



AGENDA
ATHENS CITY COUNCIL
MONDAY, DECEMBER 11, 2023 AT 7:00 PM

e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

SPECIAL SESSION

1. Establish Quorum

2. Ordinances for Third Reading:

0-119-23

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.07, ADMINISTRATIVE DEPARTMENTS; BOARDS AND COMMISSIONS, SECTION 3.07.74, ESTABLISHMENT OF COMMISSION.
Introduced by Council Member Crowl

0-127-23

AN ORDINANCE AMENDING ORDINANCE 48-23; AUTHORIZING DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING OF THE DAIRY LANE/STAGECOACH SEWER AS PART OF THE CITY/COUNTY SEWER EXPANSION (PROJECT (#317)).
Introduced by Council Member McCarey

0-128-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF THE ATHENS COUNTY CONVENTION AND VISITORS BUREAU; AND DECLARING AN EMERGENCY.
Introduced by the Finance & Personnel Committee

0-129-23

AN ORDINANCE AUTHORIZING EXPENDITURES FOR CITY HALL RENOVATIONS, PROJECT #356.
Introduced by Council Member Crowl

0-130-23

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENDITURES OF THE CITY OF ATHENS, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024.
Introduced by the Finance & Personnel Committee

0-131-23

AN ORDINANCE AUTHORIZING 2024 STAFFING LEVELS AND NON-UNION

COMPENSATION; REPEALING ALL ORDINANCES INCONSISTENT THEREWITH; AND DECLARING AN EMERGENCY.

Introduced by the Finance & Personnel Committee

0-132-23

AN ORDINANCE ADOPTING A FRINGE BENEFITS PACKAGE FOR NON-UNION PERSONNEL WITHIN THE CITY OF ATHENS AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH; AND DECLARING AN EMERGENCY.

Introduced by the Finance & Personnel Committee

0-133-23

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT WITH THE EMPLOYEE BENEFIT SERVICE CENTER TO SERVE AS THE CITY'S THIRD PARTY HEALTH INSURANCE ADMINISTRATOR (TPA); AND DECLARING AN EMERGENCY.

Introduced by Council Member Crowl

0-134-23

AN ORDINANCE AUTHORIZING A STOP-LOSS/GROUP EXCESS LOSS MEDICAL INSURANCE CONTRACT; AND DECLARING AN EMERGENCY.

Introduced by Council Member Crowl

0-135-23

AN ORDINANCE AMENDING ORDINANCE 04-23; REALLOCATING REVENUES FROM THE CITY INCOME TAX; AND DECLARING AN EMERGENCY.

Introduced by the Finance & Personnel Committee

0-136-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR AGREEMENT WITH SUNDAY CREEK HORIZONS, A CONSULTING FIRM.

Introduced by Council Member Grace

0-137-23

AN ORDINANCE AUTHORIZING THE ADOPTION OF AN AGREEMENT WITH THE ATHENS CITY FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., AND THE CITY OF ATHENS PATROL OFFICERS AND LIEUTENANTS, CONCERNING WAGES AND WORKING CONDITIONS.

Introduced by the Finance & Personnel Committee

0-138-23

AN ORDINANCE AUTHORIZING THE MAYOR'S EXECUTION OF AN AGREEMENT WITH THE ATHENS CITY FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, AND THE CITY OF ATHENS COMMUNICATION OFFICERS, CONCERNING WAGES AND WORKING CONDITIONS.

Introduced by the Finance & Personnel Committee

0-142-23

AN ORDINANCE AMENDING ORDINANCE 64-23, ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED, SOLID WASTE, RECYCLING AND OPTIONAL COMPOSTING RATES; AND DECLARING AN EMERGENCY.

Introduced by All Council Members

3. Ordinances for Second Reading:

0-140-23

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 11, BUSINESS REGULATIONS TO ENACT SECTION 11.13, TOBACCO RETAILER LICENSE (TRL), ADDING PROVISIONS REQUIRING RETAILERS TO OBTAIN A LICENSE FOR SELLING TOBACCO PRODUCTS.

Introduced by Council Member Grace

0-143-23

AN ORDINANCE APPROVING A THEN-AND-NOW CERTIFICATE FOR PAYMENT TO BRUNK'S OVERHEAD DOORS; AND DECLARING AN EMERGENCY.

Introduced by Council Member Crowl

4. Ordinance for First Reading:

0-144-23

AN ORDINANCE AUTHORIZING THE ATHENS CITY SHADE TREE COMMISSION, IN COLLABORATION WITH OHIO UNIVERSITY, TO SUBMIT AN APPLICATION AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), USDA FOREST SERVICE, FOR PARTICIPATION IN THE URBAN FORESTRY GRANT PROGRAM; AND DECLARING AN EMERGENCY.

5. Resolution for Second Reading:

- **R-11-23**

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

Introduced by Council Member Crowl

6. Adjournment

Chris Knisely
President of Council

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable

accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

0-119-23

Introduced by Sam Crawl, Member
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.07, ADMINISTRATIVE DEPARTMENTS; BOARDS AND COMMISSIONS, SECTION 3.07.74, ESTABLISHMENT OF COMMISSION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Code Title 3, Administrative Provisions, Chapter 3.07, Administrative Departments; Boards and Commissions, Section 3.07.74, Establishment of Commission, is hereby amended to read as follows:

3.07.74. - Establishment of **the environment and sustainability** commission.

(A) There is hereby created and established a commission to be known as the Athens City Environment and Sustainability Commission consisting of 11 members, nine to be appointed by Athens City Council of which at least six members shall be residents of the city and three members may reside outside the corporate limits, and one shall be an Ohio University student; one member shall be a representative of Athens City Council; and one member shall be a representative of the mayor of Athens. The mayor's representative will serve at the pleasure of the mayor.

(B) Appointed members will serve a term of three years with initial appointments of two appointed members serving three years, two serving two years, and one serving one year. After the initial appointments all members shall be appointed for three-year terms. Members may be considered for reappointment and may serve consecutive three-year terms. Vacancies on the commission occurring otherwise than by the expiration of terms shall be filled for the unexpired term of the person being replaced. All members shall serve without compensation.

~~A member who misses three consecutive meetings without an excused absence shall automatically cease to be a member and their seat shall become vacant.~~

(C) All meetings are open to the public in accordance with applicable state and federal laws and regulations.

The commission shall elect its own chairperson from among its members, shall maintain a record of its proceedings, and shall adopt such rules and regulations of self-government as may be necessary to carry out the purposes and provisions of this section.

SECTION II: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-127-23

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ORDINANCE 48-23; AUTHORIZING DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING OF THE DAIRY LANE/STAGECOACH SEWER AS PART OF THE CITY/COUNTY SEWER EXPANSION (PROJECT (#317)).

WHEREAS, additional funds are necessary to make post-construction surface restoration and improvements;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Sections II and III of Ordinance 48-23 are hereby amended to read as follows:

Section II: The 2023 Appropriation Ordinance, 155-22, is hereby amended by appropriating from the unappropriated balance the following sums:

Eighty-Five Thousand Dollars (\$85,000.00) to Street Fund, 220, T.C. 500, for sidewalk design and construction;

One Million ~~Three~~ **One** Hundred Six ~~ty-Six~~ Thousand Three Hundred Six Dollars (\$1,166,306.00 **\$1,306,306.00**) to Water Fund, 740, T.C. 500, for water line construction, construction engineering, and contingency;

Four Million ~~Eight~~ **Nine** Hundred ~~Fifty~~ **Ninety**-Four Thousand Four Hundred Ninety-Five Dollars (\$4,854,495.00 **\$4,994,495.00**) to Sewer Fund, 750, T.C. 500, for sewer easements, construction, construction engineering, and loan fee, and increasing the total appropriations by said amounts.

Section III: The Service-Safety Director is further authorized to expend up to Six Million ~~Four~~ **Seven** Hundred ~~Fifty~~ **Thirty** Thousand Eight Hundred One Dollars (\$6,450,801.00 **\$6,730,801**) for said project as follows:

Eighty-Five Thousand Dollars (\$85,000.00) from Street Fund, 220, T.C. 500, for sidewalk design and construction;

One Million ~~Two~~ **Three** Hundred ~~Eleven~~ **Fifty-One** Thousand Three Hundred Six Dollars (\$1,211,306.00 **\$1,351,306.00**) from Water Fund, 740, T.C. 500, for water line construction, construction engineering, and contingency;

Five Million ~~One~~ **Two** Hundred ~~Fifty~~ **Ninety**-Four Thousand Four Hundred Ninety-Five Dollars (~~\$5,154,495.00~~ **\$5,294,495.00**) from Sewer Fund, 750, T.C. 500, for sewer easements, construction, construction engineering, and loan fee,

SECTION II: This Ordinance shall be in effect and full force upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-128-23

Introduced by Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF THE ATHENS COUNTY CONVENTION AND VISITORS BUREAU; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The Mayor is hereby authorized to enter into an agreement through December 31, 2026 to provide financial support from the Tourism Fund for the operation of the Athens County Convention and Visitors Bureau. A copy of said agreement is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in that the current agreement expires December 31, 2023, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

AGREEMENT

PARTIES: This AGREEMENT is entered into between the City of Athens, Ohio, hereinafter referred to as "City," and the Athens County Convention and Visitors Bureau, hereinafter referred to as the "Visitors Bureau."

PURPOSE: This AGREEMENT is for the purpose of providing financial support for the operation of the Athens County Convention and Visitors Bureau and shall be in effect through December 31, 2026, unless terminated sooner.

VISITORS BUREAU AGREES:

- 1) To use the sum paid by the City for Convention and Visitors in the City of Athens including, but not limited to, the activities detailed in the attached scope of services.
- 2) To provide to City Council by January 10, a complete written accounting of all expenditures of funds and activities of the Convention and Visitors Bureau in which City funds were expended during the preceding twelve (12) month period from January 1 through December 31. In addition, a written report addressing those items listed in Exhibit A attached hereto shall also be submitted to City Council by January 10.

CITY AGREES:

To pay (50%) percent of Tourism Fund, 212-120, receipts earned after January 1, 2024, to the Visitors Bureau twenty (20) days after received by the City.

BOTH PARTIES AGREE: Either Party may terminate this contract upon one hundred twenty (120) days' written notice to the other Party.

THE CITY OF ATHENS, OHIO:

Steve Patterson, Mayor

Date

ATHENS COUNTY CONVENTION AND VISITORS BUREAU:

Boone Troyer, Exec. Dir.

Date

APPROVED AS TO FORM:

Lisa Eliason, Director of Law

Date

0-129-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

**AN ORDINANCE AUTHORIZING EXPENDITURES FOR CITY HALL
RENOVATIONS, PROJECT #356.**

WHEREAS, Ordinance 101-22 appropriated and authorized an expenditure of \$75,000.00 for Phase I, Conference Rooms; and

WHEREAS, Ordinance 65-23 appropriated an additional \$215,000.00 for the City Hall 150th Anniversary Renovations;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The Service-Safety Director is hereby authorized to expend an additional Two Hundred Fifteen Thousand Dollars (\$215,000.00) from Capital Improvements Fund, 580, T.C. 500, for said Project #356.

SECTION II: This Ordinance shall be in full force and effect upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

O-130-23

An ORDINANCE to make appropriations for current expenses and other expenditures of the City of Athens, Ohio, during the fiscal year ending December 31, 2024.

SECTION 1. BE IT ORDAINED by the Council of the City of Athens, State of Ohio, that to provide for the current expenditures of the said City of Athens during the fiscal year ending December 31, 2024, the following sums be and they are hereby set aside and appropriated as follows:

SECTION II. That there be appropriated from the following funds:

GENERAL FUND

101

DEPARTMENT	Transaction Classes >>	PERSONNEL	SUPPLIES	DEBT	CAPITAL	TRANSFERS	BUDGET	% of Total
		100	SERVICES 200-300	SERVICE 400	OUTLAY 500	& REFUNDS 600	TOTAL	
MAYOR	101.101	982,600	78,814.00	0	11,000	0	1,072,414	5.78
AUDITOR	101.102	564,000	206,822	0	7,000	400,000	1,177,822	6.35
TREASURER	101.103	20,600	3,775	0	0	0	24,375	0.13
LAW DIRECTOR	101.104	611,000	88,809	0	10,500	0	710,309	3.83
COUNCIL	101.105	452,200	118,399	0	3,000	0	573,599	3.09
COURT	101.106	973,000	371,083	0	2,000	0	1,346,083	7.26
POLICE	101.207	4,833,000	596,545	0	79,500	0	5,509,045	29.70
FIRE	101.208	3,682,000	514,740	0	77,000	0	4,273,740	23.04
CODE	101.351	659,000	179,453	0	34,500	500	873,453	4.71
PARKING ENFORCEMENT	101.718	483,600	359,130	0	37,500	500	880,730	4.75
LANDS & BLDGS	101.112	673,000	349,793	0	49,550	0	1,072,343	5.78
OTHER ADMIN	101.120	0	914,779	0	16,000	106,500	1,037,279	5.59
TOTAL		13,934,000	3,782,142	0	327,550	507,500	18,551,192	100.00
% of Total		75.11	20.39	0.00	1.77	2.74	100.00	

OTHER FUNDS

DEPT	FUND	PERSONNEL	SUPPLIES	DEBT	CAPITAL	TRANSFERS	BUDGET
		100	SERVICES 200 & 300	SERVICE 400	OUTLAY 500	& REFUNDS 600	TOTAL
Safety Services	206	0	0	0	0	0	0
Cemetery	210	78,850	16,220	0	15,000	200	110,270
Tourism	212	0	350,000	0	0	0	350,000
Transportation Assistance	214	0	175,468	0	74,465	0	249,933
Cable Access	215	0	2,000	0	16,000	0	18,000
Streets	220	1,302,000	860,272	0	994,169	0	3,156,441
Judges Court computer	230	0	48,182	0	2,000	23,000	73,182
Clerk of Court Computer	231	0	56,538	0	1,000	0	57,538
Diversion	232	130,700	32,898	0	1,600	0	165,198
Court Comm Corrections	235	151,000	6,331	0	1,500	0	158,831
DUI Court	237	0	4,000	0	0	0	4,000
CDBG Formula Grant	248	0	40,750	0	123,000	0	163,750
Athens Enhancement Fund	250	0	35,750	0	0	0	35,750
Recreation	270	1,033,300	495,365	0	130,500	1,500	1,660,665
Community Center Operations	271	696,500	352,099	0	93,000	2,500	1,144,099
APR Income Tax	273	0	30,000	0	310,000	0	340,000
Law Enforcement Trust	293	0	0	0	14,000	0	14,000

ARPA Funds	286	0	0	0	250,000	0	250,000
Drug Law Enforcement	294	0	0	0	5,000	0	5,000
Fire Station Debt Fund	430	0	0	1,180,000	0	0	1,180,000
APR Debt	450	0	0	540,000	0	0	540,000

OTHER FUNDS

		PERSONNEL		SUPPLIES	DEBT	CAPITAL	TRANSFERS	BUDGET	
DEPT	FUND	100	200 & 300	SERVICES	SERVICE	OUTLAY	& REFUNDS	TOTAL	
Street Rehab	572	0	0	0	320,000	0	0	320,000	
Capital Improvements	580	0	0	0	0	50,000	0	50,000	
Small Cities ODOT	589	0	0	0	0	9,280,936	0	9,280,936	
Court Capital	592	0	0	0	0	50,000	0	50,000	
TIF Muni Imp Tax Increm	593	0	420,000	0	0	0	0	420,000	
DRD	596	0	0	0	0	0	0	0	
Parking Garage	730	0	161,757	0	0	25,000	166,100	352,857	
Parking Garage Debt	733	0	0	161,000	0	0	0	161,000	
Water Fund - Maintenance	740.635	583,100	344,490	0	0	1,637,606	0	2,565,196	
Water Fund - Administration	740.636	374,900	274,248	0	0	9,000	397,000	1,055,148	
Water Fund - Plant	740.637	1,079,800	817,267	0	0	358,900	0	2,255,967	5,876,311
WTP Improvement Debt	744	0	0	409,000	0	0	0	409,000	
Sewer Fund - Maintenance	750.635	615,400	180,979	0	0	3,876,849	0	4,673,228	
Sewer Fund - Administration	750.636	337,450	247,462	0	0	8,700	1,000	594,612	
Sewer Fund - Plant	750.637	1,108,000	971,024	0	0	1,616,654	0	3,695,678	8,963,518
Storm Sewer	755.635	0	70,000	0	0	150,000	0	220,000	
Storm Water Env. Coord.	755.637	48,350	14,346	0	0	2,050	0	64,746	
Sewer Debt	758	0	0	1,490,000	0	0	0	1,490,000	
Sanitation	760	262,000	2,800,949	0	0	7,000	200	3,070,149	
Internal Service - Mechanics	865.645	204,000	83,249	0	0	12,300	0	299,549	
Internal Service - IT	865.647	167,000	326,918	0	0	30,000	0	523,918	
Medical Insurance Fund	866	0	5,541,000	0	0	0	0	5,541,000	
Unclaimed Funds	903	0	0	0	0	0	15,000	15,000	
OTHER FUNDS TOTAL		8,172,350	14,759,562	4,100,000	19,146,229	606,500	46,784,641		
GENERAL FUND TOTAL		13,934,000	3,782,142	0	327,550	507,500	18,551,192		
GRAND TOTAL		22,106,350	18,447,704	4,100,000	19,473,779	1,114,000	65,021,833		
		34.00	28.37	6.31	29.95	1.71	100.00		

SECTION III. And the City Auditor is hereby authorized to draw his warrants on the City Treasurer for payments from any of the foregoing appropriations upon receiving proper

SECTION IV. This ordinance shall take effect at the earliest period allowed by law.

Passed: _____, 2023

Approved by: _____
Finance Committee

Attest: _____
Clerk

_____ Finance Committee

_____ Finance Committee

_____ Finance Committee

_____ Mayor

0-131-23

Introduced by Finance & Personnel Committee

AN ORDINANCE AUTHORIZING 2024 STAFFING LEVELS AND NON-UNION COMPENSATION; REPEALING ALL ORDINANCES INCONSISTENT THEREWITH; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Effective the first pay period in 2024, authorized staffing levels, attached hereto and incorporated herein by reference, shall be in effect, and all ordinances inconsistent therewith shall be repealed.

SECTION II: Pursuant to Ohio Revised Code 731.08, Power of Legislative Authority as to Salaries and Bonds, and the City of Athens Non-Union Fringe Benefits, City Council does hereby authorize a 2024 general hourly pay increase for full time and permanent part-time non-union employees, as attached hereto and incorporated herein by reference. Non-Union employees in a probationary status shall not be eligible for any general hourly pay increase.

SECTION III: City Council does hereby authorize a one-time lump sum payment to those employees whose general hourly pay rate exceeds or will exceed the maximum pay rate in their pay grade, as attached hereto and incorporated herein by reference. Said general hourly pay increase or lump sum payment shall be effective the first pay period of 2024.

SECTION IV: Upon receiving written notification from an employee of a pending departure, City Council does hereby authorize the President of Council, Mayor, Law Director and Auditor to hire replacements for currently staffed positions so long as adequate funds are available within the elected officials' budget. There will be a temporary increase in the staffing numbers during the overlap of employees within these positions that will subsequently sunset to the official staffing levels.

SECTION V: This Ordinance shall be an emergency measure necessary for the preservation of the health, safety and welfare of the residents of the City of Athens in order to maintain fiscal integrity, and that it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

2023 FUND	DEPARTMENT	POSITION	F.T.E.
101.101 General	Mayor	Executive Asst.	1
101.101 General	Mayor	Administrative Coordinator	1
101.101 General	Mayor	Grants Administrator	1
101.101 General	Mayor	Human Resources Director	1
101.101 General	Mayor	Deputy Service-Safety Dir.	0.7
101.101 General	Mayor	Service-Safety Director	1
101.101 General	Mayor	City Planner	1
101.101 General	Mayor	DEIA/Training Coordinator	1
101.101 General	Mayor	Receptionist	0.73
101.102 General	Auditor	Executive Administrator	1
101.102 General	Auditor	Account Administrator I	1
101.102 General	Auditor	Deputy Auditor	1
101.102 General	Auditor	Income Tax Administrator	2
101.104 General	Law Director	Legal Sec'y I	1
101.104 General	Law Director	Legal Sec'y II	1
101.104 General	Law Director	Prosecutor	1
101.104 General	Law Director	Asst. Law Director/Part Time Prosecutor	1
101.104 General	Law Director	Chief City Prosecutor	1
101.105 General	Council	Government Channel Director	1
101.105 General	Council	Clerk of Council	1
101.105 General	Council	TGC Technician	1
101.105 General	Council	Production Specialist	0.73
101.106 General	Muni. Court	Clerk of Court	0.6
101.112 General	Lands & Bldgs.	Custodian	3
101.112 General	Lands & Bldgs.	Building Projects Supervisor	1
101.112 General	Lands & Bldgs.	Building Projects Technician	1
101.112 General	Lands & Bldgs.	Electrician Trainee	0.5
101.112 General	Lands & Bldgs.	Electrician	0.5
101.112 General	Lands & Bldgs.	Groundskeeper	2
101.207 General	Police	Data Entry Operator	1
101.207 General	Police	Communication Officer	4
101.207 General	Police	Lieutenant	6
101.207 General	Police	Patrol Officer	19
101.207 General	Police	Social Worker (Grant)	1
101.207 General	Police	Police Captain	1
101.207 General	Police	Police Chief	1
101.207 General	Police	Administrative Assistant II	1
101.208 General	Fire	General Secretary	1
101.208 General	Fire	Fire Chief	1
101.208 General	Fire	Captain	1

2023 FUND	DEPARTMENT	POSITION	F.T.E.
101.208 General	Fire	Firefighter	18
101.208 General	Fire	Lieutenant	6
101.351 General	Code	General Secretary	0.5
101.351 General	Code	Administrative Assistant	1
101.351 General	Code	Code Inspector	4
101.351 General	Code	Director of Development, Enforcement and Facilities	1
101.351 General	Code	Assistant Director of Development Enforcement	1
101.718 General	Parking Enforcement	Parking Enforcement Officer	5
101.718 General	Parking Enforcement	Data Entry Operator	1
210.115 General	Cemetery	Cemetery Maintenance	0.73
210.115 General	Cemetery	Cemetery Maintenance	0.73
210.115 General	Cemetery	Cemetery Maintenance	0.365
210.115 General	Cemetery	Labor Supervisor	0.1
220.717 Street	Street	City Engineer/Dir. of Public Works	0.30
220.717 Street	Street	Asst. City Engineer	0.30
220.717 Street	Street	Asst. Director Public Works	0.30
220.717 Street	Street	Project Assistant	0.30
220.717 Street	Street	Maint Tech/Trainee/Laborer	10
220.717 Street	Street	Labor Supervisor	1
220.717 Street	Street	Electrician Trainee	0.5
220.717 Street	Street	Electrician	0.5
220.717 Street	Street	Project Inspector	0.35
220.717 Street	Street	Administrative Coordinator	0.30
220.717 Street	Street	APR Director	0.5
270.940 Recreation	Recreation	Assistant Director	0.5
270.940 Recreation	Recreation	Program Specialist - APR	0.5
270.940 Recreation	Recreation	Program Specialist - Arts	0.5
270.940 Recreation	Recreation	Rec. Maint. Specialist	2
270.940 Recreation	Recreation	Custodian	0.25
270.940 Recreation	Recreation	Labor Supervisor	0.9
271.940 Community Center	Community Center	APR Director	0.5
271.940 Community Center	Community Center	Assistant Director	0.5
271.940 Community Center	Community Center	Program Specialist - Childcare	1
271.940 Community Center	Community Center	Program Specialist - APR	0.5
271.940 Community Center	Community Center	Program Specialist - Arts	0.5
271.940 Community Center	Community Center	Operations Specialist	2
271.940 Community Center	Community Center	Custodian	1.75
740.635 Water	Maintenance	Maint Tech/Trainee/Laborer	5
740.635 Water	Maintenance	Labor Supervisor	1
740.636 Water	Administration	Deputy Service-Safety Dir.	0.1
740.636 Water	Administration	Account Admin. I (Util.Bill.)	0.35
740.636 Water	Administration	Account Admin. II (Util.Bill.)	0.35
740.636 Water	Administration	City Engineer/Dir. of Public Works	0.35
740.636 Water	Administration	Asst. City Engineer	0.35

2023 FUND	DEPARTMENT	POSITION	F.T.E.
740.636 Water	Administration	Project Assistant	0.35
740.636 Water	Administration	Administrative Coordinator	0.35
740.636 Water	Administration	Asst. Dir. Of Public Works	0.35
740.636 Water	Administration	Meter Reader	1
740.637 Water	Treatment Plant	Project Inspector	0.35
740.637 Water	Treatment Plant	Lab Technician	1
740.637 Water	Treatment Plant	Oper/Pl Mech/Relief Oper/Pl Mech	8
740.637 Water	Treatment Plant	Master Mechanic	1
740.637 Water	Treatment Plant	WTP Manager	1
740.637 Water	Treatment Plant	Environmental Coordinator	0.25
750.635 Sewer	Maintenance	Maint Tech/Trainee/Laborer	5
750.635 Sewer	Maintenance	Labor Supervisor	1
750.636 Sewer	Administration	Administrative Coordinator	0.35
750.636 Sewer	Administration	Deputy Service-Safety Dir.	0.1
750.636 Sewer	Administration	Account Admin. I (Util. Bill.)	0.35
750.636 Sewer	Administration	Account Admin. II (Util. Bill.)	0.35
750.636 Sewer	Administration	City Engineer/Dir. of Public Works	0.35
750.636 Sewer	Administration	Asst. Dir. Of Public Works	0.35
750.636 Sewer	Administration	Asst. City Engineer	0.35
750.636 Sewer	Administration	Project Assistant	0.35
750.636 Sewer	Administration	Meter Reader	1
750.637 Sewer	Treatment Plant	Project Inspector	0.3
750.637 Sewer	Treatment Plant	Lab Technician	1
750.637 Sewer	Treatment Plant	Oper/Pl Mech/Relief Oper/Pl Mech	7
750.637 Sewer	Treatment Plant	Master Mechanic	1
750.637 Sewer	Treatment Plant	Plant Manager	1
750.637 Sewer	Treatment Plant	Environmental Coordinator	0.25
755.637 Storm Sewer	Maintenance	Environmental Coordinator	0.5
760.636 Sanitation	Administration	Account Admin. I (Util. Bill.)	0.3
760.636 Sanitation	Administration	Account Admin. II (Util. Bill.)	0.3
760.636 Sanitation	Administration	Deputy Service-Safety Dir.	0.1
760.636 Sanitation	Administration	Solid Waste/Litter Control Inspector	2
865.645 Int. Service	Int. Service	General Secretary	0.5
865.647 Internal Svc.	Internal Svc.	Master Mechanic	2
865.647 Internal Svc.	Internal Svc.	IT Technician	1
		IT System Administrator	1
		TOTAL	181.89

PART-TIME AND SEASONAL EMPLOYEES

FUND	DEPARTMENT	POSITION	NUMBER	HOURLY RATE
101.101 General	Mayor	Intern	5	\$12.00- \$2.50 above
101.102 General	Auditor	Intern	1	\$12.00- \$2.50 above
101.104 General	Law Director	Intern	2	\$12.00- \$2.50 above
270.940 Recreation	Recreation	Intern	1	\$12.00- \$2.50 above
101.105 General	Council	Aides	4	\$12.00- \$2.50 above
101.112 Lands & Bld.	Lands & Buildings	Lands & Building Maintenance	1	\$12.00- \$2.50 above
101.112 General	Lands & Buildings	Seasonal Worker	1	\$12.00- \$2.50 above
101.112 General	Lands & Buildings	Seasonal Landscaper	1	\$12.00- \$2.50 above
101.115 General	Cemetery	Seasonal Worker	1	\$12.00- \$2.50 above
101.207 General	Police	Aux. Officer Non-Sworn	1	\$12.00- \$2.50 above
			2	Starting pay is
				\$1.00 less than a FT Patrol Off.
101.207 General	Police	Aux Officer "Active"	10	Starting pay for FT Patrol Off.
101.207 General	Police	Aux Officer "Call-In"	10	Starting pay for FT Patrol Off.
101.207 General	Police	Aux. Dare Officer	1	Starting pay for FT Patrol Off.
101.207 General	Police	Aux. Major Events	50	Up to \$350 per event day
101.207 General	Police	Intern	1	\$12.00- \$2.50 above
101.208 General	Fire	Intern	1	\$12.00- \$2.50 above
220.717 Street	Street	Intern	2	\$12.00- \$2.50 above
270.717 Street	Street	Seasonal Worker	8	\$12.00- \$2.50 above
270.940 Recreation	Recreation	Seasonal Worker	5	\$12.00- \$2.50 above
740.637 Water	Water	Seasonal Worker	1	\$12.00- \$2.50 above
740.637 Water	Treatment Plant	Seasonal Worker	1	\$12.00- \$2.50 above
740.637 Water	Treatment Plant	Intern	1	\$12.00- \$2.50 above
750.637 Sewer	Treatment Plant	Seasonal Worker	1	\$12.00- \$2.50 above
750.637 Sewer	Treatment Plant	Intern	1	\$12.00- \$2.50 above
865.647 Int.Service	Int.Service	IT Intern	1	\$12.00- \$2.50 above

Arts/Recreation Fund

RECREATION/COMMUNITY CENTER PROGRAM PERSONNEL

DEPARTMENT	POSITION	RATE
A,P & R	Pool Attendants, Preschool Aides,	\$12.00- \$2.50 above
	Day Care/Camp Instructors, Fitness	\$12.00- \$2.50 above
	Supervisor, Building & League Supvs.	\$12.00- \$2.50 above
	Youth Referee, Score Keepers	\$12.00- \$2.50 above
	Lifeguards	\$12.00- \$2.50 above
A,P & R	Head Life Guard(s)	\$13.00 - \$2.50 above
A,P & R	Lead Life Guard	\$13.00 - \$2.50 above
A,P & R	Head Pool Attendant	\$13.00 - \$2.50 above
A,P & R	Lead Pool Attendant	\$13.00 - \$2.50 above
A,P & R	Programs Coordinator	\$12.00- \$2.50 above
A,P & R	Personal Trainer	\$14.00 - \$3.00 above
A,P & R	Pre School Teacher	\$12.00- \$2.50 above

Number of employees for each position will vary to meet program needs

City of Athens
PAY GRADES

Pay Grade	MIN	MID	MAX	MIN	MID	MAX	Title(s)
1	\$15.37	\$18.06	\$20.76	\$16.29	\$19.15	\$22.01	General Secretary; Legal Secretary I; Executive Secretary (Mayor); Data Entry Operator; Receptionist
2	\$16.76	\$19.69	\$22.62	\$17.77	\$20.87	\$23.98	Operations Specialist; Administrative Assistant; Legal Secretary II
3	\$18.27	\$21.46	\$24.66	\$19.37	\$22.75	\$26.14	Administrative Assistant II; Account Administrator I (Utilities Billing); Administrative Coordinator (EPW) ; Production Specialist (TGC)
4	\$19.92	\$23.40	\$26.89	\$21.12	\$24.81	\$28.50	IT Technician; Administrative Coordinator (HR) ; TGC Technician; Solid Waste Control Inspector; Building Projects Technician; DEIA/Training Coordinator ; Administrative Coordinator (E/PW)
5	\$21.71	\$25.50	\$29.30	\$23.01	\$27.03	\$31.06	Account Administrator I (Auditor); Executive Administrator (Auditor) Account Administrator II (Utilities Billing); Program Specialist (Arts); Program Specialist (APR); Project Assistant; Project Specialist (Childcare); Human Resources Coordinator; DEIA Coordinator
6	\$23.66	\$27.80	\$31.94	\$25.08	\$29.47	\$33.86	Grants Administrator (Mayor); Social Worker, Project Inspector; Income Tax Administrator; IT System Administrator
7	\$25.79	\$30.95	\$36.11	\$27.34	\$32.81	\$38.28	Building Project Supervisor; Clerk of Council*; Lab Technician; Labor Supervisor (APR); Environmental Coordinator; Labor Supervisor (Sewer, Street, Water)
8	\$28.11	\$33.73	\$39.36	\$29.80	\$35.76	\$41.72	Assistant Director of Public Works; Assistant Director (APR); Assistant Director of Development Enforcement
9	\$30.64	\$36.77	\$42.90	\$32.48	\$38.97	\$45.47	Prosecutor; Assistant Law Director/Part-Time Prosecutor; Fire Captain; Police Captain; Assistant City Engineer; WTP Manager; WWTP Manager; City Planner
10	\$33.40	\$40.91	\$48.43	\$35.40	\$43.37	\$51.34	Human Resources Director; Deputy Auditor; APR Director; Director of Code Enforcement; Government Channel Director; Deputy Service Safety Director;
11	\$36.41	\$44.60	\$52.80	\$38.59	\$47.28	\$55.97	City Engineer / Director of Public Works; Fire Chief; Police Chief; Chief City Prosecutor
12	\$39.42	\$47.79	\$56.17	\$41.79	\$50.66	\$59.54	Service Safety Director

* This position is a direct appointment of Council, and is exempt from coverage under FLSA [per FLSA § 3(e)(2)(C)(i)(II)]. Due to the critical nature of this position, it is the Consultant's recommendation it be placed in Pay Grade 7.

Position	Pay Band	Pay Range			2023 Rate	Proposed Pay Range (6% Increase due to CPI average on 2022 and 2023)			Proposed 4.5% COLA	4.5 % Per Hour Increase	2024 Hourly Wage (If 4.5%)
		MIN	MID	MAX		MIN	MID	MAX			
SERVICE SAFETY DIRECTOR*	12	\$39.42	\$47.79	\$56.17	\$51.40	\$41.79	\$50.66	\$59.54	\$53.71	\$2.31	\$53.71
CITY ENGINEER/DIRECTOR OF PUBLIC WORKS*	11	\$36.41	\$44.60	\$52.80	\$36.96	\$38.59	\$47.28	\$55.97	\$38.62	\$1.66	\$38.62
CHIEF CITY PROSECUTOR*	11	\$36.41	\$44.60	\$52.80	\$40.97	\$38.59	\$47.28	\$55.97	\$42.81	\$1.84	\$42.81
FIRE CHIEF*	11	\$36.41	\$44.60	\$52.80	\$49.51	\$38.59	\$47.28	\$55.97	\$51.74	\$2.23	\$51.74
POLICE CHIEF*	11	\$36.41	\$44.60	\$52.80	\$48.08	\$38.59	\$47.28	\$55.97	\$50.24	\$2.16	\$50.24
DIRECTOR APR*	10	\$33.40	\$40.91	\$48.43	\$34.07	\$35.40	\$43.37	\$51.34	\$35.60	\$1.53	\$35.60
DIRECTOR OF CODE ENFORCEMENT*	10	\$33.40	\$40.91	\$48.43	\$34.07	\$35.40	\$43.37	\$51.34	\$35.60	\$1.53	\$35.60
DEPUTY AUDITOR*	10	\$33.40	\$40.91	\$48.43	\$34.07	\$35.40	\$43.37	\$51.34	\$35.60	\$1.53	\$35.60
GOVERNMENT CHANNEL DIRECTOR*	10	\$33.40	\$40.91	\$48.43	\$37.55	\$35.40	\$43.37	\$51.34	\$39.24	\$1.69	\$39.24
HUMAN RESOURCES DIRECTOR*	10	\$33.40	\$40.91	\$48.43	\$37.24	\$35.40	\$43.37	\$51.34	\$38.92	\$1.68	\$38.92
DEPUTY SERVICE SAFETY DIRECTOR*	10	\$33.40	\$40.91	\$48.43	\$34.07	\$35.40	\$43.37	\$51.34	\$35.60	\$1.53	\$35.60
PROSECUTOR*	9	\$30.64	\$36.77	\$42.90	\$34.55	\$32.48	\$38.97	\$45.47	\$36.10	\$1.55	\$36.10
ASSISTANT LAW DIRECTOR/PT PROSECUTOR*	9	\$30.64	\$36.77	\$42.90	\$36.96	\$32.48	\$38.97	\$45.47	\$38.62	\$1.66	\$38.62
FIRE CAPTAIN*	9	\$30.64	\$36.77	\$42.90	\$42.68	\$32.48	\$38.97	\$45.47	\$44.60	\$1.92	\$44.60
POLICE CAPTAIN*	9	\$30.64	\$36.77	\$42.90	\$42.90	\$32.48	\$38.97	\$45.47	\$44.83	\$1.93	\$44.83
ASSISTANT CITY ENGINEER*	9	\$30.64	\$36.77	\$42.90	\$35.73	\$32.48	\$38.97	\$45.47	\$37.34	\$1.61	\$37.34
WTP MANAGER	9	\$30.64	\$36.77	\$42.90	\$32.45	\$32.48	\$38.97	\$45.47	\$33.91	\$1.46	\$33.91
WWTP MANAGER	9	\$30.64	\$36.77	\$42.90	\$34.41	\$32.48	\$38.97	\$45.47	\$35.96	\$1.55	\$35.96
CITY PLANNER*	9	\$30.64	\$36.77	\$42.90	\$0.00	\$32.48	\$38.97	\$45.47	\$0.00	\$0.00	\$0.00
ASSISTANT DIRECTOR OF APR*	8	\$28.11	\$33.73	\$39.36	\$28.95	\$29.80	\$35.76	\$41.72	\$30.25	\$1.30	\$30.25
ASSISTANT DIRECTOR OF DEVELOPMENT, ENFORCEMENT AND FACILITIES	8	\$28.11	\$33.73	\$39.36	\$0.00	\$29.80	\$35.76	\$41.72	\$0.00	\$0.00	\$0.00
ASSISTANT DIRECTOR OF PUBLIC WORKS*	8	\$28.11	\$33.73	\$39.36	\$33.48	\$29.80	\$35.76	\$41.72	\$34.99	\$1.51	\$34.99
LAB TECH	7	\$25.79	\$30.95	\$36.11	\$35.64	\$27.34	\$32.81	\$38.28	\$37.24	\$1.60	\$37.24
LAB TECH	7	\$25.79	\$30.95	\$36.11	\$34.40	\$27.34	\$32.81	\$38.28	\$35.95	\$1.55	\$35.95
PARKS OPERATIONS MANAGER	7	\$25.79	\$30.95	\$36.11	\$28.08	\$27.34	\$32.81	\$38.28	\$29.34	\$1.26	\$29.34
PROGRAM OPERATIONS MANAGER	7	\$25.79	\$30.95	\$36.11	\$0.00	\$27.34	\$32.81	\$38.28	\$0.00	\$0.00	\$0.00
ENVIRONMENTAL COORDINATOR	7	\$25.79	\$30.95	\$36.11	\$28.75	\$27.34	\$32.81	\$38.28	\$30.04	\$1.29	\$30.04
LABOR SUPERVISOR - STREETS	7	\$25.79	\$30.95	\$36.11	\$28.30	\$27.34	\$32.81	\$38.28	\$29.57	\$1.27	\$29.57
LABOR SUPERVISOR - SEWER	7	\$25.79	\$30.95	\$36.11	\$28.37	\$27.34	\$32.81	\$38.28	\$29.65	\$1.28	\$29.65
LABOR SUPERVISOR - WATER	7	\$25.79	\$30.95	\$36.11	\$30.43	\$27.34	\$32.81	\$38.28	\$31.80	\$1.37	\$31.80
CLERK OF COUNCIL*	7	\$25.79	\$30.95	\$36.11	\$30.47	\$27.34	\$32.81	\$38.28	\$31.84	\$1.37	\$31.84
BUILDING PROJECT SUPERVISOR	7	\$25.79	\$30.95	\$36.11	\$30.59	\$27.34	\$32.81	\$38.28	\$31.97	\$1.38	\$31.97
SOCIAL WORKER	6	\$23.66	\$27.80	\$31.94	\$29.36	\$25.08	\$29.47	\$33.86	\$30.68	\$1.32	\$30.68
INCOME TAX ADMINISTRATOR	6	\$23.66	\$27.80	\$31.94	\$26.17	\$25.08	\$29.47	\$33.86	\$27.35	\$1.18	\$27.35
INCOME TAX ADMINISTRATOR	6	\$23.66	\$27.80	\$31.94	\$24.61	\$25.08	\$29.47	\$33.86	\$25.72	\$1.11	\$25.72
SYSTEM ADMINISTRATOR*	6	\$23.66	\$27.80	\$31.94	\$24.61	\$25.08	\$29.47	\$33.86	\$25.72	\$1.11	\$25.72
INSTRUMENT TECHNICIAN PROJECT INSPECTOR ***	6	\$23.66	\$27.80	\$31.94	\$0.00	\$25.08	\$29.47	\$33.86	\$0.00	\$0.00	\$0.00
GRANTS ADMINISTRATOR (MAYOR)	6	\$23.66	\$27.80	\$31.94	\$24.61	\$25.08	\$29.47	\$33.86	\$25.72	\$1.11	\$25.72
ACCOUNT ADMINISTRATOR II (Utilities Billing)	5	\$21.71	\$25.50	\$29.30	\$25.12	\$23.01	\$27.03	\$31.06	\$26.25	\$1.13	\$26.25
ACCOUNT ADMINISTRATOR I (Auditor)	5	\$21.71	\$25.50	\$29.30	\$22.69	\$23.01	\$27.03	\$31.06	\$23.71	\$1.02	\$23.71
EXECUTIVE ADMINISTRATOR (Auditor)	5	\$21.71	\$25.50	\$29.30	\$23.73	\$23.01	\$27.03	\$31.06	\$24.80	\$1.07	\$24.80
PROGRAM SPECIALIST (Arts) *	5	\$21.71	\$25.50	\$29.30	\$0.00	\$23.01	\$27.03	\$31.06	\$0.00	\$0.00	\$0.00
PROGRAM SPECIALIST (CHILDCARE) *	5	\$21.71	\$25.50	\$29.30	\$0.00	\$23.01	\$27.03	\$31.06	\$0.00	\$0.00	\$0.00
PROGRAM SPECIALIST (Parks and Recreation) *	5	\$21.71	\$25.50	\$29.30	\$23.04	\$23.01	\$27.03	\$31.06	\$24.08	\$1.04	\$24.08
DEIA /TRAINING COORDINATOR * ***	5	\$21.71	\$25.50	\$29.30	\$21.03	\$23.01	\$27.03	\$31.06	\$21.98	\$0.95	\$23.01
ADMINISTRATIVE HUMAN RESOURCES COORDINATOR ***	5	\$21.71	\$25.50	\$29.30	\$20.92	\$23.01	\$27.03	\$31.06	\$21.86	\$0.94	\$23.01
IT TECHNICIAN	4	\$19.92	\$23.40	\$26.89	\$0.00	\$21.12	\$24.81	\$28.50	\$0.00	\$0.00	\$0.00
TGC TECH	4	\$19.92	\$23.40	\$26.89	\$22.64	\$21.12	\$24.81	\$28.50	\$23.66	\$1.02	\$23.66
BUILDING PROJECTS TECHNICIAN	4	\$19.92	\$23.40	\$26.89	\$26.16	\$21.12	\$24.81	\$28.50	\$27.34	\$1.18	\$27.34
SOLID WASTE CONTROL INSPECTOR	4	\$19.92	\$23.40	\$26.89	\$23.22	\$21.12	\$24.81	\$28.50	\$24.26	\$1.04	\$24.26
ADMINISTRATIVE COORDINATOR (EPW) ***	4	\$19.92	\$23.40	\$26.89	\$23.92	\$21.12	\$24.81	\$28.50	\$25.00	\$1.08	\$25.00
ADMINISTRATIVE ASSISTANT II	3	\$18.27	\$21.46	\$24.66	\$20.86	\$19.37	\$22.75	\$26.14	\$21.80	\$0.94	\$21.80
ACCOUNT ADMINISTRATOR I (Utilities Billing)	3	\$18.27	\$21.46	\$24.66	\$19.27	\$19.37	\$22.75	\$26.14	\$20.14	\$0.87	\$20.14
OPERATIONS SPECIALIST	2	\$16.76	\$19.69	\$22.62	\$22.54	\$17.77	\$20.87	\$23.98	\$23.55	\$1.01	\$23.55
OPERATIONS SPECIALIST	2	\$16.76	\$19.69	\$22.62	\$17.77	\$17.77	\$20.87	\$23.98	\$18.57	\$0.80	\$18.57
CONSTRUCTION COORDINATOR PROJECT ASSISTANT. ***	2	\$16.76	\$19.69	\$22.62	\$0.00	\$17.77	\$20.87	\$23.98	\$0.00	\$0.00	\$0.00
EXECUTIVE ASSISTANT	2	\$16.76	\$19.69	\$22.62	\$21.86	\$17.77	\$20.87	\$23.98	\$22.84	\$0.98	\$22.84
LEGAL SECRETARY II	2	\$16.76	\$19.69	\$22.62	\$21.35	\$17.77	\$20.87	\$23.98	\$22.31	\$0.96	\$22.31
GENERAL SECRETARY	1	\$15.37	\$18.06	\$20.76	\$16.72	\$16.29	\$19.15	\$22.01	\$17.47	\$0.75	\$17.47
GENERAL SECRETARY - CODE	1	\$15.37	\$18.06	\$20.76	\$17.31	\$16.29	\$19.15	\$22.01	\$18.09	\$0.78	\$18.09
LEGAL SECRETARY I	1	\$15.37	\$18.06	\$20.76	\$17.81	\$16.29	\$19.15	\$22.01	\$18.61	\$0.80	\$18.61
DATA ENTRY OPERATOR	1	\$15.37	\$18.06	\$20.76	\$17.72	\$16.29	\$19.15	\$22.01	\$18.52	\$0.80	\$18.52
DATA ENTRY OPERATOR	1	\$15.37	\$18.06	\$20.76	\$16.37	\$16.29	\$19.15	\$22.01	\$17.11	\$0.74	\$17.11

* = FLSA Exempt
*** = Proposed pay grade change

	\$72.29
	\$150,372.14

				2% Annual					2.5% Annual					3% Annual					3.5% Year 2024, 2% Years 2025-2028				
Elected Officials	2022 rate	2023 rate	2024 rate (Current Ordinance)	2024	2025	2026	2027	2028	2024	2025	2026	2027	2028	2024	2025	2026	2027	2028	2024	2025	2026	2027	2028
Mayor	\$89,746.80	\$91,541.84	\$93,372.76	\$93,372.68	\$95,240.13	\$97,144.93	\$99,087.83	\$101,069.59	\$93,830.39	\$96,176.15	\$98,580.55	\$101,045.06	\$103,571.19	\$94,288.10	\$97,116.74	\$100,030.24	\$103,031.15	\$106,122.08	\$94,745.80	\$96,640.72	\$98,573.53	\$100,545.01	\$102,555.91
Auditor	\$77,979.72	\$79,539.20	\$81,129.88	\$81,129.98	\$82,752.58	\$84,407.64	\$86,095.79	\$87,817.70	\$81,527.68	\$83,565.87	\$85,655.02	\$87,796.39	\$89,991.30	\$81,925.38	\$84,383.14	\$86,914.63	\$89,522.07	\$92,207.73	\$82,323.07	\$83,969.53	\$85,648.92	\$87,361.90	\$89,109.14
Law Director	\$77,979.72	\$79,539.20	\$81,129.88	\$81,129.98	\$82,752.58	\$84,407.64	\$86,095.79	\$87,817.70	\$81,527.68	\$83,565.87	\$85,655.02	\$87,796.39	\$89,991.30	\$81,925.38	\$84,383.14	\$86,914.63	\$89,522.07	\$92,207.73	\$82,323.07	\$83,969.53	\$85,648.92	\$87,361.90	\$89,109.14
Treasurer	\$15,849.08	\$16,166.02	\$16,489.46	\$16,489.34	\$16,819.13	\$17,155.51	\$17,498.62	\$17,848.59	\$16,570.17	\$16,984.42	\$17,409.04	\$17,844.26	\$18,290.37	\$16,651.00	\$17,150.53	\$17,665.05	\$18,195.00	\$18,740.85	\$16,731.83	\$17,066.47	\$17,407.80	\$17,755.95	\$18,111.07
Judge	\$37,950.12	\$38,709.12	\$39,483.30	\$39,483.30	\$40,272.97	\$41,078.43	\$41,900.00	\$42,738.00	\$39,676.85	\$40,668.77	\$41,685.49	\$42,727.63	\$43,795.82	\$39,870.39	\$41,066.51	\$42,298.50	\$43,567.46	\$44,874.48	\$40,063.94	\$40,865.22	\$41,682.52	\$42,516.17	\$43,366.50
Council President	\$10,887.10	\$11,094.72	\$11,316.50	\$11,316.61	\$11,542.95	\$11,773.81	\$12,009.28	\$12,249.47	\$11,372.09	\$11,656.39	\$11,947.80	\$12,246.49	\$12,552.66	\$11,427.56	\$11,770.39	\$12,123.50	\$12,487.21	\$12,861.82	\$11,483.04	\$11,712.70	\$11,946.95	\$12,185.89	\$12,429.61
Council Member	\$8,743.80	\$8,918.78	\$9,097.14	\$9,097.16	\$9,279.10	\$9,464.68	\$9,653.97	\$9,847.05	\$9,141.75	\$9,370.29	\$9,604.55	\$9,844.66	\$10,090.78	\$9,186.34	\$9,461.93	\$9,745.79	\$10,038.17	\$10,339.31	\$9,230.94	\$9,415.56	\$9,603.87	\$9,795.94	\$9,991.86
Council Member	\$8,743.80	\$8,918.78	\$9,097.14	\$9,097.16	\$9,279.10	\$9,464.68	\$9,653.97	\$9,847.05	\$9,141.75	\$9,370.29	\$9,604.55	\$9,844.66	\$10,090.78	\$9,186.34	\$9,461.93	\$9,745.79	\$10,038.17	\$10,339.31	\$9,230.94	\$9,415.56	\$9,603.87	\$9,795.94	\$9,991.86
Council Member	\$8,743.80	\$8,918.78	\$9,097.14	\$9,097.16	\$9,279.10	\$9,464.68	\$9,653.97	\$9,847.05	\$9,141.75	\$9,370.29	\$9,604.55	\$9,844.66	\$10,090.78	\$9,186.34	\$9,461.93	\$9,745.79	\$10,038.17	\$10,339.31	\$9,230.94	\$9,415.56	\$9,603.87	\$9,795.94	\$9,991.86
Council Member	\$8,743.80	\$8,918.78	\$9,097.14	\$9,097.16	\$9,279.10	\$9,464.68	\$9,653.97	\$9,847.05	\$9,141.75	\$9,370.29	\$9,604.55	\$9,844.66	\$10,090.78	\$9,186.34	\$9,461.93	\$9,745.79	\$10,038.17	\$10,339.31	\$9,230.94	\$9,415.56	\$9,603.87	\$9,795.94	\$9,991.86
Council Member	\$8,743.80	\$8,918.78	\$9,097.14	\$9,097.16	\$9,279.10	\$9,464.68	\$9,653.97	\$9,847.05	\$9,141.75	\$9,370.29	\$9,604.55	\$9,844.66	\$10,090.78	\$9,186.34	\$9,461.93	\$9,745.79	\$10,038.17	\$10,339.31	\$9,230.94	\$9,415.56	\$9,603.87	\$9,795.94	\$9,991.86
Council Member	\$8,743.80	\$8,918.78	\$9,097.14	\$9,097.16	\$9,279.10	\$9,464.68	\$9,653.97	\$9,847.05	\$9,141.75	\$9,370.29	\$9,604.55	\$9,844.66	\$10,090.78	\$9,186.34	\$9,461.93	\$9,745.79	\$10,038.17	\$10,339.31	\$9,230.94	\$9,415.56	\$9,603.87	\$9,795.94	\$9,991.86

Union Position Equivalent Pay Band

Custodian (	\$19.53	3
Custodian/	\$21.39	4
Maintenan	\$21.84	5
Electrician	\$22.30	5
Parking Enf	\$22.55	5
Maintenan	\$22.96	5
Licensed W	\$25.71	6
Administra	\$17.94	2
Code Office	\$20.86	4
Patrol Offic	\$26.80	7
Communica	\$24.09	6
Firefighter	\$25.95	7
Fire Lieuter	\$35.22	10

0-132-23

Introduced by Finance & Personnel Committee

AN ORDINANCE ADOPTING A FRINGE BENEFITS PACKAGE FOR NON-UNION PERSONNEL WITHIN THE CITY OF ATHENS AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Effective January 1, 2024, the Fringe Benefits Package attached hereto and incorporated herein shall be in effect, and all ordinances inconsistent therewith shall be repealed.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, safety and welfare of the residents of the City of Athens in order to meet the January 1, 2024 effective date, and that it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

CITY ORDINANCE

0-132-23

NON-UNION PERSONNEL SALARY
AND FRINGE BENEFIT PACKAGE

AS AMENDED

0-54-93, dated May 3, 1993
0-143-93, dated November 1, 1993
0-164-93, dated December 26, 1993
0-50-96, dated April 22, 1996
0-128-99, dated December 20, 1999
0-133-00, dated December 18, 2000
0-125-01, dated December 17, 2001
0-44-04, dated May 17, 2004
0-53-06, dated June 5, 2006
0-149-07, dated December 17, 2007
0-16-08, dated March 17, 2008
0-132-08, dated December 15, 2008
0-63-09, dated May 18, 2009
0-145-09, dated December 14, 2009
0-122-10, dated December 13, 2010
0-78-11, dated July 18, 2011
0-127-11, dated December 19, 2011
0-122-12, dated December 17, 2012
0-103-13, dated October 7, 2013
0-147-13, dated December 16, 2013
0-03-14, dated February 17, 2014
0-15-14, dated March 17, 2014
0-122-14, dated December 15, 2014
0-28-15, dated May 4, 2015
0-107-15, dated November 16, 2015
0-72-16, dated May 31, 2016
0-152-16, dated December 14, 2016
0-152-17, dated December 11, 2017
0-143-18, dated December 17, 2018
0-132-19, dated December 16, 2019
0-142-20, dated December 14, 2020
0-142-21, dated December 13, 2021
0-148-22, dated December 5, 2022

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EXHIBIT A

NON-UNION PERSONNEL SALARY AND FRINGE BENEFIT PACKAGE

DEFINITIONS: For the purpose of this Ordinance, the following terms are defined:

Full Time Non-Exempt Employee - One whose earnings are calculated on an hourly basis and works 40 hours or more per week. These are employees primarily performing work that is subject to the overtime provisions of the Fair Labor Standards Act.

Full Time Exempt Employee - One whose earnings are calculated on a biweekly basis, and not determined by hours worked per week. These are employees primarily performing work that is not subject to overtime provisions of the Fair Labor Standards Act. Exempt employees are generally expected to work a minimum of 40 hours per week.

Three-Quarter Time Employee – One whose earnings are calculated on an hourly basis, works at least but no more than 30 hours a week, does not exceed 1,560 hours per year and is eligible for non-union benefits.

Permanent Part-time Employee – One whose earnings are calculated on an hourly basis, works at least 20 but less than 30 hours a week, does not exceed 1,508 hours per year and is eligible for non-union benefits.

Temporary Part-time Employee – One whose earnings are calculated on an hourly basis and works less than 30 hours per week on an annualized basis.

Temporary Employee – One who temporarily fills the vacancy of a classified civil service position (subject to ORC 124.30). Earnings are calculated on an hourly basis and works 40 hours per week, not to exceed 120 calendar days.

Seasonal Employee – One whose earnings are calculated on an hourly basis and work up to 40 hours per week to meet the city's operational needs during certain times of the year. Seasonal employees cannot work more than 180 calendar days per year. (ORC 4141.33)

Interns – Part-time employees, typically college students, generally work about 20 hours per week, but may work up to 40 hours per week during school breaks. Intern positions cannot exceed 1,020 hours per year. Reference the staffing ordinance for interns pay range. (2019)

Elected Official Employees – One whose earnings are calculated on a bi-weekly basis, and not determined by hours worked per week, and are paid current.

Excluded Employee – Employees who have been appointed to serve on a policy making level, and are immediate advisors with respect to the constitutional or legal powers of the

elected official's office are excluded from all provisions of the Fair Labor Standards Act, including overtime compensation. Excluded employees are generally expected to work a minimum of 40 hours per week.

~~First full pay period — determined by pay date or check date. For example, the first full pay period in January of 2023 is actually the pay period of 12/18/2022 — 12/31/2022 which is paid on 01-13-2023.~~

~~*Payroll Year — The payroll year will be 26 biweekly pay periods.~~

1. EFFECTIVE DATE/RETROACTIVITY:

- A. All provisions hereunder are, unless otherwise specified, effective January 1, 2023 **2024**.

2. OVERTIME:

A. Those employees eligible for overtime compensation under the Fair Labor Standards Act (FLSA) shall be paid overtime for time worked in excess of 40 hours per week at a rate of time and one half. Labor Supervisors and Laboratory Technicians and Instrument Technicians will be paid overtime similar to the provisions of the labor agreement in place with the Service Department workers. Where a collective bargaining contract exists, the overtime provision of the labor contract prevails. Each elected official of the city and their appointees who are personal staff members, have been appointed to serve on a policy making level, and are immediate advisers with respect to the constitutional or legal powers of the elected official's office are excluded from all provisions of the FLSA, including overtime compensation.

B. Three-quarter time and part-time employees shall not be paid the overtime rate until they have worked in excess of 40 hours a week. Seasonal employees, with the exception of seasonal maintenance employees and seasonal day camp employees are exempt from the overtime provision.

C. Overtime rate shall be computed based on a fixed period of 168 hours - 7 consecutive, 24-hour periods, which is established for each employee. It may begin on any day of the week and at any hour of the day; and does not have to coincide with the calendar week. The overtime rate shall include any benefit required by the FLSA.

The standard work period of the Fire Captains after 12/10/87, shall be set forth as a 27-day work period with the standard number of hours being 204 within that period.

The Fire Captains shall work a 24-hour shift, with an average work week of 48 hours. The work week shall be 24 hours on and 48 hours off with rotating kelly days to reduce the annualized hours to a 48-hour work schedule.

Effective with the first pay period of 2019, the Fire Captains shall be paid for all hours worked in excess of their normal work schedule on a one to one and one half ratio, but not less than three (3) hours per call-out, at a 2080 hourly overtime rate.

Shift T W T F S S M T W T F S S M T W T F S S M T W T F S S

X O O X O O X O O X O O X O O X O O X O O X O O X O O

D. Overtime will not be granted under this ordinance except for personnel specifically authorized by the appropriate supervisor or elected official.

E. Overtime computed under this ordinance will be based on 2080 hours of work annually except the fire captains as shown in Section 2 C above.

3. COMPENSATORY TIME:

A. Compensatory time off is earned by non-exempt employees. Compensatory time is earned at a rate of one and one-half (1 ½) hours for each overtime hour worked. Non-exempt employees have the option to use compensatory time off in place of paid overtime.

B. Accrued balances of compensatory time, at termination of employment or promotion to a position not eligible for overtime pay, must be paid at a rate not less than: 1) the average regular rate of pay over the employee's last three (3) years of employment; or 2) the final regular rate of pay, whichever one is higher. Payment will be made the pay period following the employee's last pay.

C. Effective October 1, 2013, exempt or excluded employees are not permitted to carry compensatory time balances forward. If a non-exempt employee is promoted to a position not eligible for overtime pay, the employee's accrued balance of compensatory time will be paid out at the rate of pay the employee received for their final pay as a non-exempt employee. Annual compensatory time payout will be based on the employee's balance as of the end of the first full pay period in January, and will be paid the second pay in January. Compensatory time payouts will be processed on amounts accrued at five hours or more. Any time under five hours will be rolled over.

D. Under no circumstances may compensatory time be accrued in excess of 240 hours for employees. Any accrual in excess of 240 hours must be converted back to regular hours and be paid at the overtime rate. All other compensatory time provisions shall be administered in compliance with FLSA regulations.

4. VACATIONS:

A. Eligible employees must be in an active work status for six (6) months prior to using accrued vacation leave. Prior part-time service with the City does not count toward the six (6) month active work status. Active employees will be granted time off for vacations during each year, based on the following schedule:

Length of Service - Vacation Credit – for Non-Union Employees Other Than Non-Union Fire Personnel

LENGTH OF SERVICE	ANNUAL VACATION CREDIT	3 TIMES ANNUAL VACATION CREDIT EQUALS THE MAXIMUM ACCUMULATION (IN HOURS)	3 TIMES ANNUAL VACATION CREDIT EQUALS THE MAXIMUM ACCUMULATION (IN DAYS)
After 1 year of Continuous service	2 weeks (3.1 hrs. ppp)	241.80 HOURS (3.1 x 26 x 3 = 241.80)	30.23 DAYS (241.80/8 hours)
After 8 years of Continuous service	3 weeks (4.6 hrs. ppp)	358.80 HOURS (4.6 x 26 x 3 = 358.80)	44.85 DAYS (358.80/8 hours)
After 15 years of Continuous service	4 weeks (6.2 hrs. ppp)	483.60 HOURS (6.2 x 26 x 3 = 483.60)	60.45 DAYS (483.60/8 hours)
After 25 years of Continuous service	5 weeks (7.7 hrs. ppp)	600.60 HOURS (7.7 x 26 x 3 = 600.60)	75.08 DAYS (600.60/8 hours)

Three-quarter time employees will be pro-rated (75%) of the above. Permanent part-time employees will be pro-rated (50%) of the above.

Employees shall receive an additional 40 hours of vacation at the beginning of each new vacation accrual rate excluding non-union fire personnel who will receive 48 hours.

Length of Service For Non-Union Fire Personnel - Vacation Credit

LENGTH OF SERVICE	ANNUAL VACATION CREDIT	3 TIMES ANNUAL VACATION CREDIT EQUALS THE MAXIMUM ACCUMULATION (IN HOURS)	3 TIMES ANNUAL VACATION CREDIT EQUALS THE MAXIMUM ACCUMULATION (IN DAYS)
After 1 year of Continuous service	2 weeks (3.7 hrs. ppp)	288.60 HOURS (3.7 x 26 x 3 = 288.60)	12 DUTY DAYS (288.60/24 hours)
After 8 years of Continuous service	3 weeks (5.54 hrs. ppp)	358.80 HOURS (5.54 x 26 x 3 = 358.80)	18 DUTY DAYS (432.12/24 hours)
After 15 years of Continuous service	4 weeks (7.39 hrs. ppp)	576.42 HOURS (7.39 x 26 x 3 = 576.42)	24 DUTY DAYS (576.42/24 hours)
After 25 years of Continuous service	5 weeks (9.24 hrs. ppp)	720.72 HOURS (9.24 x 26 x 3 = 720.72)	30 DUTY DAYS (720.72/24 hours)

B. Each employee (including $\frac{3}{4}$ -time and permanent part-time employees) entitled to vacation will schedule and take at least one (1) week of such vacation on consecutive days. Vacation credits may be taken in not less than 1/2-day units unless otherwise approved by the immediate supervisor.

C. Full-time exempt personnel temporarily working part-time shall Accumulate vacation time on a prorated (50%) basis during such temporary period.

D. In accordance with section 9.44 of the Ohio Revised Code, City employees who are hired on or after July 5, 1987 cannot use any prior service with any government or state agency, except with the City of Athens, to compute their vacation credit, nor may any balances be transferred to the City from other employment.

E. Employees (including ¾-time and permanent part-time employees) shall be able to accumulate vacation credits up to three (3) years. Employees who accrue in excess of vacation credits up to three (3) times their earned annual length of service, as defined in Section 4(A), shall forfeit the excess with no compensation from the City. (2019)

F. Upon separation from City service an employee shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of separation, up to their maximum as defined in Section 4 (A). Payment will be made the pay period following the employee's last pay.

G. Non-Union fire personnel, who are already at an earned vacation accrual level upon their work anniversary, will not receive an additional 48 hours since the hours were received while under the fire contract.

5. RETIREMENT:

OPERS – Ohio Public Employees Retirement System and (OP&F) – Ohio Police & Fire Pension Fund

All City positions covered by this ordinance shall be included in the City's retirement plans: Ohio Public Employees Retirement System (OPERS) and Ohio Police and Fire Pension Fund (OP&F). As used in this section, "retirement" means disability or service retirement under any state or municipal retirement system in this state.

The following provision for "picking up" statutorily required contribution to the Ohio Public Employees Retirement System (OPERS) and the Ohio Police and Fire Pension Fund (OP&F) shall extend to all non-union employees, including the chiefs and captains in the Fire and Police Departments, and all elected officials. Effective with the first pay of 1994, the City's method of payment of salary to employees who are participants in the Ohio Public Employees Retirement System (OPERS) and the Ohio Police and Fire Pension Fund (OP&F) is hereby modified as follows in order provides for a salary reduction "pick-up" of employee contributions to Ohio Public Employees Retirement System (OPERS) and Ohio Police and Fire Pension Fund (OP&F):
The total salary for each employee and official shall be the salary otherwise payable under the City's ordinances. Such total salary of each employee shall be payable by the City in two parts: (A) deferred salary and (B) cash salary.

An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by Ohio Public Employees Retirement System (OPERS) and Ohio Police and Fire Pension Fund (OP&F) to be paid as an employee contribution by that employee, and shall be paid by the City to Ohio Public Employees Retirement System (OPERS) and Ohio Police and Fire Pension Fund (OP&F) on behalf of that employee as a "pick up" and in lieu of the Ohio Public Employees Retirement System (OPERS) and Ohio Police and Fire Pension Fund (OP&F) employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the "pick up" for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to Ohio Public Employees Retirement System (OPERS) and Ohio Police and Fire Pension Fund (OP&F) based upon an employee's total salary. The total combined expenditures of the City for such employees' total salaries payable under applicable City ordinances and the "pick up" provisions shall not be greater than the amounts it would have paid for those items had the "pick up" provision not been in effect. (0-83-98)

An employee who honorably retires from active duty may purchase their service handgun from the Athens City Police Department. The cost of the service weapon shall be One Dollar (\$1.00). If an employee is marked off duty for a stress related or psychological condition at the time of their retirement, they will not receive their service handgun unless, within ninety (90) days of the employee's retirement, the employee provides the Athens City Police Department and the City Human Resources Director with a statement from a psychiatrist or licensed psychologist that the employee is competent to receive their service handgun. If such a statement is provided within ninety (90) days of the employee's retirement, the employee shall be given the opportunity to purchase their service handgun. The word "retirement" as used in this section shall mean receiving a pension from the state pension system upon separation from the City.

6. INSURANCE:

A. LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT:

Full-time, three-quarter time employees, and elected officials shall receive term life insurance valued at \$25,000 and accidental death and dismemberment (AD&D) coverage valued at \$25,000. Excluded from this provision are permanent part-time, part-time and seasonal employees.

The life insurance and (AD&D) benefit begins the day the employee is hired and terminates on the employee's last day of employment.

B. MEDICAL INSURANCE & PRESCRIPTION PLAN:

Full-time and three-quarter time City positions covered by this ordinance shall receive medical insurance coverage according to the City's current medical insurance contract. Excluded from this provision are permanent part-time, part-time, temporary, and seasonal employees.

1. Employees hired, rehired, or appointed on or after January 1, 2004, shall be eligible to enroll in the group health and prescription drug benefit plans within two weeks from the date of hire, with coverage beginning on the first day of ~~the second~~ calendar month following date of hire/appointment. Coverage will terminate on the last day of the month in which employment/ appointment terminates. If an employee is rehired within 13 weeks of separation that employee is eligible for medical insurance immediately as if there is no break in service.

DEF

Should an employee die in the performance of their duties, the City shall continue coverage for covered dependents for a period of three months following date of death. When a husband and wife are both employed by the City and are eligible for health benefits, the employee with the earliest date of hire will be the insured employee.

The City will provide a prescription drug plan administered by the City's third party administrator. Specific details are outlined in the City's summary plan document.

2. Employees will select health benefits under the flexible benefits open enrollment plan during December of each year. Employees who do not enroll at the time of hire are subject to the qualifying event rule of the plan or may enroll under the annual open enrollment in December of each year.

Benefits, deductibles, and co-pays are stated in the summary plan document prepared by the City's third party administrator. The summary plan document will be provided to each employee.

Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.

Effective January 1, 2012, and every January 1st, thereafter, the fixed cost will be adjusted in order that employees will pay a monthly contribution equal to 35% of the fixed costs of the health benefit plan.

Employees who provide satisfactory evidence of family coverage for health care benefits to the Human Resources Director, other than coverage provided by the City of Athens, may waive family coverage by the City and receive a \$1,000.00 bonus pro-rated each pay period. The change from family coverage to single coverage does not qualify the employee for the bonus. Single employees may not waive coverage and are not eligible for the bonus. No employee shall receive this bonus while in an unpaid status. Employees hired or rehired on or after January 1, 2019 shall not be eligible to

receive the bonus until successful completion of the probation period. Employees who are not subject to a probation period shall not be eligible to receive this bonus until the beginning of the second calendar month following the date of hire. (2019)

3. If the city develops an alternative plan for delivering medical and prescription benefits that differs from this section, employees may voluntarily switch during open enrollment to the alternative plan. Such a switch shall be subject to the terms and conditions that the city determines at that time.

4. Under the provisions of Code Section 125, Flexible Benefits Plan, employees will be afforded the opportunity to enroll in the voluntary benefits available under that plan during open enrollment. New hires will be bound by the enrollment conditions of the plan.

5. The City maintains two deferred compensation plans under Code Section 457. All employees are bound by the enrollment provisions of those plans.

6. Domestic partner coverage: during the term of employment, employees shall be eligible to receive all medical and life insurance benefits for domestic partners as offered by the City of Athens.

7. EDUCATIONAL REQUIREMENTS:

As a job requirement, a related professional license shall be held by the following employees:

Fire Chief	Certifications equivalent to fire fighters labor agreement requirements
Fire Captain	Certifications equivalent to fire fighters labor agreement requirements
Plant Manager	Class III Operator License
Director of Public Works/ City Engineer	Professional Engineer
Utility Labor Supervisor	Class II Distribution or Class II Collection

Nothing in this section precludes the requirements prescribed for any position by the Ohio Revised Code.

8. PROFESSIONAL LICENSE AND EDUCATION INCENTIVE PAY:

All license and educational pay will be computed based on a bi-weekly pay period.

Employees shall receive the following additional allowances for attainment of State operator or distribution certification at the rate of the highest classification attained or other licensure as noted below.

Certification must be current to be awarded the following:

Class I, II, or III Operators or Distribution License (only for employees working in Water or Sewer Maintenance) or Utilities Inspector	\$40.00 per pay period
--	------------------------

Operators or Distribution License in both Water and Wastewater and working in Water or Sewer Maintenance or Utilities Inspector	\$60.00 per pay period
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Class II Operator	\$40.00 per pay period
Class III Operator	\$76.00 per pay period

Employees hired or re-hired on or after January 1, 2002, will not be eligible to receive professional license and/or education incentive pay.

COMMERCIAL DRIVER'S LICENSE:

As a condition of continued employment, employees who are required to drive vehicles which require a commercial driver's license (CDL), or who are otherwise required to have a CDL, shall obtain a commercial driver's license as required by state law prior to driving for the City of Athens or upon promotion/transfer to a position requiring such license. The City shall reimburse the employee for the cost of the commercial driver's license within thirty (30) days after obtaining the license, or within thirty (30) days of the adoption of this ordinance and the tendering to the Auditor proof of payment of the fee for the license. If an employee does not pass the CDL exam, they may re-take the exam but the city will not provide reimbursement. The employee shall also deposit with the Human Resources Director a copy of their currently valid commercial driver's license.

BACK-UP OPERATOR OF RECORD:

The employer may designate an employee to serve as the backup operator of record for the water treatment, water distribution, wastewater treatment plant, and wastewater collection system. Hourly employees who act as backup operator of record in situations where they are not normally required to back-up in accordance with their job description shall receive two dollars (\$2.00) per hour for all hours worked as the backup operator of record. Salaried employees who act as backup operator of record outside their normally-required duties under their job description shall receive sixteen dollars (\$16.00) per day for all days worked as the backup operator of record.

EDUCATION INCENTIVE POLICY

The Educational Incentive Program (EIP) rewards non-union employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors and professional skills to significantly enhance their value to their department and the city. Educational incentive pay is not an entitlement and may not be awarded retroactively. Employees are limited to receiving one (1) educational incentive for a college degree and two (2) educational incentives for professional certifications/licensures.

9. **PARKING:**

A. Employees working in the City Building and the Law Administration Building will be issued hang tags to cover parking on the 3RD floor or above in the City Parking Garage during normal work hours only.

10. **CLOTHING ALLOWANCE:**

A. The City may furnish personal protective equipment, where appropriate, items of clothing such as gloves, boots, hard hats and cold weather gear as deemed necessary by the Service-Safety Director, or the appointing official, to protect employees during on-the-job assignments. The city may supply up to 5 shirts with the city logo when appropriate.

B. Police and Fire personnel covered by this ordinance shall receive uniform and dry cleaning allowance, the same as granted in union agreements for firefighters and police officers.

C. Police and Fire Chiefs are allowed an additional \$100.00 annually.

D. In order to receive a clothing allowance, the employee must be in an active work status, cannot be on leave of any kind, and cannot plan to retire within three (3) months.

11. SICK LEAVE:

A. ACCUMULATING SICK LEAVE

1. Sick leave accumulation shall be granted at the rate of 4.6 hours per pay period for full-time employees and pro-rated for three- quarter time and permanent part-time employees, and such usage of sick leave accrued shall be governed by the City administration in accordance with provisions of Section 124.38, Ohio Revised Code.
2. For fire captains covered by this ordinance, sick leave shall be computed at the rate of 5.52 hours per each 96 hours of service, which does not include overtime.
3. An employee shall only be eligible for liquidated sick leave at the time of retirement at a pay of four-to-one (4:1) ratio of accumulation to pay basis. The maximum accumulation that may be converted is limited to nine hundred and sixty to two hundred forty (960:240) hours. A fire department employee shall be paid their 2496 hourly rate for sick leave upon retirement. An employee shall only be eligible for liquidated sick leave at the time of retirement, as noted in orc 124.39. Payment will be made the pay period following the employee's last pay.
4. Full-time exempt personnel temporarily working part-time shall accumulate sick leave time on a prorated (50%) basis during such temporary period.
5. City employees who are hired after January 1, 1989, can transfer to the City any sick leave accumulated from another previous employment. Any unused sick leave accumulated and left with the City of Athens from previous service with the City will be credited to employee's accumulation.

B. GRANTING OF SICK LEAVE

1. In case of an employee's own illness, injury or exposure to a contagious disease and for medical, psychological, dental, or optical examinations by an appropriate practitioner, or a member of the employee's immediate family when actually accompanied by the employee or when the employee's presence is required in the home.
2. Attendance upon members of the employee's immediate family whose illness or injury requires the care of the employee. Immediate family shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, domestic partner or any person that took the place of natural parents of the employee. Proof of relationship and illness or injury may be required by the Human Resources Director or appointing authority as a condition of granting such leave.
3. Any employee in an active work status and who does not utilize any sick leave for any 90-day consecutive calendar day period, shall be entitled to one paid absence day. Any use of sick leave, beyond the 240 hours provided for injury leave, does qualify as used sick leave in the calculation for a paid absence day off. Paid absence days off must be requested in the same manner as sick leave or vacation leave requests and are subject to

approval based upon the work load requirements of the employer. The 90 consecutive calendar day period begins the first day following the last incident of sick leave usage and ends 90 calendar days later. Paid absence days must be taken within one year of the date of earning, are to be deducted from the employee's sick leave accrual bank, and must be taken in 8-hour increments.

C. DONATION OF SICK LEAVE

An employee may donate up to a maximum of forty (40) hours of accumulated and unused sick leave each calendar year to other employees so long as the recipient's absence qualifies as an event under family medical leave and has exhausted all available sick leave, vacation leave, and compensatory time and the donating employee has a minimum bank of Two Hundred Forty (240) hours of accumulated and unused sick leave after donation. Fire personnel may donate up to a maximum of forty-eight (48) hours and must have a minimum bank of Two Hundred Eighty-Eight (288) hours of accumulated and unused sick leave after donation. Nothing in this section prohibits an employee from donating up to a maximum of forty (40) hours, forty-eight (48) hours for fire personnel, to multiple employees each year. Requests for donations will not be accepted before an employee has used all available paid leave. Once sick leave has been donated from one employee to another, whether the donation is used in its entirety or not, the donation is final.

D. SECTION 7. MODIFIED DUTY.

- A. The City of Athens' goal is to assist employees to return to work at the earliest date possible following an injury or illness. This Modified Duty Policy outlines under what conditions an employee would be eligible, as well as the benefits to both the employee and the city. All full-time employees are eligible under this policy.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resources (HR) department.

- B. Modified Duty is an assignment that is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skills and level of experience as determined by the employer, and which the employee can perform without violating any medical restriction imposed as a result of a temporary disability, sickness or injury, for which the employee is compensated at his or her normal rate of pay and benefits. Modified duty may not be available for certain positions based on the nature of the job and operational needs.

Modified duty assignments are not guaranteed. The number, availability, and duration of such assignments are limited by departmental needs as defined by the department head and Human Resources.

If restrictions as noted on the physician's release to return to work form or "Certification of Health Care Provider" form are determined to be permanent, the employee is not eligible for a modified duty assignment.

Modified duty assignments may not exceed beyond 240 hours per event. In the event an employee refuses modified duty (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform modified duty assignments, the city is under no obligation to provide employment.

C. Applying for and Performing Modified Duty Assignments

Upon receipt of a Certification of Health Care Provider form releasing an employee back to work, a modified duty assignment will be considered. Once an assignment is approved by the department head and Human Resources, the employee may be provided with a temporary position for modified duty. The employee will receive a modified job description along with goals and objectives for the modified role.

Together with the employee, the city will determine appropriate work hours based on the employee's ability to perform the temporary position. The city reserves the right to determine the availability and appropriateness of all modified duty work assignments.

- D. Managers will routinely monitor work performance to ensure the employee is meeting the expectations of the role and not exceeding the requirements set forth by the employee's healthcare provider. The employee will review their progress and ability to transition back to fulltime work duties after a maximum of 240 hours of modified duty. Should an employee require additional time to recover, a doctor's note is to be provided to HR detailing the return date to full duty status and the employee will be required to use vacation, sick, comp time under the employees current FMLA claim.

12. FAMILY AND MEDICAL LEAVE (FMLA):

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provisions of state and federal law.

Employees on medical leave, not including parental leave, that qualify for family medical leave under the guidelines of FMLA, must use any accrued sick leave, vacation time, and compensatory time to the extent available during and concurrent with FMLA leave. Employees are asked to refer to the Human Resources Director for further questions and information.

13. PARENTAL LEAVE:

Parental leave of up to a maximum of 240 hours will be granted to parents who are eligible full-time employees for a single event birth or adoption (single or multiple children), excluding adoption of a spouse's child(ren). Any employee granted leave under this section shall continue to be covered under the city's group health, life, and AD&D insurance. The parent shall be entitled to receive full salary for up to a maximum of 240 hours of parental leave. **Part-time employees shall be entitled to receive full salary for up to a maximum of a pro-rated amount based on their schedule. Three-quarter time employees will be pro-rated (75%). Permanent part-time employees will be pro-rated (50%). To receive the full leave, all parental leave hours must be used hours must be used within 10 weeks of the qualifying birth or adoption and at least 160 (120 for three-quarter time; 80 for permanent part-time)** hours must be taken consecutively. The remaining 80 hours may be taken on a part-time schedule with the approval of the employee's immediate supervisor. Employees who are on parental leave are not required to use any accrued sick leave, vacation time, or compensatory time prior to taking parental leave. FMLA leave will be taken concurrent with parental leave. Any paid holidays that occur during parental leave will not count against the allowed parental leave time.

For the purposes of this section, "parent" shall mean an employee who resides in the same household as the child and is a biological parent of the child; a domestic partner of the biological parent; an adoptive parent; or a domestic partner of an adoptive parent. To be eligible for parental leave under this section, employees must be eligible for FMLA. New employees that are not eligible for FMLA may be allowed to use parental leave. New employees are asked to refer to the Human Resources Director for further questions and information.

14. FUNERAL LEAVE:

Up to three (3) days of accumulated sick leave, vacation or compensatory time may be used to attend the funeral of a member of the employee's immediate family as defined in section 11(B)(2) above.

Proof of death and relationship of the deceased must be furnished upon the request of the Human Resources Director or appointing authority. Employees may use paid vacation time if more time is required to attend to the arrangements or travel with approval.

15. RETIREMENT AWARENESS LEAVE:

Employees who wish to attend retirement awareness seminars sponsored by the Ohio Public Employees Retirement System (OPERS) will be permitted leave time without loss or gain of pay.

Employees may request leave under this section to attend each of the following seminars, or their successor seminars, one time:

1. Providing long-term awareness now (plan)
Employee must have five (5) years of service credit.
2. Retirement awareness program (rap)
Employee must have five (5) years of service credit and be within five (5) years of retirement.
3. Retirement readiness
Employee must be within 12-18 months of retirement.
4. Remote interview schedule

Any fees associated with the seminar will be the responsibility of the employee. Employees will attend the seminars when offered in Athens. If travel to another location is necessary, appropriate travel time will be allowed within the normal workday. The employee will not be reimbursed for travel expenses.

This leave provision will be administered under guidelines established by the Human Resources Director.

16. MILITARY LEAVE:

Full-time non-union employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their duties without loss of pay or benefits for such time as they are in military service on field training or active duty for periods not to exceed 240 hours (or hours specified by the ORC for fire captains) during any one federal fiscal year. An employee who is called to active duty for a period in excess of 240 hours in any federal fiscal year is otherwise treated as being on unpaid leave.

Employees, who are called to active military service, will be granted the opportunity to continue their group medical, dental, and vision coverage in accordance with the current city policies. The employee, or their designee, is responsible for remitting monthly payments for the same amounts for the coverage as if the person were not on a leave of absence. An employee may elect not to continue coverage(s) while the employee is in active military service, however; the employee shall be required to submit a written notice to the human resources director stating the intent to cancel coverage.

Employees who are called to active military service are entitled to the continuation of life insurance coverage during their active military service. The life insurance coverage is subject to the same exclusions and limitations currently in effect by the carrier. The city will continue to pay the monthly premium for this coverage.

Employees who are called to active military status in excess of 240 hours will not accrue vacation or sick leave.

Employees that have unused military leave hours remaining in a given year will have those hours removed on September 30th. The annual hour allotment will be added to an employee's military leave balance on October 1st.

Employees on unpaid military leave maintain the right to use any vacation or similar leave with pay that they accrued prior to military service. Use of accrued leave time is at the employee's option. The city will not require an employee to use accrued leave time while on military leave.

An employee who serves in active military status may return to their job, or another position at a similar level of responsibility with the same pay rate, after completion of military service, in accordance with federal and state law.

17. JURY AND WITNESS DUTY:

JURY DUTY

An employee required to serve on a jury before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid their regular hourly rate, provided they notify their supervisor five (5) days prior to such jury service date. This benefit shall be administered as follows:

If excused from jury service on any day in reasonable time to report for at least three (3) hours' work before the end of the employee's shift, the employee shall be paid an amount equivalent to the number of unworked hours of their regular scheduled shift at the straight time rate and the employee shall report for work as soon as reasonably possible.

If not excused from jury service in time to perform at least three (3) hours' work during their regular shift hours, the employee shall receive an amount equivalent to eight (8) hours' pay at the straight time rate.

Jury fees are to be turned into the auditor's office.

When an employee receives notice that they have been selected to serve jury duty in federal court (in Columbus), they shall provide the Human Resources Director with a copy of the notice to serve, at which time the Human Resources Director, the employee's immediate supervisor, and the local union president or their designee shall meet to determine the effect of the employee's absence for the shift preceding or following the required time for jury duty.

WITNESS DUTY

Employees subpoenaed to appear as a witness before a court of another public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) may be granted a leave of absence with pay for a period not to exceed two (2) working days in any calendar year. Such employee shall be paid the regular hourly rate less any fee received, provided their supervisor is notified five (5) days prior to such appearance date. This benefit shall be administered in accordance with the administration set forth in section 1 of this article for jury duty. In order to receive payment from the city, the employee must furnish to management a certificate of service and a sworn statement of the compensation received, signed by the clerk of courts or other authorized official of the court.

18. ADDITIONAL TYPES OF LEAVES:

A. LEAVE WITHOUT PAY/NON-SERVICE CONNECTED DISABILITY

Please refer to the section regarding "Family and Medical Leave Act."

B. LEAVE WITHOUT PAY/SERVICE CONNECTED DISABILITY:

The City shall continue to pay its share of medical insurance for the full term of an approved leave of absence for a service connected disability. However, no leave hereunder shall exceed a total of twelve (12) months. The employee will be expected to continue paying their share of medical insurance premiums and make arrangements for existing voluntary and involuntary payroll deductions. City paid medical insurance benefits shall terminate in accordance with COBRA regulations after a determination has been made by the Bureau of Workers' Compensation that the employee is permanently totally disabled, or when the leave has ended. Family Medical Leave shall be used concurrently with leave without pay.

C. INJURY LEAVE:

Physical injury for purposes of this section shall be defined as an injury which occurs on or after the effective date of this section compensable under the Workers' Compensation Laws of the State of Ohio.

Any full-time employee, covered by this ordinance who is disabled as a result of a service connected physical injury shall be entitled to receive full salary during such period of disability up to a maximum of 240 hours. Fire department captains are eligible for injury leave up to a maximum 288 hours. Three-quarter time employees are eligible for injury leave up to a maximum of 180 hours. Permanent part time employees are eligible for injury leave up to a maximum of 120 hours. If the employee is still unable to return to work at the end of the paid injury leave they may request a leave without pay. However, no leave hereunder shall exceed a total of 12 months. Family Medical Leave shall be used concurrently with leave

without pay. Any full-time or three-quarter time employee granted a leave under this section shall continue to be covered under the City's group health, life, and AD&D insurance. However, as noted in Section 17B, employees are responsible for managing current payroll deductions while on leave without pay. In addition, an employee on unpaid injury leave will not accrue vacation or sick leave.

The following conditions will apply to injury leave:

1. The employee must submit a physician's statement to the Human Resources Director to qualify for injury leave. The statement shall include a diagnosis and an estimated return to work date. If the estimated return to work date extends beyond 6 weeks, or if the physician extends the return to work date during the leave, the employee may file a lost-time claim with the Bureau of Worker's Compensation (BWC).
2. An employee will not be required to substitute accrued sick, vacation, or compensatory time for any part of an injury leave. While an employee waits for the BWC claim to be approved, they may use sick leave. If an employee does not have any sick leave accrued, they may use vacation or compensatory time. Once the BWC claim is approved, any sick leave used while the claim was pending will be credited back to the employee's sick leave accrual. An employee may elect to use accrued leave after using the 240 hours of paid injury leave. Injury leave documentation must be completed to receive accrual credits.
3. An employee may request intermittent leave for medical appointments related to the injury or due to a reduced work schedule as a result of the injury. The intermittent leave will be deducted from the 240 hours of paid injury leave. If the employee has exhausted all injury leave hours' sick time may be substituted.
4. The City reserves the right to obtain a second and, if necessary, a third opinion at its expense, periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work. If it is necessary to obtain a third opinion, the City and the employee will mutually agree on the selection of the physician.
5. If an employee receives temporary total disability payments for any portion of the paid injury leave, the payment will be turned over to the City. Vacation and compensatory time are exempt from the reimbursement to the City.
6. Seniority shall continue to accrue for the full term of the injury leave.

19. CITY-COUNTY JOINTLY-FUNDED:

The following City positions also receive compensation from the County. This ordinance will govern only the City's share of the salaries required by law:

Judge of Municipal Court 60% City/ 40% County

Clerk of Municipal Court
Bailiff

60% City / 40% County
60% City / 40% County

As full-time employees, full benefits are accorded these positions by the City in accordance with ORC Title 19.

20. PART-TIME AND SEASONAL PERSONNEL:

A. Persons working as part-time and seasonal under this section, working less than forty (40) hours per week on an annualized basis, excluding those covered in the permanent part-time staffing ordinance, shall not be eligible for City of Athens fringe benefits, except parking privilege as per Section 10, unless approved by specific Council legislation.

B. Any deviation from the above for compensation to part-time employees shall be authorized only by specific Council legislation.

C. Part-time employees are those who work 29 or fewer hours per week. Part-time employees will be placed in a pay range beginning with the state/federal minimum wage. In order to cover leaves of full-time employees, part-time employees may be scheduled more than 29 hours per week for a limited period of time, subject to review by the Human Resources Director, but may not exceed 1508 hours in any calendar year.

D. The City of Athens follows a standard work schedule. Employees, and employers, should not modify a work schedule in lieu of using accrued time or paying overtime.

E. Interns are part-time employees, who are typically college students. They generally will work about 20 hours per week, except during the summer months, winter break and spring break. During those breaks they may work up to 40 hours per week. Total hours worked per year shall not exceed 1,020. Reference the staffing ordinance for interns pay range. (2019)

F. Seasonal employees may work **up to** 40 hours per week for a maximum of **180** calendar days in any one year.

~~G. Seasonal employees in the Recreation Department, other than seasonal maintenance and seasonal day camp are not included in the above definitions.~~

21. PAID HOLIDAYS:

A. Designated holidays are:

- | | | |
|-----|------------------------|--------------------------------------|
| 1) | New Year's Day | January 1 st |
| 2) | Martin Luther King Day | 3 rd Monday in January |
| 3) | President's Day | 3 rd Monday in February |
| 4) | Memorial Day | Last Monday in May |
| 5) | Juneteenth | June 19 th |
| 6) | Independence Day | July 4 th |
| 7) | Labor Day | 1 st Monday in September |
| 8) | Columbus Day | 2 nd Monday in October |
| 9) | Veterans Day | November 11 th |
| 10) | Thanksgiving Day | 4 th Thursday in November |
| 11) | Christmas Day | December 25 th |
| 12) | Employees Birthday* | *Must be used between pays 1 and 26 |

B. The days shall be celebrated as set forth above, unless otherwise designated by contract or other appropriate governmental official or body. Two of the above holidays, President's Day and Columbus Day, may be floated by the Mayor. In all cases where a holiday may be in question, the Mayor will designate the official holiday. Employees receive their birthday holiday upon completion of their probationary period.

C. Full-time employees, three-quarter time employees, and permanent part-time employees, exclusive of police and fire personnel covered by this ordinance, shall be paid straight time rates, exclusive of any premium pay, for the holidays declared above, excluding the employee's birthday, and shall not be required to work on such holidays unless, in the opinion of the employee's supervisor, failure to work on such holidays would impair the public service. Permanent part-time employees shall receive holiday pay regardless of the employee's work shift and work schedule. All eligible employees will be required to pass probation in order to receive their birthday holiday.

D. Personal Days. Personal days provide employees with authorized paid absences from work for the purpose of attending to personal business and emergency situations. All regular, full time staff are eligible for Personal Day absences after completing their probationary period. Eligible employees are granted two personal days (16 hours) as of pay 1 of each year. Personal Days must be used between pay 1 and pay 26. Personal Days do not carry forward or accumulate from one calendar year to the next.

E. Non-supervisory employees, exclusive of police and fire personnel covered by this ordinance, required to work on a holiday, excluding the employee's birthday, shall be compensated at the rate of one and one-half (1 1/2) times regular pay in addition to holiday pay.

F. Employees in the police and fire departments, except for Chiefs, who work on any of the above-named holidays, or who have completed their normal tours of duty for the week in which one of said holidays falls, excluding the employee's birthday, shall receive an additional amount of pay for such week equaling one-fifth (1/5th) of the weekly pay of the classification pay grade and step in which they are presently serving, as follows: Payable no later than the 15th day of December for all holidays in the twelve (12) month period from January 1 to December 31 of the current year.

22. PROMOTION, LATERAL TRANSFER, AND DEMOTION OF NEW HIRES AND CURRENT EMPLOYEES:

(A) Employees who transfer from a bargaining unit to a non-bargaining unit classification or from one non-bargaining unit to another non-bargaining unit classification will be slotted in accordance with the following provisions. Upon promotion, lateral transfer, or demotion, the date of placement in the new classification becomes the employee's new classification date.

1. **Promotion**: Is defined as the movement of an employee to a new classification in a higher pay grade. A full-time, three-quarter time, or permanent part-time employee's new pay rate shall be the greater of: (1) the minimum of the new pay grade; or (2) 5% higher than the rate from which the employee was promoted. At the request of the appointing authority, an employee's new rate of pay may be set at a rate not to exceed the midpoint of the new pay grade; or up to 10% higher than the rate from which the employee was promoted; however, approval by City Council is required. Notwithstanding, no employee shall be assigned to a rate higher than the maximum rate of the employee's newly assigned pay grade.

2. **Demotion**: For an "Involuntary Demotion" the employee will be assigned to the pay grade for the classification to which the employee was demoted at a rate determined by the appointing authority which is at least 5% lower than the demoted employee's current rate, but not below the minimum nor in excess of the maximum for the employee's new pay grade. Such demotions may be subject to appeal to the Municipal Civil Service Commission. When an employee is "voluntarily" requesting a demotion which shall include a reduction in pay, the employee will be assigned to the pay grade designated for the classification to which the employee is demoting. The employee's reduced pay rate shall be determined by the appointing authority and in no event will an employee be assigned to a rate which is below the minimum or higher than the maximum specified for the grade to which the employee is voluntarily reduced. A voluntary demotion may not be appealed to the Municipal Civil Service Commission.

3. **Lateral Transfer**: A lateral transfer occurs when an employee is assigned to a different classification but is assigned to the same pay grade. Additionally, a lateral movement can occur when an employee remains in the same classification but is

moved to another department in the City. An employee's rate of pay will not be affected by such change.

To promote internal career progression and development, all classified job openings shall be posted internally in all departments for a minimum of five (5) business days. In addition, to address critical hiring needs and to reduce the time to fill vacancies, all classified job openings will be simultaneously advertised externally. Such postings shall contain the minimum qualifications, the job description, position classification, FLSA status, probationary requirements, minimum hourly rate and pay range assigned to the position, and the required applicable application materials. Interested full-time, three quarter time, and permanent part-time employees who have passed probation, worked for the city for one year, and are in good standing with the city may apply for the opening by notifying the human resources director, in writing, along with providing the requested application materials, during the five day posting period.

Appointed or non-classified job openings shall not be posted internally. Those positions are to be filled as a direct appointment by the mayor, service-safety director, or other appropriate elected official.

(B) PROBATIONARY PERIOD

All current employees and newly hired employees who move to a new classification will serve a probationary period of one hundred eighty (180) calendar days. Probationary employees will be evaluated every thirty (30) days under guidelines established by the Human Resources Director.

23. COMPENSATION:

In accordance with Ohio Revised Code Section 731.08, Power of Legislative Authority as to salaries and bonds, Athens City Council shall establish by ordinance, salaries and compensation, in pay grades 1 through 12, some of which may not be utilized, for all non-bargaining unit employees, except as provided below in (B & C) that may be authorized at the discretion of the elected official, or appointing authority. Each classification has been assigned to a recommended pay grade based upon the results of an external wage survey, internal equity analysis, current practice, and the City's pay philosophy. Each pay grade identifies a minimum rate, a midpoint, and a maximum rate.

Retroactive compensation shall only be granted by City Council ordinance. Changes in pay due to number of hours worked, approved overtime, or administrative/payroll oversight, or changes in rate of pay due to promotions, and demotions, as defined in the fringe benefits package, shall not be considered retroactive compensation.

A. All non-bargaining unit employees, with the exception of the Service-Safety Director, are hired into pay grades 1 through 12, as reviewed and approved separately by City Council.

B. New full time, three-quarter time, and permanent part-time employees may be hired by elected officials or appointing authority at a rate of pay up to 25% through the assigned pay grade for new employees who possess outstanding qualifications, education, and experience. In circumstances where an appointing authority wishes to hire an employee at a rate higher than 25% through the assigned pay grade, direct approval by City Council is required. Employees may receive pay increases at the first of each year as established by Council ordinance. Employees in a probationary status shall not be eligible for any general or lump sum increases awarded by City Council.

C. Police and Fire Captains' hourly rates of pay will always be, at a minimum, 5% above the Lieutenants who report to them effective with the date of increase for the Lieutenants.

D. An employee will advance through the pay grade by way of periodic general increases; all general increases are subject to City Council approval. Employees who are at rates of pay that exceed the maximum rate for their pay grade shall receive no base rate increase until such time as the pay grade is shifted as a result of a plan update. If the effect of a general increase would be to exceed the maximum rate for the employee's pay grade, then the general increase shall be limited in such a manner so as not to exceed the maximum hourly rate, and the employee shall be eligible for a lump sum amount as outlined below.

Exceeding Maximum Pay Rates (use of lump sum payments)

An employee who is at a rate of pay that is equal to or in excess of the maximum rate for their pay grade may receive a lump sum amount equal to the general increase, as approved by City Council, that is not intended to increase their base rate of pay.

Employees who, with a general increase, would exceed the maximum rate of their pay grade, may receive both:

1. An increase up to the maximum rate of their pay grade; and
2. A one-time lump sum amount equal to the general increase amount on an annualized basis less the actual increase to the base rate, as approved by City Council.

A review of market conditions shall occur every 3-5 years through the analysis of bureau of labor statistics data and/or a survey of comparable jurisdictions. In addition, not less than every 3-5 years, the City shall review the entire compensation plan including, but not limited to class descriptions, pay grades, point factoring, and the percentage and form of all wage increases.

E. Shift Differential: Non-union classified employees will receive an extra \$0.40 per hour for regular hours worked (those hours only) when their assigned shift falls outside of the time of 7am – 5pm (Monday- Friday). (2019)

24. EMPLOYEE ASSISTANCE PROGRAM:

The City will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these is governed by the terms and conditions of the City's group health benefit plan. The City will not be responsible for charges incurred by employees who are not covered under the City's benefit plan.

25. NON-DISCRIMINATION:

There shall be no discrimination against or harassment of any employee on account of race, color, creed, religion, sex, political affiliation, age, veteran status, gender identity, familial status, sexual orientation, or disability.

26. VOLUNTARY FITNESS INCENTIVE PROGRAM:

Full-time, three-quarter time, and permanent part-time employees shall receive a free recreation pass to the Athens Community Center.

Membership for family members will be charged at the appropriate rate. All employees have the option of paying membership fees through payroll deduction.

27. TUITION REIMBURSEMENT:

Effective January 1, 2008, full-time employees may apply for tuition reimbursement in accordance with the city's tuition reimbursement policy 0-15-08. The policy applies to educational programs that result in a degree or certification that is not otherwise required for the job. The subjects must be directly related to the City's operations and lead to the improvement of the employee's job performance and professional development. The Mayor or appropriate elected official will have the final approval authority for tuition reimbursement.

28. PAY CHECKS:

A. Effective with new hires, employee checks are direct deposited only into Account designated by the employee. Check stubs are accessible online at the e-mail address provided by the employee.

B. The Auditor's office can deposit any portion you choose into separate checking or savings account an employee designates.

C. Effective August 1, 2013, the Auditor's office will transmit compensatory time, holiday and longevity payments through direct deposit.

29. STATE OF EMERGENCY:

If a state of emergency is declared by the Mayor of the City of Athens or the Athens County Sheriff, and "non-essential personnel" are directed by city administration not to report to work, they shall be paid their regular rate of pay for all regular work hours missed.

Payment for designated "essential personnel" who are directed to report to work in such circumstances shall earn on a premium basis two (2) times their hourly rate for all hours worked during their regular shift during the term of the declared emergency by the Mayor or Athens County Sheriff. Payment for all hours, other than regular shift schedule, shall be in accordance with the provisions of this ordinance.

0-133-23

Introduced by Sam Crowl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT WITH THE EMPLOYEE BENEFIT SERVICE CENTER TO SERVE AS THE CITY'S THIRD PARTY HEALTH INSURANCE ADMINISTRATOR (TPA); AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The Service-Safety Director is hereby authorized to enter into contract with the Employee Benefit Service Center to serve as third party administrator (TPA) of the City's health insurance program for the period from January 1, 2024 to December 31, 2024, to include Exhibit A, Plan Listing, Administrative Services Fee Schedule and Amendment to the Plan Document, attached hereto and incorporated herein by reference. Said contract shall contain, at a minimum, the following controls:

1. Documentation (at a level to be determined by the City Auditor) related to the payments to be made by the TPA, shall be submitted to the City and reviewed and approved by the City Auditor, prior to the authorization of payments.
2. A check register shall be submitted to the City Auditor, along with the documentation.
3. The TPA shall not issue checks before receiving an authorization notice from the City Auditor.
4. The contract shall contain a clause that provides for the City or its auditors to have access to City-related records of the TPA at the City's request.
5. The contract shall contain language that protects the City in the event of default, embezzlement, errors by omissions and other actions of the TPA.
6. The contract shall contain language that provides notifications and transitional procedures in the event of an acquisition, merger, or sale of account.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, safety and welfare of the residents of the City of Athens in order to meet the contract period, and shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

EXHIBIT A

PLAN LISTING

In accordance with the terms of the Agreement, of which this Exhibit A is made a part thereof, EBSC shall perform the management services and functions set forth in the Plan Administrator's Administrative Services Agreement, including the Exhibits attached thereto, solely on behalf of the following employee welfare benefit plans, referred to collectively in this Agreement as "Plan":

ADMINISTRATIVE SERVICES FEE SCHEDULE

Effective 1/1/2024, and remaining effective until modified or amended by mutual agreement of the parties* (unless otherwise specifically indicated herein), The City of Athens, as Plan Administrator of the Plan(s) listed above, hereby agrees to the following management and service fees.

The Employee Benefit Service Center (EBSC)

Claims and benefit management and processing services as described more fully in the Agreement.

Annual Renewal Fee	\$ 0
For medical claims management services <i>*Note: the minimum monthly administration fee is \$600.00. The invoice will be adjusted in any month where the total falls below \$600.00.</i>	\$ 23.50
For dental claims management services	\$ N/A
For vision claims management services	\$ N/A
For short term disability claims management services	\$ N/A
Set-up fee for COBRA services (as described in the "COBRA" Exhibit)	\$ N/A
For COBRA management services (as described in the "COBRA" Exhibit) and for HIPAA Certificate of Creditable Coverage services COBRA management service fees include COBRA administration for the fully-insured Dental and Vision plans.	\$ No Charge A 2% administrative fee is added to current plan year rates to be billed to COBRA participants. This fee is not billed to the Plan Administrator. EBSC retains the 2% administration fee for the processing of COBRA premium.
Set-up fee for Section 125 plan services (as described in the "SECTION 125" Exhibit)	\$ N/A
Annual renewal fee for Section 125 plan services (as described in the "SECTION 125" Exhibit)	\$ N/A

For services related to management of the Plan Administrator's IRS Section 125 plan as listed in the "SECTION 125" Exhibit	\$ N/A
For services related to administration of the Plan Administrator's Debit Card (as described in the Administrative Services Agreement)	\$ N/A
Set-up fee for HRA services (as described in the "HRA" Exhibit)	\$ N/A
Annual renewal fee for HRA services (as described in the "HRA" Exhibit)	\$ N/A
For services related to management of the Plan Administrator's HRA as listed in the "HRA" Exhibit	\$ N/A
For Medicare D Disclosure Notice and CMS Notice services	\$ N/A
For Special Reporting/Services	\$ Fee quoted upon report/service request
For 1095 services	\$ N/A
For Set-Up / coordination with Employer vendors (payroll, data analysis, etc.)	\$1,000 per vendor for set-up, \$ PEPM for ongoing reporting quoted at time of set-up.
For Plan document re-write	\$1,200.00 per Plan document.
For Plan amendments	\$250 per amendment
For W-2 reporting	\$ Per Invoice, selected service based
For PCORI count reporting	\$ No charge
Subrogation services	20% of amounts recovered.

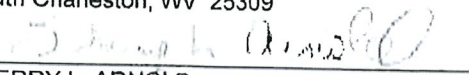
PLAN ADMINISTRATOR

The City of Athens

By: 
Authorized Representative of Plan Administrator

Andrew B. Stone
Printed Name

THE EMPLOYEE BENEFIT SERVICE CENTER
4430 Kanawha Turnpike
South Charleston, WV 25309

By: 
SHERRY L. ARNOLD
Chief Executive Officer

0-134-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING A STOP-LOSS/GROUP EXCESS LOSS MEDICAL INSURANCE CONTRACT; AND DECLARING AN EMERGENCY.

WHEREAS, the current contract expires on December 31, 2023;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Effective January 1, 2024, the Service-Safety Director is hereby authorized to enter into a one-year contract ending December 31, 2024 with Sirius America to cover the City's stop-loss/excess loss medical insurance. A copy of the Application and Policy Schedule for group excess loss medical insurance is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, safety and welfare of the residents of the City of Athens in order to ensure continued delivery of services, and that it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

SIRIUSPOINT AMERICA INSURANCE COMPANY
One World Trade Center
285 Fulton Street, 47th Floor
New York, New York 10007

APPLICATION AND POLICY SCHEDULE FOR GROUP EXCESS LOSS INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

City of Athens

b. Address and TIN

8 East Washington St

Athens, OH 45701

31-6400218

Tax Identification Number

c. Name and Title of Contact Person Any Stone, Service Safety Director

d. Proposed Policyholder is Single Employer

Please describe type of entity or type of business that will own policy

e. Requested Effective Date January 1, 2024

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) SiriusPoint has received the initial premium on or before that date. The Policy Term will end one year after its Effective Date unless otherwise requested and agreed to by Us.

f. Eligible Persons Under Your Plan to be Covered Under This Policy

Please check all that apply

☐

Retired Employees

☒

Former Employees Continuing Coverage under COBRA
or other continuation provisions of the Plan

☒

Disabled Employees

☒

Employees not Actively at Work on their Effective Dates

☐

Other – please describe

g. Minimum enrollment ☐ Covered Units, or ☒ % Initial Enrollment 85%

Part II Plan of Insurance and Premium Calculation

Please check all coverages and options for which You are applying

a. ☒ Specific Excess Loss Coverage

i. Include coverage for:

☒

Medical Plan

☒

Prescription Drug Plan

ii. Specific Deductible Amount Per Covered Person \$ 110,000

iii. Aggregating Specific Deductible \$ N/A

Fixed dollar amount or, if greater, amount x number of Covered Persons

iv. Specific Lifetime Maximum Unlimited Per Covered Person \$ Unlimited

v. Specific Benefit Period maximum reimbursement per Covered Person \$ Unlimited

vi. Specific Reimbursement Percentage % 100%

vii. Contract Basis -- Benefit Period includes reimbursement for Covered Expenses

Incurred from 01/01/2023 through 12/31/2024
enter date *enter date*

and Paid from 01/01/2024 through 12/31/2024
enter date *enter date*

viii. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

\$ N/A per Covered Person; \$ N/A in total.

ix. Monthly Premium Rates

Per Covered Unit	Premium Rate	Number Covered
Employee Only	\$ <u>106.53</u>	<u>37</u>
Employee and Spouse	\$ <u>203.92</u>	<u>51</u>
Employee and Dependent Children Only	\$ <u>181.44</u>	<u>14</u>
Employee, Spouse and Dependent Children	\$ <u>302.09</u>	<u>70</u>
Other—Please describe	\$ _____	_____

b. ☒ Aggregate Excess Loss Coverage

i. Include coverage for: ☒ Medical Plan ☒ Prescription Drug Plan
☐ Dental Plan ☐ Vision Plan

ii. Individual Claim Limit \$ 110,000

iii. Maximum Aggregate Reimbursement \$ 1,000,000

iv. Aggregate Reimbursement Percentage 100%

v. Contract Basis--Benefit Period includes reimbursements for Covered Expenses

incurred from 01/01/2023 through 12/31/2024
enter date *enter date*

and paid from 01/01/2024 through 12/31/2024
enter date *enter date*

vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

☐ \$ N/A per Covered Person; ☐ \$ N/A in total.

vii. Monthly Aggregate Factors and Premium Rates

Covered Unit	Factor	No. Covered	Premium Rate
Employee Only	\$ <u>1,148.76</u>	<u>37</u>	\$ <u>14.05</u>
Employee and Spouse	\$ <u>2,288.33</u>	<u>51</u>	\$ <u>14.05</u>
Employee and Dependent Children Only	\$ <u>2,025.27</u>	<u>14</u>	\$ <u>14.05</u>
Employee, Spouse and Dependent Children	\$ <u>3,437.10</u>	<u>70</u>	\$ <u>14.05</u>
Other—please describe	\$ _____	_____	\$ _____

viii. Minimum Aggregate Attachment Point \$ 5,137,916.76 *Estimated

Additional Options

- i. Terminal Liability Option included ☐ excluded ☒
- ii. Aggregate Accommodation Option ☐ included ☒ excluded \$ _____ PEPM Cost
Advance Threshold \$ N/A
- iii. Specific Advance Reimbursement Option ☒ included ☐ excluded
Minimum Advance Reimbursement \$ 0

- c. **Special Limitations** Please list (a) any special Specific Deductibles or other limitations applicable to individuals for whom information was included on the Disclosure Statement, identifying the deductible amount, limitation and name of individual to which it applies, and (b) any Special Limitations and conditions applicable to the Policy applied for.

SEE ADDENDUM ATTACHED

When Terminal Liability Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:

Terminal Liability Option Fee: \$ N/A

	Terminal Coverage Premium Rate	Terminal Coverage Aggregate Rate	Terminal Coverage Aggregate Factor
Employee Only	\$ _____	\$ _____	\$ _____
Employee and Spouse	\$ _____	\$ _____	\$ _____
Employee and Dependent Children Only	\$ _____	\$ _____	\$ _____
Employee, Spouse and Dependent Children	\$ _____	\$ _____	\$ _____
Minimum Terminal Liability Coverage Aggregate Retention	\$ _____		

Part III Administrative Information

- a. **Your Third Party Administrator (TPA) is** The Employee Benefit Service Center
Please provide name and address
4430 Kanawha Turnpike, South Charleston, WV 25309
- b. **Your Preferred Provider Organization(s) (PPO)** Medical Mutual of Ohio
Please provide names and addresses
Appro-RX (PBM)

- c. **Your Utilization Review Agent(s)** Quality Care Partners
Please provide names and addresses
-
- d. **Your Agent of Record is** Blake Hodgson
- e. **Your Initial Premium Deposit \$** First Month Premium
Amount submitted with this application

Part IV Acknowledgements and Signatures

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- i. **Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
 - ii. **Dependents** – definition, including all age requirements, eligibility and effective date provisions;
 - iii. **Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
 - iv. **Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and
 - v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; [any charges resulting from occupational accidents or illnesses;] or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its {employees, members, students} and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of SiriusPoint will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of SiriusPoint, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance, including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.
- c. **Fraud Warning** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Dated at _____ on the _____ day of _____ 20 _____

Signed for the Proposed Policyholder

Title

Signed by Licensed Agent

Blake Hodgson

Please Print Agent Name

OH 708121

Agent License Number and Issuing State

Addendum to Application and Policy Schedule for City of Athens

NON STANDARD PRODUCT OPTION L:

Terms reserve the right to place a higher specific deductible on any participant based on a review of the renewal report information.

MINIMUM AGGREGATE ATTACHMENT POINT

*Minimum Aggregate Attachment Point will be based on the first month inception enrollment counts and may not match the Minimum Aggregate Deductible listed in the application.

LASERED INDIVIDUAL

Terms assume higher deductible as listed below. It also assumes that only the group specific deductible will apply toward the aggregate contract.

Tonya Baker has a \$310,000 Specific Deductible

0-135-23

Introduced by the Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 04-23; REALLOCATING REVENUES FROM THE CITY INCOME TAX; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: **Effective January 1, 2024**, Section I of Ordinance 04-23 is hereby amended to read as follows:

Section I: That revenues from the city income tax, after deduction of 5.13% for the Street Rehabilitation Fund, 572, and 5.13% for the Arts, Parks & Recreation Debt Fund, 450, and 2.56% for payment of expenses associated with the Recreation/Community Facility Fund, 271, and 5.13% for the fire Station Debt Fund, 430, as required under tax levies, shall be allocated directly to funds as follows:

- (A) (72.5%) to General Fund, 101
- (B) (~~17.5%~~) (**16.5%**) to Street Fund, 220
- (C) (~~6%~~) (**8%**) to Recreation Fund, 270
- (D) (~~3%~~) (**2%**) to Capital Improvements Fund, 580
- (E) (1%) to Transportation Assistance Fund, 214

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, safety and welfare of the residents of the City of Athens in order to maintain fiscal integrity, and that it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-136-23

Introduced by Sarah Grace, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR AGREEMENT WITH SUNDAY CREEK HORIZONS, A CONSULTING FIRM.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The Mayor is hereby authorized to enter into a one-year agreement with Sunday Creek Horizons (SCH), a consulting firm, that will include managing the Single Family Housing Tax Credit application, supporting the Stimson Avenue redevelopment, and working with the Ohio EPA to reduce the City's liability for infrastructure projects, as well as their current work supporting the At Work In Appalachia (AWIA) collaborative, ensuring successful completion of the BlueDot project, and providing general advocacy for regional and state leadership opportunities for the City, a copy of said agreement and Scope of Services are attached hereto and incorporated herein by reference.

SECTION II: The Mayor is further authorized to expend up to One Hundred Twenty Thousand Dollars (\$120,000.00) from 2024 General Fund, Other Administrative, 101.120, T.C. 300, for said services.

SECTION III: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



**Lobbying and Advocacy Contract:
Sunday Creek Horizons and Client**

This Consulting Agreement (“**Agreement**”) is entered into on _____, _____ (“**Month Day, Year**”), by Sunday Creek Horizons and between the City of Athens, its successors and assigners, located at 8 E Washington St, Athens, OH 54701 and **Sunday Creek Horizons, LLC** (the “**Consultant**”), whose primary address is 5 Depot Street, Athens OH 45701. Client and Consultant are hereinafter referred to each as a “**Party**” and collectively as the “**Parties**”.

WHEREAS Client desires to enter into the within agreement with Consultant to draw on the Consultant’s expertise to advance the interests and mission of the Client.

WHEREAS Client and Consultant desire to establish a contractual relationship whereby Consultant will partner with Client to advance the needs and interests of Client, subject to the terms and conditions contained herein (“**Consulting Services**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services; Performance Standards.

- a. **Statement of Services.** Consultant will undertake the Services as set forth in the Statement of Services, labeled Exhibit 1, and incorporated herein by reference.
- b. **Standard of Services.** Consultant will furnish professional services in accordance with commercial standards necessary for the satisfactory performance of the Services under this Agreement. Client shall engage Consultant as an independent contractor to provide the Consulting Services under the terms set-forth herein. The parties may extend the scope and extent of work called for herein, by mutual written agreement. Contractor shall provide the Consulting Services in accordance with generally established professional standards and practices and in accordance with all applicable laws, regulations, codes, and ordinances.

2. Term; Termination. This Agreement shall commence on the Effective Date and continue for twelve months. Each Party shall maintain the unilateral right to terminate this Agreement for any reason upon furnishing the other with thirty (30) days written notice.

3. Performance and Compensation.

- a. **Monthly Retainer.** Consultant will earn compensation (the “**Monthly Retainer**”) from Client in the amount of **\$10,000** per month, for Consulting Services, to be paid on a monthly basis.
- b. **Payment Terms.** The Monthly Retainer shall be due and payable to Consultant by Client within 30 business days following the receipt of invoice from Consultant.

4. Expenses. Unless otherwise agreed to in advance, and in writing, the Consultant shall be responsible for all reasonable expenses incurred in providing the Consulting Services hereunder including, but not limited to, travel, transportation, parking, tolls, supplies, photocopying, printing, courier service, telephone service, postage and meals. Client shall not be responsible for reimbursement of costs undertaken by the Consultant in connection with the performance of the scope of work herein.

5. **Insurance.** Throughout the duration of this Agreement, Consultant shall maintain: (i) comprehensive general liability insurance (or equivalent professional liability insurance) covering bodily injury and property damage that may arise from or in connection with the Services, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers' compensation coverage as required by Ohio law; and (iii) commercial automobile liability coverage in an amount not less than \$1,000,000. Upon request, Consultant shall provide Client with a certificate of insurance or equivalent evidence of such coverages.
6. **Confidentiality.** Consultant shall keep all printed, digital, and verbal communications with Client confidential, and Consultant will not disclose any information identified by Client as proprietary, unless expressly authorized to do so by Client.
7. **Compliance with Applicable Law.** Consultant and Client shall comply with all applicable federal and state laws and regulations. Furthermore, Contractor and Client shall timely file all applicable disclosures and reports required.
8. **Non-Legal Services.** The Consultant and Client expressly agree that the Consulting Services provided by Consultant pursuant to the within agreement, or in connection with any other matter between the Parties, do not under any circumstances constitute the provision of legal services. Client acknowledges that it has been advised by Consultant that the Consulting Services rendered to Client pursuant to the Parties' agreement(s) do not constitute the practice of law, or the provision of legal services.
9. **Avoidance of a Conflict of Interest.** The parties acknowledge that the Consultant has been, and will continue to be engaged by other Ohio local government political subdivisions; and that these engagements entail the provision of Services of a similar nature to those set forth in Exhibit 1. Client acknowledges that Consultant does not make final determinations on the award of state or federal grant monies, and that these decisions are made independently by state and/or federal government officials. As such, efforts by Consultant on behalf of Client to secure federal or state funding shall not, on their face, be considered conflicting with similar efforts made on behalf of other local governments. Consultant shall, however, take reasonable and necessary steps to insure that its actions on behalf of such other local governments shall not directly conflict with or compromise the interests of Client. During the term of the within engagement, Consultant shall disclose any discovered direct conflicts that may arise between Consultant's work on behalf of Client and that performed on behalf of any other similarly situated local governments.
10. **Legal Construction.** If one or more provisions hereof are held invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
11. **Governing Law and Mediation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the choice of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement or a breach there shall be settled by mediation and a resolution of the dispute shall be sought in good faith by both parties.
12. **Amendment and Waiver.** This Agreement may be amended only with the written consent of the Parties. The failure of either Party at any time to require performance by the other hereunder shall not affect the right of such Party to thereafter enforce such provision, and such failure shall not be deemed to be a waiver thereof.
13. **Notices.** Any notices to be given hereunder by a Party to the other may be affected either by personal delivery in writing, by guaranteed overnight delivery or by electronic mail. Mailed notices shall be addressed to the Parties at the addresses appearing at the end of this Agreement, but each Party may change



the address upon written notice in accordance with this Section. Notices delivered personally, by mail, by electronic mail or by overnight delivery will be deemed communicated as of the date of actual receipt.

14. **Entire Agreement.** This Agreement constitutes the entire understanding between Contractor and Client with regard to the subject matter of this Agreement and supersedes and terminates all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement and any consultant agreement, referral, or consulting relationship, including any prior consultant agreements entered into by and between Contractor and Client.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the effective date.

Date: _____

By:
Title:
Address:

Date: _____

By: Zack Space
Title: President, Sunday Creek Horizons
Address: 5 Depot St. Athens, OH 45701



EXHIBIT 1
Scope of Services

Sunday Creek Horizons (SCH) and the Client have agreed to the following scope of services:

1. Grant Funding Identification & Project Management

SCH will identify funding opportunities for projects deemed important by the City administration. SCH will use its knowledge of the grantmaking process and its network within state and federal agencies to identify grant opportunities to the City of Athens for their projects. Once identified, SCH will collaborate with the City of Athens to craft the grant applications. Sunday Creek Horizons has already assisted in the securing of approximately \$2,400,000 from the Appalachian Community Grant Program, \$600,000 from the Ohio Capital Bill, and \$975,000 from the JobsOhio Vibrant Communities grant program. These project management and coordination efforts will continue under the scope of this proposal.

2. Economic Development and Planning Activities

Develop and coordinate economic and planning strategies for the City of Athens on an as needed basis for the City's administration. SCH will work closely with the City leadership to provide additional planning or economic development services to administration and offer assistance to the City's Planning and Service Directors, when needed. Our primary scope under this item will be to support the City in managing the redevelopment of the Stimson Avenue corridor. SCH will engage with stakeholders and developers that are interested in pursuing development within this corridor and will also identify infrastructure needs and subsequent funding to complete the necessary pre-development work, including and primarily with regards to the Ice Rink facility sought by the City of Athens and Ohio University.

3. Single Family Tax Credit

SCH will focus on the goal of promoting affordable homeownership in the City of Athens. This scope of services will include the development and coordination of economic planning strategies in collaboration with the City of Athens. This will include the Single Family Tax Credit Program through the Ohio Housing Finance Agency. Through this program, SCH will work with housing developers and current housing projects like the Woods Edge Apartment Development to identify the locations and scope of construction of single-family homes in the city. SCH will also work alongside the development team to submit an application for tax credits to help finance the construction of the homes.

4. Water and Sewer Infrastructure

SCH will work with the City of Athens to identify priority water infrastructure projects and timelines for completion. Then action will be taken to put a plan together to gain state and federal investment to subsidize the cost of construction for the City of Athens. This will include outreach to agencies such as the Ohio EPA, the Ohio Water Development Authority, and the Ohio Department of Development, as well as federal outreach to the US EPA, and USDA Rural Development, and the City of Athens's state and federal elected representatives.

5. Legislative Advocacy



SCH will continue to advocate for the City of Athens and the aforementioned projects or other future projects through the State of Ohio and federal agency outreach. SCH will directly engage and facilitate conversations with state and federal elected officials and their staff to discuss the City's priorities and ensure the City and its interests are represented to its elected officials. Through already established relationships, SCH will engage with state and federal agency leaders in discussions focused on bringing grant dollars and project support into the City, for projects identified by the City's administration.

0-137-23

Introduced by the Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE ADOPTION OF AN AGREEMENT WITH THE ATHENS CITY FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., AND THE CITY OF ATHENS PATROL OFFICERS AND LIEUTENANTS, CONCERNING WAGES AND WORKING CONDITIONS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Council does hereby authorize the Mayor's execution of an employment agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Athens Patrol Officers and Lieutenants, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: The effective date of said agreement is January 1, 2024 through December 31, 2026.

SECTION III: Any ordinances or resolutions inconsistent with the terms of the attached agreement are hereby repealed.

SECTION IV: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

THE



CITY OF ATHENS, OHIO

AND



THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

PATROL OFFICERS
2020-MED-10-1231

AND

LIEUTENANTS
2020-MED-10-1230

January 1st, 2024 through December 31st, 2026

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ARTICLE 1 AGREEMENT

Section 1.1 Purpose

This Agreement, entered into by the City of Athens, Ohio hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council", "Union" or "OLC" has as its purpose the following:

- (a) To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.
- (b) To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties.
- (c) To prevent interruptions of work and interference with the efficient operation of the Police Department.
- (d) To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees, and the Labor Council.

Section 1.2 Modification of Agreement

The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.3 Savings Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law, administrative tribunal, or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.4 Extent of Contract**A. Contract Coverage:**

1. All matters addressed in this contract are governed exclusively by this contract.
2. The parties recognize their obligation to negotiate only the changes in terms and conditions of employment specified in O. R. C. §4117, as interpreted by the State Employment Relations Board. The parties agree that prior to invoking any requirement for formal negotiations during the term of this contract, they will meet and make a good faith effort to resolve matters informally.

B. Past Practices and Interpretations:

1. Past practices shall be accorded no status in this contract except to the extent governed by A. 2. above. Both parties have, in good faith, availed themselves of the opportunity to freely discuss any pending or requested changes in the terms and conditions of employment which are proper subjects of negotiation.
2. Either or both parties may introduce, for the purposes of dispute resolution pursuant to this contract, evidence relating to past interpretation of language in the predecessor contract, which has not been specifically altered during the course of negotiations.

**ARTICLE 2
RECOGNITION****Section 2.1 Recognition**

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time non-probationary employees that have been certified by the State Employment Relations Board in the following units:

Police Officers	Certified in Case Number 84-VR-09-1931
Lieutenants	Certified in Case Number 86-REP-08-0223

Section 2.2 Exclusions

The following positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded: Chief; Captain and all positions excluded pursuant to § 4117 of the Ohio Revised Code.

Section 2.3 Positions

The City shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the bargaining unit.

Section 2.4 Voting

Any vote on matters pertaining to this Agreement will be solely on the vote of Fraternal Order of Police, Ohio Labor Council members who are employees of the City of Athens, Ohio.

**ARTICLE 3
UNION SECURITY AND UNION BUSINESS****Section 3.1 Dues Deduction****A. Ohio Labor Council Dues**

The City agrees to withhold the monthly Ohio Labor Council dues (divided into twenty-six (26) substantially equal amount) of any Union member upon presentation of an "Authorization for Payroll Deduction" form from the available wages earned each month. The form, which shall be provided by the Labor Council, will be individually and voluntarily completed by Union members who want this deduction.

Once deducted, the City agrees to transmit the monthly amount of Labor Council dues to the Ohio Labor Council in the manner prescribed as soon as practicable, but no later than thirty (30) days following the date of pay in which the dues were withheld. As often as is necessary to provide the most current information, the Ohio Labor Council will notify the Athens City Auditor of the amount of dues it charges and its current membership.

8. FOP Lodge Dues

In addition to the above Ohio Labor Council dues, the City also agrees to deduct FOP Lodge dues of members who have authorized such deduction. The deduction shall be made in the same manner as Ohio

Labor Council dues and shall be forwarded to the Southern Ohio Lodge #55 at the remittance address provided by that Lodge as soon as practicable, but no later than thirty (30) days following the date of pay in which the lodge dues were withheld. As often as is necessary to provide the most current information, the Southern Ohio Lodge #55 will notify the Athens City Auditor of the amount of dues it charges and its current membership.

C. Probationary Employees

Dues deduction shall not be permitted for probationary employees (excluding promotional probationary employees) until the completion of the probationary period.

D. Fair Share Fee

Not more than sixty (60) days from the effective date of an employee's full time non-probationary appointment, any employee who does not elect to become a member of the Union shall pay to the Union a fair share fee as a condition of employment. The fair share fee is automatic and does not require the written authorization of the employee. As provided in Ohio Revised Code §4117.09(C), nothing in this article shall require any employee to remain or become a member of the Union. The fair share fee shall not exceed the dues paid by members of the Union in the same bargaining unit. The Union agrees to implement a fair share rebate plan that meets the requirements of state and federal law. Copies of the Union's rebate plan shall be available upon request.

Section 3.2 Maintenance of Membership

All employees in the bargaining units covered by this Agreement who are members of the Ohio Labor Council as of the date of this Agreement, and all future employees who become members of the Ohio Labor Council shall, for the term of this agreement, continue to be members of the Ohio Labor Council.

An employee shall have the right to revoke dues authorization by submitting a signed, written revocation authorization to the City Auditor and the Ohio Labor Council effective only at the expiration date of this Agreement.

Section 3.3 Membership Cancellation

A member may withdraw authorization for dues deduction by the City for The Ohio Labor Council by directing his request in writing to the City Auditor, with a copy to the Ohio Labor Council.

Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
 2. Transfer of the employee from the bargaining unit;
 3. Expiration of this Agreement.
8. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.
- C. The Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee or the Ohio Labor Council arising from deductions made by the Employer for Ohio Labor Council dues pursuant to this Article, except the non-payment of funds deducted from the employees' pay.
- D. The Southern Ohio Lodge #55 hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee or the Southern Ohio Lodge #55 arising from deductions made by the Employer for FOP Lodge dues pursuant to this Article, except the non-payment of funds deducted from the employees' pay.

Section 3.4 Bulletin Boards

The City shall provide at the Athens Police Department, a bulletin board for the use of the Labor Council. Labor Council officials shall be responsible for posting and or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their off duty time. Notices or literature posted does not first have to be approved by the Chief of Police.

The Labor Council agrees that the bulletin board will be kept clean and no notices will be placed on the bulletin board which contains:

- A. Personal attacks upon any City employee;
8. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

Section 3.5 Ballot Box

The Labor Council shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of

collecting members' ballots on all Labor Council issues subject to ballot. Such box shall be the property of the Labor Council and neither the box nor its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

Section 3.6 Place for Meetings

Meetings of the committees of the Labor Council will be permitted on City property when space is available and where work is not interrupted by such meetings. Such meetings will not be held during the regularly scheduled duty hours of the participants on the day in question.

Section 3.7 Use of Departmental Mail systems

The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental mail slots and/or the City's intranet office email system for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail slots and/or the intranet office email system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or bargaining unit representation. All mail placed into the mail slots by the Labor Council shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the City.

ARTICLE 4 MANAGEMENT'S RIGHTS

Section 4.1 Management's Rights

Except to the extent expressly modified by the provisions of this Agreement, Management reserves and retains solely and exclusively all of its legal rights to manage the operations of the Division of Police of the City of Athens, Ohio. The rights of Management shall include, but are not limited to, its rights to determine the facts which are the basis of Management's decisions: to establish, change, or abolish policies, practices, or procedures for the conduct of the Division of Police and its services to the citizens of Athens, Ohio, consistent with the provisions of this Agreement.

Such Management rights shall include:

1. Determining matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its over-all budget, utilization of technology, and organization structure:

2. Directing, supervising, evaluating or hiring employees;
3. Maintaining and improving the efficiency and effectiveness of governmental operations;
4. Determining the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. The ability to suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. Determining the adequacy of the workforce;
7. Determining the overall mission of the employer as a unit of government;
8. Effectively managing the work force;
9. Taking actions to carry out the mission of the public employer as a governmental unit.

Section 4.2 Limitations

The foregoing specific rights shall in no way be a limitation on general Management rights of the Employer to direct or control the work force and general affairs of this Employer. Nothing in this Agreement shall be interpreted as an abdication of said authority or responsibility, and the only limitations on the Management's rights shall be the specific limitations agreed upon in this Agreement.

Nothing herein shall prevent employees from presenting their grievances in accordance with the provisions of the grievance procedure Article.

ARTICLE 5 NON-DISCRIMINATION AND GENDER

Section 5.1 Discrimination

There shall be no discrimination, harassment or pressure by the City or the Labor Council against any employee on the basis of such employee's membership or non-membership in the Labor Council. Additionally, neither the Management nor the Labor Council shall discriminate on account of race, color, creed, ancestry, religion, sex, age, military status, veteran status, sexual orientation, genetic information or disabilities.

The City of Athens, by ordinance also prohibits discrimination based on national origin, marital or family status and gender identity or expression. Both parties to this Agreement agree that they shall abide this ordinance and shall not discriminate against any employee based on national origin, marital or family status and/or gender identity or expression.

The parties acknowledge that although political affiliation is not a protected category, that neither of them will discriminate against any employee based on their individual political affiliation.

Section 5.2 Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reasons of sex.

ARTICLE 6 REPRESENTATION RELEASE TIME

Section 6.1 Labor Council Business

The Labor Council representative from each bargaining unit covered by this Agreement or his designee shall be granted time off without loss of pay or benefits up to a maximum of twenty-four (24) and shall also be permitted to use any of his leave time (other than sick leave) up to a maximum of twenty-four (24) hours per year for the duration of this Agreement to perform Labor Council functions. The Labor Council representative from each bargaining unit may also serve as the Grievance Chairman and serve on the Labor/Management Committee.

Section 6.2 Conditions of Release

As a condition for the use of release time under this article, the employee representative from each bargaining unit shall provide a written request to the Chief of Police at least five (5) days in advance of the date upon which he or his designee desires to utilize any release time in excess of two (2) hours. All release time shall be with prior approval.

During his term in office, the employee representative from each bargaining unit shall continue to be required to report daily to his supervisor at his assigned shift starting time, and he shall be required to apprise his supervisor of his whereabouts at all working times while he is performing the duties allowed by this

Article.

During such service in this post, the employee representative from each bargaining unit shall continue his entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though he was at all times performing his job-related duties.

The employee representative from each bargaining unit will be required to drop or forego any of the activities allowed by this section, upon the direction of his supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Labor Council functions will not be unreasonably limited by the Administration or his supervisor nor will the employee representative devote unnecessary City-paid time to these functions. None of the duties of the employee representative herein described may be conducted if City-paid overtime hours are required to fill his vacancy.

Section 6.3 Official Roster

The Labor Council/F.O.P. shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- A. Name
- B. Immediate supervisor
- C. Position held

The City agrees that this roster shall not be made available to the public by the City, and only City employees with a legitimate need to know shall have access to the roster.

ARTICLE 7 NO STRIKE - NO LOCKOUT

Section 7.1 No Strike

During the length of this Agreement and any extension of the same, there will be no strikes or work slowdowns by employees of the bargaining units.

In the event any employee covered hereunder is engaged in any violation of this Article, the Labor Council shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and publicly denounce any such violations.

In the event any employee or group of employees of the City of Athens or any other labor organization or its members engage in any interruption of the City's business by way of strike or work stoppage of any kind, members of the bargaining units shall continue to perform their assigned duties within their job classifications.

Section 7.2 No Lockout

During the length of this Agreement, and any extension of the same, there will be no lockout of employees of the bargaining unit by the City of Athens.

ARTICLE 8 LABOR/MANAGEMENT MEETINGS

Section 8.1 Meetings

In the interest of sound Labor/Management relations, the Labor Council and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 8.2 below. Meetings held within this Article will be by request of either party. Normally, no more than two (2) employee representatives of each bargaining unit covered by this Agreement, three (3) representatives of the City and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings. Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

Section 8.2 Agenda

The party requesting the meeting shall furnish an agenda with the request for the meeting. Subjects that may be discussed at these meetings shall include (but are not limited to) the items listed below:

- A. The Administration of this Agreement;
- B. Notification to the Labor Council of changes made by the City which may affect bargaining unit members;
- C. Discussion of grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Dissemination of general information of interest to the parties;

- E. Provision of the opportunity for Labor Council representatives to share the view(s) of their members and/or make suggestions on subjects of interest to their members;
- F. Discussion of ways to improve efficiency and work performance; and
- G. Consideration and discussion of health, safety, and training matters.

Section 8.3 Reports

Written responses promised by the City representatives during such meetings to items raised by Labor Council representatives will be submitted to the Labor Council representatives who attend such meetings within ten (10) calendar days after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 9 PROBATIONARY PERIOD

Section 9.1 Patrol Officers

All patrol officers hired after the effective date of this Agreement shall serve a twelve (12) month probation period from the date of hire or the date of Ohio Peace Officer Certification, whichever is later, as applicable. The employee may be removed at any time and for any reason during the probation period, and such removal shall not be subject to the grievance/arbitration procedure.

Section 9.2 Lieutenants

All lieutenants appointed after the effective date of this Agreement shall serve a six (6) month probation period. Demotion back to the rank of patrol officer shall be allowed during the six (6) month probation period but such demotion will be subject to the grievance/arbitration procedure.

ARTICLE 10 SENIORITY

Section 10.1 Definition

A. Departmental Seniority

Departmental seniority shall be an employee's continuous services from the last date of hire as a full-time employee within the Department. Full-time or part-time employment with the City of Athens in another department will not count toward the exercising of seniority rights.

B. Classification Seniority

Classification seniority in any of the ranks covered by this Agreement shall be from the Date of Appointment in that specific rank or the date of receipt of certification as an Ohio peace officer, if after appointment. In the event two (2) or more members are appointed on the same day then test scores shall be the determining factor.

Notwithstanding the paragraph above, seniority time shall be prorated to reflect those periods of absence due to approved leave of absence without pay, suspension, or layoff.

Section 10.2 Seniority List

Every six (6) months, the Employer shall provide to the Labor Council representative, a seniority list showing the continuous service of each employee.

ARTICLE 11 LAYOFF AND RECALL

Section 11.1 Layoff Notification

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees as soon as is practicable in advance of the effective date of the layoff or job abolishment.

Section 11.2 Layoff

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Lieutenants will have the right to bump out the lower ranking Patrol Officer, if their departmental seniority qualifies. A Lieutenant must

exercise his bumping rights within five (5) days of his notice of layoff. All temporary, intermittent, part-time, and seasonal employees of the Police Department will be laid off before members of the bargaining units. No employees from the classifications covered by this Agreement shall fill the positions of communications officers if the members of that unit are on layoff. In the event sworn (law enforcement) personnel are laid off pursuant to this article, they may not displace (bump) civilian dispatchers.

Section 11.3 Recall Notification

The City shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Human Resource Director informed of his current residence or mailing address.

Laid off employees shall notify the Human Resources Director of any temporary absence from their regular address. The City agrees that an employee's recall rights shall continue until said employee is contacted or until seven (7) days have lapsed. Each laid off employee shall be entitled to one (1) temporary absence under this section.

Section 11.4 Time Limits

The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time, the next employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Service-Safety Director must report to work within three (3) days or at the discretion of the Service-Safety Director. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Laid off employees shall have recall rights for one (1) calendar year from the effective date of layoff.

A Lieutenant who bumps a Patrol Officer shall be reinstated to a vacancy in his prior rank before any Patrol Officer is installed to a position in that rank.

Section 11.5 Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a new-hire probationary period at layoff shall be required to repeat such probationary period.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1 Grievance Defined

A "grievance" is defined as any complaint, by an employee, that the Management is in noncompliance with a provision of this Agreement. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 12.2 Time Limits

- A. If any grievance is not initiated within the applicable time frames after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.
- B. The limits in days under each section shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum. The time limits may, however be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.
- C. If any grievance is not initiated at the informal step within ten (10) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

Section 12.3 General

- A. Nothing required in this formal grievance procedure shall be construed as limiting the privilege of any employee covered hereunder having a complaint or problem to discuss the matter informally with any appropriate representative of Management and having such matter adjusted without intervention and/or consultation of the Labor Council, provided the adjustment is not inconsistent with the terms of this Agreement. Such informal agreement may be subject to Labor Council investigation to ascertain that the decisions reached are not in violation of this Agreement. Step One procedure may be bypassed if the management respondent feels he/she does not have the authority to resolve the grievance.
- B. The Labor Council shall designate two (2) representatives from each of the bargaining units covered by this Agreement for processing grievances

or concerns. Any employee covered hereunder may consult a representative for assistance provided, however, any activity of this type shall be conducted at times which will not interfere with the duties assigned. Any such activity under this paragraph shall be on the basis of no loss or gain in pay by the employees covered under this Agreement.

C. All written grievances should contain the following information:

1. Aggrieved employee's name, classification and signature
2. Date grievance is being filed
3. Date, time and location (if appropriate) of incident giving rise to the grievance
4. A description of the incident or statement of perceived facts
5. Section(s) of the Agreement alleged to have been violated
6. Desired remedy to resolve the grievance

Section 12.4 Procedure

All grievances shall be processed as follows:

A. Informal Procedure

Subject to 8.2 (B) any employee covered hereunder with an alleged grievance shall first discuss the matter with his/her immediate supervisor, either individually or together with his/her Labor Council representative. Dispositions of any grievances at this level shall be without precedent to either Management or the Labor Council for any purpose whatsoever.

B. Formal Procedure

Any grievance not answered by the Employer's representative within the stipulated time limits shall be considered to have been answered in the negative. Should management fail to respond timely, the grievant and/or Labor Council retains the right to appeal to the next step according to the procedure described herein.

1. Step One Immediate Supervisor

- a. In the event the grievant is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the immediate supervisor within seven (7) days after the discussion of the grievance referred to in the Informal Procedure, the grievant may file the grievance in writing with the shift lieutenant.

Such filing in writing shall take place within seven (7) days of the lieutenant's response and shall state the specific basis for the grievance and the specific section of this Agreement at issue.

- b. Within seven (7) days after receipt of the grievance, the shift lieutenant shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.
- c. In the event the shift lieutenant desires, he/she may conduct a meeting to investigate the grievance. The meeting may include a supervisor(s) or his/her representative, the aggrieved person, the Labor Council representative, and any other employee of the City. In the event such a meeting is held, within seven (7) days following the day of the meeting, the shift lieutenant shall render his/her written answer to the grievance.
- d. If the Labor Council does not refer this grievance to Step Two of this procedure within seven (7) days after receipt of the decision rendered in this Step one, it shall be considered to be satisfactorily resolved.

2. Step Two Police Chief

- a. In the event the Labor Council is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Step One meeting, whichever is applicable, the Labor Council may appeal the grievance in writing, stating the specific basis for the appeal to the Chief by filing such appeal with the shift lieutenant and the Chief.
- b. The Chief or his designee shall, within seven (7) days of receipt of the Step Two appeal, conduct a meeting concerning the grievance. The meeting may include the aggrieved person, a Labor Council representative, the lieutenant involved, the Chief or his designee, and any other employee of the City directly involved in the issue. Within seven (7) days after this meeting, the Chief or his designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the Labor Council, the supervisor and the Service-Safety Director.

3. Step Three Service-Safety Director

- a. In the event the Labor Council is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within seven (7) days from the date of the holding of the Step Two meeting, the Labor Council may appeal the grievance in writing, stating the specific basis for the appeal to the Service-Safety Director by filing such appeal with the Chief and the Service-Safety Director within seven (7) days after receipt of the decision.
- b. The Service-Safety Director or his designee shall, within ten (10) days of receipt of the Step Three appeal, conduct a meeting concerning the grievance. The meeting may include the aggrieved person who filed the grievance, a Labor Council representative, any lieutenant involved, the Service-Safety Director, or his designee, any other employee of the City directly involved in the issue. Within ten (10) days after this meeting, the Service-Safety Director or his designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the Labor Council, the supervisor and the Chief.
- c. A disciplinary grievance involving demotion, termination, or suspension shall be submitted within seven (7) days after the employee knew of the event or condition upon which it is based directly to Step Three of the grievance process with a copy of the grievance provided to the Chief of Police.

Section 12.5 Arbitration

- A. The O.L.C. shall have the right to appeal any grievance, as defined in Section 12.1, to arbitration. Arbitration must be requested, in writing, within twenty-one (21) days after the written answer was given under Step Three of the grievance procedure set forth above. Otherwise, the matter shall not be subject to arbitration. In the event it is claimed by Management that any matter filed as a grievance is not a grievance as defined in Section 1, such issue may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue prior to hearing any evidence or issuing any ruling on the merits of the dispute.
- B. Notification of the intent of the Labor Council to appeal a grievance to arbitration must be submitted in writing to the Mayor within twenty-one (21) days after the written answer was given by the Service-Safety

Director under Step Three of the grievance procedure. Upon receipt of such notification, the Mayor or his designee and the Labor Council will jointly request the Federal Mediation and Conciliation Services to provide the parties with a panel of arbitrators from which the parties can select an arbitrator. An alternate striking system shall be used with the initial strike to be determined by a coin flip. However, there is nothing prohibiting the parties from mutually agreeing on an arbitrator prior to requesting the panel from the FMCS.

Either party may once reject a list and request from FMCS another panel of names until a mutually agreeable arbitrator is selected. The party requesting the additional panel shall be responsible to pay any fee associated with that request.

- C. Management and the Labor Council shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each however, shall be responsible for the fees and expenses of its representatives.
- D. Unless contrary to law, the decision of the arbitrator shall be final and binding upon Management, the Labor Council and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement and shall only have the authority to interpret the provisions of this contract in light of applicable law as the same relate to the specific grievance appealed to arbitration.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement and shall be without power or authority to make any decision:

- 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law; or
- 2. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or making any award based on rights arising under any previous Agreement; or
- 3. Establishing any new or different wage rates not negotiated as part of this Agreement.

The arbitrator shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings and the express terms of this Agreement.

Section 12.6 Representation

- A. During the term of this contract, no employee covered hereunder may be represented by any organization other than the O.L.C. in any grievance initiated pursuant to the provisions of this contract.
- B. The O.L.C. and/or employee, as such shall have the right to file a grievance if the subject matter involved concerns an alleged violation of this Agreement as respects a matter affecting two or more employees covered hereunder.

Section 12.7 Miscellaneous

- A. Nothing in this Agreement shall require the Labor Council to pursue any grievance at any level or prohibit the Labor Council from exercising discretion in determining whether or not to pursue an alleged grievance.
- B. Any step or time limits imposed herein may be waived or extended by the mutual consent of the parties in writing.

**ARTICLE 13
INVESTIGATION AND DISCIPLINE****Section 13.1 Internal Investigation**

- A. The City and the Labor Council recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the employee. The following procedure shall apply to all internal investigations or instances where the filing of criminal charges may occur.
- B. Employees shall be informed of the specific nature, to the extent known at the time, of an incident or complaint prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.
- C. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, shall constitute the basis for such a charge. During interrogations where suspension, demotion, discharge is likely to occur, the employee shall be notified of his right to have a maximum of two (2) representatives present. If the employee

desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.

- D. Management shall have the right to require employees to submit written reports of incidents under investigation. However, the employee shall retain the right to simultaneously submit to the Labor Council a copy of such report. The report may be used by Management or the Labor Council in taking action or defending said employee with respect to discharge or discipline.
- E. Recordings and transcripts made of discipline hearings held before the Chief of Police, Service-Safety Director or Civil Service Commission shall be made available to the Labor Council within five (5) business days of such request for purpose of defending an employee in the case of discipline or discharge.
- F. An employee who has been the subject of an investigation shall be informed, in writing of the outcome at the conclusion of the investigation. Management shall conduct all internal investigations in an expeditious manner and shall not engage in unwarranted delays. The employee under investigation shall have the right to approach management directly or through his representative to ascertain the status of the investigation. Reasonable efforts will be made to conclude the investigation no more than thirty (30) days after its commencement. The Labor Council and the employee will be notified about investigations that cannot be completed within thirty (30) days. If an extension of the initial thirty (30) day period is necessary, no more than five (5) separate thirty (30) day extensions will be permitted without the approval of the Labor Council.
- G. Before a citizen complaint can rise to the level of a formal complaint that can result in disciplinary action, there shall be a written statement signed by the complainant. Statements must be signed by the actual complainant or their legal guardian. Violations observed or substantiated by police supervisors do not constitute citizen complaints and do not require a citizen's signed statement. Unsubstantiated complaints shall not result in discipline of any kind.
- H. For purposes of this article, instruction/training or evaluations are not considered disciplinary actions.

Section 13.2 Disciplinary Procedure

- A. No employee shall be disciplined except for just cause.
- B. The principles of progressive disciplinary action shall be followed with

respect to minor offenses. Normally, progressive discipline shall consist of an oral reprimand or a written reprimand; short term suspension; a long term suspension, demotion or discharge.

- C. The City may suspend an employee with pay during a portion of or pending the outcome of an internal investigation.
- D. The City shall not suspend without pay, demote or discharge an employee without first conducting a hearing. This hearing shall be held between the City, the employee and Labor Council representative provided, however, the employee desires to have a Labor Council representative present.
- E. The City agrees that all disciplinary hearings shall be carried out in private.
- F. Forty-eight (48) hours prior to the pre-disciplinary hearing, the employee will be provided with a written statement of specific charges of misconduct along with disclosure of all available material which may substantiate the charge. A maximum of two (2) employee representatives may be present at the pre-disciplinary hearing.

ARTICLE 14 PERSONNEL FILE

Section 14.1 Personnel File

There shall be only one (1) official personnel file and it shall be maintained by the City's Human Resources Director.

- A. Every employee shall be allowed to review and copy the contents of his personnel file at all reasonable times, upon written request. Any contents copied shall be identified by memorandum placed in the employee's personnel file. Memorandum clarifying and explaining alleged inaccuracies of a document in his file may be added to the file by the respective employee. Additionally, the personnel files are subject to review by the employee's representatives if prior written approval is submitted by the employee to the Human Resources Director.
- B. At the request of the employee, notations of oral reprimands will be removed from the employee's personnel files twelve (12) months after the effective date of the reprimand provided there is no intervening written notice of disciplinary action during the twelve (12) month period. Written reprimands will be removed from the employee's personnel file eighteen (18) months after the effective date of the reprimand provided there is no intervening written notice of disciplinary action during the eighteen (18) month period.

- C. At the request of the employee, records of suspensions will be removed from the employee's personnel files twenty-four (24) months from the date of suspension provided there are no intervening disciplinary actions against the employee during the said twenty-four (24) months. After a twenty-four (24) month period demotions shall not be used in future disciplinary considerations.
- D. For the purposes of this section it is agreed that if an employee, who is entitled to the removal of a reprimand or suspension fails to request said removal, the expired document shall not be considered in subsequent disciplinary action.
- E. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.
- F. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Service/Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel files shall clearly reflect such disaffirmance.

The terms of this Article are subject to applicable federal and state laws, including but not limited to Ohio Revised Code 149.43, and the public records retention policies of the City of Athens.

ARTICLE 15 MISCELLANEOUS NON-ECONOMIC

Section 15.1 Rules and Regulations

The City agrees that Rules and Regulations of the Police Department shall be furnished to each member of the bargaining units in written form or via the intra-office email system.

To the extent possible, the City agrees that amendments to the Rules and Regulations shall be provided to the Labor Council representative in written form or via the intra-office email system fourteen (14) days in advance of their implementation. The Labor Council or any member of the bargaining units may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations shall not violate any provisions of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its work rules, policies or directives.

Copies of operational policies, procedures and directives, along with rules and regulations, need not be issued to each individual member, but must be made available via computer or in an accessible manual maintained at the police department after being explained to each member and documented in that person's department training file.

Section 15.2 Safe Equipment

The City agrees to discuss safety conditions and practices with the employees and the Labor Council. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the City.

Section 15.3 Training

The City agrees to supply training, equipment, and materials for such training as is required by the State or City as a condition of employment.

Section 15.4 Lunch Periods

Each employee of the bargaining units cover by this Agreement shall be granted a one-half($\frac{1}{2}$) hour meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, the employee's lunch break shall not be interrupted.

Section 15.5 Firing Range

- A. The City of Athens shall provide firearms sessions at least twice a year at no cost to the officer. One session shall include a qualification round. The dates for qualification shall be set by the Chief of Police or his designee. All qualifications shall be conducted in compliance with OPOTA firearms recertification standards in effect at that time.

The dates for qualification shall be set by the Chief . Each officer shall qualify with the weapons to be carried. Officers failing to qualify on the first attempt shall be given at least two (2) additional times through the course to qualify. Failure to qualify at this point will result in the employee being assigned to a non-sensitive position for a period of no more than ten (10) working days. During this ten (10) day period, the City shall provide training to help the employee qualify. No City paid overtime shall be required for additional training during this ten (10) day period.

If/when OPOTA changes its qualification standards, the City will provide each sworn officer with training on the standards.

- B. The Chief or his designee shall approve all off-duty weapons. Officers who choose to carry an off-duty weapon of a caliber other than the issued uniformed duty weapon shall furnish their own ammunition for qualifications. In addition, the employee shall carry only that ammunition specified by the Chief. In the event the weapon is of a caliber other than the issued uniformed duty weapon the ammunition shall be furnished by the officer.

Section 15.6 Epidemic, Pandemic or Outbreak

In the event of an Epidemic, Pandemic or Outbreak of a major virus or infection, the City of Athens and the FOP will have a labor management meeting prior to the development of city policy regarding requirements to manage employee health and safety.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1 Intent

This Article is intended to define the hours of a work day, hours of a work week and to define the basis for the calculation of overtime.

Section 16.2 Work Day and Work Week

The standard work period for police officers shall be eighty (80) hours in a fourteen (14) day period. A workday shall consist of twelve (12) consecutive work hours or eight (8) consecutive work hours during a scheduled work shift, so long as the total hours worked in a fourteen-day period does not exceed eighty. Lieutenants or the Chief of Police or his designee shall make certain that the regular hours worked by each patrol officer covered by this agreement shall not exceed eighty (80) hours each pay period. Any hours worked in excess of eighty (80) hours in a standard work period shall be considered overtime and shall be paid at the overtime rate.

In addition to narcotics investigation, the Chief of Police may also authorize employees to work a schedule of ten (10) consecutive work hours. Except to accommodate change of shifts or days off, a work week in this instance shall consist of four (4) consecutive work days followed by three (3) consecutive days off. Any hours in excess of forty (40) shall be paid at the overtime rate.

Unless they are exempted by the Chief of Police, Patrol Officers, on a limited basis, may be assigned to a Wednesday through Sunday shift where each of the five (5) eight (8) hour work shifts would start at 7 pm, except Sunday when the shift would start at 3pm.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 16.3 Overtime

All hours worked in excess of a scheduled work shift as defined in Section 16.2 above or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act. Overtime shall be computed to the nearest half hour.

The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday .

There is no guarantee of overtime to any employee.

Section 16.4 Pay Checks

Employee checks are direct deposited only into account(s) designated by the employee. Check stubs are accessible online at the e-mail address provided by the employee.

The Auditor's Office can deposit any portion you choose into a separate checking or savings account an employee designates. Paychecks can be deposited into as many accounts as specified by the employee.

Section 16.5 Call-in Pay

"Call-in" occurs when an employee's supervisor specifically requests the employee to return to work after completion of his regular schedule but before he/she is scheduled to return to work.

Other than when specified herein, when an employee is called in at a time disconnected from his/her normal hours, the employee shall be paid at one and one-half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act, but no less than three (3) hours for such call-in, including time for parades and intoxilizer. An employee may voluntarily waive their right to three (3) hours minimum time by electing not to work three (3) hours.

Section 16.6 Court Time

For each appearance at a time disconnected from their normal hours, employees shall be paid at one and one-half (1½) times the regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act, for the actual hours at court, but not less than three (3) hours for such appearance. Such court appearances must be related to the employee's position with the City. Any fees received for such appearance shall be remitted to the City within three (3) days of receipt.

Section 16.7 Overtime Opportunities

A. Method

1. Patrol Officers

The Administration shall rotate scheduled overtime opportunities among qualified full-time Patrol Officers who normally perform the work that is being assigned when the requirement of an assignment, as reasonably determined by the Chief or his designee dictates the need for a full-time Patrol Officer. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total-hours worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act. Overtime opportunities created hereunder shall be equalized whenever practicable. The City agrees not to assign a Patrol Officer to Communications Officers duty when Communications Officers are available if said assignment would result in the Patrol Officer receiving overtime. Other than emergency staffing situations, Police Officers will not normally be mandated to cover eight (8) hour shifts of Communication Officer's positions.

2. Lieutenants

The Administration shall rotate scheduled overtime opportunities among qualified Lieutenants who normally perform the work that is being assigned, when the requirement of an assignment, as reasonably determined by the Chief or his designee dictates the need for a Lieutenant. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total-hours-worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act. Overtime opportunities created hereunder shall be equalized whenever practicable. Lieutenants shall have the first right of refusal to any overtime caused when there is an absence of another Lieutenant from a shift or when one is not assigned to the shift. Lieutenants shall not be credited for overtime offered and refused if such overtime falls between any double back shift. When a lieutenant is not assigned to a shift that shall not be considered a lieutenant vacancy.

B. Refusal/No Response

An employee who refuses or fails to respond to a scheduled overtime assignment shall be credited with the amount of overtime refused as if it had been worked.

C. Scouts

Explorer Scouts will only be used where a sworn police officer with arrest powers is not needed and provided Explorer Scouts will not be used to avoid payment of overtime as determined by the Chief of Police.

D. Mandatory Overtime

When an overtime opportunity for a lieutenant or patrol officer cannot be filled through the normal equalization of overtime process, the opportunity may be filled by mandatory overtime. A patrol officer will be mandated for a patrol officer. A lieutenant will be mandated for a lieutenant. For the first pay period of the year, mandatory overtime shall be by rotating inverse seniority. All other mandatory overtime for patrol officers shall be filled by the employee who has worked the least amount of time based on the overtime rotation list and who is eligible to work such overtime. When two or more employees have worked the same number of hours, the mandatory overtime shall be filled by the least senior employee eligible to work.

Patrol officers shall not be mandated to work overtime more than two (2) times in a pay period, except for emergencies and special events.

Before a communication officer is mandated, a qualified full-time police officer will be offered the opportunity to work.

Qualified Reserve officers will be offered the opportunity to work before a police officer is mandated.

E. State of Emergency

If a state of emergency is declared by the Mayor of the City of Athens or the Athens County Sheriff and Non-Essential City Personnel are directed by the City administration to not report to work, employees on duty will receive two (2) times their hourly rate for all hours worked during the declared emergency. If a state of emergency is declared by the Mayor of the City of Athens or the Athens County Sheriff when Non-Essential City Personnel would not be scheduled to work, employees on duty will receive two times their hourly rate for all hours worked during the declared emergency. For the purposes of a snow event, emergency is defined as level III only.

Section 16.8 Compensatory Time Bank

Employees, at their option, shall have the right to accumulate and maintain up to a maximum amount of 104 hours of compensatory time per calendar year. Time will accumulate at the rate of one and one-half (1½) hours for each overtime hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City Service, any unused compensatory time to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Minimums of compensatory time may be used in three (3) hour segments. If a patrol

officer takes an entire shift off using compensatory time, they shall be charged hour for hour for that use, whether they take an eight (8) hour or twelve (12) hour shift off. Requests for the use of compensatory time must be submitted forty-eight (48) hours in advance and be approved by the Chief or his designee. The Chief or his designee may waive the advance notice. Lieutenants may approve increments of less than three (3) hours if it does not create an overtime situation. Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. From the beginning of the first pay period of a year to the end of the last pay period of that year, an employee shall have the right to accumulate and maintain up to a maximum of one hundred and four (104) hours compensatory time. Annual compensatory payout will be based on the balance as of the first pay period in February to be paid the second pay of February. The compensatory time shall be paid at the rate of pay as the employee received for the final pay period of the year in which the compensatory time was earned. Compensatory time payouts will be processed on amounts accrued at five (5) hours or more. Any time under five (5) hours will be rolled over.

Bargaining unit employees may request additional compensatory time payouts outside of the second pay of February. Any request for compensatory time payout must be in writing to the Chief or his designee and shall be paid in the next full pay period after the Chief's or Designee's approval. Requests for compensatory time payouts outside of the "Annual Compensatory" payout shall be for no less than twenty (20) hours per request. Compensatory time payouts shall be paid on the next regular pay on a separate check or deposit.

Section 16.9 Pyramiding

There shall be no pyramiding of premium pay for the same hours worked.

Section 16.10 Trading Time

The practice of trading time between the Athens Police Department employees shall be done in compliance with the Fair Labor Standard Act. All hours worked or traded off due to trading time shall be documented on trade time request forms provided for the purpose and must be the result of voluntary agreements between the parties. All time traded must be paid back within one year by the benefiting employee.

Hours traded through this practice shall in no manner become the liability of the City and no payment for said accrued trade time will be made under any circumstance if reciprocal payment for hours traded does not occur as agreed between the employees.

Section 16.11 Field Training Officer

When a police officer or communication officer is assigned the duties of Field Training Officer, the officer shall receive one-half($\frac{1}{2}$) hour of overtime.

An officer acting in the capacity of a Field Training Officer (FTO) shall be paid at an additional hourly rate equivalent to $\frac{3}{32}$ of the Year 4 regular hourly rate.

When a police officer is assigned the duties of Field Training Officer, the officer shall receive one-half($\frac{1}{2}$) hour of overtime for each cumulative eight (8) hour training period. This time may not be converted to compensatory time.

Section 16.12 Canine Officer

The parties agree that as of September 1, 2014 the City's canine program was suspended. If/when the City re-institutes a new canine program the parties will meet and discuss the terms and conditions of that new program.

ARTICLE 17 WAGES

Section 17.1 Wage Scales

Employees covered by this Agreement will be paid according to the following wage scales:

A. Patrol Officers

Effective Date of Increase	Start	1 Year	2 Years	3 Years	4 Years
1 st day of 1 st full pay period 2024 (4.75%)	28.07	29.43	30.96	33.52	35.68
FTO Rate					3.34
1 st day of the pay period containing January 1, 2025 (4.5%)	29.33	30.75	32.35	35.03	37.28
FTO Rate					3.49
1 st day of the pay period containing January 1, 2026 (4.25%)	30.57	32.06	33.72	36.52	38.86
FTO Rate					3.64

Employees in the patrol officer classification will move through the steps based upon the anniversary of their date of hire.

New hires in the patrol officer classification with prior police experience at a law enforcement agency of comparable size will be slotted into the steps according to the "experience levels" as described below.

For the purposes of slotting, experience at a village will not be considered. Experience with a University or College Police Department will be considered on a case by case basis. To receive credit for prior service there cannot be a break in service other than giving job notice or vacation time. The prior service credit is at the discretion of the City. Prior Service Credit will be as follows:

Years of Service	Starting Step
2 years continuous full-time experience	Step 1 Year
4 year of continuous full-time experience	Step 2 Years
6 Years of continuous full-time experience	Step 3 Years
8 years of continuous full-time experience	Step 4 Years

C. Lieutenants

At the conclusion of the six (6) month probationary period a Lieutenant will receive a rank differential of twenty percent (20%) more than a top step patrol officer.

Probationary lieutenants serving their six (6) month probationary period and/or a patrol officer who is required by the Employer to function in the capacity of a temporary lieutenant shall earn ten (10¢) more per hour than a top step patrol officer working as officer in charge per Article 26.

Effective Date of Increase	Start	After 6 Mont hs
1 st day of 1 st full pay period 2024 (4.75%)	39.96	42.81
1 st day of the pay period containing January 1, 2025 (4.5%)	41.76	44.74
1 st day of the pay period containing January 1, 2026 (4.25%)	43.53	46.64
	-	-

Section 17.2 Pension Funds

The City's method of payment of annual wages to bargaining unit employees who are participants in the Ohio Police and Fire Pension Fund (OP&F) or the Public Employees' Retirement System (PERS) is as follows in order to provide for an annual wage reduction "pick up" of employee contributions to OP&F or PERS.

The total annual wage for each employee shall be the annual wage payable

under the terms of the labor agreement. Such total annual wage of each employee shall be payable by the City in two parts: (A) deferred wages and (b) cash wages. An employee's deferred wages shall be equal to that percentage of that employee's total annual wage which is required from time to time by the respective retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to respective retirement system on behalf of that employee as a "pick up" and in lieu of the respective retirement system employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the "pick up" for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the respective retirement system based upon an employee's total annual wage. The total combined expenditures of the City for such employee's total annual wage payable under the terms of the labor agreement and the "pick up" provisions shall not be greater than the amounts it would have paid for those items had the "pick up" provision not been in effect.

SECTION 17.3 RETENTION BONUS.

A retention bonus shall be paid at the end of years one (1), two (2) and three (3) for employees who have worked the previous year. Year 1 = \$500.00, Year 2 = \$750.00, Year 3 = \$1000.00 and will be paid during the second full pay period of the following year.

ARTICLE 18 SHIFT DIFFERENTIAL

Section 18.1 Shift Differential

A shift differential of one dollar twenty five cents (\$1.25) per hour will be paid for all hours worked by an employee other than those between 0700 and 1500 (7 a.m. and 3 p.m.), Monday through Friday. Day shift employees who are held over beyond 3:00 p.m. shall be eligible for shift differential for hours actually worked beyond 3:00 p.m. Employees working overtime shall qualify for shift differential for hours actually worked other than those hours between 0700 and 1500 (7 a.m. and 3 p.m.), Monday through Friday.

Police Officers assigned to task forces may elect to receive shift differential at the above rate or at a rate of seventy-five cents (75¢) per hour for all hours actually worked between 5:00 p.m. and 7:00 a.m., Monday through Friday and weekends and seventy-five cents (75¢) per hour for all hours actually worked outside the county between 7:00 a.m. and 5:00 p.m., Monday through Friday.

Section 18.2 Method of Payment

Shift differential pay shall be paid for all hours actually worked or when an employee is in paid status by virtue of using vacation leave or sick leave. If shift differential pay is applicable under the terms of this Article, to a work day, and authorized overtime occurs in conjunction with the regular work day, the shift differential shall be paid for each hour of overtime work. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time, but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

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ARTICLE 19 LONGEVITY

Section 19.1 Schedule

In addition to the wages specified in this Agreement, each employee covered by the terms of this Agreement shall be entitled to receive additional payment in accordance with the following schedule:

Completed Years of Service	Longevity Bonus
After 5 years of service	1% of base salary
After 7 years of service	2% of base salary
After 9 Years of service	3% of base salary
After 11 Years of Service	4% of base salary
After 13 Years of Service	5% of base salary
After 15 Years of Service	6% of base salary

Section 19.2 Payment

Longevity pay is based on a percentage of an annualized calendar year biweekly pay period of an employee. Base salary is regular earnings only and does not include extra pay such as overtime, shift differential, educational pay, etc. If an employee is on leave without pay at any time during the calendar year, these hours and pay must be deducted from the employee's yearly wages earned.

Longevity begins to be earned only after an employee reaches his/her 5th anniversary date. During that 5th year, the employee's longevity pay will be prorated from his/her anniversary date through the end of the calendar year. Employees that reach a new percentage level of longevity in the 7th, 9th, 11th, 13th or 15th years will be paid the prior percentage rate from the first of the year to the employee's anniversary date, and the new percentage rate from the anniversary date to the end of the year of 26 biweekly pay periods.

Payment shall be made in a lump sum no later than the first pay in December of each year following the completion of the employee's anniversary period as set forth in Section 18.1 above.

Section 19.3 Eligibility

The years of service shall be determined by starting with the beginning of an

employee's continuous full-time employment with the City of Athens. Personnel in a full-time employment status as of December 1, 1984, who have had discontinuous service, other than seasonal, contract or casual employment with the City shall have longevity pay computed on the basis of total actual years of service. Full-time employees hired after December 1, 1984, who have had previous service with the City shall have their longevity status computed on the basis of years of service from the most recent date of hire with no provision for previous years of service. Post hire military time and all approved leave time shall count. Any time lost due to suspension, layoff or leave without pay shall not count.

Employees hired or rehired after December 2005 shall not be eligible for longevity pay.

Section 19.4 Termination

In the event an employee eligible for payment hereunder, terminates employment, the annual payment provided herein shall be prorated for the period of such employment.

ARTICLE 20 HOLIDAYS

Section 20.1 Holidays

The following are designated as paid holidays:

Holiday	Observed
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Employee's Birthday	

Section 20.2 Pay for Holidays

For purposes of holiday payment, the year for holidays shall be January 1 to December 31. Patrol Officers who work on any of the holidays named in Section 20.1, excluding the employee's birthday, shall receive the current overtime rate for all hours worked on such

holidays. For the purpose of calculating hours worked on a holiday, the holiday shall start at 11p.m. the day before the holiday and end at 10:59p.m. the day of the holiday.

In addition, Patrol Officers who have completed their normal tour of duty in an active pay status for the week in which one of the holidays named in Section 20.1 falls, shall receive an additional amount of pay for such week equaling one-fifth ($1/5$) of the average weekly pay of the classification pay grade and step in which he /she is serving as follows: payable no later than the last pay in November. for the holidays in section 20.1 occurring in the calendar year of payment for a total of no more than ninety-six (96) hours of holiday pay. Should a patrol officer be terminated or resign prior to the end of the calendar year. but after payment of holidays. any overpayment of holiday pay will be subtracted from any balance of payroll or termination pay due that patrol officer.

Employees that work overtime shall be paid double time and a half for the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas.

ARTICLE 21 VACATION

Section 21.1 Vacation Schedule

Employees will be granted time off for vacations during each vacation year based upon the following schedule:

Length of Service	Vacation Credit
After 1 Year	10 days
After 6 Years	15 days
After 12 Years	20 days
After 18 Years	25 days
After 25 Years	30 days

Employees shall receive an additional forty (40) hours of vacation at the beginning of each new vacation accrual rate.

Section 21.2 Vacation Eligibility

In order to be eligible for vacation with pay an employee must have been continuously employed by the City for at least twelve (12) months.

Section 21.3 Vacation Usage

Each employee entitled to vacation will schedule at least one (1) week of vacation on consecutive days. The balance may be taken in units of not less than one-half($\frac{1}{2}$) day.

An employee shall have the right to take vacations according to his/her classification seniority, subject to scheduling requirements of Management in accordance with the selection procedure of Sections 3 and 4 of this Article. The Chief or his designee may authorize the use of vacation leave in less than one half($\frac{1}{2}$) day increments, but not less than one (1) hour increments. The authorization of vacation in increments of less than a half ($\frac{1}{2}$) day are at the sole discretion of the Chief or his designee and not subject to arbitration. When taking vacation leave, a patrol officer shall be charged hour-for-hour. If a lieutenant takes an entire shift off using vacation, he/she shall also be charged hour-for-hour for that use, whether he/she takes an eight hour or a twelve hour shift off.

Section 21.4 Vacation Selection

The order of picking a vacation shall be by classification and shift seniority. No more than one (1) employee covered hereunder on each respective shift shall be permitted vacation leave at any one time. However, more than one (1) employee may be approved by the Chief or his designee for vacation leave on each respective shift as long as such approval would not create more than one mandatory overtime situation.

In order to be granted preference hereunder, requested vacation time must be submitted to the Chief by March 1st of each calendar year and submitted back to the officers by March 15th of each calendar year. Once vacation time is approved, only mutual consent or legitimate emergencies shall prevail to change the scheduled dates. After pre-scheduling one week of vacation, vacation periods of less than one week may be prescheduled after March 15th of each calendar year. Vacations of one week or more shall take precedence over vacation days regardless of seniority. Any block of vacation time will take precedence over a single vacation day request. A block of time for this purpose is identified as two (2) or more days.

Section 21.5 Separation

Upon separation from the City service, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) year's accrual.

Section 21.6 Vacation Accumulation

Employees shall be able to accumulate vacation up to a maximum of three (3) years.

ARTICLE 22 LEAVES

Section 22.1 Sick Leave

Sick leave may be requested for the following reasons :

- A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as is necessary to make appropriate longer term arrangements.
- B. Exposure of an employee to contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Death of an employee's immediate family member.

An employee requesting sick leave shall cause notification to his immediate supervisor or other designated person, of the fact and the reason, one (1) hour prior to the time he is scheduled to report to work on each day of absence - unless other arrangements have been made with the supervisor. Notification to the immediate supervisor or designated person of the need for sick leave does not require the employee to state a diagnosis or divulge private health care information, but can be stated in generalized terms sufficient to be in accordance with sick leave use under this article. Patrol officers shall continue to earn sick leave in the same manner and at the same rate as set forth in Section 22.1. When using sick leave, a patrol officer shall be charged hour-for-hour.

The Service-Safety Director may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted.

For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and hours on paid sick leave). The City will apply the formula of 4.6 hours of sick time for each eighty (80) hours in a paid status, or any portion thereof, and apply this amount to the individual employee's total accumulation of sick leave time. This adjusted amount will apply only to overtime hours during the preceding calendar year and will be reflected on the first paycheck in March of each year. This increased amount will be for overtime hours worked and paid for by the City of Athens. The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

All employees will be eligible for payment of sick leave at time of retirement at the rate of one (1) day's pay for each four (4) days accumulation up to a maximum of forty (45) days. When an employee passes away while in active employment, the surviving spouse or the estate of the deceased employee, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

For the purposes of this section, immediate family is defined as spouse, domestic partner, children, mother, father, foster parent or guardian, brother, sister, grandparent, grandparents-in-law, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent person living in the same household on a continuous basis.

It is understood that excessive tardiness, or abuse of sick leave constitutes just cause for discipline and it is the intent of the City to take progressive corrective action up to and including discharge. Patterns of excessive use of sick leave may constitute abuse of sick leave.

If an employee becomes ill during work hours, he/she must notify the immediate supervisor before leaving, except in the event of an emergency when the Communications Center will be notified.

An employee may donate up to a maximum of eighty (80) hours of accumulated and unused sick leave each calendar year to other employees so long as the recipient's absence otherwise qualifies as an event under family medical leave and has exhausted all available sick leave, vacation leave and compensatory time and the donating employee has a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after the donation. Nothing in this section prohibits an employee from donating up to a maximum of eighty (80) hours to multiple employees each year. Requests for donations will not be accepted before an employee has used all available paid leave. Once sick leave has been donated from one employee to another, whether the donation is used in its entirety or not, the donation is final.

Section 22.2 Special Leaves**A. Jury Duty Leave**

A bargaining unit member, while serving upon a jury or responding to a subpoena in any court of record will be paid at his regular salary for each of his work days during the period of time served. Time so served shall be deemed active and continuous service for all purposes. Any fees paid to a member for such service shall be remitted to the City.

B. Examination Leave

Time off with pay shall be allowed to bargaining unit members to participate in promotional Civil Service Tests occurring during regular work hours for the employee taking the test.

Section 22.3 Injury Leave

Physical injury for purposes of this Article shall be defined as any injury compensable under the Workers' Compensation laws of the State of Ohio.

- A. Any covered employee who is disabled as a result of a service connected physical injury shall be entitled to receive his full salary during such period of disability up to a maximum of four hundred thirty two (432) hours. If the employee is still unable to return to work at the end of the paid injury leave he/she may request a leave without pay. However, no leave hereunder shall exceed a total of twelve (12) months. An employee granted a leave under this section shall continue to be covered under the City's group health and life insurance plans under the same conditions as coverage would have otherwise been provided.
- B. The following conditions will apply to injury leave:
 - 1. The employee must submit a physician's statement to the Human Resources Director to qualify for injury leave. The statement shall include a diagnosis and an estimated return to work date. If the estimated return to work date extends beyond twelve (12) weeks, or if the physician extends the return to work date during the leave, the employee may file a lost-time claim with the Bureau of Workers' Compensation.
 - 2. An employee has the option of using sick leave pending approval of a Bureau of worker's Compensation claim. Once the Bureau of Workers' compensation approves the claim, any sick leave used during the pendency of the claim will be credited back to the employee's sickleave accrual.
 - 3. An employee will not be required to substitute accrued sick, vacation or compensatory time for any part of an injuryleave. An employee may elect to use accrued leave after using the four hundred thirty two (432) hours of paid injury leave.
 - 4. An employee may request intermittent leave for medical appointments related to the injury or due to a reduced work schedule as a result of the injury. The intermittent leave will be deducted from the four hundred thirty two (432) hours of paid injury leave.
 - 5. The City reserves the right to obtain a second and, if necessary a third opinion at its expense, periodic reports on the employee's status and intent to return to work and a fitness-for-duty report to return to work. If it is necessary to obtain a third opinion, the City and the employee will mutually agree on the selection of the

physician.

6. If an employee receives temporary total disability payments for any portion of the paid injury leave the payment will be turned over to the City. Vacation and compensatory time are exempt from the reimbursement to the City.
7. An employee on an unpaid injury leave will not accrue vacation or sick leave. Seniority shall continue to accrue for the full term of the injury leave.

Section 22.4 Conversion of Sick Leave

On or before October 30th of each year, an employee may notify the Human Resources Director by written or electronic communication of his election to receive cash payment for those sick leave hours accumulated in excess of nine hundred sixty (960) hours, on a four (4) to one (1) of accumulation to pay basis. The employee must have no less than nine hundred sixty (960) hours of sick leave after the conversion permitted herein. Payment shall be made on the first pay date in December. Employees hired after January 1, 2015 shall not be eligible for this provision. All employees hired prior to January 1, 2015 shall remain eligible for conversion of sick leave under this section.

Section 22.5 Family and Medical Leave

In accordance with The Family and Medical Leave Act of 1993 (FMLA) the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provision of state and federal law and as specified and described in the Employer's policy manual. Employees on medical leave that qualify for family medical leave under the guidelines of the FMLA must use any accrued sick leave, vacation time, and compensatory time to the extent available during and concurrent with FMLA leave. Employees are asked to refer to the Human Resources Director for further questions and information.

Section 22.6 Military Leave

Employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty (30) days in any federal fiscal year. An employee shall be paid his/her regular wages up to a maximum of two hundred forty (240) hours during any one fiscal year. An employee who is called to active duty for a period in excess of thirty (30) days in any federal fiscal year because of an executive order issued by the President of the United States or an act of Congress shall have his/her longevity pay, if applicable, prorated to reflect the days absent due to military leave. The employee shall furnish to the City copies of military orders. In addition, an officer

who has been called up to active duty beyond the thirty (30) calendar days shall continue to receive medical benefits and any other benefits required by law for sixty (60) days from the date of call up.

SECTION 22.7 PARENTAL LEAVE:

Parental leave of up to a maximum of 180 hours will be granted to parents who are eligible full-time employees for a single event birth or adoption (single or multiple children), excluding adoption of a spouse's child(ren). Any employee granted leave under this section shall continue to be covered under the city's group health, life, and AD&D insurance. The parent shall be entitled to receive full salary for up to a maximum of 180 hours of parental leave. To receive the full leave, all parental leave hours must be used within 10 weeks of the qualifying birth or adoption and at least 135 hours must be taken consecutively. The remaining hours may be taken on a part-time schedule with the approval of the employee's immediate supervisor. Employees who are on parental leave are not required to use any accrued sick leave, vacation time, or compensatory time prior to taking parental leave. FMLA leave will be taken concurrent with parental leave. Any paid holidays that occur during parental leave will not count against the allowed parental leave time.

For the purposes of this section, "parent" shall mean an employee who resides in the same household as the child and is a biological parent of the child; a domestic partner of the biological parent; an adoptive parent; or a domestic partner of an adoptive parent. To be eligible for parental leave under this section, employees must be eligible for FMLA. New employees that are not eligible for FMLA may be allowed to use parental leave. New employees are asked to refer to the Human Resources Director for further questions and information.

SECTION 22.8 MODIFIED DUTY.

- A. The City of Athens' goal is to assist employees to return to work at the earliest date possible following an injury or illness. This Modified Duty Policy outlines under what conditions an employee would be eligible, as well as the benefits to both the employee and the city. All full-time employees are eligible under this policy.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resources (HR) department.

- B. Modified Duty is an assignment that is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skills and level of experience as determined by the employer, and which the employee can perform without violating any medical restriction imposed as a result of a temporary disability, sickness or injury, for which the employee is compensated at his or her normal rate of pay and benefits. Modified duty may not be available for certain positions based on the nature of the job and operational needs.

Modified duty assignments are not guaranteed. The number, availability, and duration of such assignments are limited by departmental needs as defined by the department

head and Human Resources.

If restrictions as noted on the physician's release to return to work form or "Certification of Health Care Provider" form are determined to be permanent, the employee is not eligible for a modified duty assignment.

Modified duty assignments may not exceed beyond 240 hours per event.

In the event an employee refuses modified duty (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform modified duty assignments, the city is under no obligation to provide employment.

C. Applying for and Performing Modified Duty Assignments

Upon receipt of a Certification of Health Care Provider form releasing an employee back to work, a modified duty assignment will be considered. Once an assignment is approved by the department head and Human Resources, the employee may be provided with a temporary position for modified duty. The employee will receive a modified job description along with goals and objectives for the modified role.

Together with the employee, the city will determine appropriate work hours based on the employee's ability to perform the temporary position. The city reserves the right to determine the availability and appropriateness of all modified duty work assignments.

Managers will routinely monitor work performance to ensure the employee is meeting the expectations of the role and not exceeding the requirements set forth by the employee's healthcare provider. The employee will review their progress and ability to transition back to fulltime work duties after a maximum of 240 hours of modified duty. Should an employee require additional time to recover, a doctor's note is to be provided to HR detailing the return date to full duty status and the employee will be required to use vacation, sick, comp time under the employees current FMLA claim, or worker's compensation benefits, as applicable.

ARTICLE 23 PAID ABSENCE DAYS

Any employee in an active work status and who does not utilize any of his sick leave for any forty-five (45) consecutive calendar day period shall be entitled to four (4) hours of paid absence time off. Paid absence time off must be requested in the same manner as a sick, vacation or holiday request and is subject to approval based upon the workload requirements of the Employer. The forty-five (45) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends forty-five (45) calendar days later. Paid absence days must be taken in no less than four (4) hour increments and must be used within one (1) year of the date of earning and are to be deducted from sick leave.

ARTICLE 24 UNIFORMS

Section 24.1 Initial Issue

The City shall furnish the basic uniform and equipment (for all new employees required to wear same) according to the schedules in Section 24.3. Articles of clothing and equipment remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay.

Section 24.2 Allowance

A. Sworn Personnel

After completion of one (1) year of service, each employee covered under Schedule A shall receive the following amounts per year for uniform purchases and maintenance.

Year	Amount of Allowance
2024	\$1300.00
2025	\$1400.00
2026	\$1500.00

Sworn personnel required to wear "plain clothes" shall be permitted to use their annual allowance. "Plain clothes" officers may buy clothing necessary to adequately carry out their assignments and as approved by the Police Chief.

The allowance amount shall be divided and paid directly to the officers at the end of each quarter for the purposes of maintaining their uniforms (1st Quarter - 25%, 2nd Quarter - 25%, 3rd Quarter - 25%, 4th Quarter - 25%).

B. Account Basis

All payments shall be on an "account basis" to be used throughout the year by each covered employee. All uniform maintenance purchase requests, except emergencies and dry cleaning, shall be submitted by November 15th of each year.

C. Uniform Changes

When uniform changes are mandated by the City, the initial change shall be paid for by the City.

D. Use of Money "On Account"

Uniform "cleaning" and "clothing allowance" may be used interchangeably provided, however, that the total allowable expenditure shall not exceed the total amount authorized under Sections 2 and 4 of this Article.

E. Items Not Listed in Schedules

Uniform and equipment items not specifically listed on the initial issue (Section 24.3) may be purchased after receiving approval from the Chief of Police or his designee.

F. Damaged Uniforms

Uniform items damaged in the discharge of law enforcement duties shall not be charged to the employees' maintenance allowance.

G. Replacement of Personal Items

The City shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses and wrist watches damaged in the non-negligent performance of their duties in the following amounts:

- not more than \$200.00 for corrective glasses
- not more than a value of \$75.00 for wrist watches

Section 24.3 Uniform Schedules

Police Officers and Lieutenants

Shirts, Winter	5
Shirts, Summer	5
Ties	2
Tie Bar	1
Socks	5 pr.
Shoes, Summer	2
T. Shirts (blue)	5
Boots, Winter	1 pr.
Jacket, Multi-seasonal	1
Hat, multi-seasonal-sized to fit	1
Hat, kniUpolar fleece cap	1
Belt	1
Name Plate	1
Hat Badge	1
Breast Badge	2
Collar Brass	1 set
Gun Belt	1
Holster	1
Tennis/jogging shoes	1 pr.
Rain Cover	1
Rain Coat	1
Handcuffs	1 pr.
Handcuff Case	1
Beltkeepers	1 set (4)
Gloves	1 pr.
Key Ring Holder	1
Long Johns	1
Protective Vest	1
Flashlight Holder	1
Flashlight Traffic Wand	1
Flashlight, Recharger	1
Ticket Tin	1
Forms Tin	1
Special Duty Hat, Cloth	1
2-piece utility suit	1
Equipment Bag	1
Magazine Holder	1
Radio Holder	1
Eye and Ear Protection (Firearm)	1 each
Off Duty Holster	1
Badge, Belt Clip	1
Medical Glove Pouch	1
Ear piece for department-issued radios	1

Special/Safety Equipment Schedule

Revolver/Pistol (specific to assignment)	1
Protective Vest	1
Gas Mask	1
Riot Baton	1
Duffel Bag	1

Section 24.4 Probationary Employees

During the first year, probationary employees shall be permitted to use up to three hundred dollars (\$300.00) of the clothing allowance for cleaning and replacement of uniform items.

**ARTICLE 25
INSURANCE****Section 25.1 Coverage****A. Life Insurance**

The City shall provide and pay the premiums on Group Life Insurance in the amount of twenty-five thousand dollars (\$25,000) and Accidental Death and Dismemberment Insurance in the amount of twenty-five thousand dollars (\$25,000). Coverage will be effective from the date of full-time employment and terminate on the last day of full-time employment.

B. Prescriptions

The City will provide:

1. Retail

A prescription drug plan in which employees will be responsible for the co payments listed below for covered prescriptions and refills dispensed for not more than a 34 day supply or 100 unit doses, whichever is greater.

2. Mail-in or on-line ordering system

A prescription drug plan in which employees will be responsible for the co payments listed below for covered prescriptions and refills dispensed for a 90 day supply.

	Retail	Mail-in or On-Line
Generic	\$10.00	\$10.00
Brand name where there is no generic equivalent	\$25.00	\$45.00
Brand name where there is a generic equivalent	\$45.00	\$85.00

If the prescribing physician determines that a brand name drug is medically necessary when there is a generic equivalent, the physician must submit a letter of medical necessity to the Human Resource Director for consideration. If the exception is approved, the prescription will be dispensed at the same co-pay as brand name drugs which have no generic equivalent.

C. Medical Benefits

Employees will select health benefits under the Flexible Benefits Plan during December of each year to be effective January 1st of the following year. Employees who were not enrolled in the Health Benefit Plan at their time of hire are eligible to enroll under the annual enrollment period. Employees may also enroll at the time of a special qualifying event.

D. City Plan

1. Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.
2. Effective July 1, 2018, Employees will pay a monthly contribution equal to thirty-five percent (35%) of the fixed costs of the health benefit plan. Every January 1st thereafter, the fixed cost will be adjusted in order that employees continue to contribute thirty-five percent (35%) of fixed costs not to exceed the following monthly premiums:

Single	\$75.00 per month
Employee + 1 dependent	\$90.00 per month
Family	\$110.00 per month

3. Benefits and co-pays are as stated in the plan document prepared by the City's third party administrator. A summary plan booklet will be provided to each employee.
4. Deductibles are as follows:

	In Network	Out-of-Network
Single	\$100.00	\$150.00
Employee + 1 dependent	\$200.00	\$300.00
Family	\$300.00	\$600.00

Section 25.2 Eligibility

- A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Health and Prescription Drug Benefit Plans within two (2) weeks of the date of hire, with coverage beginning on the first day of the second calendar month following date of hire. Coverage will terminate on the last day of the month in which employment terminates. Should an employee die in the performance of their duties; the City shall continue coverage for the covered dependents for a period of three (3) months following the date of death.
- B. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.
- C. Employees are afforded the opportunity to enroll in the Flexible Benefits Plan under the provisions of Code Section 125 during open enrollment, in accordance with the plan conditions.
- D. Employees who provide satisfactory evidence of family coverage for health care benefits to the Human Resources Director, other than coverage provided by the City of Athens, may waive family coverage by the City. Single employees may not waive coverage.
- E. When spouses or domestic partners are both employed by the City and are eligible for health benefits, the employee with the earliest date of hire will be the insured employee.

Section 25.3 Liability Insurance

The City shall continue to furnish five hundred thousand dollars (\$500,000.00) of liability insurance with the entire premium paid by the City.

Section 25.4 Dental and Vision Insurance

The City shall provide the same arrangement for dental and vision care insurance that is currently in effect.

Section 25.5 Employee Assistance Program

The City will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services is governed by the terms and conditions of the City's group health benefit plan. The City will not be responsible for charges incurred by employees who are not covered under the City's benefit plan.

Section 25.6 Affordable Care Act

The parties understand that the Affordable Care Act (ACA) was enacted by the federal government on March 23, 2010. The parties further understand that many of the ACA mandates may be implemented over the period of this Agreement. The parties agree that the Employer is required to comply with this

Act. The Employer will notify the Union of any changes contemplated to maintain legal compliance. Once notified, the Union can request a labor-management meeting to discuss the impact and/or effect on its membership.

Section 25.7 Wellness/Fitness Incentive

Law enforcement personnel should be encouraged to maintain their fitness level. An annual physical and physical agility test, as determined by the Chief in consultation with the Human Resources Director, will be offered to patrol officers and lieutenants that are capable to participate. These tests are encouraged, but are optional. Employees that successfully complete a physical and physical agility test will be given a \$1000.00 benefit. The incentive will be paid on pay #22. Management must submit the roster of completed incentive participants to Human Resources prior to the pay #22 pay period.

ARTICLE 26 OFFICER IN CHARGE

Section 26.1 Officer In Charge Command Pay

Any patrol officer who is required to temporarily perform at the rank of lieutenant and performs the responsibilities of a lieutenant for a minimum of one (1) hour shall be paid an additional five dollars (\$5.00) per hour for the hours actually worked in the higher rank. However, lieutenants shall have the right of first refusal in filling vacancies of other lieutenants. A patrol officer will not be asked to handle grievances, internal investigations or discipline while working out of rank.

ARTICLE 27 EDUCATION INCENTIVE AND TUITION REIMBURSEMENT

Section 27.1 Education Incentive

Effective with payroll #1 for 2024, all employees covered hereunder who possess an associates degree from an accredited institution of higher education as determined by the City shall receive an incentive payment of thirty dollars (\$30.00) per bi-weekly pay period for the length of this agreement.

Employees who possess a bachelor's degree from an accredited institution of higher education as determined by the City shall receive an incentive payment of forty-five dollars (\$45.00) per bi-weekly pay period for the length of this agreement.

Employees who possess a master's degree in a public safety related field from an accredited institution of higher education as determined by the City shall receive an incentive payment of sixty dollars (\$60.00) per bi-weekly pay period for the length of this agreement.

Section 27.2 Tuition Reimbursement Policy

The reimbursement policy effective January 1, 2008 shall apply to all employees covered by this Agreement. Final approval authority would rest with the Mayor.

ARTICLE 28 PARKING AND RADIOS

Section 28.1 Parking

Employees reporting for duty may park anywhere in the parking garage except reserved parking or at any metered parking space on the street at no cost to the employee. This privilege shall exist so long as the City of Athens, Ohio maintains ownership of the parking garage.

Section 28.2 Radios

The City of Athens agrees that all police cruisers purchased shall be equipped with am/fm radios.

ARTICLE 29 SUBSTANCE ABUSE TESTING

Section 29.1 Drug Testing

1. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the employer's services and as posing a danger to the public's health and safety, as well as that of the employees. It is recognized that the employer and the employees have the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
2. The Chief of Police or his designee may order any employee of the Department to undergo a drug or alcohol screening test randomly and/or whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances. Reasonable cause must be based upon specific facts indicating that a particular employee in question has used or is under the influence of illicit

drugs, alcohol or controlled substances.

3. If the test(s) are positive, indicating that the employee has used illicit 2 drugs, alcohol or controlled substances, the employer may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment of .05 percent as registered on a certified Breathalyzer. The employer may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory test shall be made by a medical professional or institution qualified to administer such a test.
4. If the screening test and confirmatory test are positive, the employer may discipline the employee up to and including discharge. For up to one (1) year, no employee who participates in a rehabilitation or detoxification program shall be discharged because of the handicapped condition during the time he/she participates in a rehabilitation or detoxification program. An employee who notifies the employer that he/she is an alcoholic or a drug addict, may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he/she participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. However, the total leave period including sick leave, vacation leave, personal days, compensatory time or leave of absence without pay shall not exceed one (1) year. Upon completion of such program, if a retest demonstrates that the employee is no longer using alcohol or drugs, the employee shall return to his/her position. Such employee may be subject to periodic retesting for drugs or alcohol upon his/her return to his/her position.
5. Employee shall be subject to disciplinary action up to and including discharge if the employee:
 - (1) Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
 - (2) Fails to complete or participate in a program of rehabilitation or detoxification; or
 - (3) Tests positive at any time up to one (1) year after his/her return to work upon completion of a program of rehabilitation or detoxification.
6. All test results and actions taken under or pursuant to this article shall be kept confidential in accordance with state and federal law.

7. The employer shall pay for drug and alcohol screening and confirmatory tests which are ordered by the employer.

ARTICLE 30 REIMBURSEMENT OF TRAINING EXPENSES

Section 30.1 Reimbursement

Any employee who voluntarily separates from employment with the City during, or within one (1) year after completing the new-hire probationary period shall reimburse the City any training expenses that the City incurred during the thirty (30) months prior to the separation.

ARTICLE 31 PURCHASE OF SERVICE WEAPON

An employee who honorably retires from active duty may purchase his/her service handgun from the Athens City Police Department. The cost of the service weapon shall be one dollar (\$1.00). If an employee is marked off duty for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service handgun, unless the employee provides the Athens City Police Department and the City Human Resource Director with a statement within ninety (90) days of the employee's retirement from a psychiatrist or licensed psychologist, that the employee is competent to receive his/her service handgun. If such a statement is provided within ninety (90) days of the employee's retirement, the employee shall be given the opportunity to purchase his/her service handgun. The word "retirement" as used in this section shall mean receiving a pension from the state pension system upon separation from the City.

ARTICLE 32 PROMOTION

Police Officers must have four (4) years or more of fulltime continuous service with the Athens City Police Department before they may be considered for promotion to the next higher rank. Filling of positions will be in accordance with this article and Section 124 of the Ohio Revised Code.

ARTICLE 33 DURATION

Section 33.1 Duration

Except as otherwise specified herein, this Agreement shall be effective from the

first day of the pay period containing January 1, 2024 and shall remain in full force and effect until the last day of the last full pay period in 2026.

If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be Pursuant to the rules of the State Employment Relations Board O.A.C. 4117-9-02.

The parties shall sign this Agreement within thirty (30) days after ratification by both parties or after a settlement is imposed on the parties by operation of law. The Union will be responsible to provide the members with copies of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have set their hands this ____ day of

_____, 2023

For the FOP, OHIO
Labor Council, Inc.

For the City of Athens

Keith Washburn,
Staff Representative

Steve Patterson, Mayor

Ethan Doerr,
Member Patrol Unit

Lisa Eliason, Law Director

Adam Claar,
Member Lieutenant Unit

Andrew Stone,
Service-Safety Director

Destry Flick,
Member Patrol Unit

Ron Lucas, Jr.,
Human Resources Director

0-138-23

Introduced by the Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR'S EXECUTION OF AN AGREEMENT WITH THE ATHENS CITY FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, AND THE CITY OF ATHENS COMMUNICATION OFFICERS, CONCERNING WAGES AND WORKING CONDITIONS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Athens City Council does hereby authorize the Mayor's execution of an employment agreement with the Fraternal Order of Police, Ohio Labor Council and the City of Athens Communications Officers, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: The effective date of said agreement is January 1, 2023 through December 31, 2026.

SECTION III: Any ordinances or resolutions inconsistent with the terms of the attached agreement are hereby repealed.

SECTION IV: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

THE



CITY OF ATHENS, OHIO

AND



THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

CASE NUMBER: 2020-MED-10-1229

COMMUNICATION OFFICERS

January 1st, 2024 through December 31st, 2026

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ARTICLE 1 AGREEMENT

Section 1.1 Purpose

This Agreement, entered into by the City of Athens, Ohio hereinafter referred to as the "City" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council", "Union" or "OLC" has as its purpose the following:

- (a) To promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Labor Council.
- (b) To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties.
- (c) To prevent interruptions of work and interference with the efficient operation of the Police Department.
- (d) To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees, and the Labor Council.

Section 1.2 Modification of Agreement

The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.3 Savings Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law, administrative tribunal, or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.4 Extent of Contract

A. Contract Coverage:

- 1. All matters addressed in this contract are governed exclusively by this contract.

2. The parties recognize their obligation to negotiate only the changes in terms and conditions of employment specified in O. R. C. §4117, as interpreted by the State Employment Relations Board. The parties agree that prior to invoking any requirement for formal negotiations during the term of this contract, they will meet and make a good faith effort to resolve matters informally.

B. Past Practices and Interpretations:

1. Past practices shall be accorded no status in this contract except to the extent governed by A. 2. above. Both parties have, in good faith, availed themselves of the opportunity to freely discuss any pending or requested changes in the terms and conditions of employment which are proper subjects of negotiation.
2. Either or both parties may introduce, for the purposes of dispute resolution pursuant to this contract, evidence relating to past interpretation of language in the predecessor contract, which has not been specifically altered during the course of negotiations.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time non-probationary employees that have been certified by the State Employment Relations Board in the following units:

Dispatchers Certified in Case Number 85-VR-01-2775

Section 2.2 Exclusions

The following positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded: Chief; Captain and all positions excluded pursuant to § 4117 of the Ohio Revised Code.

Section 2.3 Positions

The City shall not attempt to abridge this Agreement by changing the rank

structure or classification designation of any employee during the length of this Agreement, with the purpose to eliminate such employees from the bargaining unit.

Section 2.4 Voting

Any vote on matters pertaining to this Agreement will be solely on the vote of Fraternal Order of Police, Ohio Labor Council members who are employees of the City of Athens, Ohio.

ARTICLE 3 UNION SECURITY AND UNION BUSINESS

Section 3.1 Dues Deduction

A. Ohio Labor Council Dues

The City agrees to withhold the monthly Ohio Labor Council dues (divided into twenty-six (26) substantially equal amount) of any Union member upon presentation of an "Authorization for Payroll Deduction" form from the available wages earned each month. The form, which shall be provided by the Labor Council, will be individually and voluntarily completed by Union members who want this deduction.

Once deducted, the City agrees to transmit the monthly amount of Labor Council dues to the Ohio Labor Council in the manner prescribed as soon as practicable, but no later than thirty (30) days following the date of pay in which the dues were withheld. As often as is necessary to provide the most current information, the Ohio Labor Council will notify the Athens City Auditor of the amount of dues it charges and its current membership.

B. FOP Lodge Dues

In addition to the above Ohio Labor Council dues, the City also agrees to deduct FOP Lodge dues of members who have authorized such deduction. The deduction shall be made in the same manner as Ohio Labor Council dues and shall be forwarded to the Southern Ohio Lodge #55 at the remittance address provided by that Lodge as soon as practicable, but no later than thirty (30) days following the date of pay in which the lodge dues were withheld. As often as is necessary to provide the most current information, the Southern Ohio Lodge #55 will notify the Athens City Auditor of the amount of dues it charges and its current membership.

C. Probationary Employees

Dues deduction shall not be permitted for probationary employees (excluding promotional probationary employees) until the completion of the probationary period.

D. Fair Share Fee

Not more than sixty (60) days from the effective date of an employee's full time non-probationary appointment, any employee who does not elect to become a member of the Union shall pay to the Union a fair share fee as a condition of employment. The fair share fee is automatic and does not require the written authorization of the employee. As provided in Ohio Revised Code §4117.09(C), nothing in this article shall require any employee to remain or become a member of the Union. The fair share fee shall not exceed the dues paid by members of the Union in the same bargaining unit. The Union agrees to implement a fair share rebate plan that meets the requirements of state and federal law. Copies of the Union's rebate plan shall be available upon request.

Section 3.2 Maintenance of Membership

All employees in the bargaining units covered by this Agreement who are members of the Ohio Labor Council as of the date of this Agreement, and all future employees who become members of the Ohio Labor Council shall, for the term of this agreement, continue to be members of the Ohio Labor Council.

An employee shall have the right to revoke dues authorization by submitting a signed, written revocation authorization to the City Auditor and the Ohio Labor Council effective only at the expiration date of this Agreement.

Section 3.3 Membership Cancellation

A member may withdraw authorization for dues deduction by the City for The Ohio Labor Council by directing his request in writing to the City Auditor, with a copy to the Ohio Labor Council.

Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
 2. Transfer of the employee from the bargaining unit;
 3. Expiration of this Agreement.
- B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.
- C. The Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee or the Ohio Labor Council arising from deductions made by the

Employer for Ohio Labor Council dues pursuant to this Article, except the non-payment of funds deducted from the employees' pay.

- D. The Southern Ohio Lodge #55 hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee or the Southern Ohio Lodge #55 arising from deductions made by the Employer for FOP Lodge dues pursuant to this Article, except the non-payment of funds deducted from the employees' pay.

Section 3.4 Bulletin Boards

The City shall provide at the Athens Police Department, a bulletin board for the use of the Labor Council. Labor Council officials shall be responsible for posting and or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their off duty time. Notices or literature posted does not first have to be approved by the Chief of Police.

The Labor Council agrees that the bulletin board will be kept clean and no notices will be placed on the bulletin board which contains:

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material.

Section 3.5 Ballot Box

The Labor Council shall be permitted, upon prior written notification to the Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the box nor its contents shall be subject to the City's review. Such balloting shall not interfere with work activities.

Section 3.6 Place for Meetings

Meetings of the committees of the Labor Council will be permitted on City property when space is available and where work is not interrupted by such meetings. Such meetings will not be held during the regularly scheduled duty hours of the participants on the day in question.

Section 3.7 Use of Departmental Mail systems

The Labor Council shall be permitted to utilize, at no cost or loss of time to the City, the Departmental mail slots and/or the City's intranet office email system for the purpose of providing information pertaining to Labor Council business to bargaining unit employees. The Labor Council agrees that the use of the mail slots and/or the intranet office email system will be reasonable and limited to providing information that is necessary for the normal conduct of Labor Council business or bargaining unit representation. All mail placed into the mail slots by the Labor Council shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the City.

**ARTICLE 4
MANAGEMENT'S RIGHTS****Section 4.1 Management's Rights**

Except to the extent expressly modified by the provisions of this Agreement, Management reserves and retains solely and exclusively all of its legal rights to manage the operations of the Division of Police of the City of Athens, Ohio. The rights of Management shall include, but are not limited to, its rights to determine the facts which are the basis of Management's decisions: to establish, change, or abolish policies, practices, or procedures for the conduct of the Division of Police and its services to the citizens of Athens, Ohio, consistent with the provisions of this Agreement.

Such Management rights shall include:

1. Determining matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its over-all budget, utilization of technology, and organization structure;
2. Directing, supervising, evaluating or hiring employees;
3. Maintaining and improving the efficiency and effectiveness of governmental operations;
4. Determining the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. The ability to suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
6. Determining the adequacy of the work force;

7. Determining the overall mission of the employer as a unit of government;
8. Effectively managing the work force;
9. Taking actions to carry out the mission of the public employer as a governmental unit.

Nothing herein shall prevent employees from presenting their grievances in accordance with the provisions of the grievance procedure Article.

Section 4.2 Limitations

The foregoing specific rights shall in no way be a limitation on general Management rights of the Employer to direct or control the work force and general affairs of this Employer. Nothing in this Agreement shall be interpreted as an abdication of said authority or responsibility, and the only limitations on the Management's rights shall be the specific limitations agreed upon in this Agreement.

Nothing herein shall prevent employees from presenting their grievances in accordance with the provisions of the grievance procedure Article.

ARTICLE 5 NON-DISCRIMINATION AND GENDER

Section 5.1 Discrimination

There shall be no discrimination, harassment or pressure by the City or the Labor Council against any employee on the basis of such employee's membership or non-membership in the Labor Council. Additionally, neither the Management nor the Labor Council shall discriminate on account of race, color, creed, religion, sex, political affiliation, age, veteran status, sexual orientation, or disabilities.

The City of Athens, by ordinance also prohibits discrimination based on national origin, marital or family status and gender identity or expression. Both parties to this Agreement agree that they shall abide this ordinance and shall not discriminate against any employee based on national origin, marital or family status and/or gender identity or expression.

The parties acknowledge that although political affiliation is not a protected category, that neither of them will discriminate against any employee based on their individual political affiliation.

Section 5.2 Gender

Whenever the context so requires, the use of words herein in the singular shall

be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reasons of sex.

ARTICLE 6 REPRESENTATION RELEASE TIME

Section 6.1 Labor Council Business

The Labor Council representative from the bargaining unit covered by this Agreement or his designee shall be granted time off without loss of pay or benefits up to a maximum of twenty-four (24) hours and shall also be permitted to use any of his leave time (other than sick leave) up to a maximum of twenty-four (24) hours per year for the duration of this Agreement to perform Labor Council functions. The Labor Council representative from each bargaining unit may also serve as the Grievance Chairman and serve on the Labor/Management Committee.

Section 6.2 Conditions of Release

As a condition for the use of release time under this article, the employee representative from each bargaining unit shall provide a written request to the Chief of Police at least five (5) days in advance of the date upon which he or his designee desires to utilize any release time in excess of two (2) hours. All release time shall be with prior approval.

During his term in office, the employee representative from each bargaining unit shall continue to be required to report daily to his supervisor at his assigned shift starting time, and he shall be required to apprise his supervisor of his whereabouts at all working times while he is performing the duties allowed by this Article.

During such service in this post, the employee representative from each bargaining unit shall continue his entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though he was at all times performing his job-related duties.

The employee representative from each bargaining unit will be required to drop or forego any of the activities allowed by this section, upon the direction of his supervisor, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Labor Council functions will not be unreasonably limited by the Administration or his supervisor nor will the employee representative devote unnecessary City-paid time to these functions. None of the duties of the employee representative herein described may be

conducted if City-paid overtime hours are required to fill his vacancy .

Section 6.3 Official Roster

The Labor Council/F.O.P. shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement.

This roster will be updated within thirty (30) days of any change, and will include the following:

- A. Name
- B. Immediate supervisor
- C. Position held

The City agrees that this roster shall not be made available to the public by the City, and only City employees with a legitimate need to know shall have access to the roster.

ARTICLE 7 NO STRIKE - NO LOCKOUT

Section 7.1 No Strike

During the length of this Agreement and any extension of the same, there will be no strikes or work slowdowns by employees of the bargaining units.

In the event any employee covered hereunder is engaged in any violation of this Article, the Labor Council shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and publicly denounce any such violations.

In the event any employee or group of employees of the City of Athens or any other labor organization or its members engage in any interruption of the City's business by way of strike or work stoppage of any kind, members of the bargaining units shall continue to perform their assigned duties within their job classifications.

Section 7.2 No Lockout

During the length of this Agreement, and any extension of the same, there will be no lockout of employees of the bargaining unit by the City of Athens.

ARTICLE 8 LABOR/MANAGEMENT MEETINGS

Section 8.1 Meetings

In the interest of sound Labor/Management relations, the Labor Council and the City will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 11.2 below. Meetings held within this Article will be by request of either party. Normally, no more than two (2) employee representatives of the bargaining unit covered by this Agreement, three (3) representatives of the City and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings. Labor Council employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

Section 8.2 Agenda

The party requesting the meeting shall furnish an agenda with the request for the meeting. Subjects that may be discussed at these meetings shall include (but are not limited to) the items listed below:

- A. The Administration of this Agreement;
- B. Notification to the Labor Council of changes made by the City which may affect bargaining unit members;
- C. Discussion of grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Dissemination of general information of interest to the parties;
- E. Provision of the opportunity for Labor Council representatives to share the view(s) of their members and/or make suggestions on subjects of interest to their members;
- F. Discussion of ways to improve efficiency and work performance; and
- G. Consideration and discussion of health, safety, and training matters.

Section 8.3 Reports

Written responses promised by the City representatives during such meetings to items raised by Labor Council representatives will be submitted to the Labor Council representatives who attend such meetings within ten (10) calendar days after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 9 PROBATIONARY PERIOD

Section 9.1 Communication Officers

All communication officers hired after the effective date of this Agreement shall serve a twelve (12) month probation period from the date of hire. The employee may be removed at any time and for any reason during the probation period and such removal shall not be subject to the grievance/arbitration procedure.

ARTICLE 10 SENIORITY

Section 10.1 Definition

A. Departmental Seniority

Departmental seniority shall be an employee's continuous services from the last date of hire as a full-time employee within the Department. Full-time or part-time employment with the City of Athens in another department will not count toward the exercising of seniority rights.

B. Classification Seniority

Classification seniority in any of the ranks covered by this Agreement shall be from the Date of Appointment in that specific rank or the date of receipt of certification as an Ohio peace officer, if after appointment. In the event two (2) or more members are appointed on the same day then test scores shall be the determining factor.

Notwithstanding the paragraph above, seniority time shall be prorated to reflect those periods of absence due to approved leave of absence without pay, suspension, or layoff.

Section 10.2 Seniority List

Every six (6) months, the Employer shall provide to the Labor Council representative, a seniority list showing the continuous service of each employee .

ARTICLE 11 LAYOFF AND RECALL

Section 11.1 Layoff Notification

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees as soon as is practicable in advance of the effective date of the layoff or job abolishment.

Section 11.2 Layoff

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Lieutenants will have the right to bump out the lower ranking Patrol Officer, if their departmental seniority qualifies. A Lieutenant must exercise his bumping rights within five (5) days of his notice of layoff.

All temporary, intermittent, part-time, and seasonal employees of the Police Department will be laid off before members of the bargaining units. No employees from other classifications shall fill the positions of communications officers if the members of that unit are on layoff. In the event sworn (law enforcement) personnel are laid off pursuant to this article, they may not displace (bump) civilian dispatchers.

Section 11.3 Recall Notification

The City shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Human Resource Director informed of his current residence or mailing address.

Laid off employees shall notify the Human Resources Director of any temporary absence from their regular address. The City agrees that an employee's recall rights shall continue until said employee is contacted or until seven (7) days have lapsed. Each laid off employee shall be entitled to one (1) temporary absence under this section.

Section 11.4 Time Limits

The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time, the next employee in line on the eligibility roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Service-Safety Director must report to work within three (3) days or at the discretion of the Service-Safety Director. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Laid off employees shall have recall rights for one (1) calendar year from the effective date of layoff.

Section 11.5 Probationary Period

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a new-hire probationary period at layoff shall be required to repeat such probationary period.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1 Grievance Defined

A "grievance" is defined as any complaint, by an employee, that the Management is in noncompliance with a provision of this Agreement. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 12.2 Time Limits

- A. If any grievance is not initiated within the applicable time frames after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.
- B. The limits in days under each section shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum. The time limits may, however be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.
- C. If any grievance is not initiated at the informal step within ten (10) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

Section 12.3 General

- A. Nothing required in this formal grievance procedure shall be construed as limiting the privilege of any employee covered hereunder having a complaint or problem to discuss the matter informally with any appropriate representative of Management and having such matter adjusted without

intervention and/or consultation of the Labor Council, provided the adjustment is not inconsistent with the terms of this Agreement. Such informal agreement may be subject to Labor Council investigation to ascertain that the decisions reached are not in violation of this Agreement. Step One procedure may be bypassed if the management respondent feels he/she does not have the authority to resolve the grievance.

- B. The Labor Council shall designate two (2) representatives from the bargaining unit covered by this Agreement for processing grievances or concerns. Any employee covered hereunder may consult a representative for assistance provided, however, any activity of this type shall be conducted at times which will not interfere with the duties assigned. Any such activity under this paragraph shall be on the basis of no loss or gain in pay by the employees covered under this Agreement.
- C. All written grievances should contain the following information:
 - 1. Aggrieved employee's name, classification and signature
 - 2. Date grievance is being filed
 - 3. Date, time and location (if appropriate) of incident giving rise to the grievance
 - 4. A description of the incident or statement of perceived facts
 - 5. Section(s) of the Agreement alleged to have been violated
 - 6. Desired remedy to resolve the grievance

Section 12.4 Procedure

All grievances shall be processed as follows:

A. Informal Procedure

Subject to 8.2 (B) any employee covered hereunder with an alleged grievance shall first discuss the matter with his/her immediate supervisor, either individually or together with his/her Labor Council representative. Dispositions of any grievances at this level shall be without precedent to either Management or the Labor Council for any purpose whatsoever.

B. Formal Procedure

Any grievance not answered by the Employer's representative within the stipulated time limits shall be considered to have been answered in the negative. Should management fail to respond timely, the grievant and/or Labor Council retains the right to appeal to the next step according to the procedure described herein.

1. Step One Immediate Supervisor

- a. In the event the grievant is not satisfied with the disposition of the grievance at the Informal Procedure level, or if no decision has been rendered by the immediate supervisor within seven (7) days after the discussion of the grievance referred to in the Informal Procedure, the grievant may file the grievance in writing with the shift lieutenant. Such filing in writing shall take place within seven (7) calendar days of the lieutenant's response and shall state the specific basis for the grievance and the specific section of this Agreement at issue.
- b. Within seven (7) days after receipt of the grievance, the shift lieutenant shall either issue a decision to the aggrieved person in writing or conduct a meeting to investigate the grievance.
- c. In the event the shift lieutenant desires, he/she may conduct a meeting to investigate the grievance. The meeting may include a supervisor(s) or his/her representative, the aggrieved person, the Labor Council representative, and any other employee of the City. In the event such a meeting is held, within seven (7) days following the day of the meeting, the shift lieutenant shall render his/her written answer to the grievance.
- d. If the Labor Council does not refer this grievance to Step Two of this procedure within seven (7) days after receipt of the decision rendered in this Step one, it shall be considered to be satisfactorily resolved.

2. Step Two Police Chief

- a. In the event the Labor Council is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within seven (7) days from the date of the receipt of the grievance or the holding of the Step One meeting, whichever is applicable, the Labor Council may appeal the grievance in writing, stating the specific basis for the appeal to the Chief by filing such appeal with the shift lieutenant and the Chief.
- b. The Chief or his designee shall, within seven (7) days of receipt of the Step Two appeal, conduct a meeting concerning the grievance. The meeting may include the aggrieved person, a Labor Council representative, the lieutenant involved, the Chief or his designee, and any other employee of the City directly involved in the issue. Within

seven (7) days after this meeting, the Chief or his designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the Labor Council, the supervisor and the Service-Safety Director.

3. Step Three Service-Safety Director

- a. In the event the Labor Council is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within seven (7) the holding of the Step Two meeting, the Labor Council may appeal the grievance in writing, stating the specific basis for the appeal to the Service-Safety Director by filing such appeal with the Chief and the Service-Safety Director within seven (7) days after receipt of the decision.
- b. The Service-Safety Director or his designee shall, within ten (10) days of receipt of the Step Three appeal, conduct a meeting concerning the grievance. The meeting may include the aggrieved person who filed the grievance, a Labor Council representative, any lieutenant involved, the Service-Safety Director, or his designee, any other employee of the City directly involved in the issue. Within ten (10) days after this meeting, the Service-Safety Director or his designee will issue the decision along with the reasons, in writing, as to the disposition of the grievance. A copy will be furnished to the aggrieved person, the Labor Council, the supervisor and the Chief.
- c. A disciplinary grievance involving demotion, termination, or suspension shall be submitted within seven (7) days after the employee knew of the event or condition upon which it is based directly to Step Three of the grievance process with a copy of the grievance provided to the Chief of Police.

Section 12.5 Arbitration

- A. The O.L.C. shall have the right to appeal any grievance, as defined in Section 8.1, to arbitration. Arbitration must be requested, in writing, within twenty-one (21) days after the written answer was given under Step Three of the grievance procedure set forth above. Otherwise, the matter shall not be subject to arbitration. In the event it is claimed by Management that any matter filed as a grievance is not a grievance as defined in Section 1, such issue may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue prior to hearing any evidence or issuing any ruling on the merits of the dispute.

- B. Notification of the intent of the Labor Council to appeal a grievance to arbitration must be submitted in writing to the Mayor within twenty-one (21) days after the written answer was given by the Service-Safety Director under Step Three of the grievance procedure. Upon receipt of such notification, the Mayor or his designee and the Labor Council will jointly request the Federal Mediation and Conciliation Services to provide the parties with a panel of arbitrators from which the parties can select an arbitrator. An alternate striking system shall be used with the initial strike to be determined by a coin flip. However, there is nothing prohibiting the parties from mutually agreeing on an arbitrator prior to requesting the panel from the FMCS.

Either party may once reject a list and request from FMCS another panel of names until a mutually agreeable arbitrator is selected .

- C. Management and the Labor Council shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each however, shall be responsible for the fees and expenses of its representatives.
- D. Unless contrary to law, the decision of the arbitrator shall be final and binding upon Management, the Labor Council and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement and shall only have the authority to interpret the provisions of this contract in light of applicable law as the same relate to the specific grievance appealed to arbitration.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law; or
2. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or making any award based on rights arising under any previous Agreement; or
3. Establishing any new or different wage rates not negotiated as part of this Agreement.

The arbitrator shall decide the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings

and the express terms of this Agreement.

Section 12.6 Representation

- A. During the term of this contract, no employee covered hereunder may be represented by any organization other than the O.L.C. in any grievance initiated pursuant to the provisions of this contract.
- 8. The O.L.C. and/or employee, as such shall have the right to file a grievance if the subject matter involved concerns an alleged violation of this Agreement as respects a matter affecting two or more employees covered hereunder.

Section 12.7 Miscellaneous

- A. Nothing in this Agreement shall require the Labor Council to pursue any grievance at any level or prohibit the Labor Council from exercising discretion in determining whether or not to pursue an alleged grievance.
- 8. Any step or time limits imposed herein may be waived or extended by the mutual consent of the parties in writing.

ARTICLE 13 INVESTIGATION AND DISCIPLINE

Section 13.1 Internal Investigation

- A. The City and the Labor Council recognize the need for a process whereby management can effectively maintain the honesty and integrity of the organization through a discipline process that is not so complex and vague in its wording that it is unenforceable and yet maintains just protection, dignity and generally recognized rights of the employee. The following procedure shall apply to all internal investigations or instances where the filing of criminal charges may occur.
- 8. Employees shall be informed of the specific nature, to the extent known at the time, of an incident or complaint prior to any interrogation and shall be informed whether the investigation focuses upon the filing of criminal charges or internal discipline.
- C. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, shall constitute the basis for such a charge. During interrogations where suspension, demotion, discharge is likely to occur, the employee shall be notified of his right to

have a maximum of two (2) representatives present. If the employee desires to have a representative present, he shall be given reasonable opportunity to consult with the representative before the interrogation begins.

- D. Management shall have the right to require employees to submit written reports of incidents under investigation. However, the employee shall retain the right to simultaneously submit to the Labor Council a copy of such report. The report may be used by Management or the Labor Council in taking action or defending said employee with respect to discharge or discipline.
- E. Recordings and transcripts made of discipline hearings held before the Chief of Police, Service-Safety Director or Civil Service Commission shall be made available to the Labor Council within five (5) business days of such request for purpose of defending an employee in the case of discipline or discharge.
- F. An employee who has been the subject of an investigation shall be informed, in writing of the outcome at the conclusion of the investigation. Management shall conduct all internal investigations in an expeditious manner and shall not engage in unwarranted delays. The employee under investigation shall have the right to approach management directly or through his representative to ascertain the status of the investigation. Reasonable efforts will be made to conclude the investigation no more than thirty (30) days after its commencement. The Labor Council and the employee will be notified about investigations that cannot be completed within thirty (30) days. If an extension of the initial thirty (30) day period is necessary, no more than five (5) separate thirty (30) day extensions will be permitted without the approval of the Labor Council.
- G. Before a citizen complaint can rise to the level of a formal complaint that can result in disciplinary action, there shall be a written statement signed by the complainant. Statements must be signed by the actual complainant or their legal guardian. Violations observed or substantiated by police supervisors do not constitute citizen complaints and do not require a citizen's signed statement. Unsubstantiated complaints shall not result in discipline of any kind.
- H. For purposes of this article, instruction/training or evaluations are not considered disciplinary actions.

Section 13.2 Disciplinary Procedure

- A. No employee shall be disciplined except for just cause.
- B. The principles of progressive disciplinary action shall be followed with respect to minor offenses. Normally, progressive discipline shall consist of an oral reprimand or a written reprimand; short term suspension; a long term suspension, demotion or discharge.
- C. The City may suspend an employee with pay during a portion of or pending the outcome of an internal investigation.
- D. The City shall not suspend without pay, demote or discharge an employee without first conducting a hearing. This hearing shall be held between the City, the employee and Labor Council representative provided, however, the employee desires to have a Labor Council representative present.
- E. The City agrees that all disciplinary hearings shall be carried out in private.
- F. Forty-eight (48) hours prior to the pre-disciplinary hearing, the employee will be provided with a written statement of specific charges of misconduct along with disclosure of all available material which may substantiate the charge. A maximum of two (2) employee representatives may be present at the pre-disciplinary hearing.

**ARTICLE 14
PERSONNEL FILE****Section 14.1 Personnel File**

There shall be only one (1) official personnel file and it shall be maintained by the City's Human Resources Director.

- A. Every employee shall be allowed to review and copy the contents of his personnel file at all reasonable times, upon written request. Any contents copied shall be identified by memorandum placed in the employee's personnel file. Memorandum clarifying and explaining alleged inaccuracies of a document in his file may be added to the file by the respective employee. Additionally, the personnel files are subject to review by the employee's representatives if prior written approval is submitted by the employee to the Human Resources Director.
- B. At the request of the employee, notations of oral reprimands will be removed from the employee's personnel files twelve (12) months after the effective date of the reprimand provided there is no intervening written notice of disciplinary action during the twelve (12) month period. Written reprimands will be removed from the employee's personnel file

eighteen (18) months after the effective date of the reprimand provided there is no intervening written notice of disciplinary action during the eighteen (18) month period.

- C. At the request of the employee, records of suspensions will be removed from the employee's personnel files twenty-four (24) months from the date of suspension provided there are no intervening disciplinary actions against the employee during the said twenty-four (24) months. After a twenty-four (24) month period demotions shall not be used in future disciplinary considerations.
- D. For the purposes of this section it is agreed that if an employee, who is entitled to the removal of a reprimand or suspension fails to request said removal, the expired document shall not be considered in subsequent disciplinary action.
- E. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.
- F. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Service/Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel files shall clearly reflect such disaffirmance.

The terms of this Article are subject to applicable federal and state laws, including but not limited to Ohio Revised Code 149.43, and the public records retention policies of the City of Athens.

ARTICLE 15 MISCELLANEOUS NON-ECONOMIC

Section 15.1 Rules and Regulations

The City agrees that Rules and Regulations of the Police Department shall be furnished to each member of the bargaining units in written form or via the intra-office email system.

To the extent possible, the City agrees that amendments to the Rules and Regulations shall be provided to the Labor Council representative in written form or via the intra-office email system fourteen (14) days in advance of their implementation. The Labor Council or any member of the bargaining units may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Rules and Regulations shall not violate any provisions of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to alter its work rules, policies or directives.

Copies of operational policies, procedures and directives, along with rules and regulations, need not be issued to each individual member, but must be made available via computer or in an accessible manual maintained at the police department after being explained to each member and documented in that person's department training file.

Section 15.2 Safe Equipment

The City agrees to discuss safety conditions and practices with the employees and the Labor Council. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the City.

Section 15.3 Training

The City agrees to supply training, equipment, and materials for such training as is required by the State or City as a condition of employment.

Section 15.4 Lunch Periods

Each employee of the bargaining units cover by this Agreement shall be granted a one-half($\frac{1}{2}$) hour meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, the employee's lunch break shall not be interrupted.

Section 15.5 Epidemic, Pandemic or Outbreak

In the event of an Epidemic, Pandemic or Outbreak of a major virus or infection, the City of Athens and the FOP will have a labor management meeting prior to the development of city policy regarding requirements to manage employee health and safety.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1 Intent

This Article is intended to define the hours of a work day, hours of a work week and to define the basis for the calculation of overtime.

Section 16.2 Work Day and Work Week

A work day shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall consist of five (5) work days followed by two (2) consecutive days off. Any hours in excess of forty (40) hours shall be paid at the overtime rate.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 16.3 Overtime

All hours worked in excess of a scheduled work shift as defined in Section 16.2 above or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act. Overtime shall be computed to the nearest half hour.

The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday.

There is no guarantee of overtime to any employee .

Section 16.4 Pay Checks

Employee checks are direct deposited only into account(s) designated by the employee. Check stubs are accessible online at the e-mail address provided by the employee.

The Auditor's Office can deposit any portion you choose into a separate checking or savings account an employee designates. Paychecks can be deposited into as many accounts as specified by the employee.

Section 16.5 Call-in Pay

"Call-in" occurs when an employee's supervisor specifically requests the employee to return to work after completion of his regular schedule but before he/she is scheduled to return to work.

Other than when specified herein, when an employee is called in at a time disconnected from his/her normal hours, the employee shall be paid at one and one-half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act, but no less than three (3) hours for such call-in, including time for parades and intoxilizer. An employee may voluntarily waive their right to three (3) hours minimum time by electing not to work three (3) hours.

Section 16.6 Court Time

For each appearance at a time disconnected from their normal hours, employees shall be paid at one and one-half (1½) times the regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act, for the actual hours at court, but not less than three (3) hours for such appearance. Such court appearances must be related to the employee's position with the City. Any fees received for such appearance shall be

remitted to the City within three (3) days of receipt.

Section 16.7 Overtime Opportunities**A. Method**

The Administration shall rotate scheduled overtime opportunities among qualified full-time communication officers who normally perform the work that is being assigned when the requirement of an assignment, as reasonably determined by the Chief or his designee dictates the need for a full-time communication officer. The Administration shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total-hours- worked and hours refused by each employee. Employees who show up for scheduled overtime shall receive one and one-half (1½) times their regular rate straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Federal Labor Standards Act. Overtime opportunities created hereunder shall be equalized whenever practicable. The City agrees not to assign a Patrol Officer or any other personnel to Communications Officers duty when full-time Communications Officers are available if said assignment would result in the Patrol Officer receiving overtime.

B. Refusal/No Response

An employee who refuses or fails to respond to a scheduled overtime assignment shall be credited with the amount of overtime refused as if it had been worked.

C. Mandatory Overtime**1. Communication Officers**

When an overtime opportunity for a communication officer cannot be filled through the normal equalization of overtime process, the opportunity may be filled by mandatory overtime. A communication officer will be mandated for a communication officer. Qualified full-time police officers will be offered the opportunity to work before a communication officer is mandated.

D. State of Emergency

If a state of emergency is declared by the Mayor of the City of Athens or the Athens County Sheriff and Non-Essential City Personnel are directed by the City administration to not report to work, employees on duty will receive two (2) times their hourly rate for all hours worked during the declared emergency. If a state of emergency is declared by the Mayor of the City of Athens or the Athens County Sheriff when Non-Essential City Personnel would not be scheduled to work, employees on duty will receive two times their hourly rate for all hours worked

during the declared emergency. For the purposes of a snow event, emergency is defined as level III only.

Section 16.8 Compensatory Time Bank

Employees, at their option, shall have the right to accumulate and maintain up to a maximum amount of 104 hours of compensatory time per calendar year. Time will accumulate at the rate of one and one-half (1½) hours for each overtime hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City Service, any unused compensatory time to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Minimums of compensatory time may be used in three (3) hour segments. If a patrol officer takes an entire shift off using compensatory time, they shall be charged hour for hour for that use, whether they take an eight (8) hour or twelve (12) hour shift off. Requests for the use of compensatory time must be submitted forty-eight (48) hours in advance and be approved by the Chief or his designee. The Chief or his designee may waive the advance notice. Lieutenants may approve increments of less than three (3) hours if it does not create an overtime situation.

Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. From the beginning of the first pay period of a year to the end of the last pay period of that year, an employee shall have the right to accumulate and maintain up to a maximum of one hundred and four (104) hours compensatory time. Annual compensatory payout will be based on the balance as of the first pay period in February to be paid the second pay of February. The compensatory time shall be paid at the rate of pay as the employee received for the final pay period of the year in which the compensatory time was earned. Compensatory time payouts will be processed on amounts accrued at five (5) hours or more. Any time under five (5) hours will be rolled over.

Bargaining unit employees may request additional compensatory time payouts outside of the second pay of February. Any request for compensatory time payout must be in writing to the Chief or his designee and shall be paid in the next full pay period after the Chief's or Designee's approval. Requests for compensatory time payouts outside of the "Annual Compensatory" payout shall be for no less than twenty (20) hours per request. Compensatory time payouts shall be paid on the next regular pay on a separate check or deposit.

Section 16.9 Pyramiding

There shall be no pyramiding of premium pay for the same hours worked.

Section 16.10 Trading Time

The practice of trading time between the Athens Communications Officers shall be done in compliance with the Fair Labor Standard Act. All hours worked or traded off due to trading time shall be documented on trade time request forms provided for the purpose and must be the result of voluntary agreements

between the parties. All time traded must be paid back within one year by the benefiting employee.

Hours traded through this practice shall in no manner become the liability of the City and no payment for said accrued trade time will be made under any circumstance if reciprocal payment for hours traded does not occur as agreed between the employees.

Section 16.11 Field Training Officer

When a communication officer is assigned the duties of Field Training Officer, the officer shall receive one-half($\frac{1}{2}$) hour of overtime for each cumulative eight (8) hour training period. This time may not be converted to compensatory time.

ARTICLE 17 WAGES

Section 17.1 Wage Scales

Section 17.1 Wage Scales

Employees covered by this Agreement will be paid according to the following wage scale:

Effective Date of Increase	Start	1 Year	2 Years	3 Years	4 Years
1 st day of 1 st full pay period 2024 (4.75%)	25.23	26.45	27.82	29.92	32.00
FTO Rate					3.00
1 st day of 1 st full pay period 2025 (4.5%)	26.36	27.64	29.07	31.26	33.44
FTO Rate					3.13
1 st day of 1 st full pay period 2026 (4.25%)	27.48	28.81	30.30	32.59	34.86
FTO Rate					3.27
	--	--	-	--	-

Employees in the communication officer classifications will move through the steps based upon the anniversary of their date of hire.

New hires in communication officer classification with prior police experience at a law enforcement agency of comparable size will be slotted into the steps according to the "experience levels" as described below.

For the purposes of slotting, experience at a village will not be considered. Experience with a University or College Police Department will be considered on a case by case basis. To receive credit for prior service there cannot be a break

in service other than giving job notice or vacation time. The prior service credit is at the discretion of the City. Prior Service Credit will be as follows:

Years of Service	Startina Step
2 years continuous full-time experience	Step 1 Year
4 year of continuous full-time experience	Step 2 Years
6 Years of continuous full-time experience	Steo 3 Years
8 years of continuous full-time experience	Steo 4 Years

Section 17.2 Pension Funds

The City's method of payment of annual wages to bargaining unit employees who are participants in the Ohio Police and Fire Pension Fund (OP&F) or the Public Employees' Retirement System (PERS) is as follows in order to provide for an annual wage reduction "pick up" of employee contributions to OP&F O/ PERS.

The total annual wage for each employee shall be the annual wage payable under the terms of the labor agreement. Such total annual wage of each employee shall be payable by the City in two parts: (A) deferred wages and (b) cash wages. An employee's deferred wages shall be equal to that percentage of that employee's total annual wage which is required from time to time by the respective retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to respective retirement system on behalf of that employee as a "pick up" and in lieu of the respective retirement system employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the "pick up" for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the respective retirement system based upon an employee's total annual wage. The total combined expenditures of the City for such employee's total annual wage payable under the terms of the labor agreement and the "pick up" provisions shall not be greater than the amounts it would have paid for those items had the "pick up" provision not been in effect.

Section 17.3 Retention Bonus

A retention bonus shall be paid at the end of years one (1), two (2) and three (3) for employees who have worked the previous year. Year 1 = \$500.00, Year 2 = \$750.00, Year 3 = \$1000.00 and will be paid during the second full pay period of the following year.

ARTICLE 18 SHIFT DIFFERENTIAL

Section 18.1 Shift Differential

A shift differential of one dollar twenty five cents (\$1.25) per hour will be paid for

all hours worked by an employee other than those between 0700 and 1500 (7 a.m. and 3 p.m.), Monday through Friday. Day shift employees who are held over beyond 3:00 p.m. shall be eligible for shift differential for hours actually worked beyond 3:00 p.m. Employees working overtime shall qualify for shift differential for hours actually worked other than those hours between 0700 and 1500 (7 a.m. and 3 p.m.), Monday through Friday.

Section 18.2 Method of Payment

Shift differential pay shall be paid for all hours actually worked or when an employee is in paid status by virtue of using vacation leave or sick leave. If shift differential pay is applicable under the terms of this Article, to a work day, and authorized overtime occurs in conjunction with the regular work day, the shift differential shall be paid for each hour of overtime work. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time, but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

ARTICLE 19 LONGEVITY

Section 19.1 Schedule

In addition to the wages specified in this Agreement, each employee covered by the terms of this Agreement shall be entitled to receive additional payment in accordance with the following schedule:

Completed Years of Service	Longevity Bonus
After 5 years of service	1% of base salary
After 7 years of service	2% of base salary
After 9 Years of service	3% of base salary
After 11 Years of Service	4% of base salary
After 13 Years of Service	5% of base salary
After 15 Years of Service	6% of base salary

Section 19.2 Payment

Longevity pay is based on a percentage of an annualized calendar year biweekly pay period of an employee. Base salary is regular earnings only and does not include extra pay such as overtime, shift differential, educational pay, etc. If an employee is on leave without pay at any time during the calendar year, these hours and pay must be deducted from the employee's yearly wages earned.

Longevity begins to be earned only after an employee reaches his/her 5th anniversary date. During that 5th year, the employee's longevity pay will be prorated from his/her anniversary date through the end of the calendar year. Employees that reach a new percentage level of longevity in the 7th, 9th, 11th, 13th or 15th years will be paid the prior percentage rate from the first of the year to the employee's anniversary date, and the new percentage rate from the anniversary

date to the end of the year of 26 biweekly pay periods.

Payment shall be made in a lump sum no later than the first pay in December of each year following the completion of the employee's anniversary period as set forth in Section 18.1 above.

Section 19.3 Eligibility

The years of service shall be determined by starting with the beginning of an employee's continuous full-time employment with the City of Athens. Personnel in a full-time employment status as of December 1, 1984, who have had discontinuous service, other than seasonal, contract or casual employment with the City shall have longevity pay computed on the basis of total actual years of service. Full-time employees hired after December 1, 1984, who have had previous service with the City shall have their longevity status computed on the basis of years of service from the most recent date of hire with no provision for previous years of service. Post hire military time and all approved leave time shall count. Any time lost due to suspension, layoff or leave without pay shall not count.

Employees hired or rehired after December 2005 shall not be eligible for longevity pay.

Section 19.4 Termination

In the event an employee eligible for payment hereunder, terminates employment, the annual payment provided herein shall be prorated for the period of such employment.

ARTICLE 20 HOLIDAYS

Section 20.1 Holidays

The following are designated as paid holidays:

Holiday	Observed
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
Employee's Birthday	

Section 20.2 Pay for Holidays

For purposes of holiday payment, the year for holidays shall be January 1 to December 31. Employees who work on any of the above-named holidays, excluding the employee's birthday, shall receive the current overtime rate for all hours worked on such holidays. For the purpose of calculating hours worked on a holiday, the holiday shall start at 11p.m. the day before the holiday and end at 10:59 p.m. the day of the holiday. In addition employees who have completed their normal tour of duty in an active pay status for the week in which one of said holidays falls, shall receive an additional amount of pay for such week equaling one-fifth (1/5) of the weekly pay of the classification pay grade and step in which he/she is serving as follows: payable no later than the last pay

in November, for the holidays in section 20.1 occurring in the calendar year of payment. Should an officer be terminated or resign prior to the end of the calendar year, but after payment of holidays, any overpayment of holiday pay will be subtracted from any balance of payroll or termination pay due that employee.

Employees that work overtime shall be paid double time and a half for the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving and Christmas.

**ARTICLE 21
VACATION****Section 21.1 Vacation Schedule**

Employees will be granted time off for vacations during each vacation year based upon the following schedule:

Lenath of Service	Vacation Credit
After 1 Year	10 days
After 6 Years	15 days
After 12 Years	20 days
After 18 Years	25 days
After 25 Years	30 days

Section 21.2 Vacation Eligibility

In order to be eligible for vacation with pay an employee must have been continuously employed by the City for at least twelve (12) months.

Section 21.3 Vacation Usage

Each employee entitled to vacation will schedule at least one (1) week of vacation on consecutive days. The balance may be taken in units of not less

than one-half (1/2) day.

An employee shall have the right to take vacations according to his/her classification seniority, subject to scheduling requirements of Management in accordance with the selection procedure of Sections 3 and 4 of this Article. The Chief or his designee may authorize the use of vacation leave in less than one half(1/2) day increments, but not less than one (1) hour increments. The authorization of vacation in increments of less than a half (1/2) day are at the sole discretion of the Chief or his designee and not subject to arbitration.

Section 21.4 Vacation Selection

The order of picking a vacation shall be by classification and shift seniority. No more than one (1) employee covered hereunder on each respective shift shall be permitted vacation leave at any one time. However, more than one (1) employee may be approved by the Chief or his designee for vacation leave on each respective shift as long as such approval would not create more than one mandatory overtime situation.

In order to be granted preference hereunder, requested vacation time must be submitted to the Chief by March 1st of each calendar year and submitted back to the officers by March 15th of each calendar year. Once vacation time is approved, only mutual consent or legitimate emergencies shall prevail to change the scheduled dates. After pre-scheduling one week of vacation, vacation periods of less than one week may be prescheduled after March 15th of each calendar year. Vacations of one week or more shall take precedence over vacation days regardless of seniority. Any block of vacation time will take precedence over a single vacation day request. A block of time for this purpose is identified as two (2) or more days.

Section 21.5 Separation

Upon separation from the City service, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) year's accrual.

Section 21.6 Vacation Accumulation

Employees shall be able to accumulate vacation up to a maximum of three (3) years. Employees who held vacation hours in excess of this three (3) year limitation as of the last pay in December 2017 shall be given five (5) years to use said vacation overage. This shall be done by using at least one-fifth (1/5) of the overage each calendar year, as approved by their immediate supervisor.

ARTICLE 22 LEAVES

Section 22.1 Sick Leave

Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as is necessary to make appropriate longer term arrangements.
- B. Exposure of an employee to contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Death of an employee's immediate family member.

An employee requesting sick leave shall cause notification to his immediate supervisor or other designated person, of the fact and the reason, one (1) hour prior to the time he is scheduled to report to work on each day of absence - unless other arrangements have been made with the supervisor. Notification to the immediate supervisor or designated person of the need for sick leave does not require the employee to state a diagnosis or divulge private health care information, but can be stated in generalized terms sufficient to be in accordance with sick leave use under this article.

The Service-Safety Director may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted.

For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and hours on paid sick leave). The City will apply the formula of 4.6 hours of sick time for each eighty (80) hours in a paid status, or any portion thereof, and apply this amount to the individual employee's total accumulation of sick leave time. This adjusted amount will apply only to overtime hours during the preceding calendar year and will be reflected on the first paycheck in March of each year. This increased amount will be for overtime hours worked and paid for by the City of Athens. The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

All employees will be eligible for payment of sick leave at time of retirement at the

rate of one (1) day's pay for each four (4) days accumulation up to a maximum of forty (45) days. When an employee passes away while in active employment, the surviving spouse or the estate of the deceased employee, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

For the purposes of this section, immediate family is defined as spouse, domestic partner, children, mother, father, foster parent or guardian, brother, sister, grandparent, grandparents-in-law, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent person living in the same household on a continuous basis.

It is understood that excessive tardiness, or abuse of sick leave constitutes just cause for discipline and it is the intent of the City to take progressive corrective action up to and including discharge. Patterns of excessive use of sick leave may constitute abuse of sick leave.

If an employee becomes ill during work hours, he/she must notify the immediate supervisor before leaving, except in the event of an emergency when the Communications Center will be notified.

An employee may donate up to a maximum of eighty (80) hours of accumulated and unused sick leave each calendar year to other employees so long as the recipient's absence otherwise qualifies as an event under family medical leave and has exhausted all available sick leave, vacation leave and compensatory time and the donating employee has a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after the donation. Nothing in this section prohibits an employee from donating up to a maximum of eighty (80) hours to multiple employees each year. Requests for donations will not be accepted before an employee has used all available paid leave. Once sick leave has been donated from one employee to another, whether the donation is used in its entirety or not, the donation is final.

Section 22.2 Special Leaves

A. Jury Duty Leave

A bargaining unit member, while serving upon a jury or responding to a subpoena in any court of record will be paid at his regular salary for each of his work days during the period of time served. Time so served shall be deemed active and continuous service for all purposes. Any fees paid to a member for such service shall be remitted to the City.

B. Examination Leave

Time off with pay shall be allowed to bargaining unit members to participate in

promotional Civil Service Tests occurring during regular work hours for the employee taking the test.

Section 22.3 Injury Leave

Physical injury for purposes of this Article shall be defined as any injury compensable under the Workers' Compensation laws of the State of Ohio.

- A. Any covered employee who is disabled as a result of a service connected physical injury shall be entitled to receive his full salary during such period of disability up to a maximum of four hundred thirty two (432) hours. If the employee is still unable to return to work at the end of the paid injury leave he/she may request a leave without pay. However, no leave hereunder shall exceed a total of twelve (12) months. An employee granted a leave under this section shall continue to be covered under the City's group health and life insurance plans under the same conditions as coverage would have otherwise been provided.
- B. The following conditions will apply to injury leave:
 - 1. The employee must submit a physician's statement to the Human Resources Director to qualify for injury leave. The statement shall include a diagnosis and an estimated return to work date. If the estimated return to work date extends beyond twelve (12) weeks, or if the physician extends the return to work date during the leave, the employee may file a lost-time claim with the Bureau of Workers' Compensation.
 - 2. An employee has the option of using sick leave pending approval of a Bureau of worker's Compensation claim. Once the Bureau of Workers' compensation approves the claim, any sick leave used during the pendency of the claim will be credited back to the employee's sick leave accrual.
 - 3. An employee will not be required to substitute accrued sick, vacation or compensatory time for any part of an injury leave. An employee may elect to use accrued leave after using the four hundred thirty two (432) hours of paid injury leave.
 - 4. An employee may request intermittent leave for medical appointments related to the injury or due to a reduced work schedule as a result of the injury. The intermittent leave will be deducted from the four hundred thirty two (432) hours of paid injury leave.
 - 5. The City reserves the right to obtain a second and, if necessary a third opinion at its expense, periodic reports on the employee's status and intent to return to work and a fitness-for-duty report to return to work. If it is necessary to obtain a third opinion, the City

and the employee will mutually agree on the selection of the physician.

6. If an employee receives temporary total disability payments for any portion of the paid injury leave the payment will be turned over to the City. Vacation and compensatory time are exempt from the reimbursement to the City.
7. An employee on an unpaid injury leave will not accrue vacation or sick leave. Seniority shall continue to accrue for the full term of the injury leave.

Section 22.4 Conversion of Sick Leave

On or before October 30th of each year, an employee may notify the Human Resources Director by written or electronic communication of his election to receive cash payment for those sick leave hours accumulated in excess of nine hundred sixty (960) hours, on a four (4) to one (1) of accumulation to pay basis. The employee must have no less than nine hundred sixty (960) hours of sick leave after the conversion permitted herein. Payment shall be made on the first pay date in December. Employees hired after January 1, 2015 shall not be eligible for this provision. All employees hired prior to January 1, 2015 shall remain eligible for conversion of sick leave under this section.

Section 22.5 Family and Medical Leave

In accordance with The Family and Medical Leave Act of 1993 (FMLA) the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provision of state and federal law and as specified and described in the Employer's policy manual. Employees on medical leave that qualify for family medical leave under the guidelines of the FMLA must use any accrued sick leave, vacation time, and compensatory time to the extent available during and concurrent with FMLA leave. Employees are asked to refer to the Human Resources Director for further questions and information.

Section 22.6 Military Leave

Employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty (30) days in any federal fiscal year. An employee shall be paid his/her regular wages up to a maximum of two hundred forty (240) hours during any one fiscal year. An employee who is called to active duty for a period in excess of thirty (30) days in any federal fiscal year because of an executive order issued by the President of the United States or an act of Congress shall have his/her longevity

pay, if applicable, prorated to reflect the days absent due to military leave. The employee shall furnish to the City copies of military orders. In addition, an officer who has been called up to active duty beyond the thirty (30) calendar days shall continue to receive medical benefits and any other benefits required by law for sixty (60) days from the date of call up.

Section 22.7 Parental Leave

Parental leave of up to a maximum of 180 hours will be granted to parents who are eligible full-time employees for a single event birth or adoption (single or multiple children), excluding adoption of a spouse's child(ren). Any employee granted leave under this section shall continue to be covered under the city's group health, life, and AD&D insurance. The parent shall be entitled to receive full salary for up to a maximum of 180 hours of parental leave. To receive the full leave, all parental leave hours must be used within 10 weeks of the qualifying birth or adoption and at least 135 hours must be taken consecutively. The remaining hours may be taken on a part-time schedule with the approval of the employee's immediate supervisor. Employees who are on parental leave are not required to use any accrued sick leave, vacation time, or compensatory time prior to taking parental leave. FMLA leave will be taken concurrent with parental leave. Any paid holidays that occur during parental leave will not count against the allowed parental leave time.

For the purposes of this section, "parent" shall mean an employee who resides in the same household as the child and is a biological parent of the child; a domestic partner of the biological parent; an adoptive parent; or a domestic partner of an adoptive parent. To be eligible for parental leave under this section, employees must be eligible for FMLA. New employees that are not eligible for FMLA may be allowed to use parental leave. New employees are asked to refer to the Human Resources Director for further questions and information.

Section 22.8 Modified Duty

- A. The City of Athens' goal is to assist employees to return to work at the earliest date possible following an injury or illness. This Modified Duty Policy outlines under what conditions an employee would be eligible, as well as the benefits to both the employee and the city. All full-time employees are eligible under this policy.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resources (HR) department.

- B. Modified Duty is an assignment that is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skills and level of experience as determined by the employer, and which the employee can perform without violating any medical restriction imposed as a result of a temporary disability, sickness or injury, for which the employee is compensated at his or her normal rate of pay and benefits. Modified duty may not be available for certain positions based on the nature of the job and operational needs.

Modified duty assignments are not guaranteed. The number, availability, and duration

of such assignments are limited by departmental needs as defined by the department head and Human Resources.

If restrictions as noted on the physician's release to return to work form or "Certification of Health Care Provider" form are determined to be permanent, the employee is not eligible for a modified duty assignment.

Modified duty assignments may not exceed beyond 240 hours per event.

In the event an employee refuses modified duty (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform modified duty assignments, the city is under no obligation to provide employment.

C. Applying for and Performing Modified Duty Assignments

Upon receipt of a Certification of Health Care Provider form releasing an employee back to work, a modified duty assignment will be considered. Once an assignment is approved by the department head and Human Resources, the employee may be provided with a temporary position for modified duty. The employee will receive a modified job description along with goals and objectives for the modified role.

Together with the employee, the city will determine appropriate work hours based on the employee's ability to perform the temporary position. The city reserves the right to determine the availability and appropriateness of all modified duty work assignments.

Managers will routinely monitor work performance to ensure the employee is meeting the expectations of the role and not exceeding the requirements set forth by the employee's healthcare provider. The employee will review their progress and ability to transition back to fulltime work duties after a maximum of 240 hours of modified duty. Should an employee require additional time to recover, a doctor's note is to be provided to HR detailing the return date to full duty status and the employee will be required to use vacation, sick, comp time under the employees current FMLA claim, or worker's compensation benefits, as applicable

ARTICLE 23 PAID ABSENCE DAYS

Any employee in an active work status and who does not utilize any of his sick leave for any ninety (90) consecutive calendar day period shall be entitled to one (1) paid absence day. Paid absence days off must be requested in the same manner as a sick, vacation or holiday request and are subject to approval based upon the work load requirements of the Employer. The ninety (90) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends ninety (90) calendar days later. Paid absence days must be taken in eight (8) hour increments and must be used within one (1) year of the date of earning and are to be deducted from sick leave.

ARTICLE 24 UNIFORMS

Section 24.1 Initial Issue

The City shall furnish the basic uniform and equipment (for all new employees required to wear same) according to the schedules in Section 24.3. Articles of clothing and equipment remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay.

Section 24.2 Allowance**A. Communications Officer Allowance**

After completion of one (1) year of service, each employee covered by this Agreement shall receive the following amounts per year for uniform purchases and maintenance. Uniform and equipment items are listed in Section 24.3 below.

Year	Amount of Allowance
2024	\$1300.00
2025	\$1300.00
2026	\$1300.00

The allowance amount shall be divided and paid directly to the officers at the end of each quarter for the purposes of maintaining their uniforms (1st Quarter-25%, 2nd Quarter-25%, 3rd Quarter-25%, 4th Quarter-25%).

C. Account Basis

All payments shall be on an "account basis" to be used throughout the year by each covered employee. All uniform maintenance purchase requests, except emergencies and dry cleaning, shall be submitted by November 15th of each year.

D. Uniform Changes

When uniform changes are mandated by the City, the initial change shall be paid for by the City.

E. Use of Money "On Account"

Uniform "cleaning" and "clothing allowance" may be used interchangeably provided, however, that the total allowable expenditure shall not exceed the total amount authorized under Sections 2 and 4 of this Article.

F. Items Not Listed in Schedules

Uniform and equipment items not specifically listed on the initial issue (Section 24.3) may be purchased after receiving approval from the Chief of Police or his designee.

G. Damaged Uniforms

Uniform items damaged in the discharge of law enforcement duties shall not be charged to the employees' maintenance allowance.

H. Replacement of Personal Items

The City shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses and wrist watches damaged in the non-negligent performance of their duties in the following amounts:

- not more than \$200.00 for corrective glasses
- not more than a value of \$75.00 for wrist watches

Section 24.3 Uniform Schedule for Communication Officers

Trousers	5
Shirts, Winter	5
Shirts, Summer	5
Ties	2
Tie Bar	1
Socks	5 pr.
Shoes, Summer	2
T. Shirts (blue)	5
Jacket, Multi-season	1
Hat, multi-seasonal, sized to fit	1
Belt	1
Name Plate	1
Hat Badge	1
Breast Badge	1
Collar Brass	1 set
Tennis/jogging shoes	1 pr.
Rain Cover	1
Rain Coat	1
Special Duty Hat, Cloth	1
2-piece utility suit	1

In the event a Communications Officer receives a reserve police commission, he/she shall receive the same uniform authorized by the Auxiliary Police Policy.

Section 24.4 Probationary Employees

During the first year, probationary employees shall be permitted to use up to three hundred dollars (\$300.00) of the clothing allowance for cleaning and replacement of uniform items.

ARTICLE 25 INSURANCE

Section 25.1 Coverage

A. Life Insurance

The City shall provide and pay the premiums on Group Life Insurance in the Amount of twenty-five thousand dollars (\$25,000) and Accidental Death and Dismemberment Insurance in the Amount of twenty-five thousand dollars (\$25,000). Coverage will be effective from the date of full-time employment and terminate on the last day of full-time employment.

B. Prescriptions

The City will provide:

1. Retail

A prescription drug plan in which employees will be responsible for the co

payments listed below for covered prescriptions and refills dispensed for not more than a 34 day supply or 100 unit doses, whichever is greater.

2. Mail-in or on-line ordering system

A prescription drug plan in which employees will be responsible for the co payments listed below for covered prescriptions and refills dispensed for a 90 day supply.

	Retail	Mail-in or On-Line
Generic	\$10.00	\$10.00
Brand name where there is no generic equivalent	\$25.00	\$45.00
Brand name where there is a generic equivalent	\$45.00	\$85.00

If the prescribing physician determines that a brand name drug is medically necessary when there is a generic equivalent, the physician must submit a letter of medical necessity to the Human Resource Director for consideration. If the exception is approved, the prescription will be dispensed at the same co-pay as brand name drugs which have no generic equivalent.

C. Medical Benefits

Employees will select health benefits under the Flexible Benefits Plan during December of each year to be effective January 1st of the following year.

Employees who were not enrolled in the Health Benefit Plan at their time of hire are eligible to enroll under the annual enrollment period. Employees may also enroll at the time of a special qualifying event.

D. City Plan

- Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.
- Effective July 1, 2018, Employees will pay a monthly contribution equal to thirty-five percent (35%) of the fixed costs of the health benefit plan. Every January 1st thereafter, the fixed cost will be adjusted in order that employees continue to contribute thirty-five percent (35%) of fixed costs not to exceed the following monthly premiums:

Single	\$75.00 per month
Employee + 1 dependent	\$90.00 per month
Family	\$110.00 per month

3. Benefits and co-pays are as stated in the plan document prepared by the City's third party administrator. A summary plan booklet will be provided to each employee.
4. Deductibles are as follows:

	In Network	Out-of-Network
Single	\$100.00	\$150.00
Employee+ 1	\$200.00	\$300.00
Familv	\$300.00	\$600.00

Section 25.2 Eligibility

- A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Health and Prescription Drug Benefit Plans within two (2) weeks of the date of hire, with coverage beginning on the first day of the second calendar month following date of hire. Coverage will terminate on the last day of the month in which employment terminates. Should an employee die in the performance of their duties; the City shall continue coverage for the covered dependents for a period of three (3) months following the date of death.
8. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.
- C. Employees are afforded the opportunity to enroll in the Flexible Benefits Plan under the provisions of Code Section 125 during open enrollment, in accordance with the plan conditions.
- D. Employees who provide satisfactory evidence of family coverage for health care benefits to the Human Resources Director, other than coverage provided by the City of Athens, may waive family coverage by the City. Single employees may not waive coverage.
- E. When spouses or domestic partners are both employed by the City and are eligible for health benefits, the employee with the earliest date of hire will be the insured employee.

Section 25.3 Liability Insurance

The City shall continue to furnish five hundred thousand dollars (\$500,000.00) of liability insurance with the entire premium paid by the City.

Section 25.4 Dental and Vision Insurance

The City shall provide the same arrangement for dental and vision care

insurance that is currently in effect.

Section 25.5 Employee Assistance Program

The City will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services is governed by the terms and conditions of the City's group health benefit plan. The City will not be responsible for charges incurred by employees who are not covered under the City's benefit plan.

Section 25.6 Affordable Care Act

The parties understand that the Affordable Care Act (ACA) was enacted by the federal government on March 23, 2010. The parties further understand that many of the ACA mandates may be implemented over the period of this Agreement. The parties agree that the Employer is required to comply with this Act. The Employer will notify the Union of any changes contemplated to maintain legal compliance. Once notified, the Union can request a labor-management meeting to discuss the impact and/or effect on its membership.

Section 25.7 Wellness/Fitness Incentive

Law enforcement personnel should be encouraged to maintain their fitness level. An annual physical and physical agility test, as determined by the Chief in consultation with the Human Resources Director, will be offered to communication officers that are capable to participate. These tests are encouraged, but are optional. Employees that successfully complete a physical and physical agility test will be given a \$1000.00 benefit. The incentive will be paid on pay #22. Management must submit the roster of completed incentive participants to Human Resources prior to the pay #22 pay period.

ARTICLE26 RESERVED

ARTICLE 27
EDUCATION INCENTIVE AND TUITION REIMBURSEMENT

Section 27.1 Education Incentive

Effective with payroll #1 for 2024, all employees covered hereunder who possess an associates degree from an accredited institution of higher education as determined by the City shall receive an incentive payment of thirty dollars (\$30.00) per bi-weekly pay period for the length of this agreement.

Employees who possess a bachelor's degree from an accredited institution of higher education as determined by the City shall receive an incentive payment of forty-five dollars (\$45.00) per bi-weekly pay period for the length of this agreement.

Employees who possess a master's degree in a public safety related field from an accredited institution of higher education as determined by the City shall receive an incentive payment of sixty dollars (\$60.00) per bi-weekly pay period for the length of this agreement.

Section 27.2 Tuition Reimbursement Policy

The reimbursement policy effective January 1, 2008 shall apply to all employees covered by this Agreement. Final approval authority would rest with the Mayor.

**ARTICLE 28
PARKING AND RADIOS****Section 28.1 Parking**

Employees reporting for duty may park anywhere in the parking garage except reserved parking or at any metered parking space on the street at no cost to the employee. This privilege shall exist so long as the City of Athens, Ohio maintains ownership of the parking garage.

**ARTICLE 29
SUBSTANCE ABUSE TESTING****Section 29.1 Drug Testing**

1. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the employer's services and as posing a danger to the public's health and safety, as well as that of the employees. It is recognized that the employer and the employees have the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
2. The Chief of Police or his designee may order any employee of the Department to undergo a drug or alcohol screening test randomly and/or whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances. Reasonable cause must be based upon specific facts indicating that a particular employee in question has used or is under the influence of illicit drugs, alcohol or controlled substances.
3. If the test(s) are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the employer may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment of .05 percent as registered on a certified Breathalyzer. The employer may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory test shall be made by a medical professional or institution qualified to administer such a test.
4. If the screening test and confirmatory test are positive, the employer may

discipline the employee up to and including discharge. For up to one (1) year, no employee who participates in a rehabilitation or detoxification program shall be discharged because of the handicapped condition during the time he/she participates in a rehabilitation or detoxification program. An employee who notifies the employer that he/she is an alcoholic or a drug addict, may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he/she participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. However, the total leave period including sick leave, vacation leave, personal days, compensatory time or leave of absence without pay shall not exceed one (1) year. Upon completion of such program, if a retest demonstrates that the employee is no longer using alcohol or drugs, the employee shall return to his/her position. Such employee may be subject to periodic retesting for drugs or alcohol upon his/her return to his/her position.

5. Employee shall be subject to disciplinary action up to and including discharge if the employee:
 - (1) Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
 - (2) Fails to complete or participate in a program of rehabilitation or detoxification; or
 - (3) Tests positive at any time up to one (1) year after his/her return to work upon completion of a program of rehabilitation or detoxification.
6. All test results and actions taken under or pursuant to this article shall be kept confidential in accordance with state and federal law.
7. The employer shall pay for drug and alcohol screening and confirmatory tests which are ordered by the employer.

ARTICLE 30 REIMBURSEMENT OF TRAINING EXPENSES

Section 30.1 Reimbursement

Any employee who voluntarily separates from employment with the City during, or within one (1) year after completing the new-hire probationary period shall reimburse the City any training expenses that the City incurred during the thirty (30) months prior to the separation.

ARTICLE 31 DURATION

Section 31.1 Duration

Except as otherwise specified herein, this Agreement shall be effective from the first day of the pay period containing January 1, 2024 and shall remain in full force and effect until the last day of the last full pay period in 2026. The parties shall continue in full force and effect all terms and conditions of the Agreement herein until a new agreement is either agreed upon between the parties or imposed by operation of law.

If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be Pursuant to the rules of the State Employment Relations Board O.A.C. 4117-9-02.

The parties shall sign this Agreement within thirty (30) days after ratification by both parties or after a settlement is imposed on the parties by operation of law. The Union will be responsible to provide the members with copies of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have set their hands this _____ day of

_____, 2023

**For the FOP, OHIO
Labor Council, Inc.**

For the City of Athens

Keith Washburn,
Staff Representative

Steve Patterson, Mayor

Member, Communications Unit

Lisa Eliason, Law Director

Member, Communications Unit

Andrew Stone,
Service-Safety Director

Ron Lucas, Jr.,
Human Resources Director

0-142-23

Introduced by All Council Members

AN ORDINANCE AMENDING ORDINANCE 64-23, ATHENS CITY CODE TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED, SOLID WASTE, RECYCLING AND OPTIONAL COMPOSTING RATES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Section I of Ordinance 64-23 is hereby amended to read as follows:

Section I: Effective January 1, 2024, Title 1, General Provisions, Chapter 1.03, Code Fees Established, Solid Waste Recycling and optional Composting rates, is hereby amended to read as follows:

Chapter 1.03 – Code Fees Established
Solid Waste, Recycling, and Optional Composting Monthly Rates

Recycling support fee:	\$5.50 \$5.75 for non-participating solid waste units
Owner-occupied unit:	\$15.43 \$15.63 \$22.53 up to one 32-gallon container/week. The single container rate must be requested.
Owner-occupied unit:	\$22.25 \$22.45 \$31.15 up to two 32-gallon containers/week.
Rental units, including houses, apartments, rooming houses, condominiums, fraternities, and sororities – based on occupancy permit:	
1-3 occupants:	\$15.43 \$15.63 \$22.53 up to one 32-gallon container/week for a May through April term that resets annually. The single container rate must requested.
1-3 occupants:	\$22.25 \$22.45 \$31.15 up to two 32-gallon containers/week.
4-6 occupants:	\$25.40 \$25.60 \$34.30 up to three 32-gallon containers/week
7-9 occupants:	\$26.98 \$27.18 \$35.88 up to four 32-gallon containers/week
10 or more occupants	\$28.55 \$28.75 \$37.45 up to five 32-gallon containers/week plus \$5.04 for each additional 32-gallon container/week
* All residential rates will increase by \$0.20 for every 100 new customers added to the single container rate.	

*** 100 new customers were added in October with a \$0.20 rate increase effective December 1, 2023.**

Special Franchise Rates

Code	Description	Monthly Rate
FCA	Franchise A	\$44.10 \$59.98
FCB	Franchise B	\$56.70 \$77.11
FCC	Franchise C	\$78.75 \$107.10
FCD	Franchise D	\$102.38 \$139.24
FCE	Franchise E	\$126.00 \$171.36
FCF	Franchise F	\$149.63 \$203.50
FCG	Franchise G	\$173.25 \$235.62
FD	Franchise District	As indicated on Schedule "A"

Commercial rates shall not exceed the rates approved by City Council in Schedule "A". All rates, residential including those in the franchise area, will be charged at the rates listed, or per Schedule "A", whichever is higher.

Special Hauls and Extra Bags

Extra Bags:		\$5.25 each or tagged with stickers sold in accordance with 0-61-20
Special Hauls:	Each cubic yard	\$15.75
Optional Composting Charge for one five-gallon bucket		\$6.33 \$8.42 per month

SCHEDULE "A" – City of Athens Dumpster Rates

Effective 7/1/20

Dumpster Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	7 x week
Single Container	\$44.10 \$59.98	\$50.40 \$68.54	\$56.70 \$77.11	\$63.00 \$85.68	\$69.30 \$94.25	\$75.60 102.82	\$81.90 \$111.38
POLYCART	\$78.75 \$107.10	\$131.25 \$178.50	\$157.50 \$214.20	\$194.25 \$264.18	\$236.25 \$321.30	\$278.25 \$378.42	\$315.00 \$428.40
2 CU YD	\$120.75 \$164.22	\$189.00 \$257.04	\$257.25 \$349.86	\$330.75 \$449.82	\$404.25 \$549.78	\$472.50 \$642.60	\$551.25 \$749.70
3 CU YD	\$141.75 \$192.78	\$210.00 \$285.60	\$288.75 \$392.70	\$357.50 \$486.20	\$446.25 \$606.90	\$525.00 \$714.00	\$630.00 \$856.80
4 CU YD	\$157.50 \$214.20	\$315.00 \$428.40	\$409.50 \$556.92	\$525.00 \$714.00	\$645.75 \$878.22	\$761.25 \$1,035.30	\$882.00 \$1,199.52
6 CU YD	\$320.25 \$435.54	\$456.75 \$621.18	\$593.25 \$806.82	\$724.50 \$985.32	\$855.75 \$1,163.82	\$989.10 \$1,345.18	\$1,139.25 \$1,549.38
8 CU YD	\$551.25 \$749.70	\$682.50 \$982.20	\$824.25 \$1,120.98	\$945.00 \$1,285.20	\$1,086.00 \$1,476.96	\$1,223.25 \$1,663.62	\$1,338.75 \$1,820.70

Rates include actual dumpsters or equivalent solid waste container volume if locating a dumpster is impractical.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to continue to provide efficient delivery of services, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-140-23

Introduced by Council Member Grace
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 11, BUSINESS REGULATIONS TO ENACT SECTION 11.13, TOBACCO RETAILER LICENSE (TRL), ADDING PROVISIONS REQUIRING RETAILERS TO OBTAIN A LICENSE FOR SELLING TOBACCO PRODUCTS.

WHEREAS, tobacco use is the leading cause of preventable disease, disability, and death in America, causing more than 480,000 premature deaths annually, and another 16 million people have a serious illness caused by smoking or secondhand smoke exposure; and

WHEREAS, the City of Athens recognizes that young people are particularly susceptible to the addictive properties of nicotine, and that youth who begin using tobacco and nicotine products are more likely to become lifelong users, reversing previous progress in the reduction of overall tobacco use rate; and

WHEREAS, the City of Athens has the authority to protect life, health, and safety by requiring tobacco retailers within the city to obtain and maintain a tobacco retailer license (TRL) as a condition for engaging in the business of selling tobacco products; and

WHEREAS, TRL is an evidence-based strategy to reduce initiation to nicotine and tobacco through improved compliance with Minimum Legal Sales Age and other important tobacco sales regulations; and

WHEREAS, TRL is a regulatory tool that further enables the City of Athens to monitor for tobacco sales to underage purchasers, fund compliance efforts, and create effective penalty and suspension structures for repeated violations; and

WHEREAS, TRL laws in other communities have been effective in reducing the number of illegal tobacco sales to underage purchasers; now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS:

SECTION I: Chapter 11.13 of the Athens City Code is hereby enacted to read as attached hereto and incorporated herein as referenced.

SECTION II: This Ordinance shall be in full force upon the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

11.13.01. - Definitions.

“Compliance Checks” the system that the Athens City-County Health Department uses to investigate and ensure that those authorized to sell tobacco products are following and complying with all the requirements of this Chapter. Compliance Checks involve the use of persons over the age of 18, but under the age of 21 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the City or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

“Delivery Sale” the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes but is not limited to the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.

"Department" means the Athens City-County Health Department and its authorized employees and agents.

“Electronic Smoking Device” any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, and e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Health Commissioner" means the Health Commissioner of the Athens City-County Health Department or the Health Commissioner's authorized representative.

“Purchaser” any person who obtains or attempts to obtain a tobacco product.

“Sale” any transfer of goods for money, trade, barter, or other consideration.

“Self-Service Display” any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer’s agent or employee and without a direct person-to-person transfer between the purchaser and

the tobacco retailer or tobacco retailer's agent or employee. A vending machine is a form of self-service display.

"Tobacco product" (1) any product containing, made of, or derived from tobacco or nicotine, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of them contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, and pipes. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

"Tobacco Retail Establishment" any place of business where tobacco products are available for sale to the general public, including but not limited to grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

"Tobacco Retailer" any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of any tobacco retail establishment.

"Vending Machine" any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.

"Youth-Oriented Facility" any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

11.13.02. - License Required; Application, Term, and Fees.

(A) As of September 1, 2024, each retailer engaging in the sale of tobacco products, at each location within the City of Athens, shall secure and display at all times, a tobacco retail license (TRL) from the City of Athens Office of Code

Enforcement and Community Development (Code Enforcement) before engaging or continuing to engage in such business. No retailer may sell tobacco products without a valid TRL after September 1, 2024.

(B) The application for a TRL must be made on a form provided by Code Enforcement. The application must contain the full name of the applicant, the applicant's business address and telephone number, the name of the business for which the license is sought, and any additional information Code Enforcement deems necessary.

(C) All tobacco retail licenses are valid only at the business address provided on the license application and only for the person and business to whom the license was issued. The transfer of any license to another location, person, or business is prohibited.

(D) The TRL shall be valid beginning the first day of September through the last day of August of the following year.

(E) TRL Applications must be received by Code Enforcement no later than 30 days before the first valid day of the license.

(E) The application fee, permit fee, and subsequent permit renewal fees, and other fees as applicable, shall be as provided by separate ordinance.

11.13.03. - License Approval, Renewal, Denial, and Revocation.

(A) The Director of The Athens Office of Code Enforcement and Community Development may approve or deny the application for a TRL, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary.

(B) Applications for Tobacco Retail Licenses may be denied or failed to be renewed and such licenses may be revoked, for any of the following:

- (1) The applicant is under 21 years of age;
- (2) The applicant has unpaid fines from violations of this chapter.
- (3) The applicant was convicted within the past 5 years of any violation of a federal, state, or local law, ordinance provision or other regulation relating to tobacco products;
- (4) An order by a court of competent jurisdiction that a retail tobacco sales location owned and/or operated by the licensee/applicant constitutes a public nuisance;
- (5) Information contained in the application is misleading, inaccurate, or false;
- (6) The business for which the license is requested operates within 500 feet of a youth-oriented facility, as measured to the nearest property line of a youth-oriented facility.
- (7) The business for which the license is requested operates under a vending, peddling or soliciting license and is not a fixed-location retail establishment;

- (8) The licensee/applicant fails to comply with applicable U.S. Food and Drug Administration regulations, the Ohio Revised Code, and the Ohio Administrative Code including relating to building, health, or fire.

(C) Any tobacco retailer holding a valid TRL may apply for renewal of such license. Renewal applications must be received by Code Enforcement no later than 30 days prior to the expiration of the current license.

11.13.04. - Appeals.

Any person aggrieved by denial, suspension or revocation of a TRL may, within five working days, submit to the clerk of council an appeal to be heard by the license appeals board.

The license appeals board shall consist of two members of city council, the service-safety director, and a merchant and vendor, both appointed by the mayor.

The clerk of council shall notify all members of the board of the time and place of the appeals hearing, not less than 12 hours in advance thereof. The appellant may appear and be heard in person or by counsel. If, after the hearing, a majority of the members at such hearing declare in favor of the appellant, the license must be approved or reinstated, as the case may be; otherwise, the order appealed from shall become final.

11.13.05. - Sign Distribution and Posting

(A) Upon approval of a license application, Code Enforcement will provide to the licensee the approved license.

(B) The Athens City-County Health Department shall provide to each licensed tobacco retailer a printed sign or signs stating that tobacco products shall not be sold to anyone under the age of twenty-one.

(C) The Tobacco Retailer shall prominently and conspicuously post the approved, current license and the printed signage provided by the Department at each point of sale.

11.13.06. - Prohibited Sales

(A) No tobacco retailer or their employee or agent shall sell, offer to sell, or furnish tobacco products:

- (1) Without a valid TRL;
- (2) To any person under the age of 21;
- (3) By means of a self-service display;

- (4) By means of delivery sales. All sales of tobacco products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions;
- (5) By any other means, to any other person, or in any manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

11.13.07. - Education and Compliance Checks

(A) The Athens City-County Health Department shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this ordinance to persons affected by it, and to guide tobacco retailers and their agents or employees in their compliance. This may be conducted through distribution of a brochure for affected tobacco retailers explaining the provisions of this ordinance and signage mandated by this ordinance.

(B) All licensed premises must be open to inspection by the Athens City-County Health Department inspectors or other authorized designees during regular business hours.

(C) The Athens City-County Health Department shall conduct unannounced compliance checks each year. Unannounced follow-up compliance checks of all non-compliant tobacco retailers are required within three months of any violation of this chapter. The results of all compliance checks shall be compiled by the Department at least annually and made available to the public upon request.

11.13.08. - Enforcement and Penalties

(A) The City shall have authority to implement and enforce all provisions of this chapter. The Athens Office of Code Enforcement and Community Development and the Athens City-County Health Department, shall have authority to conduct Compliance Checks and issue citations for violations. The Director of The Athens Office of Code Enforcement and Community Development shall have the authority to conduct all licensing functions.

(B) Any tobacco retailer found to have violated this ordinance in person, by agent, representative, or employee or in any other way shall be subject to a citation.

(C) The city may impose the following penalties for violations of this chapter.

- (1) For a first violation, an administrative fine of \$350.00;
- (2) For a second violation within a 36-month period, an administrative fine of \$500.00 and the TRL shall be suspended for 7 days;
- (3) For a third violation within a 36-month period, an administrative fine of 750.00 and the TRL shall be suspended for 30 days;
- (4) For a fourth violation within a 36-month period, an administrative fine of \$1,000.00 and the TRL shall be suspended for 3 years.
- (5) For a fifth and any subsequent violations within a 48-month period, an administrative fine of \$1,000 and the TRL shall be permanently revoked.

(6) The penalties associated with a violation of this chapter are in addition to, not in lieu of, any other penalty applicable under Ohio law or any other legal remedy available to the City.

(D) Sale of multiple items in violation of Section 11.13.06, where the sales occur in a single transaction, shall constitute one violation.

(E) It is an affirmative defense for any Tobacco Retailer charged with a violation of this chapter that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative a valid driver's license or other form of federal or state identification showing that the purchaser was at least 21 years of age at the time of the alleged offense.

(F) Any person cited with a violation of this section who does not pay the required administrative fine within 30 days shall receive an unclassified misdemeanor citation into court. Any person cited with a violation of this section who wishes to contest the violation shall visit the Athens Police Department and receive an unclassified misdemeanor citation into court, providing notice and an opportunity to be heard, which shall serve as an appeals process. An unclassified misdemeanor is punishable with a fine of up to \$1,000 and up to 500 hours of community service.

(G) License Fees and Fines collected under this chapter are to be used to fund tobacco retail licensure, compliance and enforcement measures, and other tobacco control, prevention, and education programs.

11.13.09. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or any part thereof, is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional or invalid.

AN ORDINANCE AMENDING ATHENS CITY CODE, TITLE 11, BUSINESS REGULATIONS BY ENACTION NEW SECTION 11.13. - **TOBACCO RETAILER LICENSE**, ADDING PROVISIONS REQUIRING RETAILERS TO OBTAIN A LICENSE FOR SELLING TOBACCO PRODUCTS.

WHEREAS, tobacco use is the leading cause of preventable disease, disability, and death in America, causing more than 480,000 premature deaths annually, and another 16 million people have a serious illness caused by smoking or secondhand smoke exposure; and

WHEREAS, the City of Athens recognizes that young people are particularly susceptible to the addictive properties of nicotine, and that youth who begin using tobacco and nicotine products are more likely to become lifelong users, reversing previous progress in the reduction of overall tobacco use rate; and

WHEREAS, the City of Athens has the authority to protect life, health, and safety by requiring tobacco retailers within the city to obtain and maintain a tobacco retailer license (TRL) as a condition for engaging in the business of selling tobacco products; and

WHEREAS, TRL is an evidence-based strategy to reduce initiation to nicotine and tobacco through improved compliance with Minimum Legal Sales Age and other important tobacco sales regulations; and

WHEREAS, TRL is a regulatory tool that further enables the City of Athens to monitor for tobacco sales to underage purchasers, fund compliance efforts, and create effective penalty and suspension structures for repeated violations; and

WHEREAS, TRL laws in other communities have been effective in reducing the number of illegal tobacco sales to underage purchasers; now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS:

SECTION I: Chapter 11.13 of the Athens City Code is hereby enacted to read as follows:

11.13.01. - Definitions.

“Compliance Checks” the system that the Athens City-County Health Department uses to investigate and ensure that those authorized to sell tobacco products are following and complying with all the requirements of this Chapter. Compliance Checks involve the use of persons over the age of 18, but under the age of 21 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the City or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

"Delivery Sale" the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes but is not limited to the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.

"Department" means the Athens City-County Health Department and its authorized designees, employees and agents.

"Electronic Smoking Device" any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, accessory of, or substance used in the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Health Commissioner" means the Health Commissioner of the Athens City-County Health Department or the Health Commissioner's authorized representative.

"Moveable Place of Business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the counter sales transactions.

"Purchaser" means any person who obtains or attempts to obtain a tobacco product.

"Sale" any transfer of goods for money, trade, barter, or other consideration, and each such transaction made by any person, whether as principal, proprietor, agent, servant or employee.

"Self-Service Display" any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A vending machine is a form of self-service display.

"Tobacco product" (1) any product containing, made of, or derived from tobacco or nicotine or nicotine derivatives, regardless of source, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of them contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, and pipes. Tobacco product does not include drugs, devices, or combination products authorized for sale

by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

“Tobacco Retail Establishment” any place of business where tobacco products are available for sale, whether or not the business is open to the general public, whether the business is a “movable place of business” defined under this section, or a business or entity that maintains a private membership-based point of sale. The term includes, but is not limited to grocery stores, tobacco product shops, “retail tobacco store” as defined under Sec 9.13.03(I) of the Athens Code of Ordinances; kiosks, convenience stores, gasoline service stations, bars, night clubs, and restaurants.

“Tobacco Retailer” means any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of any tobacco retail establishment.

“Vending Machine” means any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.

“Youth-Oriented Facility” any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

11.13.02. - License Required; Application, Term, and Fees.

(A) As of September 1, 2024, each retailer engaging in the sale of tobacco products, at each location within the City of Athens, shall secure and display at all times, a tobacco retail license (TRL) from the City of Athens Office of Code Enforcement and Community Development (Code Enforcement) before engaging or continuing to engage in such business. No retailer may sell tobacco products without a valid TRL after September 1, 2024.

(B) The application for a TRL must be made on a form provided by Code Enforcement. The application must contain the full name of the applicant, the applicant’s business address and telephone number, the name of the business for which the license is sought, and any additional information Code Enforcement deems necessary.

(C) All tobacco retail licenses are valid only at the business address provided on the license application and only for the person and business to whom the license was issued. The transfer of any license to another location, person, or business is prohibited.

(D) The TRL shall be valid beginning the first day of September through the last day of August of the following year.

(E) TRL Applications must be received by Code Enforcement no later than 30 days before the first valid day of the license.

(F) The application fee, license fee, and subsequent license renewal fees, and other fees as applicable, shall be as provided by separate ordinance.

(G) The license fee remains the same regardless of the time of application. The license fee will not be prorated no matter the date an application is filed during the standard term period.

11.13.03. - License Approval, Renewal, Denial, and Revocation.

(A) The Director of The Athens Office of Code Enforcement and Community Development may approve or deny the application for a TRL, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary.

(B) Applications for Tobacco Retail Licenses may be denied or failed to be renewed and such licenses may be revoked, for any of the following:

- (1) The applicant is under 21 years of age;
- (2) The applicant has unpaid fines from violations of this chapter.
- (3) The applicant was convicted within the past 3 years of any violation of a federal, state, or local law, ordinance provision or other regulation relating to tobacco products;
- (4) An order by a court of competent jurisdiction that a retail tobacco sales location owned and/or operated by the licensee/applicant constitutes a public nuisance;
- (5) Information contained in the application is misleading, inaccurate, or false;
- (6) The business for which the license is requested operates within 500 feet of a youth-oriented facility, as measured to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing tobacco retailer holding a current state tax license for the sale of tobacco products in that same location for at least one year before the date this section was enacted into law.
- (7) The business for which the license is requested operates within 500 feet of another licensed tobacco retail establishment, as measured by the shortest line from the property line of the space to be occupied by the applicant for a license to the nearest property line of the existing licensee. This restriction does not apply to an applicant that holds a current state tax license to sell tobacco products in the same location for at least one year before the date this section was enacted into law.
- (8) The business for which the license is requested operates under a vending, peddling or soliciting license and is not a fixed-location retail establishment;
- (9) The licensee/applicant fails to comply with applicable U.S. Food and Drug Administration regulations, the Ohio Revised Code, and the Ohio Administrative Code including relating to building, health, or fire.

(10) The licensee/applicant fails to pay the annual license fee.

(C) Any tobacco retailer holding a valid TRL may apply for renewal of such license. Renewal applications must be received by Code Enforcement no later than 30 days prior to the expiration of the current license.

(D) Issuance is a privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.

(E) If a license is mistakenly issued or renewed to an applicant, Code Enforcement, or its designee may revoke the license upon the discovery that the applicant was ineligible for the license under this ordinance. Code Enforcement, or its designee, will provide the tobacco retailer license holder with notice of the revocation, along with information on the right to appeal.

(F) If a tobacco retail license is suspended or revoked, whether due to applicant or licensee ineligibility, or determination of a violation under this ordinance, or any other federal, state, or local law or regulation, the license fee is forfeited and shall not be refunded to the applicant or licensee.

11.13.04. - Appeals.

Any person aggrieved by denial or nonrenewal of a tobacco retail license application, suspension or revocation of an existing tobacco retail license may, within five working days, submit to the clerk of council an appeal to be heard by the License Appeals Board.

The License Appeals Board shall consist of two members of city council, the service-safety director, and two Tobacco Retailers who are retail license holders. The Tobacco Retailers shall be appointed by the mayor.

The clerk of council shall notify all members of the Board of the time and place of the appeals hearing, not less than 12 hours in advance thereof. The appellant may appear and be heard in person or by counsel. If, after the hearing, a majority of the members at such hearing declare in favor of the appellant, the license must be approved or reinstated, as the case may be; otherwise, the order appealed from shall become final.

11.13.05. - Sign Distribution and Posting

(A) Upon approval of a license application, Code Enforcement will provide to the licensee the approved license.

(B) The Athens City-County Health Department shall provide to each licensed tobacco retailer a printed sign or signs stating that tobacco products shall not be sold to anyone under the age of twenty-one.

(C) The Tobacco Retailer shall prominently and conspicuously post the approved, current license and the printed signage provided by the Department at each point of sale prior to the sale of tobacco products. Notice of the legal sales age for the purchase of tobacco products,

age verification requirements, and possible penalties for underage sales must be posted within 6 feet of each cash register or place where payment may be made in a place conspicuous to both employees and customers, and where the sign(s) are unobstructed in their entirety. The sign shall state, "THE SALE OR PROVISION OF TOBACCO PRODUCTS, INCLUDING E-CIGARETTES, TO AN INDIVIDUAL UNDER 21 YEARS OF AGE IS PROHIBITED BY LAW." The sign required shall be 5 ½ inches by 8 ½ inches and the statement required shall be printed in 36-point boldfaced type.

11.13.06. - Prohibited Sales

(A) No individual, tobacco retailer or their employee or agent shall sell, offer to sell, or furnish tobacco products:

- (1) Without a valid TRL.
- (2) To any person under the age of 21.
- (3) By means of a self-service display.
- (4) By means of delivery sales. All sales of tobacco products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions.
- (5) Without prior age verification of purchaser. Licensees must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser of any tobacco product is at least 21 years of age in accordance with this Chapter prior to any tobacco sales transaction.
- (6) Samples prohibited. No tobacco retailer, tobacco retail establishment, or person shall gift or distribute samples of any tobacco product free of charge or at a nominal cost, regardless of the age of the person acquiring the product. The distribution of a tobacco product as a sample, free donation, gift, or at otherwise nominal cost, is prohibited and shall subject the tobacco retailer or tobacco retail establishment to the penalties prescribed under this Chapter and those prescribed by other local, state or federal laws pertaining to samples, donation, or otherwise nominally priced tobacco products.
- (7) From a moveable place of business.
- (8) By any other means, to any other person, or in any manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

11.13.07. - Education and Compliance Checks

(A) The Athens City-County Health Department shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this ordinance to persons affected by it, and to guide tobacco retailers and their agents or employees in their compliance. This may be conducted through distribution of a brochure for affected tobacco retailers explaining the provisions of this ordinance and signage mandated by this ordinance.

(B) All licensed premises must be open to inspection by the Athens City-County Health Department inspectors or other authorized designees during regular business hours.

(C) The Athens City-County Health Department shall conduct two unannounced compliance checks each year. Unannounced follow-up compliance checks of all non-compliant tobacco retailers are required within three months of any violation of this chapter. The results of all compliance checks shall be compiled by the Department at least annually and made available to the public upon request.

11.13.08. - Enforcement and Penalties

(A) The City shall have authority to implement and enforce all provisions of this chapter. The Athens Office of Code Enforcement and Community Development and the Athens City-County Health Department or its designees, shall have authority to conduct Compliance Checks and issue citations for violations. The Director of The Athens Office of Code Enforcement and Community Development, or its designees shall have the authority to conduct all licensing functions.

(B) Any tobacco retailer found to have violated this ordinance in person, by agent, representative, or employee or in any other way shall be subject to a citation.

(C) The city shall impose the following penalties for violations of this chapter.

- (1) For a first violation, an administrative fine of \$350.00;
- (2) For a second violation within a 36-month period, an administrative fine of \$500.00 and the TRL shall be suspended for 7 days;
- (3) For a third violation within a 36-month period, an administrative fine of \$750.00 and the TRL shall be suspended for 30 days;
- (4) For a fourth violation within a 36-month period, an administrative fine of \$1,000.00 and the TRL shall be revoked. The tobacco retail license holder shall be prohibited from selling tobacco products or applying for a tobacco retail license for a period of 3 years.
- (5) For a fifth and any subsequent violations within a 36-month period, an administrative fine of \$1,000 and the tobacco retail license holder shall be permanently ineligible to apply or acquire a tobacco retailer license in the City of Athens.
- (6) The penalties associated with a violation of this chapter are in addition to, not in lieu of, any other penalty applicable under Ohio law or any other legal remedy available to the City.

(D) Sale of multiple items in violation of Section 11.13.06, where the sales occur in a single transaction, shall constitute one violation. For example; sale of three packs of cigarettes and a vial of liquid nicotine to a 19-year old in one transaction shall constitute one violation. Sale of one pack of cigarettes to one 19-year old, one pack of cigarettes to the 18-year old next in line, in two transactions, shall constitute two violations.

(E) It is an affirmative defense for any tobacco retailer charged with a violation of this chapter that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative, a valid driver's license or other form of federal or state

identification showing that the purchaser was at least 21 years of age at the time of the alleged offense.

(F) Any person cited with a violation of this section who does not pay the required administrative fine within 30 days shall receive an unclassified misdemeanor citation into court. Any person cited with a violation of this section who wishes to contest the violation shall visit the Athens Police Department and receive an unclassified misdemeanor citation into court, providing notice and an opportunity to be heard, which shall serve as an appeals process. An unclassified misdemeanor is punishable with a fine of up to \$1,000 and up to 500 hours of community service.

(G) License Fees and Fines collected under this chapter are primarily to be used to fund tobacco retail licensure, compliance and enforcement measures. Any additional funds may be used to for other tobacco control, prevention, and education programs at the Department's discretion.

11.13.09. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or any part thereof, is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional or invalid.

SECTION II: This Ordinance shall be in full force upon the earliest moment permitted by law upon its passage and approval by the mayor.

0-143-23

Introduced by Sam Crawl, Chair
Finance & Personnel Committee

AN ORDINANCE APPROVING A THEN-AND-NOW CERTIFICATE FOR PAYMENT TO BRUNK'S OVERHEAD DOORS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: A Then-and-Now Certificate in the amount of Four Thousand Seven Hundred Forty-Six Dollars (\$4,746.00) is hereby approved for labor and installation to remove and replace bay door electric operators, add safety features, and installation of photo eyes on each door at the City Service Garage, with no purchase order in place.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to maintain fiscal integrity, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-144-23

Introduced by Ben Ziff, Member of Council

AN ORDINANCE AUTHORIZING THE ATHENS CITY SHADE TREE COMMISSION, IN COLLABORATION WITH OHIO UNIVERSITY, TO SUBMIT AN APPLICATION AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), USDA FOREST SERVICE, FOR PARTICIPATION IN THE URBAN FORESTRY GRANT PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, said grant is intended to:

- Contract with local governments or non-profits for the purchase and planting of trees for public benefits.
- Restore community tree canopy with large-stature trees and promote species diversity.
- Reduce stormwater runoff, maximize filtration of overland flow, and improve watershed health.
- Enhance the quality of life in participating cities, villages, and townships.
- Promote urban forestry benefits through the proper planting and care of trees.
- Strengthen and support existing comprehensive community tree care programs.
- Ensure that urban forests provide communities with clean air and water, increased property value, wildlife habitat, and reduced erosion, stormwater runoff, and energy demands.
- Promote Ohio's nursery, arboriculture, and landscape industries through tree purchase and installation contracts.
- Increase the capacity of Ohio communities to effectively manage and grow their urban forest canopy.
- Advance the mission of the Justice40 Initiative and support disadvantaged communities experiencing low tree canopy and environmental justice.
- Build sustainable urban forestry programs.
- Mitigate urban heat islands; and

WHEREAS, the City is partnering with Ohio University to pilot an urban forest planting initiative, planting native fruiting trees at the Ohio University Student Farm/West State Street Park, the Richland Avenue Park, the Athens County Public Library, and the Dairy Lane Park; and

WHEREAS, said trees will be planted in accordance with USDA Forest Service Planting Guidelines; and

WHEREAS, the City is contracting with local arborists, ecologists, and nonprofits to map, maintain, and plant trees on city property and in the city right-of-way; and

WHEREAS, the City is contracting with tree care professionals to provide training to municipal employees regarding proper tree care and planting; and

WHEREAS, the Grant does not require a funding match by the City of Athens;
and

WHEREAS, funding and reimbursement activities will be managed by the lead applicant, Ohio University;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The Athens City Shade Tree Commission is hereby authorized to submit an application, in collaboration with Ohio University, and enter in an agreement with the Ohio Department of Natural Resources (ODNR), USDA Forest Service, for participation in the Urban Forestry Program.

SECTION II: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet the December 29, 2023 application deadline, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

Clerk of Council

APPROVED:

Mayor

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(CITY COUNCIL)

Revised Code, Secs. 5705.34, - 35.

The Council of the **City of Athens**, Athens County, Ohio met in _____
(Regular or Special) session on the _____ day of _____, 2023
at the office of _____ with the following members present:

_____ moved the adoption of the following Resolution:

*WHEREAS, This Council in accordance with the provisions of law has previously adopted
a Tax Budget for the next succeeding fiscal year commencing January 1st, 2024; and*

*WHEREAS, The Budget Commission of Athens County, Ohio has certified its action thereon to
this Council together with an estimate by the County Auditor of the rate of each tax necessary to be
levied by this Council, and what part thereof is without, and what part is within, the ten mill
limitation; therefore, be it*

*RESOLVED, By the Council of the **City of Athens**, Athens County, Ohio that the amounts
and rates, as determined by the Budget Commission in its certification, be and the same are
hereby accepted; and be it further*

*RESOLVED, That there be and is hereby levied on the tax duplicate of said City
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:*

SCHEDULE A SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES	
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FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
100 - General Fund	100.00	100.00	1.0000	1.0000
200 - Capital Projects	0.00	0.00	0.0000	0.0000
300 - Debt Service	0.00	0.00	0.0000	0.0000
400 - Public Safety	0.00	0.00	0.0000	0.0000
500 - Health & Welfare	0.00	0.00	0.0000	0.0000
600 - Education	0.00	0.00	0.0000	0.0000
700 - Parks & Recreation	0.00	0.00	0.0000	0.0000
800 - Community Development	0.00	0.00	0.0000	0.0000
900 - Other	0.00	0.00	0.0000	0.0000
TOTAL	100.00	100.00	1.0000	1.0000

	Column II	Column IV	V	VI
General Fund				
Athens Township		1,042,870	2.60	
Canaan Township		55,440	2.40	
TOTAL	-	1,098,310	5.00	0.00

SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES		
Fund	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
General Fund:		
Total General Fund Outside 10 Mill Limitation		

and be it further

RESOLVED, That the Clerk of this Council be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Athens County.

_____ *seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:*

Adopted the _____ day of _____, 2023.

President of Council

Clerk of Council

CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Athens County, ss.

*I, _____, Clerk of the Council of the **City of Athens**, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original:*

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

Witness my signature, this _____ day of _____, 2023.

Clerk of Council

A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

No. _____

COUNCIL OF THE CITY OF

ATHENS

Athens County, Ohio

RESOLUTION

**ACCEPTING THE AMOUNTS AND
RATES AS DETERMINED BY THE
BUDGET COMMISSION AND
AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO
THE COUNTY AUDITOR.
(City Council)**

Adopted _____, 2023

Clerk of Council

Filed _____, 2023

Jill A. Thompson

Athens County Auditor

By _____
Deputy

Athens City
Tax Revenue Estimates for 2024 (Tax Year 2023)

<u>Tax Rate</u>	<u>Type</u>	<u>Date Voted</u>	<u>Levied Years</u>
2.60 Mills GF - Athens Twp n/a	Inside	n/a	Continuing
2.40 Mills GF - Canaan Twp n/a	Inside	n/a	Continuing

<u>Athens City</u>	<u>Athens Township</u>	<u>Canaan Township</u>	<u>Total</u>
AGR-RES	224,343,220	586,030	224,929,250
OTHER	172,159,380	22,957,500	195,116,880
UTILITY REAL	-	-	-
UTILITY PERS	25,712,100	772,180	26,484,280
PERSONAL	-	-	-
TOTAL	422,214,700	24,315,710	446,530,410

<u>Levy</u>	<u>Eff. Rate A</u>	<u>Eff. Rate B</u>	<u>Full Rate</u>	<u>Estimated Revenue</u>
GF - Athens Twp	2.600000	2.600000	2.60 \$	1,042,870
GF - Canaan Twp	2.400000	2.400000	2.40 \$	55,440
Total Tax Levy Estimate:			\$	1,098,310

Estimates are calculated using tax year 2022 rates and valuation

Total Estimated Revenue does not include PU or PPT Reimbursements.