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**AGREEMENT**

**between the**

**CITY OF URBANA, OHIO**

**and the**

**CITY OF URBANA SERVICE DIVISIONS**

**and**

**PUBLIC EMPLOYEES OF OHIO  
TEAMSTERS LOCAL UNION NO.284  
Affiliated with the International  
Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America**

**SERB Case No. 2015-MED-09-0899**

**Effective 11-27-2015 to 11-26-2018**

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**ARTICLE 1**  
**AGREEMENT/PURPOSE**

This contract sets forth the agreement between the City of Urbana hereinafter referred to as “Employer” and Public Employees of Ohio Teamsters Local Union No. 284, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the “Union” which represents employees of the City of Urbana Service 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 the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

**ARTICLE 2**  
**RECOGNITION**

The City recognizes the Union as the exclusive bargaining agent for all employees of the bargaining unit hereinafter described. The bargaining unit consists of all full-time non-uniformed employees of the City of Urbana, employed in the Street Division, Water Division and Sewer Division as set forth in the certification issued by the State Employment Relations Board in Case No. 84-RC-05-1122 specified in Article 16, excluding all management level, confidential, and professional employees, all clerical employees, all part-time temporary employees, all supervisors and all others. Members of the bargaining unit shall hereinafter be referred to as Employees.

**ARTICLE 3**  
**NON-DISCRIMINATION**

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 15 here of such employee’s activities as an officer or other representative of the Union and the parties agree not to unlawfully discriminate on account of age, national origin, disability/handicap, ancestry, military status, race, color, 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 4**  
**UNION PRIVILEGES**

Bargaining unit representatives will be permitted to enter the premises of the City at reasonable times for individual discussions of working conditions with the employees or otherwise to assist in carrying out the terms of this Agreement, provided that authorization is first obtained from the Division Head or his designated representative. Such authorization by the Division Head shall not be arbitrarily denied. The Union agrees not to abuse this privilege nor to purposely interfere with the normal operations of the Service Division. Any alleged abuse by either party shall be the subject matter of a Labor/Management Committee.

The Union shall designate one Union Chief Steward and two alternate Stewards. The Union shall notify the City of the names of the stewards and any changes thereof.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct their working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, 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, methods and/or facilities, to determine work methods; to determine the size and duties of the workforce, the number of shifts required, and work schedules; to establish modify, consolidate or abolish jobs (for classifications); and to determine staffing patterns, including but not limited to, assignment of employees within the established job descriptions required and areas worked, subject only to the restrictions and regulations governing exercise of these rights as are expressly provided herein and as permitted by law.

**ARTICLE 6**  
**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 7**  
**MILITARY LEAVE**

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

**ARTICLE 8**  
**JURY DUTY**

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

**ARTICLE 9**  
**PERSONAL PROPERTY REPLACEMENT**

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

**ARTICLE 10**  
**PROBATIONARY PERIODS**

Every newly hired employee or employee promoted within this bargaining unit shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be ninety (90) days for all newly hired and ninety (90) days for promoted employees.

Leave of any kind in excess of seven (7) consecutive days during the probationary period will not be considered time worked toward the completion of the ninety-day probationary period.

A newly hired probationary employee may be terminated any time within his probationary period and shall have no appeal through the grievance-arbitration procedure. A promoted employee may be returned to his former position at any time within his probationary period and shall have no appeal through the grievance-arbitration procedure.

Any employee promoted or transferred within the bargaining unit may, within ninety (90) working days, upon the employee's request, return to his former position at his former rate of pay.

Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire as an employee of the Service Division.

## **ARTICLE 11** **SENIORITY**

Section 11.1 Seniority, as that term is used in this Agreement, is defined as an employee's continuous service with 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 purposes of determining layoff and recall rights, and bidding on transfers or new positions provided the abilities are determined by the City to be equal.

Only 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 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.

Section 11.2 Part-time and temporary/seasonal employees are not included in the bargaining unit. A part-time employee shall be defined as any employee normally scheduled to work less than 35 hours per week. A temporary/seasonal employee shall be defined as an employee whose employment is not anticipated to exceed 19 weeks.

Any full-time, temporary employee shall be considered a permanent employee if his employment shall exceed six months of continuous service, within the definition of the bargaining unit in Article 2.

Section 11.3 Bidding Process When the City determines that a bargaining unit position is vacant or determines that it is otherwise open for bid, the City will post the job internally for three (3) working days. In the event that one or more qualified bargaining unit employee bids on such a position, the City will fill the position with the most senior, qualified employee who bids for the job. After an employee is selected, that employee and the City will have ninety (90) days from the time of transfer to decide if the employee should continue in the new position. If, during that ninety (90) day period, either party determines the employee should not be in the new position, the employee will be restored to the position from which they came, with the status they possessed

prior to transfer, including departmental seniority. The City may seek and hire applicants from outside the bargaining unit in the event that no qualified bargaining unit employee bids on a vacant position within the three (3) working day period.

Section 11.4 An employee who leaves the bargaining unit to a non-bargaining unit position shall have ninety (90) working days to return. If an employee comes back after ninety (90) working days they will go to the bottom of the seniority list.

## **ARTICLE 12** **LAYOFF/RECALL**

If 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 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) five calendar days prior to the effective date 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 in inverse order of seniority, beginning with:

1. Temporary employees;
2. Probationary employees;
3. Full-time probationary employees.

Any employee receiving notice of a long term layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee within the same classification or within any classification, provided the more senior employee possesses the skill, ability, and qualifications to perform the work. Any employee who is bumped from his position shall have five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee, shall be laid off and placed on a recall list. An employee may only exercise his bumping rights once during any layoff affecting his position. The employee who exercises bumping rights to bump to a lower position shall be paid at the lower position's rate.

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 the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

The provisions of this article shall not apply to subsidized or free employee, i.e., welfare workers, general relief workers, etc.

### **ARTICLE 13** **STEWARDS**

The Employer recognizes the right of the Union to designate Stewards and alternates. The authority of the Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon authority of Stewards and alternates and shall not hold the Union liable for any unauthorized acts.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Scheduled duty spent in handling grievances shall be considered working hours to computing daily and/or weekly overtime.

The Union recognizes that activities as Union Steward are secondary to duties as an employee of the Service Division. That authority to act as Union Steward shall be with the approval of the Steward's supervisor and such approval such not be reasonably withheld.

### **ARTICLE 14** **AUTHORIZATION**

Subject to the provisions in paragraphs (3) and (4) below, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing; a member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Any employee who is a member of the Union of who has applied for membership, may sign and deliver to the Employer an original assignment in a form to be prescribed by the Union authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Employer shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be transmitted within five (5) working days to the Union.

It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or ninety (90) days after the effective date of this contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious, charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue code or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and the Union that this has been done.

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.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

Section 15.1. There shall be an earnest, honest, and prompt effort to settle differences. If any controversy or difference arises between an employee or group of employees and the City with respect to the application or alleged violation of the Agreement, such controversy shall be handled as follows:

Step 1: An employee who has a grievance may take it up orally with his 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 supervisor shall give his answer to the employee orally within three (3) working days after the grievance is

presented to him.

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 Division Head stating the complete details of the grievance including the time and circumstances of the event(s) and the remedy or relief requested. This written report shall be signed by the employee stating that the description is true and accurate. The Division Head shall meet with the employee within five (5) working days from the receipt of the written grievance. The Division Head shall issue his 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.

Section 15.2. Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant to the next step of the grievance procedure. A written answer shall always be provided even if the timelines has expired.

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 within fourteen (14) calendar days.

Section 15.3. Nothing herein shall prevent an employee from seeking assistance from the Union in or preventing the Union from furnishing such assistance at any stage of the grievance procedure.

Section 15.4. 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 the arbitrator within 10 (ten) 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 alternately strike the names of the arbitrators until only one name remains, who shall be appointed as the arbitrator. Upon hearing, the dispute, the arbitrator shall render a decision which shall be final and binding upon all parties.

Section 15.5. The expenses of the arbitrator, and the cost of any hearing room shall be borne equally by the Employer and the Union unless such are paid by the State of Ohio or any other party. The cost of a reporter shall be borne on the requesting party or shared equally if both Employer and the Union request a report.

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 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 this provision.

## **ARTICLE 16**

### **NO STRIKE/NO LOCKOUT**

The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the local union will, within two (2) weeks of the date of signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operation or services of the Employer by its members during the life of this Agreement.
- B. In all cases of strike, sympathy strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs. It is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the whole and complete right of discipline short of discharge, and such employees shall not be entitled to or have any appeal or recourse through any other provision of this Agreement.

After the first twenty-four (24) hour period of work stoppage and if such work stoppage continues, the Employer shall have the sole and complete right to immediately discharge any employees participating in any authorized strikes, sympathy strike, slowdown, walkout, or any other cessation of work, and such employees shall not be entitled to or have any appeal or recourse through any other provisions of this Agreement.

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees, unless those members shall violate this Article.

**ARTICLE 17**  
**WAGES AND BENEFITS**

Section 17.1. For employees as of November 27, 2015, the wages for permanent hourly employees in the Division of Street, Water and Sewer shall be based on the hourly schedule set forth in Appendix A.

Section 17.2. All employees hired on or after November 27, 2005 shall maintain a valid Ohio CDL License within six (6) months of their date of hire. Any employee who holds a valid Ohio CDL License shall maintain such license as a condition of employment.

Section 17.3. Compensation for the OEPA shall be as follows:

All Water and Sewer operators must have an OEPA license within thirty-six (36) months of their date of hire. Any employee who holds a valid OEPA license shall maintain such license as a condition of employment.

Certification for OEPA licenses shall be \$0.75 per hour for Class 1  
Certification for OEPA licenses shall be \$2.00 per hour for Class 2

Employees shall be forwarded to a higher Class, on the next full payroll, when they present a valid certification to the Department Head. Compensation for possession of a CDL license has already been included in the base rate as established in Section 17.1.

Employees with OPEA licensure incremental adjustments will lose the adjustment if they transfer to another department where licensure is not required. Example: If EE with a class 2 Water license transfers to the Waste Water Treatment facility, the class 2 incremental adjustment is removed.

Section 17.4. Full time employee's longevity is included in the pay scale.

Section 17.5. Employees hired prior to November 26, 2002 shall be eligible for the following educational incentive:

- |    |                   |                     |
|----|-------------------|---------------------|
| 1. | Associates degree | \$480.00 annually   |
| 2. | Bachelors degree  | \$960.00 annually   |
| 3. | Masters degree    | \$1,440.00 annually |

**ARTICLE 18**  
**HOLIDAYS**

Paid holidays are as follows:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
New Year's Day	Fri. 1/1	Mon. 1/2	Mon. 1/1
Martin Luther King Memorial Day			
Independence Day			
Labor Day			
Veterans' Day (shall be the Friday after Thanksgiving)			
Thanksgiving Day			
Christmas Eve	Fri. 12/23	Fri. 12/22	Mon. 12/24
Christmas Day	Mon. 12/26	Mon. 12/25	Tues. 12/25
New Year's Eve	Fri. 12/30	Fri. 12/29	Mon. 12/31
Employee's Birthday (Floating)			

The Director of Administration may designate alternative days for any of the above holidays. An employee shall not receive holiday pay if:

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

Employees required to work during a holiday will receive payment at a rate of 1-1/2 the normal rate of pay for such time worked, in addition to the paid holiday benefit.

**ARTICLE 19**  
**ANNUAL LEAVE**

Upon completion of one year of service, full-time permanent employees' shall be credited with annual leave equal to 80 working hours.

Beginning with second year of service, annual leave for full-time permanent employees will accrue according to the schedule below, on a prorated basis for each hour worked:

(1) After one year's service	80 hours annually
(2) After seven year's service	120 hours annually
(3) After fourteen years' service	160 hours annually
(4) After twenty years' service	200 hours annually

Annual leaves shall be scheduled with due regard for rank, seniority, employee preference and the needs of the division.

Extension of annual leave by deferment and combination of not more than three years' entitlement shall be allowed. Any employee with over fourteen years' service may request payment for up to 40 hours of unused vacation if said employee is unable to use his vacation due to the operational needs of the division as determined by the Director of Administration.

Upon retirement, resignation, or termination of employment for any reason, unused accrued annual leave shall be exchanged for cash payment at the rate of one hour cash payment for each one hour of unused accrued annual leave at the employee's current rate of pay at the time of termination, resignation or retirement.

Upon the death of an employee, the employee's estate shall receive a cash payment for all the employee's accrued annual leave at the rate of one hour's cash payment for each one hour of accrued annual leave, at the employee's current rate of pay at the time of death.

## **ARTICLE 20** **SICK LEAVE**

Use: Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons, and shall not be unjustly denied:

- 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. 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.
- E. 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.
- F. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One (1) of the days must be the date of the funeral.

Immediate family shall include parents, grandparents, spouse, brother, sister, child, step-child, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, and legal guardian or other person who stands in the place of a parent (in loco parentis). Additional persons may be considered immediate family with the approval of the Director of Administration. Sick leave shall be used in increments of not less than one hour.

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

Documentation: Each employee using sick leave must furnish a satisfactory written statement signed by the employee, to justify sick leave. If medical attention is required, a signed statement by a licensed physician, stating the nature of the illness or injury, is required. Employees may be required to justify the use of sick leave of three days with a statement from a licensed physician.

Abuse: Employees who are tardy, absent without leave, 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 Director of Administration or designee has reason to believe that an employee is abusing sick leave, he may require the employee to submit to a medical examination and/or to supply a physician's statement for each period of sick leave. In the event that the Director of Administration or designee requires an employee to submit to an examination, the examination will be by a physician appointed by the City, at the expense of the City. Nothing contained herein shall limit the City's ability to discipline employees for abuse of sick leave.

Exchange: Upon termination of employment or retirement, an employee of a Service Division may exchange a portion of his unused accumulated sick leave for cash payment. Payment shall be as follows for all accumulated sick leave:

Employee in good standing:

After 20 years of service 1/3 of 180 days

After 10 years of service 1/3 of 150 days

Before 10 years of service 1/4 of 120 days

Employees terminated with cause 1/4 of 120 days

Cancellation: Except when converted as above, unused accumulated sick leave is canceled upon termination of employment. Canceled sick leave credit may be restored to an employee who is reemployed by the City of Urbana, within a ten-year period from the date of termination.

Estate Benefits: Upon the death of the employee, payment shall be made to his estate for

not more than one-third of his unused accumulated sick leave, not to exceed fifty (50) days pay.

**ARTICLE 21**  
**EXTENDED INJURY LEAVE**

Any employee who is injured or contracts a contagious disease in the course of his employment to the extent he 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 the time lost because of injury is less than seven (7) calendar days the employee's sole benefit shall be accumulated sick leave benefits.
2. If the time lost because of injury, as described above, exceeds seven (7) calendar days, the employee at his election may continue to receive his accumulated sick leave benefits, elect to receive extended injury leave benefits from the City for a period not to exceed ninety (90) calendar days per incident, or file for benefits under Worker's Compensation.
3. If after receiving extended leave benefits from the City for ninety (90) calendar days the employee is still unable to perform his duties he then may elect to use accumulated sick leave benefits or file for benefits under Worker's 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 benefits already received. However, the employee may exercise his choices under sub-paragraphs (2) and (3) regarding future benefits.

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

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

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

Extended injury leave shall be limited to ninety (90) calendar days per incident. Such

days need not be consecutive in 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 City 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 City 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.

In lieu of granting extended injury leave, the City may assign the employee to light duty performing administrative or clerical functions with the approval of, and within the limitations set by, the employee's treating physician, and said employee should not displace any other employee, and shall work within the bargaining unit.

Notwithstanding any other provision of this collective bargaining agreement, employees may not use City vehicles to drive to or from Workers' Compensation proceedings.

## **ARTICLE 22** **WELLNESS PROGRAM**

Any full-time permanent hourly employee who does not use sick leave during a consecutive ninety (90) calendar day period shall receive one (1) personal day per ninety (90) calendar day period. Personal days may be used as vacation days, as defined in Article 19. Funeral leave shall not be used in calculating personal days.

Additionally, employees who do not use sick leave in a twelve (12) month calendar period with the calendar year being January 1<sup>st</sup> through December 31<sup>st</sup> of each year of contract shall receive an additional personnel day which may also be used in the same manner as vacation.

## **ARTICLE 23** **OVERTIME**

**Definition:** Any time worked in excess of eight hours per day and any time worked in excess of forty hours per week shall be considered overtime. An employee of the Service Division shall be compensated for overtime worked by payment at the rate of one and one-half times the employee's hourly rate of pay for each hour of overtime worked.

However, the Employer, the Union, and the employee may agree to special scheduling, in which case only weekly hours (i.e. over 40 hours per week) worked shall be used in determining overtime payment. The City will offer overtime in order of seniority within the department, including seasonal, then by seniority within the bargaining unit.

Work Day/Week: Normal workday schedule shall be 7-3:30 except special scheduling for the purpose of overtime compensation, a workday is define as the 24-hour period between 0001 and 2400 hours. A workweek is defined as a seven-day period from Sunday through Saturday inclusive.

An employee shall not be paid overtime or receive compensatory time for grievance hearings or union activities.

Computation: Overtime shall be computed to the nearest fifteen minutes.

Compensatory Time: If an employee of the Service Division elects to take compensatory time in lieu of overtime pay, for any overtime worked, such compensatory time may be granted by the Division Head on an hour and one-half per hour worked basis at a time convenient to the employee and the Division Head within the calendar year in which the overtime is worked, subject to the provisions of this Section. Overtime pay (time and one-half) shall not be compounded on compensatory time accumulated at a rate of 1 1/2 hours per hour worked.

An employee's compensatory time balance shall not exceed 120 hours.

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 the pay at termination.

Upon the death of an employee, the employee's estate shall receive a cash payment for all, the employee's unused compensatory time at the rate of one hour's cash payment for each one hour of unused compensatory time, at the employee's current hourly rate of pay at the time of death.

Call-in Pay: When called in for overtime work, the overtime shall be not less than two (2) hours of overtime at the rate of time and one-half (1-1/2). If the employee's presence is no longer required during the original two-hour period, the employee will be allowed to return home on standby for the remainder of the two (2) hour period, subject to recall without additional compensation within the two (2) hour period. Barring exigent circumstances, the City will call in employees for overtime assignments only if those employees are known by the City to be qualified to perform the duties the City deems to be required. For purposes of this Article, an employee is known to be qualified to perform duties if that employee performs the duties regularly in the course of his or her City job. Among such known, qualified employees, call ins will be in order of departmental seniority first, followed by City-wide seniority. In the event that the City is

unable to successfully call in a known, qualified employee (as described by this Article) to perform an overtime assignment, the City may call-in employees believed by the City to be qualified to perform the duties in question, even though such employees do not perform the duties regularly in the course of their City job. Call-ins of these employees believed to be qualified will be in order of departmental seniority first, followed by City-wide seniority.

An employee called in to work before the start of a regularly scheduled work shift is not entitled to the aforementioned two (2) 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 deemed to have been "called in" and is not entitled to the aforementioned two (2) hour minimum call in pay. Employees may be entitled to overtime payment for time actually worked in these circumstances.

Federal Fair Labor Standards Act: If any wording in this Article is determined to be in violation of the FSLA, the FSLA will prevail, if said Act is deemed applicable to the City of Urbana.

## **ARTICLE 24**

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

Section 24.1 The City shall furnish and medical, hospitalization, and major medical insurance for each full-time permanent employee in accordance with the terms of the City's group health care plan. Commencing with the effective date of this collective bargaining agreement, the City shall pay ninety percent (90%) of the monthly premiums, and each employee shall pay the remaining ten percent (10%) of the monthly premiums by payroll deduction, for medical, hospitalization, and major medical insurance for each eligible employee and the eligible dependents of each eligible employee.

Section 24.2 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 24.3 The City shall additionally furnish and pay the premium for group life insurance. Said insurance shall be in the form of \$25,000 term and \$25,000 accidental death and dismemberment coverage in accordance with the terms of the City's group life insurance plan.

Section 24.4. 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, including group health, dental and vision coverage, will receive \$2,000 per year from the City. The City will make this payment in March.

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 insurance 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 dental and vision plans, the employee will receive \$800 per year from the City. The City will make these payments in \$400 increments at intervals of approximately six (6) months. 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 \$900 per year from the City. The City will make these payments in \$450 increments at intervals of approximately six (6) months. 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 24.5. 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 2 non-bargaining unit representatives, 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 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 recommendations) prior to entering into new contracts for insurance coverage, and will endeavor to adhere to the Committee's recommendations) 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 25** **UNIFORMS**

The Employer shall provide uniforms to the full-time employees and provide cleaning of the uniforms at the Employer's expense. The style and quantity of each uniform piece shall be determined by the Employer. Regulations regarding the use of Employer provided uniforms during non-work hours may be established by the Director of Administration.

The Employer shall provide equipment, such as gloves, rain gear, and rubber boots, to the individual divisions for use by the division to meet the division's particular needs. Such issuance of equipment for use in the divisions shall not be considered as personal uniform issuance and shall be used in accordance with regulations established by the Director of Administration.

The City will pay 75% of the purchase price up to a maximum of \$150 annually to each employee for a City-approved shoe allowance upon receipt and supervisor approval.

## **ARTICLE 26** **DRUG & ALCOHOL POLICY**

Section 26.1. Prohibition. Subject to the exception noted below in Section 26.7, 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. An "accident" that may result

in a test (i.e. post-accident test) means an accident as defined by 49 C.F.R. § 382.303 or as defined under the City of Urbana's Administrative Regulation 35.

Section 26.2. 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 26.1'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 probable cause 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 26.6 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 26.3. Where an employee has been ordered to undergo probable cause testing, post-injury testing, or post-accident testing, he 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 job duties.

Section 26.4. 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 26.5. 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 26.6. 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 for non-CDL holders, and a Data master for CDL holders. 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 or any third party vendor 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 City or third party vendor(s) 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 a blood or urine test for non-CDL holders, and an evidential breath-testing device (EBT), otherwise known as a Data master, in the case of CDL holders. The alcohol test will be utilized first if an employee is to be tested for alcohol and drugs. For non-CDL holders, a blood test result which indicates a .04% blood alcohol level will be considered a positive test.

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 Data master device, then the test will discontinue and will be considered a refusal to test.

Section 26.7. Prescription and Over the Counter Medications. Employees may use legally-prescribed, controlled substances during work periods without violating Section 26.1 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 whose legally-prescribed medication interferes with their ability to safely or effectively perform their job functions to take a form of paid leave until such time as the employee is able to perform their essential job functions in a safe and effective manner. Should the aforementioned be the case, the City shall consult with a physician and/or pharmacist to assist with the determination. If the situation arises where a third physician and/or pharmacist is needed, the City and Union shall agree on a mutually agreed upon party.

Section 26.8. 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.

## **ARTICLE 27**

### **DURATION AND TERMINATION**

This Agreement shall be effective November 27, 2015, and shall terminate three (3) years thereafter.

If either the Employer or the Union desire to terminate, modify or negotiate a successor agreement, it shall, (1) serve written notice upon other party of the proposed termination, modification, or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this agreement; (2) offer to bargain collectively with the other party for the purpose of modifying, terminating the existing agreement, or negotiating a successor agreement; and (3) notify the State Employment Relations Board of the offer, by serving upon the board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement. This collective bargaining agreement shall continue in full force and effect for a period of sixty (60) days after the party gives notice or until the expiration date of this agreement, whichever occurs later. In the event that notification is not given by either party, this agreement shall remain in full force and effect from year to year; however, subject to the giving of such notice sixty (60) days prior to the twenty-six day of November each year.

## **ARTICLE 28**

### **RESIDENCY**

The Parties agree that they will abide by O.R.C. Section 9.481 "Residency Requirements Prohibited for Certain Employees" and specifically 9.481 (B) (2) (b) as it took effect on May 1, 2006 with regard to any residency requirement for employees covered by this Agreement.

**ARTICLE 29**  
**ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties and supersedes any and all previous and understanding between the parties as to its subject matter as well as all ordinances and resolutions of the City of Urbana to the extent that the terms hereof shall be inconsistent with the terms of this Agreement.

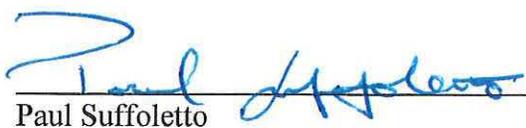
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 20 day of January, 2016.

CITY OF URBANA, OHIO

PUBLIC EMPLOYEES OF OHIO  
TEAMSTERS LOCAL UNION NO. 284

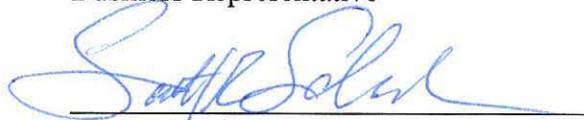
  
\_\_\_\_\_  
Kerry Brugger  
Director of Administration

  
\_\_\_\_\_  
Paul Suffoletto  
President

  
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Breanne Parcels  
Director of Law

  
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Don Mann  
Business Representative

  
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Chris Boettcher  
Director of Finance

  
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Scott Schrader  
Bargaining Committee Member

  
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Rick Ricketts  
Bargaining Committee Member

  
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Aaron Sherman  
Bargaining Committee Member

**APPENDIX A**  
**CITY OF URBANA**

<u>Years of Service</u>	<u>11/27/15</u> <u>Year 1</u>	<u>11/27/16</u> <u>Year 2</u>	<u>11/27/17</u> <u>Year 3</u>
	Base Adj.	1.25%	1%
0	15.29	15.48	15.64
1	16.21	16.41	16.58
2	17.18	17.40	17.57
3	18.21	18.44	18.63
4	19.31	19.55	19.74
5	19.50	19.74	19.94
6	19.69	19.94	20.14
7	19.89	20.14	20.34
8	20.09	20.34	20.55
9	20.29	20.55	20.75
10	20.49	20.75	20.96
11	20.70	20.96	21.17
12	20.91	21.17	21.38
13	21.12	21.38	21.59
14	21.33	21.59	21.81
15	21.54	21.81	22.03
16	21.54	21.81	22.03
17	21.54	21.81	22.03
18	21.54	21.81	22.03
19	21.65	21.92	22.14
20	21.65	21.92	22.14
21	21.65	21.92	22.14
22	21.65	21.92	22.14
23	21.65	21.92	22.14
24	21.76	22.03	22.25