

**URBANA CITY COUNCIL  
REGULAR SESSION MEETING**

**December 21, 2021, at 6:00 p.m.**

**(To be held in the Training Room on the 3<sup>rd</sup> Floor of the Municipal Building)**

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**You may listen to the meeting from your computer, tablet or smartphone. As the State of Emergency has been lifted by Governor DeWine, the Zoom media is available as a method to hear the meetings only. Council participation, and Citizen Comments, will only be in person.**

<https://zoom.us/j/2412774424?pwd=TzBqdXRid1ZQNFZrU113UDgvY1J0QT09>

Meeting ID: 241 277 4424

Passcode: 43078

Dial by Phone: 1-646-558-8656

**PLEASE MUTE YOUR PHONES**

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- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **Approval of Minutes (see attached)**
  1. Urbana City Council Regular Session Meeting Minutes of December 7, 2021.
- **Communications (see attached)**
  1. Communication From the Champaign Countywide Communications Center Advising of capability of Receiving Text to 9-1-1.
  2. Communication from the Auditor of State’s Office for the City of Urbana FY2020 Audit Exit Conference on Wednesday December 8th (emailed 12/06/21)(see attached).
  3. Memo from Director of Finance regarding proposed City Council meeting schedule for 2022 (see attached).
- **Board of Control: No Board of Control Items**

\*\*Footnote – Purchase Orders \$2,501 - \$50,000 for October and November 2021 (see attached)\*\*

\*\*\*Footnote - On December 15, 2021 the Parks & Recreation Board approved the release of \$9,661.81 to Midstates Recreation from the Park Improvement Fund for additional molded rubber surfacing (Change Order #1) for the EVERYbody Plays Inclusion Playground project located at Melvin Miller Park. The additional surfacing is funded by a generous donation in the amount of \$9,661.81 from Lawnview Industries, Inc.\*\*\*
- **Citizen Comments: (In Person Only; Must Sign-in)**

- **Ordinances and Resolutions**

**Old Business:**

**Third Reading:**

**Ordinance 4391-21:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Service Divisions Public Employees of Ohio Teamsters, Local Union No. 284, and declaring an emergency. (Requires three readings)

**Resolution No. 2433-21:** A Resolution to appropriate money for the several projects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2022. (Requires three readings)

**Second Reading:**

**Ordinance 4390-21:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Firefighters and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring it an emergency. (Requires three readings) (Summary & Draft Contract attached)

**Ordinance 4392-21:** An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Fire Captains and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring it an emergency. (Requires three readings) (Summary & Draft Contract attached)

**New Business:**

**First Reading:**

**Resolution 2620-21:** A resolution authorizing the Mayor to enter into the 2022-2026 Housing Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency (Grantor) and the City of Urbana (Grantee). (May be passed on one reading)

**Resolution 2621-21:** A resolution to approve a sanitary sewer tap-in for Ryan and Molly Armstrong at 1756 Old Troy Pike (Parcel # K41-11-11-34-00-010-09) as an Extraterritorial Customer, and declaring an emergency. (Suspension of rules requested by utility services applicant).

**Resolution 2622-21:** A resolution to approve a sanitary water tap-in for Ryan and Molly Armstrong at 1756 Old Troy Pike (Parcel # K41-11-11-34-00-010-09) as an Extraterritorial Customer, and declaring an emergency. (Suspension of rules requested by utility services applicant).

**Resolution 2623-21:** A resolution to amend Resolution 2433-20 to modify or increase appropriations within various funds of the City of Urbana, Ohio for the current expenses during the fiscal year ending December 31, 2021. (Supplemental Appropriations) (Requires three readings) \*\*This Ordinance will be a walk-in Ordinance at the meeting\*\* (Suspension of rules requested).

**Ordinance 4388-22:** An ordinance authorizing the Indigent Defense Agreement with the Champaign County Commissioners to allow the City and County to receive partial reimbursement from the Ohio Public Defender Commission for the indigent defense expenses in the Champaign County Municipal Court and declaring it an emergency.

**Ordinance 4556-21:** An emergency ordinance to accept the material terms of the One Ohio Subdivision Settlement pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement (Suspension of the Rules) \*Note: the entire “Final JNJ Settlement Term Sheet” document was included in the e-mailed Council’s packet on December 17, 2021, and a copy is on file with the Council Clerk.

**Ordinance 4557-21:** An ordinance adopting a Statement of Services to be provided to territory consisting of approximately 256.386 acres, more or less, in Urbana Township proposed for annexation to the City of Urbana by Matthew T. Watson, Attorney at Law, as agent for the petitioner, Phoenix Ag, Ltd., and declaring an emergency.

**Ordinance 4558-21:** An ordinance relating to Land Use and Zoning Buffers for territory consisting of approximately 256.386 acres, more or less, in Urbana Township proposed for annexation to the City of Urbana by Matthew T. Watson, Attorney at Law, as agent for the petitioner, Phoenix Ag, Ltd., and declaring an emergency.  
Land Use & Buffers Phoenix Ag Annexation.

- **Committee Reports**
  - **Miscellaneous Business:**
  - **Next Meeting:** Tuesday, January 4, 2022
  - **Adjourn**
-

**Urbana City Council**  
**Regular Session Meeting**  
**Tuesday, December 7, 2021**

President Pro Tempore Paul called the City of Urbana Regular Session Meeting to order at 6:00pm

**City Staff attending:** Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Finance Chris Boettcher, Chief Ortlieb (UFD), Joe Sampson Superintendent Urbana Water Division, Chad Hall Public Works Superintendent.

**President Called Roll:** Mr. Fields, present; Mr. Hoffman, present; Mr. Paul, present; Mr. Scott, present; Mr. Thackery, present; Mrs. Collier, present.

Letter of Recognition: Mayor Bean read his Letter of Recognition of Marcia Bailey for her long years of service to the community and tireless work on behalf of the citizens of the community.

### **Minutes**

Motion to Approve made by Mr. Thackery, seconded by Mr. Scott. Motion passed 6-0

Urbana City Council Regular Session Meeting Minutes of November 2, 2021 (approved as amended – missing BOC description and adding Mr. Feinstein to list of attendees)

Urbana City Council Regular Session Meeting Minutes of November 2, 2021

### **Communications**

Mr. Fields moved to put said communications in one batch on the floor for discussion and possible approval. Mr. Thackery seconded. Voice vote on approval: all ayes, nays, none.

1. Communication from the Ohio Division of Liquor Control dated November 15, 2021, regarding the liquor permit transfer for the Airport Café, 1636 N. Main St & Patio.
2. Oak Dale Cemetery Board Meeting Minutes of September 7, 2021
3. City of Urbana Public Safety Committee Meeting Minutes of November 23, 2021
4. Communication from Columbia Gas of Ohio dated November 23, 2021
5. Salary Commission recommendations per communications made in minutes from their meeting dated 9/28/21 (Copy of meeting minutes attached)

Motion passed 6-0

### **Board of Control**

1. The Board of Control recommends Council authorize the Director of Administration to enter into a unit price contract with J & J Schlaegel, Inc. per the recommendation of the City Engineer for the 2022 Unit Price Concrete Work based on need. Respective City divisions will issue work orders and purchase orders in accordance with this contract. Furthermore, the city will utilize this contract in the same manner for the remaining piecewise sidewalk, cur and gutter work. Vote 3-0.

Mr. Scott motioned this item to the floor, Mr. Fields seconded. Motion passed 6-0

Mr. Bumbalough said he received 3 bids of which the Schlaegel bid was by far the lowest. This will cover concrete work for the 2022 year as we have done in the past.

Mr. Scott asked if this was advertised via the newspaper and Dodge(??) and did it hit the Springfield paper?

Mr. Bumbalough responded that it was advertised via the paper and Dodge and they will reach out to past bidders as well.

2. The Board of Control recommends Council authorize a purchase order to Compass Infrastructure Group in the amount of \$18,000.00 for surveying services for the construction of the new storm water infrastructure for the Railroad Street Storm Project. This expense will be charged to the Stormwater – Operating Fund and is not in the 2021 budget. Vote 3-0

Mr. Thackery moved this item to the floor, seconded by Mr. Fields. Motion passed 6-0

Mr. Bumbalough stated that the Stormwater committee was formed in 2016 and identified the Railroad Street project as a high importance project. This will take 54" pipe to connect into existing stormwater infrastructure.

Mr. Fields asked if some monies could be "in-kind" to which Mr. Bumbalough replied that some of the money would be CBDG funds and must be used in low to moderate income neighborhoods. And this project would take out the pinch point from Settler's Ridge/Hagenbaugh to Main St.

3. The Board of Control recommends Council authorize the Director of Administration to enter into a five-year contract with Andrews Technology HMS, Inc. for the purchase, implementation, and hosting of the NOVAtime Web-based Time and Attendance Software. The initial cost of \$29,710.00 will be incurred in 2022 and charged to the General Fund – Miscellaneous Non-Departmental budget. The annual cost of \$15,140.00 in years two through five will be charged to various funds and included in subsequent budget years. Vote 3-0

Mr. Scott moved this item to the floor, Mr. Thackery seconded. Motion passed 6-0

Mrs. Boettcher mentioned that it takes about 8 hours of manual work for staff to go through time cards, plus having Department Heads review and sign off. There are terminals at the WWTP and Taft Avenue offices for employees and these new machines will be placed there as well. Employees will be able to project time off and absence requests.

Mrs. Collier asked if this system is more efficient than how things are done today.

Mrs. Boettcher replied that this system is much more efficient.

Mr. Thackery asked about the availability of electronic reports

Mrs. Boettcher replied yes. Many.

Mr. Paul inquired as to the need for the terminals if city employees can use their mobile devices or web browsers to access the system.

Mrs. Boettcher replied that not all city employee have city mobile phones, which would be too costly to provide, plus keeping the terminals does not change long-standing practices of having some of the employees clock in. This is the same basic principle, just more reliable and efficient for everyone.

### **Citizen Comments**

None

### **Ordinances and Resolutions**

First Reading:

#### **Ordinance 4390-21:**

An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Firefighters and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring it an emergency. (Requires three readings)

Mr. Brugger states that the agreement was ratified on 11/23/21. The final draft of the agreement will be forthcoming at the next Council meeting. He thanked the entire administrative team for pitching in to get this done in a very short amount of time.

Mr. Paul declared that Ordinance 4390-21 had its first reading

#### **Ordinance 4392-21:**

An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Fire Captains and the Urbana Firefighters Association, I.A.F.F. Local 595, and declaring it an emergency. (Requires three readings)

Mr. Brugger stated this was the first time negotiating this piece separately from the other firefighter negotiations. The final contract language will be presented at the next Council meeting.

Mr. Paul declared that Ordinance 4392-21 had its first reading

### **Resolution No. 2619-21**

Declaring the necessity of constructing or repairing sidewalks, curbs, and/or gutters along Eastview Drive, Nova Drive, Seville Drive, Log Bay Drive, and Parkview Court, and declaring an emergency. (May be passed on 1<sup>st</sup> reading)

Mr. Thackery moved this item to the floor, seconded by Mr. Fields. Motion passed 6-0

Mr. Bumbalough stated that this is part of the yearly concrete program. First letters went out in June of 2020 alerting residents to the project and possible impacts. Residents have until Dec 19 to find their own contractors with a deadline of April 29, 2022 to have the work completed if they are doing it themselves. The work will be done in May or June of 2022 and this effort will also include ADA compliant curb ramps.

Mr. Thackery asked if this process has gotten any smoother.

Mr. Bumbalough replied that it is going better than when they first started. They are running 2 different processes depending on the project and the process depends on whether the project is a patchwork project or a complete project. He also mentioned that letters are going out much more-timely than in the past.

Mr. Fields inquired if there was any resident feedback.

Mr. Bumbalough said "no."

Mr. Paul declared that Resolution 2619-21 had its first reading

Second Reading:

**Ordinance No. 4391-21**

An ordinance approving a collective bargaining agreement between the City of Urbana, Ohio and the City of Urbana Services Divisions Public Employees of Ohio Teamsters, Local Union No. 284, and declaring an emergency.

Mr. Brugger mentioned that this agreement is a new 3 year agreement and gave a brief synopsis of agreed to changes that were explained in more detail at the last Council meeting.

Mr. Paul declared Ordinance 4391-21 has had its second reading

**Resolution No. 2433-21**

A resolution to appropriate money for the several projects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending on December 31, 2022. (Requires three readings)

Mrs. Boettcher mentioned that this resolution will cover all expenditures for 2022. She described the process as the annual appropriation budget processes providing operating, improvements and debt

service for city of Urbana. General Fund appropriations total \$7,322,510 with total city expenditures to total \$19,879,010 which includes all funds and accounts. Unappropriated funds for 2022 totals \$1,040.

Mr. Paul declared Resolution No. 2433-21 has had its second reading

Third Reading:

None

## **Committee Reports**

Mr. Scott said that the Infrastructure Committee will have a topic for a future work session

Mr. Thackery mentioned that the next Economic Development Committee meeting will be in January of 2022

## **Miscellaneous Business**

### **1. Salary Commission Recommendations**

Mr. Scott motioned to put the Salary Commission recommendations on the floor for discussion. Mr. Thackery seconded.

Mr. Scott mentioned that voting "no" on the first item (Council members and Council President are paid per meeting. These required meetings include two regular council meetings and one work session) would nullify all other recommendations with the exception of the possible Mayor pay raise.

Mr. Hoffman asked Mrs. Boettcher about how additional costs would be covered and that attendance would need to be kept?

Mrs. Boettcher said that the pay per meeting provision could delay payroll as attendance would need to be kept which would not necessarily correspond to council pay schedules. She also mentioned that there are more questions involved than just paying per meeting.

Mr. Hoffman said that he appreciated the Salary Commission's efforts and Council did them no favors when this effort started. He mentioned that he missed a lot of meetings this year due to personal reasons but none of the votes that he missed would have had their outcomes changed if he was present. Council members do more than just attend meetings and many work sessions in the past have not been constructive. He said he was not opposed to pay raises, but the additional regulations on members isn't worth it.

Mrs. Collier mentioned that Council member contributions to the Ohio Public Employees Retirement System (OPERS) would cease and some members would be adversely affected by this change.

Mr. Thackery reiterated the feeling that Council appreciated the efforts of the Salary Commission, but suggested changes are not practical.



Mr. Fields said Council should just vote and move this forward or stop it.

Mr. Hoffman suggested sending the recommendations back to Salary Commission for further work. He further stated that he would not support the 'pay by meeting' recommendation.

Mr. Bean added that Council has been batting this around for months and he's frustrated. A decision needs to be made one way or the other.

Mr. Scott motioned to send the recommendations back to Salary Commission, Mr. Thackery seconded. Motion was passed 5-1 (Mr. Paul voted no)

Mr. Sampson (Water Department Superintendent) gave an update on the automated water meter reader installation project. He said that the project is about 70% complete, but there are some backlogs for some equipment due to the supply chain issues. He said that there are about 1300 meters left to upgrade and that, unfortunately, the project will roll into 2022. Last notices to residents who haven't yet scheduled will be going out soon.

Mr. Hall (Public Works Superintendent) mentioned that city leaf pickup will stop after this coming week. They have begun changing vehicles over to support bad weather and equip them for salting streets. He expects the street sweeper to be able to make one more run through the city for the year.

Mr. Brugger mentioned that Colin Stein's last full day with the city will be Wednesday, December 8 and last half day is the 9<sup>th</sup> due to his retirement. He has been a valuable member of the city staff and has done a great job. He also mentioned that the Law Department has consolidated in offices in the building and that Council will take the old Law space.

Mayor Bean said that with Mr. Fields leaving council on 1/1/2022 there is a need for a replacement Tax Incentive Review person. Gene has been invaluable in that role and will be missed. He also mentioned that the Man on the Monument celebration took place the weekend before and was well organized and planned and went off very well. Kim Brooks gave a stirring rendition of the Battle Hymn of the Republic.

Mr. Fields motioned to adjourn the meeting. Mr. Thackery seconded. Motion passed 5-1 (Mr. Hoffman voted No.)

Meeting adjourned at 8:03pm.

The Champaign Countywide Communication Center has the capability to receive 9-1-1 emergency text messages. "9-1-1: Call if You Can, Text if You Can't"



**Champaign Countywide Communication Center**  
**Office of 9-1-1 Director of Communications**  
**Amy Collins**

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**Media Release**

The Champaign Countywide Communication Center is now capable of receiving Text-to-911. Text to 9-1-1 should only be used in an emergency situation, when placing a call is not possible: For instance, if the caller is hearing and/or speech impaired, or when speaking out loud would put the caller in danger.

Here is what you need to know:

- To place a text -to-91-1 simply input **911** as your number to text.
- The location information accompanying a text-to-9-1-1 call is not equal to wireless voice call location technology.
  - As with all text messages, 9-1-1 text messages can take longer to receive, may be delivered out of order, or may not be received at all.
  - Text-to-9-1-1 is not available if you are in a "roaming" situation.
  - A text or data plan is required to place a text to 9-1-1 through Verizon, AT&T, Sprint and T-Mobile.
  - If texting to 9-1-1 is not available in your area, or is temporarily unavailable, you will receive a message indicating that texting 9-1-1 is not available and to contact 9-1-1 by other means.
  - Photos and videos cannot be sent to 9-1-1 at this time.
  - Text-to-9-1-1 cannot include more than one person. Do not copy your emergency text to anyone other than 9-1-1. Wait until you are safe to notify others of your situation.
- **Do not text and drive!**

Voice Calls to 9-1-1 Are Still the Best and Fastest Way to Contact 9-1-1

"9-1-1: Call if You Can, Text if You Can't"



## Chris Boettcher

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**From:** Emily D. Jenkins <EDJenkins@ohioauditor.gov>  
**Sent:** Monday, December 6, 2021 1:31 PM  
**To:** Chris Boettcher; Kerry Brugger; Marty Hess; Gene Fields; Cledis Scott; Dwight Paul; Mary Collier; Doug Hoffman; Pat Thackery; Bill Bean  
**Cc:** Megan R. Hall  
**Subject:** City of Urbana FY2020 Audit Exit Conference Invitation  
**Attachments:** Emily Jenkins.vcf; City\_of\_Urbana\_20\_Champaign\_Report.pdf; City\_of\_Urbana\_20\_Champaign\_ML.pdf; Representation letter.pdf; Exit Conference Agenda.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Management and Those Charged with Governance,

The Auditor of State's Office (AOS) has completed the financial audit for the City of Urbana for the fiscal year ended December 31, 2020. An exit conference is scheduled for **Wednesday, December 8<sup>th</sup> at 1:30 p.m. in the Police & Fire Training Room at the City Municipal Building.**

We believe participation at the exit conference by you and others charged with the management and governance of the City is an essential part of our audit process. It gives you an opportunity to hear our conclusions and discuss with us the resolution of any audit issues.

Please find attached a draft copy of the City's Audit Report Package, Management Letter, Representation Letter, and Exit Conference Agenda for your review prior to the conference. Please bring these documents with you.


Please note Ohio Revised Code §121.22(D)(2) exempts audit conference meetings from the requirements of the Open Meetings Act. In addition, Ohio Revised Code §117.26 provides that audit reports are not considered a public record under the Public Records Act until certified. Therefore, it is requested that attendees refrain from discussing the audit, releasing the audit, or disclosing communications conducted during the course of the audit conference until the audit is released and certified. These are *discussion drafts* and are to remain *confidential* prior to release of the audit report by the AOS. Recipients of these draft documents must not, under any circumstances, show or release the contents for purposes other than official review or comment. They must be safeguarded to prevent publication or other improper disclosure of the information these contain. These draft documents remain property of, and must be returned on demand to, the Auditor of State.

If you have any questions prior to the exit conference please feel free to contact Megan Hall, Senior Audit Manager, or me via email or at 800-443-9274.

Respectfully,  
Emily Jenkins



To: Urbana City Council

From: Chris Boettcher, Director of Finance 

Date: December 16, 2021

Re: Urbana City Council proposed meeting schedule for calendar year 2022

Attached is the proposed 2022 meeting schedule for Urbana City Council (UCC). This reflects the current schedule of conducting the UCC regular session meetings on the first and third Tuesday's of each month at 6:00 p.m. This schedule will not hinder the Finance Department with meeting the mandated deadlines (i.e. Tax Budget July 15<sup>th</sup>).

Please review the attached calendar.

# Calendar for Year 2022 (United States)

<p><b>January</b></p> <table border="1"> <thead> <tr> <th>Su</th> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> </tr> <tr> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> </tr> <tr> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> </tr> <tr> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> </tr> <tr> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> </tr> <tr> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>2:● 9:○ 17:○ 25:●</p>	Su	Mo	Tu	We	Th	Fr	Sa							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<p><b>February</b></p> <table border="1"> <thead> <tr> <th>Su</th> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>1:● 8:○ 16:○ 23:●</p>	Su	Mo	Tu	We	Th	Fr	Sa			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28						<p><b>March</b></p> <table border="1"> <thead> <tr> <th>Su</th> <th>Mo</th> <th>Tu</th> <th>We</th> <th>Th</th> <th>Fr</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </tbody> </table> <p>2:● 10:○ 18:○ 25:●</p>	Su	Mo	Tu	We	Th	Fr	Sa			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
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## Holidays:

Jan 1 New Year's Day	Jun 20 'Juneteenth' day off	Nov 24 Thanksgiving Day
Jan 17 Martin Luther King Jr. Day	Jul 4 Independence Day	Dec 25 Christmas Day
Feb 21 Presidents' Day	Sep 5 Labor Day	Dec 26 'Christmas Day' day off
May 30 Memorial Day	Oct 10 Columbus Day	
Jun 19 Juneteenth	Nov 11 Veterans Day	

OCTOBER 2021  
PURCHASE ORDERS \$2,501-\$50,000

PURCHASE ORDER #:	VENDOR:	PURCHASE ORDER AMOUNT:	DEPARTMENT:	EXPLANATION:	BOC APPROVAL DATE & VOTE:
28654	DC DOOR COMPANY	\$ 3,425.00	STREET	REPLACE/REPAIR OVERHEAD DOOR AT TAFT AVENUE POLE BARN	BOC 10.6.2021 (2)
28655	SQUARED CONSTRUCTION	\$ 2,600.00	STREET	REPAIR POLE BARN AT TAFT AVE STREET GARAGE	BOC 10.6.2021 (2)
28656	WHITES FORD	\$ 38,573.52	WATER	2022 FORD F350 4X4 REGULAR CAB WITH UTILITY BOX	BOC 10.6.2021 (2)
28657	MCGUIRE FARM & EXC	\$ 25,000.00	WATER	WATER MAIN BREAK & SERVICE LINE REPAIR RESTORATION	BOC 10.6.2021 (2)
28659	PAGE ENGINEERING INC	\$ 5,000.00	ENGINEERING	PARK AVE STORM EXTENSION PLANS	BOC 10.6.2021 (2)
28661	CARPETS OF URBANA	\$ 2,700.00	CEMETERY	REPLACE WORN CARPET IN SHEPHARD MAUS	BOC 10.6.2021 (2)
28669	KIZER ELECTRIC LLC	\$ 9,485.00	WRF	PRESSURE SWITCH INSTALL (ELECTRIC)	BOC 10.13.2021(3)
28701	SNYDER'S HEATING & COOLING	\$ 18,230.00	PARK	BRYANT FURNACE/AC UNIT FOR NEW BUILDING OFFICE AREA	BOC 10.27.2021(3)
28702	COLUMBUS EPOXY FLOORING	\$ 7,500.00	PARK	HIGH BUILD EPOXY FLOOR COATING (NEW PARK OFFICE FLOOR)	BOC 10.27.2021(3)
28703	BRADEN LANCE CONSTRUCTION	\$ 9,475.00	PARK	TEAR OFF & REROOF DECK BUILDING & REMOVE SKYLIGHTS	BOC 10.27.2021(3)
28704	KLEINGERS GROUP	\$ 8,315.00	ENGINEERING	STORMWATER CONSULTING	BOC 10.27.2021(3)
28715	ATLANTIC EMERGENCY	\$ 3,224.82	FIRE	CONTROLLER FOR AERIAL, DIODE, LABOR/SHIPPING	BOC 10.22.2021(2)
28716	BRADEN LANCE CONSTRUCTION	\$ 14,756.00	ADMIN	TEAR OFF & REROOF 225 S MAIN STREET	BOC 10.22.2021(2)
28717	HERITAGE COOPERATIVE	\$ 3,979.00	CEMETERY	300 GAL DOUBLE WALL FUEL TANK	BOC 10.22.2021(2)
28718	OHIO EPA, STATE OF OHIO	\$ 7,765.98	WATER	COMMUNITY WATER SYSTEM LICENSE TO OPERATE	BOC 10.22.2021(2)

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Chris Boettcher  
Secretary

NOVEMBER 2021  
PURCHASE ORDERS \$2,501-\$50,000

PURCHASE ORDER #:	VENDOR :	PURCHASE ORD	DEPARTMENT :	EXPLANATION :	BOC APPROVAL DATE & VOTE:
28748	CDW-G	\$ 2,831.40	NON-DEPARTMENTAL	TREND MICRO WORRY FREE BUSINESS SECURITY ADVANCED- RENEWAL	BOC 11.8.21(3)
28749	BRUGH'S AUTO &TIRE	\$ 4,938.09	FIRE	REAR TIRES (5) & ONE SINGLE TIRE FOR ENGINE 1	BOC 11.8.21(3)
28754	HIGHLAND REAL ESTATE GROUF	\$ 6,000.00	NON-DEPARTMENTAL	LEGAL WORK- BRICKER & ECKLER PROPOSED TIF	BOC 11.8.21(3)
28756	RC CHILDS CO	\$ 5,750.00	NON-DEPARTMENTAL	MAIN ST 12' ALUM LED DECORATIVE LIGHTS (2)	BOC 11.8.21(3)
28761	BRADEN LANCE CONSTRUCTION	\$ 5,200.00	PARK	FINISH DRYWALL IN NEW PARK BUILDING	BOC 11.16.21(2)
28769	NATIONAL FLAG CO	\$ 1,921.80	CAPITAL IMPROVEMENT-CEMETERY	20FT FLAGPOLE W/ ABOVE GROUND FOUNDATION, WIRE CORE ROPE W/ LOCK BOX, 3X5 & 4X6 FLAGS	BOC 11.17.21(3)
28770	CCTSS	\$ 22,020.95	ADMIN	REPLACEMENT OF PHONE SYSTEM WITH IP PHONES & INSTALLATION	BOC 11.17.21(3)
28779	POLYDYNE INC	\$ 18,630.00	WWTP	SCREW/PRESS POLYMER 2300 LBS TOTE	BOC 11.17.21(3)
28783	A&B ASPHALT CORP	\$ 9,871.84	WATER	ASPHALT WATER LINE REPAIR 500 BLOCK SCIOTO STREET	BOC 11.24.21(3)
28784	A.E. DAVID COMPANY	\$ 3,011.64	POLICE	3 BODY ARMOR REPLACEMENTS	BOC 11.24.21(3)
28785	SNYDER'S HEATING & COOLING	\$ 3,025.00	PUBLIC WORKS	MUNICIPAL BLDG FALL PM HVAC, BOILER SEMI-ANNL PM, PRESSURE RELIEF VALVE	BOC 11.24.21(3)

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Chris Boettcher  
Secretary

**MEMORANDUM**

**To:** Bill Bean, Mayor  
Chris Boettcher, Director of Finance  
Mark Feinstein Director of Law  
Dean Ortlieb, Fire Chief  
Cat Jones, HR Manager  
Urbana City Council Members

**From:** Kerry Brugger, Director of Administration

**Date:** December 2, 2021

**Subject:** Summary of the Agreement between the City of Urbana and the Urbana Firefighters Association, I.A.F.F., Local 595 (Firefighters)

The current three (3) year Agreements with the Urbana Firefighters Assn., I.A.F.F., Local 595 (f.k.a. Local 1823) (Captains & Firefighters) expired November 14, 2021. Effective with the new Agreement, the firefighters and captains opted to have each unit negotiate separately.

Five (5) negotiation sessions were held, beginning October 7, 2021. Seventeen (17) Articles were brought forward for negotiation. Agreements were reached on all open items, and the management negotiations team reached a tentative agreement with the I.A.F.F., Local 595 on November 8, 2021. The union ratified the contract on November 23, 2021.

Ordinance 4390-21 (Firefighters) is being presented to City Council for authorization to sign the Agreement. Following is a brief description of the pertinent changes in each article of the Agreement, with negotiated Articles identified in **bold print**:

<b>Article Number</b>	<b>Title of Article</b>	<b>Pertinent Changes</b>
<b>1</b>	<b>Agreement/Purpose</b>	<b>Changed Local No. to 595</b>
2	Recognition and Dues Deduction	Eliminated "Fair Share" language in compliance with the SCOTUS "Janus Decision".
3	Management Rights	Left as current language.
4	Labor/Management Committee	Left as current language.
5	Seniority, Layoff/Recall	Left as current language.
6	Military Leave	Left as current language.
7	Jury Duty	Left as current language.
<b>8</b>	<b>Base Rate of Pay</b>	<b>Agreed to a one-time re-alignment adjustment across all steps 3%, 3% base wage increase in each contract year.</b>
9	Equal Pays	Deleted & incorporated language in Article 8.
<b>10</b>	<b>Paramedic Compensation</b>	<b>Left as current language. (Updated table to reflect base pay increase.)</b>



11	<b>Medical, Hospital, Life, and Liability Insurance Benefits.</b>	Left as current language
12	<b>Sick Leave</b>	Left as current language.
13	<b>Personal Days</b>	>Eliminated tie-in of earning personal days with not using sick leave. >Provided four (4) personal days for use each calendar year. Unused time will be transferred to vacation balance. >Added language applicable to 40 hr. personnel.
14	<b>Overtime and Compensatory Time</b>	>Added clarifying language for computing overtime. >Added language applicable to 40 hr. personnel.
15	<b>Holidays</b>	Left as current language.
16	<b>Vacation (Annual Leave)</b>	>Adjusted annual leave schedule and established a template to clarify eligibility for each level. >Added language applicable to 40 hr. personnel.
17	<b>Extended Injury Leave/Modified Duty</b>	Left as current language.
18	<b>Uniform Allowance</b>	Left as current language.
19	<b>Education Incentive Plan</b>	Adjusted language to allow tuition reimbursement (up to \$1,500/year) for successful completion of accredited certificate or degreed programs in Fire Science, Fire & EMS Management, The Ohio Fire Chief's Association's Executive Officer, or other relevant coursework pre-approved by the Fire Chief.
20	<b>Personal Property Replacement</b>	Left as current language.
21	<b>Food Allowance</b>	Added language applicable to 24-hour shift personnel.
22	<b>Drug &amp; Alcohol Policy</b>	Left as current language.
23	<b>Residency</b>	Left as current language.
24	<b>Recall Procedure</b>	>Revised Article to remove language referencing the CAD

		<p>call list from the Champaign County Communication Center, including Appendix 'A'</p> <p>&gt;Added language that Fire Chief or his/her designee shall initiate a Recall.</p> <p>&gt;Added language that the Recall overtime would be based on closest proximity to the firehouse.</p>
25	<b>Health and Safety</b>	<b>Left as current language.</b>
26	<b>Leap Year Rotation</b>	<b>Left as current language.</b>
27	Transfers	Left as current language.
28	<b>Duration</b>	<b>Agreed to a 3-year contract; 11/15/21 to 11/14/2024</b>
29	Grievance Procedures (Discipline & Interpretation of Contract)	Left as current language.
30	Severability	Left as current language.
31	Nondiscrimination	Left as current language.
32	Inconsistent Ordinance Repealed	Left as current language.
MOU (Memorandum of Understanding)	Batavia	No change. In 2000, a Union circumvented an Agreement by arguing that the employer had not met their statutory obligation to layoff standards in the Ohio Revised Code (ORC). The Employer argued that they had no ORC obligation since they have an Agreement. The Ohio Supreme Court sided with the Union. This MOU stops this problem.
MOU (Memorandum of Understanding)	Training & Education	No Change. The City shall continue to provide, at no cost to the EMT-B / Paramedic: 1.) ACLS refresher as needed. 2.) Continuing education hours annually on Standard Orders (protocol). 3.) FETN online continuing education or equivalent substitute.
MOU (Memorandum of Understanding)	<b>Future Lieutenant Classification</b>	<b>Commitment of the City of Urbana to schedule a meeting with I.A.F.F. Local 595 and negotiate the economic changes identified within the final ratified Labor Agreement by</b>

		<p>and between the City of Urbana and the Urbana Firefighters Assn., I.A.F.F., Local 595, relevant to the addition of the lieutenant position(s) when it is announced, and identified as:</p> <ul style="list-style-type: none"><li>• Article 8: Base Rate of Pay</li><li>• Article 9: Equal Pays</li><li>• Article 10: Paramedic Compensation</li></ul>
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**LABOR AGREEMENT**

by and between the

**CITY OF URBANA, OHIO**

and the

**URBANA FIREFIGHTERS ASSOCIATION,**

**I.A.F.F., LOCAL 595**

**SERB Case No. 2021-MED-09-1164**

**FIREFIGHTERS**

**Effective 11/15/2021 to 11/14/2024**

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## ARTICLE 1

### AGREEMENT/PURPOSE

This contract sets forth the agreement between the City of Urbana, hereinafter referred to as the "Employer" and the Urbana Firefighters Association I.A.F.F. Local 595, hereinafter referred to as the "Union," which represents employees of the City of Urbana Fire Division as specified herein. Specifically, the agreement addresses matters pertaining to wages, hours or terms and other conditions of employment mutually expressed between the parties.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

## ARTICLE 2

### RECOGNITION AND DUES DEDUCTION

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, fringe benefits, hours of work, working conditions and any other term or condition of employment for the following bargaining unit: all full-time non-probationary fire fighters.

There shall be no discrimination by the Employer or the Union against any employee on the basis of such employee's membership or nonmembership in the Union.

Members of the bargaining unit shall hereinafter be referred to as Employees. In the event that a new position is created within the Fire Division, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Union. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City and the Union. If the parties still do not agree, the City shall implement its determination, subject to petition to SERB pursuant to Chapter 4117 of the ORC and the SERB rules and regulations.

The Employer agrees to withhold the Union dues of all Union members from the available wages earned by such Union members each month, and to transmit the same to the Union as soon as practicable, but no later than ten (10) calendar days following the pay in which the dues were withheld. Employer shall act in compliance with applicable state and federal laws.

The Employer will notify the Union of all new hires, within the bargaining unit, within ten (10) days after their having been accepted, furnishing the Union with the new employee's name and the position for which he or she was hired.

If any employee does not have a check coming to him or the check is not large enough to satisfy the authorized deduction, no collection shall be made from the employee that month.

The Union agrees to hold the Employer harmless against any claim instituted against it on account of the application of this section.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just causes, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees, including the assignment and allocation of work; to introduce new and/or improved equipment, method and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, assignment of employees, duties to be performed, qualification required and areas worked, subject to the restrictions and regulation governing exercise of these rights as are expressly provided herein and as permitted by law.

### **ARTICLE 4**

#### **LABOR/MANAGEMENT COMMITTEE**

In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than three (3) members from each party will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances, but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

### **ARTICLE 5**

#### **SENIORITY, LAYOFF/RECALL**

##### **SENIORITY**

Seniority, as that term is used in this Agreement, is defined as an employee's continuous service with the Fire Division of the City, as a full time regular employee to be computed from the employee's last date of hire. Seniority will be used for the purpose of determining layoff and recall rights.

An employee's service with the City shall be calculated for the purpose of determining the employee's eligibility for all fringe benefits.

Any employee shall lose his/her seniority for the following reasons:

1. Retirement
2. Resignation
3. Discharge without the discharge being reversed through the procedures set forth in this Agreement or through legal procedures.
4. Unpaid leave of absence (for the duration of the leave).

## **LAYOFF/RECALL**

In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on the bargaining unit employees.

The Employer may layoff employees due to lack of work, lack of funds, or job abolishment. Affected employees shall receive notice of any long term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Employees shall be laid off by inverse order of seniority:

1. Temporary employees
2. Probationary employees
3. Full time regular employees

When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to least senior employee up to the number of employees to be recalled. The employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

## **ARTICLE 6**

### **MILITARY LEAVE**

Military leave shall be granted and applied pursuant to applicable state and federal laws.

## **ARTICLE 7**

### **JURY DUTY**

Whenever a firefighter of the Fire Division shall be required to serve on a jury of any municipal, county, state, or federal court, the employee shall be compensated at his/her regular rate of pay for the time lost during his/her regular work schedule, less any payment from the court. The Director of Administration may establish regulations implementing jury duty payment.



**ARTICLE 8**

**BASE RATE OF PAY**

Firefighters in the Division of Fire in the following grades shall receive the following base hourly rates of pay:

Effective 11/15/21			Effective 11/15/22			Effective 11/15/23		
YEAR 1			YEAR 2			YEAR 3		
Years of Service	Hourly Rate	Annual Base Salary	3% Increase	Hourly Rate	Annual Base Salary	3% Increase	Hourly Rate	Annual Base Salary
Probationary	17.54	\$52,444.60	Probationary	18.07	\$54,011.01	Probationary	18.61	\$55,631.34
After 1 year	18.42	\$55,066.83	After 1 year	18.97	\$56,720.30	After 1 year	19.54	\$58,421.91
After 2 years	19.34	\$57,820.17	After 2 years	19.92	\$59,561.40	After 2 years	20.52	\$61,347.62
After 3 years	20.30	\$60,711.18	After 3 years	20.91	\$62,517.91	After 3 years	21.54	\$64,396.53
After 4 years	21.32	\$63,746.74	After 4 years	21.96	\$65,659.20	After 4 years	22.62	\$67,630.21
After 5 years (Top)	22.39	\$66,934.08	After 5 years (Top)	23.06	\$68,954.48	After 5 years (Top)	23.75	\$71,012.50
After 10 years (2.5% Above Top)	22.95	\$68,607.43	After 10 years (2.5% Above Top)	23.64	\$70,679.12	After 10 years (2.5% Above Top)	24.35	\$72,804.11
After 15 years (5% Above Top)	23.52	\$70,322.61	After 15 years (5% Above Top)	24.23	\$72,434.54	After 15 years (5% Above Top)	24.96	\$74,621.13
After 20 years (7.5% Above Top)	24.11	\$72,080.68	After 20 years (7.5% Above Top)	24.83	\$74,251.57	After 20 years (7.5% Above Top)	25.57	\$76,468.95

Employees shall receive standard bi-weekly pays, with the amount equal to the appropriate hourly rate times the number of hours worked averaged over a 21-day period.

The Director of Administration shall assign firefighters of the Fire Division to steps which shall constitute the salary of individual firefighters.

When a firefighter is assigned by the Chief or other superior officer to serve as Acting Captain or other equivalent title, such firefighter shall be entitled to receive 5% premium pay over the regular pay scale for that individual, commencing on the first hour such individual is so assigned.

Whenever a firefighter is assigned by the Fire Chief or other superior officer to work as a Captain at a fire or other official capacity away from the Municipal Building complex, that firefighter shall be compensated at a rate of 5% premium pay over the regular pay scale for that individual, for the duration of such assignment.

**ARTICLE 9**

**PARAMEDIC COMPENSATION**

In addition to his/her base rate of pay, any firefighter of the Fire Division, under the provision of this ordinance, who is actively performing as a certified paramedic, shall be compensated on an hourly basis of 5% above base pay, as set forth below:

<u>Years of Service</u>	<u>11/15/2021</u>	<u>11/15/2022</u>	<u>11/15/2023</u>
<b>Probationary</b>	\$ 0.88	\$ 0.90	\$ 0.93
<b>After 1 year</b>	\$ 0.92	\$ 0.95	\$ 0.98
<b>After 2 years</b>	\$ 0.97	\$ 1.00	\$ 1.03
<b>After 3 years</b>	\$ 1.02	\$ 1.05	\$ 1.08
<b>After 4 years</b>	\$ 1.07	\$ 1.10	\$ 1.13
<b>After 5 years</b>	\$ 1.12	\$ 1.15	\$ 1.19
<b>After 10 years</b>	\$ 1.15	\$ 1.18	\$ 1.22
<b>After 15 years</b>	\$ 1.18	\$ 1.21	\$ 1.25
<b>After 20 years</b>	\$ 1.21	\$ 1.24	\$ 1.28

When a firefighter of the Fire Division first attains certified paramedic status, the Fire Chief shall certify such fact to the Director of Finance. The firefighter's hourly pay shall then be adjusted accordingly effective the first day of the pay period following the Fire Chief's certification.

Off-duty time spent in required training to maintain paramedic certification, as approved by the Fire Chief, shall be compensated at a rate of 2.15 times the firefighter's base hourly rate of pay.

In addition, after the paramedic has performed in this capacity for a continuous period of fifteen (15) years, the firefighter, at the employee option, is no longer required to maintain his/her status as a paramedic. This option will only be available if no more than six (6) bargaining unit employees within the Fire Division are certified as an EMT-Basic.

**ARTICLE 10**

**MEDICAL, HOSPITAL, LIFE AND LIABILITY INSURANCE BENEFITS**

Section 10.1. The Employer shall furnish medical, hospitalization and major medical insurance for each employee in accordance with the terms of the Employer's group health care plan. Commencing with the effective date of this collective bargaining agreement, the Employer shall pay ninety percent (90%) of the monthly premiums, and each employee who opts to participate in the employer-furnished coverage shall pay the remaining ten percent (10%) of the monthly premiums by payroll deduction, for medical, hospitalization and major medical insurance for each employee and the eligible dependents of each employee.

Section 10.2. The Employer shall make dental and vision insurance coverage available to each bargaining unit member. Commencing with the effective date of this collective bargaining agreement, the Employer shall pay ninety percent (90%) of the premiums, and each employee who

opts to participate in the coverage shall pay the remaining ten percent (10%) of the premiums for single or family vision and dental insurance. Employee contributions shall be paid by payroll deduction.

Section 10.3. The Employer shall additionally furnish and pay the premium for group life insurance. Said insurance shall be in the amount of \$35,000 term and the amount of \$35,000 accidental death and dismemberment coverage in accordance with the terms of the Employer's group life plan. If consistent with the City's group life insurance policy then in effect, each employee shall also be permitted to purchase, through payroll deduction, additional life insurance coverage through the City's group life insurance carrier at cost for the additional coverage.

Section 10.4. Notwithstanding the language of Sections 10.1 and 10.2 of this article, the employees covered by this collective bargaining agreement will not be obligated to contribute the ten percent (10%) co-payments addressed in those sections unless and until an administrative directive makes those co-payment obligations applicable to all City employees who are eligible to participate in the insurance coverages addressed in those sections.

Section 10.5. Option to Decline Insurance Coverage. Employees who are able to obtain insurance through a spouse or other source may choose to decline coverage under the City's group health insurance plan and its dental and vision insurance plans. Each eligible employee who elects to decline all city-supplied, single and family insurance coverage will receive \$5,000 per year from the City. The City will issue payment for one half of the opt-out incentive on the second pay date in March and one half of the opt-out incentive on the second pay date in September.

As an alternative, an otherwise-eligible employee may elect to decline participation in the City's group health insurance plan, but continue to participate in the City's dental and/or vision plans. In the event that an otherwise-eligible employee opts to decline participation in the City's group health insurance coverage, but chooses to maintain participation in both the dental and vision plans, the employee will receive \$2,000 per year from the City. The City will issue payment for one half of the opt-out incentive on the second pay date in March and one half of the opt-out incentive on the second pay date in September. In the event that an otherwise-eligible employee opts to decline participation in the City's group health insurance coverage but chooses to maintain participation in either the dental or vision plan, but not both, the employee will receive \$2,250 per year from the City. The City will issue payment for one half of the opt-out incentive on the second pay date in March and one half of the opt-out incentive on the second pay date in September. All of the cash in-lieu-of insurance coverage options require that the employee decline both single and family coverage for the insurance in question.

In order to be eligible to exercise any of the cash in-lieu-of insurance options enumerated above, an employee must provide the City with a completed, signed request and waiver form identifying the type or types of city-supplied insurance that the employee has elected to decline (limited to the options enumerated above). The employee must include a written statement indicating that the employee has an alternative source of health insurance coverage. The City will provide employees with a request and waiver form for these purposes. An eligible employee wishing to exercise the option to receive cash in-lieu-of insurance coverage must submit the completed form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise a cash in-lieu-of insurance coverage option.

An employee, who separates from city employment, voluntarily or involuntarily, must repay to the City on a pro rata basis cash received in-lieu-of insurance coverage corresponding to the period of

time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the City. This Section in no way affects employees' eligibility for city-supplied life insurance coverage.

Section 10.6. An Insurance Committee was formed to address the insurance coverage provided by the City of Urbana to its bargaining unit and non-bargaining unit employees. This Insurance Committee shall continue to operate throughout the term of this collective bargaining agreement. The Committee shall consist of representatives from the following bargaining units: Firefighters (1), Fire Captains (1), Police Officers (1), Police Sergeants (1), and Teamsters (2). Additionally, the Committee shall include two (2) non-bargaining unit representatives (Court Staff & Central Staff), the City's Director of Administration or designee, and an attorney designated by the City. The bargaining units and other employee groups may choose to have an employee, and/or a non-employee (e.g., an attorney, union official or other advisor) to serve as their representative on the Committee or to be present as an advisor or observer.

The Committee shall meet on a quarterly basis, the schedule for which will be determined at the initial committee meeting and thereafter as required. The Insurance Committee's actions and recommendation shall have no force and effect unless a quorum of committee members (a majority of committee members) is present and participates in the committee's determinations regarding recommendations. The Committee shall be responsible for exploring ways in which the City of Urbana can improve the City's insurance offerings and to control insurance costs. The Committee will make recommendations to the City Administrator and City Council regarding the selection of insurance coverage and contracts. The City will review the Committee's recommendation(s) prior to entering into new contracts for insurance coverage, and will endeavor to adhere to the Committee's recommendation(s) unless there is a documented business reason for opting to deviate from the Committee's recommendation(s). In the latter case, the City will provide the Committee with a written explanation of the City's reason for declining to follow the Committee's recommendation.

## **ARTICLE 11**

### **SICK LEAVE**

Sick leave shall be accumulated without limit by employees of the Fire Division at the rate of 4.6 hours for each 80 hours of service.

Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.

- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five calendar (5) days. One (1) of the days must be the date of the funeral.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall include the grandparents, parents, brother, sister, spouse, child, stepchild, step-parent, step-grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, sister-in-law, brother-in-law, son-in-law, and legal guardian or other person who stands in the place of a parent (in loco parentis).

Other individuals may be included as determined by the Director of Administration or his designee.

Each employee using sick leave must furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, a signed statement stating the nature of the illness or injury, from a licensed physician, is required. Employees shall be required to justify the use of sick leave in excess of two (2) duty days with a statement from a licensed physician. Employees who apply for sick leave for reasons not authorized by this Agreement, exhibit patterns of sick leave use indicative of sick leave abuse, or otherwise misuse sick leave will be subject to progressive discipline. If the Chief has reason to believe that an employee is abusing sick leave, he shall require the employee to submit to a medical examination and/or supply a physician's statement for each period of sick leave. In the event that the Chief requires an employee to submit to an examination, the examination will be performed by a physician appointed by the Employer at the expense of the Employer.

Upon termination of employment or retirement, an employee may elect to be paid according to the following schedule:

Employees retiring, resigning, or otherwise leaving employment in good standing with:

20 or more years service	1/3 of accrued sick leave
10 to 20 years service	1 /3 of 150 days at 12 hour/days
1 to 10 years service	1/4 of 120 days at 12 hour/days
Employee's Estate	1/3 of accrued sick leave

An employee who is laid-off shall be eligible for cash-out of accumulated sick leave according to the schedule above, but shall have the option of leaving his/her sick leave in place as long as the recall list (defined in Article 5) is active.

An employee who is terminated shall not be entitled to any payment for accumulated sick leave.

Otherwise accrued and unused sick leave shall be deemed canceled upon an employee's termination; provided, nevertheless that the accrued and unused sick leave for which no pay is

received hereunder, shall be restored to that employee who is re-employed within ten (10) years of termination.

The Director of Administration may issue regulations whereby an employee, nearing and prior to retirement, may at the mutual agreement of the employee and the Director of Administration, convert accumulated sick leave to cash payment. Such regulation shall be limited as follows:

1. No employee may exchange sick leave for cash at a rate higher than herein provided.
2. No employee may make such exchange unless he/she will be eligible for retirement pay of at least 50% of his/her current salary, within 24 months.
3. Sick leave so exchanged is canceled.

## **ARTICLE 12**

### **PERSONAL DAYS**

Employees shall receive four (4) personal days on January 1<sup>st</sup> of each calendar year. Personal days must be used within the calendar year being January 1<sup>st</sup> through December 31<sup>st</sup>, in which the personal days are received. Personal days must be used in full shift day increments.

The Employee's current personal days balance shall be transferred to vacation time as of December 31, 2021.

Members transferring from a twenty-four (24) hour rotation to a forty (40) hour week shall have time accrued converted to a forty (40) hour equivalent. Member transferring from a forty (40) hour week to a twenty-four (24) hour rotation shall have time accrued converted to twenty-four (24) hour rotation equivalent.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued personal time, at said employee's current rate of pay.

## **ARTICLE 13**

### **OVERTIME AND COMPENSATORY TIME**

Employees shall be on a 21 consecutive day work period for the purpose of computing overtime. Employees assigned to a Unit day rotation shall be regularly scheduled to work a tour of duty consisting of 24 consecutive hours and shall be off the following 48 hours consecutive hours. Regularly scheduled time worked in excess of 159 hours in a work period shall be compensated at a rate of one and one half (1.5) times the employee's hourly rate of pay. Any time worked other than regularly scheduled time shall be compensated at the rate of 2.15 times the employee's hourly rate of pay, if the employee takes the compensation as cash overtime compensation in the pay period corresponding to the time the compensation is earned.

Employees assigned to a permanent forty (40) hour position, or temporary forty (40) hour assignment, shall be scheduled a standard work week of Monday through Friday, 0800-1600, or otherwise dictated by departmental needs. While assigned in this capacity, the employee shall be paid the standard pay rate to which they are entitled times one and four tenths (1.4). Overtime for forty (40) hour position shall be compensated at one and one half (1.5) times the aforementioned

forty hour positions shall be compensated at one and one half (1.5) times the aforementioned forty hour pay rate, and will include any time accrued beyond forty hours in a calendar week.

As used herein, hourly rate of pay shall include base hourly rate of pay, paramedic compensation, and educational incentive plan payment. In the event that an employee opts to take compensatory time in lieu of cash overtime compensation, as authorized by this article, the employee may take such compensatory time off work as permitted by the Fire Chief, or designee, at the rate of one and one-half (1.5) hours of time off work per hour of accrued compensatory time at a time mutually convenient to the employee and the Fire Chief or designee.

Time worked for the purpose of this section, shall be defined as the sum of hours actually worked and hours of authorized leave used.

Overtime shall be computed to the nearest fifteen (15) minutes.

When an employee is called in for unscheduled work, overtime shall be for time actually worked, and in no case less than three (3) hours. An employee called in to work before the start of a regularly scheduled work shift is not entitled to the aforementioned three (3) hour minimum call in pay if the period of work abuts the shift. An employee held over from a regularly scheduled shift will not be entitled to the three (3) hour call in minimum. An employee required to be held over in the morning, after 08:00, shall be paid for actual hours worked, in fifteen (15) minute increments, rather than the three (3) hour minimum set forth elsewhere in this contract. Employees held over/called in shall be released immediately after equipment and personnel are returned to levels established by the "Read and Sign" Policy currently in effect or as may be revised from time to time. An employee who has been called in for unscheduled work, then is released from that work and later accepts another recall before the original three (3) unscheduled hours have expired, shall be paid for only a single three (3) hour overtime "call in" payment, or for actual overtime worked, whichever is more. In no event shall an employee become entitled to more than a single, three (3) hour minimum call-in payment for reporting to work during those three (3) hours of unscheduled time, even if the employee reports more than once during that time. At no time shall any employee "double dip" or collect overtime twice for the same period of time.

Employees who are called-in for unscheduled work, are released from that work and later fail to respond to a subsequent call-in within the same three (3) hour period will relinquish their right to the guaranteed three (3) hour minimum call-in pay for their initial call-in during that period. Such employees will receive compensation only for their actual time worked during the three (3) hour period, at the overtime rate of compensation.

Employees may accrue compensatory time in lieu of cash overtime payment in the manner specified in this Article. An employee's compensatory time balance shall not exceed 240 hours. Compensatory time earned during holidays counts toward and is subject to this two hundred forty (240) hour cap. Accrued compensatory time may be cashed out, in full or in part, at the employee's regular rate of pay at the employee's request.

Any employee who has accrued and unused compensatory time off at the time of his/her termination of employment shall be paid for such time at the rate of pay at termination.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued compensatory time, at said employee's current rate of pay.

## ARTICLE 14

### HOLIDAYS

All employees shall be entitled to the following paid holidays:

- |                                |                                   |
|--------------------------------|-----------------------------------|
| 1. New Years Day,              | The first day in January          |
| 2. Decoration or Memorial Day, | The last Monday in May            |
| 3. Independence Day,           | The fourth day in July            |
| 4. Labor Day,                  | The first Monday in September     |
| 5. Veterans Day,               | The eleventh day in November      |
| 6. Thanksgiving Day,           | The fourth Thursday in November   |
| 7. Christmas Day,              | The twenty-fifth day of December  |
| 8. The Employee's birthday,    | Floating                          |
| 9. Christmas Eve,              | The twenty-fourth day of December |
| 10. Easter Sunday              |                                   |
| 11. Martin Luther King Day     |                                   |

Compensation for these holidays shall be determined by multiplying the employee's hourly rate of pay at the time of payment by one and forty-four hundredths (1.44) by eight (8) hours for each holiday.

Payment for holidays shall be made at the time of the first pay in November.

An employee who works on the actual designated holiday, (whose shift is scheduled to start on the holiday) shall be compensated at a rate of  $1.5 \times 8 \times 1.44 \times$  base pay plus 16 x base pay (calculation for holiday pay) in lieu of his/her regular pay for that day of work or may elect to receive compensatory time at a rate of one hour for each hour worked.

An employee shall not receive holiday pay if:

1. He/She is not on active pay status on the day which the holiday falls;
2. He/She has an unauthorized absence on his/her regularly scheduled working day immediately preceding or following a holiday;
3. Having been scheduled and required to work on a holiday, he/she fails to report for work without justifiable reason.

Upon termination, the employee shall receive payment for any holiday occurring between January 1 of that year and the date of termination inclusive. Should an employee terminate after payment of holiday pay but before any holiday that calendar year, the employee's final pay shall be adjusted to recover payment for said holiday.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for any holiday occurring between January 1 of that year and the date of his/her death inclusive.



**ARTICLE 15**

**VACATION (ANNUAL LEAVE)**

Employees of the Fire Division shall be entitled to annual leave with full pay according to the following schedule:

Years of Service	Number of Weeks	40 Hour Shift		24/48 Hour Shift	
		Annual Hours	Number of Hours Earned per Pay Period	Annual Hours	Number of Hours Earned Per Pay Period
After 1 year	2	80	3.08	120	4.62
After 5 years	3	120	4.62	168	6.46
After 10 years	4	160	6.15	240	9.23
After 15 years	5	200	7.69	288	11.08

Beginning with the second year of service, employees shall be entitled to annual leave. Upon completion of one year of employment, an employee shall be credited with two (2) weeks of vacation based on their shift assignment. Thereafter, leave will accrue, according to the above schedule, on a prorated basis for each hour worked.

Members transferring from a twenty-four (24) hour rotation to a forty (40) hour week shall have time accrued converted to a forty (40) hour equivalent. Member transferring from a forty (40) hour week to a twenty-four (24) hour rotation shall have time accrued converted to twenty-four (24) hour rotation equivalent.

Vacation shall be scheduled with due regard for seniority, employees' preference and the needs of the Division. Annual vacation leave may be accrued for up to three years with the approval of the Fire Chief. And upon retirement any such accrued and unused vacation leave may be exchanged for cash payment at the rate of one hour cash payment for each hour of accrued and unused vacation leave at the employee's base rate of pay at retirement.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued annual leave, based on the rate of exchange that the employee would be entitled to and all other compensation paid to the employee's estate as a result of the employee's death.

**ARTICLE 16**

**EXTENDED INJURY LEAVE**

Section 16.A. Extended Injury Leave. Any employee who is injured or contracts a covered contagious disease in the course of his/her employment to the extent that he/she is eligible for total temporary disability from the Bureau of Workers' Compensation and/or the Industrial Commission shall be entitled to the following leave benefits:

- (1) If time lost because of injury is less than seven (7) calendar days the employee's sole benefit shall be his/her accumulated sick leave benefits.
- (2) If the time lost because of injury, as described above, exceeds seven (7) calendar days, the employee at his/her election may continue to receive his/her accumulated sick benefits, elect to receive extended injury leave benefits, from the Employer for a period

not to exceed ninety (90) calendar days per incident, or file for benefits under Workers' Compensation.

- (3) If after receiving extended leave benefits from the Employer for ninety (90) calendar days the employee is still unable to perform his/her duties he/she then may elect to use accumulated sick leave benefits or file for benefits under Workers' Compensation.

Extended injury leave benefits shall be calculated and computed in the same manner as sick leave benefits although they shall not be charged against the employee's sick leave. Elections once made by the employee shall be irrevocable as to the benefits already received. However, the employee may exercise his/her choices under sub-paragraphs 16A(2) and 16A(3) regarding future benefits.

The Employer may require certification from a qualified physician to support payment of extended injury leave benefit. The Employer shall have the right to order a physical examination by a qualified physician of its choice and at its expense at any time during the duration of extended injury leave.

Any dispute as to the eligibility of the employee for total temporary disability shall be resolved by the Ohio Bureau of Workers' Compensation and/or Industrial Commission, whose decision shall be final.

Sick leave, extended injury leave and Workers' Compensation other than rehabilitation services may not be used concurrently in such a manner to compound benefits.

Extended injury leave shall be limited to ninety (90) calendar days per incident. Such days need not be consecutive on the event of recurring disability; however, this provision shall not be used to exclude scheduled days off in the calculation of the ninety (90) calendar days.

The Employer will continue to pay its portion of the group health insurance premium for the entire period of extended injury leave. Furthermore, if the occupational illness or injury extends beyond ninety (90) calendar days, the Employer will continue to pay its portion of the group health insurance premium for an additional period not to exceed three hundred sixty five (365) calendar days from the date of injury or illness, provided, the employee continues to be eligible for receipt of total temporary disability benefits as authorized by the Ohio Industrial Commission.

## **ARTICLE 17**

### **UNIFORM ALLOWANCE**

Each employee of the Fire Division shall be entitled to payment of \$900.00 annually for the purpose of maintaining and/or replacing uniforms and equipment.

One quarter of said amount shall be paid to each employee on the first pay date of each calendar quarter. Any individual who has, for any reason, terminated service prior to the first pay date of a particular calendar quarter shall be eligible to receive payment for that quarter.

In lieu of the new employee's first year uniform allowance, the City shall bear the cost, up to \$900.00, of all needed uniforms, as dictated in the uniform policy effective on their date of hire. The City shall provide the normal set of accessories for the uniform. The City shall provide the new employee with a set of properly fitted turnout equipment. The turnout equipment shall be

made of PBI material or better, per the requirements as set out by the National Fire Protection Association's (NFPA) most recent standard.

New employees will receive their first quarterly uniform allowance in the first quarter following the completion of their first year of service.

Rehired employees shall be eligible for payment for the first full calendar quarter following the employee's date of hire (rehire date prior to the first pay date of the calendar quarter).

The City shall provide safe and serviceable personal protective equipment (turnout gear) to each bargaining unit member. The equipment will meet the following requirements:

- 1.) NFPA Compliant
- 2.) PBI quality or better
- 3.) Specifically measured/fit for the bargaining unit member

Payment of the quarterly allowance may be delayed upon request by the Fire Chief or Acting Fire Chief for any employee who, in the opinion of the Fire Chief or Acting Fire Chief, fails to properly maintain his/her uniform or equipment. Such delayed payments will only be made upon subsequent approval by the Fire Chief or Acting Fire Chief.

The city shall bear the expense of the initial issue of uniforms, or uniform parts, in the event the City revises the current uniform requirements.

## **ARTICLE 18**

### **EDUCATIONAL INCENTIVE PLAN (EIP)**

Section 18.1. In keeping with the Employers policy of encouraging the professional improvement of its fire personnel, the Employer shall provide an educational incentive pay plan for the sworn members of the Fire Division above the probationary grade.

Section 18.2 Each permanently appointed member of the Fire Division shall receive, in addition to his/her authorized pay range classification and in accordance with the following rules, regulation and schedule, an amount as set forth below:

- (1) An employee who receives the Associate's Degree shall receive 2% additional pay after providing the Employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.
- (2) An employee who receives the Bachelor's Degree shall receive 4% additional pay after providing the Employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.

Section 18.3. Each permanently appointed member of the Fire Division, shall receive tuition reimbursement up to \$1,500.00 per calendar year after providing the Employer proof of successful completion of accredited certificate or degreed programs in Fire Science, Fire & Ems Management, The Ohio Fire Chief's Association's Executive Officer, or other relevant coursework pre-approved by the Fire Chief, which shall be completed during the employee's non-working hours.

All coursework subject to reimbursement pursuant to this Section shall be approved in advance by the Fire Chief. An employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.

Employee will not be eligible for tuition reimbursement for any tuition covered by another governmental or private agency.

Notwithstanding the above change the two (2) bargaining unit members, mentioned in the attached internal Memo, will remain at the current 3% and 6% educational incentive pay guidelines as per the 11/15/2015 thru 11/14/2018 contract language.

## **ARTICLE 19**

### **PERSONAL PROPERTY REPLACEMENT**

The Employer shall replace or repair all personal property, except uniforms, of the employee, commonly worn or used while working, which is damaged or lost while the employee is on duty; unless such damage or loss is due to the negligence of the employee, in which case the employee shall bear the cost.

## **ARTICLE 20**

### **FOOD ALLOWANCE**

The Employer shall provide twenty-four (24) hour shift employees with a total of \$2.50 per employee normally assigned per day, including the Captain of the shift if he/she usually dines with the shift personnel.

Such daily payment shall be made to the employees collectively in a manner prescribed by the Director of Administration.

## **ARTICLE 21**

### **DRUG AND ALCOHOL POLICY**

Section 21.1. Prohibition. Subject to the exception noted below in Section 22.7, employees are prohibited from possessing, using or being under the influence of alcohol or controlled substances during working hours. Employees who violate this prohibition are subject to discipline, up to and including termination.

Section 21.2. Testing. The City may subject applicants or employees to pre-employment, post-accident, post-injury, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. Employees having positive test results are deemed to violate Section 21.1's prohibition(s).

Reasonable suspicion testing is warranted when a supervisor has a reasonable basis for suspecting that the employee is under the influence of alcohol or a controlled substance during working hours.

A supervisor who will be called upon to make a reasonable suspicion determination must be trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behavior that are associated with use. Such supervisors will receive 60 minutes of training on the signs and symptoms of drug abuse, and an additional 60 minutes of training on signs and symptoms of alcohol misuse. The supervisor who makes the actual observation does not have to be the employee's direct supervisor, but can be any City employee having supervisory or managerial responsibilities over the bargaining unit and who has received the aforementioned probable cause training.

The City reserves the right to administer random drug and/or alcohol testing to bargaining unit members. All testing will be done in accordance with the provisions set forth in Section 21.6 and other relevant provisions of this Article.

Random Alcohol: The number of tests to be performed annually will not exceed 25% of applicable city employees.

Random Drug: The number of tests to be performed annually will not exceed 50% of applicable city employees.

Section 21.3. Where an employee has been ordered to undergo reasonable suspicion testing, post-injury testing, or post-accident testing, he/she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the employee shall be returned to assigned duties, if the employee is otherwise able to perform his/her job duties.

Section 21.4. An employee's refusal or failure, when ordered, to timely submit to testing permitted under this article will result in the employee being deemed to have failed such test and may subject the employee to discipline, up to and including discharge. By taking a test, an employee does not waive any objections or challenge he or she may possess. Within twenty-four (24) hours of the time the employee is ordered to submit to a test, the City shall provide the employee with a written notice setting forth the information and observations which form the basis of the order. A written explanation of the probable cause shall be given to the employee prior to the administration of the test. The employee shall be given time to contact a labor or Union representative.

Section 21.5. CDL Holders. In the event that any bargaining unit employee performs job duties for which the employee is required to possess a Commercial Drivers License, federal law subjects the employee to mandatory drug and alcohol testing procedures, including those specified in Federal Highway Administration regulations in 49 CFR Part 382. These regulations provide for pre-employment, post-accident, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. The City will carry out testing for controlled substances as required by applicable federal law in the case of CDL holders, or any other employees subject to mandatory federal drug testing requirements.

Section 21.6. Testing Procedure. The City reserves the right to use the services of an independent entity to perform drug and/or alcohol testing services for City employees. In the absence of an agreement to the contrary by the City and the Union, drug testing shall be performed using urinalysis and alcohol testing shall be performed using either a blood test, urine test, or evidential breath-testing device. Collection of samples shall be conducted in a manner that is consistent with Department of Health and Human Services (HHS) guidelines. The drug testing cutoff levels will be consistent with standards set by HHS. Urine specimens will be collected, stored and transported in a manner consistent with HHS guidelines. The collection of blood and breath samples will be

conducted in a manner consistent with HHS guidelines, if applicable. The City and the independent entity performing testing on behalf of the City will follow all HHS guidelines for the chain of custody paperwork. If the chain of custody is broken for any sample, then that test shall be considered a canceled test and may not be used for any purpose.

### Urinalysis for Drug Testing

All urine samples will be collected in a private and secure bathroom. All specimens will be packaged and sealed by the independent entity or designee(s), and the seal initialed by the employee to ensure that the specimen is not tampered with in any manner. All specimens will be packaged as split specimens, except the for non-CDL pre-employment samples. Split sample tests will be available to the employee for independent analysis, at a HHS certified laboratory, if there is a positive test result. The standards used for drug testing shall be the HHS standards in effect at the time the test was administrated. Specimens are to be tested for adulterants, creatinine and specific gravity values. An adulterated specimen is defined as a specimen that contains a substance not expected to be present in human urine, or contains a substance to be present but the concentration level is so high that is not consistent with human urine. A diluted specimen is defined as a specimen with creatinine and specific gravity values that are lower than expected for human urine. A substituted specimen is defined as a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. When urine specimens are presented to the third party vendor or designee, which are not in an acceptable temperature range (90-100°), another specimen will be observed and collected. Both specimens will be sent to the HHS certified laboratory for analysis.

When an employee does not supply a sufficient amount of urine the collector will instruct the employee to drink up to forty (40) ounces of fluid in a period not to exceed three (3) hours. In this situation the first specimen (if in the temperature range and the specimen does not appear to have been tampered) will be discarded. The testing laboratories will report a result as a negative if the result is below the cutoff concentration pursuant to HHS standards on the screening test (known as an immunoassay). If the result is above the cutoff concentration, then the laboratory will conduct a confirmation test (known as a gas chromatography/mass spectrometry-GCMS). If the result is above the guidelines, then the laboratories will report the result as positive. If the result is below the cutoff level, then the laboratory will report the result as negative.

### Testing For Alcohol

Alcohol tests performed under this policy will be done with either a blood test or urine or an evidential breath-testing device (EBT). The alcohol test will be utilized first if an employee is to be tested for alcohol and drugs.

For non-CDL holders that opt to take a blood test, a result which indicates a 0.04% blood alcohol level will be considered a positive test. For non-CDL holders that opt to take a breath test, will be required to determine if a person has an alcohol concentration of .04 gram per 210 liters of breath. Any result, which is .0399 or less, will be considered negative. Any result of .04 or greater will be confirmed by a second breath sample. If both the initial and confirmation results are between .04 and .06, the employee will be relieved of duty for the remainder of his/her shift and may use vacation or compensatory time. In this case, the result will not be considered positive; however, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action.

For CDL holders, a breath test will be required to determine if a person has an alcohol concentration of .02 or greater per 210 liters of breath. Any result of .0399 or less will be considered negative. Any result of .02 or greater will be confirmed by a second breath sample. For any sample that is between .02 and .0399, the CDL holder will be relieved of safety-sensitive duties for a 24-hour period. The CDL holder may utilize vacation or compensatory time to cover this absence, if non-safety sensitive duties are not available. Although the result will not be considered positive, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action. Any result of .04 or higher (on both the initial and confirmation tests) will be considered positive. Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to attempt again to provide a sufficient sample. If the employee refuses to attempt to provide sufficient breath for the Datamaster device, then the test will discontinue and will be considered a refusal to test.

Section 21.7. Prescription and Over the Counter Medications. Employees may use legally-prescribed, controlled substances during work periods without violating Section 21.1 of this Agreement. Nevertheless, employees who use prescription or over-the-counter medication have an affirmative responsibility to consult with their physician and/or pharmacist to determine whether such medication will interfere with the employee's ability to perform job functions safely and effectively. In the event that an employee's prescribed or over-the-counter medication interferes with, or is likely to interfere with, the employee's ability to perform job functions safely and effectively, the employee must consult with their Department head regarding the job impact of such medication usage. The City may require employees who's legally-prescribed medication interferes with their ability to safely or effectively perform their job functions to take a form of paid leave or leave of absence until such time as the employee is able to perform their essential job functions in a safe and effective manner.

Section 21.8. Rehabilitation. In the event that an employee violates any provision of this Article, the City may direct the employee to participate in a substance abuse rehabilitation program or programs. The City may take this action in combination with, or in lieu of, disciplinary action. To the extent that the cost of participation in a rehabilitation program is not covered by the City's health insurance, those costs shall be borne by the employee.

Section 21.9. The provisions of this article are effective to the extent that the collective bargaining agreements covering the City's other bargaining units contain articles with language that is substantially similar to that of this article. In the event that the language in this article becomes ineffective through operation of this section, then the language contained in Article 22 of the 2002-2005 Urbana Firefighters' collective bargaining agreement will replace it and apply for the balance of the term of this collective bargaining agreement.

Section 21.10. Based on current law, Fire Division Personnel are not required to hold a CDL as a condition of employment with the city of Urbana Fire Division, therefore CDL language in this Article does not apply to the bargaining unit members.

## **ARTICLE 22**

### **RESIDENCY**

There shall be no residency restriction for the Urbana firefighters during the term of this contract.

**ARTICLE 23**  
**RECALL PROCEDURE**

Emergency Call-In Procedure:

Emergency call-in Procedure shall consist of the following:

- 1) If off duty personnel are needed, the Fire Chief or his/her designee shall initiate a Recall.
- 2) The recall will then be sent out over an electronic notification system such as Active 911 or equivalent substitute.
- 3) The overtime will be awarded based on closest proximity to the firehouse caller(s) following the notification.
- 4) Overtime shall not be automatically granted when errors are made in this recall procedure.

Staffing overtime:

The “on call” shift shall be defined as the shift preceding the shift for which staffing overtime is required. The “off duty” shift shall be defined as the shift that follows the shift for which staffing overtime is required.

If staffing overtime is needed while a Captain is ON DUTY, staffing overtime will start with the senior firefighter for the “on call” shift and proceed, by seniority, through all firefighters on the “on call” shift. If staffing is still required, it shall proceed to the senior firefighter of the “off duty” shift, and proceed on by seniority. Only after all eligible firefighters have been offered overtime will each “on call” and “off duty” Captain be offered staffing overtime, with the “on call” Captain being offered first.

If staffing is needed while a Captain is NOT on duty, staffing recall will start with the “on call” Captain, then “off duty” Captain. Only after both Captains have been offered staffing overtime will the overtime be offered to the eligible firefighters, starting with the senior firefighter from the “on call” shift, and proceeding by seniority through that shift. If staffing overtime is still needed, it shall be offered to the senior firefighter of the “off duty” shift, then proceed through the firefighters by seniority.

If during the term of this collective bargaining agreement, new technology becomes available for notifying employees of the need for recall; this article shall be re-examined and re-written by MOU.



**ARTICLE 24**

**HEALTH AND SAFETY**

The health and safety of the public and bargaining unit members is of great concern to both parties to this Agreement. Employees must be familiar with and adhere to all applicable health and safety rules and procedures. In the event that an employee becomes aware of a working condition that poses an unreasonable risk of harm to the public or bargaining unit members, the employee should report the condition to his or her immediate supervisor as soon as possible. The City will review the reported condition promptly to determine whether it poses a significant threat to the safety or health of employees or members of the public and, if necessary, initiate appropriate corrective action.

**ARTICLE 25**

**LEAP YEAR ROTATION**

Shift Scheduling — In each leap year, 24-hour shifts will be rescheduled to avoid unfair holiday scheduling. There will be no additional pay for the rescheduling. On the last Saturday in February of a leap year, the shifts will be scheduled as follows:

Shift 1      0800 until 1600  
Shift 2      1600 until 0000  
Shift 3      0000 until 0800

Shift 1 is the platoon working the Friday, Shift 2 is the platoon that worked Thursday, and Shift 3 is the platoon that worked Wednesday, and will work Sunday.

The dates specified can be changed by mutual agreement of the Chief and the Union.

An employee may be off-duty on his assigned eight (8) hour leap year shift by taking personal leave, compensatory time, sick leave, vacation leave, or trading time in accordance with normal procedures for taking leave.

The City and the Union agree that the purpose of this special scheduling is for more equitable distribution of holidays worked, and no overtime shall be paid to accommodate this provision, nor shall any member lose any benefits normally accumulated during a normal twenty-four hour (24) hour shift.

Example of Schedule:

Wednesday	Thursday	Friday	Saturday 0800- 1600	Saturday 1600- 0000	Sat/Sun 0000- 0800	Sunday	Monday	Tues
A	B	C	C	B	A	A	B	C
B	C	A	A	C	B	B	C	A
C	A	B	B	A	C	C	A	B

**ARTICLE 26**

**TRANSFERS**

Section 26.1. The Fire Chief has authority to transfer bargaining employees from one shift to another.

Section 26.2. The Chief in preparation of filling long term vacancies of a shift shall post a notice of the vacancy on the Chiefs bulletin board (kitchen) and in all bargaining unit member’s city email. The notice shall be on division letterhead and the Chief shall select a bargaining unit member within five (5) calendar days from the posting deadline. Interested bargaining unit members shall provide a written transfer request within seven (7) calendar days from the posting date. The position shall be filled by the most senior qualified bargaining unit member signing up to be transferred. The Chief shall notify this employee in writing, on division letterhead of the date and time of the transfer. Notification to the transferring employees shall be given at least 30 calendar days prior to the transfer date, unless an earlier date is mutually agreed upon. As used in this article, “qualified” means that an employee meets all of the business/job-related requirements to properly perform the essential functions of the job. “Job-related requirements” include necessary skills, knowledge and abilities required on the shift.

Section 26.3. The Fire Chief may require an employee to transfer from one shift to another for temporary operational conditions that warrant such a transfer. The Chief shall notify the employee in writing, on division letterhead, of the date, time and duration of the temporary assignment. If the Fire Chief determines the need to temporarily transfer an employee, he shall meet with the Union and the employee, prior to issuing the order, to discuss the duration of the assignment.

**ARTICLE 27**

**DURATION**

The effective date of the 2021 contract shall be November 15, 2021. The contract will be in effect until November 14, 2024. A new contract shall be negotiated and take effect November 15, 2021.

**ARTICLE 28**

**GRIEVANCE PROCEDURES (DISCIPLINE & INTERPRETATION OF CONTRACT)**

Discipline — The tenure of every employee shall be during good behavior and efficient service. Any employee in the classified service who has completed the probationary period may be dismissed, suspended, or demoted for just and reasonable cause upon specific written charges.

Records of disciplinary action shall cease to have force and effect as indicated below provided there is no discipline for the same conduct in the specified time period.

- |                                 |  |
|---------------------------------|--|
| 1. Oral reprimand               | Nine (9) months from date of issuance    |
| 2. Written reprimand            | Twelve (12) months from date of issuance |
| 3. Suspension (any) or Demotion | Thirty (30) months from date of issuance |
| 4. Removal from employment      | Permanent                                |

No public disclosure of any disciplinary action taken or proposed against any employee shall be made unless and until criminal charges have also been filed, or in compliance with Ohio's Public Records Law (O.R.C. 149.43).

The Fire Chief may prefer charges, dismiss and discipline employee of his/her division for the following reasons: neglect of duty, insubordination, conduct unbecoming an employee, malfeasance, nonfeasance, misfeasance, abuse of leave policy of the Employer, physical incompetence, incompetence, failure to maintain a high level of professional performance, and any other cause that may be established by Council as a uniform rule by ordinance or resolution.

The Fire Chief preferring charges shall serve the employee with written notice of the charges preferred and the action taken. A copy of said written notice shall also be filed with the Director of Administration and the Civil Service Commission.

Not later than three (3) working days following the receipt of the charges, the employee may request that the disciplinary action shall be reviewed by the Director of Administration within five (5) working days of the receipt of the written request. The Director of Administration may uphold, modify, or deny the disciplinary action taken by the Fire Chief. The Decision of the Director of Administration shall be served on the employee or sent by certified mail, within five (5) days of his/her review.

A suspended, demoted, or dismissed employee may appeal in writing to the Civil Service Commission within ten (10) working days of the service of the Director of Administration's decision. Within seven (7) days after receiving the notices and papers from the Director, the Commission shall fix a time for a hearing of the appeal and shall give the appellant twenty (20) days prior written notice of the time and place of the hearing.

The Commission may, by majority vote, affirm, deny, or modify the disciplinary action and may reward retroactive pay and benefits or other relief as may be appropriate. It shall report its findings and decisions to the Director of Administration, who shall be required to implement such decision. The decision of the Civil Service Commission shall be a final order, except that it may be appealed upon questions of law to the Court of Common Pleas of Champaign County within thirty (30) days of the Civil Service Commission's decision.

In cases involving alleged discrimination or discriminatory harassment, moral turpitude, illegal use of controlled substances, workplace violence, assault against a member of the public, or any felony violation, the Commission shall be without authority to mitigate the penalty and shall be limited to deciding only whether or not the alleged violation did occur.

Interpretation of Contract — There shall be an earnest and prompt effort to settle differences. If any controversy or differences arises between an employee or group of employees and the Employer with respect to the application or alleged violation of this Agreement (except discipline, -see above), such controversy shall be handled as follows:

Step 1. An employee who has a grievance may take it up orally with his/her immediate supervisor within three (3) working days after the employee has knowledge of the event(s) upon which the grievance is based, and the immediate superior shall give his/her answer to the employee orally within three (3) working days after the grievance is presented to him/her. (A working day shall be defined as one 8-hour day Monday through Friday excluding holidays).

Step 2. If the employee's grievance is not satisfactorily settled in the first step, the grievance shall, within three (3) working days from the receipt of the answer, be reduced to writing and filed with the Chief of the Fire Division stating the complete details of the grievance including the time and circumstances of the event(s) and the remedy of relief requested. This written report shall be signed by the employee stating that the description is true and accurate. The Chief of the Division shall meet with the employee within five (5) working days from the receipt of the grievance. The Chief of the Fire Division shall issue his/her answer, in writing, within five (5) working days after this step 2 meeting.

Step 3. If the grievance is not satisfactorily settled at that level, the employee may, within three (3) working days, appeal the decision, in writing, to the Director of Administration. The Director of Administration shall meet with the employee within five (5) working days and submit his answer to the employee within ten (10) working days of this step 3 meeting. Failure of the Director of Administration to satisfactorily resolve the alleged grievance within a ten (10) working day period shall permit the Union the right to submit a demand for arbitration.

Arbitration for Interpretation of the Contract. The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) calendar days after receipt by the Employer of the demand for arbitration, the Union may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of same, the parties shall alternatively strike the names of the arbitrators until only one name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

Nothing herein shall prevent an employee from seeking assistance from the Union in furnishing such assistance at any stage of the grievance procedure.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles or sections in this Agreement. He may not modify or amend the Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The expenses of the arbitrator shall be borne equally by the Employer and the Union, unless such are paid by the State of Ohio or any other party. The findings and determination of the arbitrator shall be binding upon all parties concerned for grievances brought before it in the above described manner and for grievances or disputes falling within the scope of the provision.

**ARTICLE 29**

**SEVERABILITY**

If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by the governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this Agreement and upon written request of either party, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory resolution of the matter.

**ARTICLE 30**

**NONDISCRIMINATION**

Section 30.1. There shall be no discrimination, harassment, or pressure by the City, or the Union against any employee on the basis of the employee's membership or non-membership in the Union, such employee's good faith filing of or pursuing a grievance in accordance with Article 28 hereof or such employee's activities as an officer or other representative of the Union nor shall there be any unlawful discrimination on account of race, color, ancestry, disability/handicap, national origin, age, military status, religion, sex, or political affiliation. All references to members in this Agreement shall connote both sexes. Whenever the male gender is used, it shall be considered to include male and female members.

**ARTICLE 31**

**INCONSISTENT ORDINANCE REPEALED**

Any ordinance or parts of ordinance inconsistent herewith are hereby deemed to be repealed.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF URBANA, OHIO

URBANA FIREFIGHTERS  
ASSOCIATION, IAFF LOCAL 595

\_\_\_\_\_  
Kerry Brugger  
Director of Administration

\_\_\_\_\_  
Tyler Wolf  
President

\_\_\_\_\_  
Chris Boettcher  
Director of Finance

\_\_\_\_\_  
Brian Joyce  
Bargaining Committee Member

\_\_\_\_\_  
Mark Feinstein  
Director of Law

\_\_\_\_\_  
John Flora  
Bargaining Committee Member

**MEMORANDUM OF UNDERSTANDING**

Batavia Local School Dist. Bd. of Educ., 89 Ohio St. 3d 191 (2000). The parties agree that should the Ohio Supreme Court overrule the Batavia decision, this side letter shall not be needed to indicate the intent of the parties and shall dissolve, with no impact on the agreement or the rights of the parties.

In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

<b><u>Contract Article</u></b>	<b><u>Statute/Regulation Preempted</u></b>
Article 5, Seniority, Layoff/Recall	ORC 124.321 – 123.328
Article 27, Transfers	ORC 124.27 – 124.32
Article 29, Grievance Procedures	ORC 124.34
Article 15, Holidays	ORC 124.13
Article 12, Sick Leave	ORC 124.38
Article 16, Vacation (Annual Leave)	ORC 124.13

## **MEMORANDUM OF UNDERSTANDING**

The City shall continue to provide, at no cost to the EMT-B / paramedic:

- 1.) ACLS refresher as needed
- 2.) Continuing education hours annually on Standard Orders (protocol)
- 3.) FETN online continuing education or an equivalent substitute



**MEMORANDUM OF UNDERSTANDING**

**FUTURE LIEUTENANT CLASSIFICATION**

October 11, 2021

Preliminary discussions have been held with regard to the addition of the Lieutenant position(s) within the City of Urbana's Fire Division, but the details of the position have not been fully developed. It is not anticipated that the lieutenant position(s) will be established until early in the 3<sup>rd</sup> quarter, 2022, or later.

The purpose of this Memorandum of Understanding is to confirm the commitment of the City of Urbana to schedule a meeting with I.A.F.F. Local 595 and negotiate the economic changes identified within the final ratified Labor Agreement by and between the City of Urbana and the Urbana Firefighters Association, I.A.F.F., Local 595, relevant to the addition of the lieutenant position(s) when it is announced, and identified as:

- Article 8: Base Rate of Pay
- Article 9: Equal Pays
- Article 10: Paramedic Compensation

The City of Urbana recognizes the significance of expanding the organizational structure of the Urbana Fire Division, and although, the division employees are desirous of improving the succession plan for the division, it is prudent to plan deliberately to integrate the lieutenant's position(s) into the division's organization.

This memorandum of understanding is non-precedent setting, and is relevant only to the establishment of a future lieutenant position(s) in the Urbana Fire Division.

**MEMORANDUM**

**To:** Bill Bean, Mayor  
Chris Boettcher, Director of Finance  
Mark Feinstein Director of Law  
Dean Ortlieb, Fire Chief  
Cat Jones, HR Manager  
Urbana City Council Members

**From:** Kerry Brugger, Director of Administration

**Date:** December 2, 2021

**Subject:** Summary of the Agreement between the City of Urbana and the Urbana Firefighters Association, I.A.F.F., Local 595 (Fire Captains)

The current three (3) year Agreements with the Urbana Firefighters Assn., I.A.F.F., Local 595 (f.k.a. Local 1823) (Captains & Firefighters) expired November 14, 2021. Effective with the new Agreement, the firefighters and captains opted to have each unit negotiate separately.

Three (3) negotiation sessions were held, beginning October 18, 2021. Seventeen (17) Articles were brought forward for negotiation. Agreements were reached on all open items, and the management negotiations team reached a tentative agreement with the I.A.F.F., Local 595 on November 22, 2021. The union ratified the contract on November 23, 2021.

Ordinance 4392-21 (Fire Captains) is being presented to City Council for authorization to sign the Agreement. Following is a brief description of the pertinent changes in each article of the Agreement, with negotiated Articles identified in **bold** print:

<b>Article Number</b>	<b>Title of Article</b>	<b>Pertinent Changes</b>
<b>1</b>	<b>Agreement/Purpose</b>	<b>Changed Local No. to 595</b>
2	Recognition and Dues Deduction	Eliminated "Fair Share" language in compliance with the SCOTUS "Janus Decision".
3	Management Rights	Left as current language.
4	Labor/Management Committee	Left as current language.
5	Seniority, Layoff/Recall	Left as current language.
6	Military Leave	Left as current language.
7	Jury Duty	Left as current language.
<b>8</b>	<b>Base Rate of Pay</b>	>Agreed to a 1% increase in tier 1 of the Fire Capt. grade across the life of the agreement. >Agreed to a 2% increase in tier 2 of the Fire Capt. grade across the life of the agreement. >Agreed to a 0% increase in tier 3 of the Fire Capt. grade in year 1 of the agreement, with a 1.5% increase in year 2 and a 3% increase in year 3.

9	<b>Equal Pays</b>	Deleted & incorporated language in Article 8.
10	<b>Paramedic Compensation</b>	Left as current language. (Updated table to reflect base pay increase.)
11	<b>Medical, Hospital, Life, and Liability Insurance Benefits.</b>	Left as current language
12	<b>Sick Leave</b>	Left as current language.
13	<b>Personal Days</b>	>Eliminated tie-in of earning personal days with not using sick leave. >Provided four (4) personal days for use each calendar year. Unused time will be transferred to vacation balance. >Added language applicable to 40 hr. personnel.
14	<b>Overtime and Compensatory Time</b>	>Added clarifying language for computing overtime. >Added language applicable to 40 hr. personnel.
15	<b>Holidays</b>	Left as current language.
16	<b>Vacation (Annual Leave)</b>	>Adjusted annual leave schedule and established a template to clarify eligibility for each level. >Added language applicable to 40 hr. personnel.
17	<b>Extended Injury Leave/Modified Duty</b>	Left as current language.
18	<b>Uniform Allowance</b>	Left as current language.
19	<b>Education Incentive Plan</b>	Adjusted language to allow tuition reimbursement (up to \$1,500/year) for successful completion of accredited certificate or degreed programs in Fire Science, Fire & EMS Management, The Ohio Fire Chief's Association's Executive Officer, or other relevant coursework pre-approved by the Fire Chief.
20	<b>Personal Property Replacement</b>	Left as current language.
21	<b>Food Allowance</b>	Added language applicable to 24-hour shift personnel.
22	<b>Drug &amp; Alcohol Policy</b>	Left as current language.
23	<b>Residency</b>	Left as current language.
24	<b>Recall Procedure</b>	>Revised Article to remove language referencing the CAD call list from the Champaign County Communication

		Center, including Appendix 'A' >Added language that Fire Chief or his/her designee shall initiate a Recall. >Added language that the Recall overtime would be based on closest proximity to the firehouse.
25	Health and Safety	Left as current language.
26	Leap Year Rotation	Left as current language.
27	Transfers	Left as current language.
28	Duration	Agreed to a 3-year contract; 11/15/21 to 11/14/2024
29	Grievance Procedures (Discipline & Interpretation of Contract)	Left as current language.
30	Severability	Left as current language.
31	Nondiscrimination	Left as current language.
32	Inconsistent Ordinance Repealed	Left as current language.
MOU (Memorandum of Understanding)	Batavia	No change. In 2000, a Union circumvented an Agreement by arguing that the employer had not met their statutory obligation to layoff standards in the Ohio Revised Code (ORC). The Employer argued that they had no ORC obligation since they have an Agreement. The Ohio Supreme Court sided with the Union. This MOU stops this problem.
MOU (Memorandum of Understanding)	Training & Education	No Change. The City shall continue to provide, at no cost to the EMT-B / Paramedic: 1.) ACLS refresher as needed. 2.) Continuing education hours annually on Standard Orders (protocol). 3.) FETN online continuing education or equivalent substitute.

**LABOR AGREEMENT**

**by and between the**

**CITY OF URBANA, OHIO**

**and the**

**URBANA FIREFIGHTERS ASSOCIATION,**

**I.A.F.F., LOCAL 595**

**SERB Case No. 2021-MED-09-1165**

**FIRE CAPTAINS**

**Effective 11/15/2021 to 11/14/2024**

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## **ARTICLE 1**

### **AGREEMENT/PURPOSE**

This contract sets forth the agreement between the City of Urbana, hereinafter referred to as the "Employer" and the Urbana Firefighters Association I.A.F.F. Local 595, hereinafter referred to as the "Union," which represents employees of the City of Urbana Fire Division as specified herein. Specifically, the agreement addresses matters pertaining to wages, hours or terms and other conditions of employment mutually expressed between the parties.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

## **ARTICLE 2**

### **RECOGNITION AND DUES DEDUCTION**

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, fringe benefits, hours of work, working conditions and any other term or condition of employment as set forth in the certification issued by SERB in Case No. 99-REP-03-0064.

There shall be no discrimination by the Employer or the Union against any employee on the basis of such employee's membership or nonmembership in the Union.

Members of the bargaining unit shall hereinafter be referred to as Employees. In the event that a new position is created within the Fire Division, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Union. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City and the Union. If the parties still do not agree, the City shall implement its determination, subject to petition to SERB pursuant to Chapter 4117 of the ORC and the SERB rules and regulations.

The Employer agrees to withhold the Union dues of all Union members from the available wages earned by such Union members each month, and to transmit the same to the Union as soon as practicable, but no later than ten (10) calendar days following the pay in which the dues were withheld. Employer shall act in compliance with applicable state and federal laws.

The Employer will notify the Union of all new hires, within the bargaining unit, within ten (10) days after their having been accepted, furnishing the Union with the new employee's name and the position for which he or she was hired.

If any employee does not have a check coming to him or the check is not large enough to satisfy the authorized deduction, no collection shall be made from the employee that month.

The Union agrees to hold the Employer harmless against any claim instituted against it on account of the application of this section.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just causes, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees, including the assignment and allocation of work; to introduce new and/or improved equipment, method and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, assignment of employees, duties to be performed, qualification required and areas worked, subject to the restrictions and regulation governing exercise of these rights as are expressly provided herein and as permitted by law.

### **ARTICLE 4**

#### **LABOR/MANAGEMENT COMMITTEE**

In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than three (3) members from each party will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances, but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

### **ARTICLE 5**

#### **SENIORITY, LAYOFF/RECALL**

##### **SENIORITY**

Seniority, as that term is used in this Agreement, is defined as an employee's continuous service with the Fire Division of the City, as a full time regular employee in the rank of Captain to be computed from the employee's date of promotion. Seniority will be used for the purpose of determining layoff and recall rights.

An employee's service with the City shall be calculated for the purpose of determining the employee's eligibility for all fringe benefits.



Any employee shall lose his/her seniority for the following reasons:

1. Retirement
2. Resignation
3. Discharge without the discharge being reversed through the procedures set forth in this Agreement or through legal procedures.
4. Unpaid leave of absence (for the duration of the leave).

## **LAYOFF/RECALL**

In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on the bargaining unit employees.

The Employer may layoff employee due to lack of work, lack of funds, or job abolishment. Affected employees shall receive notice of any long term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Employees shall be laid off by inverse order of seniority:

1. Temporary employees
2. Probationary employees
3. Full time regular employees

When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to least senior employee up to the number of employees to be recalled. The employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

## **ARTICLE 6**

### **MILITARY LEAVE**

Military leave shall be granted and applied pursuant to applicable state and federal laws.

## **ARTICLE 7**

### **JURY DUTY**

Whenever a firefighter of the Fire Division shall be required to serve on a jury of any municipal, county, state, or federal court, the employee shall be compensated at his/her regular rate of pay for the time lost during his/her regular work schedule, less any payment from the court. The Director of Administration may establish regulations implementing jury duty payment.

**ARTICLE 8**

**BASE RATE OF PAY**

Fire Captains in the Division of Fire in the following grades shall receive the following base hourly rates of pay:

<b>Years of Service</b>	<b>Steps</b>	<b>Year 1</b>	<b>Annual Base Salary</b>	<b>Year 2</b>	<b>Annual Base Salary</b>	<b>Year 3</b>	<b>Annual Base Salary</b>
0–1 Year as Fire Captain	> 20 Firefighter Pay + 6%	\$25.55	\$76,394.50	\$26.32	\$78,696.80	\$27.10	\$81,029.00
After 1 Year as Fire Captain	> 20 Firefighter Pay + 12%	\$27.00	\$80,730.00	\$27.81	\$83,151.90	\$28.64	\$85,633.60
After 2 Years as Fire Captain	> 20 Firefighter Pay + 15% (Y1), 16.5% (Y2), 18% (Y3)	\$27.73	\$82,912.70	\$28.93	\$86,500.70	\$30.17	\$90,537.20

Employees shall receive standard bi-weekly pays, with the amount equal to the appropriate hourly rate times the number of hours worked averaged over a 21-day period.

The Director of Administration shall assign firefighters of the Fire Division to steps which shall constitute the salary of individual firefighters.

When a Fire Captain is assigned by the Chief or other superior officer to serve as Acting Chief or other equivalent title, such firefighter shall be entitled to receive 5% premium pay over the regular pay scale for that individual, commencing on the first hour such individual is so assigned.

Whenever a Fire Captain is assigned by the Fire Chief or other superior officer to work as a Chief at a fire or other official capacity away from the Municipal Building complex, that firefighter shall be compensated at a rate of 5% premium pay over the regular pay scale for that individual, for the duration of such assignment.

**ARTICLE 9**

**PARAMEDIC COMPENSATION**

In addition to his/her base rate of pay, any Captain of the Fire Division, under the provision of this ordinance, who is actively performing as a certified paramedic, shall be compensated on an hourly basis of 5% above base pay, as set forth below:

<b>Years of Service</b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
0–1 Year as Fire Captain	\$1.28	\$1.32	\$1.36
After 1 Year as Fire Captain	\$1.35	\$1.39	\$1.43
After 2 Years as Fire Captain	\$1.39	\$1.45	\$1.51

When a Captain of the Fire Division first attains certified paramedic status, the Fire Chief shall certify such fact to the Director of Finance. The Captain's hourly pay shall then be adjusted accordingly effective the first day of the pay period following the Fire Chief's certification.

Off-duty time spent in required training to maintain paramedic certification, as approved by the Fire Chief, shall be compensated at a rate of 2.15 times the Captain's base hourly rate of pay.

In addition, after the paramedic has performed in this capacity for a continuous period of fifteen (15) years, the Captain, at the employee option, is no longer required to maintain his/her status as a paramedic. This option will only be available if no more than six (6) bargaining unit employees within the Fire Division are certified as EMT-Basics.

## **ARTICLE 10**

### **MEDICAL, HOSPITAL, LIFE AND LIABILITY INSURANCE BENEFITS**

Section 10.1. The Employer shall furnish medical, hospitalization and major medical insurance for each employee in accordance with the terms of the Employer's group health care plan. Commencing with the effective date of this collective bargaining agreement, the Employer shall pay ninety percent (90%) of the monthly premiums, and each employee who opts to participate in the employer-furnished coverage shall pay the remaining ten percent (10%) of the monthly premiums by payroll deduction, for medical, hospitalization and major medical insurance for each employee and the eligible dependents of each employee.

Section 10.2. The Employer shall make dental and vision insurance coverage available to each bargaining unit member. Commencing with the effective date of this collective bargaining agreement, the Employer shall pay ninety percent (90%) of the premiums, and each employee who opts to participate in the coverage shall pay the remaining ten percent (10%) of the premiums for single or family vision and dental insurance. Employee contributions shall be paid by payroll deduction.

Section 10.3. The Employer shall additionally furnish and pay the premium for group life insurance. Said insurance shall be in the amount of \$35,000 term and the amount of \$35,000 accidental death and dismemberment coverage in accordance with the terms of the Employer's group life plan. If consistent with the City's group life insurance policy then in effect, each employee shall also be permitted to purchase, through payroll deduction, additional life insurance coverage through the City's group life insurance carrier at cost for the additional coverage.

Section 10.4. Notwithstanding the language of Sections 10.1 and 10.2 of this article, the employees covered by this collective bargaining agreement will not be obligated to contribute the ten percent (10%) co-payments addressed in those sections unless and until an administrative directive makes those co-payment obligations applicable to all City employees who are eligible to participate in the insurance coverages addressed in those sections.

Section 10.5. Option to Decline Insurance Coverage. Employees who are able to obtain insurance through a spouse or other source may choose to decline coverage under the City's group health insurance plan and its dental and vision insurance plans. Each eligible employee who elects to decline all city-supplied, single and family insurance coverage will receive \$5,000 per year from the City. The City will issue payment for one half of the opt-out incentive on the second pay date in March and one half of the opt-out incentive on the second pay date in September.

As an alternative, an otherwise-eligible employee may elect to decline participation in the City's group health insurance plan, but continue to participate in the City's dental and/or vision plans. In the event that an otherwise-eligible employee opts to decline participation in the City's group health insurance coverage, but chooses to maintain participation in both the dental and vision plans, the employee will receive \$2,000 per year from the City. The City will issue payment for one half of the opt-out incentive on the second pay date in March and one half of the opt-out incentive on the second pay date in September. In the event that an otherwise-eligible employee opts to decline participation in the City's group health insurance coverage but chooses to maintain participation in either the dental or vision plan, but not both, the employee will receive \$2,250 per year from the City. The City will issue payment for one half of the opt-out incentive on the second pay date in March and one half of the opt-out incentive on the second pay date in September. All of the cash in-lieu-of insurance coverage options require that the employee decline both single and family coverage for the insurance in question.

In order to be eligible to exercise any of the cash in-lieu-of insurance options enumerated above, an employee must provide the City with a completed, signed request and waiver form identifying the type or types of city-supplied insurance that the employee has elected to decline (limited to the options enumerated above). The employee must include a written statement indicating that the employee has an alternative source of health insurance coverage. The City will provide employees with a request and waiver form for these purposes. An eligible employee wishing to exercise the option to receive cash in-lieu-of insurance coverage must submit the completed form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise a cash in-lieu-of insurance coverage option.

An employee, who separates from city employment, voluntarily or involuntarily, must repay to the City on a pro rata basis cash received in-lieu-of insurance coverage corresponding to the period of time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the City. This Section in no way affects employees' eligibility for city-supplied life insurance coverage.

Section 10.6. An Insurance Committee was formed to address the insurance coverage provided by the City of Urbana to its bargaining unit and non-bargaining unit employees. This Insurance Committee shall continue to operate throughout the term of this collective bargaining agreement. The Committee shall consist of representatives from the following bargaining units: Firefighters (1), Fire Captains (1), Police Officers (1), Police Sergeants (1), and Teamsters (2). Additionally, the Committee shall include two (2) non-bargaining unit representatives (Court Staff & Central Staff), the City's Director of Administration or designee, and an attorney designated by the City. The bargaining units and other employee groups may choose to have an employee, and/or a non-employee (e.g., an attorney, union official or other advisor) to serve as their representative on the Committee or to be present as an advisor or observer.

The Committee shall meet on a quarterly basis, the schedule for which will be determined at the initial committee meeting and thereafter as required. The Insurance Committee's actions and recommendation shall have no force and effect unless a quorum of committee members (a majority of committee members) is present and participates in the committee's determinations regarding recommendations. The Committee shall be responsible for exploring ways in which the City of Urbana can improve the City's insurance offerings and to control insurance costs. The Committee will make recommendations to the City Administrator and City Council regarding the selection of

insurance coverage and contracts. The City will review the Committee's recommendation(s) prior to entering into new contracts for insurance coverage, and will endeavor to adhere to the Committee's recommendation(s) unless there is a documented business reason for opting to deviate from the Committee's recommendation(s). In the latter case, the City will provide the Committee with a written explanation of the City's reason for declining to follow the Committee's recommendation.

## **ARTICLE 11**

### **SICK LEAVE**

Sick leave shall be accumulated without limit by employees of the Fire Division at the rate of 4.6 hours for each 80 hours of service.

Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five calendar (5) days. One (1) of the days must be the date of the funeral.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall include the grandparents, parents, brother, sister, spouse, child, stepchild, step-parent, step-grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, sister-in-law, brother-in-law, son-in-law, and legal guardian or other person who stands in the place of a parent (in loco parentis).

Other individuals may be included as determined by the Director of Administration or his designee.

Each employee using sick leave must furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, a signed statement stating the nature of the illness or injury, from a licensed physician, is required. Employees shall be required to justify the use of sick leave in excess of two (2) duty days with a statement from a licensed physician. Employees who apply for sick leave for reasons not authorized by this Agreement, exhibit patterns of sick leave use indicative of sick leave abuse, or otherwise misuse sick leave will be subject to

progressive discipline. If the Chief has reason to believe that an employee is abusing sick leave, he shall require the employee to submit to a medical examination and/or supply a physician's statement for each period of sick leave. In the event that the Chief requires an employee to submit to an examination, the examination will be performed by a physician appointed by the Employer at the expense of the Employer.

Upon termination of employment or retirement, an employee may elect to be paid according to the following schedule:

Employees retiring, resigning, or otherwise leaving employment in good standing with:

20 or more years service	1/3 of accrued sick leave
10 to 20 years service	1 /3 of 150 days at 12 hour/days
1 to 10 years service	1/4 of 120 days at 12 hour/days
Employee's Estate	1/3 of accrued sick leave

An employee who is laid-off shall be eligible for cash-out of accumulated sick leave according to the schedule above, but shall have the option of leaving his/her sick leave in place as long as the recall list (defined in Article 5) is active.

An employee who is terminated shall not be entitled to any payment for accumulated sick leave.

Otherwise accrued and unused sick leave shall be deemed canceled upon an employee's termination; provided, nevertheless that the accrued and unused sick leave for which no pay is received hereunder, shall be restored to that employee who is re-employed within ten (10) years of termination.

The Director of Administration may issue regulations whereby an employee, nearing and prior to retirement, may at the mutual agreement of the employee and the Director of Administration, convert accumulated sick leave to cash payment. Such regulation shall be limited as follows:

1. No employee may exchange sick leave for cash at a rate higher than herein provided.
2. No employee may make such exchange unless he/she will be eligible for retirement pay of at least 50% of his/her current salary, within 24 months.
3. Sick leave so exchanged is canceled.

## **ARTICLE 12**

### **PERSONAL DAYS**

Employees shall receive four (4) personal days on January 1<sup>st</sup> of each calendar year. Personal days must be used within the calendar year being January 1<sup>st</sup> through December 31<sup>st</sup>, in which the personal days are received. Personal days must be used in full shift day increments.

The Employee's current personal days balance shall be transferred to vacation time as of December 31, 2021.

Members transferring from a twenty-four (24) hour rotation to a forty (40) hour week shall have

time accrued converted to a forty (40) hour equivalent. Member transferring from a forty (40) hour week to a twenty-four (24) hour rotation shall have time accrued converted to twenty-four (24) hour rotation equivalent.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued personal time, at said employee's current rate of pay.

## **ARTICLE 13**

### **OVERTIME AND COMPENSATORY TIME**

Employees shall be on a 21 consecutive day work period for the purpose of computing overtime. Employees assigned to a Unit day rotation shall be regularly scheduled to work a tour of duty consisting of 24 consecutive hours and shall be off the following 48 hours consecutive hours. Regularly scheduled time worked in excess of 159 hours in a work period shall be compensated at a rate of one and one half (1.5) times the employee's hourly rate of pay. Any time worked other than regularly scheduled time shall be compensated at the rate of 2.15 times the employee's hourly rate of pay, if the employee takes the compensation as cash overtime compensation in the pay period corresponding to the time the compensation is earned.

Employees assigned to a permanent forty (40) hour position, or temporary forty (40) hour assignment, shall be scheduled a standard work week of Monday through Friday, 0800-1600, or otherwise dictated by departmental needs. While assigned in this capacity, the employee shall be paid the standard pay rate to which they are entitled times one and four tenths (1.4). Overtime for forty (40) hour position shall be compensated at one and one half (1.5) times the aforementioned forty hour positions shall be compensated at one and one half (1.5) times the aforementioned forty hour pay rate, and will include any time accrued beyond forty hours in a calendar week.

As used herein, hourly rate of pay shall include base hourly rate of pay, paramedic compensation, and educational incentive plan payment. In the event that an employee opts to take compensatory time in lieu of cash overtime compensation, as authorized by this article, the employee may take such compensatory time off work as permitted by the Fire Chief, or designee, at the rate of one and one-half (1.5) hours of time off work per hour of accrued compensatory time at a time mutually convenient to the employee and the Fire Chief or designee.

Time worked for the purpose of this section, shall be defined as the sum of hours actually worked and hours of authorized leave used.

Overtime shall be computed to the nearest fifteen (15) minutes.

When an employee is called in for unscheduled work, overtime shall be for time actually worked, and in no case less than three (3) hours. An employee called in to work before the start of a regularly scheduled work shift is not entitled to the aforementioned three (3) hour minimum call in pay if the period of work abuts the shift. An employee held over from a regularly scheduled shift will not be entitled to the three (3) hour call in minimum. An employee required to be held over in the morning, after 08:00, shall be paid for actual hours worked, in fifteen (15) minute increments, rather than the three (3) hour minimum set forth elsewhere in this contract. Employees held over/called in shall be released immediately after equipment and personnel are returned to levels established by the "Read and Sign" Policy currently in effect or as may be revised from time to time. An employee who has been called in for unscheduled work, then is released from that

work and later accepts another recall before the original three (3) unscheduled hours have expired, shall be paid for only a single three (3) hour overtime "call in" payment, or for actual overtime worked, whichever is more. In no event shall an employee become entitled to more than a single, three (3) hour minimum call-in payment for reporting to work during those three (3) hours of unscheduled time, even if the employee reports more than once during that time. At no time shall any employee "double dip" or collect overtime twice for the same period of time.

Employees who are called-in for unscheduled work, are released from that work and later fail to respond to a subsequent call-in within the same three (3) hour period will relinquish their right to the guaranteed three (3) hour minimum call-in pay for their initial call-in during that period. Such employees will receive compensation only for their actual time worked during the three (3) hour period, at the overtime rate of compensation.

Employees may accrue compensatory time in lieu of cash overtime payment in the manner specified in this Article. An employee's compensatory time balance shall not exceed 240 hours. Compensatory time earned during holidays counts toward and is subject to this two hundred forty (240) hour cap. Accrued compensatory time may be cashed out, in full or in part, at the employee's regular rate of pay at the employee's request.

Any employee who has accrued and unused compensatory time off at the time of his/her termination of employment shall be paid for such time at the rate of pay at termination.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued compensatory time, at said employee's current rate of pay.

## ARTICLE 14

### HOLIDAYS

All employees shall be entitled to the following paid holidays:

- |                                |                                   |
|--------------------------------|-----------------------------------|
| 1. New Years Day,              | The first day in January          |
| 2. Decoration or Memorial Day, | The last Monday in May            |
| 3. Independence Day,           | The fourth day in July            |
| 4. Labor Day,                  | The first Monday in September     |
| 5. Veterans Day,               | The eleventh day in November      |
| 6. Thanksgiving Day,           | The fourth Thursday in November   |
| 7. Christmas Day,              | The twenty-fifth day of December  |
| 8. The Employee's birthday,    | Floating                          |
| 9. Christmas Eve,              | The twenty-fourth day of December |
| 10. Easter Sunday              |                                   |
| 11. Martin Luther King Day     |                                   |

Compensation for these holidays shall be determined by multiplying the employee's hourly rate of pay at the time of payment by one and forty-four hundredths (1.44) by eight (8) hours for each holiday.

Payment for holidays shall be made at the time of the first pay in November.



An employee who works on the actual designated holiday, (whose shift is scheduled to start on the holiday) shall be compensated at a rate of 1.5 x 8 x 1.44 x base pay plus 16 x base pay (calculation for holiday pay) in lieu of his/her regular pay for that day of work or may elect to receive compensatory time at a rate of one hour for each hour worked.

An employee shall not receive holiday pay if:

1. He/She is not on active pay status on the day which the holiday falls;
2. He/She has an unauthorized absence on his/her regularly scheduled working day immediately preceding or following a holiday;
3. Having been scheduled and required to work on a holiday, he/she fails to report for work without justifiable reason.

Upon termination, the employee shall receive payment for any holiday occurring between January 1 of that year and the date of termination inclusive. Should an employee terminate after payment of holiday pay but before any holiday that calendar year, the employee's final pay shall be adjusted to recover payment for said holiday.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for any holiday occurring between January 1 of that year and the date of his/her death inclusive.

## ARTICLE 15

### VACATION (ANNUAL LEAVE)

Employees of the Fire Division shall be entitled to annual leave with full pay according to the following schedule:

Years of Service	Number of Weeks	40 Hour Shift		24/48 Hour Shift	
		Annual Hours	Number of Hours Earned per Pay Period	Annual Hours	Number of Hours Earned Per Pay Period
After 1 year	2	80	3.08	120	4.62
After 5 years	3	120	4.62	168	6.46
After 10 years	4	160	6.15	240	9.23
After 15 years	5	200	7.69	288	11.08

Beginning with the second year of service, employees shall be entitled to annual leave. Upon completion of one year of employment, an employee shall be credited with two (2) weeks of vacation based on their shift assignment. Thereafter, leave will accrue, according to the above schedule, on a prorated basis for each hour worked.

Members transferring from a twenty-four (24) hour rotation to a forty (40) hour week shall have time accrued converted to a forty (40) hour equivalent. Member transferring from a forty (40) hour week to a twenty-four (24) hour rotation shall have time accrued converted to twenty-four (24) hour rotation equivalent.

Vacation shall be scheduled with due regard for seniority, employees' preference and the needs of the Division. Annual vacation leave may be accrued for up to three years with the approval of the

Fire Chief. And upon retirement any such accrued and unused vacation leave may be exchanged for cash payment at the rate of one hour cash payment for each hour of accrued and unused vacation leave at the employee's base rate of pay at retirement.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued annual leave, based on the rate of exchange that the employee would be entitled to and all other compensation paid to the employee's estate as a result of the employee's death.

Years of service for Fire Captains shall be defined as years employed by the City of Urbana.

## ARTICLE 16

### EXTENDED INJURY LEAVE

Section 16.A. Extended Injury Leave. Any employee who is injured or contracts a covered contagious disease in the course of his/her employment to the extent that he/she is eligible for total temporary disability from the Bureau of Workers' Compensation and/or the Industrial Commission shall be entitled to the following leave benefits:

- (1) If time lost because of injury is less than seven (7) calendar days the employee's sole benefit shall be his/her accumulated sick leave benefits.
- (2) If the time lost because of injury, as described above, exceeds seven (7) calendar days, the employee at his/her election may continue to receive his/her accumulated sick leave benefits, elect to receive extended injury leave benefits, from the Employer for a period not to exceed ninety (90) calendar days per incident, or file for benefits under Workers' Compensation.
- (3) If after receiving extended leave benefits from the Employer for ninety (90) calendar days the employee is still unable to perform his/her duties he/she then may elect to use accumulated sick leave benefits or file for benefits under Workers' Compensation.

Extended injury leave benefits shall be calculated and computed in the same manner as sick leave benefits although they shall not be charged against the employee's sick leave. Elections once made by the employee shall be irrevocable as to the benefits already received. However, the employee may exercise his/her choices under sub-paragraphs 16A(2) and 16A(3) regarding future benefits.

The Employer may require certification from a qualified physician to support payment of extended injury leave benefit. The Employer shall have the right to order a physical examination by a qualified physician of its choice and at its expense at any time during the duration of extended injury leave.

Any dispute as to the eligibility of the employee for total temporary disability shall be resolved by the Ohio Bureau of Workers' Compensation and/or Industrial Commission, whose decision shall be final.

Sick leave, extended injury leave and Workers' Compensation other than rehabilitation services may not be used concurrently in such a manner to compound benefits.

Extended injury leave shall be limited to ninety (90) calendar days per incident. Such days need not be consecutive on the event of recurring disability; however, this provision shall not be used to exclude scheduled days off in the calculation of the ninety (90) calendar days.

The Employer will continue to pay its portion of the group health insurance premium for the entire period of extended injury leave. Furthermore, if the occupational illness or injury extends beyond ninety (90) calendar days, the Employer will continue to pay its portion of the group health insurance premium for an additional period not to exceed three hundred sixty five (365) calendar days from the date of injury or illness, provided, the employee continues to be eligible for receipt of total temporary disability benefits as authorized by the Ohio Industrial Commission.

## **ARTICLE 17**

### **UNIFORM ALLOWANCE**

Each employee of the Fire Division shall be entitled to payment of \$900.00 annually for the purpose of maintaining and/or replacing uniforms and equipment.

One quarter of said amount shall be paid to each employee on the first pay date of each calendar quarter. Any individual who has, for any reason, terminated service prior to the first pay date of a particular calendar quarter shall be eligible to receive payment for that quarter.

In lieu of the new employee's first year uniform allowance, the City shall bear the cost, up to \$900.00, of all needed uniforms, as dictated in the uniform policy effective on their date of hire. The City shall provide the normal set of accessories for the uniform. The City shall provide the new employee with a set of properly fitted turnout equipment. The turnout equipment shall be made of PBI material or better, per the requirements as set out by the National Fire Protection Association's (NFPA) most recent standard.

New employees will receive their first quarterly uniform allowance in the first quarter following the completion of their first year of service.

Rehired Fire Captains shall be eligible for payment for the first full calendar quarter following the employee's date of hire (rehire date prior to the first pay date of the calendar quarter).

The City shall provide safe and serviceable personal protective equipment (turnout gear) to each bargaining unit member. The equipment will meet the following requirements:

- 1.) NFPA Compliant
- 2.) PBI quality or better
- 3.) Specifically measured/fit for the bargaining unit member

Payment of the quarterly allowance may be delayed upon request by the Fire Chief or Acting Fire Chief for any employee who, in the opinion of the Fire Chief or Acting Fire Chief, fails to properly maintain his/her uniform or equipment. Such delayed payments will only be made upon subsequent approval by the Fire Chief or Acting Fire Chief.

The city shall bear the expense of the initial issue of uniforms, or uniform parts, in the event the City revises the current uniform requirements.

## ARTICLE 18

### EDUCATIONAL INCENTIVE PLAN (EIP)

Section 18.1. In keeping with the Employers policy of encouraging the professional improvement of its fire personnel, the Employer shall provide an educational incentive pay plan for the sworn members of the Fire Division above the probationary grade.

Section 18.2 Each permanently appointed member of the Fire Division shall receive, in addition to his/her authorized pay range classification and in accordance with the following rules, regulation and schedule, an amount as set forth below:

- (1) An employee who receives the Associate's Degree shall receive 2% additional pay after providing the Employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.
- (2) An employee who receives the Bachelor's Degree shall receive 4% additional pay after providing the Employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.

Section 18.3. Each permanently appointed member of the Fire Division, shall receive tuition reimbursement up to \$1,500.00 per calendar year after providing the Employer proof of successful completion of accredited certificate or degreed programs in Fire Science, Fire & Ems Management, The Ohio Fire Chief's Association's Executive Officer, or other relevant coursework pre-approved by the Fire Chief, which shall be completed during the employee's non-working hours.

All coursework subject to reimbursement pursuant to this Section shall be approved in advance by the Fire Chief. An employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.

Employee will not be eligible for tuition reimbursement for any tuition covered by another governmental or private agency.

Notwithstanding the above change the two (2) bargaining unit members, mentioned in the attached internal Memo, will remain at the current 3% and 6% educational incentive pay guidelines as per the 11/15/2015 thru 11/14/2018 contract language.

## ARTICLE 19

### PERSONAL PROPERTY REPLACEMENT

The Employer shall replace or repair all personal property, except uniforms, of the employee, commonly worn or used while working, which is damaged or lost while the employee is on duty; unless such damage or loss is due to the negligence of the employee, in which case the employee shall bear the cost.

## ARTICLE 20

### FOOD ALLOWANCE

The Employer shall provide twenty-four (24) hour shift employees with a total of \$2.50 per employee normally assigned per day, including the Captain of the shift if he/she usually dines with the shift personnel.

Such daily payment shall be made to the employees collectively in a manner prescribed by the Director of Administration.

## ARTICLE 21

### DRUG AND ALCOHOL POLICY

Section 21.1. Prohibition. Subject to the exception noted below in Section 21.7, employees are prohibited from possessing, using or being under the influence of alcohol or controlled substances during working hours. Employees who violate this prohibition are subject to discipline, up to and including termination.

Section 21.2. Testing. The City may subject applicants or employees to pre-employment, post-accident, post-injury, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. Employees having positive test results are deemed to violate Section 21.1's prohibition(s).

Reasonable suspicion testing is warranted when a supervisor has a reasonable basis for suspecting that the employee is under the influence of alcohol or a controlled substance during working hours. A supervisor who will be called upon to make a reasonable suspicion determination must be trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behavior that are associated with use. Such supervisors will receive 60 minutes of training on the signs and symptoms of drug abuse, and an additional 60 minutes of training on signs and symptoms of alcohol misuse. The supervisor who makes the actual observation does not have to be the employee's direct supervisor, but can be any City employee having supervisory or managerial responsibilities over the bargaining unit and who has received the aforementioned probable cause training.

The City reserves the right to administer random drug and/or alcohol testing to bargaining unit members. All testing will be done in accordance with the provisions set forth in Section 21.6 and other relevant provisions of this Article.

Random Alcohol: The number of tests to be performed annually will not exceed 25% of applicable city employees.

Random Drug: The number of tests to be performed annually will not exceed 50% of applicable city employees.

Section 22.3. Where an employee has been ordered to undergo reasonable suspicion testing, post-injury testing, or post-accident testing, he/she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the employee shall be returned to assigned duties, if the employee is otherwise able to perform his/her job duties.

Section 21.4. An employee's refusal or failure, when ordered, to timely submit to testing permitted under this article will result in the employee being deemed to have failed such test and may subject the employee to discipline, up to and including discharge. By taking a test, an employee does not waive any objections or challenge he or she may possess. Within twenty-four (24) hours of the time the employee is ordered to submit to a test, the City shall provide the employee with a written notice setting forth the information and observations which form the basis of the order. A written explanation of the probable cause shall be given to the employee prior to the administration of the test. The employee shall be given time to contact a labor or Union representative.

Section 21.5. CDL Holders. In the event that any bargaining unit employee performs job duties for which the employee is required to possess a Commercial Drivers License, federal law subjects the employee to mandatory drug and alcohol testing procedures, including those specified in Federal Highway Administration regulations in 49 CFR Part 382. These regulations provide for pre-employment, post-accident, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. The City will carry out testing for controlled substances as required by applicable federal law in the case of CDL holders, or any other employees subject to mandatory federal drug testing requirements.

Section 21.6. Testing Procedure. The City reserves the right to use the services of an independent entity to perform drug and/or alcohol testing services for City employees. In the absence of an agreement to the contrary by the City and the Union, drug testing shall be performed using urinalysis and alcohol testing shall be performed using either a blood test, urine test, or evidential breath-testing device. Collection of samples shall be conducted in a manner that is consistent with Department of Health and Human Services (HHS) guidelines. The drug testing cutoff levels will be consistent with standards set by HHS. Urine specimens will be collected, stored and transported in a manner consistent with HHS guidelines. The collection of blood and breath samples will be conducted in a manner consistent with HHS guidelines, if applicable. The City and the independent entity performing testing on behalf of the City will follow all HHS guidelines for the chain of custody paperwork. If the chain of custody is broken for any sample, then that test shall be considered a canceled test and may not be used for any purpose.

#### Urinalysis for Drug Testing

All urine samples will be collected in a private and secure bathroom. All specimens will be packaged and sealed by the independent entity or designee(s), and the seal initialed by the employee to ensure that the specimen is not tampered with in any manner. All specimens will be packaged as split specimens, except the for non-CDL pre-employment samples. Split sample tests will be available to the employee for independent analysis, at a HHS certified laboratory, if there is a positive test result. The standards used for drug testing shall be the HHS standards in effect at the time the test was administrated. Specimens are to be tested for adulterants, creatinine and specific gravity values. An adulterated specimen is defined as a specimen that contains a substance not expected to be present in human urine, or contains a substance to be present but the concentration level is so high that is not consistent with human urine. A diluted specimen is defined as a specimen with creatinine and specific gravity values that are lower than expected for human urine. A substituted specimen is defined as a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. When urine specimens are presented to the third party vendor or designee, which are not in an acceptable temperature range (90-100°), another specimen will be observed and collected. Both specimens will be sent to the HHS certified laboratory for analysis.

When an employee does not supply a sufficient amount of urine the collector will instruct the employee to drink up to forty (40) ounces of fluid in a period not to exceed three (3) hours. In this situation the first specimen (if in the temperature range and the specimen does not appear to have been tampered) will be discarded. The testing laboratories will report a result as a negative if the result is below the cutoff concentration pursuant to HHS standards on the screening test (known as an immunoassay). If the result is above the cutoff concentration, then the laboratory will conduct a confirmation test (known as a gas chromatography/mass spectrometry-GCMS). If the result is above the guidelines, then the laboratories will report the result as positive. If the result is below the cutoff level, then the laboratory will report the result as negative.

### Testing For Alcohol

Alcohol tests performed under this policy will be done with either a blood test or urine or an evidential breath-testing device (EBT). The alcohol test will be utilized first if an employee is to be tested for alcohol and drugs.

For non-CDL holders that opt to take a blood test, a result which indicates a 0.04% blood alcohol level will be considered a positive test. For non-CDL holders that opt to take a breath test, will be required to determine if a person has an alcohol concentration of .04 gram per 210 liters of breath. Any result, which is .0399 or less, will be considered negative. Any result of .04 or greater will be confirmed by a second breath sample. If both the initial and confirmation results are between .04 and .06, the employee will be relieved of duty for the remainder of his/her shift and may use vacation or compensatory time. In this case, the result will not be considered positive; however, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action.

For CDL holders, a breath test will be required to determine if a person has an alcohol concentration of .02 or greater per 210 liters of breath. Any result of .0399 or less will be considered negative. Any result of .02 or greater will be confirmed by a second breath sample. For any sample that is between .02 and .0399, the CDL holder will be relieved of safety-sensitive duties for a 24-hour period. The CDL holder may utilize vacation or compensatory time to cover this absence, if non-safety sensitive duties are not available. Although the result will not be considered positive, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action. Any result of .04 or higher (on both the initial and confirmation tests) will be considered positive. Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to attempt again to provide a sufficient sample. If the employee refuses to attempt to provide sufficient breath for the Datamaster device, then the test will discontinue and will be considered a refusal to test.

Section 21.7. Prescription and Over the Counter Medications. Employees may use legally-prescribed, controlled substances during work periods without violating Section 21.1 of this Agreement. Nevertheless, employees who use prescription or over-the-counter medication have an affirmative responsibility to consult with their physician and/or pharmacist to determinate whether such medication will interfere with the employee's ability to perform job functions safely and effectively. In the event that an employee's prescribed or over-the-counter medication interferes with, or is likely to interfere with, the employee's ability to perform job functions safely and effectively, the employee must consult with their Department head regarding the job impact of such medication usage. The City may require employees who's legally-prescribed medication interferes with their ability to safely or effectively perform their job functions to take a form of

paid leave or leave of absence until such time as the employee is able to perform their essential job functions in a safe and effective manner.

Section 21.8. Rehabilitation. In the event that an employee violates any provision of this Article, the City may direct the employee to participate in a substance abuse rehabilitation program or programs. The City may take this action in combination with, or in lieu of, disciplinary action. To the extent that the cost of participation in a rehabilitation program is not covered by the City's health insurance, those costs shall be borne by the employee.

Section 21.9. The provisions of this article are effective to the extent that the collective bargaining agreements covering the City's other bargaining units contain articles with language that is substantially similar to that of this article. In the event that the language in this article becomes ineffective through operation of this section, then the language contained in Article 22 of the 2002-2005 Urbana Firefighters' collective bargaining agreement will replace it and apply for the balance of the term of this collective bargaining agreement.

Section 21.10. Based on current law, Fire Division Personnel are not required to hold a CDL as a condition of employment with the city of Urbana Fire Division, therefore CDL language in this Article does not apply to the bargaining unit members.

## **ARTICLE 22**

### **RESIDENCY**

There shall be no residency restriction for the Urbana Fire Captains during the term of this contract.

## **ARTICLE 23**

### **RECALL PROCEDURE**

#### **Emergency Call-In Procedure:**

Emergency call-in Procedure shall consist of the following:

- 1) If off duty personnel are needed, the Fire Chief or his/her designee shall initiate a Recall.
- 2) The recall will then be sent out over an electronic notification system such as Active 911 or equivalent substitute.
- 3) The overtime will be awarded based on closest proximity to the firehouse caller(s) following the notification.
- 4) Overtime shall not be automatically granted when errors are made in this recall procedure.



Staffing overtime:

The “on call” shift shall be defined as the shift preceding the shift for which staffing overtime is required. The “off duty” shift shall be defined as the shift that follows the shift for which staffing overtime is required.

If staffing overtime is needed while a Captain is ON DUTY, staffing overtime will start with the senior firefighter for the “on call” shift and proceed, by seniority, through all firefighters on the “on call” shift. If staffing is still required, it shall proceed to the senior firefighter of the “off duty” shift, and proceed on by seniority. Only after all eligible firefighters have been offered overtime will each “on call” and “off duty” Captain be offered staffing overtime, with the “on call” Captain being offered first.

If staffing is needed while a Captain is NOT on duty, staffing recall will start with the “on call” Captain, then “off duty” Captain. Only after both Captains have been offered staffing overtime will the overtime be offered to the eligible firefighters, starting with the senior firefighter from the “on call” shift, and proceeding by seniority through that shift. If staffing overtime is still needed, it shall be offered to the senior firefighter of the “off duty” shift, then proceed through the firefighters by seniority.

If during the term of this collective bargaining agreement, new technology becomes available for notifying employees of the need for recall; this article shall be re-examined and re-written by MOU.

**ARTICLE 24**

**HEALTH AND SAFETY**

The health and safety of the public and bargaining unit members is of great concern to both parties to this Agreement. Employees must be familiar with and adhere to all applicable health and safety rules and procedures. In the event that an employee becomes aware of a working condition that poses an unreasonable risk of harm to the public or bargaining unit members, the employee should report the condition to his or her immediate supervisor as soon as possible. The City will review the reported condition promptly to determine whether it poses a significant threat to the safety or health of employees or members of the public and, if necessary, initiate appropriate corrective action.

**ARTICLE 25**

**LEAP YEAR ROTATION**

Shift Scheduling — In each leap year, 24-hour shifts will be rescheduled to avoid unfair holiday scheduling. There will be no additional pay for the rescheduling. On the last Saturday in February of a leap year, the shifts will be scheduled as follows:

Shift 1	0800 until 1600
Shift 2	1600 until 0000
Shift 3	0000 until 0800

Shift 1 is the platoon working the Friday, Shift 2 is the platoon that worked Thursday, and Shift 3 is the platoon that worked Wednesday, and will work Sunday.

The dates specified can be changed by mutual agreement of the Chief and the Union.

An employee may be off-duty on his assigned eight (8) hour leap year shift by taking personal leave, compensatory time, sick leave, vacation leave, or trading time in accordance with normal procedures for taking leave.

The City and the Union agree that the purpose of this special scheduling is for more equitable distribution of holidays worked, and no overtime shall be paid to accommodate this provision, nor shall any member lose any benefits normally accumulated during a normal twenty-four hour (24) hour shift.

Example of Schedule:

Wednesday	Thursday	Friday	Saturday 0800- 1600	Saturday 1600- 0000	Sat/Sun 0000- 0800	Sunday	Monday	Tues
A	B	C	C	B	A	A	B	C
B	C	A	A	C	B	B	C	A
C	A	B	B	A	C	C	A	B

## **ARTICLE 26**

### **TRANSFERS**

Section 26.1. The Fire Chief has authority to transfer bargaining employees from one shift to another.

Section 26.2. The Chief in preparation of filling long term vacancies of a shift shall post a notice of the vacancy on the Chiefs bulletin board (kitchen) and in all bargaining unit member’s city email. The notice shall be on division letterhead and the Chief shall select a bargaining unit member within five (5) calendar days from the posting deadline. Interested bargaining unit members shall provide a written transfer request within seven (7) calendar days from the posting date. The position shall be filled by the most senior qualified bargaining unit member signing up to be transferred. The Chief shall notify this employee in writing, on division letterhead of the date and time of the transfer. Notification to the transferring employees shall be given at least 30 calendar days prior to the transfer date, unless an earlier date is mutually agreed upon. As used in this article, “qualified” means that an employee meets all of the business/job-related requirements to properly perform the essential functions of the job. “Job-related requirements” include necessary skills, knowledge and abilities required on the shift.

Section 26.3. The Fire Chief may require an employee to transfer from one shift to another for temporary operational conditions that warrant such a transfer. The Chief shall notify the employee in writing, on division letterhead, of the date, time and duration of the temporary assignment. If the Fire Chief determines the need to temporarily transfer an employee, he shall meet with the Union and the employee, prior to issuing the order, to discuss the duration of the assignment.

## ARTICLE 27

### DURATION

The effective date of the 2021 contract shall be November 15, 2021. The contract will be in effect until November 14, 2024. A new contract shall be negotiated and take effect November 15, 2021.

## ARTICLE 28

### GRIEVANCE PROCEDURES (DISCIPLINE & INTERPRETATION OF CONTRACT)

Discipline — The tenure of every employee shall be during good behavior and efficient service. Any employee in the classified service who has completed the probationary period may be dismissed, suspended, or demoted for just and reasonable cause upon specific written charges.

Records of disciplinary action shall cease to have force and effect as indicated below provided there is no discipline for the same conduct in the specified time period.

1. Oral reprimand	Nine (9) months from date of issuance
2. Written reprimand	Twelve (12) months from date of issuance
3. Suspension (any) or Demotion	Thirty (30) months from date of issuance
4. Removal from employment	Permanent

No public disclosure of any disciplinary action taken or proposed against any employee shall be made unless and until criminal charges have also been filed, or in compliance with Ohio's Public Records Law (O.R.C. 149.43).

The Fire Chief may prefer charges, dismiss and discipline employee of his/her division for the following reasons: neglect of duty, insubordination, conduct unbecoming an employee, malfeasance, nonfeasance, misfeasance, abuse of leave policy of the Employer, physical incompetence, incompetence, failure to maintain a high level of professional performance, and any other cause that may be established by Council as a uniform rule by ordinance or resolution.

The Fire Chief preferring charges shall serve the employee with written notice of the charges preferred and the action taken. A copy of said written notice shall also be filed with the Director of Administration and the Civil Service Commission.

Not later than three (3) working days following the receipt of the charges, the employee may request that the disciplinary action shall be reviewed by the Director of Administration within five (5) working days of the receipt of the written request. The Director of Administration may uphold, modify, or deny the disciplinary action taken by the Fire Chief. The Decision of the Director of Administration shall be served on the employee or sent by certified mail, within five (5) days of his/her review.

A suspended, demoted, or dismissed employee may appeal in writing to the Civil Service Commission within ten (10) working days of the service of the Director of Administration's decision. Within seven (7) days after receiving the notices and papers from the Director, the Commission shall fix a time for a hearing of the appeal and shall give the appellant twenty (20) days prior written notice of the time and place of the hearing.

The Commission may, by majority vote, affirm, deny, or modify the disciplinary action and may reward retroactive pay and benefits or other relief as may be appropriate. It shall report its findings and decisions to the Director of Administration, who shall be required to implement such decision. The decision of the Civil Service Commission shall be a final order, except that it may be appealed upon questions of law to the Court of Common Pleas of Champaign County within thirty (30) days of the Civil Service Commission's decision.

In cases involving alleged discrimination or discriminatory harassment, moral turpitude, illegal use of controlled substances, workplace violence, assault against a member of the public, or any felony violation, the Commission shall be without authority to mitigate the penalty and shall be limited to deciding only whether or not the alleged violation did occur.

Interpretation of Contract — There shall be an earnest and prompt effort to settle differences. If any controversy or differences arises between an employee or group of employees and the Employer with respect to the application or alleged violation of this Agreement (except discipline, - see above), such controversy shall be handled as follows:

Step 1. An employee who has a grievance may take it up orally with his/her immediate supervisor within three (3) working days after the employee has knowledge of the event(s) upon which the grievance is based, and the immediate superior shall give his/her answer to the employee orally within three (3) working days after the grievance is presented to him/her. (A working day shall be defined as one 8-hour day Monday through Friday excluding holidays).

Step 2. If the employee's grievance is not satisfactorily settled in the first step, the grievance shall, within three (3) working days from the receipt of the answer, be reduced to writing and filed with the Chief of the Fire Division stating the complete details of the grievance including the time and circumstances of the event(s) and the remedy of relief requested. This written report shall be signed by the employee stating that the description is true and accurate. The Chief of the Division shall meet with the employee within five (5) working days from the receipt of the grievance. The Chief of the Fire Division shall issue his/her answer, in writing, within five (5) working days after this step 2 meeting.

Step 3. If the grievance is not satisfactorily settled at that level, the employee may, within three (3) working days, appeal the decision, in writing, to the Director of Administration. The Director of Administration shall meet with the employee within five (5) working days and submit his answer to the employee within ten (10) working days of this step 3 meeting. Failure of the Director of Administration to satisfactorily resolve the alleged grievance within a ten (10) working day period shall permit the Union the right to submit a demand for arbitration.

Arbitration for Interpretation of the Contract. The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) calendar days after receipt by the Employer of the demand for arbitration, the Union may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of same, the parties shall alternatively strike the names of the arbitrators until only one name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

Nothing herein shall prevent an employee from seeking assistance from the Union in furnishing such assistance at any stage of the grievance procedure.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles or sections in this Agreement. He may not modify or amend the Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The expenses of the arbitrator shall be borne equally by the Employer and the Union, unless such are paid by the State of Ohio or any other party. The findings and determination of the arbitrator shall be binding upon all parties concerned for grievances brought before it in the above described manner and for grievances or disputes falling within the scope of the provision.

## **ARTICLE 29**

### **SEVERABILITY**

If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by the governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this Agreement and upon written request of either party, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory resolution of the matter.

## **ARTICLE 30**

### **NONDISCRIMINATION**

Section 30.1. There shall be no discrimination, harassment, or pressure by the City, or the Union against any employee on the basis of the employee's membership or non-membership in the Union, such employee's good faith filing of or pursuing a grievance in accordance with Article 28 hereof or such employee's activities as an officer or other representative of the Union nor shall there be any unlawful discrimination on account of race, color, ancestry, disability/handicap, national origin, age, military status, religion, sex, or political affiliation. All references to members in this Agreement shall connote both sexes. Whenever the male gender is used, it shall be considered to include male and female members.

## **ARTICLE 31**

### **INCONSISTENT ORDINANCE REPEALED**

Any ordinance or parts of ordinance inconsistent herewith are hereby deemed to be repealed.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF URBANA, OHIO

URBANA FIREFIGHTERS  
ASSOCIATION, IAFF LOCAL 595

\_\_\_\_\_  
Kerry Brugger  
Director of Administration

\_\_\_\_\_  
Tyler Wolf  
President

\_\_\_\_\_  
Chris Boettcher  
Director of Finance

\_\_\_\_\_  
Eric Beverly  
Bargaining Committee Member

\_\_\_\_\_  
Mark Feinstein  
Director of Law

\_\_\_\_\_  
Jason Croker  
Bargaining Committee Member

**MEMORANDUM OF UNDERSTANDING**

Batavia Local School Dist. Bd. of Educ., 89 Ohio St. 3d 191 (2000). The parties agree that should the Ohio Supreme Court overrule the Batavia decision, this side letter shall not be needed to indicate the intent of the parties and shall dissolve, with no impact on the agreement or the rights of the parties.

In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

<b><u>Contract Article</u></b>	<b><u>Statute/Regulation Preempted</u></b>
Article 5, Seniority, Layoff/Recall	ORC 124.321 – 123.328
Article 27, Transfers	ORC 124.27 – 124.32
Article 29, Grievance Procedures	ORC 124.34
Article 15, Holidays	ORC 124.13
Article 12, Sick Leave	ORC 124.38
Article 16, Vacation (Annual Leave)	ORC 124.13

## **MEMORANDUM OF UNDERSTANDING**

The City shall continue to provide, at no cost to the EMT-B / paramedic:

- 1.) ACLS refresher as needed
- 2.) Continuing education hours annually on Standard Orders (protocol)
- 3.) FETN online continuing education or an equivalent substitute



Resolution No. 2620-21

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE 2022-2026 HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY (GRANTOR) AND THE CITY OF URBANA (GRANTEE).

WHEREAS, the Grantor through its Office of Community Development ("OCD") administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio;

WHEREAS, the Grantee has historically been an eligible recipient of CDBG and/or HOME funds;

WHEREAS, the Grantee has been previously awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate program income as defined in the Agreement;

WHEREAS, the Grantor has recognized the positive impact on community development initiatives when the use of program income is locally determined;

WHEREAS, the Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary goals of 1) Improving the affordable housing stock, and 2) Providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF URBANA, OHIO:

**Section One:**

The Mayor is hereby authorized to enter into and sign the 2022-2026 agreement with the Ohio Development Services Agency for the Housing Revolving Loan Fund Administration as attached to this resolution hereto as "Exhibit A".

**Section Two:**

That this Resolution shall take effect at the earliest time provided by law.


\_\_\_\_\_  
President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

This Resolution approved by me this \_\_\_\_\_ day of December, 2021.

\_\_\_\_\_  
Mayor

Department requesting: Community Development		Personnel: D. Crabill	Director of Law review
Expenditure? Y (N)	Emergency? Y (N)	Public Hearing? Y (N)	
Readings required: (1) 2 3		If yes, dates advertised:	
First reading date: December 21, 2021	Second reading date:	Third/Final reading date:	

Anticipated effective date if passed: January 4, 2022

# Exhibit A

## Housing Revolving Loan Fund Administration Agreement

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor") and **City of Urbana** (the "Grantee") for the period beginning **January 1, 2022** (the "Effective Date") and ending **December 31, 2026** (the "Termination Date").

### **Background Information**

- A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of:
  1. improving the affordable housing stock; and
  2. providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.
- D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Statement of the Agreement**

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.
2. **Definitions.**

- a. Housing Revolving Loan Fund (“RLF”) is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD’s Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund (“RLF Funds”) for the continued use in carrying out the same activities.
  - b. Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.
3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD’s Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor’s Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.
  4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee’s OCD-approved CHIP Program Partnership Agreement.
  5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD’s Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor’s written approval prior to the commencement of the Grantee’s local project.
  6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.
  7. **Subrecipient Agreements.** Except under circumstances subject to OCD Program Policy 20-04, Use of Subrecipients for Public Services Activities, Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.
  8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of

Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.
  - a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**
    - i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.
    - ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.
  - b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.** If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental

Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

- c. Additional guidance can be found at <https://development.force.com/OCDTA/s/article/Community-Housing-Impact-and-Preservation-CHIP-Program-Environmental-Review-Requirements-for-Utilizing-Partner-Program-Income>

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.
14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.
15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single

audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 176.05 and 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully

reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared

pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
26. **Adherence to State and Federal Laws, Regulations.**
  - a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.



- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.
29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
30. **Miscellaneous.**
- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Department of Development  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attention: Deputy Chief
- ii. In the case of Grantee, to:
- City of Urbana  
205 S Main Street PO Box 747, Urbana  
Ohio 43078-2113
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02 (the “Expense Rule”), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement

**Signature**

Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures.

**Grantee:**  
City of Urbana

**Grantor:**  
State of Ohio  
Ohio Department of Development  
Lydia L. Mihalik, Director

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Resolution No. 2621-21

***A RESOLUTION TO APPROVE A SANITARY SEWER TAP-IN FOR RYAN AND MOLLY ARMSTRONG AT 1756 OLD TROY PIKE (PARCEL #K41-11-11-34-00-010-09) AS AN EXTRATERRITORIAL CUSTOMER, AND DECLARING AN EMERGENCY (Suspension of rules requested by utility services applicant).***

WHEREAS, the City of Urbana has received an application on behalf of/from Ryan and Molly Armstrong to tap-in to City sanitary sewer service to an unincorporated parcel (K41-11-11-34-00-010-09) located at 1756 Old Troy Pike, which is located outside the city limits; and

WHEREAS, pursuant to Urbana Codified Ordinance 939.06, no new water main taps shall be permitted beyond City limits nor existing water main taps enlarged without the approval of City Council; and

WHEREAS, pursuant to Urbana Codified Ordinance 927.03, no extension of water shall be made unless a sanitary sewer is extended at the same time nor shall a sanitary sewer be extended without a similar extension of water; and

WHEREAS, pursuant to Urbana Codified Ordinance 931.15(e), all utility users outside the City limits shall pay two hundred percent (200%) of the total service fees for operation, maintenance, and replacement; and

WHEREAS, pursuant to Urbana Codified Ordinance 931.24, upon issuance of a new sewer connection permit for a property located outside of the City limits, the owner of the property shall file an annexation petition within sixty (60) days of the time that property becomes contiguous to the City of Urbana, and "the failure of any such non-resident sanitary sewer customer to comply with this condition shall be grounds for immediate termination of sanitary sewer service to the property" but this provision may be waived by the Director of Administration only with the concurrence of City Council, upon a finding of the existence of a specific necessity,

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Urbana, Ohio:

**Section 1:** That Council approves the requested tap-in to City sanitary sewer service as requested on behalf/from Ryan and Molly Armstrong to the property described as Permanent Parcel No. K41-11-11-34-010-09) and located at 1756 Old Troy Pike.

**Section 2:** That Council hereby requires a water tap-in to occur at the same time that sanitary sewer is extended to said property since existing water mains are currently located within relative proximity to this property.

**Section 3:** That Council authorizes such extension and tap-in with the understanding that all construction costs related to said sanitary sewer extension and tap-in shall be borne entirely by the applicant.

**Section 4:** That Council authorizes such extension and tap-in with the applicant being required to pay all applicable fees, including any required sanitary sewer tap-in (connection) fees and sanitary sewer capacity fees.

**Section 5:** That Council authorizes the Director of Administration to issue a termination order for sanitary sewer service upon failure of the property owner to initiate annexation within sixty (60) days of the time that property becomes contiguous to the City of Urbana.

**Section 6:** That this resolution shall take effect immediately upon passage in order to promote public health and welfare as this sanitary sewer extension and tap-in will provide improved sanitary sewer service for the applicant at the subject property.


\_\_\_\_\_  
Marty Hess, Council President

Passed: \_\_\_\_\_

Attest: \_\_\_\_\_

This Resolution approved by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Bean, Mayor

Department requesting: Community Development		Personnel: D. Crabill	Director of Law review 
Expenditure? <b>Y</b> (N)	Emergency? (Y) <b>N</b>	Public Hearing? <b>Y</b> (N)	
Readings required: <b>(1)</b> <b>2</b> <b>3</b>		If yes, dates advertised:	
First reading date: 12/21/21	Second reading date:	Third/Final reading date:	

Anticipated effective date if approved: 12/21/2021

## Resolution No. 2622-21

***A RESOLUTION TO APPROVE A WATER TAP-IN FOR RYAN AND MOLLY ARMSTRONG AT 1756 OLD TROY PIKE (PARCEL #K41-11-11-34-00-010-09) AS AN EXTRATERRITORIAL CUSTOMER, AND DECLARING AN EMERGENCY (Suspension of rules requested by utility services applicant).***

WHEREAS, the City of Urbana has received an application on behalf of/from Ryan and Molly Armstrong to tap-in to City water service to an unincorporated parcel (K41-11-11-34-00-010-09) located at 1756 Old Troy Pike, which is located outside the city limits; and

WHEREAS, pursuant to Urbana Codified Ordinance 939.06, no new water main taps shall be permitted beyond City limits nor existing water main taps enlarged without the approval of City Council; and

WHEREAS, pursuant to Urbana Codified Ordinance 927.03, no extension of water shall be made unless a sanitary sewer is extended at the same time nor shall a sanitary sewer be extended without a similar extension of water; and

WHEREAS, pursuant to Urbana Codified Ordinance 931.15(e), all utility users outside the City limits shall pay two hundred percent (200%) of the total service fees for operation, maintenance, and replacement; and

WHEREAS, pursuant to Urbana Codified Ordinance 939.07, upon issuance of a new water connection permit for a property located outside of the City limits, the owner of the property shall file an annexation petition within sixty (60) days of the time that property becomes contiguous to the City of Urbana, and "the failure of any such non-resident water customer to comply with this condition shall be grounds for immediate termination of water service to the property" but this provision may be waived by the Director of Administration only with the concurrence of City Council, upon a finding of the existence of a specific necessity,



**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Urbana, Ohio:

**Section 1:** That Council approves the requested tap-in to City water service as requested on behalf of/from Ryan and Molly Armstrong to the property described as Permanent Parcel No. K41-11-11-34-00-010-09 and located at 1756 Old Troy Pike.

**Section 2:** That Council hereby requires a sewer tap-in for this property to occur at the same time that water service is extended to said property since existing sewer mains are currently located within relative proximity to this property.

**Section 3:** That Council authorizes such extension and tap-in with the understanding that all construction costs related to said water extension and tap-in shall be borne entirely by the applicant.

**Section 4:** That Council authorizes such extension and tap-in with the applicant being required to pay all applicable fees, including any required water tap-in (connection) fees, water capacity fees, water meter fees, and water tapping fees.

**Section 5:** That Council authorizes the Director of Administration to issue a termination order for water service upon failure of the property owner to initiate annexation within sixty (60) days of the time that property becomes contiguous to the City of Urbana.

**Section 6:** That this resolution shall take effect immediately upon passage in order to promote public health and welfare as this water extension and tap-in will provide improved water service for the applicant at the subject property.

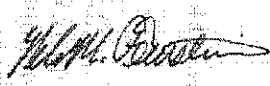
\_\_\_\_\_  
Marty Hess, Council President

Passed: \_\_\_\_\_

Attest: \_\_\_\_\_

This Resolution approved by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Bean, Mayor

Department requesting: Community Development		Personnel: D. Crabill	Director of Law review 
Expenditure? <b>Y</b> (N)	Emergency? (Y) <b>N</b>	Public Hearing? <b>Y</b> (N)	
Readings required: <b>(1)</b> <b>2</b> <b>3</b>	If yes, dates advertised:		
First reading date: 12/21/21	Second reading date:	Third/Final reading date:	

Anticipated effective date if approved: 12/21/2021

**ORDINANCE NO. 4388-22**

**AN ORDINANCE AUTHORIZING THE INDIGENT DEFENSE AGREEMENT WITH THE CHAMPAIGN COUNTY COMMISSIONERS TO ALLOW THE CITY AND COUNTY TO RECEIVE PARTIAL REIMBURSEMENT FROM THE OHIO PUBLIC DEFENDER COMMISSION FOR THE INDIGENT DEFENSE EXPENSES IN THE CHAMPAIGN COUNTY MUNICIPAL COURT AND DECLARING IT AN EMERGENCY.**

**WHEREAS**, an Agreement has been reached and proposed to be entered into by and between the Champaign County Board of County Commissioners and the City of Urbana and

**WHEREAS**, that Agreement is attached hereto and designated as "Exhibit A" in unsigned form; and

**WHEREAS**, the City recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with a violation of a city ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and;

**WHEREAS**, the County has created an appointed counsel system for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and;

**WHEREAS**, the County Commissioners, pursuant to Ohio Revised Code § 120.33 and Ohio Administrative Code § 120-1-09, may by resolution enter into a contract with a city to provide effective representation of indigent persons charged with a violation of an ordinance of the City; and

**WHEREAS**, the County has established a schedule of fees on an hourly basis to be paid to counsel for legal services provided under the Agreement attached;

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF URBANA, OHIO;**

**SECTION ONE:** The Director of Administration is hereby authorized and directed to enter into the attached Agreement on behalf of the City of Urbana, Ohio.

**SECTION TWO:** That all formal actions of this City Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this City Council and that all deliberations of the Council and any decision-making bodies of the City of Urbana which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the City of Urbana, including Section 121.22 of the Ohio Revised Code.

**SECTION THREE:** By reason of the emergency set forth in the Preamble, this Ordinance shall take effect immediately upon passage by Council and approval by the Mayor.

\_\_\_\_\_  
Marty Hess, Council President


Attest: \_\_\_\_\_

Date: \_\_\_\_\_

This ordinance approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bill Bean, Mayor

ORDINANCE NO. 4388-22

Department requesting: Administration		Personnel: K. Brugger	Director of Law Review  
Expenditure? <input checked="" type="checkbox"/> [Y] N	Emergency? Y <input type="checkbox"/> [N]	Public Hearing? Y <input type="checkbox"/> [N] If yes, dates advertised:	
Readings required: <b>1</b> <b>2</b> <b>[3]</b>			
First reading date: 12/21/2021	Second reading date: 1/4/2022	Third/Final reading date: 1/18/2022	

Anticipated effective date if approved: 1/19/2022

# Exhibit A

## CHAMPAIGN COUNTY COMMISSIONERS

1512 South U.S. Highway 68  
Suite A100  
Urbana, Ohio 43078  
Phone: 937-484-1611  
Fax: 937-484-1609

### Memo

**DATE:** December 1, 2021  
**TO:** Champaign County Municipalities  
**FROM:** Andrea Millice, Clerk/Administrator  
**RE:** Public Defender Agreements

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Enclosed please find two copies of the Public Defender Agreement for 2022. Please sign both copies once an authorizing motion has been passed by your council and return them to our office in the envelope that has been provided. We will return a copy to you once it has been signed by the Board of Commissioners and approved by the State of Ohio Public Defenders Office. In-court public defender fees remain at \$65.00 per hour and out-of-court fees will remain at \$50.00 per hour for 2022. Please contact our office if you have any questions or need additional information. Thank you for your assistance.

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the Champaign County Board of County Commissioners (the "County") and the City of Urbana (the "City").

WHEREAS, the City recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with a violation of a city ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and;

WHEREAS, the County has created an appointed counsel system for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and;

WHEREAS, the County Commissioners, pursuant to Ohio Revised Code §120.33 and Ohio Administrative Code §120-1-09, may by resolution enter into a contract with a city to provide effective representation of indigent persons under which the city shall reimburse the county for counsel appointed to represent indigent persons charged with a violation of an ordinance of the city, and;

WHEREAS, the County has established a schedule of fees on an hourly basis to be paid to counsel for legal services provided hereunder, and;

WHEREAS, this Agreement has been authorized by Ordinance No. \_\_\_\_\_ of the City Council of the City of Urbana passed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and by Resolution of the Champaign County Board of County Commissioners passed on \_\_\_\_\_, 20\_\_.

NOW, THEREFORE, in consideration of the mutual promises contained herein, intending to be legally bound, the parties agree as follows:

1. The City and County agree that the judge of the municipal court may assign, by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in the Municipal Court on or after the commencement date and during the term of this Agreement in which the defendant is indigent and charged with the commission of a criminal offense or act which is a violation of a city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
2. Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender pursuant to Ohio Revised Code §120.03, §120.05 and Ohio Administrative Code §120-1-03. In addition to indigency

determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

3. A major purpose of this Agreement is to enable the City to obtain partial reimbursement from the Ohio Public Defender Commission of attorney fees and expenses for counsel appointed in the Municipal Court for indigent persons charged with the commission of a criminal offense or act which is a violation of city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this Agreement shall be resolved in favor of obtaining this result.
4. The City agrees to reimburse the County for that portion of the costs not reimbursed by the State of Ohio for providing counsel to indigent persons charged with the commission of an offense or act which is a violation of city ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
5. Payment by the City for representation of such indigent persons in the Municipal Court shall not exceed the fee schedule in effect and adopted by the Champaign County Board of County Commissioners.
6. The duration of this Agreement shall be for the term of one year commencing on January 1, 2022 and ending on December 31, 2022.
7. If either the County or the City shall fail to fulfill, in a reasonable, timely and proper manner, its obligations under this Agreement or if either party shall substantially violate any of the covenants, Agreements, or stipulations of this Agreement, then the aggrieved party shall have the right to terminate this Agreement by giving thirty days written notice of such termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this Agreement by the other party.
8. This Agreement may only be amended by written agreement signed by the parties and made a part hereof.
9. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against the application for such employment because of race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The County shall insert a similar provision in any subcontract for services covered by this Agreement.
10. No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to

which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of and such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF CHAMPAIGN COUNTY

Witness

by \_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_

CITY OF URBANA, OHIO

Attest

by \_\_\_\_\_

\_\_\_\_\_

Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Champaign County Prosecuting Attorney



ORDINANCE NO. 4556-21

AN EMERGENCY ORDINANCE TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT  
(Suspension of Rules)

AN EMERGENCY RESOLUTION AUTHORIZING the Director of Administration to execute the Participation Agreement for the OneOhio Subdivision Settlement with Janssen/Johnson&Johnson pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the City of Urbana, Ohio (herein "Municipality") is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of Urbana has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Urbana City Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by Janssen/Johnson&Johnson to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement; and

WHEREAS, Urbana City Council wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement:

NOW THEREFORE, BE IT ORDAINED BY COUNCIL OF THE CITY OF URBANA, OHIO.

Section 1. That the Urbana City Council hereby accepts the Proposed Settlement on behalf of the City of Urbana, pursuant to the terms of the OneOhio MOU.

Section 2. That the Director of Administration is hereby authorized and directed to complete and execute the Settlement Participation Form, attached hereto and incorporated herein.

Section 3. That it is found and determined that all formal actions of the Council relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the City of Urbana. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

\_\_\_\_\_  
 President of Council

Passed: \_\_\_\_\_

Attest: \_\_\_\_\_

This Ordinance approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

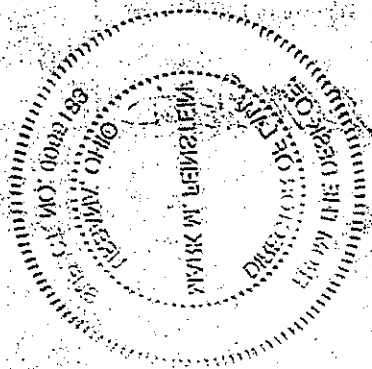
\_\_\_\_\_  
 Mayor, City of Urbana

Department requesting: Law		Personnel: Mark Feinstein	Director of Law Review  <i>Mark Feinstein</i>
Expenditure? <del>Y</del> <u>N</u>	Emergency? <u>Y</u> <del>N</del>	Public Hearing? <del>Y</del> <u>N</u> If yes, dates advertised:	
Readings required: <u>1</u> <del>2</del> <del>3</del>			
First reading date: 12/21/2021	Second reading date: NA	Third/Final reading date: NA	

Anticipated effective date if approved: 12/22/2021

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**Settlement Participation Form**

Governmental Entity: Urbana city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Ohio. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Ohio that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Ohio, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.



8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). This virtual envelope contains a Participation Agreement including a release of claims. The document in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. In your state, the settlement will not move forward unless 95% or more of the Litigating Subdivisions and Litigating Special Districts population participates. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. The Ohio Attorney General's Office has also set up a state-specific website, which may be found at: <https://ohioattorneygeneral.gov/Media/Easing-the-opioid-addiction-crisis>. If you have questions, please contact [Jonathan.Blanton@OhioAGO.gov](mailto:Jonathan.Blanton@OhioAGO.gov), (614) 728-1171.



Subdivision	Region	Direct Payment - 70%	Direct Payment - 100%	Foundation Regional Total at 70%	Foundation Regional Total at 100%
Upper Township	Region 10	\$ 243.34	\$ 347.63	\$ 1,748,124.96	\$ 2,497,321.37
Urbana City	Region 15	\$ 18,720.14	\$ 26,743.06	\$ 2,360,110.56	\$ 3,371,586.51
Urbancrest Village	Region 01	\$ 111.86	\$ 159.80	\$ 7,120,475.06	\$ 10,172,107.23
Utica Village	Region 18	\$ 1,464.32	\$ 2,091.89	\$ 2,929,904.96	\$ 4,185,578.52
Valley Hi Village	Region 15	\$ 42.84	\$ 61.20	\$ 2,360,110.56	\$ 3,371,586.51
Valley Township   GUERNSEY COUNTY	Region 12	\$ 177.05	\$ 252.92	\$ 1,416,059.49	\$ 2,022,942.12
Valley Township   SCIOTO COUNTY	Region 09	\$ 592.31	\$ 846.16	\$ 3,370,435.62	\$ 4,814,908.03
Valley View Village	Region 03	\$ 5,170.00	\$ 7,385.71	\$ 2,311,674.06	\$ 3,302,391.51
Valleyview Village	Region 01	\$ 522.02	\$ 745.74	\$ 7,120,475.06	\$ 10,172,107.23
Van Buren Township   DARKE COUNTY	Region 15	\$ 112.12	\$ 160.18	\$ 2,360,110.56	\$ 3,371,586.51
Van Buren Township   PUTNAM COUNTY	Region 16	\$ 75.45	\$ 107.79	\$ 804,410.38	\$ 1,149,157.69
Van Buren Township   SHELBY COUNTY	Region 15	\$ 127.09	\$ 181.56	\$ 2,360,110.56	\$ 3,371,586.51
Van Buren Village	Region 17	\$ 98.70	\$ 55.28	\$ 1,970,982.61	\$ 2,815,689.44
Van Wert City	Region 16	\$ 17,212.81	\$ 24,589.73	\$ 804,410.38	\$ 1,149,157.69
Van Wert County	Region 16	\$ 36,538.91	\$ 52,198.45	\$ 804,410.38	\$ 1,149,157.69
Vandalia City	Region 08	\$ 31,485.98	\$ 44,979.98	\$ 5,140,923.53	\$ 7,344,176.47
Vanue Village	Region 17	\$ 36.29	\$ 51.84	\$ 1,970,982.61	\$ 2,815,689.44
Venedocia Village	Region 16	\$ 12.10	\$ 17.28	\$ 804,410.38	\$ 1,149,157.69
Venice Township	Region 17	\$ 3.26	\$ 4.66	\$ 1,970,982.61	\$ 2,815,689.44

# National Opioid Settlement

## Frequently Asked Questions about the National Opioid Settlement [Subject to ongoing corrections and updates]

### 1. Which Entities Are Eligible to Participate?

These settlements are open only to states and subdivisions. Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payers) are not included (and will not be released).

All states may participate in the J&J settlement and all states except West Virginia may participate in the Distributors settlement.[1] Washington DC and the five U.S. Territories[2] are treated as states in the settlements. Within a settling state, political subdivisions may participate, including all county, municipal, and township governments and any other subdivision that has filed a lawsuit that falls within the release provisions of the agreements. “Special Districts” such as school districts, fire districts, and hospital districts also may participate (with certain limitations).[3] Subdivisions and Special Districts in non-settling states cannot participate in the settlements.[4] Subdivisions and Special Districts that separately resolved their claims with the Distributors or J&J prior to the Reference Date (explained below) also cannot participate.

Each settling state, subdivision, or Special District must provide a release to participate. (The settlements also incentivize states to obtain legislative or judicial bars on subdivisions and Special Districts suing on claims otherwise encompassed in the settlement. Even if a settling state has obtained a bar, however, a subdivision must provide a release of its own to participate and be eligible for designated subdivision settlement funds.)

### 2. What Funds Will Be Available for Abatement?

About \$23.5 billion of the maximum \$26 billion would be available to be paid out in settlement proceeds for abatement, if there is full participation in the settlement. About \$760 million of that is set aside as a credit towards potential settlements with the Tribes and certain subdivisions, leaving a “net abatement” settlement fund of about \$22.8 billion. Each of the Distributors will make annual

payments consisting of base and incentive payments (described below). Each of the Distributors and J&J will make annual payments consisting of base and incentive payments (described below).[5] Approximately half of settlement funds are earmarked for base payments. The remaining funds are earmarked for incentive payments determined on a state-by-state basis depending on whether certain benchmarks are met.[6]

### 3. How Will Settlement Proceeds Be Used?

The parties intend that the “net abatement” settlement proceeds shall be used for opioid remediation, and have agreed that at least 85% of the “net abatement” proceeds shall be used for opioid remediation.[7] At least 70% of the funds are to be used to fund future opioid-remediation efforts. The agreement includes a broad and non-exhaustive list of qualifying opioid remediation expenditures.[8]

### 4. What Is the Process to Opt In and What Are the Deadlines to Do So?

There are three phases before either settlement becomes effective. And there are opportunities to walk away if there is not enough “critical mass” to make settlement worth continuing. The settlements are designed to incentivize higher participation rates.

Phase 1, State Participation: Each state will have 30 days to decide whether to participate in the settlements. The Distributors and J&J then each have up to 14 days to decide whether, in their view, there is enough “critical mass” to proceed to the next phase of the respective settlements.

Phase 2, Subdivision Participation: In phase 2, the subdivisions in each settling state will have 120 days to decide whether to participate in the settlements (the “Initial Participation Date”). The Distributors and J&J each then have 30 days to again decide whether there is enough “critical mass” to proceed with the respective settlements (the “Reference Date”).

Phase 3, Consent Judgments and Effective Date: The Effective Date for the settlements is 60 days after the Reference Date. During that time, each settling state will seek entry of a consent judgment to implement releases and injunctive relief. No settlement funds will be disbursed to a settling state unless a consent judgment has been entered.

Later Participation: States may join the settlements after the Initial Participation Date only with the consent of the Distributors/J&J. Subdivisions of settling states may sign on and participate after the Initial Participation Date (“Later Participating Subdivisions”), but may receive lower total payments than those that join earlier. If a state joins after the 30-day state cutoff, the subdivisions in that state

will be given 90 days from the date the state joins.

#### 5. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated among three subfunds for each settling State: a State Fund, an Abatement Accounts Fund, and a Subdivision Fund. There are several important points to observe with respect to three subfunds:

- The settlement agreements provide default allocations among the subfunds (15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund). These defaults can be changed state-by-state through a qualifying agreement between a state and its subdivisions, or by a qualifying statute or statutory trust.[9]
- Under the default, at least 50% of the annual spend from the Abatement Accounts Fund must be allocated at a regional Each settling state will have an Advisory Committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund.[10]
- Certain participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund.
- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund. A settling subdivision also may choose to direct all or a portion of its Subdivision Fund to the State's Abatement Accounts Fund or to another settling subdivision.

#### 6. How Much Will a Settling State Receive in Base Payments?

Approximately \$12.1 billion in abatement funds would be available for base payments to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, as explained below.

#### 7. How Much Can a State Receive in Incentive Payments?

Approximately \$10.6 billion in abatement funds would be earmarked for "Incentive Payments" designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation. States can qualify for four different Incentive Payments: Incentive Payments A-D. In years 1 and 2, each settling state will receive Incentive Payment A automatically and no other Incentive Payment. While the Incentive

Payments under the Distributors' agreement and J&J's agreement are similar, there are differences in how they operate and when they accrue.

#### 8. How Will Payments Be Calculated? How Will Payments Be Allocated Among the Settling States and Subdivisions?

If the proposed settlements become effective, each of the Distributors and J&J would make annual payments consisting of base and incentive payments (described above). (J&J also will make an "initial payment" of base and incentive payments.) Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top level allocation among all states of the maximum potential payment. How much of that maximum amount each state will receive in any given year is then based on (a) which Incentive Payment categories that state qualifies for that year; and (b) whether amounts otherwise payable are suspended due to litigation by non-settling subdivisions within a settling state and whether any offsets are taken against amounts otherwise payable, based on judgments in favor of non-settling subdivisions. Once the annual payment for a state is calculated, the further allocation of that state's payment among that state's Abatement, State, and Subdivision Funds proceeds as outlined above.

#### 9. How Will the State-Level Allocations Be Made?

For purposes of the top level maximum potential allocation discussed above, an Overall Allocation Percentage has been calculated for each state. The Overall Allocation Percentage is a blend (85%/15%) of sub-percentages calculated at both the state and subdivision levels.

The sub-percentages for each state are based principally on population. The sub-percentages for each subdivision were calculated based on each subdivision's proportionate share of the nationwide impact of the Opioid epidemic using reliable, detailed, and objective national data, including (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact because the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

#### 10. How Do "Tiers" Affect Payments?

There would be four possible Tiers applicable to the agreements; the more states and subdivisions that participate, the higher the Tier. The Tiers impact the extent to which payments can be suspended or offset due to litigation.

Under the Distributors' agreement, and subject to certain exceptions, the Tiers would determine (a) the circumstances and periods under which litigation by Later Litigating Subdivisions will trigger a suspension of a portion of a state's annual payment, (b) the per capita rate used to calculate the suspension amounts, (c) the annual per state cap on suspension amounts, and (d) the annual per state cap on offsets for certain monetary judgments in favor of non-settling subdivisions.

Under J&J's agreement, the Tiers would affect the circumstances under which litigation by non-settling subdivisions will trigger a suspension of a portion of a state's base and incentive payments.

11. Can Settlement Payments Be Suspended? Can a Defendant Take an Offset Against a Settlement Payment?

Yes, if the settlements become effective, portions of a settling state's payments could be held in suspension and/or offset under specified circumstances concerning litigation by its subdivisions.

A central goal of the proposed settlements is to shift the focus from litigation to getting Opioid abatement funds to states and subdivisions. With that goal in mind, portions of the payments to each state may be subject to "suspension" (i.e., placed in escrow) in the event certain subdivisions bring or expand litigation against the Distributors or J&J after the Reference Date, if the litigation continues past specified suspension deadlines. The suspension deadlines are determined by the applicable participation Tier (the higher the Tier, the less onerous the suspension deadline). Dollar-for-dollar "offsets" also may be taken if certain subdivisions obtain judgments that require payments by the Distributors or J&J.

- Will There Be a Grace Period During Which Payments Will Not Be Subject to Suspension?

Yes. Under the Distributors' agreement, suspensions will not be applicable to any settling state's annual payments during the first two payment years and, in payment years 3-18, suspensions are not applicable to the annual payment of any state that is eligible for Incentive Payment A (see above) in that year. Other exceptions would apply, including claims for less than \$10 million and (when Tier 1 applies) claims by subdivisions of fewer than 10,000 people.

Under J&J's agreement, the suspension will not affect base payments in years 1-7. The suspension would affect only Incentive Payments A-D in any year and base payments in the last two payment years.

12. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the Opioid epidemic in communities across the nation, the proposed settlements would provide robust injunctive relief that will require the Distributors and J&J to make significant changes in the way they conduct their business in order to address the Opioid epidemic on the supply side as well. Among other changes, the Distributors must follow substantially increased and improved measures to identify suspicious orders and pharmacy customers, under the oversight of an independent third-party monitor. The Distributors each would be required to begin using a clearinghouse that accounts not only for their own opioid shipments, but the shipments of the other distributors. This enables, for the first time, a truer picture of overall opioids distribution and requires drug distributors to alter their shipments based on the shipments by others. This clearinghouse will use the Distributors' collective data to establish pharmacy-specific opioid shipment limits that each Distributor must follow.

As for J&J, which no longer markets or sells Opioids, the company and its subsidiaries (including Janssen) would agree not to reintroduce any Opioids for a 10-year period. This prohibition would extend to the manufacture, sale, promotion, and distribution of any opioid products as well as any lobbying relating to prescription opioids. J&J has also would agree to make the clinical trial data for its discontinued opioid products available for medical research via the Yale University Open Data Access Project.

### 13. How Will Attorneys' Fees and Costs Be Addressed?

The overarching goal of this global settlement is to dedicate funds to abate opioid-related harms. If private lawyers representing the states and thousands of subdivisions were to enforce their contingency fee contracts, a significant portion of the global settlement payments would go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the Distributors and J&J. As a result, the government entities that hired counsel to litigate against the Distributors and J&J would net less proportional recovery than entities that did not litigate, even though it was this active state and subdivision litigation that led to this historic settlement. To guard against this imbalance and maximize the amounts available for abatement, the negotiating State Attorneys General, the PEC's Negotiation Team, and the settling defendants have proposed to agree that these defendants will pay, and the parties will set aside, separate funds totaling a maximum of \$1.95 billion to pay private counsel attorneys' fees.

These funds would include \$350 million for outside counsel representing participating states and about \$1.6 billion for outside counsel representing participating subdivisions. The \$350 million state fund would be allocated by agreement between the states and their outside counsel.

### 14. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website, <https://nationalopioidsettlement.com/>. The website will provide current information on an ongoing basis as the settlement implementation progresses.

[1] West Virginia previously settled with the Distributors in an unrelated settlement. A portion of the Distributors' settlement funds is treated as a credit toward potential settlements with West Virginia subdivisions and with Tribes. For J&J's agreement, a portion of the settlement funds is treated as a credit for Oklahoma, non-settling government entities and the Tribes. Settlement payments by the Distributors and J&J are calculated as net after those credits.

[2] American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

[3] Special Districts are treated as subdivisions under the Distributor agreement. The J&J agreement defines Special Districts separately from subdivisions, but still allows them to participate in the settlement by signing release forms.

[4] There is one exception in the J&J settlement agreement: subdivisions of the State of Oklahoma, whose litigated claims against J&J are the subject of an appeal pending in the Oklahoma Supreme Court, are eligible to participate in the J&J settlement whether or not the State elects to participate.

[5] J&J's base and incentive payments are front-loaded, with about 80% coming in the first three years and the rest over the next six years. The Distributors' payments are spread over 18 years.

[6] In the Distributors' agreement, 55% of the payments are earmarked as base payments. In the J&J agreement, 45% of the payments are earmarked as base payments.

[7] If settlement proceeds are used for something other than Opioid Remediation, the amounts and uses (including any use to pay attorneys' fees and costs) must be publicly reported.

[8] If settlement proceeds are used for something other than Opioid Remediation, the amounts and uses (including any use to pay attorneys' fees and costs) must be publicly reported.

[9] Allocation agreements/statutes have already been reached or enacted in several states.

[10] Spending from the Abatement Allocation Account Fund will be tracked and reported annually.



**ORDINANCE NO. 4557-21**

**AN ORDINANCE ADOPTING A STATEMENT OF SERVICES TO BE PROVIDED TO TERRITORY CONSISTING OF APPROXIMATELY 256.386 ACRES, MORE OR LESS, IN URBANA TOWNSHIP PROPOSED FOR ANNEXATION TO THE CITY OF URBANA BY MATTHEW T. WATSON, ATTORNEY AT LAW, AS AGENT FOR THE PETITIONER, PHOENIX AG LTD., AND DECLARING AN EMERGENCY.**

WHEREAS, a petition has been filed with the Champaign County Commissioners on December 9, 2021 by Matthew T. Watson, Attorney at Law, as agent for the petitioner, Phoenix Ag LTD., for annexation to the City of Urbana, certain real estate in Urbana Township designated in Exhibits "A" & "B" hereto; and

WHEREAS, pursuant to Section 709.023 (C), Ohio Revised Code, the City Council is required to adopt a statement indicating what services, if any, the City will provide to the territory proposed for annexation within twenty (20) calendar days of the petition's filing date; and

NOW, THEREFORE, IT IS ORDAINED BY THE COUNCIL OF THE CITY OF URBANA, OHIO:

**SECTION ONE:**

That, with respect to the territory proposed for annexation aforesaid, the City of Urbana will provide such services as are otherwise provided to incorporated areas of this City in accordance with applicable contemporary law, practice, custom, regulation and resources. The services of the City of Urbana currently include, but are not limited to, police, fire, ambulance, repair and maintenance of publicly dedicated streets, zoning, access to existing municipal water and sewer lines and service as well as general municipal government.

**SECTION TWO:**

These services will be provided starting on the date that the annexation is recorded with the Champaign County Recorder's Office which is also the effective date of the annexation. Municipal water and/or sewer will be provided at the established outside city rate until the effective date of the annexation.

**SECTION THREE:**

That, with respect to the territory proposed for annexation aforesaid, the City of Urbana hereby consents to the proposed annexation, and the City of Urbana agrees to provide

services as outlined in Section One of this ordinance on the effective date of this territory being annexed into the City of Urbana.

**SECTION FOUR:**

This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety, and welfare by the provision of municipal services to the territory for annexation. The reasons for such necessity are the established timeframes established in Ohio Revised Code for this annexation process. Therefore, this ordinance shall go into immediate effect.


\_\_\_\_\_  
Marty Hess, Council President

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

This Ordinance approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Bean, Mayor

Department requesting: Community Development		Personnel: D. Crabill	Director of Law review 
Expenditure? Y (N)	Emergency? (Y) N	Public Hearing? Y (N)	
Readings required:	(1) 2 3	If yes, dates advertised:	
First reading date: December 21, 2021	Second reading date:	Third/Final reading date:	

# EXHIBIT A

**256.386 ACRES  
TO BE ANNEXED FROM URBANA TOWNSHIP  
TO THE CITY OF URBANA**

Situated in the Township of Urbana, County of Champaign, State of Ohio; also being a part of Section 30, Township 5, Range 11, Between the Miami Rivers Survey; also being a 137.395 acre tract as conveyed to Phoenix AG, LTD. as described in Official Record 477 Page 617 and a part of a 131.962 acre tract as conveyed to Phoenix AG, LTD. as described in Official record 580 Page 1688 and a 8.275 acre tract as conveyed to State of Ohio as described in Volume 205 Page 1; being more particularly described as follows:

Beginning at a 5/8" iron pin found at the southwesterly corner of Section 30, also being a common corner to Section 29, Section 35 and Section 36; said point being the southwesterly corner of said 131.962 acre tract, said point also being a corner to a 395.095 acre tract as conveyed to Michael S. Phelps, Trustee as described in Official Record 566 Page 385 Tract 1, said point also being the **TRUE POINT OF BEGINNING** and from said beginning point running thence,

Along the westerly line of Section 30 and a westerly line of said 131.962 acre tract, also being along an easterly line of said 395.095 acre tract, **North 04° 47' 18" East for a distance of 2615.63'** to an iron pin set, said point being the southeasterly corner of Lot 24 of Norwood Addition to the City of Urbana as recorded in Plat Cabinet 1 Slide 140; thence,

Along a westerly line of said 131.962 acre tract, also being along the easterly lines of Lots 24, 25, 26 and 27 of said Norwood Addition, **North 04° 13' 50" East for a distance of 1320.63'** to a 5/8" iron pin found, said point being the northeasterly corner of said Lot 27 and the southeasterly corner of a 39.117 acre tract as conveyed to Richard M. Dwyer, Trustee as described in Official Record 565 Page 87; thence,

Along a westerly line of said 131.962 acre tract, also being along a portion of the easterly line of said 39.117 acre tract, **North 04° 22' 44" East for a distance of 731.68'** to a 5/8" iron pin found; thence,

Along a northerly line of said 131.962 acre tract, also being along southerly lines of lands conveyed to Robert Lockwood Jr. and Zelma M Lockwood as described in Volume 245 Page 655 Tract II and Tract III, Steven M. Craig as described in Official Record 39 Page 27 and Official Record 204 Page 822, David C. Warwick and Samantha J. Warwick as described in Official Record 425 Page 2191, Joshua R Claybaugh as described in Official Record 578 Page 5899, Bruce S Frantom and Terry L. Frantom as described in Official Record 556 Page 2137, and Rodney E. Monteith and Roberta Monteith as described in Official Record 419 Page 579, **South 84° 47' 49" East for a distance of 1291.65'** to a 5/8" iron pin found, said point being on the division line between the City of Urbana and the Township of Urbana; thence,

Along a line through said 131.962 acre tract and then a common line between said 131.962 acre tract and said 137.395 acre tract, also being along the existing division line between the City of Urbana and the Township of Urbana, **South 05° 21' 02" West for a distance of 779.67'** to a point; thence,

Along a northerly line of said 137.395 acre tract and along the northerly line of said 8.275 acre tract, also being along the existing division line between the City of Urbana and the Township of Urbana, **South 84° 37' 28" East for a distance of 1665.88'** to a MAG nail set along the centerline of Norwood Avenue (State Route 29); thence the following six (6) courses along the centerline of Norwood Avenue and easterly lines of said 137.395 acre tract and said 131.962 acre tract and along the division line between the City of Urbana and the Township of Urbana:

- 1) **South 31° 03' 08" East for a distance of 274.90'** to a MAG nail set; thence,
- 2) **South 33° 08' 09" East for a distance of 758.90'** to a MAG nail set; thence,
- 3) **South 32° 12' 09" East for a distance of 378.80'** to a MAG nail set; thence,
- 4) **South 17° 29' 09" East for a distance of 324.10'** to a MAG nail set; thence,
- 5) **South 12° 23' 08" East for a distance of 136.00'** to a MAG nail set; thence,

- 6) **South 05° 38' 09" East for a distance of 128.50'** to a MAG nail set, said point being a northeasterly corner of lands conveyed to Michael G. Russell as described in Official Record 169 Page 473; thence,

Along a common line between said 131.962 acre tract and said lands of Michael G. Russell and then along a line through said 131.962 acre tract, also being along the division line between the City of Urbana and the Township of Urbana, **North 85° 53' 09" West for a distance of 1343.55'** to a point; thence,

Along a line through said 131.962 acre tract and being along the division line between the City of Urbana and the Township of Urbana **South 04° 25' 17" West for a distance of 404.29'** to an iron pin set; thence,

Along a southerly line of said 131.962 acre tract, also being along the northerly terminus of Edgewood Avenue (50' right-of-way) and a northerly line of a 39.117 acre tract as conveyed to Richard M. Dwyer, Trustee as described in Official Record 565 Page 87, **North 85° 51' 44" West for a distance of 402.69'** to 5/8" iron pin found; thence,

Along an easterly line of said 131.962 acre tract and a westerly line of said 39.117 acre tract, **South 08° 13' 28" West for a distance of 338.13'** to an iron pin set; thence,

Along a southerly line of said 131.962 acre tract and a northerly line of said 39.117 acre tract, **North 82° 50' 18" West for a distance of 592.00'** to an iron pin set; thence,

Along an easterly line of said 131.962 acre tract and a westerly line of said 39.117 acre tract, **South 07° 05' 09" West for a distance of 1514.56'** to a 5/8" iron pin found, said point being along a northerly line of a 19.986 acre tract as conveyed to State of Ohio as described in Volume 204 Page 616, said point also being along the southerly line of Section 30; thence,

Along a southerly line of said 131.962 acre tract, also being along a portion of the northerly line of said 19.986 acre tract and then along a northerly line of said 395.095 acre tract, **North 82° 39' 24" West for a distance of 1558.78'** to the point of beginning, containing 256.386 acres of land.

Basis of bearings is the State Plane Coordinate System, Ohio South Zone (NAD83-2011) with the southerly line of Section 30 being North 82° 39' 24" West based on a GPS survey utilizing CORS Station "OHCL".

The total length of the annexation perimeter is 16,560'+/-, of which 6,195'+/- are contiguous with existing City of Urbana Corporation Lines, being 37.4%+/- contiguous.

This description is intended for annexation purposes only and is not to be used in the transfer of land.



*Michael L. Keller*

Michael L. Keller  
Professional Surveyor, Ohio License No. 7978

10/28/2021

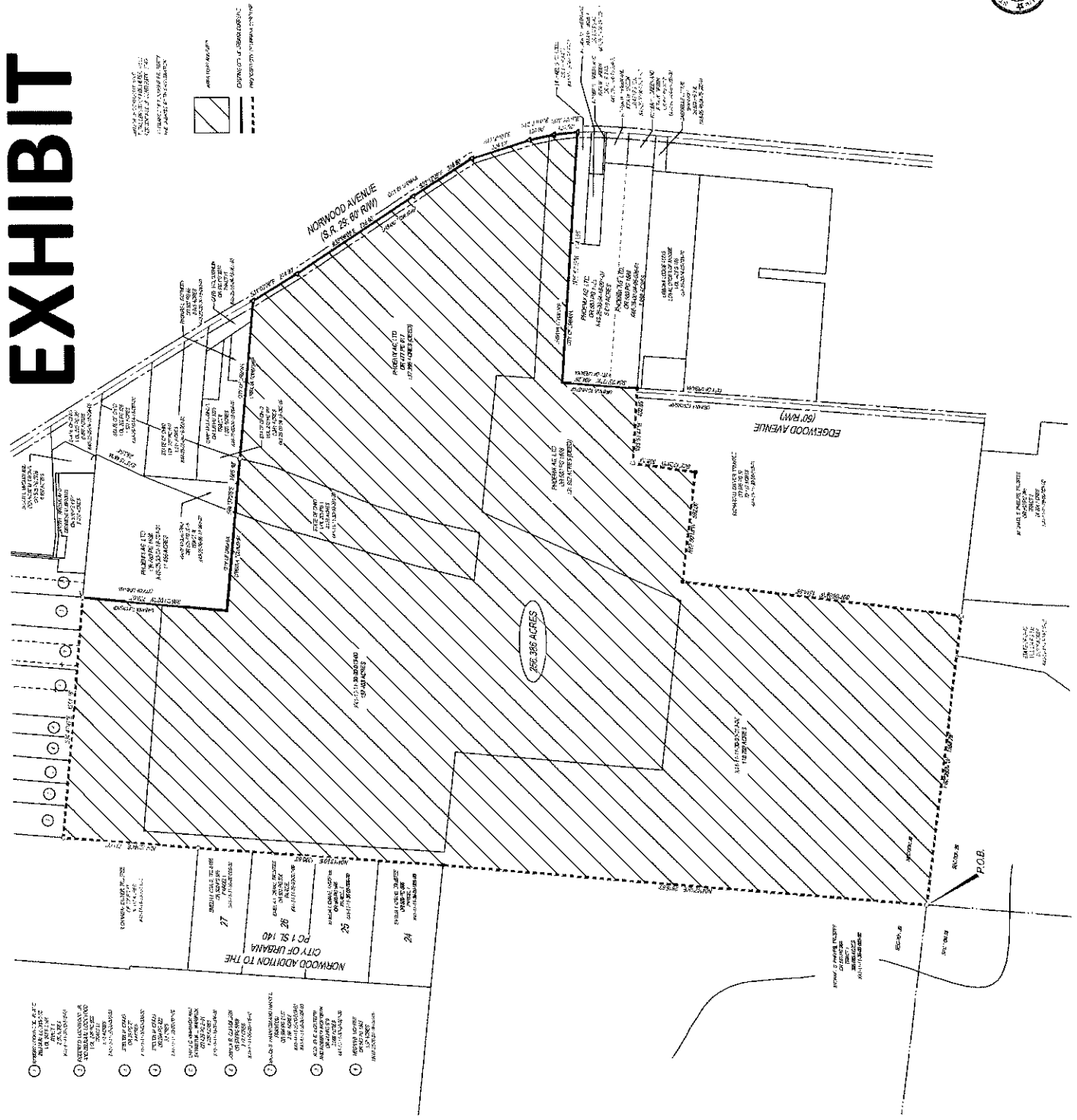
Date

# EXHIBIT B



## LEGEND

- 1. EXISTING IMPROVEMENTS
- 2. EXISTING UTILITIES
- 3. EXISTING DRIVEWAYS
- 4. EXISTING DRIVEWAYS
- 5. EXISTING DRIVEWAYS



- 1. EXISTING IMPROVEMENTS
- 2. EXISTING UTILITIES
- 3. EXISTING DRIVEWAYS
- 4. EXISTING DRIVEWAYS
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- 48. EXISTING DRIVEWAYS
- 49. EXISTING DRIVEWAYS
- 50. EXISTING DRIVEWAYS

NOTES:  
 1. SEE SHEET FOR PLAN AND SPECIFICATIONS.  
 2. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND THE BOARD OF PUBLIC WORKS.  
 3. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE IMPROVEMENTS SHOWN ON THIS PLAN AND DOES NOT EXTEND TO THE ACCURACY OF THE SURVEY DATA OR THE LEGAL DESCRIPTION THEREOF.  
 4. THE ENGINEER DOES NOT WARRANT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE OR THAT IT WILL BE USED FOR ANY PURPOSE OTHER THAN THAT INTENDED BY THE ENGINEER.

256.386 ACRES  
 LAND OF PROBERT & CO., LTD.  
 8222 W. 10TH ST. S. 1/4 11TH RANGE,  
 TOWNSHIP OF URBANA,  
 COUNTY OF LINCOLN,  
 NEBRASKA

SCALE: 1" = 200'

DATE: 11/11/2011

PROJECT: ANNEXATION  
 FLAT

1 OF 1

**ORDINANCE NO. 4558-21**

**AN ORDINANCE RELATING TO LAND USE AND ZONING BUFFERS FOR TERRITORY CONSISTING OF APPROXIMATELY 256.386 ACRES, MORE OR LESS, IN URBANA TOWNSHIP PROPOSED FOR ANNEXATION TO THE CITY OF URBANA BY MATTHEW T. WATSON, ATTORNEY AT LAW, AS AGENT FOR THE PETITIONER, PHOENIX AG LTD., AND DECLARING AN EMERGENCY**

WHEREAS, a petition has been filed with the Champaign County Commissioners on December 9, 2021 by Matthew T. Watson, Attorney at Law, as agent for the petitioner, Phoenix Ag LTD., for annexation to the City of Urbana, certain real estate in Urbana Township designated in Exhibits "A" & "B" hereto; and

WHEREAS, pursuant to Section 709.023 (C), Ohio Revised Code, the City Council is required to adopt an ordinance relating to land use and zoning buffers for territory proposed for annexation within twenty (20) calendar days of the petition's filing date; and

NOW, THEREFORE, IT IS ORDAINED BY THE COUNCIL OF THE CITY OF URBANA, OHIO:

**SECTION ONE:**

That, with respect to the territory proposed for annexation aforesaid, the City of Urbana hereby finds that the existing land use of this territory is compatible with surrounding land uses under the existing township zoning regulations.

**SECTION TWO:**

That, with respect to the territory proposed for annexation aforesaid, the City of Urbana shall reserve the right to zone the territory to maintain compatible land use in the territory proposed for annexation in accordance with the provisions of Chapter 1113 and Part 11 of the Codified Ordinances of the City of Urbana after the annexation process has been officially completed. Furthermore, this territory is currently zoned M-1 by Urbana Township and the City of Urbana anticipates that this territory will be designated as M-1 once the annexation process is completed. In addition, this territory shall be subject to municipal zoning regulations once it has been designated on the Official Zoning Map of the City of Urbana.

SECTION THREE:

That, with respect to buffering for incompatible land uses, no buffering shall be deemed necessary for current land uses within this territory as these existing land uses shall be deemed compatible with surrounding land uses under the existing township zoning regulations. However, future development of new land uses within this territory may require buffering pursuant to any applicable requirements of the City of Urbana Zoning Code and/or Zoning Overlay Requirements.

SECTION FOUR:

This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety, and welfare as it relates to land use planning for the territory proposed for annexation. The reasons for such necessity are the established timeframes established in Ohio Revised Code for this annexation process. Therefore, this ordinance shall go into immediate effect.


\_\_\_\_\_  
Marty Hess, Council President

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

This Ordinance approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bill Bean, Mayor

Department requesting: Community Development		Personnel: D. Crabill	Director of Law review
Expenditure? <b>Y (N)</b>	Emergency? <b>(Y) N</b>	Public Hearing? <b>Y (N)</b>	
Readings required:	<b>(1) 2 3</b>	If yes, dates advertised:	
First reading date: December 21, 2021	Second reading date:	Third/Final reading date:	

# EXHIBIT A

## 256.386 ACRES TO BE ANNEXED FROM URBANA TOWNSHIP TO THE CITY OF URBANA

Situated in the Township of Urbana, County of Champaign, State of Ohio; also being a part of Section 30, Township 5, Range 11, Between the Miami Rivers Survey; also being a 137.395 acre tract as conveyed to Phoenix AG, LTD. as described in Official Record 477 Page 617 and a part of a 131.962 acre tract as conveyed to Phoenix AG, LTD. as described in Official record 580 Page 1688 and a 8.275 acre tract as conveyed to State of Ohio as described in Volume 205 Page 1; being more particularly described as follows:

Beginning at a 5/8" iron pin found at the southwesterly corner of Section 30, also being a common corner to Section 29, Section 35 and Section 36; said point being the southwesterly corner of said 131.962 acre tract, said point also being a corner to a 395.095 acre tract as conveyed to Michael S. Phelps, Trustee as described in Official Record 566 Page 385 Tract 1, said point also being the **TRUE POINT OF BEGINNING** and from said beginning point running thence,

Along the westerly line of Section 30 and a westerly line of said 131.962 acre tract, also being along an easterly line of said 395.095 acre tract, **North 04° 47' 18" East for a distance of 2615.63'** to an iron pin set, said point being the southeasterly corner of Lot 24 of Norwood Addition to the City of Urbana as recorded in Plat Cabinet 1 Slide 140; thence,

Along a westerly line of said 131.962 acre tract, also being along the easterly lines of Lots 24, 25, 26 and 27 of said Norwood Addition, **North 04° 13' 50" East for a distance of 1320.63'** to a 5/8" iron pin found, said point being the northeasterly corner of said Lot 27 and the southeasterly corner of a 39.117 acre tract as conveyed to Richard M. Dwyer, Trustee as described in Official Record 565 Page 87; thence,

Along a westerly line of said 131.962 acre tract, also being along a portion of the easterly line of said 39.117 acre tract, **North 04° 22' 44" East for a distance of 731.68'** to a 5/8" iron pin found; thence,

Along a northerly line of said 131.962 acre tract, also being along southerly lines of lands conveyed to Robert Lockwood Jr. and Zelma M Lockwood as described in Volume 245 Page 655 Tract II and Tract III, Steven M. Craig as described in Official Record 39 Page 27 and Official Record 204 Page 822, David C. Warwick and Samantha J. Warwick as described in Official Record 425 Page 2191, Joshua R. Claybaugh as described in Official Record 578 Page 5899, Bruce S. Frantom and Terry L. Frantom as described in Official Record 419 Page 2137, and Rodney E. Monteith and Roberta Monteith as described in Official Record 419 Page 579, **South 84° 47' 49" East for a distance of 1291.65'** to a 5/8" iron pin found, said point being on the division line between the City of Urbana and the Township of Urbana; thence,

Along a line through said 131.962 acre tract and then a common line between said 131.962 acre tract and said 137.395 acre tract, also being along the existing division line between the City of Urbana and the Township of Urbana, **South 05° 21' 02" West for a distance of 779.67'** to a point; thence,

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10/28/2021

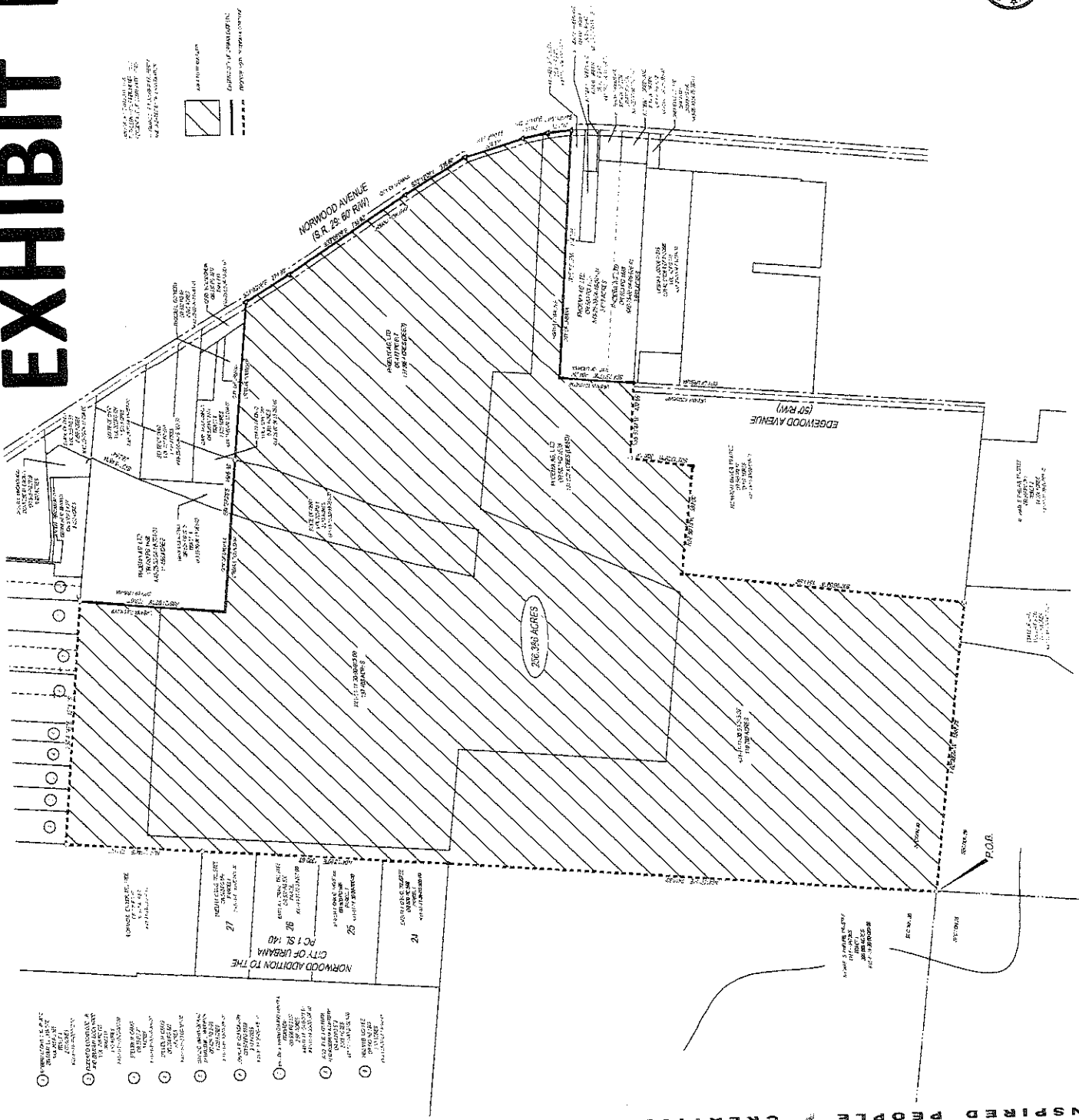
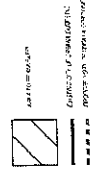
Date

# EXHIBIT B



**LEGEND**

- 1. 27 AMMUNITION
- 2. 28 AMMUNITION
- 3. 29 AMMUNITION
- 4. 30 AMMUNITION
- 5. 31 AMMUNITION
- 6. 32 AMMUNITION



- 1. 27 AMMUNITION
- 2. 28 AMMUNITION
- 3. 29 AMMUNITION
- 4. 30 AMMUNITION
- 5. 31 AMMUNITION
- 6. 32 AMMUNITION

TRANSFORMING COMMENTARY



**256.386 ACRES**  
 LANDS OF THE STATE OF OHIO  
 BELONGING TO THE STATE OF OHIO  
 COUNTY OF LEBANON, OHIO

**ANNEXATION PLAT**  
**1 OF 1**



APPROVED FOR THE STATE OF OHIO  
 BY THE COMMISSIONER OF PUBLIC SAFETY  
 DIVISION OF PUBLIC SAFETY  
 BUREAU OF LAND ADMINISTRATION  
 11/15/2011

1. 27 AMMUNITION  
 2. 28 AMMUNITION  
 3. 29 AMMUNITION  
 4. 30 AMMUNITION  
 5. 31 AMMUNITION  
 6. 32 AMMUNITION