use of a prescription drug. However, employees must still perform at acceptable standards and shall not be allowed to work if they are impaired by a prescription drug. Abuse of a prescription drug and unauthorized use without a prescription from a licensed physician are prohibited.

This policy is intended to conform to the requirements set forth in the Tennessee Drug Free Workplace guidelines, T.C.A. Code 50-6-110, Chapter 0800-02-12, and all other relevant State and Federal Statutes including the American with Disabilities Act. The provisions of any applicable law, statute, regulation, or ordinance (ex: The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules) shall prevail in the event of any conflict with the provisions of this policy. When federal requirements are stricter than the requirements of this policy, positions requiring a CDL are subject to federal requirements.

DEFINITIONS:

"Abuse/Misuse" means reporting to work under the influence of or having alcohol or any other drugs present in the body; or the inappropriate use of alcohol, prescription drugs or other substances.

"Alcohol" means ethyl alcohol or ethanol. Alcohol as used in this policy shall have the same meaning as in the federal regulations describing procedures for the testing of alcohol by programs operating pursuant to State of Tennessee and United States Department of Transportation laws and regulations.

"Alcohol test" means an analysis of breath or blood, or any other analysis which determines the presence, absence or level of alcohol as authorized by the relevant regulations of the United States Department of Transportation.

"Certified laboratory" means any facility equipped to perform the procedures prescribed in this policy, in accordance with the standards of the United States Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), or the College of American Pathologists-Forensic Urine Drug Testing (CAP-FUDT).

"Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing accountability at each stage in handling, testing, and storing specimens and reporting test results.

"Confirmation test", "confirmed test", or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug, or alcohol, or metabolite in a specimen, which test must be different in scientific principle form that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

"Covered employer" means a person or entity that employs a person, is covered by the Workers' Compensation Law, maintains a drug free workplace pursuant to TN Drug Free Workplace rules, and also includes the posting required by TCA 50-9-105 a specific statement that the policy is being implemented pursuant to the provisions of this policy.

"Drug" means any drug subject to testing pursuant to drug testing regulations adopted by the United States Department of Transportation. A covered employer may test an individual for any or all such drugs.

"Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites or alcohol pursuant to regulations governing drug or alcohol testing adopted by the United States Department of Transportation or such other recognized authority approved by the Commissioner of Labor.

"Employee" means any person who works for a salary, wages, or other remuneration for a covered employer.

"Employee Assistance Program (EAP)" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by the program.

"Employer" means a person or entity that employs a person and is covered by the Workers' Compensation Law.

"Injury" means a harm or damage to an employee, occurring in the workplace or in the scope of employment which must be recorded, in accordance with Occupational Safety and Health Administration (OSHA) reporting guidelines.

"Initial drug test" means a procedure that qualifies as a "screening test" or "initial test" pursuant to the regulations governing drug or alcohol testing adopted by the United States Department of Transportation or such other recognized authority approved by the Commissioner of Labor.

"Job applicant" means a person who has applied for a position with the City of Franklin and has been offered employment conditioned upon successfully passing a drug or alcohol test.

"Medical Review Officer" or "MRO" means a licensed physician, employed with or contracted by the City of Franklin, who has knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures; who verifies positive confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

"Prohibited levels" for a drug or drug's metabolites means cut-off levels on screened specimens which are equal to or exceed the following and shall be considered to be presumptively positive;

1. Cut-off levels on initially screened specimens:
   Amphetamines..... 500 ng/mL
   Marijuana ..... 50 ng/mL
   Cocaine .....150 ng/mL
   Opiates (incl. codeine, morphine, heroin) ..... 2,000 ng/mL
   PCP (phencyclidine) ..... 25 ng/mL
   6-Acetylmorphine (heroin) ..... 10 ng/mL
   MDMA (ecstasy) ..... 500 ng/mL

2. Cut-off levels on confirmation specimens:
   Amphetamines..... 250 ng/mL
   Marijuana ..... 15 ng/mL
   Cocaine .....100 ng/mL
   Opiates (incl. codeine, morphine, heroin) ..... 2,000 ng/mL
   PCP (phencyclidine) ..... 25 ng/mL
   6-Acetylmorphine (heroin) ..... 10 ng/mL

MDMA (ecstasy) ..... 250 ng/mL

"Prohibited levels" for alcohol means cut-off levels on screened specimens which are equal to or exceed the following shall be considered to be presumptively positive:

Alcohol...(.02%) by a breath alcohol test

"Reasonable Suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs or alcohol in violation of the City of Franklin's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- Observable phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol;
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- A report of drug or alcohol use, provided by a reliable and credible source;
- Evidence that an individual has tampered with a drug or alcohol test during his employment with the City of Franklin;
- Information that an employee has caused, contributed to, or been involved in an accident at work; or
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on the City of Franklin's premises or while operating the City of Franklin's vehicle, machinery, or equipment.

"Safety-sensitive position" means, a job or **position** where the employee holding this **position** has the responsibility for his/her own **safety** or other people's **safety**.

ALCOHOL:

The consumption of an alcoholic beverage by an employee on duty will result in disciplinary action, up to termination. The possession of an open alcoholic beverage container by an employee on duty shall be cause for disciplinary action which may include termination. An exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage is incidental to the employee's assigned duties. Sworn law enforcement personal who are working in an undercover capacity and are on duty, working in the legitimate scope of their assignment, are exempt from this paragraph if following established undercover guidelines set forth in the City of Franklin's Police Department General Orders.

An employee will also be subject to disciplinary action when the consumption of alcoholic beverages is at time proximate to beginning work, has an adverse effect on work performance, causes impairment while on duty or on-call, is present in the body in .02% or greater quantity, or creates a risk of harm to self, others, or City or private property. No employee possessing alcohol shall be allowed to start or remain on duty. No employee shall use alcohol while on duty. No employee shall report to work or be allowed to remain at work if alcohol has been used within four hours. No employee shall be allowed to drive or perform work in a safety-sensitive position if they have an alcohol concentration of .02% or greater in their system.

If an employee who is required to drive as part of their assigned duties has his/her driver's license suspended or revoked, temporarily or permanently, due to an alcohol related offence, the employee must

notify the supervisor of the circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action which may include termination.

The felony conviction of an employee as a result of alcohol while off City premises and not on duty shall be cause for disciplinary action which may include termination.

DRUGS:

The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance prescribed for another individual by an employee in the workplace or during work hours is prohibited. An exception to disciplinary action for the possession of an illegal drug or controlled substance while on duty is when the handling of the drug or substance is incidental to the employee's assigned duties. Sworn law enforcement personnel who are working in an undercover capacity and are on duty, working in the legitimate scope of their assignment, are exempt from this paragraph if following established undercover guidelines set forth in the City of Franklin Police Department General Orders surpasses the guidelines in this policy.

The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline which may include termination where the employee knew or reasonably should have known that the drug would adversely diminish capabilities to perform the job. No employee shall report for duty or remain on any duty while having an illegal substance in their system in quantities equal or greater than listed under the definition of "prohibited substances". No employee possessing illegal substances will be allowed to start or remain on duty. No employee shall use drugs while on duty. No employee shall report to work or be allowed to remain at work if illegal drugs have been used.

Whenever an employee is prescribed a drug by a licensed health care provider or uses over-the-counter medication which may negatively affect performance or ability to perform in a safe manner, the employee shall notify his/her supervisor immediately. An employee who fails to notify his/her supervisor may be subject to disciplinary action.

The possession or use of illegal drugs while off City premises and while not on duty may be cause for disciplinary action which may include termination where such conduct can be shown to have an adverse effect on the City's interests including public image.

If an employee who is required to drive as part of assigned duties has his/her driver's license suspended or revoked, temporarily or permanently, due to drug related offense, the employee must notify his/her supervisor of these circumstances when next report to duty. Failure to do so shall be cause for disciplinary action which may include termination.

The felony conviction of an employee for possession, use, or being under the influence of drugs while off City premises and not on duty shall be cause for disciplinary action which may include termination. Any conviction of an employee for the sale or possession with intent to sell illegal drugs or prescription drugs is cause for immediate termination.

Employees must notify their immediate supervisor of any illegal or controlled substance criminal conviction for a violation occurring in the workplace no later than one (1) day after such conviction. Failure to notify the immediate supervisor shall be cause for disciplinary action which may include termination.

RESPONSIBILITIES:

The Human Resources Director shall implement and administer the policy on alcohol or drug testing. Training shall be provided to department directors and supervisors which addresses job performance, safety, identifying substance, alcohol, and drug abuse problems, and City of Franklin alcohol and drug policies. The Human Resources Director shall coordinate disciplinary actions and rehabilitation efforts.

Department directors should take actions when circumstances indicate a reasonable suspicion that an employee is impaired; inform supervisors of their responsibilities in operating under this policy; focus concerns on job performance, safety, and identifying alcohol and drug problems; prohibit an impaired employee from working or driving; and inform all employees of the provisions of this policy and their responsibilities.

Employees shall not use alcohol, drugs, or other substances which affect safety or job performance. Employees shall refrain from the possession of illegal drugs or alcohol in vehicles, equipment, buildings, or at City sponsored events such as training. Employees shall not use or consume alcohol, illegal or unauthorized drugs while in on on-call status or on break. Employees shall notify their supervisor if their driver's license is suspended or revoked due to a drug or alcohol offense before they next report for duty. Employees shall pursue and complete rehabilitation if the employee has an alcohol or drug abuse problem; report to their immediate performance or behavior before beginning the work shift; not refuse to take or tamper with any test; and not adulterate any sample which is requested in accordance with this policy.

PRE-EMPLOYMENT TESTING:

City of Franklin requires a test of all pre-employment applicants to detect the presence of drugs or controlled substances in the body. Testing shall be done after an offer of employment is communicated. Offers are conditioned upon the applicant reporting as directed for testing and successfully passing the test. Three business days will be the usual time allowed for an applicant to report for a pre-employment test. If for any reason, the applicant cannot report to the designated facility for pre-employment testing, the reasons why they cannot meet this requirement shall be well documented with their pre-employment paperwork. Any applicant who tests positive, tampers with a test, or adulterates a sample will be denied employment with the City of Franklin. The City of Franklin complies with the Americans with Disabilities Act, however, when an applicant is taking legally prescribed medication that turn up on drug tests (such as opiates) that applicant must supply our MRO with a valid prescription in that employee's name. The Human Resources Department shall inform applicants that offers of employment are subject to test results. If a drug screen is positive for a legal or prescribed controlled substance, the applicant or prospective volunteer must provide within 24 hours of request, bona fide verification of a valid current prescription in the individual's name to our medical review officer (MRO). If the prescription is not in in the individual's name or the applicant/prospective volunteer doesn't provide acceptable verification, or if the drug is one that likely to impair the ability to perform job duties, the applicant will not be hired or the volunteer will not be accepted.

REASONABLE SUSPICION TESTING:

Employees may be required to undergo testing if there is a reasonable suspicion that the employee is under the influence of alcohol or drugs while on City premises or while the employee is engaged in City business. A supervisor may upon "reasonable suspicion" and after notifying and consulting with the Human Resources Director and City Administrator, ask any employee on-duty or acting in their employment capacity to submit to a test for the presence of alcohol or drugs.

- The employee's supervisor shall immediately advise the Human Resources Director, City Administrator or Assistant City Administrator of the determination of "reasonable suspicion".
- The employee will be taken by the supervisor or another management employee to the designated location for testing. The designated location is the Walk-In Medical Center of Cool Springs.
- The employee will be immediately removed from duty after the test.
- The employee will be placed on paid administrative leave until the test results are available and a preliminary administrative review has been conducted. If the test results are negative, the employee can return to work.
- A "reasonable suspicion" test which includes testing for alcohol and drugs will be conducted.

POST-ACCIDENT TESTING:

Testing is required for all employees involved in at-fault accidents (or their actions could have contributed) with City of Franklin OR private property damage regardless of monetary amount; if there was a physical injury in restricted or lost work time; or when an employee receives a citation; or when a determination of preventable or non-preventable cannot or is not made within a reasonable period following the accident or incident. For those employees clearly not at fault (stopped in traffic and rear-ended, mechanical malfunction or anything else that is out of the employee's care or control) that employee does not have to go for a drug and alcohol screen.

Employees are required to submit to post-accident testing when there is reasonable suspicion that use of alcohol or drugs may have affected the employee's involvement in the accident. Such reasonable suspicion factors include, but is not limited to: observable behavior, information or feedback, or a pattern of accidents.

- The employee's supervisor shall immediately advise the Risk Manager of the work-related incident.
- The employee will be taken by the supervisor or another management employee to the designated location for testing. Testing must occur within two hours.
- A "post-accident" test includes testing for alcohol and drugs.

Employees who fail to report for testing or refuse testing will be considered to have a positive test and will be subject to action under the Last Chance Agreement section of the City of Franklin HR Manual as well as other disciplinary action. Employees who fail to immediately report an accident to their supervisor are subject to disciplinary action.

For purposes of these Rules, a collision shall be defined as the forceful contact of any City of Franklin vehicle or motorized equipment in motion with an animate or inanimate object, resulting in damage to either or both. For post-accident drug testing to be required, the employee must have been the driver of the vehicle.

RANDOM TESTING:

Employees working in jobs deemed to be "safety sensitive" shall be tested on a random basis. Random selections shall be determined and conducted by a drug testing computer program. The Walk-In Medical Center of Cool Springs, Physicians Urgent Care or Vanderbilt Walk-In Clinic are our designated locations for random and reasonable suspicion drug or alcohol testing. Our medical review officer (MRO) is Dr. Bradley K. Rudge with the Walk-In Medical Center of Cool Springs.

- The City of Franklin will determine the number of random tests to be conducted. The Risk Manager will notify the departments and make the necessary arrangements.

- Employees selected at random for testing shall be given notice that they will be tested and that they will have to respond to the random drug testing area within thirty (30) minutes.
- A minimum of 50% of the average number of CDL employees will be randomly tested for controlled substances use throughout the calendar year.
- A minimum of 25% of the average number of safety-sensitive employees will be randomly tested for controlled substances use throughout the calendar year.
- A minimum of 10% of the average number of CDL and safety-sensitive employees will be tested for alcohol use throughout the calendar year.

APPLICANT REFUSAL TO TEST:

An applicant's refusal to release test results or submit to a test shall be considered to be the same as a positive test result and disqualify the applicant from further consideration.

EMPLOYEE REFUSAL TO TEST:

An employee's refusal to release test results or submit to a test shall be considered the same as a positive test result and the employee will be removed from any duty involving safety-sensitive functions. The employee will be subject to the consequences of positive tests.

CONFIRMATION OF TEST RESULTS:

An applicant or employee whose drug test yields a positive preliminary result shall be given a second test using a gas chromatography/mass spectrometry (GC/MS) test. The second test shall use a portion of the same test sample obtained from the applicant or employee for use in the first test.

If the second test confirms the positive test result, the applicant or employee will be notified of the results in writing by the Human Resources Director. The letter of notification shall identify the particular substance found based upon the established cut-off limits.

An applicant or employee with a confirmed positive test may, at his/her own expense, have a retest conducted on the same sample at a laboratory selected by the City of Franklin. The cost of this second confirmation test must be paid in advance by the applicant or employee. Requests for a second confirmation test must be made within 24 hours of notification of the positive test results. Results of these tests will be released to the Human Resources Director by the laboratory.

An employee with a positive alcohol test will required a confirmation test and must be conducted by a trained breath alcohol technician using an Evidential Breath Testing Device. The confirmation test must be performed within 15-20 minutes of the first test. The testing site must provide privacy for the person being tested so that unauthorized individuals are unable to see or hear test results.

CONSEQUENCES OF A CONFIRMED POSITIVE TEST RESULT:

Applicants shall be denied employment with the City of Franklin for confirmed positive test results.

If an employee's positive test result has been confirmed, the employee is subject to the City of Franklin's Last Chance Agreement and possible disciplinary action which may include termination. The employee will also be required to complete an Employee Assistance Program treatment plan which may include counseling and prescribed treatment. The employee shall also be subject to six follow-up controlled substances or alcohol tests over the first 12 months following his/her return to duty. The Risk Manager shall determine

when these tests shall be given. The Substance Abuse Professional (SAP) may require the employee to undergo additional controlled substances and alcohol testing for up to 60 months.

No disciplinary action will be taken against employees who voluntarily identify themselves as drug or alcohol users or abusers, prior to the time it is apparent their use has been detected and who obtain counseling and rehabilitation through the City of Franklin's Employee Assistance Program. However, this provision shall not restrict the City of Franklin from taking disciplinary action arising from other violations of the City of Franklin's Human Resources Manual, General Orders or any other conduct rules or standards the City of Franklin has implemented.

SECOND OFFENSE:

An employee, who has returned to duty following assessment and/or treatment and who receives either a verified alcohol concentration of .02 or greater or a verified positive controlled substances test on any subsequent random, follow-up, return-to-duty, reasonable suspicion, or post-accident alcohol or controlled substances test within five (5) years of this return to duty, shall be terminated.

EMPLOYEE ASSISTANCE PROGRAM:

The City of Franklin believes that it is in the best interest of the City and the public to assist employees who are less than fully productive on the job as a result of personal, financial, substance abuse, or related problems. The City of Franklin has established an Employee Assistance Program that an employee with a substance abuse problem may be referred to. If an employee refuses to participate, disciplinary actions including termination may be initiated. Disciplinary action based on a violation of this policy is not automatically suspended by an employee's participation in the assistance program and may be imposed when warranted.

CONFIDENTIALITY

Confidentiality will be observed to the extent permitted by law. All information from an applicant's or employee's test is classified as protected under the Tennessee Open Records Act. Disclosure of test results will be made to appropriate City personnel. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the applicant or employee or upon court order. Test results may be used in connection with a departmental hearing and subsequent appeal, if applicable. Test results will be filed in the Human Resources department and apart from the individual's personnel file.

CITY OF FRANKLIN

VERIFICATION OF EMPLOYEE TRAINING

I have received training and a copy of the City policies regarding drug and alcohol testing. I understand that I may be subject to drug and alcohol testing under these policies, and I realize that refusal to submit to alcohol or drug testing may result in discipline up to, and including termination.

Signed this _____ day of _____, 20 _____ .

_____

Print Employee Name

_____

Employee Signature

_____

HR Representative

CITY OF FRANKLIN

Request for Approval of Outside Employment

In accordance with the City of Franklin Human Resources Manual, Rule XXI, Section D, I am requesting approval of the following outside employment:

Name / Address of Outside Employer: _____

_____

_____

Hours / Days Worked: _____

Name of Supervisor: _____

Telephone Number: _____

Description of Duties: _____

I understand the following policies concerning outside employment:

- The City of Franklin is my primary employer and working hours will not be scheduled around my outside employment;
- The City's medical insurance will not pay claims associated with injuries or illnesses sustained in the course of my outside employment;
- Performing outside employment while on sick leave is a violation of City Policy; and
- Using City equipment for outside employment is a violation of the City Policy and is subject to discipline up to and including termination.
- The City requires that there be a minimum break of eight (8) hours between the end of the shift of the outside job and the beginning of your scheduled workday for the City.
- This form expires December 31st and must be renewed by January 1st of each year.
- Any violation of this agreement may result in revocation of the approval of outside employment and disciplinary action, up to and including termination.

_____ _____

Employee Name (please print) Employee Signature/Date

****

_____ Approved _____

_____ Disapproved Signature of Department Head/Date

Reason for Disapproval_____

_____ Concurrence _____

_____ Non-concurrence Signature of Human Resources Director/Date

Reason for Non-concurrence _____

Revised 10/30/2009

ORDINANCE 2007-69

TO BE ENTITLED: "AN ORDINANCE AMENDING THE FRANKLIN MUNICIPAL CODE TO ADD CHAPTER 7 TO TITLE 1, ESTABLISHING A CODE OF ETHICS AND PROVIDING AN EFFECTIVE DATE."

WHEREAS, the Comprehensive Governmental Ethics Reform Act of 2006 (Public Chapter No. 1 of the Extraordinary Session of the 2006 General Assembly), requires municipalities to adopt a Code of Ethics by Ordinance, and

WHEREAS, the Act requires such Code of Ethics shall apply to all Boards, Commissioning, Authorities, Corporations, and other entities created or appointed by the municipality, and

WHEREAS, the Code of Ethics must be adopted on or before July 1, 2007, and filed with the Tennessee Ethics Commission.

NOW THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that the following Chapter 7 of Title 1 be added to the Franklin Municipal Code:

TITLE 1
CHAPTER 7
ETHICS

1-701. Applicability and interpretation.

(1) This chapter is the code of ethics for the City of Franklin and applies to all full time and part time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities. When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics except as may be required by law. In any situation in which a personal interest is also a conflict of interest under state law, the more restrictive regulation shall apply. Any action or inaction governed by this chapter may also constitute state and federal crimes. This chapter is not intended to supersede state or federal law.

(2) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics. The interpretations of the Tennessee Ethics Commission shall serve as guidance in interpreting this chapter.

1-702. Definitions and interpretation.

"Censure" means an expression of severe criticism or reproach.

"Employment interest" includes a situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.

"Ethics commission" refers to the City of Franklin's Ethics Commission.

"Gift" means the transfer of anything of economic value, regardless of form, without adequate and lawful consideration. Such term does not include the solicitation, acceptance, receipt or regulation of political campaign contributions. A gift shall be further defined in this chapter and includes a subscription, membership, loan, forgiveness of debt, advance or deposit of money or anything of value, conveyed or transferred. It does not include a campaign contribution otherwise reported as required by law, a commercially reasonable loan made in the ordinary course of business, or a gift received from a member of the person's immediate family or from a relative within the third degree of consanguinity of the person or of the person's spouse, or from the spouse of any such relative. It does not include the waiver of a registration fee for a conference or educational seminar.

"Giver" means that person, firm, entity or institution that gives for the purpose of lobbying a gift, honorarium or other thing of value that meets the definition of lobbyist, as these terms are found in T.C.A. §3-6-301.

"Honorarium" means payment of money or any thing of value for an appearance, speech or article, but does not include actual and necessary travel expenses, meals and lodging associated with such appearance, speech or article.

"Officer" or "Official" means the members of the board of mayor and aldermen, as well as members appointed thereby to city boards, commissions, etc. Unless otherwise stated, it does not include city employees.

"Personal interest" means:
(a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
(b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
(c) Any such financial, ownership, or employment interest of the official's or employee's spouse or immediate family. For the purposes of this chapter,

"immediate family" includes parent(s), stepparent(s), grandparent(s), siblings(s), child(ren), or stepchild(ren) or the spouses thereof.

1-703. Disclosure of personal interest by official with vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself or herself from voting on the measure.

1-704. Disclosure of personal interest in nonvoting matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself or herself from the exercise of discretion in the matter.

1-705. Acceptance of gifts, gratuities, honoraria, etc.; exceptions; reporting. (1) Except as provided in this section, no officials or employees, either for themselves or for their immediate family, or for any other person, may knowingly solicit, receive benefit from, accept or agree to accept any gratuity, gift, honoraria, loan, favor, promise or any thing of value for themselves, any other person or any member of the immediate family of such official. In addition, it shall also be a violation of this ethics code for any gift as defined in this chapter to be received by any such person as specified in this section if:

(a) It tends to influence the official or employee in the discharge of official duties or gives a reasonable basis for the impression of improper influence over the discharge of official duties; or

(b) The official or employee has financial interest which may be substantially and materially affected, by performance or nonperformance of official duties.

(2) The gifts, gratuities, honoraria and other things listed in the Tennessee Ethics Commission Act (specifically but not exclusively T.C.A. §3-6-305(b)) shall not be prohibited.

(3) If an official attends an event and accepts a prohibited gift or honorarium, then the giver who knows or has reason to know that the it has been provided in violation of this chapter, then, within seven (7) days following the event, the giver shall electronically report the following information to the ethics commission

(a) Name of the official or family member

(b) Nature and purpose of the event;

(c) Name, address and business of the person or entity that provided the gift;

(d) Description of the gift; and
(e) Cost of the gift; however, if the cost of the gift is unknown and not reasonably discernible by the giver, then the giver shall report a good faith estimate of the cost of the gift.

1-706. Use of information.

(1) Officials or employees may not disclose any information obtained in their official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(2) Officials or employees may not use or disclose information obtained in their official capacity or position of employment with the intent to result in financial gain for themselves or any other person or entity.

1-708. Use of municipal time, facilities, etc.

(1) Officials or employees may not use or authorize the use of municipal time, facilities, equipment or supplies for private gain or advantage to themselves.

(2) Officials or employees may not use or authorize the use of municipal time, facilities, equipment or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

1-709. Use of position or authority.

(1) Officials or employees may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.

(2) Officials or employees may not use or attempt to use their position to secure any privilege or exemption for themselves or others that is not authorized by the charter, general law, or ordinance or policy of the municipality. No officer shall intimidate, threaten, coerce, discriminate against, or give the appearance of or attempt to intimidate, threaten, coerce or discriminate against any employee for the purpose of interfering with that person's freedom of choice in the regular discharge of official duties.

(3) No official or employee shall endorse, in such a manner as to convey the City's approval of, any private for-profit enterprise without the approval of the board of mayor and aldermen.

1-710. Outside employment. An official or employee may not accept or continue any outside employment if the work unreasonably inhibits the performance of any affirmative duty of the municipal position or conflicts with any provision of the municipality's charter or any ordinance or policy. The prohibition of this section shall not apply to:

(1) An officer or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to it; or

(2) An officer or employee whose government duties are ministerial, if the private employment or financial interest does not create a conflict of interest.
(3) An officer who abstains to avoid the conflict of interest as provided in this chapter.

1-711. Abstention to avoid conflicts of interest.

(1) It shall be a violation of this chapter for any city official to participate, directly or indirectly, through decision, approval, disapproval, recommendation or in any other manner, upon the following, each of which is deemed to be a conflict of interest:

(a) Any proceeding, application, vote, request for ruling, claim, controversy, contract or any other matter involving an immediate family member.

(b) Any matter in which the officer has a financial interest, a fiduciary interest, a corporate interest, or an employment interest.

(2) Except as otherwise provided by law, no officer shall, in such capacity, participate in the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any item in which the officer has a conflict of interest.

(3) It is hereby declared that it is not the intent of this ethics code to prohibit an immediate family member of an officer from being engaged in gainful employment in this city. The city shall not be prohibited from doing business with an entity which employs an immediate relative of an officer, provided that:

(a) Such business relationship does not violate this chapter;

(b) Such business relationship is fully disclosed in writing; and

(c) Where applicable, the affected business entity shall be required to fulfill all public bidding requirements when conducting business with the city.

1-712. Ethics complaints.

(1) The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.

(2) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an employee charging any violation of this chapter, or may undertake an investigation to acquire information indicating a possible violation and make recommendations for action to end or seek remedies for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.

(3) The city attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer or to provide general counsel to the ethics commission.

1-713. Ethics Commission.

An ethics commission, properly constituted, shall convene to determine all ethics complaints against the board of mayor and aldermen as provided in Chapter 3, Title 2 of the Franklin Municipal Code.

1-714. Violations.

(1) An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter and/or other applicable law and in addition is subject to censure by the governing body. In addition to any other remedy provided by law, an appointed official or an employee who violates any provision of this chapter is subject to disciplinary action including but not limited to termination in the case of an employee.

(2) A gift made contrary to this chapter, shall not be a violation if the official, employee or immediate family member does not use the gift and returns it to the donor within the latter of ten (10) days of receipt or ten (10) days of having knowledge that the gift was a violation or pays consideration of equal or greater value within the latter of ten (10) days of receipt or ten (10) days of having knowledge that the gift was a violation."

SECTION II: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect January 1, 2007, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:
TENNESSEE
BY: James R. Johnson

JAMES R. JOHNSON
CITY RECORDER/ADMINISTRATOR

CITY OF FRANKLIN,
BY: Thomas R. Miller

THOMAS R. MILLER
MAYOR

PASSED FIRST READING: April 10, 2007
PASSED SECOND READING: May 8, 2007

T.C.A. 3-6-305(b) The following are not subject to the prohibition in subsection (a):

(1) Benefits resulting from business, employment, or other outside activities of a candidate or official or the immediate family of a candidate or official, if such benefits are customarily provided to others in similar circumstances and are not enhanced due to the status of the candidate or official;

(2) Informational materials in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication;

(3) Gifts that are given for a nonbusiness purpose and motivated by close personal friendship, but only to the extent such gifts are specifically defined and authorized by the rules of the ethics commission;

(4) Sample merchandise, promotional items, and appreciation tokens, if such merchandise, items and tokens are routinely given to customers, suppliers or potential customers or suppliers in the ordinary course of business;

(5) Unsolicited tokens or awards of appreciation, honorary degrees, or bona fide awards in recognition of public service in the form of a plaque, trophy, desk item, wall memento and similar items; provided, that any such item shall not be in a form that can be readily converted to cash;

(6) Opportunities and benefits made available to all members of an appropriate class of the general public, including, but not limited to:

(A) Discounts afforded to the general public or specified groups or occupations under normal business conditions, except that such discounts may not be based on the status of the candidate or official;

(B) Prizes and awards given in public contests; and

(C) Benefits of participation in events held within the state and sponsored by, or for the benefit of, charitable organizations as defined in § 48-101-501(1), if provided by an employer of a lobbyist to an official in the executive branch or to an official in the legislative branch; provided, that such events are open to participation by persons other than officials in the executive branch or officials in the legislative branch or the official's immediate family and any benefits received are not enhanced due to the status of the official in the executive or legislative branch; or provided, that invitations are extended to the entire membership of the general assembly.

(7) (A) Expenses for out-of-state travel, if such expenses are paid for or reimbursed by a governmental entity or an established and recognized organization of elected or appointed

state government officials, staff of state government officials or both officials and staff, or any other established and recognized organization that is an umbrella organization for such officials, staff, or both officials and staff;

(B) Entertainment, food, refreshments, meals, beverages, amenities, health screenings, lodging, or admission tickets that are provided in connection with, and are arranged or coordinated through the employees or designated agents of, a conference, if the conference is sponsored by an established and recognized organization of elected or appointed state government officials, staff of state government officials or both officials and staff, or any other established and recognized organization that is an umbrella organization for such officials, staff, or both officials and staff;

(8) Entertainment, food, refreshments, meals, beverages, or health screenings that are provided in connection with an in-state event to which invitations are extended to the entire membership of the general assembly; however, a copy of the invitation shall be delivered to the ethics commission and to each member of the general assembly at least seven (7) days in advance of the event by the employer or lobbyist paying for the event; provided further, however, that, within thirty (30) days following the event, the employer or lobbyist shall electronically report to the commission the total aggregate cost paid for the event, as well as the per person contractual cost for the event or the per person cost for the event based on the number of persons invited, which shall not exceed fifty dollars ($50.00) per person per day, excluding sales tax and gratuity. The value of any such gift may not be reduced below the monetary limitation by dividing the cost of the gift among two (2) or more lobbyists or employers of lobbyists. All such information delivered or reported to the commission shall be promptly posted on the commission's Internet site. By rule, the commission may authorize the filing of a consolidated report, if the costs of the event are shared by two (2) or more employers or lobbyists; however, any such report shall specify the allocation of the costs among the employers or lobbyists; provided further, however, that the employers or lobbyists shall remain individually accountable for the timeliness and accuracy of the consolidated filing. The fifty dollar ($50.00) limitation shall be increased to the nearest one dollar ($1.00) amount to reflect the percentage of change in the average consumer price index (all items-city average) as published by the United States department of labor, bureau of labor statistics, every odd-numbered year on January 1, starting in 2007. The ethics commission shall publish the increased amount on its web site;

(9) Entertainment, food, refreshments, meals, amenities, or beverages that are provided in connection with an in-state event at which a candidate for public office, an official in the legislative branch or an official in the executive branch, or an immediate family member of the candidate or official is a speaker or part of a panel discussion at a scheduled meeting of an established and recognized membership organization that has regular meetings; however, the cost of the entertainment, food, refreshments, meals, amenities, or beverages shall be paid for or reimbursed by the membership organization and the per person cost of the event, which shall not exceed fifty dollars ($50.00) per person per day, excluding sales tax and gratuity. The value of any such gift may not be reduced below such monetary limitation by

dividing the cost of the gift among two (2) or more lobbyists or employers of lobbyists. The fifty dollar ($50.00) limitation shall be increased to the nearest one dollar ($1.00) amount to reflect the percentage of change in the average consumer price index (all items-city average) as published by the United States Department of Labor, Bureau of Labor Statistics, every odd-numbered year on January 1 starting in 2007. The ethics commission shall publish the increased amount on its web site;

(10) (A) Food, refreshments, meals, or beverages that are provided by an employer of a lobbyist in connection with an in-state event to which invitations are extended to an official or officials in the legislative branch or official or officials in the executive branch; provided, that:

(i) No employer of a lobbyist may provide food, refreshments, meals, or beverages, the value of which to the official exceeds fifty dollars ($50.00) per event per day, excluding sales tax and gratuity; nor may such employer of a lobbyist provide any such items to any official pursuant to this subdivision (b)(10)(A)(i) that have a cumulative value of more than one hundred dollars ($100) to the official during a calendar year;

(ii) The value of any such gift may not be reduced below such monetary limitations by dividing the cost of the gift among two (2) or more employers of lobbyists;

(iii) This exception to the prohibition in subsection (a) only applies to a member or members of the general assembly, if the member or members do not receive a per diem allowance pursuant to § 3-1-106, for the day on which the event is held and the member or members do not receive any food, refreshments, meals or beverages that are provided in connection with the in-state event that are not offered or provided to other nonmembers in attendance at the event; and

(iv) An officer or management-level employee of each employer of a lobbyist paying for the event shall attend the event; however, a lobbyist shall not be considered to be an officer or management-level employee of an employer of the lobbyist paying for the event for purposes of this subdivision (b)(10)(A)(iv).

(B) The fifty dollar ($50.00) and one hundred dollar ($100) amounts in subdivision (b)(10)(A)(i) shall be increased to the nearest one dollar ($1.00) amount to reflect the percentage of change in the average consumer price index (all items-city average) as published by the United States department of labor, bureau of labor statistics, every odd-numbered year on January 1 starting in 2007. The ethics commission shall publish the increased amount on its web site;

(11) Occasional or incidental local travel for which no fare is ordinarily charged; or

(12) Contributions to a fund established and controlled by a 501(c)(3) corporation for the benefit of an extremely ill immediate family member of an employee who is included

within the definition of an official in the executive branch; provided, that this subdivision (b)(12) shall expire when the ethics commission promulgates rules pursuant to subdivision (b)(3) concerning gifts for nonbusiness purposes and motivated by close personal friendships.

T.C.A. 3-6-301

(15) (A) "Lobby" means to communicate, directly or indirectly, with any official in the legislative branch or executive branch for the purpose of influencing any legislative action or administrative action;

(B) "Lobby" does not mean communications with officials of the legislative or executive branches by an elected or appointed public official performing the duties of the office held; a duly licensed attorney at law acting in a representative capacity on behalf of a client appearing before an official of the executive branch for the purpose of determining or obtaining such person's legal rights or obligations in a contested case action, administrative proceeding, or rule making procedure; or an editor or working member of the press, radio or television who, in the ordinary course of business, disseminates news or editorial comment to the general public;

(C) "Lobby" does not mean communications by an incumbent or prospective contractor or vendor, or an employee of the contractor or vendor, while engaged in selling or marketing to the state, or any department or agency of the state, by demonstrating or describing goods or services to be provided or by inquiring about specifications, terms, conditions, timing, or similar commercial information. However, the contractor or vendor, or employee of the contractor or vendor, shall be deemed to be a lobbyist, solely for the purposes of §3-6-305, if actively engaged in selling or marketing to an official in the executive branch or an official in the legislative branch whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract so marketed or sold;

(D) "Lobby" does not mean communications by an employee of a school board, municipal utility, utility district, or any department, agency or entity of state, county or municipal government; provided, however, that, if the board, utility, district, department, agency or entity employs, retains or otherwise arranges for lobbyist services in this state by a contractor, subcontractor or other representative who is not an employee of such board, utility, district, department, agency or entity, then "lobby" includes communications by the contractor, subcontractor or other representative, and the contractor, subcontractor or other representative shall comply with the lobbying registration and other provisions of this part pertaining to lobbyists; provided further, however, that the board, utility, district, department, agency or entity that employs the contractor, subcontractor or other representative is not deemed to be an employer of a lobbyist for purposes of this part;

(E) "Lobby" does not mean communications with officials of the executive branch by any person to promote, oppose, or otherwise influence the outcome of a decision related to the issuance or award of a bond, grant, lease, loan or incentive pursuant to §§ 4-3-701 - 4-3-

733; and

(F) "Lobby" does not mean communications with officials of the executive branch by any person to promote, oppose, or otherwise influence the outcome of a decision related to any component of an economic development incentive package; provided, that any person who is otherwise required to register as a lobbyist under the provisions of the Comprehensive Governmental Ethics Reform Act of 2006, Acts 2006, ch. 1 of the extraordinary session of the 104th general assembly, shall not be deemed to fall within this exception;

(16) "Lobbying firm" means any firm, corporation, partnership or other business entity that regularly supplies lobbying services to others for compensation;

(17) "Lobbyist" means any person who engages in lobbying for compensation;

City of Franklin, Tennessee

Disclosure of Personal Interest

This form should be filled out and filed with the recorder or clerk by any municipal employee or official, who must exercise discretion relative to any matter and who has a personal interest in the matter. A personal interest is any financial, ownership, or financial interest in a matter to be regulated or supervised by the employee or official that could affect the employee's or official's discretion. This includes any financial, ownership, or employment interest of the employee's or official's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren). "Employment interest" includes any situation in which the employee or official or one or more of his or her family members designated above is negotiating possible employment with a person or organization that is to be regulated or supervised by the employee or official in carrying out municipal business. Use item 1 of this form to report individual occurrences and item 2 to make a yearly report of situations that will occur more than once during a calendar year.

NAME OF EMPLOYEE OR OFFICIAL: _____

1. Individual occurrence

BRIEFLY DESCRIBE THE SITUATION IN WHICH YOU MUST EXERCISE DISCRETION AND IN WHICH YOU HAVE A PERSONAL INTEREST THAT COULD AFFECT THAT DISCRETION:

_____

_____

2. Continual occurrences

FOR INDIVIDUALS, BUSINESSES, OR ENTITIES THE MUNICIPALITY WILL ENTER INTO TRANSACTIONS WITH MORE THAN ONCE EACH CALENDAR YEAR AND IN WHICH YOU HAVE A PERSONAL INTEREST, YOU MAY MAKE ONE (1) DISCLOSURE FOR THE CALENDAR YEAR BY REPORTING HERE:

Name of Individual, Business, or Entity_____

Briefly describe the transactions that will take place between the municipality and the named entity during the calendar year in which you will exercise discretion and in which you have a personal interest that could affect that discretion:

_____

_____

Date: _____

_____
Employee's or Official's Signature

POLICY FOR THE USE OF COMPUTERS, INTERNET, AND EMAIL

PURPOSE AND APPLICABILITY

The purpose of these procedures, standards, and guidelines is to establish a policy for the use of computers, including laptops and related equipment, internet, and email by City of Franklin employees on City-provided computers, accounts, and through City of Franklin's internet and email servers, whether accessed directly or remotely.

Computers and related items furnished by the City are City property and intended for use by employees for City business. These items include, but are not limited to, hardware, software (including email and internet software), computer files and documents.

The following procedures apply to all employees ("users"), including probationary, full-time, temporary and part-time employees, as well as interns and contractor personnel and to all equipment, electronic media and services that are:

- Accessed on or from City premises;
- Accessed using City-owned or leased computer equipment or via remote access methods; or
- Used in a manner that identifies the individuals with the City

This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the City's computers, equipment, electronic media, software, and internet and email facilities and is not necessarily exhaustive. Questions about specific activities not enumerated in this policy should be directed to the user's supervisor.

WAIVER OF PRIVACY

Users of the City of Franklin system have no expectation of privacy while using City-owned or City-leased equipment. Users understand that any connection to the internet offers an opportunity for non-authorized users to view or access City information. Therefore, it is important that all connections be secure, controlled, and monitored. Electronic mail, whether sent via the internet or internally, **may be a public record subject to public disclosure** under the Tennessee Public Records Law and may be inspected by the public (T.C.A. § 10-7-512), or possibly subject to disclosure in litigation.

Internet browsing, establishing links, and file accessing are not private activities. Information passing through or stored on City equipment, including but not limited to computer data, a history of websites visited, and emails obtained or deleted (even if password protected or encrypted), can and will be monitored and recorded using internet filtering software or other technology as the City deems appropriate. Use of passwords or encryption does not confer a special status on the internet-generated files with respect to applicability of laws, policies, and practices. Users should also understand that the City maintains the right to monitor and review-without notice or a user's permission-computer use, internet use and email communications 24 hours a day, whether sent or received by users.

PROHIBITED USES

Users shall not use the City of Franklin's computer equipment, internet or email for unacceptable purposes or in an unacceptable manner as described below:

- **Excessive Personal Use:** Use that interferes with City operations, compromises

functioning of the City's network, or interferes with the user's employment or other obligations to the City of Franklin is unacceptable. Examples: accessing sports, entertainment, and job information and/or sites, or partaking in activity on behalf of organizations or individuals having no affiliation with the City for a personal gain.

- **Illegal activities:** Examples include but are not limited to: violating federal and state laws dealing with copyrighted materials (including articles and software) or materials protected by a trade secret; transmission of offensive statements that might incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
- **Permitting unauthorized access by another.** Includes giving a password or access code to a non-employee, leaving equipment vulnerable to unauthorized use, etc.
- **Privacy Rights:** Violating or infringing on the rights of any other person, including the right to privacy, (i.e., Social Security numbers), and to confidential health information under HIPAA.
- **Work Interference:** Sending of messages likely to result in the loss of recipients' work or systems, and any other types of use that could cause congestion of the network or otherwise interfere with the work of others, including annoyance or harassment. Modifying files or data belonging to other users without proper authorization to do so.
- **Sexually explicit materials:** Generating, soliciting, viewing, storing, transmitting or other use of data or other matter which depicts or describes nudity, including sexual activities or organs, in a manner which is lewd and intended to elicit a sexual response, except for an official law enforcement investigation.
- **Obscene/Profane/Discriminatory materials:** Generating, soliciting, viewing, storing, transmitting or other use of data or other matter which is abusive, profane, vulgar, contains offensive content of any kind, or otherwise offensive to a reasonable person except for an official law enforcement investigation. This includes, but is not limited to, any material containing ethnic slurs, racial comments, off-color jokes, or material that may be construed as harassment or the showing of disrespect for others, or that which may create a hostile or unsafe work environment.
- **Paid subscription:** No user shall have authority to subscribe to any service for which a fee is charged unless approved by the Director or City Administrator.
- **Promoting messages of a religious, political, or racial nature.**
- **Unauthorized Web Page, Blog or Other Unofficial Postings:** Blogging and other posting for personal or department purposes is not permitted on a City account or on or through City equipment, unless reviewed and approved by the City Administrator.
- **Breaching Security/Tampering with Records.** Attempting to test, circumvent or defeat security or auditing systems or tampering with programs, records or other another's saved data without prior authorization.

USE OF EMAIL

In addition to the prohibitions outlined in Prohibited Uses above, unacceptable uses for the use of email include, but are not limited to, the following:

- Personal use of email that violates this policy or the HR Manual;
- Commercial use, candidate or political fund-raising, and use by individuals or organizations not authorized to use City facilities. Authorization for other external uses of email, such as professional organizations, requires written approval of the City Administrator and will be granted only when that use is determined to further the City's mission;
- Intercepting, eavesdropping, recording, or altering another person's email

message(s), except for system administrators or other individuals as approved by the City Administrator for purposes described below;

- Forwarding a message sent to you without the recipient's permission, including chain letters, junk mail or advertisements;
- Spamming email accounts from the City's email services;
- Adopting the identity of another person on any email message, attempting to send electronic mail anonymously, or using another person's password;
- Consuming the City's system resources or storage capacity on an on-going basis;
- Composing, forwarding, or displaying to others email that contains racial, religious, or sexual slurs or jokes, sexually explicit content, or harassing, intimidating, abusive, or offensive material to or about others; or
- Sending or receiving any software in violation of local, state, or federal laws.

SECURITY

Email security is a joint responsibility of the City's technical support staff and the email user. Users must take all reasonable precautions, including safeguarding and changing passwords, to prevent the use of unauthorized access to their email. Overriding or otherwise tampering with security systems shall be considered a serious breach of this Policy.

PRIVACY AND ACCESS

Email messages are **not** personal or private. Email messages originating from or received into the City's email system are the property of the City of Franklin.

The IT Security Officer, City Attorney, or others as designated with prior approval of the City Administrator may access an employee's email, as follows:

- for a legitimate business purpose (e.g., the need to access information when an employee is absent for an extended period of time);
- to diagnose and resolve technical problems involving system hardware, software, or communications;
- to review any message relevant to a lawsuit or other legal action involving the City;
- to investigate possible misuse of email when a reasonable suspicion of abuse exists or in conjunction with an approved investigation;
- to randomly check emails.

PUBLIC ACCESS TO EMAIL RECORDS

The City Administrator, or his designated appointee, shall accommodate members of the public who request access to email records, subject to the City's records production regulations.

Email that is created by any City staff is a public record. These records are subject to **Tennessee Public Records Law, TCA Code 10-7-503,** et seq., and the rules of the Public Records Commission.

USER RESPONSIBILITIES

The City of Franklin's users are responsible for:

- Reading, understanding, and complying with this Policy;
- Honoring acceptable-use policies of networks accessed the City's internet and email services;
- Abiding by existing federal, state, and local telecommunications and networking laws and regulations;
- Following copyright laws regarding protected commercial software or intellectual

property;

- Minimizing unnecessary network traffic that may interfere with the ability of others to make effective use of the City's network resources;
- Not overloading networks with excessive data;
- Immediately notifying IT whenever it appears the security of the user's system or the city's network is in danger of compromise or is compromised by an event (i.e., hacker, virus, etc.);
- Considering organizational access before sending, filing, or destroying email messages;
- Protecting passwords;
- Removing personal messages, transient records, and reference copies in a timely manner;
- Complying with the City's policies, procedures and standards; and
- Following the Records Retention Policy.

PERSONAL USE

The prohibitions in this policy shall not be construed to prohibit *infrequent and brief* use of the system for incidental personal matters by an employee during a meal or other personal break time. This is similar to an employee's limited ability to make a personal telephone call on personal time.

VIOLATIONS

The City will review alleged violations of this policy on a case-by-case basis. Clear and willful violations or abuse of acceptable usage will be subject to appropriate disciplinary actions, depending upon the severity of the transgression and policy abuse, up to and including termination. Criminal or civil action may be initiated in appropriate instances.

User's access to internet and email may be suspended, with or without notice, when deemed necessary for the operation or integrity of the City's communications infrastructure, connected networks, or data.

REVISIONS

The City of Franklin, TN retains the right to edit and/or make changes to this policy as deemed necessary.

WAIVER OF PRIVILEGE NOT INTENDED.

Nothing contained within this policy is intended to waive any privileges provided by law.

NOTE: This policy supersedes the any other policy statement adopted by The Board of Mayor and Aldermen.

CITY OF FRANKLIN, TENNESSEE
Acknowledgment of Terms and Conditions for
Computer, Electronic Equipment, Internet, and Email Usage

I hereby acknowledge that I have received and read a copy of "Policy for the Use of Computers, Internet and Email" ("Policy") and agree to the terms and conditions stated therein. Specifically, but not exclusively, I understand the following:

1. I understand all the provisions specified in the policy. I understand that all computers, electronic equipment, access to the internet and email systems are the property of the City, as is the information received from, transmitted by, or stored in these systems.
2. I understand that, except with respect to certain content deemed confidential by state and federal law, I have no expectation of privacy in connection with any email messages, the use of City equipment, or the transmission, receipt, or storage of information in this equipment. I understand that my correspondence in the form of electronic mail may be a public record under thepublic records law and may be subject to public inspection.
3. I acknowledge and consent to the City's monitoring my use of city equipment, computer(s), the internet and email at any time the City deems it necessary in accordance with its policy. Monitoring may include saving, reading and printing out all electronic mail entered, stored in, deleted or disseminated by the City of Franklin's system and equipment, including but not limited to retention of a history of websites visited and information obtained or sent.
4. I agree not to use any unauthorized code, access a file, or retrieve any stored information unless authorized to do so. I understand that this content is a condition of my employment and/or continued association with the City;
5. I recognize that a violation of this policy may result in disciplinary action, including possible termination.
6. I fully assume all legal liability for claims against the City of Franklin, Tennessee, relating my actions or inactions arising out of or relating to my use of computer, electronic equipment, internet and email usage in violation of this Policy.

_____
EMPLOYEE—PRINT NAME

_____
EMPLOYEE SIGNATURE

_____
SUPERVISOR

_____
DATE

This document will be retained in the employee's personnel file.

CITY OF FRANKLIN, TENNESSEE
Wireless Telecommunications Equipment Policy

PURPOSE AND GOALS

To better serve the public and give our workforce the best tools to do their jobs, the City of Franklin continues to adopt and make available new means of communications and information exchange. As a result, many of our employees have access to one or more forms of electronic media and services, including computers, e-mail, telephones, voice mail, fax machines, wire services, on-line services, and the Internet.

The City encourages the use of these media and associated services because they can make communication more efficient and effective; however, all employees and everyone connected with the organization should remember that wireless telecommunication equipment and services provided by the City are City property, and their purpose is to facilitate and support City business.

City wireless telecommunication equipment may be provided to employees who, by nature of their job, have a routine and continuing business need for use on official City business. The following policy is designed to set forth the responsibilities and general rules employees should apply when using wireless telecommunications equipment, including but not limited to cell phones, two-way radios, and tablets.

In addition to the Computer, Internet and Email Policy, or other policies that may apply to a wireless device, the following City-wide policy applies to all wireless telecommunications that are

- accessed on or from City premises,
- accessed using City-owned equipment or via City-paid access methods, or
- used in a manner that identifies the individual with the City.

POLICY

A. **Issuance:** The City may use the following criteria in determining the need for a wireless telecommunications device as well as determining the type of device that should be issued:
   1. If an employee's job requires him/her to be mobile and in various locations, and the employee must be in instant communication with agency staff and other City officials;
   2. If an employee is identified as a key staff member who is needed in the event of an emergency; or
   3. If an employee's job requires him/her to be mobile and in various locations, including out-of-county or out-of-state travel, and the employee must be in instant communication for City business purposes.

B. **Acceptable Use:** The use of City-owned equipment is for official use only, except for authorized personal and emergency use.
   - Wireless devices should not be used when a less costly alternative is safe, convenient, and readily available.

C. **Incidental Personal Use and Job Performance:** Incidental personal use of telecommunications devices may be allowed when such use does not interfere with an employee's job performance, City operations, or the City's network.

D. **Use of a Handheld Device While Driving:** If use of a handheld device while driving or operating heavy machinery is necessary, employees should use hands-free accessories, pull over to the side

of the road and/or shut down machinery. The City will provide a hands-free accessory for City-issued equipment upon request.

E. **Entertainment**: Calls made on City-owned equipment for purposes of entertainment, such as any "900" calls, are prohibited except when used for an official law enforcement investigation.

F. **Directory Assistance:** Calls made to Directory Assistance (411) on City-owned equipment are strongly discouraged and are not reimbursable. Should an employee place a call to Directory Assistance on a City-owned phone, the employee shall pay any fees charged by the wireless provider for the Directory Assistance call in addition to the Incidental Personal Use Fee.

G. **E-mails and Text Messages:** All e-mails and text messages are subject to the City Internet and E-mail Policy found at:
http://inside/it/Shared%20Documents/Internet%20And%20Email%20Usage%20Policy.pdf

H. **No City Affiliation:** Use of telecommunications devices for illegal, fraudulent, or malicious activity; or activity on behalf of organizations or individuals having no affiliation with City is strictly prohibited.

I. **Obscene/Profane:** Generating, soliciting, viewing, storing, transmitting, or other use of data or other matter that is abusive, profane, pornographic, vulgar, contains offensive sexual content, or is otherwise offensive to a reasonable person is strictly prohibited, *except when such use is necessary in an official law enforcement investigation.* (Human Resources Rules and Regulation, General Policies and Procedures, Section 20. Sexual Harassment and Other Forms of Harassment).

CITY-ISSUED WIRELESS DEVICE

A. The City will issue cellular phones and/or smartphones in the City's name through City-approved contracts only for employees who have been approved by the IT Director as requiring a cellular phone based on the criteria established in this policy.

B. The City will be responsible for paying the monthly bill for City-issued cellular phones.

C. The City will be responsible for all costs, fees, taxes, and charges agreed upon in City contract(s) for equipment, airtime, and incidental costs.

D. An employee receiving a City-issued device is required to keep his/her phone turned on during the employee's working hours as defined by the position of the employee, and he/she must provide his/her current cellular phone number to supervisors, co-workers, and other City officials as appropriate.

PROCEDURES

A. **New Service and Equipment:** A written request signed by the Department Director shall be sent to the IT Director. The request shall indicate the reason and use purposes for the requested telecommunications equipment. The IT Director must approve the request before equipment is purchased and/or service is established.

B. **List of Users:** A master list of all equipment and users shall be maintained by the IT Department.

C. **Losses and Repairs:** The IT Department must be notified immediately upon the loss of City-issued equipment for any reason (lost/stolen, etc.) so appropriate action can be taken with the appropriate provider.

- All damage to equipment must be reported to the IT Department. Repairs will be coordinated through the IT Department.

D. **Replacements:** If the City-issued equipment is defective, the wireless provider shall replace it according to their agreement with the City of Franklin. However, if the equipment is damaged through negligence, excluding normal wear and tear on the part of the user, then additional cost may be incurred to the user. All replacement requests shall be processed in coordination with the IT Department.

E. **Termination:** City-issued equipment and service may be terminated at any time without notice to the employee when use is no longer justified by business requirements or when employee has demonstrated disregard for this policy. Service termination and equipment revocation may occur at any time at the discretion of the City. Upon leaving a City position, all City-issued wireless equipment must be returned to the IT Department. Failure to return equipment may result in the cost of the equipment being charged against the final paycheck due the employee or in other collection action by the City.

F. **Misuse:** An employee who abuses this policy, including the use of City-issued wireless equipment for personal business use, is subject to disciplinary action and/or the recall of their equipment.

G. **Compliance Review:** The Department Director and Supervisor will evaluate violations of the Wireless Telecommunications Equipment Policy on a case-by-case basis. Violations may result in disciplinary action, up to and including termination and may include referral of a case to the appropriate authorities for civil or criminal prosecution.

PRIVACY AND PUBLIC ACCESS

A. **Users of the City of Franklin system should have no exception of privacy while using City-owned or City-leased equipment.** E-mail messages, text messages, and cellular phone bills—including the information they contain—are not personal or private. They are subject to the Tennessee Public Records Law T.C.A. § 10-7-503, and the rules of the Public Records Commission. A public record is defined as follows:

> *"Public record(s)" or "state record(s)" means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency."*
> *(T.C.A. § 10-7-301).*

B. Information passing through or stored on City equipment—including but not limited to incoming and outgoing phone calls, voice, and text messages (whether sent, received or deleted), a history of websites visited, and e-mail obtained or deleted (even if password protected or encrypted)— can and will be monitored and recorded.

C. The City maintains the right to monitor and review—without notice or a user's permission—all uses of City-owned equipment including communications of any kind 24 hours a day.

D. The City Administrator, or his designed appointee, shall accommodate members of the public who request access to e-mails, text messages, and/or cellular phone bills.

E. The City's Record Retention Policy applies to all messages sent and/or received via wireless telecommunications. Such messages shall be retained or purged as required under that policy.

ROLES AND RESPONSIBILITIES

A. Requesting Department Director:

1. Submits written request to IT Department
2. Ensures wireless telecommunications users comply with this policy
3. Informs MIT Department of user changes
4. Submits written requests for all changes to existing service and additional accessory orders
5. Reviews monthly usage charges for departmental users and takes corrective action when necessary
6. Ensures wireless telecommunications equipment remains at the City of Franklin when user is no longer employed by City
7. Responsible for notifying the IT Department immediately if a piece of equipment is lost or stolen

B. Management Oversight:

1. Evaluate which employees need to have a wireless device on an annual basis.
2. Employees who have jobs that require them to have only occasional access should be loaned departmental cellular phones.

C. Cell Phone Contract Administrator:

1. Orders wireless telecommunications equipment and accessories and notifies the ordering department's contact person when the items are available for pickup
2. Enters information for all equipment into a telephone billing database and maintains a master inventory of all users
3. Responsible for all repairs, replacements, and changes to service
4. Reviews monthly bills and makes recommendations, as necessary

REVISIONS

The City of Franklin, TN, retains the right to edit and/or make changes to this policy as deemed necessary.

CITY OF FRANKLIN, TENNESSEE

Request for Wireless Device and Acknowledgment of Terms and Conditions of the Wireless Telecommunications Equipment Policy

For Department Use Only:

Requesting Department: _____

Employee Name: _____

Reason for Phone: _____

Employees:

Please place your initials in the blank beside the following option and sign the statement at the bottom:

_____ City-Issued Wireless Device Option

I hereby acknowledge that I have read and received a copy of the City of Franklin's Wireless Telecommunications Equipment Policy and agree to all terms and conditions therein. I understand and agree to all the provisions specified in the policy. I understand that abiding by the policy is a condition of my employment and/or continued association with the City. Further, I recognize that a violation of this policy may result in disciplinary action, including possible termination. I understand I will remain solely financially responsible for all unauthorized use or damage as defined by the policy.

_____ _____

Employee (Print Name) Supervisor

_____ _____

Employee Signature Date

This document will be retained in the employee's personnel file and in the IT Department.

City of Franklin Vehicle Use Policy

Table of Contents

1 General Statement of Policy 1
2 Responsibilities 1
2.1 Responsibility of City Administration 1
2.2 Responsibility of City Department Directors or Designees 1
2.3 Responsibility of Drivers 1
3 Operating Policy and Procedures 2
3.1 General Conditions of Vehicle Use 2
3.2 Fleet Maintenance Services 3
3.3 Take-home vehicles 3
3.4 Out-of-town travel 4
3.5 Vehicle Crash/Incident Procedures 4
Appendix A: Fleet Related Contact Information 6

1 General Statement of Policy

The purpose of this policy is to provide operational guidelines and procedures with respect to the operations of motor vehicles and other road-worthy equipment owned or leased by the City of Franklin and establishes the minimum requirements for operation of such vehicles and equipment. As used hereafter, the term "vehicle" refers to all motor vehicles and mobile equipment owned, leased or otherwise used by City employees.

Failure to comply with the provisions, operations and management responsibilities, and reporting requirement of this policy may result in disciplinary action.

2 Responsibilities

2.1 Responsibility of City Administration

1. Provide vehicles appropriate for the intended uses.
2. Develop procedures for educating employees regarding the use of vehicles.
3. Ensure the operation of all city owned vehicles is in strict compliance with this policy.

2.2 Responsibility of City Department Directors or Designees

1. In collaboration with the Fleet Maintenance Division, identify and justify vehicle needs.
2. Make specifics assignments of vehicles.
3. Ensure that employees are properly licensed and trained to operate the vehicle(s) assigned to them based on regular checks performed by the Human Resources Department.
4. Ensure that vehicles assigned to their department are operated and maintained properly and in accordance with this policy.
5. Understand and comply with all federal and state laws, local regulations, and City of Franklin policies related to the use of vehicles.
6. Ensure that drivers and operators, hereafter referred to as drivers, are familiar with federal and state laws, local regulations, and City policies relating to the use of vehicles.
7. All affected departments are expected to maintain appropriate confidentiality and protection of information relating to undercover vehicles.
8. Ensure that each vehicle is equipped with insurance, registration documentation and the assigned fuel card.

2.3 Responsibility of Drivers

1. Maintain an appropriate, valid Tennessee driver's license, certifications, or training necessary to operate an assigned vehicle.
2. Notify a supervisor immediately upon receipt of any traffic citation received while operating a City vehicle.
3. Notify the supervisor immediately if the driver's license is restricted, suspended, revoked, cancelled, or otherwise invalidated.

4. Understand and comply with all federal and state laws, local regulations, and City policies relating to the use of vehicles.
5. Assume responsibility for resolution of any traffic and parking citations while operating a City vehicle, which may include payment of fines or penalties.
6. Obtain authorization prior to operating a vehicle outside of Williamson County. The Department Director shall authorize the use based on operational needs.
7. Use personal protective equipment as required for the operation of vehicle.
8. Maintain assigned vehicle in a safe and clean operating condition.
9. Report mechanical problems to supervisor and Fleet Maintenance to plan for repair of the vehicle.
10. Ensure that any material or tools hauled in the vehicle are secured and stored in a safe manner in compliance with applicable state and local laws, local regulations and City and Department policies.
11. Ensure vehicle is equipped with appropriate emergency items as defined by the Department Director; such as first aid kits, emergency signaling devices, and fire extinguishers.

3 Operating Policy and Procedures

3.1 General Conditions of Vehicle Use

1. The employee must be in possession of a valid, Tennessee driver's license while operating a City vehicle.
2. The driver must operate a non-emergency City vehicle in a safe, lawful, efficient, and courteous manner and must obey all traffic laws, parking regulations, and rules of the road.
3. The driver must operate emergency City vehicles in compliance with departmental policy.
4. The driver is required to maintain a clean and presentable vehicle, inside and outside, to promote safe operation and reputable image of the city.
5. The City vehicle is a tool provided to aid the employee in performance of the employee's duties. The City vehicle is to be used only for legitimate City business and as necessary to meet the department's operational needs.
6. Occupants are required to use seat belts and other restraint devices when so equipped. Each occupant is responsible, individually and collectively, for the enforcement of this policy. Removing, disabling or operating a vehicle with inoperable safety restraint mechanisms and required emergency items is prohibited.
7. Except as provided herein, all City vehicles shall bear a unit number, City decal, and government issue license plates. Exceptions to this provision are as follows:
    A. Vehicles assigned to Police operations may be exempted from identification requirements when conditions warrant.
    B. Vehicles assigned to the Department Directors and Assistant Directors may be exempted from decal requirements when appropriate to their function.
    C. Vehicles approved by the City Administrator, on a case-by-case basis.
8. The transportation of any non-City personnel in a City vehicle should be approved by the respective Department Director.
9. The driver shall perform all required daily and scheduled checks and inspections of the vehicle and shall promptly report all problems, including body damage, to their direct supervisor or

Department Director who will then determine if the vehicle needs attention before being put into service.

10. Supervisors shall conduct scheduled inspections, as required by the Department Director, on the vehicles and equipment assigned to their respective employees to ensure proper operation and uniform serviceability.

3.2 Fleet Maintenance Services

1. All purchases, titles and licensing of City vehicles and road-worthy equipment shall be processed through the Fleet Maintenance Division.
2. All disposals of City vehicles and road-worthy equipment shall be processed through the Fleet Maintenance Division.
3. Employees shall not attach any personal items or accessories to any City vehicle or equipment without approval of the Department Director. Any installation of add-on accessories for City vehicles must be installed by or coordinated with the Fleet Maintenance Division.
4. All maintenance needs, including emergency road service, shall be referred to and coordinated by the employee, supervisor and Fleet Maintenance.

3.3 Take-home vehicles

1. Vehicles for take-home or 24-hour use may be assigned to City employees for City operations when the nature of their work requires such assignment. For an employee to be authorized for the use of a take-home vehicle, the employee must meet one of the following conditions.
   - Condition 1: The employee is:
     - Subject to frequent after-hours emergency callback or other unscheduled work, and
     - Such unscheduled work involves the first response to a real or present threat to life or property requiring an immediate response, and
     - A specialized vehicle, tools, or equipment are required for the performance of emergency duties.
   - Condition 2: This category is normally reserved for emergency maintenance response situations where employees share formal on-call responsibilities on a rotational basis, such as communications maintenance and public works maintenance activities. In such cases, the use of the take-home vehicle is for the period of the on-call assignment only. The employee is:
     - Subject to frequent after-hours callback, and
     - Such callback arrangements are to locations other than the employee's normal duty station, and
     - A special vehicle, tools, or equipment are required to perform afterhours assignments, and
     - An unacceptable delay in the response would result from the employee's return to the normal duty station to retrieve the needed equipment.
   - Condition 3: Public safety personnel permitted to use an individually assigned vehicle during their normal tour of duty may use the vehicle for commuting purposes in accordance with their department's standard operating procedures as approved by the City Administrator. While not on duty during such commutes, officers may assist on incidents they may encounter as needed and in accordance with departmental procedures. Any time spent

responding to such incidents or callback return to work is considered work time and shall be reported as soon as is practical. The employee is:
    - Employed in a public safety position, and
    - Is required to use an individually assigned vehicle during their normal tour of duty,
    - Subject to frequent after-hours callback.
  - Condition 4: The employee is assigned a vehicle by the Department Director as approved by the City Administrator.
2. The take-home vehicle should be used primarily for commuting and City-related business. While the employee is officially authorized to use the vehicle for personal use, employees are not to use City vehicles for other than de minimus personal use.
3. A take-home vehicle can be utilized by an employee that lives within 35 miles of the City limits. Under extenuating circumstances, the City Administrator may approve an extended radius based on operational necessity.

3.4 Out-of-town travel

1. Please refer to the City's Travel and Expense Policy located in the shared documents under the Finance page of Inside the City.
2. Breakdowns and/or mechanical difficulty shall be reported to the employee's supervisor immediately. The supervisor will coordinate with Fleet Maintenance to discuss which actions are needed and will instruct the employee accordingly.
3. When such difficulties occur after normal business hours, the employee will exercise their best judgement and report the information to their supervisor as soon as reasonably possible on the next business day.

3.5 Vehicle Crash/Incident Procedures

1. If there are injuries, call 9-1-1.
2. All accidents and incidents to vehicles and property damage as a result of an accident or an incident, must be reported immediately to that employee's supervisor and Risk Management.
3. Protect the scene of the accident. Do not move the involved vehicle or disturb the scene unless necessary for safety or until told to do so by either supervisor or law enforcement authority. Law enforcement must be called.
4. Do not make any statements to anyone except the supervisor or law enforcement authority.
5. If the accident occurs outside of the City of Franklin, the employee should call the local authorities. The City's Risk Management representative will obtain a copy of that jurisdiction's accident report. In all cases you must take the primary responsibility for notifying the appropriate Risk Management representative. The entire handling of the claim shall be performed through Risk Management. You should make no statement, nor sign any statement without the City representative's approval. Insurance information is located in each City vehicle.
6. Evaluation of fault shall occur immediately following the incident. Employees deemed at fault (or partially at fault), must submit to a post-accident drug screen and breath alcohol test (BAC), per our Drug Free Workplace Policy. When fault is not clearly established, the employee shall submit to drug screen and BAC. When the employee is clearly not at fault, no drug screen or BAC is necessary.
7. Vehicle Crash/Incident Reporting Procedures

a. Employees shall initiate the Risk Management Form on Inside the City and use the City of Franklin Vehicle and Equipment Matrix Form and instructions with any damage, incident or accident.
b. The Risk Management Division of the Human Resources Department has primary responsibility for management and settlement of all vehicle incident claims, with assistance through the City Attorney's office. The complete cooperation of all City employees is required.
c. Police Department supervisor personnel complete a Blue Team Vehicle Incident Form. If the driver is injured and unable to complete the necessary report, the report must be completed by the supervisor. This report should be started within 24 hours of the accident. The driver must complete a report as soon as possible.
d. Repairs to City vehicles will not be authorized nor will payment be made to any vendor for any such vehicle repairs until Risk Management has been notified of the damages as required and has authorized repair.
e. In accordance with our workers' compensation policy, the City will subrogate any injury claim in which a third party was responsible.

Appendix A: Fleet Related Contact Information

The table below presents contact information related to vehicle use:

ENTITY	OFFICE PHONE	MOBILE PHONE
Risk Management		615-791-3277
Police Non-Emergency Number	615-794-2513	
Dispatch		
Fleet Maintenance	615-791-3252	
Fleet Maintenance On-Call	TBD	

CITY OF FRANKLIN

Travel and Expense Policy

Table of Contents

1. PURPOSE 3
2. ENFORCEMENT 3
3. AUTHORIZED TRAVELER 3
4. TRAVEL AND EXPENSES 3
5. DOCUMENTATION 4
6. REGISTRATIONS 5
7. TRANSPORTATION 5
8. LODGING 7
9. MEALS 7
10. OTHER ELIGIBLE EXPENSES 7
11. NON-ELIGIBLE EXPENSES 8
12. TRAVEL PAY 8
13. SPECIAL CIRCUMSTANCES 8

Approved 6/26/2018

CITY OF FRANKLIN

Travel and Expense Policy

1. PURPOSE

The purpose of this policy is to ensure compliance with Tennessee Code Annotated § 6-54-901-907. This law requires Tennessee municipalities to adopt travel and expense regulations covering expenses incurred by "any mayor and any member of the local governing body and any member board or committee member elected or appointed by the mayor or local governing body, and any official or employee of the municipality whose salary is set by charter or general law."

To provide consistent travel regulations and to assure fair and equitable treatment, this policy is expanded to cover all employees and individuals traveling on City business at City expense.

2. ENFORCEMENT

The City Administrator or designee shall be responsible for the enforcement of these regulations. Any person attempting to defraud the City or misuse City travel funds is subject to legal action for recovery of fraudulent travel claims.

3. AUTHORIZED TRAVELER

In the interpretation and application of this policy, the term "traveler" or "authorized traveler" means any elected or appointed municipal officer or employee, including members of municipal boards and committees appointed by the Mayor or the municipal governing body, the employees of such boards and committees and all other municipal employees who are traveling on official municipal business and whose travel was authorized in accordance with this policy. Unless otherwise specified, this policy applies to vendors for travel or business expenses eligible for reimbursement by the City.

"Authorized traveler" shall not include the spouse, children, other relatives, friends, or companions accompanying the authorized traveler on authorized business, unless the person(s) otherwise qualifies as an authorized traveler under this policy.

4. TRAVEL AND EXPENSES

Discounts. The authorized traveler should be conservative in expenditures and request the government rate and/or take advantage of other discounts, special rates or tax exemptions to which the City may be entitled whenever feasible.

Payments. Authorized travelers are encouraged to use their Purchasing Card whenever possible for paying for eligible expenses, including but not limited to conference registration, lodging, meals, and gasoline purchases.

The municipality may pay directly to a provider by accounts payable for expenses such as meals, lodging, and registration fees for conferences, conventions, seminars, and other education programs.

Authorized travelers may be reimbursed for eligible expenses incurred while traveling on official business for the City. Eligible expenses shall include expenses for transportation; lodging; meals, registration fees for conferences, conventions, and seminars; and other actual and necessary expenses related to official business as determined by the City Administrator or designee.

The City does not provide travel advances. (Eligible travel expenses not paid directly by accounts payable or purchasing card will be reimbursed.)

Travel Period. The traveler will be required to take annual leave for any additional time taken beyond the day before and the day after the conference, convention, seminar, or meeting dates.

When the traveler extends the trip with personal time to take advantage of discount fares, eligible expenses will be limited to the lesser of:

a. the actual expenses incurred, including meals and lodging; or
b. the amount that would have been incurred for non-discounted fares using the least expensive rates available.

5. DOCUMENTATION

Travel Authorization. Prior to the travel, all costs associated with the travel should be reasonably estimated. The authorized traveler shall indicate that the proposed travel is approved in the present budget. Departments may use the Travel Authorization Form to document the authorization.

Travel authorizations of $2,500 or over are approved by the City Administrator or an Assistant City Administrator. Those under $2,500 may be approved by the department head or designee.

Travel Reimbursement. To qualify for reimbursement, travel expenses must be directly related to the conduct of the City business for which the travel was authorized and reasonable, and necessary under the circumstances. The City Administrator may make exceptions for unusual circumstances.

It is the responsibility of the authorized traveler to complete the reimbursement form, sign, and obtain approval with the necessary supporting documents and original receipts.

Reimbursement requests, including those for mileage, should be received by Finance within 30 days of the end of the travel or expense period. Reimbursement requests received after 60 days of the end of the travel or expense period are not eligible for reimbursement.

Travel expenses chargeable to a federal award require documentation to substantiate that the travel is necessary to the federal award.

Travel Receipts. Expenses must be supported by the original paid receipts unless otherwise exempted in this policy. If an invoice or receipt is missing, substitute documentation is needed for the expense. If the expense is under $25, the substitute documentation detailing the expense may be provided in lieu of the missing invoice or receipt. If $25 or more, the substitute documentation needs to include evidence of the vendor being unable to provide a replacement invoice or receipt.

6. REGISTRATIONS

Registration fees for approved conferences, conventions, seminars, meetings, and other educational programs are eligible expenses.

7. TRANSPORTATION

Air Travel. All potential costs should be considered when selecting the modes of transportation. For example, airline travel may be cheaper than automobile when time away for work and increased meal and lodging costs are considered.

When time is important, or when the trip is so long that other modes of transportation are not cost-beneficial, air travel is encouraged.

The city will pay for tourist or economy class air travel on the lowest cost air carrier based in Nashville going to the traveler's destination, or the city closest to the destination.

Mileage credits for frequent flyer programs accrue to the individual traveler. However, the City will not reimburse for additional expenses - such as circuitous routing, extended stays, layovers to schedule a carrier, upgrading from economy to first class-seating, for travelers to accumulate additional mileage or for other personal reasons.

City Vehicle. The City may require the employee to drive a City vehicle. The employee is required to have a valid driver's license in their name to operate a city vehicle. The traveler is responsible for seeing that the vehicle is used properly and only for acceptable business. Eligible expenses are those directly related to the actual and normal use when proper documentation is provided.

Out-of-town repair costs must be cleared with the department head or the City Administrator before the repair is authorized.

Automobile transportation may be used when a common carrier cannot be scheduled, when it is more economical, when a common carrier is not practical, or when expenses can be reduced by two or more City employees traveling together.

Rental Vehicle. Use of a rental car is not permitted unless it is less expensive or otherwise more practical than public transportation. Approval of car rental is generally required in advance. The traveler must always request the government or weekend rate, whichever is cheaper. The employee driving the rental vehicle must have a valid driver's license in their name. Anyone who uses a rental car for out-of-state travel must obtain

liability and collision coverage from the vendor. The City will reimburse the traveler for this insurance coverage on rental cars.

In nearly all cases, an intermediate size automobile is the most appropriate vehicle to rent.

A rental vehicle is not eligible for mileage reimbursement.

Train, Bus, Taxi, Shuttle, and Other Transportation Fares. The City will pay for the actual cost of tickets if the train or bus ticket does not exceed the lowest reasonable available airfare and associated airfare travel costs. This type of travel cannot extend the time a traveler would be away from the work place.

When an individual travel by common carrier, reasonable fares will be allowed for necessary ground transportation. Bus or shuttle service to and from airports should be used when available and practical. The traveler will be reimbursed for parking fees and mileage for travel to and from the local airport.

Reasonable transportation fares between lodging quarters and meetings, conferences, or meals are eligible expenses.

Personal Vehicle. Use of a private vehicle for travel must be approved in advance. The City will pay a mileage rate not to exceed the rate established by the Internal Revenue Service standard rate as of the date of travel. In no event will mileage reimbursement exceed the lowest reasonable available airfare and associated airfare travel costs.

Unless from home, the miles for reimbursement shall be paid from the origin to destination and back by the most direct route. Necessary vicinity-travel related to official City business will be reimbursed using the Rand McNally mileage calculator. Mileage requests beyond this calculation must be documented as necessary and business related.

Mileage on trips from home to a temporary work location must exceed employee's normal commute to be reimbursable. (Normal commute miles will be deducted from the mileage to or back home from the temporary work location.)

Travelers will not be reimbursed for automotive repair or breakdowns when using their personal vehicle.

If a privately-owned automobile is used by two or more travelers on the same trip, only the traveler who owns or has custody of the automobile will be reimbursed for mileage. It is the responsibility of the traveler to provide adequate insurance to hold harmless the City for any liability from the use of the private vehicle.

Local transportation should normally be by city vehicle. Local mileage will be paid in cases where a city vehicle is not available.

8. LODGING

Authorized travelers shall be reimbursed for actual, reasonable and necessary expenses incurred for lodging in a publicly licensed lodging facility during official business travel requiring an overnight stay. The traveler shall request conference, government or weekend rates, whichever is cheaper when making lodging reservations. Authorized travelers sharing lodging shall report on a pro rata basis.

Travelers may stay at conference hotel(s) at conference / training / event rate, including a comparable rate hotel if conference / training / event hotels are filled.

9. MEALS

Travel meals comprise meals when there is an overnight stay. (An overnight stay is typically for travel beyond the Middle Tennessee region of the state.)

Meals provided when there is not an overnight stay may be eligible business meals.

The City of Franklin will pay reasonable and customary amount for meal expenses. This is subject to a maximum amount depending on the location of the travel. Meal amounts per day are not to exceed the federal per diem meals breakdown for the continental U.S. (CONUS) developed by the United States General Services Administration. On the first and last day of travel, the maximum is 75% of the CONUS per diem meals breakdown. The daily rate for meals would also be reduced for any meal provided at a conference / training / event (using the rate for that meal).

Should an authorized traveler pay for the total cost of a meal shared with other authorized travelers, the total will be reimbursed to the paying traveler if the other travelers are identified on the original receipt.

10. OTHER ELIGIBLE EXPENSES

Baggage Handling. An allowance of $4 for hotel/motel check-in and baggage handling will be reimbursable without documentation or original receipts on days of check-in and check-out only.

Gratuities at Restaurants. Reasonable gratuities at full-service restaurants are eligible travel expenses. The gratuity needs to not exceed 20%.

Phone Calls. The traveler may be reimbursed for up to $5 per day for personal phone calls to his or her residence and/or family while on official travel. The traveler should check before making a long-distance call to be certain of the charge that may be applied.

Sales Tax and Hotel/Motel Tax. Sales tax and hotel/motel taxes paid while traveling are eligible expenses.

Tolls. Reasonable tolls will be allowed when the most direct travel route requires them.

11. NON-ELIGIBLE EXPENSES

The following items are non-eligible travel expenses. However, these are provided only as a guideline and not necessarily a complete list:

a. Accidents and breakdowns in employee-owned vehicles,
b. Airline or other travel insurance,
c. Alcoholic beverages,
d. Barbers and hairdressers,
e. Car washes for employee-owned vehicles,
f. Entertainment expenses,
g. Fines for traffic or parking violations,
h. Golf fees,
i. Kennel costs for pets,
j. Laundry and valet service,
k. Mileage and lodging expenses incurred within the City limits unless approved in advance by the City Administrator,
l. Private aircraft unless approved in advance by the City Administrator,
m. Spa/salon services,
n. Traffic fines and parking tickets, and
o. Transportation costs incurred for personal purposes are not reimbursable.

12. TRAVEL PAY

The City uses U.S. Department of Labor regulations for travel pay. The regulations determine pay based on the nature of travel. Only non-exempt employees are eligible for travel pay.

13. SPECIAL CIRCUMSTANCES

The City Administrator may address special circumstances and issues not covered in this policy.

Work from Home Policy

"Work from home" allows employees to work at home, on the road or in a satellite location for a set amount of time for their workweek. The City of Franklin considers work from home to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Working from home may be appropriate for some employees and jobs but not for others. It is not an entitlement, and it in no way changes the terms and conditions of employment with the City of Franklin.

Procedures

Working from home can be a set schedule of working away from the office, a short-term project, during business travel, or agreed upon circumstances with employee and Department Director.

Any work from home arrangement may be discontinued at will at any time at the request of the employee or the City of Franklin.

Eligibility

Individuals requesting work from home arrangements must be employed with the City of Franklin for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. They must be in an approved eligible position.

Before entering into any work from home agreement the employee and manager, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and Department director will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and Department Director will review the physical workspace needs and the appropriate location for the telework.

If the employee and department director agree, and the human resource department/City administrator concurs, a draft work from home agreement will be prepared and signed by all parties.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process. The employee must be available for all phone calls and meetings. The employee must be responsive to email and requests.

Equipment

On a case-by-case basis, the City of Franklin will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. City of Franklin reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.

The employee will establish an appropriate work environment within his or her home for work purposes. The City of Franklin will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space or the cost of internet access.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the City's workers' compensation policy. Work from home employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Work from home is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

Time Worked

Employees working from home who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City of Franklin's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the employee's supervisor.

Ad Hoc Arrangements

Temporary work from home arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal work from home arrangements are made on a case-by-case basis.

SOCIAL MEDIA POLICY

Purpose

This document defines the social networking and social media policy for the City of Franklin. Social media covers all web-based applications that permit the sharing and collaboration of information via Internet communities, social-networking sites, video-sharing sites, wikis, blogs and micro-blogs, and others. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate. The City has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This policy establishes guidelines for the use of social media. The City has drafted this policy to help employees understand the unique issues raised by this new and evolving communication tool.

I. Acceptable Use

The City is committed to providing an environment that encourages the use of computers and electronic information as essential tools to support the City's business. The City provides a computer system, with Internet access, to its employees to enable them to communicate with each other and with the City's vendors, citizens and customers in an efficient and cost-effective manner. The electronic communications systems and equipment that is the subject of this policy is owned or leased by the City and is provided to employees for their use in connection with their work. It is the responsibility of each employee to ensure that this technology, including the access of social media websites, is used in accordance with these policies and procedures.

A. Personal Use
   1. All City employees may have personal social networking and social media sites.
   2. These sites should remain personal in nature and be used to share personal opinions or nonwork related information. Following this principle helps ensure a distinction between sharing personal and City views.
   3. City employees must never use their City e-mail account or password in conjunction with a personal social networking social media site. Employees may not use or incorporate the City or the City logo in their personal email addresses, screen names, homepages, screen imagery or otherwise absent the prior written approval of the City Administrator.
   4. Regardless of any privacy settings on various social media platforms, social media is not private. Information becomes public the moment it is published on the Internet. Assume that co-workers and members of the City's management will see anything and everything posted online, and act accordingly.
   5. Employees should not expect that anything that is sent or received using the City's electronic communications systems and equipment is the employee's private property. In fact, it belongs to the City. Employees should not have any expectation of privacy with respect to those communications, whether communicated via social media sites or otherwise. The City may, from time to time, as it sees fit, monitor, review, intercept or gain access to communications employees initiate or receive on the City's electronic communications systems and equipment. Employees' use of the City's systems will constitute consent to such monitoring, reviewing, interception or access. The City may, but has no requirement to, provide notice, either before or after any review of communications.
   6. The following guidance is for City employees who decide to have a personal social media or social networking site or who decide to comment on posts about official City business:

a. State one's name and, if relevant, role, when discussing City business
b. Use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the City for which I work."

B. Professional Use
1. All official City-related communication through social media and social networking outlets should remain professional in nature and should always be conducted in accordance with the City's communications policy, practices and expectations. Employees must not use official City social media or social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities.
2. City employees should be mindful that inappropriate usage of official City social media and social networking sites can be grounds for disciplinary action. If social media and social networking sites are used for official City business, the entire City site, regardless of any personal views, is subject to best practices guidelines, and standards.
3. Only individuals authorized by the City may publish content to a City Web site or state City social computing technologies.
4. Periodically, the City may obtain photographs, videos or other likenesses of its employees at City-related events, such as outings, holiday parties, and charitable events. If an employee does not want their photograph, video or other likeness recorded at such an event posted on our City website or any social networking site (such as the City's Facebook page or Twitter feed), the employee must inform the human resources department in writing.

II. Approval and Registration

All City social media sites shall be (1) approved by the City Administrator; (2) published using approved social networking platform and tools; and (3) administered by the contact or their designee.

III. Oversight and Enforcement

Employees representing the City through social media outlets or participating in social media features on City websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City social media sites, blogs, or other social media features. Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms.

City employees recognize that the content and messages they post on social media websites are public and may be cited as official City statements. Social media should not be used to circumvent other City communication policies, including news media policy requirements.

City employees may not publish information on City social media sites that includes:
1. Confidential information
2. Copyright violations
3. Profanity, racist, sexist, or derogatory content or comments
4. Partisan political views
5. Commercial endorsements or SPAM

SOCIAL MEDIA POLICY

IV. Records Retention

Social media sites contain communications sent to or received by the City and its employees, and such communications are therefore public records subject to Tennessee Open Records Act. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The Department maintaining a site shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

1. Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
2. Social media records are maintained in an authentic format (i.e. ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
3. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
4. Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
5. Each employee who administers one or more social networking sites on behalf of the City has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

V. General Provisions

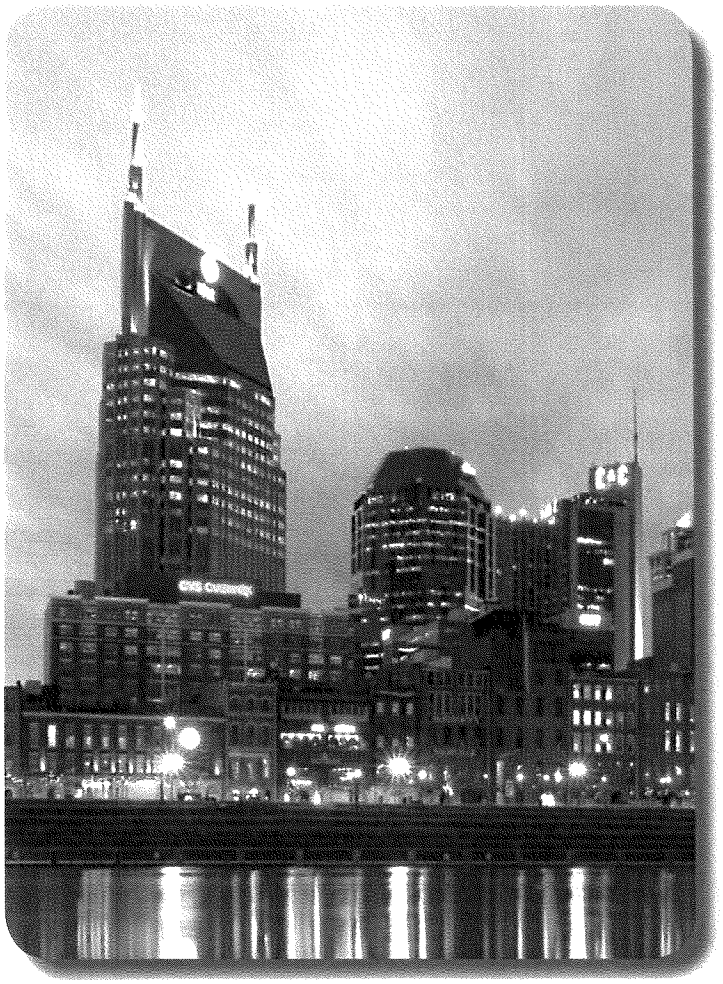
As with all of its policies, the interpretation of this Social Media Policy is within the sole discretion of management, and the City reserves the right to alter, amend, modify, revoke, suspend or terminate all or any part of this Social Media Policy, at any time, in its sole discretion, with or without notice. Moreover, this policy in no way affects or alters an employee's at-will employment status.

If, at any time, an employee is uncertain about how to apply these policies and procedures or has any question about his or her participation in social media activities, the employee should contact a member of the human resources department or their department director. Each employee bears their own personal responsibility to follow this policy and use good judgment with his or her social media activities. If an employee has any doubt whether online activities violate this policy, they employee should ask a member of the human resources department or their department director *before* engaging in the conduct. Tweeting or Facebooking first, and asking questions later, is not acceptable and will not immunize any improper conduct or violation of this policy.

Employees have an affirmative duty to report to a supervisor, manager or member of the human resources department any conduct that violates this Social Media Policy. In such circumstances, an employee should follow the same reporting procedures set forth in the City's harassment policy.

Any employee who violates this Social Media Policy shall be subject to discipline, up to and including discharge.

Retirement ... A New Beginning



A Guide to Retirement for the Tennessee Consolidated Retirement System

January 1, 2014

David H. Lillard, Jr., State Treasurer
Jill Bachus, Director of TCRS

Table of Contents

Introduction 1

Group I Retirement Requirements 2

Retirement Benefits for Law Enforcement Officers 3

Creditable Service 4

Service Retirement 9

Early Retirement 10

25-Year Early Retirement 11

Election of Benefit Payment Plans 12

Social Security Leveling Benefit Plan 14

Disability Benefits 16

Requirements for Continuation of Medical Insurance after Retirement 17

Medicare Supplement Insurance 19

Cost-of-Living Adjustment (COLA) 20

Federal Income Tax 21

Return to Service 22

Retirement Checklist 24

Additional Assistance 28

Definition of Retirement Terms 29

2013 Schedules of Estimated Monthly Benefits

- Retiring at Age 60 with 5% Benefit Improvement 31
- Retiring at Age 60 without 5% Benefit Improvement 32
- Retiring at Age 55 with 5% Benefit Improvement 33
- Retiring at Age 55 without 5% Benefit Improvement 33

Driving Directions and Map 34

Forms: Active Member Change of Beneficiary Form 37

Benefit Estimate Request 39

Retirement . . . A New Beginning

A Member's Guide to TCRS Retirement

Introduction

This retirement information booklet is intended for use by Group I members of the Tennessee Consolidated Retirement System (TCRS). TCRS is a trust fund established by the General Assembly for the purpose of administering a retirement program for public employees. Group I consists of state employees, teachers, local government and higher education employees and all employees becoming members of TCRS on or after July 1, 1976, except for state judges who were members or became members on or after September 1, 1990.

TCRS provides a very important benefit for more than 230,000 active members, as well as more than 117,000 retired members. This benefit increases in value with each year you work as a Tennessee public employee. We hope this booklet will help you understand your retirement program and the benefits available to you through your membership in TCRS.

Retirement Plans

Typically, there are two types of retirement plans covering public employees: Defined Benefit Plan and Defined Contribution Plan. TCRS is a defined benefit plan. These type plans are summarized below:

Defined Benefit Plan

- Annuity at retirement is based on a set formula.
- The employer bears the risk of investment loss.
- Contributions are not available for loans or withdrawal until termination of employment.
- Benefit payments are for an employee's lifetime.
- Examples of defined benefit plans: **TCRS** and Social Security

Defined Contribution Plan

- The annuity at retirement is based on the retiree's account balance.
- The employee chooses the investments and bears the risk of investment losses or gains.
- Contributions may be available for withdrawal or loans, subject to early withdrawal penalties. Contact Great West for details.
- Examples of defined contribution plans: 401(k), 457, 403(b) plans.

Group I Retirement Requirements

Service Retirement

- The member must be age 60 and vested; or
- The member must have 30 years of service (regardless of age).
- No reduction factor will be applied to the monthly benefit.

(Sample calculation on page 9.)

Early Retirement

- The member must be age 55 and vested.
- One reduction factor will be applied to the monthly benefit.
- The reduction is 4/10 percent for each month the member lacks meeting service retirement requirements.

(Sample calculation on page 10.)

25-Year Retirement

- State employees and teachers are eligible to receive a reduced monthly benefit upon completion of 25 years of service.
- Members of political subdivisions are eligible only if the local government has passed the resolution authorizing this provision.
- Two reduction factors are applied to the monthly benefit:
  1. Reduction for early retirement; and
  2. An actuarial factor based on the member's age at retirement.

(Sample calculation on page 11.)

Retirement Benefits for Law Enforcement Officers

Group I state police officers, wildlife officers and commissioned members of the Alcoholic Beverage Commission who are engaged in law enforcement activities on a day-to-day basis and certain other employees of the Department of Safety, TWRA, TBI and Alcoholic Beverage Commission are subject to mandatory retirement on the first day of the month following the month in which the member attains age 60.

Any Group I law enforcement officer who retires at or after age 55 in accordance with this mandatory retirement requirement is eligible for a supplemental bridge benefit in addition to the regular service retirement benefit. For members retiring on a *regular* service retirement allowance, the supplemental benefit is equal to .75 percent of the member's average final compensation, multiplied by the member's years of creditable service established while the member was in a Group I position covered by the mandatory retirement provisions. For members retiring on an *early* service retirement allowance, the supplemental benefit is equal to the supplemental benefit paid to members retiring on a regular retirement allowance, but reduced by .4 percent for each month by which the member's date of early service retirement precedes the member's service retirement date. The initial supplemental benefit may not exceed 22.5 percent of the member's AFC. The supplemental benefit will begin the later of the date of retirement or the first day of the month after the member attains age 55. Supplemental bridge benefits are eligible for cost of living adjustments; however, all supplemental benefits shall cease upon the earlier of the member's death or eligibility for early Social Security benefits (currently age 62).

Effective July 1, 2007, Group I members that served in state public safety officer positions covered by the mandatory retirement provisions are eligible to retire on service retirement benefits upon attainment of age 55 with 25 years of creditable service. The unreduced benefits (service retirement) are based on the years of creditable service rendered and the average final compensation received while the Group I member served in a Group I position covered by the mandatory retirement provisions. All other service is calculated under the reduced (early) retirement provisions.

Creditable Service

Any member who believes he or she may have service that fits into any of the following categories should contact our Prior Service Staff to obtain information concerning possible establishment.

Refunded Service

Previously withdrawn service may be re-established by redepositing the amount withdrawn plus 7½ percent interest compounded annually from the date of the refund. A member must have one year of active membership service prior to making a redeposit. This payment may be made in a lump sum amount or under an installment payment plan.

Military Service

Three are three ways a TCRS member may receive retirement credit in TCRS for military service rendered in the United States Armed Forces:

1. Interrupted Military Service

   a. In General. The first situation is called interrupted military service and is governed by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). In general, if a TCRS member takes a leave of absence from the member's TCRS covered employment to serve in the uniformed services of the United States (during, for example, Invasion of Panama, Multinational Force in Lebanon, Operation Urgent Fury (Grenada), Desert Storm, Operation Enduring Freedom, Operation Iraqi Freedom, etc.), the member is interrupting the member's employment for that military service. If the member is reemployed by the member's pre-service TCRS covered employer, TCRS essentially treats the member as though the member never had a break in service.

   b. Requirements. To establish the interrupted military service, the member must:

      - Leave TCRS covered employment to serve in the uniformed services of the United States;
      - Be released from military service for other than dishonorable or other punitive conditions;
      - Serve no more than a cumulative total of five years away from the same pre-service employer. There are a few limited exceptions to the five years such as scheduled drills (inactive duty training);
      - Return to employment with the same pre-service employer within six months of discharge;
      - Redeposit any contributions the member may have withdrawn from TCRS upon leaving employment to serve in the military;

- Submit to TCRS an application for the military service credit along with a copy of the member's DD214; and

c. Cost. The member must make a back payment to TCRS equal to:

- The amount of employee contributions the member would have paid to TCRS had the member remained continuously employed with the employer during the period of military service claimed. The contributions are based upon the compensation the member was earning at the time the member left employment to enter the military.

- However, if the military service was during the Persian Gulf War, the service is credited without any charge to the member, unless the member is an employee of a political subdivision. If the member is an employee of a political subdivision, the service is credited without charge to the member provided the political subdivision passes a resolution accepting the liability. "Persian Gulf War" means the period from and including August 2, 1990 to the date thereafter prescribed by presidential proclamation or by federal law.

d. TCRS Credit Limits. As stated under the requirements above, the cumulative total of interrupted military service credit that can be established in TCRS with a single employer cannot exceed five years with a few exceptions.

2. Non-Interrupted Military Service During Certain Periods of Armed Conflict

a. In General. The second situation is where a TCRS member served in the uniformed services of the United States prior to employment with a TCRS covered employer and the service was rendered during one of the following periods of armed conflict:

- WWI 04/07/17 - 11/11/18
- WWII 12/07/41 - 12/31/46
- Korean Conflict 06/27/50 - 01/31/55
- Vietnam Era 02/28/61 - 05/07/75

❖ If a member served during a different period of armed conflict (for example, Invasion of Panama, Multinational Force in Lebanon, Operation Urgent Fury (Grenada), Desert Storm, Operation Enduring Freedom, Operation Iraqi Freedom, etc.), the member may still obtain the service credit if the military service interrupted the member's TCRS covered employment. See Item 1 above.

b. Requirements. To establish the above non-interrupted military service, the member must:

- Be a state employee or teacher, or an employee of a political subdivision whose chief legislative body has specifically authorized the credit;

- Receive an honorable military discharge;

- Not be able to establish the military service in any other retirement system, unless the member is receiving a disability retirement benefit from the United States Veterans' Administration as a result of a 100% permanent, total disability caused by a service-connected, combat related injury that existed on the date of discharge and the member did not retire from the military with 20 or more years of service;
- Be vested in TCRS before the military service credit can be used in determining any rights under TCRS; and
- Submit to TCRS an application for the military service credit along with a copy of the member's DD214.

c. Cost. There is no cost to the member.

d. TCRS Credit Limits. A member may not establish more than a cumulative total of four years of non-interrupted military service credit in TCRS (this includes both non-interrupted military service during the above periods of armed conflict and the non-interrupted military service during the peacetime periods described in Item 3 below).

3. Non-Interrupted Military Service During Certain Periods of Peacetime

a. In General. The final situation is where a TCRS member served in the uniformed services of the United States prior to employment with a TCRS covered employer and the service was rendered at any time from:

- 10/15/40 - 05/07/75

b. Requirements. To establish the above non-interrupted military service, the member must:

- Be a state employee or teacher, or an employee of a political subdivision whose chief legislative body has specifically authorized the credit;
- Receive an honorable military discharge;
- Not be able to establish the military service in any other retirement system, unless the member is receiving a disability retirement benefit from the United States Veterans' Administration as a result of a 100% permanent, total disability caused by a service-connected, combat related injury that existed on the date of discharge and the member did not retire from the military with 20 or more years of service;
- Be vested in TCRS before the military service credit can be used in determining any rights under TCRS; and
- Submit to TCRS an application for the military service credit along with a copy of the member's DD214.

c. Cost. The member must pay to TCRS an amount equal to:

- First year of such military service - 10½% (i) multiplied by the member's salary at the time of the claim, or if not in service at the time of the claim, the member's salary at termination of employment (ii) multiplied by the number of months being established. This cost applies to the member's first year of such military service.

- After first year of such military service - 9% (i) multiplied by the member's salary at the time of the claim, or if not in service at the time of the claim, the member's salary at termination of employment (ii) multiplied by the number of months being established. This cost applies to payments for service credit after the member's first year of such military service.

d. TCRS Credit Limits.

- First year of such military service - One day of creditable service in TCRS for each day of such military service rendered during the first year of the military service.

- After first year of such military service - One day of creditable service in TCRS for each two days of such military service rendered after the member's first year of the military service.

- Aggregate total of non-interrupted military service - A member may not establish more than a cumulative total of four years of non-interrupted military service credit in TCRS (this includes both non-interrupted military service during the above periods and the non-interrupted military service during the periods of armed conflict as described in Item 2 above).

Other Service

There are certain other types of service that may be established, such as probationary service, out-of-state service and educational leave. Detailed information on establishing such service may be obtained by contacting the TCRS Prior Service Staff.

Sick Leave

Each 20 days of accumulated sick leave will add one additional month of retirement credit to the member's total service credit.

For teachers, the teaching contract determines the number of days required to equal one year of sick leave credit: a 10-month contract requires 200 days, an 11-month contract requires 220 days and a 12-month contract requires 240 days.

Employees of a political subdivision may receive sick leave credit if the local government passes a resolution authorizing such service.

Acceptable Payment Methods

Members who must make a payment to establish their prior service may choose between two payment methods: a lump sum payment or an installment payment plan.

Lump Sum Method: A lump sum payment for the entire balance due may be made. A member may also rollover any pre-tax money which is currently contained in a qualified 401(a), 401(k), 403(b), governmental 457 plan or a traditional IRA, without penalty. Please contact our Prior Service division if you are interested in purchasing prior service with a rollover.

Installment Method: A member may choose to pay for their prior service on an installment plan. This plan operates by automatic electronic transfer of funds from the member's bank account each month until the account is paid in full. The member may select from a defined set of payment terms depending on the number of years of service to be purchased. Probationary service, out-of-state service and interrupted military service cannot be purchased on the installment payment plan. Rollovers may be used to pay off an existing installment plan, but may not be used as a down payment or mid-schedule payment to the installment plan.

SERVICE PURCHASED ON THE INSTALLMENT PLAN IS NOT CREDITABLE IN TCRS UNTIL THE FINAL PAYMENT IS MADE.

Service Retirement
Unreduced Benefit — Age 60 and Vested or 30 Years of Service

The benefit formula is a two-step calculation integrated with Social Security based on the Average Final Compensation (AFC), the Social Security Integration Level (SSIL) and the years of service in TCRS. The following example shows the formula method used for calculating the TCRS retirement allowance.

For TCRS members who remain in service past age 65, your retirement benefit will be the greater of the Group 1 benefit calculation or the actuarial equivalent benefit assuming you had retired at age 65. This alternate calculation only takes into consideration service established in TCRS at age 65. Any service (membership and prior service) rendered or established in TCRS after your 65th birthday **will not** be included in the alternate age 65 calculation.

Employees of political subdivisions are only eligible for this benefit if adopted by a political subdivision upon passage of a resolution by the chief governing body.

The alternate age 65 calculation does not apply to anyone becoming a member of TCRS after June 30, 2011.

Sample Calculation

Assumptions

Member	-	Age 60
Beneficiary	-	Age 60
Service	-	30 years
AFC	-	$50,000
SSIL (2013)	-	$64,800

Step 1	.0150	X	AFC $50,000	X	Years of Service 30	=	$22,500
*Step 2**	.0025	X	AFC - SSIL $0	X	Years of Service 30	=	+ 0
	Annual TCRS Benefit						$22,500
							÷ 12
	Monthly TCRS Benefit						$ 1,875
	Benefit Improvement Percentage**						x 1.05
	Maximum Monthly Benefit						$ 1,968

* If the member's AFC does not exceed the SSIL in the year the member retires, step 2 is omitted from the benefit calculation. If the member's AFC exceeds the SSIL in the year the member retires, Step 2 would be included in the benefit calculation.

** Benefit Improvement Percentage is optional to local government employers.

NOTE: Upon retirement (service, early, disability, etc.), a member must select one of six benefit plans. There are two single life annuity plans payable to the member only. There are four joint and survivor plans which are payable to the member for life with a provision to continue to the named beneficiary at the member's death. Explanations of the benefit plans are on pages 12 and 13. Please request the TCRS brochure "Selecting a Payment Plan at Retirement" for more detailed information.

Early Retirement
Reduced Benefit — Age 55 and Vested

Sample Calculation

Assumptions

Member	-	Age 55
Service	-	20 years
AFC	-	$49,000
SSIL (2013)	-	$64,800

Step 1	.0150	X	AFC $49,000	X	Years of Service 20	=		$14,700
*Step 2**	.0025	X	AFC - SSIL $0	X	Years of Service 20	=	+	0
Subtotal								$14,700
							÷	12
Subtotal								$ 1,225
Reduction Factor**							x	.7600
Monthly TCRS Benefit								$ 931
Benefit Improvement Percentage***							x	1.05
Maximum Monthly TCRS Benefit								$ 977

* If the member's AFC does not exceed the SSIL in the year the member retires, step 2 is omitted from the benefit calculation.

** The benefit is reduced 4/10 percent for each month the member retires early. The reduction factor is calculated from service or age requirements (whichever the member is closest to meeting) in order to give the member the best benefit.

*** Benefit Improvement Percentage is optional to local government employers.

A member who retires prior to age 60, with less than 10 years of service, will have his benefit computed as outlined above, with an additional 15 percent reduction for each year or partial year lacking 10 years.

25-Year Early Retirement
Reduced Benefit — State Employees & Teachers
Any Age with 25 to 29 Years and 11 Months Service

Sample Calculation

Assumptions

Member	-	Age 50
Service	-	25 years
AFC	-	$49,000
SSIL (2013)	-	$64,800

			AFC		Years of Service		
Step 1	.0150	X	$49,000	X	25	=	$18,375
			AFC - SSIL		Years of Service		
*Step 2**	.0025	X	$0	X	25	=	+ 0
Subtotal (AFC - SSIL)							$18,375
							÷ 12
Subtotal							$ 1,531
Reduction Factor**							x .7600
Subtotal							$ 1,163
Actuarial Age Factor							x .6342
Monthly TCRS Benefit							$ 738
Benefit Improvement Percentage***							x 1.05
Monthly TCRS Benefit							$ 774

Note: State employees and teachers are eligible at any age upon the completion of 25 to 29 years, 11 months of service. Twenty-five year early retirement is optional to local government employers.

* If the member's AFC does not exceed the SSIL in the year in which the member retires, step 2 is omitted from the benefit calculation.

** There are two reductions on this benefit:

1. One based on service credit and
2. One based on the actuarial factor for the member's age on the date of retirement.

Examples of the actuarial factors are:

Age 54 - 91.12	Age 50 - 63.42
Age 53 - 83.11	Age 49 - 58.05
Age 52 - 75.88	Age 48 - 53.17
Age 51 - 69.34	Age 47 - 48.74

*** Benefit Improvement Percentage is optional to local government employers.

Election of Benefit Payment Plans

Single Life Annuity Plans

Regular or Maximum Plan: Maximum monthly benefits are payable to a member for life, with all benefits ceasing at death. Monthly benefits end at the member's death, but the beneficiary is entitled to payment of any remaining contributions which had been credited to the member's account and which were not returned to the member in the form of retirement benefits.

Social Security Leveling: A member may convert his or her retirement allowance into an increased benefit payable prior to the date the member attains age 62 and a reduced allowance payable after that date, so that the member's total income will be approximately the same before and after the commencement of Social Security payments.

Monthly benefits end at the member's death, but the beneficiary is entitled to payment of any remaining contributions in the member's account which were not returned to the member in the form of retirement benefits. If this plan is elected, the member must furnish the retirement system with an age 62 Social Security estimate. It is the member's responsibility, upon attaining age 62, to apply for the Social Security benefit. A member who chooses the leveling plan may not elect a survivorship option.

When selecting a single life annuity plan, you must designate either one individual or your estate as beneficiary.

Joint and Survivor Plans

Four types of Joint and Survivor Plans are available through TCRS. The age of the member and the age of his or her beneficiary determines the amount received under each option.

Option I - 100% Joint and Survivor: A permanently reduced retirement allowance is payable during the retired member's life, with the provision that it will continue after the member's death for the life of and to, the designated beneficiary. If the beneficiary dies before the member, the monthly allowance remains the same.

Option II - 50% Joint and Survivor: A permanently reduced retirement allowance is payable during the retired member's life, with the provision that it will continue after the member's death at one-half the rate paid for the life of and to, the designated beneficiary. If the beneficiary dies before the member, the monthly allowance will remain the same.

Option III - Modification of Option I: A reduced retirement allowance is payable during the retired member's life, with the provision that it will continue after the member's death for the life of and to, the designated beneficiary. If the designated beneficiary dies before the retiree, the retirement allowance will revert (pop-up) to the maximum amount.

Option IV - Modification of Option II: A reduced retirement allowance is payable during the retired member's life, with the provision that it will continue after the member's death at one-half the rate paid for the life of and to, the designated beneficiary. If the designated beneficiary dies before the retiree, the retirement allowance will revert (pop-up) to the maximum amount.

Note: The State Insurance Plan no longer requires that a retiree select a retirement survivorship option in order for surviving dependents to continue coverage after the retiree's death. This does not eliminate the need to select a survivorship option to protect your family.

For detailed information on the benefit payment plans, please request the TCRS brochure, *Selecting a Payment Plan at Retirement.*

Social Security Leveling Benefit Plan

Sample Calculation

Assumptions	
Member	Age 55
Service	30 years
Social Security Estimated Benefit at Age 62	$ 800
TCRS Monthly Benefit Under Regular Plan	$ 1,968
AFC	$50,000

Examples of SSL Actuarial Factors	
Age 54	.477539
Age 55	.521739
Age 56	.570579
Age 57	.624633
Age 58	.684559
Age 59	.751111
Age 60	.825161
Age 61	.907727

TCRS Benefit Amount		
Estimated Social Security Benefit	$	800
Actuarial Age Factor Based on Age at Retirement	x	.521739
Subtotal	$	417
TCRS Regular Monthly Benefit	+	1,968
Benefit Payable up to Age 62	$	2,385
Estimated Social Security Benefit at Age 62	-	800
Benefit Payable After Age 62	$	1,585
Monthly Benefit Amount Before Age 62		
Paid from TCRS	$	2,385
Paid from Social Security	+	0
Total	$	2,385
Monthly Benefit Amount After Age 62		
Paid from TCRS	$	1,585
Paid from Social Security	+	800
Total	$	2,385

Note:

1. This plan is available to any member with Social Security coverage through TCRS who retires prior to age 62.

2. In order for TCRS to figure this benefit, you must provide TCRS with an estimate from the Social Security Administration based on retirement at age 62. The Social Security estimate can not be more than a year older than your date of retirement and must be stamped or signed by the Social Security Administration. The Social Security Leveling Plan does not affect your Social Security benefit.

3. In order to start your Social Security benefit, you must file an application with the Social Security Administration. For information on Social Security, call 1-800-772-1213.

Payment Plans

	Regular	Option I	Option II	Option III	Option IV
Percentage of Maximum Benefit	100%	86.38%	92.69%	84.53%	91.62%
Member (age 60)	$1,968	$1,700	$1,824	$1,664	$1,803
Beneficiary (age 60)	$ 0	$1,700	$ 912	$1,664	$ 902

Age of Retiree	Age of Beneficiary	Option I	Option II	Option III	Option IV
50	50	89.49%	94.45%	88.50%	93.90%
50	55	91.61%	95.62%	90.38%	94.95%
50	60	93.56%	96.67%	92.11%	95.90%
55	50	85.26%	92.04%	84.20%	91.42%
55	55	87.98%	93.61%	86.62%	92.83%
55	60	90.64%	95.09%	88.97%	94.16%
55	65	93.08%	96.41%	91.13%	95.36%
60	50	79.70%	88.70%	78.63%	88.03%
60	55	82.96%	90.68%	81.51%	89.82%
60	60	86.38%	92.69%	84.53%	91.62%
60	65	89.74%	94.59%	87.47%	93.32%
62	55	80.47%	89.18%	79.02%	88.28%
62	60	84.18%	91.41%	82.28%	90.28%
62	65	87.93%	93.58%	85.56%	92.22%
65	50	72.58%	84.11%	71.55%	83.42%
65	55	76.16%	86.47%	74.73%	85.54%
65	60	80.21%	89.02%	78.28%	87.82%

Disability Benefits

Introduction

TCRS also provides disability benefits for those members who become disabled prior to meeting the service retirement requirements. There are three types of disability: ordinary, accidental and inactive.

Ordinary Disability Benefits

To qualify for Ordinary Disability benefits (a disability because of medical reasons), you must have at least five years of service, be unable to engage in any gainful employment and you must be approved by the TCRS medical panel. After approval, you are subject to periodic re-evaluations until you attain age 60.

Accidental Disability Benefits

To qualify for Accidental Disability benefits, your disability must be the direct result of an on-the-job injury that renders you unable to engage in any gainful employment. There are no minimum service requirements to apply for accidental disability. The disability must be documented to your last paid day of service; however, you must apply within one year of your last paid date or within two years of the injury. You must be approved by the TCRS medical panel. After approval, you are subject to periodic evaluations until you attain age 60.

Inactive Disability Benefits

If you become disabled after you have terminated your employment, you may apply for a disability benefit, provided you have at least five years of service, you are unable to engage in any gainful employment and you are approved by the TCRS medical panel.

Inactive disability benefits are optional to local governments.

Note: All TCRS disability benefits are integrated with the Board of Claims or Workers' Compensation benefits. The total combined benefits (TCRS and Board of Claims/Workers' Compensation) cannot exceed .7875 percent of the average final compensation.

For more detailed information on disability benefits, please request the TCRS *Group I Disability Retirement Benefits* brochure.

Requirements for Continuation of Medical Insurance after Retirement

Service Requirements to Continue Group Health Coverage

Eligible members must have at least ten years of creditable service to continue insurance coverage. Accumulated unused sick leave may be counted. Military service that did not interrupt employment, service that was previously cashed out and not paid back to TCRS, educational leave, leave of absence or service with a local government agency **cannot** be counted.

You may include employment with the State of Tennessee, a state higher education institution or a participating local education agency to calculate total employment (only creditable service with the State of Tennessee or a higher education institution or a local education agency that participates in the state group health plan will count). Years of service with the state, higher education or local education employers participating in the plan apply to the length of service requirement for continuing coverage at retirement, not necessarily toward premium reduction. Premiums may be calculated to include service with state, higher education and local education employers participating in TCRS. For retirees combining service, on local education service, state premium support is provided on teaching service only.

If you are eligible to combine creditable state service with creditable local education service, you will be classified as a retiree under the plan from which you terminated employment immediately preceding your retirement. For example, if you worked for a participating local education agency for 10 years, then worked for a state agency for 10 years and retire, you will be considered a state retiree with 20 years of service for insurance purposes.

Eligibility Guidelines

- Ten years of creditable service with the state **and** at least three years of continuous insurance coverage in the plan immediately prior to final termination of employment. The date retirement pension benefits commence (effective date of retirement with TCRS) must be on or before the date on which your active state coverage ceased.

  Note: The requirement for immediate commencement of retirement benefits will be waived for employees leaving the plan and becoming insured by a State, Local Education or Local Government agency that participates in the State Group Insurance Program.

- At least 20 or more years of creditable service with the state **and** at least one continuous year of insurance coverage in the plan immediately prior to final termination of employment. The period of time between your final employment termination date and the date retirement pension benefits commence (effective date of retirement with TCRS) may be up to five years.

  Note: The five-year requirement for commencement of retirement benefits will be waived for employees leaving the State Plan and becoming insured by a State, Local Education or Local Government agency that participates in the State Group Insurance Program.

If you are retiring through TCRS, you must be receiving a monthly retirement benefit to continue enrollment in coverage as a retiree. TCRS participants who choose a lump-sum retirement benefit are not eligible to continue insurance at retirement.

Detailed information on the eligibility criteria to continue insurance as a retiree can be found in the State Plan Document. This document is available in the publications section of the Benefits Administration website at www.tn.gov/finance/ins.

Local Government Employee Requirements

Contact your personnel or insurance representative for more information regarding your requirements and costs.

Note: Retirees covered through the state group insurance program will have their premiums deducted from their retirement check.

Insurance premiums are subject to change. Please contact the Benefits Administration office for the premium amounts at the time of your retirement.

TCRS does not provide life insurance coverage after retirement. If a member currently has life insurance and wishes to continue it after retirement, the member will need to contact his or her provider for more information.

Insurance pamphlets are available from your departmental insurance representative.

Medicare Supplement Insurance

Tennessee Plan Medicare Supplement (Medigap)

A Medicare supplement (Medigap) plan is available to retirees and their dependents who are eligible for Medicare. Retirees who do not qualify for Medicare from any source may continue the state group insurance coverage for their lifetime.

TCRS will deduct the Medigap premiums from your monthly benefit. The state pays a portion of the Medigap premium for retired state employees and retired teachers with 15 or more years of service established in TCRS.

Listed below are the amounts the state will pay toward the Medigap premium based on service credit years:

Years of Service	State Pays
30 or more	$ 50.00
20 to 29	37.50
15 to 19	25.00
1 to 14	0

Note: Political subdivisions must pass a resolution to pay a portion of their retirees' Medigap premiums under the same specifications as for state employees and teachers; otherwise, political subdivision retirees are responsible for the total premium.

Please contact Benefits Administration regarding ALL insurance questions. They can be reached at 1-800-253-9981, option 2.

Cost-of-Living Adjustment (COLA)

Eligibility

Current law provides that any Cost-of-Living Adjustment be made on July 1 each year. You must be retired 12 full months prior to the July 1 on which the adjustment is made. This means that your last paid day of service can not be later than June 30 if you wish to receive the COLA for the year following your retirement.

Compounded Cost-of-Living Adjustments are automatic for state employees and teachers. Retired employees of political subdivisions are only eligible for COLAs if the local government has passed a resolution providing COLAs.

Calculation of Cost-of-Living Adjustment

The percentage of the COLA is based on the percentage increase in the Consumer Price Index (CPI) for the previous calendar year. If the CPI increases at least one-half percent, a COLA will be granted. The COLA increase cannot exceed three percent annually.

COLAs are granted on the June 30 benefit. Listed below is a comparison of a simple COLA versus a compounded COLA:

Year of Retirement	Simple 3% COLA	Compound 3% COLA
1st	$ 12,000	$ 12,000
5th	13,400	13,506
10th	15,240	15,657
15th	17,040	18,151
20th	18,840	21,042
25th	20,640	24,394
30th	22,440	28,279

Assumes 3% inflation rate.

Federal Income Tax

Introduction

TCRS is a qualified plan under Section 401(a) of the Internal Revenue Code. Benefit payments received from TCRS are taxed (beginning with your first paycheck) according to the rules which apply to qualified plans. These rules are subject to change by Congress.

How the Taxable Amount is Calculated

TCRS will calculate the taxable amount using the IRS simplified general rule. The simplified general rule provides that the retiree's after-tax contributions be spread out over a set number of payments. Under this rule, the number of monthly benefit payments expected to be received is based on the retiree's age at the date of retirement.

Number of Payments Expected

The table below shows the number of payments expected.

Age of Retiree	Number of Payments
55 and under	360
56 - 60	310
61 - 65	260
66 - 70	210
71 and over	160

Determining the Tax-Free Portion

To determine the tax-free portion of the monthly benefit, the member's contributions are divided by the number of payments listed above. An example follows.

1.	Date of retirement	June 30, 2013
2.	Monthly benefit	$ 1,000.00
3.	Member's after-tax contributions	$12,420.00
4.	Age at retirement	62
5.	Expected number of payments from table	260
6.	Nontaxable portion of monthly benefit (#3 ÷ #5)	$ 47.76
7.	Initial taxable portion of benefit (#2 - #6)	$ 952.24
8.	Date benefit becomes totally taxable	February 28, 2034

On the last working day in January of each year, TCRS mails a form 1099-R to all retirees. The 1099-R will show yearly income from TCRS, the amount of income that is taxable and the amount withheld for income tax purposes.

Return to Service

Temporary Return to Service

Any retired member may return to service after 60 days without loss of retirement benefits for the equivalent of 120 days within a 12-month period. A retired member who receives approval and returns to service before 60 days is also limited to half-time employment. Under certain conditions, a member may work an additional 90 days during the 12 month period as a substitute teacher. If employed as a teacher in an institution of higher education, the member may teach 24 quarter hours or 18 semester hours. Compensation is limited to 63% of final salary indexed by 5% per year. A *Temporary Employment Report* must be completed and filed with the TCRS Benefits section before the employment period begins.

If a disability retiree returns to any employment which results in earnings in excess of the Social Security Administration's definition of gainful employment, the disability benefit will be suspended. As of January 1, 2010, this amount was $1,000 or more per month.

Full-Time or Part-Time Employment After Retirement Exceeding Temporary Return-to-Service Provisions

In general, if a retired member returns to service on a full-time basis in any position covered by the retirement system, his retirement allowance is suspended during reemployment. If the member is employed on a part-time basis, the retirement benefit will only be suspended if the member exceeds the 120-day temporary employment contract. This includes any retiree who has an employment contract with an entity covered by the retirement system. The existence of a written contract does not exclude the retiree from the limitations on reemployment contained in the retirement law if the relationship between the retiree and the entity is that of "employer/employee".

Any retiree who returns to service in a covered position has the option of becoming a member of the TCRS or of making an irrevocable election not to participate; however, regardless of his choice, his retirement benefits will cease while he is reemployed.

A reemployed retiree who elects to again become a member and who completes three or more years of creditable service will have his benefits recomputed on the total number of years of service and the highest average final compensation. If the additional service is less than three years, benefits are computed on the last period of active service and added to the original benefit. If the retiree selected the Social Security Leveling Plan at retirement, the member must repay the supplement received under the leveling plan in order to have the benefit recalculated.

If the reemployed retiree chooses not to participate, his employer will not make contributions on his behalf nor will he receive any additional benefits based on his reemployment.

Benefits do not cease for TCRS retirees who become employed with an employer not covered by TCRS.

Limited Re-Employment of Retired Teachers

Currently, there are a few limited circumstances under which a retired teacher may return to service without loss of benefits. Any qualified person retired from TCRS for one year or longer may accept a one-year untenured appointment as a K-12 grade teacher without loss of retirement benefits provided that the superintendent certifies that no other qualified persons are available to fill the position and that the commissioner of education certifies that the school system serves an area that lacks qualified teachers to serve in that position. Certain minimum and maximum salaries apply. The retiree is not eligible to accrue additional retirement benefits as a result of such employment.

Note: All forms and publications can be found on the TCRS website at treasury.tn.gov/tcrs.

Retirement Checklist

Approximately Twelve Months Prior to Retirement

- ❑ Time your retirement to fit your goals. Following are some items to consider.

  - Your last paid day of service cannot be later than June 30 of any given year in order to qualify for any Cost-of-Living Adjustment (3% maximum) that may be given in July of the year following your retirement.

  - You may want to delay retirement until a longevity payment is received. The amount, the date and the effect of the longevity payment on your TCRS benefit need to be considered. Discuss this with your TCRS retirement counselor.

  - If you are enrolled in a medical expense reimbursement account through a Flexible Benefits Program, consider how your retirement date will affect this account.

- ❑ Begin studying the optional benefit payment plans available from TCRS if you are interested in a benefit plan which provides a monthly income to your beneficiary in the event of your death. Ask TCRS to send you the brochure, *"Selecting a Payment Plan at Retirement"* or find it at treasury.tn.gov/tcrs.

- ❑ Determine the source of medical insurance for your family and verify your post-retirement eligibility.

  - State-sponsored plan (state, teacher or local government)

  - Local government sponsored plan

  - Medicare supplement (if you or a dependent are over age 65)

  - Spouse's employment. If you use this source of coverage, will you be able to continue coverage in the event of your spouse's retirement or death?

- ❑ Consider whether any individual disability coverage will still be needed. Contact your insurance provider to determine if there is an offset provision for other income received.

- ❑ Evaluate your life insurance needs in comparison to your coverage and consider any conversion rights. Contact your life insurance provider for this information.

- ❑ If applicable, establish any additional retirement credit in TCRS, such as refunded service, military service, etc.

- ❑ Evaluate your personal investments to determine if they are still appropriate.

- ❑ Decide when and how to begin drawing income from IRAs, deferred annuities (403b) and/or deferred compensation plans, such as the 401(k) or 457. Contact your banking institution or plan administrator for guidance.

- ❑ Consider status of taxation after retirement and time any taxable income to be received when income levels and tax rates are expected to be lower.

- ❑ Review your estate planning.

  - Update wills, trusts and powers of attorney.

  - Be aware of how your property passes to others under Tennessee law.

- ❑ Consider how emergency expenses will be handled. Make an effort to eliminate any debt and pay off obligations for large purchases.

- ❑ Consider how future large purchases, such as a car, appliances, home renovations, etc., will be financed. Consider making these purchases before retirement.

- ❑ Decide what you are going to do after retirement.

  - Second career

  - Hobbies and leisure activities

  - Volunteer work

  - Part-time work

Approximately Six Months Prior to Retirement

- ❑ Obtain an estimate of your TCRS benefits. Call 615-741-1971 or write to TCRS.

- ❑ Obtain an estimate of your Social Security benefits, if applicable, by calling 1-800-772-1213.

- ❑ Do a post-retirement budget to determine if your standard of living can be maintained. You also need to determine the income that your beneficiary would have should you die first. Will the beneficiary be able to maintain his or her standard of living?

- ❑ If your 65th birthday will be attained in the year of your TCRS retirement, notify the Social Security Administration of your intent to retire. Find out what you will need to do so that your Medicare coverage will start at the right time.

Approximately Three Months Prior to Retirement

- ❑ Obtain the necessary forms from your employer or from TCRS.

  - Retirement Application
  - Insurance Application (if you and/or your dependent(s) are under 65)
  - Notify your employer of your intention to retire; your personnel office will assist you with the process.

  NOTE: If you will be over 65 when you retire, an application for the Medicare supplement will be mailed to you from Blue Cross after your retirement benefit is processed.

- ❑ File the TCRS retirement application and related forms 60-90 days prior to your last paid day of service.

- ❑ If you meet TCRS retirement eligibility requirements at the time you terminate employment, file for your benefits within 150 days after your last paid day of service to avoid loss of benefits.

- ❑ Decide upon a benefit payment option. Review the TCRS brochure, *"Selecting a Payment Plan at Retirement."*

- ❑ If accrued annual leave (vacation time) is to be paid, you may have a choice of whether to extend it on the payroll or take a lump-sum payment. A lump-sum payment of your annual leave and/or compensatory leave may enable you to begin your TCRS and Social Security benefits sooner than you could if you stayed on the payroll; however, lump-sum payments are not included in your average final compensation for TCRS benefit calculation purposes. Some agencies do not permit retiring employees to choose.

- ❑ If you will be Medicare eligible at retirement (usually age 65), you should apply for Part B of Medicare when the employer-sponsored insurance coverage ends. Only Part A of Medicare is automatic. *Notify the Social Security Administration when you turn age 65.*

- ❑ Apply for your Social Security benefits when you become eligible. To do so, you must file a separate application with the Social Security Administration. Call 1-800-772-1213 for information.

After Retirement

- ❑ Make sure any employment after retirement will not impact your TCRS benefit. If you are considering part-time employment or return to service with an agency or department that is covered by TCRS, contact our office to determine how such employment may affect your TCRS benefit.

- ❑ If you plan to work after retirement, stay informed about the Social Security earnings limits and the benefit offset that occurs after exceeding those limits.

- ❑ Notify TCRS in writing of any address change. Important correspondence, such as the 1099-R form to be filed with your income tax and Cost-of-Living Adjustment information, will be mailed to your home.

- ❑ If you qualified for exemption from the direct deposit program when you filed your application for retirement, you may change to this program after retirement. By using direct deposit, you will have access to your money one to three days earlier each month than those whose checks are mailed directly to their home. You will also have the security and peace of mind of knowing that your check is automatically deposited into your account each month. To obtain a direct deposit application, contact TCRS at 1-800-770-8277 Ext. 3 or 615-253-6781 or print it from www.tn.gov/treasury/tcrs/PDFs/tr0265.pdf.

Additional Assistance

Members may address correspondence to the appropriate section of the retirement system at the address below. Please include your Social Security number on all correspondence.

Tennessee Consolidated Retirement System
502 Deaderick Street ♦ 15th Floor, Andrew Jackson Building
Nashville, Tennessee 37243
Internet Site: treasury.tn.gov/tcrs

TCRS Directory

Counseling Services Division 615-741-1971
- Benefit Estimates — E-mail: ..... TCRS.Counseling@tn.gov
- Pre-Retirement Planning
- Change of Beneficiary
- Disability Retirement 615-253-8693

Member Services Division 615-741-4868
- Retirement Application Status — E-mail: ..... TCRS.Member-Services@tn.gov
- Prior Service (military, refunded, out-of-state, educational leave)

Financial Services Division 615-253-6781
- Annual Statements — E-mail: ..... TCRS.Financial@tn.gov
- Retired Payroll (change of address, taxes, direct-deposit)
- Refunds (account balances, refund information)

TCRS Toll-Free 1-800-770-8277

Additional Numbers for Other Important Information

Department of Benefits Administration (retiree insurance, option 2) 1-800-253-9981
(In Nashville) 615-741-3590
E-mail: ..... Retirement.Insurance@tn.gov

Social Security Administration 1-800-772-1213
Blue Cross State Group Insurance 1-800-558-6213
Medigap Insurance (Medicare supplement) 1-800-221-7828
Life Insurance information through Provident 1-800-635-5597
Life Insurance information through Fort Dearborn 1-800-621-3251
Deferred Compensation through Great-West/Retirement Services 1-800-922-7772
(In Nashville) 615-244-1030

Internal Revenue Service 1-800-829-1040

Definition of Retirement Terms

Average Final Compensation (AFC) — The average of the member's five consecutive years of creditable service for which the member received the highest salaries.

Benefit Improvement Percentage (BIP) — The General Assembly and the TCRS Board of Trustees authorized a five percent base benefit improvement for all Group I teachers and state employees effective January 1, 1994. This improvement is available to political subdivision employees if it has been authorized by the political subdivisions.

Creditable Service — Membership service under the retirement system for which contributions are made by the member or are assumed by the employer on behalf of the employee ***and*** any other periods of service credited to the member by the retirement system.

Early Retirement — A reduced benefit payable to a member who retires prior to attaining the requirements for a full service benefit.

Indexing — Increases by 3.6% the salaries earned from July 1, 1981 to June 30, 1991, which are used in computing the member's average final compensation. Salaries since July 1, 1991 are also increased by 3.6%, provided the member was employed on the date the noncontributory provision was effective for his or her employer. Indexing applies ***only*** to salaries earned while the employee is covered by the noncontributory provisions of the retirement system. Indexing applies to state employees, higher education employees and employees of political subdivisions who have authorized noncontributory provisions and who were in service with the employer when noncontributory retirement was adopted. Local governments may or may not extend indexing beyond June 30, 1991.

Optional Payment Plans — Plans available to a retiree that provide continuing monthly benefits to be payable to the designated beneficiary upon the death of the retiree.

Political Subdivisions — City or county governments which have elected to participate in the retirement system.

Service Retirement — An unreduced benefit payable to a member who has met the requirements for retirement.

Social Security Integration Level (SSIL) — Average of the Social Security wage bases. It allows TCRS to provide a slightly higher benefit rate on a portion of the AFC.

Vested Member – A member who has accrued enough service to guarantee him a retirement benefit once the age requirements are met. Group I members attain vesting rights with five years of service. Group I members of a political subdivision attain vesting rights with 10 years of service unless the governing body passes a resolution authorizing five-year vesting.

Withholding – TCRS must follow IRS rules for withholding taxes from benefit payments. The withholding will be calculated as married with three exemptions unless the member or the beneficiary files a W-4P withholding form with TCRS. TCRS will send a 1099-R form each year with the January 31 check which will show the total amount of the TCRS benefit, the taxable amount and the amount of income tax withheld.

Schedule of Group I Estimated Monthly Benefits for 2013

Based on Retirement At Age 60 or After 30 Years of Service
Social Security Integration Level: $64,800
Includes 5% Benefit Improvement

Average Salary	5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.	30 Yrs.	35 Yrs.
$15,000	$ 98	$ 197	$ 295	$394	$492	$591	$689
16,000	105	210	315	420	525	630	735
17,000	112	223	335	446	558	669	781
18,000	118	236	354	473	591	709	827
19,000	125	249	374	499	623	748	873
20,000	131	263	394	525	656	788	919
21,000	138	276	413	551	689	827	965
22,000	144	289	433	578	722	866	1,011
23,000	151	302	453	604	755	906	1,057
24,000	158	315	473	630	788	945	1,103
25,000	164	328	492	656	820	984	1,148
26,000	171	341	512	683	853	1,024	1,194
27,000	177	354	532	709	886	1,063	1,240
28,000	184	368	551	735	919	1,103	1,286
29,000	190	381	571	761	952	1,142	1,332
30,000	197	394	591	788	984	1,181	1,378
31,000	203	407	610	814	1,017	1,221	1,424
32,000	210	420	630	840	1,050	1,260	1,470
33,000	217	433	650	866	1,083	1,299	1,516
34,000	223	446	669	893	1,116	1,339	1,562
35,000	230	459	689	919	1,148	1,378	1,608
36,000	236	473	709	945	1,181	1,418	1,654
37,000	243	486	728	971	1,214	1,457	1,700
38,000	249	499	748	998	1,247	1,496	1,746
39,000	256	512	768	1,024	1,280	1,536	1,792
40,000	263	525	788	1,050	1,313	1,575	1,838
41,000	269	538	807	1,076	1,345	1,614	1,883
42,000	276	551	827	1,103	1,378	1,654	1,929
43,000	282	564	847	1,129	1,411	1,693	1,975
44,000	289	578	866	1,155	1,444	1,733	2,021
45,000	295	591	886	1,181	1,477	1,772	2,067
46,000	302	604	906	1,208	1,509	1,811	2,113
47,000	308	617	925	1,234	1,542	1,851	2,159
48,000	315	630	945	1,260	1,575	1,890	2,205
49,000	322	643	965	1,286	1,608	1,929	2,251
50,000	328	656	984	1,313	1,641	1,969	2,297
55,000	361	722	1,083	1,444	1,805	2,166	2,527
60,000	394	788	1,181	1,575	1,969	2,363	2,756
65,000	427	854	1,280	1,707	2,134	2,561	2,987
70,000	465	930	1,395	1,860	2,325	2,790	3,255
75,000	503	1,007	1,510	2,013	2,517	3,020	3,523
80,000	542	1,083	1,625	2,167	2,708	3,250	3,791
85,000	580	1,160	1,740	2,320	2,900	3,479	4,059
90,000	618	1,236	1,855	2,473	3,091	3,709	4,327
95,000	656	1,313	1,969	2,626	3,282	3,939	4,595
100,000	695	1,390	2,084	2,779	3,474	4,169	4,863

Schedule of Group I Estimated Monthly Benefits for 2013

Based on Retirement at Age 60 or After 30 Years of Service

Social Security Integration Level: $64,800

Does Not Include 5% Benefit Improvement

Average Salary	5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.	30 Yrs.	35 Yrs.
$ 15,000	$ 94	$ 188	$ 281	$ 375	$ 469	$ 563	$ 656
16,000	100	200	300	400	500	600	700
17,000	106	213	319	425	531	638	744
18,000	113	225	338	450	563	675	788
19,000	119	238	356	475	594	713	831
20,000	125	250	375	500	625	750	875
21,000	131	263	394	525	656	788	919
22,000	138	275	413	550	688	825	963
23,000	144	288	431	575	719	863	1,006
24,000	150	300	450	600	750	900	1,050
25,000	156	313	469	625	781	938	1,094
26,000	163	325	488	650	813	975	1,138
27,000	169	338	506	675	844	1,013	1,181
28,000	175	350	525	700	875	1,050	1,225
29,000	181	363	544	725	906	1,088	1,269
30,000	188	375	563	750	938	1,125	1,313
31,000	194	388	581	775	969	1,163	1,356
32,000	200	400	600	800	1,000	1,200	1,400
33,000	206	413	619	825	1,031	1,238	1,444
34,000	213	425	638	850	1,063	1,275	1,488
35,000	219	438	656	875	1,094	1,313	1,531
36,000	225	450	675	900	1,125	1,350	1,575
37,000	231	463	694	925	1,156	1,388	1,619
38,000	238	475	713	950	1,188	1,425	1,663
39,000	244	488	731	975	1,219	1,463	1,706
40,000	250	500	750	1,000	1,250	1,500	1,750
41,000	256	513	769	1,025	1,281	1,538	1,794
42,000	263	525	788	1,050	1,313	1,575	1,838
43,000	269	538	806	1,075	1,344	1,613	1,881
44,000	275	550	825	1,100	1,375	1,650	1,925
45,000	281	563	844	1,125	1,406	1,688	1,969
46,000	288	575	863	1,150	1,438	1,725	2,013
47,000	294	588	881	1,175	1,469	1,763	2,056
48,000	300	600	900	1,200	1,500	1,800	2,100
49,000	306	613	919	1,225	1,531	1,838	2,144
50,000	313	625	938	1,250	1,563	1,875	2,188
55,000	344	688	1,031	1,375	1,719	2,063	2,406
60,000	375	750	1,125	1,500	1,875	2,250	2,625
65,000	406	813	1,219	1,626	2,032	2,439	2,845
70,000	443	886	1,329	1,772	2,215	2,658	3,100
75,000	479	959	1,438	1,918	2,397	2,876	3,356
80,000	516	1,032	1,548	2,063	2,579	3,095	3,611
85,000	552	1,105	1,657	2,209	2,761	3,314	3,866
90,000	589	1,178	1,766	2,355	2,944	3,533	4,121
95,000	625	1,250	1,876	2,501	3,126	3,751	4,376
100,000	662	1,323	1,985	2,647	3,308	3,970	4,632

2013 Group I Schedule

Estimated Monthly Benefits at Age 55
Social Security Integration Level: $64,800
Includes 5% Benefit Improvement

Average Salary	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.
$15,000	$ 150	$ 224	$ 299	$ 374
16,000	160	239	319	399
17,000	170	254	339	424
18,000	180	269	359	449
19,000	190	284	379	474
20,000	200	299	399	499
21,000	209	314	419	524
22,000	219	329	439	549
23,000	229	344	459	574
24,000	239	359	479	599
25,000	249	374	499	623
26,000	259	389	519	648
27,000	269	404	539	673
28,000	279	419	559	698
29,000	289	434	579	723
30,000	299	449	599	748
31,000	309	464	618	773
32,000	319	479	638	798
33,000	329	494	658	823
34,000	339	509	678	848
35,000	349	524	698	873
36,000	359	539	718	898
37,000	369	554	738	923
38,000	379	569	758	948
39,000	389	584	778	973
40,000	399	599	798	998
41,000	409	613	818	1,022
42,000	419	628	838	1,047
43,000	429	643	858	1,072
44,000	439	658	878	1,097
45,000	449	673	898	1,122
46,000	459	688	918	1,147
47,000	469	703	938	1,172
48,000	479	718	958	1,197
49,000	489	733	978	1,222
50,000	499	748	998	1,247
55,000	549	823	1,097	1,372
60,000	599	898	1,197	1,496
65,000	649	973	1,297	1,622
70,000	707	1,060	1,414	1,767
75,000	765	1,148	1,530	1,913
80,000	823	1,235	1,647	2,058
85,000	881	1,322	1,763	2,204
90,000	940	1,409	1,879	2,349
95,000	998	1,497	1,996	2,495
100,000	1,056	1,584	2,112	2,640

2013 Group I Schedule

Estimated Monthly Benefits at Age 55
Social Security Integration Level: $64,800
Does Not Include 5% Benefit Improvement

Average Salary	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.
$15,000	$ 143	$ 214	$ 285	$ 356
16,000	152	228	304	380
17,000	162	242	323	404
18,000	171	257	342	428
19,000	181	271	361	451
20,000	190	285	380	475
21,000	200	299	399	499
22,000	209	314	418	523
23,000	219	328	437	546
24,000	228	342	456	570
25,000	238	356	475	594
26,000	247	371	494	618
27,000	257	385	513	641
28,000	266	399	532	665
29,000	276	413	551	689
30,000	285	428	570	713
31,000	295	442	589	736
32,000	304	456	608	760
33,000	314	470	627	784
34,000	323	485	646	808
35,000	333	499	665	831
36,000	342	513	684	855
37,000	352	527	703	879
38,000	361	542	722	903
39,000	371	556	741	926
40,000	380	570	760	950
41,000	390	584	779	974
42,000	399	599	798	998
43,000	409	613	817	1,021
44,000	418	627	836	1,045
45,000	428	641	855	1,069
46,000	437	656	874	1,093
47,000	447	670	893	1,116
48,000	456	684	912	1,140
49,000	466	698	931	1,164
50,000	475	713	950	1,188
55,000	523	784	1,045	1,306
60,000	570	855	1,140	1,425
65,000	618	927	1,236	1,545
70,000	673	1,010	1,346	1,683
75,000	729	1,093	1,457	1,822
80,000	784	1,176	1,568	1,960
85,000	839	1,259	1,679	2,099
90,000	895	1,342	1,790	2,237
95,000	950	1,425	1,901	2,376
100,000	1,006	1,509	2,011	2,514

Driving Directions and Map

Location

TCRS Offices are located on the 15th Floor of the Andrew Jackson Building, 502 Deaderick Street. Charlotte Avenue, 5th Avenue and Deaderick Street surround the Andrew Jackson Building. The Andrew Jackson Building is across the street from the Tennessee Performing Arts Center (TPAC).

Parking

Parking options include pay parking lots and parking meters on several area streets. You may not use the parking meters before 8:30 a.m. or after 4:00 p.m. Your car will be towed. In addition, the meters are limited to one hour.

- Surface parking is available on 5th Avenue across from the Andrew Jackson Building. The lot is between Deaderick Street and St. Mary's Catholic Church. (This location is the most convenient, but it is generally the most expensive.)
- Public Square Garage parking is available on Charlotte Avenue at the corner of 3rd Avenue and Charlotte Avenue.
- Surface parking is available on 3rd Avenue in front of the Davidson County Court House.
- Surface parking is available on 6th Avenue between Union Street and Church Street.
- Music City Central - next to Municipal Auditorium and is bordered by 4th and 5th Avenue North on Charlotte Avenue.

Driving Directions

From the West

- Proceed on Interstate 40 East to Nashville.
- At the 65N and 40E split, bear to the right, continuing on 40E. (Do not take Charlotte Pike exit 201 from I-40.)
- Proceed on to the downtown Nashville area. Take exit 209 (the first exit after the split) and turn left onto Charlotte Avenue.
- Continue on Charlotte Avenue. You will pass the State Capitol on your left and the Andrew Jackson Building on your right.

From the South

- Proceed on Interstate 65 North to Nashville.
- At the 65N and 40E split, bear to the left, continuing on 65N.
- Take exit 209, Church Street/Charlotte Avenue (Do not use 209A or 209B.) and go straight, through the Church Street intersection.
- At next intersection, turn right onto Charlotte Avenue.
- Continue on Charlotte Avenue. You will pass the State Capitol on your left and the Andrew Jackson Building on your right.

From Knoxville or Lebanon

- Proceed on Interstate 40 West to Nashville.
- Two miles after Briley Parkway, take the right fork in the interstate toward Nashville, continuing on I-40 West/I-24 West.
- Two miles after merging with I-24 West, take I-24 West/I-65 North (right fork Exit 211) toward Clarksville and Louisville.
- After approximately 1.5 miles, take exit 48, James Robertson Parkway/State Capitol.
- Cross the river on the Victory Memorial Bridge and turn left at the 2nd light onto 3rd Avenue.
- Proceed one block and turn right on Deaderick Street.
- Proceed two blocks. The Andrew Jackson Building is on the Northwest corner of 5th Avenue and Deaderick Street.
- Turn right on 5th Avenue.

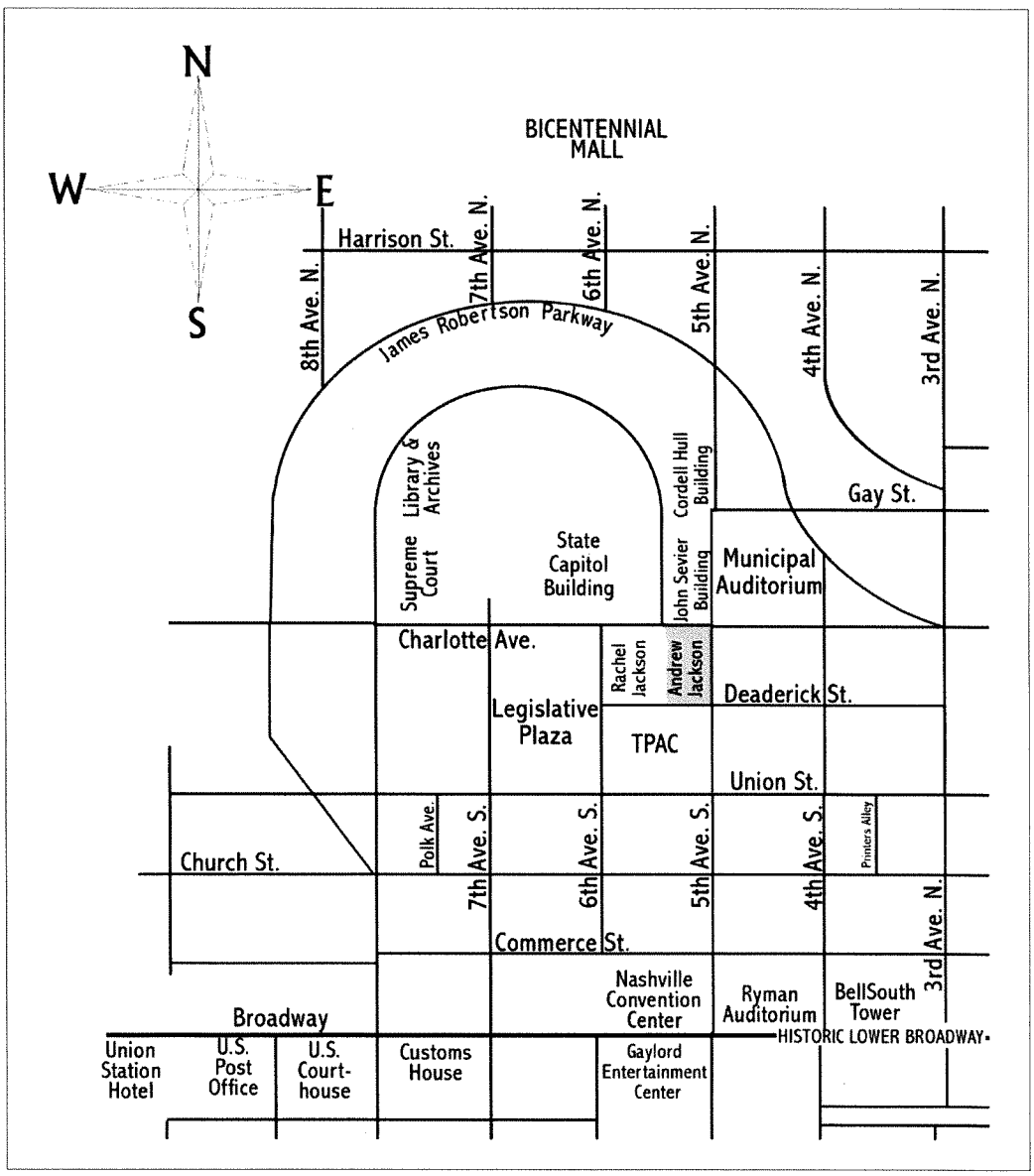
From Chattanooga or Murfreesboro

- Proceed on Interstate 24 West.
- Two miles after merging with I-40 West, take I-24 West/I-65 North (right fork Exit 211) toward Clarksville and Louisville.
- After approximately 1.5 miles, take exit 48, James Robertson Parkway/State Capitol.
- Cross the river on the Victory Memorial Bridge and turn left at the 2nd light onto 3rd Avenue.
- Proceed one block and turn right on Deaderick Street.
- Proceed two blocks. The Andrew Jackson Building is on the Northwest corner of 5th Avenue and Deaderick Street.
- Turn right on 5th Avenue

From the North

- Proceed on Interstate 24 East.
- At the I-65/I-24 merge, take exit 86 to continue on I-24 East.
- Take exit 48 and turn right onto James Robertson Parkway.
- Cross the river on the Victory Memorial Bridge and turn left at the 2nd light onto 3rd Avenue.
- Proceed one block and turn right on Deaderick Street.
- Proceed two blocks. The Andrew Jackson Building is on the Northwest corner of 5th Avenue and Deaderick Street.
- Turn right on 5th Avenue.

Map



Active Member Change of Beneficiary

Tennessee Consolidated Retirement System
A Program of the State of Tennessee Treasury Department
502 Deaderick Street
Nashville, Tennessee 37243-0201
1-800-770-8277 ◆ treasury.tn.gov/tcrs

Please complete this form if you are currently an active member and would like to change your beneficiary on file with the Tennessee Consolidated Retirement System ("TCRS"). Confirmation of your change of beneficiary will be mailed to the address you provide.

SECTION 1. MEMBER INFORMATION

Member ID	Last 4 SSN XXX-XX-	Date of Birth
Full Name		
Mailing Address		
City	State	Zip Code
Email		Phone Number

The laws governing TCRS provide that you may designate more than one person as your beneficiary. For TCRS purposes, the term "person" means any individual, firm, organization, partnership, association, corporation, estate or trust. **Estates, multiple beneficiaries and institutions are eligible for lump-sum distributions only. If you list two or more persons, you have named multiple beneficiaries and they may share equally in any lump-sum payment. If you have never made contributions to TCRS, no lump-sum payment will be made and your spouse may be the only person eligible for any type death benefit.** If you name your spouse as beneficiary, he/she may be entitled to monthly benefits should you die in service. Secondary or contingent beneficiaries are not permitted Contact TCRS if you have any questions.

If available, I elect Option 1 for my beneficiary in the event of my death. I, the member, revoke any previous beneficiary nominations and direct that the above designation supersede any previously filed; provided, however, in the event I named my spouse and another person or persons as beneficiary herein and no death benefit is payable as a result thereof, I direct TCRS to revoke such designation and substitute my spouse instead as sole beneficiary.

SECTION 2. BENEFICIARY INFORMATION *(If additional space is needed, please attach a separate sheet.)*

Individual 1:	
Full Name	
Date of Birth	SSN
Relationship to TCRS Member	Gender ❑ Male ❑ Female
Individual 2:	
Full Name	
Date of Birth	SSN
Relationship to TCRS Member	Gender ❑ Male ❑ Female

SECTION 2. BENEFICIARY INFORMATION *(continues)*

Individual 3:

Full Name

Date of Birth | SSN

Relationship to TCRS Member | Gender ❑ Male ❑ Female

Individual 4:

Full Name

Date of Birth | SSN

Relationship to TCRS Member | Gender ❑ Male ❑ Female

Individual 5:

Full Name

Date of Birth | SSN

Relationship to TCRS Member | Gender ❑ Male ❑ Female

Individual 6:

Full Name

Date of Birth | SSN

Relationship to TCRS Member | Gender ❑ Male ❑ Female

Institution or Estate 1 (If you name a trust, please attach a copy of the Trust Document):

Name | SSN or Tax ID

Address

City | State | Zip Code

Institution or Estate 2 (If you name a trust, please attach a copy of the Trust Document):

Name | SSN or Tax ID

Address

City | State | Zip Code

Institution or Estate 3 (If you name a trust, please attach a copy of the Trust Document):

Name | SSN or Tax ID

Address

City | State | Zip Code

Member's Signature | Date

Benefit Estimate Request

Tennessee Consolidated Retirement System
A Program of the State of Tennessee Treasury Department
502 Deaderick Street
Nashville, Tennessee 37243-0201
1-800-770-8277 ◆ treasury.tn.gov/tcrs

If you are a member of the Tennessee Consolidated Retirement System and are considering retirement within the next three years, you may obtain an estimate of your benefit by providing the following information:

Type of Benefit *(select one)*: ❑ Service Retirement ❑ Early Retirement ❑ Disability Retirement

SECTION 1. MEMBER INFORMATION

Member ID	Last 4 SSN XXX-XX-	Date of Birth
Full Name		Estimated Date of Retirement
Mailing Address		Last Paid Date of Service
City	State	Zip Code
Email		Phone Number

SECTION 2. BENEFICIARY INFORMATION *(required for survivor options)*

Full Name		
Mailing Address		
City	State	Zip Code
Email		
Date of Birth		SSN
Relationship to TCRS Member		Gender ❑ Male ❑ Female

Note: This form cannot be used to change the beneficiary you have on file with TCRS.

SECTION 3. RETIREMENT INFORMATION

Current Annual Salary $	Unused Sick Leave:	Days Hours
Months Worked Per Year ❑ 10 ❑ 11 ❑ 12		Years of Service
For a Social Security leveling estimate, please enter an estimated Social Security benefit amount at age 62	$	
Signature		Date

This pamphlet is intended to provide general information only and does not supersede nor restrict procedures or authority established pursuant to state statute. If there are differences between this pamphlet and the law, the law will prevail. Reference: *TCA*, Title 8, Chapters 34-37.

The Tennessee Department of Treasury operates all programs and activities free from discrimination on the basis of sex, race or any other classification protected by federal or Tennessee state law. Individuals with disabilities who may require an alternative communication format for this or other Treasury Department publications, should contact the Treasury ADA coordinator at 615-741-2956.

Treasury Department; Nov. 2014;
Authorization #309217; 500 copies
This document was promulgated
at a cost of $2.13 each.

Hearing FAQs: Employee

What is a hearing?

A hearing is conducted to gather facts and information, and to apply discipline, if necessary. Hearings are typically conducted in Human Resources.

Who will be in attendance?

Hearings usually include employee's Department Director, Assistant Director, Supervisor (if applicable), HR Director, HR representatives. Sometimes, the Assistant City Administrator may attend.

Will it be recorded?

Yes, the hearing is recorded and transcribed. It is important not to talk over others and verbally answer questions. For example, respond with a verbal "yes" or "no" instead of shaking or nodding your head.

What should I expect?

Once you enter the room, the HR director or their representative will explain the process. Everyone in the room will be asked to state their name and title for the recording. Your Director or Supervisor will ask questions. Once questions are complete, you will be given the opportunity to call your witnesses. You will also get an opportunity to state anything of relevance.

What will be discussed?

The issues discussed should relate to the hearing notice.

Can I have witnesses?

You may ask witnesses to speak on your behalf.

Can I have an attorney attend?

You may have an attorney outside of the room. They cannot be in the hearing.

Who issues discipline?

The Director issues the discipline All discipline must be approved by HR Director, City Administrator.

Can I appeal?

You have five City business days to appeal the discipline to the Human Resources Director.

Approved 12.20.18

Hearing FAQs: Witness

Do I have to attend?

Yes, if you are asked by an employee or the City to be a witness, you must attend the hearing.

What do I wear?

Wear whatever you would wear on a normal work day. You do not need to dress up. We understand you are working.

Should I tell my supervisor?

HR will notify your supervisor or anyone who needs to know for scheduling reasons.

Who will be asking me questions?

The employee who called you as a witness will be asking you questions. Others in the room may ask clarification questions.

What should I say?

Listen to the question and answer to the best of your knowledge. Just tell the truth.

Where is the hearing held?

Typically, hearings are held in Human Resources.

When should I be available?

Human Resources will notify you of the date and time of the hearing. You are expected to be on call for time scheduled. We will contact you when you are needed.

Who will be in the room?

Typically, the Human Resources Director, the employee in the hearing, the Department Director, the employee's supervisor(s) and other HR representatives as needed.

How long will I be in there?

It will depend on the number of questions you are asked.

I don't want to say anything bad about my co-workers, what do I do?

We completely understand not wanting to say anything bad. However, you must be truthful.

Will the hearing be recorded?

Hearings are recorded, and then transcribed. You will be asked to state your name and your position once you enter the room and sit down. Speak clearly and do not speak over others in the room.

Who can I talk to about specific questions?

Please feel free to reach out to Human Resources.

Should I get a lawyer?

As a witness, you should not need a lawyer. With that said, we cannot stop you from engaging with one.

How will you protect me?

The City has a policy regarding retaliation that we take very seriously. If you feel you are being retaliated against, you must inform your supervisor, Department Director or Human Resources.

Can I discuss with other employees?

While we would advise it might be best not to discuss with coworkers, we do not prohibit it.

Approved 12.20.18

HUMAN RESOURCES DEPARTMENT

Kevin G. Townsel, J.D.
Director

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

APPEAL HEARING FAQs

Where will the appeal hearing be conducted?
Typically, appeal hearings are conducted in the Boardroom.

Who will be in attendance?
Appeal hearings generally include the Department Director, the Assistant City Administrator, supervisors, the City Attorney, the employee appealing and their representation (if any), a Court reporter, and a Judge. It is an open meeting, so citizens and other employees may be in attendance.

Will it be recorded?
A Court Reporter will be present to transcribe the proceedings. Speak clearly. Do not speak over others in the room. You will be sworn in by the Court Reporter.

What should I expect?
You or your representation will have the opportunity to make an opening statement, as will the City Attorney. You will be allowed to call and question witnesses. The City will also be allowed to call and question witnesses. You will be able to question the City's witnesses. You will also be questioned by the City Attorney.

Can I have witnesses?
You may ask witnesses to speak on your behalf. You should notify HR three (3) days prior to the hearing who you would like to be present, so they can schedule their time with their supervisor. If a witness is scheduled off, the City will not compel them to attend, so the sooner you know who you want to call the better.

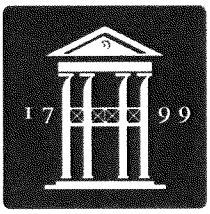
Can I have an attorney attend?
Yes. In the absence of an attorney, an HR representative is available to sit with your during the hearing. The HR representative cannot give you legal advice but can discuss the process with you during the hearing.

Can the Judge's decision be worse than the City's discipline?
The Judge will either uphold the City's discipline or suggest an alternative discipline. A Judge can give additional discipline if the Judge feels it is warranted.

Can I appeal?
There is no further appeal or City process.

HUMAN RESOURCES DEPARTMENT

Kevin G. Townsel, J.D.
Director



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

Appeal Hearing FAQs: Witness

Do I have to attend?
Yes, if you are asked by an employee or the City to be a witness, you must attend the hearing.

What do I wear?
Wear whatever you have on for the day. You do not need to dress up. We understand you are working.

Should I tell my supervisor?
HR will notify your supervisor or anyone who needs to know for scheduling reasons.

Who will be asking me questions?
The employee (or their representation) or the City Attorney may ask questions.

What should I say?
You will be asked to state your name and title. You will then be asked questions. Answer the questions honestly and to the best of your ability. During an appeal hearing, you will be sworn in.

Where is the hearing held?
Typically, appeal hearings are held in the Boardroom.

When should I be available?
Human Resources will notify you of the date of the hearing. You are expected to be on call for time scheduled. We will contact you when you are needed.

Who will be in the room?
Appeal hearings include Department Director, City Attorney, a Court reporter, the employee appealing and their representation, and a Judge. It is an open event, so citizens and other employees may be in attendance.

How long will I be in there?
It will depend on the number of questions you are asked.

I don't want to say anything bad about _____, what do I do?
We completely understand not wanting to say anything bad. However, you aren't being a tattle tale. You are just being asked to be truthful.

Will it be recorded?
A Court Reporter will be present to transcribe the proceedings. Speak clearly. Do not speak over others in the room.

Who can I talk to about specific questions?
Please feel free to reach out to Human Resources.

Should I get a lawyer?

As a witness, you should not need a lawyer. We cannot stop you from engaging with one.

How will you protect me?

The City has a policy regarding retaliation that we take very seriously. If you feel you are being retaliated against, you must inform your supervisor, Department Director or Human Resources.

Can I discuss with other employees?

While we would advise it might be best not to discuss with coworkers, we do not prohibit it.

HISTORIC
FRANKLIN
TENNESSEE

PAYROLL PROCEDURES

Law Dept. approved 06.13.19

Table of Contents

Introduction 4
Article I - Payroll Processing 5
Section A. Timeframe 5
Section B. Employee Responsibility 5
Section C. Supervisor Responsibility 5
Section D. Payroll Corrections 6
Article II - Pay Codes 6
Section A. Purpose 6
Section B. Requesting and/or Reporting Leave 6
Section C. Common Pay Codes as Listed On Paystub 6
Regular Wages 6
Overtime 6
Vacation 6
Sick 6
Holiday 7
Personal Days 7
Bereavement 7
Military 7
Shift and Shift Overtime 8
On Call 8
Jury Duty 8
Longevity 8
Holiday Gift 8
Section D. School Patrol 8
Section E. Time Considerations: Travel Time and Inclement Weather 8
Article III – Payroll Taxes 9
Article IV – Deductions Processed Via Payroll 9
Section A. Mandatory Deductions 9
Section B. Voluntary Deductions 10
Section C. Additional Deduction Information 10
Article V – Benefits Processed Via Payroll 10
Article VI – Annual Wage Adjustments 10

Law Dept. approved 06.13.19

Section A. Policy 10
Section B. Adjustment Guidelines 11
Article VII – GreenEmployee Instructions 11
Section A. How to Create a Green Employee Account 11
Section B. How to Change Your Direct Deposit Information 11
Section C. How to Change Your W-4 Information 11
Section D. How to Print Your W-2 12
Article VIII – W-2 12
Section A. Purpose 12
Section B. Timeframe 12
Section C. How to Interpret Your W-2 12
Article IX – Payroll Records and Reports 15
Section A. Payroll Records 15
Section B. Reporting Requirements 15
Article X – Definitions 15
Addendum A – Active Pay Codes 18
Addendum B – Active Deduction Codes 20
Addendum C – Active Benefit Codes 22

Introduction

It is the responsibility of the City of Franklin (hereinafter referred to as the City) Finance Department to pay employees for time worked in an accurate and timely manner, in accordance with applicable laws, and to maintain the required supporting documents and records.

Employees have a duty to comply with the City guidelines with respect to time and attendance. Supervisors have a duty to be familiar with these same guidelines as well as the basic provisions of the Federal Fair Labor Standards Act (FLSA) covering time reporting and record keeping.

Article I - Payroll Processing

Section A. Timeframe

The City processes payroll on a bi-weekly basis. Members of the Board of Mayor and Alderman (BOMA), Franklin Municipal Planning Commission (PC), Franklin Board of Zoning Appeals (BOZA), and the City judge are paid monthly on the first payroll of each month.

Pay periods are two weeks in duration. Each workweek starts on Sunday and ends on Saturday.

Direct deposit is mandatory for all employees, and net wages owed will be deposited into employees' bank account(s) (on record in Finance) on the pay dates set forth by the City. Generally, this will be the Friday following the end of a pay periods; however, City holidays may necessitate a pay date change. These dates will be communicated at the start of a calendar year, and reminders will be sent.

Employees will be able to view their paystub via an online portal (currently GreenEmployee) on the day before the pay date. Employees will be notified by email when paystubs are available for viewing.

All changes to employee records must be made prior to the time approval deadline for the pay period in which the changes are to be effective. This deadline applies to any of the following: direct deposit changes, Form W-4 changes, benefit and deduction changes, pay rate changes, and employee time record changes. Changes made after the approval deadline will not be processed until the following pay date.

Example of pay period timeframe:
Pay Period: Sunday, January 13, 2019 to Saturday, January 26, 2019
Approved By: 10 AM on Monday, January 28, 2019
Paystub Available: Thursday, January 31, 2019
Pay Date: Friday, February 1, 2019

Section B. Employee Responsibility

Salaried employees must submit a leave request if they are off for a full day or longer. In addition to requesting time off in the timekeeping system (currently Kronos), hourly employees must clock in and out during their workday. Exceptions to the use of the timekeeping system as the method of time reporting are school crossing guards, monthly paid committee members (PC, BOZA), elected officials (BOMA), and the City judge.

At the end of the pay period, hourly employees must review their time record and sign off on their timecard. By signing off on the timecard, the employee is verifying its accuracy. Sign offs are due promptly, allowing for a review by the payroll supervisor.

Section C. Approval Deadlines

Generally, the time approval deadline is 10 AM on the Monday following the end of the pay period; however, City holidays may necessitate a deadline change. These deadlines will be communicated at the start of the calendar year, and reminders will be sent.

Section D. Payroll Corrections

Employees finding an error on their paystub or supervisors finding an issue with employee timecards must report the error to the Finance Department's payroll personnel immediately. Any necessary corrections will be made on the following payroll. Only the City Administrator has the authority to approve pay to be processed outside the normal pay cycle.

Article II - Pay Codes

Section A. Purpose

Reporting time using the proper pay code is very important as pay codes are tied to pay rates and accrual balances. Reporting time under the wrong pay code may result in the employee being paid incorrectly. It is the responsibility of both the employee and the payroll supervisor to ensure the correct pay codes are being submitted to payroll on an employee's time record.

Pay codes are also used for budgeting and reporting purposes. Proper use of pay codes helps the City in determining staffing needs and budgeting needs for the current fiscal year as well as future fiscal years.

For a complete listing of the active pay codes used by the City, please see Addendum A.

Section B. Requesting and/or Reporting Leave

Leave is requested/reported via the City's timekeeping system (currently Kronos).

Please refer to the Human Resources Manual for information on leave policies.

Section C. Common Pay Codes as Listed on Paystub

Regular Wages

Hours worked, paid at straight rate (as listed on most recent Personnel Order)

Overtime

Hours worked more than standard workweek hours, paid at one and one-half (1 ½) times the straight rate). Standard workweek hours for full-time employees is 40 hours. For Fire personnel on shift, overtime is paid after 212 hours are worked in the 28-day cycle.

Vacation

Leave paid at straight rate. Unused vacation hours are eligible to be paid when separating service from the City, regardless of reason for separation. Exempt employees are not required to use less than full working day except where FMLA is applicable.

Please see Human Resources Manual for vacation leave accrual schedules.

Sick

Leave paid at straight rate. Unused sick hours are not eligible to be paid when separating service except for qualified retiring employees. Retiring employees may be paid for unused sick leave up

to the maximum payout amount (currently 120 days). Exempt employees are not required to use less than full working day except where FMLA is applicable.

Please see Human Resources Manual for sick leave accrual schedules.

Holiday

Hours paid at straight rate. Holiday hours are considered time worked (and therefore will factor into overtime calculations).

The City observes the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and a bonus Christmas Day. These holidays are will populate in the timekeeping system automatically. Holiday hours are given as follows:

- Part-time employees – five (5) hours
- Full-time employees – eight (8) hours
- Seasonal, full-time employees – eight (8) hours
- Fire Shift Personnel – twelve (12) hours
- Police Patrol Officers (on City approved ten (10) hour shifts) – ten (10) hours

To be eligible for holiday pay, both non-exempt and exempt employees must be in a paid status for the regularly scheduled working day immediately preceding and immediately following the holiday. Part-time employees without a standard work schedule must work during the week of the holiday to be eligible for the holiday hours.

Holidays that fall in the middle of periods of sick or vacation leave will be paid as holiday hours. Employees are not paid for holidays while on terminal leave, leave without pay, suspension without pay, or Workers' Compensation.

Personal Days

Paid at straight rate. All active full-time employees will be given two (2) Personal Days. Full-time employees starting after July 1 receive one (1) Personal Day for their first year. Active part-time employees will be given one (1) Personal Day.

Hours should be taken in full-day increments.

Terminating employees will not be paid Personal Day(s) for their last day(s) of employment. To be paid for the Personal Day, an employee must work prior to and after the paid Personal Day.

Bereavement

Paid at a straight rate.

Please see the Human Resources Manual for the City's bereavement leave policy.

Military

Paid at a straight rate to qualifying employees.

Please see the Human Resources Manual for the City's military leave policy.

Shift and Shift Overtime

Five percent (5%) of straight hourly rate. Employees working morning shifts that begin at 5 AM or earlier or afternoon/evening shifts that begin at 2 PM or later are eligible for shift pay if two (2) hours are worked during the shift period. All hourly employees (with the exception of Fire shift personnel) are eligible to earn shift pay if work begins at the times listed above. Shift may also be paid on overtime hours and is paid at an overtime rate (5% of the overtime rate).

On Call

Paid according to City policy.

Please see Human Resources Manual for on call policy.

Jury Duty

Per TCA 22-4-106, employees are excused from employment for each day the employee is in service as a juror in any court of the United States or state of Tennessee. As employees are in a paid status for jury duty, the employee will assign to the City the amount earned from the court, less personal costs (such as mileage reimbursements or parking costs paid by the court to the employee).

Longevity

As employees reach milestone years of service (five, ten, fifteen, or any additional five (5) year increment of service), longevity is paid. Currently paid at $75 per service year.

Holiday Gift

If appropriated, employees may receive a holiday gift near the calendar year-end holidays. The amount and eligible groups are determined during the budget process. Currently, holiday gifts are paid via paper check.

Section D. School Patrol

School patrol officers are compensated in the following manner:

- Paid bi-weekly, per shift wage from the beginning of the academic year, including in-service days as determined by the Police Chief, to the last day of the school year
- Paid for school holidays, snow days, or other days schools are closed during the academic year
- Shifts missed for personal reasons are without pay
- Timesheets are submitted to Police Department designee and are entered into the timekeeping system to be paid

Section E. Time Considerations: Travel Time and Inclement Weather

There are occasions where employees' regular schedules are impacted. This includes necessary work travel and City closures for weather.

- Travel time may impact scheduling. The City follows the US Department of Labor regulations for travel pay. Please refer to the federal regulations for guidance.
- Generally, inclement weather does not warrant the closing of City facilities or activities. If it is deemed by the City Administrator that the weather does warrant the closing of City offices, determination of employee hours and pay will be made at that time.

There are different pay codes related to inclement weather and are used based on position type. For instance, a position that requires an employee stay on the clock when the City is closed are paid at a default overtime rate. These positions would include Public Safety and Public Works. Should the City be closed, inclement weather hours are paid to the extent employees' hours need to be made whole. For example, if an employee is an eight-hour, hourly employee (8 AM to 5 PM) within City Hall and City Hall is open until noon, the employee would be paid the remainder of the day's work. In this case, this would be four hours at straight rate.

Article III – Payroll Taxes

The City is required to tax employees' wages based on federal regulations.

The amount of federal tax an employee pays is based on factors such as filing status or exemptions listed on Form W-4 and the amount of taxable wages the employee earns on any given payday. Pre-tax deductions such as contributions to retirement plans, pre-tax medical/dental plans, HSAs, and FSAs reduce taxable wages.

In addition to federal tax, employees and the City are required to pay Social Security tax and Medicare tax on the employee's taxable wages. As listed above, pre-tax deductions impact the taxable wage. An annual withholding limit is set by the Social Security Administration each year.

Full-time employees who are eligible for City sponsored life insurance will be taxed on the cost of the insurance coverage exceeding $50,000.

Employees receiving an annual clothing allowance for street clothes will be taxed on the total amount they spent during the calendar year. This taxable amount is listed as CLOTH in the benefits section of the paystub and would be seen on the final payroll of the calendar year.

Bi-weekly car allowance is taxed on the amount of the benefit each payroll.

Article IV – Deductions Processed Via Payroll

Section A. Mandatory Deductions

Mandatory deductions include taxes, court ordered child/spousal support payments, bankruptcies, tax levies, and garnishments. It is the City's responsibility to follow federal and state regulations regarding these deductions. *Please see the Human Resources Manual for additional policies related to garnishments.*

In addition, all full-time employees must participate in a City retirement plan. Plan eligibility is dependent on hire date. Some plans have a mandatory employee contribution.

Section B. Voluntary Deductions

Voluntary deductions are those not required by law but authorized by the employee. State statutes dictate what the City may and may not deduct from employee pay. Among the permitted deductions:

- Benefit package deductions including health, dental, and vision, HSAs, FSAs, supplemental retirement contributions, supplemental life insurance, and short-term disability.
  The City's Human Resources Department administers these plans, please contact them with questions.
- Charitable fund drives (such as United Way)
- Other voluntary items (such as Fire Association dues)

Many, but not all, voluntary deductions require annual re-authorization and some also have specific start and end dates that must be followed.

Section C. Additional Deduction Information

Any required employee contributions will be deducted from the employee's bi-weekly payroll. Should a month have three pay dates, voluntary deductions will not be taken out.

Please see Addendum B for a complete list of active deduction codes used by the City.

Article V – Benefits Processed Via Payroll

The City awards full-time staff with an outstanding benefit package. Some of these benefits may be seen on the paystub. These include:

- Medical and Vision – the City's portion of the total cost of coverage
- Retirement plan matches – 2010 401a, 2010 457, 2017 457, TCRS
- Life Insurance – the City-sponsored life insurance plan
- HSA – the City's contribution to Health Savings Accounts

Please see Addendum C for a complete list of active benefit codes used by the City.

Article VI – Annual Wage Adjustments

Section A. Policy

The City will provide, according to its financial ability, a fair and equitable compensation program for employees which, at the same time, recognizes the need to be accountable for the use of public funds. Salary increases in the City are not fixed amounts, and there is no guarantee of a yearly increase.

Section B. Adjustment Guidelines

Annual rate of pay adjustments, including both merit and market adjustments, **if any**, will be effective the first full pay period of July.

Article VII – GreenEmployee Instructions

Section A. How to Create a Green Employee Account

Go to https://cityoffranklin.greenemployee.com. There is a link to GreenEmployee on Inside the City as well.

When logging in for the first time, you will need to create an account. Do this by clicking Create an account on the right side of the screen.

You will be prompted to enter an email address and a password. You will use your City of Franklin email account. After entering the information, click Continue.

You will get an email to continue the setup and will follow the instructions to complete your registration.

Lastly, you will be prompted to enter identifying information to tie your email address to your City payroll data.

Two-factor authentication is available in GreenEmployee and is **highly recommended**.

Section B. How to Change Your Direct Deposit Information

Go to https://cityoffranklin.greenemployee.com. There is a link to GreenEmployee on Inside the City as well.

- Click on Documents.
- Click on HR Documents.
- Click Manage on direct deposit line and make the necessary changes or additions.

If adding a new account, you must upload a voided check or supporting document from your bank verifying the account number and routing number.

Section C. How to Change Your W-4 Information

Go to https://cityoffranklin.greenemployee.com. There is a link to GreenEmployee on Inside the City as well.

- Click on down arrow next to Documents.
- Click on W-4.
- Click on Create W-4.
- Click on Federal W-4.
- Choose option as to how you wish to fill out the form.

- Click Continue.
- Fill out boxes 3, 5 & 7 (box 6 is optional).
- Check Box "Under penalties...".
- Type your Name in the Signature Box as it appears in the name space above.
- Click Submit.

Section D. How to Print Your W-2

Go to https://cityoffranklin.greenemployee.com. There is a link to GreenEmployee on Inside the City as well.

- Click on down arrow next to Pay History.
- Click on Tax Forms.
- Click down arrow by View.
- Click on W-2.
- Print.

Article VIII – W-2

Section A. Purpose

The IRS requires employers to report wage and salary information for employees on Form W-2. Your W-2 also reports the amount of federal, state and other taxes withheld from your paycheck. As an employee, the information on your W-2 is extremely important when preparing your tax return.

Section B. Timeframe

The IRS requires employers to send you a W-2 no later than January 31 following the close of the tax year, which is usually December 31. The City of Franklin provides the W-2 to its employees as early as possible, usually within the first two weeks of January.

Section C. How to Interpret Your W-2

W-2 Boxes (with description):

a. **Employee's social security number**
   This is the employee's social security number. The social security number must match the employee's social security card. If there is a discrepancy, contact Payroll at (615) 550-6689.
b. **Employer Identification Number (EIN)**
   This number is the City of Franklin's federal tax identification number. An EIN is the employer's equivalent of your SSN.
c. **Employer's name, address, and ZIP code**
   The City of Franklin's address is reported in box (c). This is the legal address of your employer which may or may not be where you perform your work.
d. **Control number**

N/A

e. **Employee's name, address and zip code**
This is the employee's name, address and zip code. If your address on the form W-2 isn't correct, notify Human Resources.

1. **Wages, tips, other compensation**
This figure includes all federally taxable income received from the City of Franklin during the calendar year. These wages exclude pre-tax deductions such as:
    - 401(a) contributions
    - 457 contributions
    - Employee paid pre-tax health/dental/vision care
    - HSA
    - FSA

Because this box excludes pre-tax deductions, it typically does not reflect your full earnings for the year, just your taxable earnings.

2. **Federal income tax withheld**
This figure includes all federal taxes withheld from your City of Franklin paychecks in the calendar year. The amount of tax withheld is determined not only by your taxable earnings, but also by the elections you indicated on your form W-4 regarding exemptions and any additional withholding.
3. **Social security wages**
This figure includes your total wages subject to Social Security tax in the calendar year. This amount may change from year to year; however, you should be able to find the amount on the IRS website. These wages exclude pre-tax deductions such as:
    - Employee paid pre-tax health/dental/vision care
    - HSA
    - FSA
4. **Social security tax withheld**
This figure includes all social security taxes withheld from your City of Franklin paychecks in the calendar year. Unlike federal income taxes, Social Security taxes are calculated based on a flat rate. The rate is 6.2%. The amount in Box 4 should, then, be equal to the amount in box 3 times 6.2%.

5. **Medicare wages and tips**
This figure includes your total wages subject to Medicare tax in the calendar year. There is no wage cap on Medicare tax. These wages exclude pre-tax deductions such as:
    - Employee paid pre-tax health/dental/vision care
    - HSA
    - FSA
6. **Medicare tax withheld**
This figure shows the amount of Medicare taxes withheld for the year. Like Social Security taxes, Medicare taxes are figured based on a flat rate. The rate is 1.45%. For most taxpayers, this means that the figure in box 6 is equal to the figure in box 5 times 1.45%. However, we must also withhold additional Medicare tax of .9% from wages paid to an individual earning more than $200,000, regardless of filing status or wages paid by another employer. Since we don't know your entire financial picture, it's possible that you may have to pay more additional Medicare taxes than your withholding depending on filing status, compensation and self-employment income.
7. **Social security tips**
N/A

8. **Allocated tips**
   N/A
9. **Verification Code**
   N/A This is relatively new. You may see a 16-digit verification code here. It's part of a growing security initiative to assist the IRS with verifying that the form is authentic. If your form W-2 contains this code, you or your tax professional should enter it when prompted using software (electronically filed returns only). If the code is not on your form, don't worry: your tax return will still be accepted.
10. **Dependent care benefits**
    The amount deducted from your pay before taxes and deferred to a dependent care flexible spending account.
11. **Nonqualified plans**
    N/A
12. **Elective deferrals**
    There are various box 12 codes, and not all the income coded at box 12 is taxable. Here's a quick rundown of the codes used by the City of Franklin.
    Code D – Contributions to a 401k or CBP retirement plan
    Code G – Contributions to a 457b retirement plan
    Code W – Employer contributions to your health savings account (including amounts the employee elected to contribute using a section 125 cafeteria plan)
    Code DD – Total cost of employer-sponsored health coverage (both the employee cost and the City's cost)
13. **Retirement plan**
    The retirement box is checked if the employee is eligible for any City of Franklin paid retirement plan or the employee participated in a salary reduction arrangement under 401(a) or 457.
14. **Other**
    Box 14 is a "catch all" box. The City of Franklin reports taxable car and clothing allowance in this box.
15. **State and employer's state I.D. number**
    N/A
    Tennessee has no state income tax on salaries, wages, bonuses or any other type of income-for-work.
16. **State wages, tips, etc.**
    N/A
17. **State Income Tax**
    N/A
18. **Local wages, tips, etc.**
    N/A
    The Tennessee income tax does not apply to salaries and wages.
19. **Local Income Tax**
    N/A
20. **Locality Name**
    N/A

Article IX – Payroll Records and Reports

Section A. Payroll Records

The Finance Department will maintain adequate records of all payroll activities and transactions. Documents will be scanned and saved digitally.

Section B. Reporting Requirements

The Finance Department will submit all required payroll related reports to the state and federal governments timely. Payroll personnel will also aid the City's department contacts by providing any requested payroll related data as needed.

Article X – Definitions

The following words, terms and phrases, when used in the Payroll Manual, will have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning.

Anniversary Date - The most recent date of employment in a regular position used to determine seniority or eligibility for promotion.

Active Employee – An employee of the City who is not on unpaid leave and is not receiving long-term disability benefits from or through the City.

Calendar Year – Any twelve (12) consecutive months from a start date; also, January 1 to December 31 of a given year.

City Business Days – Any Monday, Tuesday, Wednesday, Thursday, or Friday, except holidays observed by the City, of any week.

Compensation Plan - The official schedule of pay approved by the Board of Mayor and Aldermen assigning a range of pay to pay grades.

Compensation – The standard rates of pay which have been established for the respective classes of work.

Exempt Employee – A person employed in a bona fide executive, administrative or professional capacity, as these terms are defined in regulations of the Secretary of Labor and the Fair Labor Standards Act (FLSA) and therefore exempt from the overtime requirements of the FLSA.

Leave – An approved type of absence from work as provided for by these Rules and Regulations.

Leave of Absence - Time off from scheduled work with permission, but without pay and without loss of seniority if reinstated. Sick leave, maternity leave, vacation leave, civil leave, educational leave, FMLA leave and military leave are not considered a leave of absence.

On Call - Being available at a designated place for a designated period of time. Whether or not the employee is on call will be judged in accordance with the FSLA Regulations as set out in 29 CFR, Part 553.221.

Non-Exempt Employee – A person employed in a position that is not in an executive, administrative or professional capacity, as these terms are defined in regulations of the Secretary of Labor. An employee in this position is subject to all provisions of the Fair Labor Standards Act (FLSA).

Overtime – Time worked by an employee in excess of the maximum hours allowed per work period under the Fair Labor Standards Act and as provided for herein. Generally, overtime is paid for all hours actually worked over 40 during a seven-day work period. However, certain public safety employees are allowed to work additional hours over a longer work period before overtime is required.

Overtime Pay – Compensation paid to an employee in accordance with federal regulations and these rules for overtime work performed.

Pay for Performance - Pay raises given based on performance, as judged by the supervisor and concurred in by the Department Director, Human Resources Director and City Administrator of a "meet expectations" level or above, as described in the job description.

Position - Any office or employment, whether occupied or vacant, full-time or part-time, consisting of a group of essential functions, additional functions and responsibilities legally assigned or delegated to one individual by competent, appropriate authority.

Probationary Employee – An individual who has not yet completed a probationary period.

Rate of Pay – A specific dollar amount, expressed as an annual rate, a monthly rate, a bi-weekly rate, a weekly rate or an hourly rate.

Full-Time Employee – An individual that has been scheduled to regularly work at least forty (40) hours per week on a non-temporary basis.

Part-Time Employee - An individual that has been scheduled to regularly work less than thirty (30) or more hours.

Sick Leave – Approved absence due to non-occupational illness, injury, or health maintenance for the employee. Sick leave will be considered a benefit and not a right for employees to use at their discretion.

Temporary Employee – An employee holding a position other than regular, which is of a temporary, seasonal, casual or emergency nature working less than eighteen hundred hours in a one-year period

Terminal Pay – The compensation paid to a terminating employee following the last workday.

Terminating Employee – An employee of the City who is ending employment due to resignation, layoff, death, retirement or dismissal.

Termination – The cessation of employment with the City due to resignation, layoff, death, retirement or dismissal.

Work Cycle - The number of hours regularly scheduled to be worked during a twenty-eight (28) day period on which overtime and/or compensatory time is based; applies only to Uniformed Fire Personnel on shift.

Work Day – Scheduled number of hours an employee is required to work per day.

Work Week – The number of hours regularly scheduled to be worked during any seven (7) consecutive days; usually forty (40) hours with special provisions made in those departments requiring additional work shifts or work hours such as public safety.

Addendum A – Active Pay Codes

Code	Type	Description
001	Hourly	Regular Wages
002	Overtime	Overtime
003	Holiday	Vacation
004	Holiday	Sick
005	Overtime	Cycle Overtime
006	Overtime	OT @ Base
007	Holiday	Holiday
008	Other	Miscellaneous $'s
010	Overtime	Court Overtime
011	Overtime	GHSO Grant
012	Other	Holiday Gift
014	Other	General Meetings
015	Hourly	Census
016	Other	Longevity
019	Salary	Officials Salary
021	Sick	Donated Sick
023	Overtime	Call Back
024	Holiday	Bereavement
025	Holiday	Jury Duty
026	Holiday	Military
027	Holiday	Paid Admin Leave
028	Holiday	Injury
030	Holiday	Unpaid Administrative Leave
033	Other	Active Military Supplement
036	Other	Salary Supplement
038	Overtime	3rd Party Billable OT
039	Vacation	Personal Days
042	Other	Bonus
043	Other	Planning Commission/BOZA
045	Overtime	Acts of Nature-Public Safety
046	Overtime	Acts of Nature-Public Works
047	Overtime	Acts of Nature-On Site
051	Hourly	Fire-Light Duty
068	Holiday	Acts of Nature-Off Site
069	Holiday	Acts of Nature-Not Worked
070	Holiday	Off Site-Telecommuting
AUTOAL	Salary	Automotive Allowance
INSREF	Business Expense	Insurance Refund (Non-Tax)

INSRFD	Business Expense	Insurance Premium Reimbursement
INSRSD	Hourly	Insurance Refund
ON CAL	Hourly	On Call Stipend
PM OT	Hourly	Paramedic OT
PMED	Hourly	Paramedic - Hourly
REIMBU	Hourly	Reimbursement
SAL	Salary	Regular Salary
SCHOOL	Salary	School Patrol Pay
SHFTOT	Hourly	SHIFT OT
SHIFT	Hourly	Shift 5%
SRT	Hourly	SWAT PAY
SRT OT	Hourly	SWAT OT

Addendum B – Active Deduction Codes

Code	Description
401(A)	ICMA 401(A)
401A10	2010 401a
401ACU	401A10 Contribution Catch
457	ICMA 457
457 10	2010 457
457 17	2017 457 (EE after 1/17)
457CU	45710 Contribution Catch
BNK1	Garnishment - Federal BNK
CBP	Cash Balance Plan
CDHFSA	Child Care FSA
COURT1	Garnishment - Court Ordered
DNT110	Family Dental
DNT210	Family Dental
FIRE	Firefighters Association
HSA300	Individual HSA - Opt. 2
HSA310	Family HSA - Opt. 2
HSA320	Emp + Spouse HSA - Opt. 2
HSA330	Emp + Child(ren) HSA - Opt. 2
HSA400	Individual HSA - Opt. 2
HSA410	Family HSA - Opt. 2
HSA420	Emp + Spouse HSA - Opt. 2
HSA430	Emp + Child(ren) HSA - Opt. 2
INS014	Indiana Annual Support
KYCHD	KY Child Support Enforcement
LEVY1	Garnishment - IRS
MED100	Individual Medical
MED110	Family Medical
MED120	Emp + Spouse Medical
MED130	Emp + Child(ren) Medical
MED200	Individual Medical
MED210	Family Medical
MED220	Emp + Spouse Medical
MED230	Emp + Child(ren) Medical
MED300	Individual Medical -Opt. 2
MED310	Family Medical - Opt. 2
MED320	Emp + Spouse Medical - Opt. 2
MED330	Emp + Child(ren) Med - Opt. 2
MED400	Individual Medical - Opt. 2

MED410	Family Medical - Opt. 2
MED420	Emp + Spouse Medical - Opt. 2
MED430	Emp + Child(ren) Med - Opt. 2
MEDFSA	Medical FSA
NYCHD	NY Child Support
PEN	2010 Pension
PEN CU	Pension Catch Up
REIMB4	Tax Sheltered Reimbursement
ROTH	Roth IRA
STDIS	Short-Term Disability
STUDNT	Garnishment - Educational
TAXCBP	Taxable Cash Balance
TCGE E	TCRS Gen Emp Contribution
TCPS E	TCRS Pub Safety Emp Contribution
TNCHD	Garnishment - Tennessee Child Support
UWAY	United Way
VGTL	Voluntary Group Term Life
VIS100	Individual Vision
VIS110	Family Vision
VIS120	Emp + Spouse Vision
VIS130	Emp + Child(ren) Vision
VIS200	Individual Vision
VIS210	Family Vision
VIS220	Emp + Spouse Vision
VIS230	Emp + Child(ren) Vision
VIS300	Individual Vision - Opt. 2
VIS310	Family Vision - Opt. 2
VIS320	Emp + Spouse Vision - Opt. 2
VIS330	Emp + Child(ren) Vision - Opt. 2
VIS400	Individual Vision - Opt. 2
VIS410	Family Vision - Opt. 2
VIS420	Emp + Spouse Vision - Opt. 2
VIS430	Emp + Child(ren) Vision - Opt. 2

Addendum C – Active Benefit Codes

Code	Description
401A10	2010 401a
401A17	2017 457 Match (EE after 1/17)
401ACA	401(A) Match - City Admin.
401CCU	401A10 City Contribution Catch Up
45710	2010 457 Match
457CCU	45710 City Contribution Catch Up
CAR	Car Allowance
CLOTH	Clothing Allowance
DNT110	Family Dental
DNT200	Individual Dental
DNT210	Family Dental
HSA300	Individual HSA - Opt. 2
HSA310	Family HSA - Opt. 2
HSA320	Emp + Spouse HSA - Opt. 2
HSA330	Emp + Child(ren) HSA - Opt. 2
HSA400	Individual HSA - Opt. 2
HSA410	Family HSA - Opt. 2
HSA420	Emp + Spouse HSA - Opt. 2
HSA430	Emp + Child(ren) HSA - Opt. 2
LIFE	Life Insurance - Employer Paid
MED100	Individual Medical
MED110	Family Medical
MED120	Emp + Spouse Medical
MED130	Emp + Child(ren) Medical
MED200	Individual Medical
MED210	Family Medical
MED220	Emp + Spouse Medical
MED230	Emp + Child(ren) Medical
MED300	Individual Medical -Opt. 2
MED310	Family Medical - Opt. 2
MED320	Emp + Spouse Medical - Opt. 2
MED330	Emp + Child(ren) Med - Opt. 2
MED400	Individual Medical - Opt. 2
MED410	Family Medical - Opt. 2
MED420	Emp + Spouse Medical - Opt. 2
MED430	Emp + Child(ren) Med - Opt. 2
TCGE C	TCRS Gen Emp City Match
TCPS C	TCRS Pub Safety City Match

VIS100	Individual Vision
VIS110	Family Vision
VIS120	Emp + Spouse Vision
VIS130	Emp + Child(ren) Vision
VIS200	Individual Vision
VIS210	Family Vision
VIS220	Emp + Spouse Vision
VIS230	Emp + Child(ren) Vision
VIS300	Individual Vision - Opt. 2
VIS310	Family Vision - Opt. 2
VIS320	Emp + Spouse Vision - Opt. 2
VIS330	Emp + Child(ren) Vision - Opt. 2
VIS400	Individual Vision - Opt. 2
VIS410	Family Vision - Opt. 2
VIS420	Emp + Spouse Vision - Opt. 2
VIS430	Emp + Child(ren) Vision - Opt. 2