



AGENDA
ATHENS CITY COUNCIL
MONDAY, DECEMBER 9, 2024 AT 7:00 PM

e-mail: dwalker@ci.athens.oh.us

Streaming is available at www.ci.athens.oh.us/video

1. COMMITTEE OF THE WHOLE:

- Pedestrian Accessibility & Bicycle Task Force (2024 report)
- Affordable Housing Commission (2024 report)
- Community Relations Commission (proposed legislation)

2. PLANNING & DEVELOPMENT COMMITTEE:

- 0 Pomeroy Road (rezone from R-1 to R-3, Planning Commission recommendation, Spire Development, Case #24-07)

3. SPECIAL SESSION

4. Establish Quorum

5. Ordinances for Third Reading:

0-120-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT EXTENSION TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF THE ATHENS COUNTY ECONOMIC DEVELOPMENT COUNCIL; AND DECLARING AN EMERGENCY.

Introduced by the Finance & Personnel Committee

0-121-24

AN ORDINANCE AUTHORIZING 2025 STAFFING LEVELS; REPEALING ALL ORDINANCES INCONSISTENT THEREWITH; AND DECLARING AN EMERGENCY.

Introduced by the Finance & Personnel Committee

0-122-24

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 Risner

0-123-24

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

Introduced by Council Member Risner

0-124-24

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

Introduced by Council Member Swank

0-125-24

AN ORDINANCE AUTHORIZING DISPOSAL OF VEHICLES NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

Introduced by Council Member Spjeldnes

0-126-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 5, PUBLIC UTILITIES, CHAPTER 5.03, WATER REGULATIONS, SECTION 5.03.03, WASTED WATER CHARGED FOR; AND TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED.

Introduced by Council Member McCarey

0-127-24

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT TO LEASE OR OTHERWISE MONETIZE THE CITY'S SOLAR RENEWABLE ENERGY CREDITS (SRECs).

Introduced by Council Member Risner

6. Ordinances for Second Reading:

0-112-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE FINANCIAL SUPPORT FROM THE CITY'S TRANSIENT GUEST TAX FOR THE OPERATION OF THE OUTDOOR RECREATION COUNCIL OF APPALACHIA (ORCA).

Introduced by Council Member Risner

0-128-24

AN ORDINANCE TO PROVIDE FOR AN INCREASE IN THE GENERAL CITY INCOME TAX OF THIRTY HUNDREDTHS OF A PERCENT (.30%) PER ANNUM BEGINNING JANUARY 1, 2026; AUTHORIZING THE QUESTION OF THE INCREASE TO BE PLACED ON THE BALLOT AT THE NEXT PRIMARY ELECTION TO BE HELD ON MAY 6, 2025.

Introduced by the Finance & Personnel Committee

0-129-24

AN ORDINANCE AUTHORIZING THE AUDITOR TO REDUCE 2024 YEAR-END APPROPRIATIONS.

Introduced by Council Member Risner

0-130-24

AN ORDINANCE AUTHORIZING A WATERLINE REPLACEMENT ON FACTORY STREET.

Introduced by Council Member McCarey

0-131-24

AN ORDINANCE DECLARING A REAL AND PRESENT EMERGENCY, THUS OBVIATING THE FORMAL BIDDING PROCEDURE, TO PROCEED WITH THE REPLACEMENT OF THE ADA RAMPS AT ALL FOUR CORNERS OF THE COURT AND UNION STREET INTERSECTION AS WELL AS REPLACEMENT OF THE CROSSWALKS.

Introduced by Council Member Spjeldnes

0-132-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.07, ADMINISTRATIVE DEPARTMENTS; BOARDS AND COMMISSIONS, SECTION 3.07.01, CITY PLANNING COMMISSION.

Introduced by Council Member Swank

0-133-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 23, ZONING CODE, CHAPTER 23.07, BOARD OF ZONING APPEALS, SECTION 23.07.01, APPOINTMENT.

Introduced by Council Member Swank

0-134-24

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 33, SHADE TREE COMMISSION, SECTION 33.01.01 (A)(2), COMMISSION MEMBERSHIP.

Introduced by Council Member Swank

0-135-24

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 2403 (2) CONCERNING WAGES AND WORKING CONDITIONS.

Introduced by the Finance & Personnel Committee

7. Resolution for Second Reading:

- **R-10-24**

A RESOLUTION TO PLACE THE ISSUE OF INCREASING THE CITY INCOME TAX BY THIRTY-HUNDREDTHS OF A PERCENT (.30%) PER ANNUM BEGINNING JANUARY 1, 2026, ON THE BALLOT AT THE NEXT PRIMARY ELECTION ON MAY 6, 2025; AND DIRECTING THE BOARD OF ELECTIONS OF

ATHENS COUNTY TO CONDUCT THE ELECTION.
Introduced by the Finance & Personnel Committee

8. Announcements & Other Business: Motion to Remove each item from the Table:

- **0-115-24**
AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF ATHENS, OHIO DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025.
Introduced by the Finance & Personnel Committee
- **0-116-24**
AN ORDINANCE AUTHORIZING 2025 NON-UNION COMPENSATION; REPEALING ALL ORDINANCES INCONSISTENT THEREWITH; AND DECLARING AN EMERGENCY.
Introduced by the Finance & Personnel Committee
- **0-117-24**
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
- **0-118-24**
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO, OR TO EXTEND THE AGREEMENT WITH THE BOARD OF ATHENS COUNTY COMMISSIONERS, FOR THE PURPOSE OF OBTAINING THE SERVICES OF THE PUBLIC DEFENDER'S OFFICE THROUGH DECEMBER 31, 2025.
Introduced by Council Member Risner

9. Adjournment

Sam Crowl
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.

0-120-24

Introduced by Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT EXTENSION TO PROVIDE FINANCIAL SUPPORT FOR THE OPERATION OF THE ATHENS COUNTY ECONOMIC DEVELOPMENT COUNCIL; 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 a contract extension through December 31, 2027, to provide financial support for the operation of the Athens County Economic Development Council (ACEDC) in the amount of Sixty Thousand Dollars (\$60,000.00) annually from the General Fund. A copy of said Agreement and ACEDC deliverables 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 contract expires December 31, 2024, 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

AGREEMENT

PARTIES: This extension **AGREEMENT** is entered into between the City of Athens, Ohio, hereinafter referred to as "City," and the Athens County Economic Development Council, hereinafter referred to as the "Development Council."

PURPOSE: This extension **AGREEMENT** is for the purpose of providing financial support for economic development activities of the Athens County Economic Development Council, and shall be in effect through December 31, 2027.

DEVELOPMENT COUNCIL AGREES:

To use the sum paid by the City for the support of economic development activities.

CITY AGREES:

To pay (\$60,000.00) annually.

BOTH PARTIES AGREE:

1. 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 ECONOMIC DEVELOPMENT COUNCIL:

President & CEO
Economic Development Council

Date

APPROVED AS TO FORM:

Lisa Eliason, Director of Law

Date

ACEDC Deliverables
Prepared for Athens City Council

The ACEDC staff will share monthly activity reports with city council members, following the approval of said reports by the ACEDC Board of Directors. The reports will contain program metric updates, ongoing project progress updates, and emerging opportunity updates.

The ACEDC will conduct a business climate survey on an annual basis. Results of the survey, and recommendations based on those results will be shared with city council on an annual basis.

The ACEDC staff will actively partner with the City of Athens staff to identify infrastructure improvement needs and opportunities that are vital to the retention and expansion of existing businesses as well as new business opportunities.

The ACEDC will compile a list annually of all new prospect companies that at any time, have considered Athens County as a new business location. This list will also include, if available, the reason(s) the prospect company made a choice other than Athens County.

On an annual basis, the ACEDC Executive Director will appear at a regular city council meeting and present economic development updates. An economic overview report will be provided to council at this time.

At periodic times throughout the calendar year, and as approved by the ACEDC Board of Directors, Athens City Council members will be invited to attend regular ACEDC meeting(s).

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROR11

Ordinance No. **0-121-24** Passed _____, 20____

Introduced by Finance & Personnel Committee

15x 11/18
AN ORDINANCE AUTHORIZING 2025 STAFFING LEVELS; 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 2025, authorized staffing levels, attached hereto and incorporated herein by reference, shall be in effect, and all ordinances inconsistent therewith shall be repealed.

SECTION II: 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 be sunset to the official staffing levels.

SECTION III: 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

2025 FUND	DEPARTMENT	POSITION	F.T.E.
101.101 General	Mayor	Executive Assistant (Mayor)	1
101.101 General	Mayor	Administrative Coordinator-Human Resources Coordinator	1
101.101 General	Mayor	Grants-Administrator Executive Assistant (SSD)	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	4-2
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
101.106 GENERAL	MUNI. COURT	PROBATION OFFICER	0.5
237.106 DUI COURT	MUNI. COURT	PROBATION OFFICER	0.5
237.106 DUI COURT	MUNI. COURT	DIVERSION PROGRAM COORDINATOR	0.5
235.106 COURT CCA	MUNI. COURT	INTENSIVE PROBATION DIRECTOR	1
232.106 UNDERAGE DRINKERS	MUNI. COURT	DIVERSION PROGRAM COORDINATOR	0.75
101.106 GENERAL	MUNI. COURT	DIVERSION PROGRAM COORDINATOR	0.75
101.106 GENERAL	MUNI. COURT	COURT ADMINISTRATOR	1
101.106 GENERAL	MUNI. COURT	COURT REPORTER	1
101.106 GENERAL	MUNI. COURT	COURT SECURITY	1
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
2025 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	Dir.Dev. Enforcement Facilities	1
101.351 General	Code	Assistant Director of Development, Enforcement and Facilities	1
101.718 General	Parking Enforcement	Parking Enforcement Officer	5
101.718 General	Parking Enforcement	Data Entry Operator, Parking	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	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
270.940 Recreation	Recreation	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
271.940 Comm. Ctr.	Community Center	Maint Tech/Trainee/Laborer	5
740.635 Water	Maintenance	Labor Supervisor	1
740.635 Water	Maintenance	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
2025 FUND			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/PI Mech/Relief Oper/PI Mech	8
740.637 Water	Treatment Plant	Master Mechanic	1
740.637 Water	Treatment Plant	Plant Manager	1
740.637 Water	Treatment Plant	Environmental Coordinator	0.25
740.637 Water	Treatment Plant	Maint Tech/Trainee/Laborer	5
750.635 Sewer	Maintenance	Labor Supervisor	1
750.635 Sewer	Maintenance	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	1
750.637 Sewer	Treatment Plant	Meter Reader	0.3
750.637 Sewer	Treatment Plant	Project Inspector	1
750.637 Sewer	Treatment Plant	Lab Technician	1
750.637 Sewer	Treatment Plant	Oper/PI Mech/Relief Oper/PI 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 Control	2
760.636 Sanitation	Administration	General Secretary	0.5

2025 FUND	DEPARTMENT	POSITION	F.T.E.
865.645 Int. Service	Int. Service	Master Mechanic	2
865.647 Internal Svc.	Internal Svc.	IT Technician	1
865.647 Internal Svc.	Internal Svc.	System Admin.	1
	TOTAL		187.89

PART-TIME AND SEASONAL EMPLOYEES

FUND	DEPARTMENT	POSITION	NUMBER	HOURLY RATE
101.101 General	Mayor	Intern	5-4	\$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	2	Starting pay is
				\$1.00 less than a FT Patrol Off.
101.351 GENERAL	CODE	INTERN	1	\$12.00- \$2.50 ABOVE
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 Pff.
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
220.717 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

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

Arts/Recreation Fund

0-122-24

Introduced by Jeff Risner, 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, 2025, to December 31, 2025, 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 1/1/2025, 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)

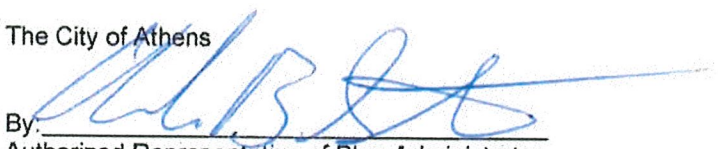
Claims and benefit management and processing services as described more fully in the Agreement.

Annual Renewal Fee	\$ N/A
For medical claims management services <i>*Note: in the event of termination, additional fees may apply.</i>	\$ 24.50
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 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.

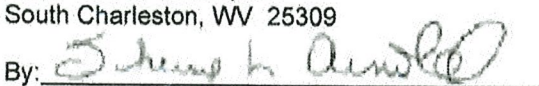
PLAN ADMINISTRATOR

The City of Athens

By: 
Authorized Representative of Plan Administrator

Arden B. Stone
Printed Name

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

By: 
SHERRY L. ARNOLD
Chief Executive Officer

0-123-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

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

WHEREAS, the current contract expires on December 31, 2024;

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

SECTION I: Effective January 1, 2025, the Service-Safety Director is hereby authorized to enter into a one-year contract ending December 31, 2025, 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, 2025

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 01/01/2024 through 12/31/2025
enter date *enter date*
 and Paid from 01/01/2025 through 12/31/2025
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>107.70</u>	<u>43</u>
Employee and Spouse	\$ <u>209.93</u>	<u>49</u>
Employee and Dependent Children Only	\$ <u>186.33</u>	<u>13</u>
Employee, Spouse and Dependent Children	\$ <u>312.99</u>	<u>79</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 01/01/2024 through 12/31/2025
enter date *enter date*
 and paid from 01/01/2025 through 12/31/2025
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>1,177.29</u>	<u>43</u>	\$ <u>14.01</u>
Employee and Spouse	\$ <u>2,345.17</u>	<u>49</u>	\$ <u>14.01</u>
Employee and Dependent Children Only	\$ <u>2,075.55</u>	<u>13</u>	\$ <u>14.01</u>
Employee, Spouse and Dependent Children	\$ <u>3,522.45</u>	<u>79</u>	\$ <u>14.01</u>
Other—please describe	\$ _____	_____	\$ _____

viii. Minimum Aggregate Attachment Point \$ 5,649.510. *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.

NON STANDARD PRODUCT OPTION L: Terms reserve the right to place a higher specific 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 above.

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

0-124-24

Introduced by Alan Swank, 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 undertake the services as set forth in Exhibit 1, Scope of Services, to include management and administration of City Grant-Funded Projects, completion of the Americans with Disabilities Act (ADA) Transition Plan, and work in collaboration with the City on identified projects, 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 2025 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



**Advocacy and Consulting Services Contract:
Sunday Creek Horizons and the City of Athens**

This Consulting Agreement ("**Agreement**") is entered into on the ____ day of _____ (the "**Effective Date**"), by and between the **City of Athens**, its successors and assigners, located at 8 East Washington Street, Athens, Ohio, 45701 ("**Client**"), 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. Consultant 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 sixty (60) days written notice.

3. Performance and Compensation.

- a. **Monthly Retainer.** Consultant will earn compensation (the "**Monthly Retainer**") from Client in the amount of \$10,000.00 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.** 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, Consultant 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.** 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. Parties hereby



consent and submit to the jurisdiction and forum of the state and federal courts in the State of Ohio for all claims, demands and controversies arising out of this Agreement or the enforcement of the provisions of same.

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. **Mediation.** 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.
14. **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.
15. **Entire Agreement.** This Agreement constitutes the entire understanding between Consultant 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 Consultant 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

Consultant and Client have agreed to the following scope of services for Project Management, Economic Development, and Legislative Advocacy. These services will be managed by various staff members and divisions within the Sunday Creek Horizons (SCH) organization.

I. Project Management

A. Management and Administration of City Grant-Funded Projects - Planning & Project Funding Division

1. Scope of Responsibility

- a) SCH will serve as the City of Athens' designated representative and liaison with granting agencies for projects specified by the City administration. SCH will ensure grant compliance by collaborating closely with City staff and integrating seamlessly with the City's financial systems. Responsibilities include tracking appropriations and fund balances, preparing payment vouchers, and maintaining comprehensive knowledge of payment methods.

2. Project(s)

- a) At Work In Appalachia (Armory) Project
 - (1) Management of the At Work In Appalachia project, including the tracking of all funding sources.
- b) CDBG Projects (in conjunction with HAPCAP)
 - (1) Management of current and future CDBG projects in collaboration with HAPCAP.
- c) Safe Streets & Roads for All Grant
 - (1) Management and oversight of compliance and reporting for the Safe Streets & Roads for All Grant through the U.S. Department of Transportation.
- d) American Rescue Plan Act (ARPA) Funds
 - (1) Tracking and reporting the use of ARPA funds, ensuring full compliance with federal requirements.

3. Future Considerations

- a) Beginning in 2025, SCH's Planning & Project Funding Division will manage the projects listed above; however, this portfolio may evolve and expand as the City administration identifies new projects over time.

B. Americans with Disabilities Act (ADA) Transition Plan Completion - Community Partnerships Division and Planning & Project Funding Division

1. Scope of Responsibility

- a) SCH will support the City Planner, Deputy Service-Safety Director (Facilities), DEIA Coordinator, and the Engineering & Public Works Department in completing and publishing the City's ADA Transition Plan. While considerable progress was achieved by the former City Planner and Assistant Engineer, the plan remained unfinished following their departure. SCH will take responsibility

for finalizing the plan, overseeing its publication, and coordinating its release to the public.

2. Project(s)

a) ADA Transition Plan

- (1) SCH will lead the completion of the ADA Transition Plan through comprehensive review and proofreading to ensure accuracy, compliance, and alignment with legal and operational standards. SCH will compile any outstanding sections, finalize the content, and prepare the plan for publication. Upon completion, SCH will manage both the publication and public distribution, coordinating with City departments to ensure accessibility across appropriate channels. Throughout, SCH will adhere to the guidelines and standards of the ADA Title II Primer, meeting all legal and procedural requirements.

3. Future Considerations

- a) SCH will ensure that the ADA Transition Plan functions as a dynamic, evolving document, allowing for timely updates and revisions in response to new information or regulatory changes.

II. Community and Economic Development Activities - Community Partnerships Division and Private Partnerships Division

1. Scope of Responsibilities

- a) Project Management & Support: SCH will work closely with City leadership to support their goals for community and economic development. SCH will provide targeted assistance as needed to inform, guide, or support City leadership with projects of importance as they are identified. SCH will provide research, memo-drafting, and project-oriented consulting services to the City in a manner both proactive and reactive to the City's needs. This scope is intended to encompass a broad range of deliverables, and will enable the City to lean on SCH's internal capacity and experience to advance projects. This project support will also overlap with the advocacy portion of SCH's scope of work, as SCH will implement advocacy strategies as needed to drive project success.

- (1) This portion of the scope of work will manifest in a similar working relationship between SCH and the City of Athens as it existed while working on the Armory Redevelopment Project. I.e. The City of Athens will communicate to SCH a project of importance, along with gaps in funding and capacity to achieve the project. SCH will collaborate with the City to formulate and implement a strategy to overcome these obstacles and achieve success on the identified project.

2. Project(s)

- a) Redevelopment of Columbus Road Fire Station
- b) Utilization of City's Fiber Assets
- c) Construction of ALCO Boat Ramp
- d) Establishment of a Physical Hub for Farmers' Market
- e) Others as they are identified.

III. Legislative Advocacy - Public Sector/Government Relations Division

1. Scope of Responsibility

- a) SCH will actively represent the City of Athens and its initiatives by engaging with state and federal agencies, advocating for support and resources that align with the City's priorities. This effort includes direct outreach to elected officials and their teams to communicate the City's objectives and secure strategic support. SCH will build on established relationships and forge new connections with agency leaders to secure grant funding and project backing for key initiatives identified by the City administration. Through these efforts, SCH aims to ensure Athens' needs are prioritized and that essential resources are allocated to support its growth and future development.

IV. Communication - All SCH Divisions

1. Scope of Responsibilities

- a) SCH staff will attend monthly meetings with the City of Athens either in-person or virtually to provide status updates, discuss the next steps, and strategize on new projects or opportunities. SCH staff will regularly communicate project updates and be available via phone or email communication.
- b) SCH proposes to meet monthly or as needed with Kerry Pigman of the Athens County Foundation and Mollie Fitzgerald of the Athens County Economic Development Council to represent the City of Athens' interests in economic and community development-focused discussions.

0-125-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING DISPOSAL OF VEHICLES NO LONGER NEEDED
FOR A MUNICIPAL PURPOSE.

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

SECTION I: Athens City Council hereby declares the following no longer
needed for a municipal purpose:

<u>VEHICLES</u>	<u>SERIAL/VIN #</u>	<u>FIXED ASSET#</u>
2016 Ford E-450 (313,491 miles)	1FD FE4FS5GDC25850	850323
2018 Ford E-450 (218,326 miles)	1FTYR2XM9JKA52732	850356

SECTION II: The above-listed vehicles have reached their useful life
and will be sold for scrap and are hereby authorized for disposal.

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

0-126-24

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 5, PUBLIC UTILITIES, CHAPTER 5.03, WATER REGULATIONS, SECTION 5.03.03, WASTED WATER CHARGED FOR; AND TITLE 1, GENERAL PROVISIONS, CHAPTER 1.03, CODE FEES ESTABLISHED.

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

SECTION I: Athens City Code Title 5, Public Utilities, Chapter 5.03, Water Regulations, Section 5.03.03, Wasted Water Charged For, is hereby amended to read as follows:

5.03.03. - Wasted water charged for.

Unless registered in the Residential Water Loss Protection Program, All water that passes through a meter shall be charged for whether used, wasted, or lost, and the mayor or service-safety director may grant relief to the requirement when a water line breaks between the meter and the serviced building, With a verifiable break, the water and sewer charges shall be assessed for that month based upon the average monthly usage of the previous six months.

Residential addresses with a 5/8" or 1" line, may sign up for the Residential Water Loss Protection Program. The cost of the protection program is established by separate ordinance. A maximum credit of \$750 may be applied to registered accounts for one (1) verified break or leak once per calendar year. Additional terms and conditions for the program shall be set by the Service-Safety Director and administered through the Utilities Billing Office.

SECTION II: Athens City Code Title 1, General Provisions, Chapter 1.03, Code Fees Established, is hereby amended to read as follows:

Section 5.03.03, Residential Water Loss Protection Program.

\$36.00 annual opt-in fee added to a water customer's account, renewable annually.

SECTION III: 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

0-127-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A CONTRACT TO LEASE OR OTHERWISE MONETIZE THE CITY'S SOLAR RENEWABLE ENERGY CREDITS (SRECs).

WHEREAS, the City of Athens maintains several behind-the-meter solar arrays, both City-owned and through power purchase agreements through third parties; and

WHEREAS, Solar Renewable Energy Credits (SRECs) can be allocated to the energy produced by these arrays and monetized on energy markets;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a contract to lease or otherwise monetize the City's Solar Renewable Energy Credits (SRECs).

SECTION II: The Auditor is hereby requested to receipt proceeds from the sale of SRECs into Capital Improvements Fund, 580.

SECTION III: The Administration shall report the status and performance of said leases to the City Council at least once per 2-year Council term.

SECTION IV: 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

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROR11

Ordinance No. **0-112-24** Passed _____, 20____

Introduced by Council Member Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE FINANCIAL SUPPORT FROM THE CITY'S TRANSIENT GUEST TAX FOR THE OPERATION OF THE OUTDOOR RECREATION COUNCIL OF APPALACHIA (ORCA); 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 to provide financial support from the City's Transient Guest Tax, paid into the General Fund, to the Outdoor Recreation Council of Appalachia (ORCA), a Regional Council of Governments (COG) for the operation of ORCA, provided that the proceeds of such tax are sufficient, legally available, and lawfully appropriated for the purpose, and the City's General Fund reserve balance is 8% or higher, for the year 2024. Thereafter the reserve balance shall be 9% or higher. 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 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

AGREEMENT

PARTIES: This Agreement is entered into by and between the City of Athens, Ohio, hereinafter referred to as “City” and the Outdoor Recreation Council of Appalachia, hereinafter referred to as “ORCA.”

PURPOSE: This Agreement is for the purpose of providing financial support for the operation of ORCA and shall continue from year to year and be in effect until withdrawn by the City. In such a case, the City shall notify the ORCA Board in writing ninety (90) days prior to withdrawal as set forth below. This Agreement shall replace and supersede any prior Agreements.

ORCA AGREES:

- 1) Any prior Agreements, including the Agreement attached to Athens City Ordinance 110-19, entered into between ORCA and the City, are **null and void**. Further, the City is hereby released from all financial obligations on any prior agreements, including the financial obligation referred to in Athens City Ordinances 110-19 and 45-24.
- 2) To use the sum paid by the City for the purpose of integrating conservation, outdoor recreation, and economic development in a way that strengthens and inspires communities in Southeast Ohio and to develop outdoor recreation opportunities across governmental boundaries that create sustainable and equitable economic development, inspiring communities throughout Appalachian Ohio.
- 3) To provide to Athens City Council by the end of the first quarter of each calendar year, a complete written accounting of all expenditures of funds and activities of ORCA in which City funds were expended during the preceding twelve (12) month period.

CITY AGREES:

- 1) To pay Annual Membership Dues to ORCA by the end of the first quarter of each calendar year in an amount equaling one dollar for each resident of the City. Payment amounts will correspond with current Census population data
- 2) For calendar year 2024, the City will pay ORCA the sum of \$24,673, for 2024 Annual Membership Dues, which is due and payable upon signing of this agreement as authorized by Athens City Council.
- 3) For calendar year 2025 and thereafter, the City will pay the Annual Membership Dues to ORCA by the end of the first quarter of each calendar year.
- 4) If the City wishes to withdraw from ORCA, the City shall notify the ORCA Board in writing ninety (90) days prior to withdrawal. Withdrawal will be final after the ninetieth (90th) day, EXCEPT THAT all obligations, financial or otherwise, to ORCA assumed by the City prior to submitting the notice of intent to withdraw shall continue until the end of ORCA’s then-current Fiscal Year.

For the City of Athens, Ohio:

Steve Patterson, Mayor

Date

For the Outdoor Recreation Council of Appalachia

Director:

Date

Director:

Date

Director:

Date

Director:

Date

Director:

Date

Approved as to Form:

Lisa A. Eliason, Athens City Law Director

Date

Introduced by Finance & Personnel Committee

AN ORDINANCE TO PROVIDE FOR AN INCREASE IN THE GENERAL CITY INCOME TAX OF THIRTY HUNDREDTHS OF A PERCENT (.30%) PER ANNUM BEGINNING JANUARY 1, 2026; AUTHORIZING THE QUESTION OF THE INCREASE TO BE PLACED ON THE BALLOT AT THE NEXT PRIMARY ELECTION TO BE HELD ON MAY 6, 2025.

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

SECTION I: Upon passage by a majority of the electors of the City of Athens, Title 17 of the Athens City Code of Ordinances shall be hereby amended to provide for City Income Tax of Two and 25/100 percent (2.25%), annually, effective January 1, 2026, for a total of Two and 25/100 percent (2.25%) per annum, rather than the current One and 95/100 percent (1.95%) per annum.

SECTION II: The Thirty Hundredths of a percent (.30%) increase in general tax imposed by this Ordinance, will provide for a total of Two and 25/100 percent (2.25%) tax per annum, rather than the current 1.95% tax per annum, and shall be levied, collected and paid with respect to all income as defined in Athens City Code Chapter 17.01, subject to the tax earned on and after January 1, 2026.

SECTION III: This Ordinance shall be placed on the ballot at the primary election to be held on May 6, 2025, and shall be subject to the approval of a majority of the electors.

SECTION IV: In the event that less than a majority of the electors vote to approve the Thirty Hundredths of a percent (.30%) tax increase to be imposed January 1, 2026, as authorized herein, the present One and 95/100 percent (1.95%) income tax rate shall remain in full force and effect as if the election had not occurred.

SECTION V: The Clerk of Council is hereby directed to file a certified copy of this Ordinance at least 90 days before May 6, 2025, with the Athens County Board of Elections pursuant to Section 718.01 of the Ohio Revised Code.

SECTION VI: 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

0-129-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE AUDITOR TO REDUCE 2024 YEAR-END APPROPRIATIONS.

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

SECTION I: The Auditor is hereby authorized to reduce the 2024 appropriations where anticipated receipts are not adequate and, when combined with the carry forward balance, not sufficient to approve the full appropriation of funds.

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

0-130-24

Introduced by Micah McCarey, Chair
City Services Committee

**AN ORDINANCE AUTHORIZING A WATERLINE REPLACEMENT ON
FACTORY STREET.**

WHEREAS, this waterline was designed as an alternate bid for the Ohio University HCOM building; and

WHEREAS, this 10" waterline connection on Factory Street will connect the 12" line on West Union Street to the 14" line that runs through the Ohio University Central Plant complex and serves the southside of the City;

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

SECTION I: The Service-Safety Director is hereby authorized to expend up to Two Hundred Twenty-Two Thousand Dollars (\$222,000.00) from the 2025 budget, Water Fund, Maintenance, 740.635, T.C. 500, for said waterline replacement on Factory Street.

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

0-131-24

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE DECLARING A REAL AND PRESENT EMERGENCY, THUS OBVIATING THE FORMAL BIDDING PROCEDURE, TO PROCEED WITH THE REPLACEMENT OF THE ADA RAMPS AT ALL FOUR CORNERS OF THE COURT AND UNION STREET INTERSECTION AS WELL AS REPLACEMENT OF THE CROSSWALKS.

WHEREAS, this project has already been bid three times as part of the Uptown Improvements project, with no bidder; and

WHEREAS, the contractor currently working to fill in the voids under the sidewalk beside the Lostro Building in the City's right-of-way at this intersection is willing to proceed with the replacement of the ADA ramps and crosswalks during Ohio University's winter break; and

WHEREAS, it is vitally important that this uptown intersection be in compliance with ADA requirements;

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

SECTION I: Due to the need for immediate action to proceed with the replacement of the ADA ramps at all four corners of the Court and Union Street intersection as well as replacement of the crosswalks with stamped concrete to resemble brick, the City of Athens hereby declares an emergency situation pursuant to Ohio Revised Code Section 735.051.

SECTION II: The 2024 Appropriation Ordinance, 130-23, is hereby amended by appropriating from the unappropriated balance the sum of Two Hundred Thousand Dollars (\$200,000.00) to Street Fund, 220, T.C. 500, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is hereby authorized to enter into a contract with M & M Construction and to expend up to Two Hundred Thousand Dollars (\$200,000.00) from Street Fund, 220, T.C. 500, for said replacement of ADA ramps and crosswalks.

SECTION IV: 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 it is necessary to provide ADA accessible streets and sidewalks within our community, 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

0-132-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 3, ADMINISTRATIVE PROVISIONS, CHAPTER 3.07, ADMINISTRATIVE DEPARTMENTS; BOARDS AND COMMISSIONS, SECTION 3.07.01, CITY PLANNING 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 3.07.01, City Planning Commission, is hereby amended to read as follows:

3.07.01. - City planning commission.

A planning commission for the city, consisting of the mayor, the service-safety director, and ~~three~~ **two** citizens of the municipal corporation, **and one public member** is established as provided in the Ohio Revised Code, Section 713.01; the members of the commission shall be appointed/**reappointed by the mayor for a term of six (6) years** and serve in accordance with, and shall be subject to all the provisions of the Ohio Revised Code pertaining to the commission.

The public members appointed under this section need not be residents of the municipal corporation but shall be residents of the county in which the municipal corporation is located or a township that is adjacent to the county.

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

0-133-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 23, ZONING CODE, CHAPTER 23.07, BOARD OF ZONING APPEALS, SECTION 23.07.01, APPOINTMENT.

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

SECTION I: Athens City Code Title 23, Zoning Code, Chapter 23.07, Board of Zoning Appeals, Section 23.07.01, Appointment, is hereby amended to read as follows:

23.07.01. - Appointment

The BZA shall consist of five members who are electors of the city appointed/**reappointed** by the mayor, subject to confirmation by the council for staggered terms of three years. Vacancies shall be filled in the same manner for the unexpired term. The members of the BZA shall serve at such compensation as may be fixed by ordinance and each member shall serve until a successor is appointed and qualified. Members of the BZA may be removed by the mayor for cause upon written charges and after public hearing. The mayor shall appoint, for a term of three years, two alternate members of the BZA, with staggered terms, subject to confirmation by the council, who shall act, with full power, only when a regular member is absent from a meeting or is unable to vote because of conflict of interest in the matter.

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

0-134-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AMENDING ATHENS CITY CODE TITLE 33, SHADE TREE COMMISSION, SECTION 33.01.01 (A)(2), COMMISSION MEMBERSHIP.

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

SECTION I: Athens City Code Title 33, Shade Tree Commission, Section 33.01.01 (A)(2), Commission Membership, is hereby amended to read as follows:

33.01.01. – Commission membership.

(A)

(2) All members appointed/**reappointed** by the mayor, with the approval of council, shall serve three-year terms. The two alternates appointed by the mayor, with the approval of council, shall serve three-year terms. Board members may serve two consecutive three-year terms. The commission shall appoint its own chairperson from among its voting members. In the event of the death or resignation of any member, a successor shall be appointed from the alternates to serve the unexpired term for which such member had been appointed.

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

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROR11

Ordinance No. **0-135-24** Passed _____, 20____

Introduced by the Finance & Personnel Committee

15x 12/19
AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 2403 (2) 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 to execute an employment agreement with The American Federation of State, County, and Municipal Employees (AFSCME) Local 2403(2), a copy of which is attached hereto and incorporated herein by reference.

SECTION II: The effective date of the terms of said agreement is October 5, 2024, through October 5, 2027.

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

CITY OF ATHENS
CODE ENFORCEMENT OFFICERS

AND

AFSCME LOCAL 2403(2)

Effective Dates:

October 5, 2024 through October 5, 2027

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	3
ARTICLE 2 - COOPERATION.....	3
ARTICLE 3 - RECOGNITION OF UNION.....	3
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - UNION BUSINESS AND RESPONSIBILITIES	7
ARTICLE 6 - DISCIPLINE AND DISMISSAL PROCEDURES.....	8
ARTICLE 7 - HOURS OF WORK AND OVERTIME	9
ARTICLE 8 - BULLETIN BOARDS	11
ARTICLE 9 - GRIEVANCE PROCEDURE.....	12
ARTICLE 10 - POSTINGS AND PROMOTIONS.....	15
ARTICLE 11 - SENIORITY	16
ARTICLE 12 - LAYOFFS AND RECALL	18
ARTICLE 13- TYPES OF LEAVES.....	19
ARTICLE 14- HOLIDAYS	28
ARTICLE 15 - WAGES	29
ARTICLE 16- INSURANCE	31
ARTICLE 17 - SAFETY.....	34
ARTICLE 18 - LABOR-MANAGEMENT COMMITTEE	34
ARTICLE 19 - CELL PHONES.....	35
ARTICLE 20 - NO STRIKE OR LOCKOUT	35
ARTICLE 21 - SAVINGS CLAUSE.....	35
ARTICLE 22 - RETIREMENT AWARENESS.....	36
ARTICLE 23- NON-DISCRIMINATION	37
ARTICLE 24 - DURATION OF AGREEMENT	37
ARTICLE 25 - TOTAL AGREEMENT	38
ARTICLE 26 - EDUCATION BENEFITS	38
ARTICLE 27 - ALCOHOL/DRUG TESTING-NON-COL EMPLOYEES	38
ADDENDUM# 1	40
ADDENDUM# 2	41
SIGNATURE PAGE	42

ARTICLE 1 - PREAMBLE

This Agreement entered into by the City of Athens, Ohio, hereinafter referred to as the Management, and the American Federation of State, County and Municipal Employees, Local No. 2403(2), and Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, has as its purpose: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the complete agreement between the parties, including the providing of an opportunity for Management and Union to negotiate as to wages, hours and conditions of employment as may be agreed upon by the parties and to insure the right to every bargaining unit employee of fair and impartial treatment.

ARTICLE 2 - COOPERATION

The Management and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conserving of materials, supplies, equipment and the improvement in quality of workmanship and services. It is the express goal of the Management and the Union to improve productivity.

ARTICLE 3 - RECOGNITION OF UNION

Section 1. Bargaining Rights

Athens City Employees, Local No. 2403(2), Ohio Council 8, A.F.S.C.M.E., AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for the bargaining unit as hereinafter defined.

Section 2. Unit Defined

Included: All full-time employees of the City of Athens, Code Enforcement Division including the classifications Code Inspector and Administrative Assistant.

Excluded: All management-level employees, confidential employees, and supervisors as defined in the Act including the Assistant Director of Development, Enforcement and facilities and the Director of Code Development, Enforcement and Facilities.

Section 3. Exclusions

In addition, the following groups of employees are excluded from the bargaining unit:

- A. Those classes which, on the effective date of this Agreement, are represented by other established bargaining agents.
- B. Temporary, seasonal and part-time employees.
- C. Confidential, management and supervisory employees, as defined by Ohio's collective bargaining law.

Section 4. "Employee " Defined

The term "employee" or "employees," as used in this Agreement, shall refer to those persons included in the bargaining unit.

Section 5. Union Dues

- A. The City agrees to deduct monthly union dues from the wages of employees upon receipt of written authorization signed by an employee for that purpose.

Union Dues Revocation. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the Collective Bargaining Agreement. Copies of the employee's dues checkoff authorization cards are available from the Union upon request.

The employee must give written notice of revocation to the Union Office, 36 South Plains Road, The Plains Ohio 45780. Council 8 will notify the employer with a letter in regard as to when to stop taking Union dues from the employee.

Union Membership Revocation/Maintenance of Membership. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

- B. Upon the presentation of a written deduction authorization signed by the employee the employer shall deduct union dues, initiation fees, and assessments from the pay of bargaining unit

employees in accordance with the terms of the executed authorization. The Union shall notify the Employer of the amounts to be deducted. Deductions shall be made from the pay of employees (Monthly) (Bi-Weekly).

All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any changes to the Union's account information.

The Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in PDF format to oc8dues@afscme8.org :subject line: Local, pay date --/--/--:

- (1) Dues List: Name (last name, first name, middle initial) and the amount of the deduction for each employee, as well as the total amount of the dues deducted for all employees for the pay period of the report.
- (2) Total Remittance Amount- This section shall be deemed complied with if one list containing fields with all the above information (including a field showing whether an employee is a union member or non-union member) is provided by the Employer to the Union in PDF format for all bargaining unit employees. The grouping of members and non-members, and the totals required under this section shall be calculated and/or organized by the Union using the fields provided in the PDF format.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly). In the event there is a change in law so that obtaining or continuing employment may be conditioned on the payment of fair share fee to the Union, the Employer and the Union agree to meet and confer to negotiate any agreeable terms. All employees in the bargaining unit covered by this Agreement, who are members of the Union of the date of this Agreement, all future employees in the bargaining unit who become members of the Union, shall continue to be members of the Union pursuant to the terms and conditions of the membership checkoff card.

Section 6. People Check Off

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. The employee's deduction shall be deposited via electronic ACH transfer into the Union's bank account within five (5) to fifteen (15) days following the date they are deducted from the employee's payroll. The employer shall provide a dues list that provides the following: employee's first and last name, department, dues deduction amount and the corresponding check date. The dues list is to be uploaded, in PDF format, and the AFSCME-secure file transfer portal through <http://enterprise.afscme.org>. The file shall be uploaded within fifteen (15) days following the pay period in which dues were deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

ARTICLE 4- MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Management reserves and retains solely and exclusively all of its rights of authority, as such rights existed prior to the execution of this or any other Agreement with the Union, including, but in no way limited to, these rights:

- A. To establish training programs and upgrade requirements for employees within the City of Athens;
- B. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the function and programs of the City of Athens, standard of services, its overall budget, utilization of technology, and/or organizational structure;
- C. To direct, supervise, evaluate, and/or hire employees;
- D. To maintain and improve the efficiency and/or effectiveness of governmental operations;
- E. To determine the methods, process, means, and/or personnel by which governmental operations are to be conducted;
- F. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- G. To determine the adequacy of the work force;
- H. To determine the overall mission of the City of Athens as a unit of government;
- I. To effectively manage the work force;
- J. To take actions to carry out the mission of the City of Athens as a governmental unit.

ARTICLE 5 - UNION BUSINESS AND RESPONSIBILITIES

Section 1. The Union shall provide to the Personnel Director official roster of its officers and representatives of Ohio Council 8, local officers, and other local representatives after each annual election and whenever a change has occurred, which shall include:

- A. Name
- B. Address
- C. Home phone number
- D. Department and/or employer
- E. Immediate Supervisor
- F. Union Office held

Section 2. A representative of Local 2403(2) and/or a representative from Ohio Council 8 has the right to represent an employee(s) in disciplinary and grievance hearings, scheduled negotiations, and Management/Union meetings involving City-Union matters, further provided the representative of Local 2403(2) will be permitted consultation with an Ohio Council 8 representative. All other union business will be accomplished by the representative of Local 2403(2) and/or representatives of Ohio Council 8 in a non-city pay status.

The representatives of Local 2403(2) are required to maintain a record of the authorized time spent on such activities and must submit records of such time spent to the Personnel Director by the 10th of the month following such activity. In no event will Management capriciously deny authorizing reasonable time for the investigation of filed grievances by a representative of Local 2403(2).

Section 3. The number of stewards shall not be more than one (1).

Section 4. The stewards' names and departments shall be furnished to the Personnel Director by the Union and be kept current at all times. If a steward's name is not listed, he will not be granted time away from his job.

Union business other than that listed in Section 2 or 5 of this Article shall not be conducted by a representative of Local 2403(2) on City time unless otherwise approved by Management; and any such Union business authorized under this Article shall not interfere with the work assignment of the representative(s) of Local 2403(2) involved, or the work assignment of any other employees.

Section 5. Not more than two (2) Union members, designated by the Union, shall participate in negotiation meetings. Such employees shall be paid on a no loss or gain basis for authorized time spent during normal working hours at such meetings.

Section 6. A representative of Ohio Council 8 may consult with employees in the

assembly area, designated by the Management, before the start of, and at the completion of, the day's work, and he shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, attending new employee orientation and for the purpose of carrying into effect the provisions and aims of the Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 7. The Chapter Chair or Vice Chair of the Union shall have the same privileges accorded to the Steward for purposes of coordinating and expediting grievances, except that said Union officials shall not be accorded these privileges simultaneously.

Section 8. Administrative leave, at the rate of one-half (½) pay per each day of leave, shall be granted for one delegate from Local 2403(2) to attend Union seminars. Such leave shall not exceed six (6) days per calendar year, and shall be permitted with the prior approval of the Service-Safety Director. *

Section 9. The Union shall get up to thirty (30) minutes to meet with all new employees (New Employee Orientation). A member of the Human Resources Department or employer designee shall be permitted to be present.

ARTICLE 6 - DISCIPLINE AND DISMISSAL PROCEDURES

Section 1. When a supervisor suspends, reduces or dismisses an employee, such employee may be conditionally suspended pending a mandatory hearing thereon. Such employee, and the Union, shall thereafter be given or mailed notice of such suspension, reduction, or dismissal. Such notice shall be in writing and state the reasons therefor and set the time and place for a hearing before the appropriate Management representative or his designee, and shall be sent within a reasonable period of time after the employee is alleged to have committed an offense.

Section 2. At any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (written reprimand, suspension, reduction or dismissal) is likely to result, the supervisor shall give notice to the employee 24 hours prior to such meeting of the employee's right to have a steward present. At any time a supervisor conducts a disciplinary meeting with an employee, the result of which will be a written warning or a written memorandum of an oral reprimand is to be placed in the personnel file, the supervisor shall give notice to the employee of his/her right to add comments to the written warning or memorandum. Upon request, the employee shall have the right to have a Union steward present.

Section 3. All discipline shall be for just cause. Any disciplinary action of record may be appealed by the employee through the grievance and arbitration procedure set forth in this Agreement, introduced at Step 3.

Section 4. Absence for three (3) consecutive work days without notifying the

appropriate Department Head or his designee, may be deemed a voluntary quit and waiver of any appeal rights provided by the Revised Code of Ohio or this Agreement.

Section 5. Upon written request by the employee, written warnings, written memoranda of oral reprimands and written reprimands will be removed from employees' personnel files eighteen (18) months after the effective date of the reprimand, providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

Section 6. Upon written request by the employee, records of suspensions will be removed from an employee's personnel file thirty (30) months from the date of suspension, provided there are no intervening disciplinary actions against the employee during the said thirty (30) months. Upon written request by the employee, suspensions for discriminatory harassment will be removed from an employee's personnel file sixty (60) months from the date of suspension, provided there are no intervening disciplinary actions against the employee during the said sixty (60) months.

Section 7. In imposing disciplinary action on a current charge, Management shall not consider disciplinary actions which are to be removed under the provisions of paragraphs 5 and 6 of this Article, regardless of whether or not the employee has requested their removal, other than for proof of knowledge of city's policy.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1. Schedule of Hours

The normal schedule of hours shall consist of eight (8) hours per day, five (5) consecutive days per week, Monday through Friday. Management shall schedule employees via eight (8) hour blocks anytime during the period of 7:00 a.m. to 4:30 p.m. Management will establish such a schedule monthly, providing at least two weeks' notice of any changes. The eight (8) hour block shall include a one-half (1/2) hour paid lunch period, and two (2) fifteen (15) minute paid rest periods noted in section 7 of this article. All parties agree that lunch and rest periods must be flexible to meet operational needs.

Section 2. Changes in Regular Work Schedule

If the union believes that a proposed or actual change in the regular work schedule of a member is arbitrary or discriminatory, it may request a conference with the appropriate work supervisor to review the matter. If said matter is not resolved to either the satisfaction of the City or the Union, then it may be submitted as a grievance.

Section 3. Pay for Overtime

- A. Payment for hours worked in excess of the normal schedule of hours eight (8) hours per day or in excess of forty (40) hours in one work week shall be made

at the rate of time and one-half.

8. Work performed on the sixth (6th) consecutive day of the work week shall be compensated at the rate of time and one-half the basic hourly rate listed in Addendum #1, and work performed on the seventh (7th) consecutive day of the work week shall be compensated at two (2) times the basic hourly rate listed in Addendum #1.

- C. No employee's posted regular work shift shall be changed to avoid the payment of overtime.

Section 4. Pyramiding

There shall be no pyramiding of premium pay for the same hours worked. Overtime worked in a given work week shall not project into a subsequent work week for determination of sixth or seventh day for payment purposes.

Section 5. Overtime

The Employer shall seek volunteers for overtime. If the Employer cannot get a volunteer, they shall assign the least senior employee.

Section 6. Call -in Pay

Call-in pay is payment for work performed by an employee who has been recalled to work at a time disconnected from normal work hours. Work done in this manner shall be in accordance with Section 3, Article VII of this Agreement and shall be subject to a minimum of three (3) hours' pay (at time and one-half).

Section 7. Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible.

Employees who are scheduled to work more than one (1) hour beyond their regular quitting time shall receive a fifteen (15) minute rest period prior to commencing work for such overtime hours. Thereafter, employees shall be granted additional thirty (30) minute rest periods for each block of subsequent four (4) overtime hours worked.

Section 8. State of Emergency

If a State of Emergency is declared by the Mayor of the City of Athens or Athens

County Sheriff and "Non-Essential Personnel", are directed by the City administration not to report to work or State of Emergency is declared while on duty Non-Essential Personnel shall be directed to leave work and they shall be paid their regular rate of pay for all regular work hours missed. All Code Enforcement Office personnel are hereby classified as "non-Essential Personnel".

Section 9. Compensatory Time

- A. Employees may convert up to a maximum of 160 hours of overtime to 240 hours of compensatory time. Time will accumulate at the rate of one and one half hours for each overtime hour worked or appropriate overtime rate worked. Upon separation of 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 shall be paid in a lump sum to the surviving spouse or the estate of the deceased.
- B. Compensatory time may be used in four hour minimum segments, lesser segments can be used with supervisor approval. Request for the use of compensatory time must be submitted two work days in advance and be approved by the department head. The supervisor or his designee may waive the advanced notice.
- C. Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. Compensatory time payout will be based on the balance as of the first full pay period in January and will be paid the second pay period in February. The compensatory time shall be paid at the current rate of pay 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 hours or more. Any time under five hours will be rolled over.

ARTICLE 8 - BULLETIN BOARDS

Management will provide bulletin boards for use by the Union in appropriate locations. Such bulletin boards may be used by the Union for posting notices approved by the Union and the Department Head or his designated representative. Notices shall be restricted to:

- A. Notices of Union elections;
- B. Notices of Union meetings;
- C. Notices of Union appointments and results of Union elections;
- D. Notices of Union recreational and social affairs; and
- E. Such other notices as may be mutually agreed to.

Any change in the location of such bulletin boards shall be decided by the

Management and the duly authorized officers of the Union.

There shall be no other posting by employees of notices, pamphlets, advertising or political matter or any kind of literature upon City property other than herein provided.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. General

There shall be an earnest, honest effort to settle disputes and controversies promptly, and the procedures of this Article shall serve as a means of settlement of all grievances. A grievance is a complaint that Management has violated the terms of this Agreement.

Section 2. Procedure

The aggrieved employee shall first discuss his complaint with his immediate supervisor, with or without a representative present, and attempt to solve the dispute. The parties agree that any matter that may be pursued as a grievance may not be pursued through the Civil Service Commission. The grievance form will be time stamped and dated at receipt of each step. If any grievance is not initiated within the applicable time frames set forth below, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

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.

Any grievance not answered by the Employer's representative within the stipulated time limits shall be considered to have been answered in the negative.

Step 1. In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his grievance, signed and in writing, to his immediate supervisor within five (5) work days after the employee has knowledge of,

or should have knowledge of, the incident upon which the alleged grievance is based. In no case, however, shall a grievance be filed more than thirty (30) calendar days after the occurrence complained of. Such supervisor will answer the grievance in writing within five (5) work days if not satisfied with the written answer of the first line supervisor, the Union may refer the grievance to the second step of the grievance procedure. If the grievance is not referred to Step 2 of this procedure within five (5) days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved based on the Employer's last response.

Step 2. The grievance, in the event it is appealed from Step 1, shall be submitted to the department head, along with all correspondence. The department head or his representative shall investigate the grievance and hold a grievance meeting within five (5) work days following receipt of said grievance. The department head shall reply to the Union and the grievant in writing within five (5) work days after completion of the grievance meeting. If the answer of the department head is not satisfactory to the Union, the grievance may be appealed to Step 3 within five (5) work days after receipt of reply from the department head. If the intent to invoke the third step of the grievance procedure is not received by the Service-Safety Director within five (5) work days after receipt of the second line supervisor's answer, it shall be considered to be satisfactorily resolved based on the Employer's last name.

Step 3. The grievance, in the event it is appealed from Step 2, shall be submitted to the Service-Safety Director. The Chair of Local 2403(2) or his/her designee will sign -all grievances prior to being submitted at the 3rd step. The Service-Safety Director shall investigate the grievance and, hold a joint grievance meeting within five (5) work days after receipt of the grievance by the Service-Safety Director. The Service-Safety Director shall reply to the Union and the grievant in writing within thirty (30) work days after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the Service-Safety Director is not satisfactory to the Union, the grievance may be appealed to Step 4. If the written notice of intent to invoke the fourth step of the grievance procedure is not received by the Service-Safety Director within twenty (20) work days after the receipt of the Step 3 answer, it shall be considered to be satisfactorily resolved based on the Employer's last response.

Step 4. Mediation

IN THE EVENT STEP 4 IS SELECTED BY **EITHER PARTY**, THE FOLLOWING PROCESS SHALL BE FOLLOWED:

- a. The selection procedure of the Mediator shall be in accordance with the procedure outlined in Step 3 of this Agreement, or from assignment of a Federal Mediation and Conciliation Service (FMCS) Mediator.
- b. The conduct of the Step 4 Mediation hearing shall be in accordance with Step 3 Arbitration, and the list below.

- c. The Mediator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within seventy-two (72) hours from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, under Step 4 of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances.

- d. When either party chooses the Step 4 alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.
- e. The Mediation hearing shall be conducted in accordance with the following:
 - 1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.
 - 2. No briefs shall be filed or transcripts made. The Mediator will set break and meal periods and time limits.
 - 3. There shall be no formal rules of evidence.
 - 4. Each party's case must be presented by a representative of their own choice.
 - 5. The Mediator shall attempt to mediate the grievance after the facts presented by both parties.
- f. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.
- g. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the Collective Bargaining Agreement.
- h. The parties shall split the cost of the Mediator and hearing room.

- I. If the grievance is not satisfactorily resolved as provided in Step 4, the Union may appeal the grievance to arbitration.

Step 5. Within thirty (30) work days following receipt of the Union's intent to invoke the arbitration procedure, the union shall request the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names, the Union and Management shall alternately cross off one name until one name remains, that person being selected as the arbitrator. 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 and fee associated with the request.

All decisions of the arbitrator will be final and binding upon all parties participating. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement. Both Management and the Union shall share equally the expenses and fees of the arbitrator and other neutral expenses incident to the arbitration hearing.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections 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 3. Miscellaneous

It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. In any case where a decision of the appropriate Management representative is not given at any step of the grievance procedure within the time limits specified, or within the period that may have been extended by mutual agreement, the grievance may be referred by the Union to the next higher step of the grievance procedure. The Union and Management, based on the facts presented, have the sole right to decide whether to appeal any grievance.

ARTICLE 10 - POSTINGS AND PROMOTIONS

Section 1. Posting

In the interest of promoting career employment, all job openings within the bargaining unit shall be posted in the department for a minimum of five (5) shifts of the open position before filling the position. Such posting shall contain the minimum qualifications, a description of duties, the hours per day, days per week and the hourly rate

range assigned to the position.

Interested, full-time, permanent employees may apply for an identical lower-rated or higher-rated classification and be considered for the opening by notifying the Human Resources Director or designee, in writing, during the posted period.

Section 2. Selection of Applicant

The City shall select the employee applicant with the greatest seniority who possesses the qualifications necessary for the position, provided the City reserves the right to determine reasonable qualifications necessary for a position, and to test for the position if it is deemed appropriate. Testing will be uniformly applied in the same or similar situation.

Section 3. Rate Retention

Employees who are promoted as a result of utilizing the procedure contained in this Article shall be placed in the step of his new classification that is closest to his former hourly rate, which results in an increase in hourly rate, provided no employee may exceed the maximum step of a classification. An employee who is appointed to an identically rated classification shall retain his/her hourly rate. An employee who successfully bids to lower rated classification shall be placed in the same step as in his/her previous classification and shall serve one (1} year in said new classification step.

Section 4. Notification

As soon as practical, but in no case exceeding thirty (30} days after the posting deadline, Management agrees to notify, in writing, all applicants of Management's decision concerning the selection of an applicant.

ARTICLE 11 - SENIORITY

Section 1. Definitions

- A. Classification seniority is the length of service of an employee, while in a paid status in a specific classification of the City, inclusive of his probationary period, provided such probationary period has been satisfactorily completed.
- 8. Divisional seniority is classification seniority within the division.
- C. City-wide seniority is the period of continuous length of service as an employee, as determined by the provisions of Section 3 of this Article.

Section 2. Probationary Period

All new employees shall be considered probationary employees until they have completed one hundred eighty (180) calendar days of employment. Likewise, no other appointment shall be deemed to be complete until the appointed employee has satisfactorily completed one hundred eighty (180) calendar days of employment in his classification. Probationary period shall begin on the first day the employee begins work on the job to which he has been appointed. Probationary period shall apply to new hires, promotions and lateral transfers. An employee who fails to complete his/her probation shall be returned to his/her former position. New employees shall not have the right to grieve dismissal during their 180 day probationary period.

Section 3. Date of Seniority

Upon completion of the probationary period, and if retained in service, the employee's seniority shall be computed as of his date of hire. If an employee is discharged or quits and is later rehired within one (1) year, his seniority shall be continuous but recalculated to subtract the period of his interrupted service.

Section 4. Seniority Lists

Seniority lists shall be maintained and be brought up to date, posting new lists in all departments during January and July of each calendar year of this Agreement's existence. Seniority lists shall contain the name, job classification, department, date of classification entry and date of last hire of all employees in the bargaining unit.

Section 5. Vacation Preference

Seniority shall be used for the purpose of exercising vacation preference.

Section 6. Continued Accumulation of Seniority

An employee who is unable to work because of City service-connected disability shall accumulate seniority during this period of sickness or disability not to exceed one (1) year's duration, unless otherwise extended, or provided such employee continues to be employed by the City.

Section 7. Tie Breaker

If two or more employees have the same date of hire, the employee with the earliest date of birth shall be the most senior.

ARTICLE 12 - LAYOFFS AND RECALL

Section 1. Layoff

When the City determines that it is necessary **to reduce the workforce** due to lack of work or funds, the City shall notify the Union at least ten (10) calendar days prior to any such reduction. Upon such notice, the Union and the City shall meet to discuss layoff and/or a reduction in the work week. When the City has made a decision concerning layoff and/or reduction in the work week, it shall provide to the Union a list of employees to be displaced and a current seniority list.

Section 2. Order of Layoff

If reduction in the work force is deemed necessary by the City in an affected classification, the following order of layoff shall prevail:

- a) Casual and intermittent employees;
- b) Temporary employees;
- c) Part time employees;
- d) Employees serving in a new-hire probationary status.

Thereafter, any additional **reduction** of the **workforce** shall be made in the inverse order of classification seniority of the remaining employees in the affected classification (least classification seniority employees first).

Section 3. Recall

Prior to any job posting, employees displaced from their classification through a reduction in the work force, shall be recalled in the order of their classification seniority (most senior laid off employee recalled first) to:

- a) The employee's original job classification held prior to layoff;
- b) Any vacancies which occur in the classification for which the employee is qualified and physically able to perform;

- c) Any other available job classification for which the employee is qualified and physically able to perform provided there is no other employee laid off in that job classification described in Section 3 above.

Section 4. Notice

The City shall provide written notice of recall to the affected employees, by Certified Mail, to the employee's last known address. It shall be the responsibility of each employee to keep the Personnel Director informed of his current residence or mailing address. The laid-off employee shall have fifteen (15) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of this time, the next employee in line on the eligibility register shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has properly notified the Personnel Director, must report to work within five (5) 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 register shall be notified.

Laid-off employees shall have recall rights for two (2) calendar years from the effective date of layoff.

Section 5. Retention in Case of Equal Seniority

Should two (2) or more employees affected by a reduction in the work force have the same seniority, the retention shall be determined as prescribed by Article 11, Section 7, provided the older employee is qualified for, and physically able to perform the work in the job to which he seeks to bump.

ARTICLE 13 -TYPES OF LEAVE

Section 1. Military Leave

Eligible City employees will be granted Military Leave of Absence in accordance with state and federal law.

Section 2. Sick Leave

A. Accumulation

An employee in the service of the City shall accumulate sick leave at the rate of four and six-tenths (4.6) hours per 80 hours worked. All sick leave shall be charged in

multiples of one (1) hour. Sick leave shall accumulate without limit for use purpose.

B. Conversion

An employee who retires shall be eligible for liquidated sick leave pay on a four (4) to one (1) ratio of accumulation to pay **basis**. The maximum accumulation that may be converted is limited to nine hundred sixty (960) hours. No reimbursement shall be made to an employee with less than twenty-four (24) **workdays** accumulated sick leave credit.

C. Leave Without Pay

After an employee has exhausted all sick leave and is still unable to perform his/her normal duties, for other than a service connected disability, he/she may request a leave of absence without pay. Such request shall be submitted **in writing** to the Service-Safety Director, along with medical evidence of disability, which is acceptable to the Service-Safety Director. Such leave may be approved **for up to thirty (30) calendar days**. Extensions may be requested in the same manner as the original request and may be approved for periods of up to thirty (30) calendar days. However, no leave **hereunder shall** exceed a total of one hundred eighty (180) calendar days. The City shall continue to pay the City's share of the **medical**, dental, and vision insurance cost. This benefit shall only be offered during the time an employee is actually on an approved leave of absence. At the end of one-hundred eighty (180) days, medical insurance benefits shall terminate in accordance with COBRA regulations.

To continue to receive medical benefits, an employee on leave without pay must continue to pay his/her medical premium. The premium is due the first of each month and must be written as a separate check to the City of Athens. Employees will be provided with the dollar amount of the premium along with a payroll calendar to determine future payment dates. Payments are to be mailed to the Human Resources Director at the City **Building**. For all other payroll deductions (including dental, vision, and Community Center dues), the employee will be provided with contact information for all respective companies and advised to reach out to representatives to discuss future payment options. For union dues, employees will be asked to contact their union president or union representative about future payments.

D. Granting of Sick Leave

An employee may use sick leave:

- A. In case of his own illness, injury or exposure to a contagious disease and for medical, psychological, dental or optical examinations by an appropriate practitioner of an employee, 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.
- B. For attendance upon members of his 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, stepparent, brother, or sister, brother-in-law or sister-in-law, grandparent, grandchild or any person that took the place of natural parents of the employee. Proof of relationship and illness or injury may be required by Management as a condition of granting such leave.

- C. Any employee in an active work status and who does not utilize any of his/her sick leave for any ninety (90) day consecutive calendar day period, shall be entitled to one paid absence day. Paid absence days off must be requested in the same manner as a vacation request and are subject to approval based upon the workload 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 within one year of the date of earning and are to be deducted from sick leave.

E. Bereavement Leave

Up to five (5) 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 4 above. Proof of death and relationship of the deceased must be furnished upon the request of the Personnel Director. A regular, full-time employee may be granted an additional two (2) days of accumulated sick leave, vacation, or compensatory time. Employees may use paid vacation time if more time is required to attend to the arrangements or travel.

F. 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. In order to qualify for the receipt of donated sick time, the employee's absence must qualify as an event under family medical leave and they must have exhausted all available sick leave, vacation leave and compensatory time. Donating employees must have a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after the donation. The employee receiving the donation of leave must be on a leave of at least one hundred sixty (160) hours or longer. Nothing in this section prohibits an employee from donating to multiple employees; however, the cumulative donation shall not exceed forty (40) hours. 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 3. Vacations

- A. Employees who have had a length of continuous service specified in the table below shall receive the corresponding vacation at their basic rate of pay:

One (1) year, but less than six (6) years:
Two (2) weeks (80) hours

Six (6) years, but less than twelve (12) years:
Three (3) weeks (120 hours)

Twelve (12) years, but less than eighteen (18) years:
Four (4) weeks (160 hours)

Eighteen (18) years, or over:
Five (5) weeks (200 hours)

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

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

B. The vacation period shall extend throughout the calendar year.

C. If an employee is laid off, terminated, resigns or retires, he/she shall be entitled to, and receive payment for three (3) years accrued and unused vacation leave to his/her credit at the time of separation.

D. Employees shall be able to accumulate vacation credits up to three (3) years.

E. Vacation will be taken at the time most desired by the employee who will indicate his choice of vacation time off and will be by seniority. All employees shall notify the City in writing, no later than March 15, of their vacation preferences. The City, however, reserves the final right to allocate vacations.

F. Vacations will be taken in the amounts desired by the employee, subject to staffing requirements of the City, in increments of at least one (1) week, except that under special circumstances, the City may honor an employee's request in writing for vacation in increments of one (1) day. The minimal chargeable vacation increment shall be one-half (1/2) day increments. All such requests shall require a two (2) day notification. Each employee entitled to vacation, upon completing 6 months of service, will schedule and take each calendar year at least one (1) week of paid vacation on consecutive days.

G. A vacation period, once determined, may not be changed or postponed, except with the approval of the supervisor and for good reasons considered by the authorized

representative of the City to be good and sufficient.

G. If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw eight (8) hours of regular pay and shall not be charged for sick leave or vacation for the holiday.

H. No employee shall be required to give a reason for taking vacation time.

Section 4. 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 his/her regular hourly rate, less his/her jury pay, provided he/she notifies his/her supervisor five (5) days prior to such jury service date. This benefit shall be administered as follows:

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

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

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

D. When an employee receives notice he/she has been selected to serve jury duty in federal court (in Columbus), he/she shall provide the Personnel Director with a copy of the notice to serve, at which time the Personnel Director, the employee's immediate supervisor and the Local Union Chair or his/her designee shall meet to determine the effect of the employee's absence for the shift preceding or following the required time for jury duty.

A. 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 his regular hourly rate less any fee received, provided he notifies his supervisor five (5) days prior to such appearance date. Witness fees are to be turned into the Auditor's office. 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.

Section 5. Union Leave

A. The Employer agrees that an employee may be selected by the Union to participate in Union activities for up to a one (1) year period; therefore, the Employer agrees to permit an employee selected by Council 8, AFL-CIO, a leave of absence for duration of more than one (1) week up to one (1) year upon thirty (30) days' written notice. At any given time, one (1) employee may be on an unpaid leave of absence for a period in excess of one (1) week but not more than one (1) year.

Said selected employee shall not receive hourly base rate pay for the duration of said leave and shall receive no benefits of any kind whatsoever other than transactional hospital benefits, if such benefits are payable under the insurance policy.

B. The Employer may replace said employee according to the terms of this agreement; however, upon said employee taking such leave returning, the Employer may return the employee filling the vacant position to their prior position or displace a newly hired employee without the removed or displaced employee having any recourse against the Employer, when such is done to permit the returning employee to return from their leave to their prior position. This shall apply to any other employee removed or displaced as a result of the returning employee.

C. Two (2) employees in active work status shall, upon approval of the Human Resources Director, be granted three (3) days annually for attending Ohio Council 8 meetings without loss of pay or benefits. Approval to attend Ohio Council 8 meetings shall not be unreasonably denied.

Section 6. Leave Without Pay

Other employment will not be considered grounds for such leave. Any request for a leave of absence shall state the reason for the leave of absence and the length of time off the employee desires.

A. Leaves Without Pay-Service Connected Disability

An employee who is unable to perform his/her normal duties due to a service connected disability may request a leave of absence without pay. Such requests shall be submitted in writing to the Service-Safety Director and must be accompanied by medical evidence of disability. In order for the leave to be approved, the employee shall be required to file a claim with the Bureau of Workers' Compensation. Such leave may be approved for up to ninety (90) calendar days, unless the Bureau issues a determination letter disallowing the claim. Extensions may be requested in the same manner as the original request and may be approved for periods up to ninety (90) calendar days. However, no leave hereunder shall exceed a total of twelve (12) months, unless otherwise extended by management. City shall continue to pay the City's portion of medical insurance and seniority shall continue to accrue for the full term of the service connected leave of absence. Provided this benefit shall only be paid during the time an employee is actually on an approved leave of absence. 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 the leave has ended.

B. General

Vacation and sick leave credits shall not continue to accrue for any period an employee is off in a non-pay status.

To continue to receive medical benefits, an employee on leave without pay must continue to pay his/her medical premium, dental and vision premiums. The premium is due the first of each month and must be written as a separate check to the City of Athens. Employees will be provided with the dollar amount of the premium along with a payroll calendar to determine future payment dates. Payments are to be mailed to the Human Resources Director at the City Building. For all other payroll deductions (including dental and vision premiums and Community Center dues), the employee will be provided with contact information for all respective companies and advised to reach out to representatives to discuss future payment options. For union dues, employees will be asked to contact the union president or union representative about future payments.

C. 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 provision of state and federal law. 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.

D. Injury Leave

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

A Any full-time 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 240 hours or until the employee is deemed eligible as a service-connected disability under the Bureau of Workers' Compensation (BWC), whichever is shorter. 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, and compensation under Worker's Compensation. However, no leave hereunder shall exceed a total of 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 been otherwise provided. Payments for medical premiums and other payroll deductions while on leave without pay are to be processed as indicated in Section 2 of this Article.

B. The following conditions will apply to injury leave:

1. The employee must submit a physician's statement to the Human Resource 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 Workers' Compensation. Leave without pay may be requested in accordance with Section 2 of this article.

2. 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 240 hours of paid injury leave.
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.
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. 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.
7. In an effort to return the employee to duty as quickly as possible when partially disabled by a service-connected injury, the employee may request "modified duty" in accordance with the restrictions set by the attending physician. Such restrictions shall clearly enumerate the capabilities, and shall establish the duration of the restrictions - the restrictions cannot be open-ended. Contingent on work being available in the employee's department that can be completed in accordance with the restrictions, management may grant the request for no more than 30 days. During such modified duty employees may attend appointments and physical therapy as required in accordance with paragraph number 3 above. If employees need to attend medical appointments or physical therapy the time used to attend will be deducted from the employee's injury leave bank.

Section 7. Parental Leave

Parental leave up to a maximum of 200 hours shall be provided by and paid for by the City for full-time employees for a single event birth or adoption (single or multiple children). 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 a full salary up to the maximum of 200 hours maternity/parental leave. To receive full pay all maternity/parental leave hours must be used within 10 weeks of the qualifying birth or adoption and at least 120 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 on approved maternity/parental leave are not required to use any accrued sick leave. FMLA leave will be taken concurrent with maternity/parental leave. Any paid holidays that occur during maternity/parental leave will not count against the allowed maternity/parental leave time.

Section 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.

- 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.

ARTICLE 14 - HOLIDAYS

Section 1. Designated Holidays

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25th
Employee's Birthday (Must be used between pays 1 and 26)	

The days shall be celebrated as set forth in this Section, unless otherwise designated by the appropriate governmental official or body. Employees must successfully pass their probationary period prior to receiving their birthday as a holiday. Whenever a holiday falls on a Saturday, then the preceding Friday shall be observed as a holiday; or when any of the holidays fall on a Sunday, then the following Monday shall be observed as a holiday.

Section 2. Pay for Holidays

Employees shall be paid for the holidays declared in Section 1 of this Article and shall not be required to work on such holidays unless, in the opinion of the employee's responsible administrative supervisor, failure to work on such holidays would impair the public service.

Employees covered by this Agreement who are required to work on a holiday, as specified in Section 1 above excluding the employee's birthday shall be compensated at the rate of one and one-half (1-1/2) times their usual pay in addition to holiday pay.

Payment hereunder shall be at the employee's applicable straight time rate, exclusive of any forms of premium pay.

Section 3. Personal Day

The personal day provides employees with an authorized paid absence from work for the purpose of attending to personal business and/or emergency situations. All full-time employees are eligible for Personal day absences after completing their probationary period. Eligible employees are granted one personal day (8 hours) as of pay 1 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 and cannot be used in less than 8 hour increments.

ARTICLE 15 - WAGES

All employees shall be paid on an arrears basis, every two weeks.

Section 1. Wages

All employees in the bargaining unit shall receive a wage in accordance with the wage rates set forth in Addendum #2 of this Agreement.

Each step of the pay scale shall reflect the following:

<u>Effective October 5, 2024</u>	<u>Revised Steps in Addendum #2</u>
<u>Effective October 5, 2025</u>	<u>4.5 Percent</u>
<u>Effective October 5, 2026</u>	<u>4.25Percent</u>

Section 2. Longevity Pay Supplement

A. Employees hired or rehired after December 31, 2001 are not eligible for longevity. Full-time employees hired or rehired before January 1, 2002 shall receive a longevity pay supplement in accordance with the following schedule based upon base rate of pay and 2080 hours of work:

<u>Years of Service</u>	<u>Longevity Supplement</u>
After 5 years	1% of base hourly rate
After 7 years	2% of base hourly rate
After 9 years	3% of base hourly rate
After 11 years	4% of base hourly rate
After 13 years	5% of base hourly rate
After 15 years	6% of base hourly rate

B. Definitions:

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 full-time employment status as of September 15, 1985, 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 September 15, 1985, who have had previous service with the City shall have their longevity status computed in the basis of years of service from the most recent date of hire with no provision for previous years of service.

Payment shall be made in a lump sum amount no later than December 15th of each year following the completion of the employee's anniversary period set forth in Paragraph A above.

In the event that an employee who is eligible for payment under this Article terminates his/her employment during the term of this Agreement, the annual payment provided herein shall be prorated for the period of his/her employment.

Section 3. OPERS Pickup

Effective with the first pay of 1995, the City's method of payment of annual wages to bargaining unit employees who are participants in the Ohio public employees retirement system (OPERS) is hereby modified as follows, in order to provide for a annual wage reduction "pick-up" of employee contributions to OPERS:

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 OPERS to be paid as an employee contribution by that employee, and shall be paid by the city to OPERS on behalf of that employee as a "pick up" and in lieu of the OPERS 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 OPERS based upon an employee's total annual wage. The total combined expenditures of the city for such employees' 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.

ARTICLE 16 - INSURANCE

Section 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. Employees who were not enrolled in the Group 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. Employees will pay a monthly contribution equal to thirty-five percent (35%) of the fixed costs of the medical insurance plan. Every January 1st hereafter, 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/month, Employee and one Dependent - \$90.00/month, Family - \$110/month

Deductibles are as follows:

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

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

Section 2. Eligibility

- A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Medical Insurance and Prescription Drug Benefit Plans 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. 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.
- C. Employees who provide satisfactory evidence of family coverage for health care benefits to the Human Resource Director, other than provided by the City of Athens, may waive family coverage by the City and receive a \$1,500.20 annual bonus, prorated 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. Married couples working for the City are not eligible for the bonus. No employee shall receive the bonus while on unpaid leave.
- D. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.

Section 3. 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 are 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 4. Flexible Benefits Plan

The City agrees to maintain a flexible benefits plan under the provisions of Code Section 125. All employees are bound by the enrollment provisions of the Plan.

Section 5. Dental and Vision Insurance

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

Section 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 that the Employer is required to comply with this Act. The Employer will notify the union of any changes contemplated to maintain legal compliance and schedule a labor management meeting to discuss such changes.

Section 7. Alternative Plan

If, during the term of the agreement, the city develops an alternative plan for delivering medical and prescription benefits that differs from this article, and decides to extend the opportunity to union members to participate, employees may voluntarily switch during open enrollment to the alternative plan. Such a switch shall be subject to the terms and condition that the city determines all that time.

Employees have the choice to enroll in a high deductible health plan/health savings account option (HSA). This plan allows employees to set up a health savings account that is specifically used for paying deductible. The city will contribute money each year to the HSA and the employee can contribute to the HSA based on IRS regulations. Employees may also liquidate up to 240 hours of sick leave per year at a pay rate of three to one (3:1) ratio that can be used for the employee's contribution.

Section 8. Hearing

The Employer agrees to pay \$0.50 per month per bargaining unit employee toward the cost for the coverage provided by the AFSCME Hearing Plan. The cost shall remain constant for the term of the contract.

ARTICLE 17 - SAFETY

- A. The City and employees agree to maintain all buildings, facilities, vehicles, tools and equipment owned and operated by the City in a safe and healthful manner. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and healthful manner, and accept responsibility to follow all safety rules and safe working methods of the City.
- B. Protective devices and other safety equipment necessary to properly protect employees from injury shall be provided by the City. The employees will be held accountable for wearing personal protective devices as directed.
1. A joint City and Union Safety Committee shall be established for the purpose of developing recommendations regarding safety issues, identification of personal protective equipment, safety policies, practices, procedures; cost and training. Recommendations will be forwarded in writing to the Service/Safety Director for implementation, modification, further clarification, exploration, rejection, etc. The Committee will achieve recommendations through a consensus building process.
 2. One member of this bargaining unit will serve on the joint City and Union Safety Committee as established under the labor agreement with Local 2403(1).
 3. Unresolved issues of the Safety Committee will be referred to the Labor/Management Committee for resolution.

ARTICLE 18 - LABOR-MANAGEMENT COMMITTEE

In the interest of sound industrial relations, the joint members, half of whom shall be from Management and half of whom shall be from the Union, will convene not less than once every calendar quarter at a mutually agreeable time, unless waived by mutual consent, including review of grievances and unsafe working conditions. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Each party shall prepare and submit an agenda to the other party at least one (1) week prior to the scheduled meeting. The City shall pay the Union representatives in attendance their normal rate for meetings held during their normal work schedule; however, no pay for time beyond the regular work schedule shall accrue.

ARTICLE 19 - CELL PHONES

All code inspectors shall receive fifty dollars (\$50.00) per month for a cell phone, which they will be required to keep on and accessible during all working hours.

ARTICLE 20 - NO STRIKE OR LOCKOUT

Section 1. Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services.

In the event of a work stoppage by any employee or group of employees not covered by this Agreement, it is expressly understood that the employees hereunder shall continue to work during such activity, provided that the safety and security of all employees shall be guaranteed by the City of Athens.

There shall be no sympathy strike, wildcat strike or any other strike activity for the duration of this Agreement, provided, however, that it shall not be a cause for discipline if any employee declines to enter upon the property of another employer (not the City of Athens) which is involved in a primary labor dispute, except in an emergency situation declared by the Mayor. An emergency is a situation in which the public peace, health or safety within the City of Athens is in jeopardy.

Section 2. Notice

In the event any employee hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any such violation of Section 1.

Section 3. No Lockout

The Management shall engage in no lockout of employees in the bargaining unit.

ARTICLE 21 - SAVINGS CLAUSE

Section 1.

This Agreement is subject to all future and existing applicable State laws, and if any provision contained herein is contrary to the above, such provisions herein contained shall automatically be terminated.

Section 2.

Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that **specific article**, section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 22 - RETIREMENT AWARENESS

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 article will be administered under guidelines established by the Human Resources Director.

ARTICLE 23 - NON-DISCRIMINATION

Section 1.

There shall be no discrimination, harassment or pressure by the City or the Union and Ohio Council 8 against any employee on the basis of such employee's membership or non-membership in the Union. Additionally, neither the City, the Union nor Ohio Council 8 shall discriminate on account of race, color, creed, ancestry, religion, sex, age, disability, military status veteran status, or sexual orientation. 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.

Section 2. Gender.

Whatever 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 24 - DURATION OF AGREEMENT

All provisions of this Agreement shall be effective as of 12:01 a.m., October 5, 2024 and shall remain in effect until 11:59 p.m., October 5, 2027, and successive periods of twelve (12) months, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of any such period, notifies the other Party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the Parties hereto, and such conference shall be held at a time mutually agreeable to the Parties.

ARTICLE 25 - TOTAL AGREEMENT

This agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of the said agreement. Acceptance of this agreement precludes further negotiations of any issues until the time specifically provided herein unless otherwise mutually agreed.

It is understood and agreed that where this agreement is silent, applicable state Civil Service Laws will be followed.

ARTICLE 26 - EDUCATION BENEFIT

The purpose of this benefit is to encourage and assist employees with improving their educational qualifications in subjects and fields of endeavor directly related to the City's operations, activities, and objectives which will place the employee in a position to improve his/her job performance and gain professional development. This benefit is only available as funding is available as determined by the City. The Mayor is the final approval authority for all educational requests. Educational requests must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present function for develops an employee's ability and knowledge to meet the needs of future assignments within the City based upon recommendations by the Department Head and Service-Safety Director, and as determined by the Mayor.

Upon Director approval, an employee who provides an educational certification or license that ensure the profession will receive an additional \$25.00 per pay. The parties agree to meet and discuss educational certifications or licensing upon ratification of the Agreement with the Director

ARTICLE 27 - ALCOHOL DRUG TESTING- NON- CDL EMPLOYEES

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. Any questions regarding this article should be directed to the Human Resources Director. The Human Resources Director shall be responsible for the administration of this article.

2. The Service Safety Director or his designee may order any employee 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. All alcohol/drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split sample collection and testing.

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 place the employee on administrative leave without a loss of pay before the time the confirmatory test results are complete. The city will attempt to arrange for safe transportation away from the workplace. 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. An employee who self-reports and notifies the employer that he/she is an alcoholic or a drug addict, shall be required to participate in a rehabilitation or detoxification program. 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 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. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program. Upon completion of such program, as certified by a substance abuse professional and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his/her return to work for one (1) year.

5. Employee shall be subject to disciplinary action up to and including discharge if the employee: Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification and fails to complete or participate in 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.

ADDENDUM #1 CLOTHING & TOOLS

Management shall furnish such items of protective clothing as gloves, hard hats and foul weather gear as deemed necessary by the responsible department head to protect the employees' on-the-job assignments. Replacement of foul weather gear items will be made on an as needed basis with the approval of the responsible department head. Replaced foul weather gear will be turned into the city as new items are issued.

In the interest of safety of service employees, Management shall provide hard hats which must be worn by any employee who enters a designated "hard hat" construction area. Management shall also provide safety vests which must be worn by all employees performing work of any kind within the city streets or alleys when there is a threat from traffic.

Allowance: \$650.00 per year for Code Inspectors, and \$450.00 per year for the Administrative Assistant. In the instance a new employee completes probation in the middle of the calendar year, such allowance will be pro-rated for the percentage of the year remaining. Management agrees to provide a uniform stipend that will be paid on the last pays of January, April, July, and October.

Safety Toe Shoes/boots: If required, safety toe shoes/boots will be provided by the City.

Employees will not be reimbursed for items purchased as part of the uniform/clothing allowance if the items are purchased within 3 months prior to their resignation from the City.

ADDENDUM# 2- AFSCME 2403 (2)

CLASSIFICATION

GRADE

Administrative Assistant
Code Officer

A-1
A-2

WAGE SCALE

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

Current	Start	2 yr	4 yr	6 yr	8 yr	10 yr
First Year	Adjust amounts, shrink to 6 steps from 7					
A1	\$ 18.00	\$ 19.50	\$ 21.00	\$ 22.50	\$ 24.00	\$ 26.00
A2	\$ 23.00	\$ 24.00	\$ 25.50	\$ 27.50	\$ 28.75	\$ 30.00
Second year	4.5%					
A1	\$ 18.81	\$ 20.38	\$ 21.95	\$ 23.51	\$ 25.08	\$ 27.17
A2	\$ 24.04	\$ 25.08	\$ 26.65	\$ 28.74	\$ 30.04	\$ 31.35
Third year	4.25%					
A1	\$ 19.61	\$ 21.24	\$ 22.88	\$ 24.51	\$ 26.15	\$ 28.32
A2	\$ 25.06	\$ 26.15	\$ 27.78	\$ 29.96	\$ 31.32	\$ 32.68

Employees will move through the steps based upon the anniversary of their date of hire.

Employees beyond 10 years of service at the date of beginning of this contract term shall be slotted in the 10 years step. Such employee's anniversary date for step increases going forward will be as if their 10 years anniversary date is the first day of the first year of this contract term.

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties have hereunto set their hands this
_____ day of December, 2024.

FOR THE CITY OF ATHENS:

FOR LOCAL 2403 AND AFSCME
OHIO COUNCIL 8:

Steve Patterson, Mayor

Brian Zoulek, Bargaining Member

Lisa Eliason, Law Director

Bob Mullins, Bargaining member

Andrew B. Stone, Service Safety Director

John Johnson, Staff Representative
Council 8

AFSCME Ohio

Ronald Lucas
Human Resources Director

R-10-24

Introduced by the Finance & Personnel Committee

A RESOLUTION TO PLACE THE ISSUE OF INCREASING THE CITY INCOME TAX BY THIRTY-HUNDREDTHS OF A PERCENT (.30%) PER ANNUM BEGINNING JANUARY 1, 2026, ON THE BALLOT AT THE NEXT PRIMARY ELECTION ON MAY 6, 2025; AND DIRECTING THE BOARD OF ELECTIONS OF ATHENS COUNTY TO CONDUCT THE ELECTION.

WHEREAS, the Council of the City of Athens, Ohio, has determined that, pursuant to Section 718 of the Ohio Revised Code, the issue of increasing the City Income Tax from the current (1.95%) to (2.25%) annually, effective January 1, 2026, shall be placed on the ballot at the next primary election;

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

SECTION I: The Board of Elections of Athens County, Ohio is hereby directed to conduct an election at the next primary election on May 6, 2025, on the issue of increasing the Athens City Income Tax by an additional Thirty Hundredths of a percent (.30%) to Two and Twenty-Five Hundredths percent (2.25%) per annum effective January 1, 2026.

SECTION II: The Board of Elections of Athens County, Ohio, is hereby directed that the ballot of said election shall be in the following form:

Shall the Ordinance 128-24 providing for an increase in the levy on income from One and Ninety-Five Hundredths percent (1.95%), by an additional Thirty Hundredths of a percent (.30%), to Two and Twenty-Five Hundredths percent (2.25%) annually, effective January 1, 2026, for the purpose of providing funds for safety services (Police and Fire Departments), general municipal operations, street improvements, capital improvements, and transportation be passed?

_____ FOR THE INCOME TAX

_____ AGAINST THE INCOME TAX

SECTION III: A certified copy of the proposed ordinance is hereby attached to this resolution and incorporated herein by reference.

SECTION IV: The Clerk of Council is hereby directed to file this resolution and a certified copy of the ordinance attached herewith with the Athens County Board of Elections at least ninety (90) days before Election Day described herein. It is hereby found and determined that such improvements are conducive to public peace, health, safety, convenience and welfare of the City and the inhabitants thereof.

SECTION V: This Resolution 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

O-115-24

An ORDINANCE to make appropriations for current expenses and other expenditures of the City of Athens, Ohio, during the fiscal year ending December 31, 2025.

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, 2025, 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	200-300	400	500	& REFUNDS 600	TOTAL	
MAYOR	101.101	1,024,250	117,060.00	0	2,000	0	1,143,310	5.74
AUDITOR	101.102	599,950	271,100	0	8,000	400,000	1,279,050	6.42
TREASURER	101.103	21,010	4,450	0	0	0	25,460	0.13
LAW DIRECTOR	101.104	659,250	89,800	0	13,000	0	762,050	3.82
COUNCIL	101.105	476,500	132,366	0	2,450	0	611,316	3.07
COURT	101.106	1,057,500	416,000	0	2,000	0	1,475,500	7.40
POLICE	101.207	5,060,500	619,200	0	74,000	0	5,753,700	28.87
FIRE	101.208	4,524,100	482,520	0	37,000	0	5,043,620	25.31
CODE	101.351	774,050	150,700	0	21,500	500	946,750	4.75
PARKING ENFORCEMENT	101.718	525,800	362,800	0	52,500	500	941,600	4.73
LANDS & BLDGS	101.112	717,250	338,250	0	83,000	0	1,138,500	5.71
OTHER ADMIN	101.120	0	796,400	0	8,500	500	805,400	4.04
TOTAL		15,440,160	3,780,646	0	303,950	401,500	19,926,256	100.00
% of Total		77.49	18.97	0.00	1.53	2.01	100.00	

OTHER FUNDS

DEPT	FUND	PERSONNEL	SUPPLIES	DEBT	CAPITAL	TRANSFERS	BUDGET
		100	200 & 300	400	500	& REFUNDS 600	TOTAL
Safety Services	206	0	0	0	0	0	0
Cemetery	210	111,470	16,850	0	31,000	200	159,520
Tourism	212	0	375,000	0	0	0	375,000
Transportation Assistance	214	0	152,500	0	0	0	152,500
Cable Access	215	0	0	0	11,340	0	11,340
Streets	220	1,481,200	876,899	0	704,820	0	3,062,919
Wheel Tax	226	0	0	0	0	0	0
Judges Court computer	230	0	14,000	0	2,000	23,000	39,000
Clerk of Court Computer	231	0	46,000	0	1,000	0	47,000
Diversion	232	45,740	14,800	0	1,250	0	61,790
Court Comm Corrections	235	71,520	9,050	0	1,000	0	81,570
DUI Court	237	116,600	33,000	0	0	0	149,600
CDBG Formula Grant	248	0	22,000	0	180,000	0	202,000
Athens Enhancement Fund	250	0	27,100	0	0	0	27,100
Recreation	270	1,083,470	515,590	0	88,800	1,250	1,689,110
Community Center Operations	271	770,750	362,485	0	54,500	2,500	1,190,235
APR Income Tax	273	0	28,500	0	235,000	0	263,500

Law Enforcement Trust	293	0	0	0	14,000	0	14,000
ARPA Funds	286	0	0	0	0	0	0
Opioid Settlement Fund	287	0	60,000	0	0	0	60,000
Drug Law Enforcement	294	0	0	0	5,000	0	5,000
Fire Station Debt Fund	430	0	0	1,000,000	0	0	1,000,000
APR Debt	450	0	0	445,000	0	0	445,000

OTHER FUNDS

DEPT	FUND	PERSONNEL 100	SUPPLIES SERVICES 200 & 300	DEBT SERVICE 400	CAPITAL OUTLAY 500	TRANSFERS & REFUNDS 600	BUDGET TOTAL	
Street Rehab	572	0	0	320,000	0	0	320,000	
Capital Improvements	580	0	0	0	500,000	0	500,000	
Small Cities ODOT	589	0	0	0	3,000,000	0	3,000,000	
Court Capital	592	0	0	0	100,000	0	100,000	
TIF Muni Imp Tax Increm	593	0	470,000	0	0	0	470,000	
DRD	596	0	0	0	0	0	0	
Parking Garage	730	0	171,900	0	0	165,100	337,000	
Parking Garage Debt	733	0	0	163,000	0	0	163,000	
Water Fund - Maintenance	740.635	649,500	288,333	0	519,300	0	1,457,133	
Water Fund - Administration	740.636	440,800	377,450	0	9,000	401,000	1,228,250	
Water Fund - Plant	740.637	1,251,900	882,450	0	217,500	0	2,351,850	5,037,233
WTP Improvement Debt	744	0	0	399,000	0	0	399,000	
Sewer Fund - Maintenance	750.635	640,000	168,147	0	235,251	0	1,043,398	
Sewer Fund - Administration	750.636	387,550	383,850	0	8,700	1,000	781,100	
Sewer Fund - Plant	750.637	1,189,500	971,100	0	107,000	0	2,267,600	4,092,098
Storm Sewer	755.635	0	30,000	0	140,000	0	170,000	
Storm Water Env. Coord.	755.637	55,000	15,550	0	1,500	0	72,050	
Sewer Debt	758	0	0	1,389,000	0	0	1,389,000	
Sanitation	760	330,000	1,811,400	0	54,500	200	2,196,100	
Internal Service - Mechanics	865.645	236,500	81,585	0	5,500	0	323,585	
Internal Service - IT	865.647	179,500	308,650	0	30,000	0	518,150	
Medical Insurance Fund	866	0	5,878,000	0	0	0	5,878,000	
Unclaimed Funds	903	0	0	0	0	5,000	5,000	
OTHER FUNDS TOTAL		9,041,000	14,392,189	3,716,000	6,257,961	599,250	34,006,400	
GENERAL FUND TOTAL		15,440,160	3,780,646	0	303,950	401,500	19,926,256	
GRAND TOTAL		24,481,160	18,172,835	3,716,000	6,561,911	1,000,750	53,932,656	
		45.39	33.70	6.89	12.17	1.86	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: _____, 2024

Approved by: _____

Finance Committee

Attest: _____

Clerk

Finance Committee

President of Council

Finance Committee

Finance Committee

Mayor

0-116-24

Introduced by Finance & Personnel Committee

AN ORDINANCE AUTHORIZING 2025 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: 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 2025 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 II: 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 2025.

SECTION III: 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.

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor

Position	Pay Band	Pay Range			2024 Wage	\$0.75/hr COLA	
		MIN	MID	MAX		Pay	%
SERVICE SAFETY DIRECTOR*	12	\$41.79	\$50.66	\$59.54	\$53.71	\$54.46	1.38
CITY ENGINEER/DIRECTOR OF PUBLIC WORKS*	11	\$38.59	\$47.28	\$55.97	\$38.62	\$39.37	1.90
CHIEF CITY PROSECUTOR*	11	\$38.59	\$47.28	\$55.97	\$42.81	\$43.56	1.72
ASSISTANT LAW DIRECTOR/PT PROSECUTOR*	11	\$38.59	\$47.28	\$55.97	\$38.62	\$39.37	1.90
FIRE CHIEF*	11	\$38.59	\$47.28	\$55.97	\$51.74	\$52.49	1.43
POLICE CHIEF*	11	\$38.59	\$47.28	\$55.97	\$50.24	\$50.99	1.47
DIRECTOR APR*	10	\$35.40	\$43.37	\$51.34	\$35.60	\$36.35	2.06
DIRECTOR OF CODE ENFORCEMENT*	10	\$35.40	\$43.37	\$51.34	\$35.60	\$36.35	2.06
DEPUTY AUDITOR*	10	\$35.40	\$43.37	\$51.34	\$35.60	\$36.35	2.06
GOVERNMENT CHANNEL DIRECTOR*	10	\$35.40	\$43.37	\$51.34	\$39.24	\$39.99	1.88
HUMAN RESOURCES DIRECTOR*	10	\$35.40	\$43.37	\$51.34	\$38.92	\$39.67	1.89
DEPUTY SERVICE SAFETY DIRECTOR*	10	\$35.40	\$43.37	\$51.34	\$35.60	\$36.35	2.06
PROSECUTOR*	10	\$35.40	\$43.37	\$51.34	\$0.00	\$0.00	0.00
PROSECUTOR*	10	\$35.40	\$43.37	\$51.34	\$36.10	\$36.85	2.04
FIRE CAPTAIN	9	\$32.48	\$38.97	\$45.47	\$44.60	\$45.35	1.65
POLICE CAPTAIN	9	\$32.48	\$38.97	\$45.47	\$44.95	\$45.70	1.64
ASSISTANT CITY ENGINEER*	9	\$32.48	\$38.97	\$45.47	\$32.48	\$33.23	2.26
WTP MANAGER	9	\$32.48	\$38.97	\$45.47	\$33.91	\$34.66	2.16
WWTP MANAGER	9	\$32.48	\$38.97	\$45.47	\$35.96	\$36.71	2.04
CITY PLANNER*	9	\$32.48	\$38.97	\$45.47	\$33.65	\$34.40	2.18
ASSISTANT DIRECTOR OF APR*	8	\$29.80	\$35.76	\$41.72	\$30.25	\$31.00	2.42
ASSISTANT DIRECTOR OF DEVELOPMENT, ENFORCEMENT AND FACILITIES*	8	\$29.80	\$35.76	\$41.72	\$32.78		
ASSISTANT DIRECTOR OF PUBLIC WORKS*	8	\$29.80	\$35.76	\$41.72	\$34.99	\$35.74	2.10
LAB TECH	7	\$27.34	\$32.81	\$38.28	\$37.24	\$37.99	1.97
LAB TECH	7	\$27.34	\$32.81	\$38.28	\$35.95	\$36.70	2.04
LABOR SUPERVISOR – APR	7	\$27.34	\$32.81	\$38.28	\$29.34	\$30.09	2.49
ENVIRONMENTAL COORDINATOR	7	\$27.34	\$32.81	\$38.28	\$30.04	\$30.79	2.44
LABOR SUPERVISOR – STREETS	7	\$27.34	\$32.81	\$38.28	\$29.57	\$30.32	2.47
LABOR SUPERVISOR – SEWER	7	\$27.34	\$32.81	\$38.28	\$29.65	\$30.40	2.47
LABOR SUPERVISOR – WATER	7	\$27.34	\$32.81	\$38.28	\$0.00	\$0.00	0.00
CLERK OF COUNCIL*	7	\$27.34	\$32.81	\$38.28	\$31.84	\$32.59	2.30
BUILDING PROJECT SUPERVISOR	7	\$27.34	\$32.81	\$38.28	\$31.97	\$32.72	2.29
SOCIAL WORKER	6	\$25.08	\$29.47	\$33.86	\$30.68	\$31.43	2.39
INCOME TAX ADMINISTRATOR	6	\$25.08	\$29.47	\$33.86	\$27.35	\$28.10	2.67
INCOME TAX ADMINISTRATOR	6	\$25.08	\$29.47	\$33.86	\$25.72	\$26.47	2.83
SYSTEM ADMINISTRATOR*	6	\$25.08	\$29.47	\$33.86	\$25.72	\$28.20	8.80
PROJECT INSPECTOR	6	\$25.08	\$29.47	\$33.86	\$25.52	\$26.27	2.85
GRANTS ADMINISTRATOR (MAYOR)	6	\$25.08	\$29.47	\$33.86	\$25.72	\$0.00	0.00
ACCOUNT ADMINISTRATOR II (Utilities Billing)	5	\$23.01	\$27.03	\$31.06	\$26.25	\$27.00	2.78
ACCOUNT ADMINISTRATOR I (Auditor)	5	\$23.01	\$27.03	\$31.06	\$23.71	\$24.46	3.07
EXECUTIVE ADMINISTRATOR (Auditor)	5	\$23.01	\$27.03	\$31.06	\$24.80	\$25.55	2.94
PROGRAM SPECIALIST (Arts)	5	\$23.01	\$27.03	\$31.06	\$23.01	\$23.76	3.16
PROGRAM SPECIALIST (CHILDCARE)	5	\$23.01	\$27.03	\$31.06	\$25.02	\$25.77	2.91
PROGRAM SPECIALIST (Parks and Recreation)	5	\$23.01	\$27.03	\$31.06	\$24.08	\$24.83	3.02
DEI/TRAINING COORDINATOR	5	\$23.01	\$27.03	\$31.06	\$23.01	\$23.76	3.16
ADMINISTRATIVE COORDINATOR (HR)	5	\$23.01	\$27.03	\$31.06	\$23.01	\$23.76	3.16
IT TECHNICIAN	4	\$21.12	\$24.81	\$28.50	\$0.00	\$0.00	0.00
TGC TECH	4	\$21.12	\$24.81	\$28.50	\$23.66	\$24.41	3.07
BUILDING PROJECTS TECHNICIAN	4	\$21.12	\$24.81	\$28.50	\$27.34	\$28.09	2.67
SOLID WASTE CONTROL INSPECTOR	4	\$21.12	\$24.81	\$28.50	\$21.16	\$21.91	3.42
SOLID WASTE CONTROL INSPECTOR	4	\$21.12	\$24.81	\$28.50	\$24.26	\$25.01	3.00
EXECUTIVE ASSISTANT (SSD)	4	\$21.12	\$24.81	\$28.50	\$22.84	\$25.00	8.64
ADMINISTRATIVE COORDINATOR (EPW)	4	\$21.12	\$24.81	\$28.50	\$25.00	\$25.75	2.91
COURT SECURITY	4	\$21.12	\$24.81	\$28.50	\$25.02	\$25.77	2.91
COURT ADMINISTRATOR	4	\$21.12	\$24.81	\$28.50	\$25.00	\$25.75	2.91
COURT REPORTER	4	\$21.12	\$24.81	\$28.50	\$21.43	\$22.18	3.38
DIVERSION PROGRAM COORDINATOR	4	\$21.12	\$24.81	\$28.50	\$23.76	\$24.51	3.06
DIVERSION PROGRAM COORDINATOR	4	\$21.12	\$24.81	\$28.50	\$0.00	\$0.00	0.00
ADMINISTRATIVE ASSISTANT II	3	\$19.37	\$22.75	\$26.14	\$21.80	\$22.55	3.33
EXECUTIVE ASSISTANT (MAYOR)	3	\$19.37	\$22.75	\$26.14	\$0.00	\$0.00	0.00
INTENSIVE PROBATION DIRECTOR	3	\$19.37	\$22.75	\$26.14	\$25.02	\$25.77	2.91
ACCOUNT ADMINISTRATOR I (Utilities Billing)	3	\$19.37	\$22.75	\$26.14	\$19.54	\$20.29	3.70
OPERATIONS SPECIALIST	2	\$17.77	\$20.87	\$23.98	\$23.55	\$24.30	3.09
OPERATIONS SPECIALIST	2	\$17.77	\$20.87	\$23.98	\$18.57	\$19.32	3.88
PROJECT ASSISTANT	2	\$17.77	\$20.87	\$23.98	\$18.29	\$19.04	3.94
EXECUTIVE ASSISTANT	2	\$17.77	\$20.87	\$23.98	\$22.84	\$0.00	0.00
LEGAL SECRETARY II	2	\$17.77	\$20.87	\$23.98	\$22.31	\$23.06	3.25
DIVERSION ADMINISTRATIVE ASSISTANT	2	\$17.77	\$20.87	\$23.98	\$19.89	\$0.00	0.00
PROBATION OFFICER	2	\$17.77	\$20.87	\$23.98	\$16.76	\$0.00	0.00
PROBATION OFFICER	2	\$17.77	\$20.87	\$23.98	\$19.82	\$20.57	3.65
GENERAL SECRETARY	1	\$16.29	\$19.15	\$22.01	\$17.47	\$18.22	4.12
GENERAL SECRETARY – CODE	1	\$16.29	\$19.15	\$22.01	\$18.09	\$18.84	3.98
LEGAL SECRETARY I	1	\$16.29	\$19.15	\$22.01	\$17.72	\$18.47	4.06
DATA ENTRY OPERATOR	1	\$16.29	\$19.15	\$22.01	\$18.52	\$19.27	3.89
DATA ENTRY OPERATOR	1	\$16.29	\$19.15	\$22.01	\$17.11	\$17.86	4.20

* = FLSA Exempt

Cost \$51.70
\$107,536.00

Remove position
Pay Band Change

Currently not filled
Pay Band Change

On probation

Currently not filled

Raise to FLSA exempt threshold (\$58,656.00)

Remove position

Currently not filled

Pay Band Change; increase to 53% through new pay band

Municipal Court
Municipal Court
Municipal Court
Municipal Court
Municipal Court – position not filled

Pay Band Change; Currently not filled
Municipal Court

Municipal Court – position title changing
Municipal Court – position title changing
Municipal Court

City of Athens Pay Grades

PAY GRADE	MIN	MID	MAX	POSITION TITLE
12	\$41.79	\$50.66	\$59.54	Service-Safety Director
11	\$38.59	\$47.28	\$55.97	City Engineer/Director of Public Works; Fire Chief; Police Chief; Chief City Prosecutor ; Assistant Law Director
10	\$35.40	\$43.37	\$51.34	Human Resources Director; Deputy Auditor; Director of Arts, Parks and Recreation; Director of Development, Enforcement and Facilities; Government Channel Director; Deputy Service-Safety Director; Prosecutor (2)
9	\$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
8	\$29.80	\$35.76	\$41.72	Assistant Director of Arts, Parks and Recreation; Assistant Director of Development, Enforcement and Facilities; Assistant Director of Public Works
7	\$27.34	\$32.81	\$38.28	Lab Technician (2) ; Labor Supervisor — APR ; Environmental Coordinator; Clerk of Council; Building Project Supervisor; Labor Supervisor [(4) Water, Sewer, Streets, APR]
6	\$25.08	\$29.47	\$33.86	Grant Administrator (Mayor) ; Social Worker; Project Inspector; Income Tax Administrator (2) ; IT System Administrator
5	\$23.01	\$27.03	\$31.06	Account Administrator I (Auditor); Executive Administrator (Auditor); Account Administrator II (Utilities Billing); Program Specialist (Arts); Program Specialist (APR); Program Specialist (Childcare); Human Resources Coordinator; DEIA Coordinator
4	\$21.12	\$24.81	\$28.50	IT Technician; TGC Technician; Solid Waste Control Inspector; Building Projects Technician; Administrative Coordinator (E/PW); Executive Assistant (SSD) ; Court Security ; Court Administrator ; Diversion Program Coordinator (2)
3	\$19.37	\$22.75	\$26.14	Administrative Assistant II; Account Administrator I (Utilities Billing); Production Specialist (TGC); Executive Assistant (Mayor) ; Intensive Probation Director
2	\$17.77	\$20.87	\$23.98	Operations Specialist (2) ; Administrative Assistant ; Legal Secretary II; Court Reporter ; Diversion Administrative Assistant ; Probation Officer
1	\$16.29	\$19.15	\$22.01	General Secretary (Fire) ; General Secretary (Code) ; Legal Secretary I; Data Entry Operator (2) ; Receptionist

City of Athens Pay Grades

PAY GRADE	MIN	MID	MAX	POSITION TITLE
12	\$41.79	\$50.66	\$59.54	Service-Safety Director
11	\$38.59	\$47.28	\$55.97	City Engineer/Director of Public Works; Fire Chief; Police Chief; Chief City Prosecutor
10	\$35.40	\$43.37	\$51.34	Human resources Director; Deputy Auditor; APR Director; Director of Code Enforcement; Government Channel Director; Deputy Service-Safety Director
9	\$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
8	\$29.80	\$35.76	\$41.72	Assistant Director of Arts, Parks and Recreation; Assistant Director of Development, Enforcement and Facilities; Assistant Director of Public Works
7	\$27.34	\$32.81	\$38.28	Building Project Supervisor; Cler of Council*; Lab Technician; Labor Supervisor (APR); Environmental Coordinator; Labor Supervisor (Sewer, Street, Water)
6	\$25.08	\$29.47	\$33.86	Grant Administrator (Mayor); Social Worker; Project Inspector; Income Tax Administrator (2); IT System Administrator
5	\$23.01	\$27.03	\$31.06	Account Administrator I (Auditor); Executive Administrator (Auditor); Account Administrator II (Utilities Billing); Program Specialist (Arts); Program Specialist (APR); Program Specialist (Childcare); Human Resources Coordinator; DEIA Coordinator
4	\$21.12	\$24.81	\$28.50	IT Technician; TGC Technician; Solid Waste Control Inspector; Building Projects Technician; Administrative Coordinator (E/PW)
3	\$19.37	\$22.75	\$26.14	Administrative Assistant II; Account Administrator I (Utilities Billing); Production Specialist (TGC); Executive Assistant (Mayor)
2	\$17.77	\$20.87	\$23.98	Operations Specialist (2); Administrative Assistant; Legal Secretary II
1	\$16.29	\$19.15	\$22.01	General Secretary; Legal Secretary I; Executive Assistant (Mayor) ; Data Entry Operato; Receptionist

RECORD OF ORDINANCES

Government Forms and Supplies (844) 224-3338 FORM NO. SHTR0111

Ordinance No. **0-117-24** Passed _____, 20____

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, 2025, 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, 2025, 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

0-117-24

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
0-132-23, dated December 11, 2023

Table of Contents

	PAGE
DEFINITIONS	4
<u>SECTION</u>	
1. <u>EFFECTIVE DATE/RETROACTIVITY</u>	5
2. <u>OVERTIME</u>	5
3. <u>COMPENSATORY TIME</u>	5
4. <u>VACATIONS</u>	6
5. <u>RETIREMENT</u>	8
6. <u>INSURANCE</u>	9
7. <u>EDUCATIONAL REQUIREMENTS</u>	11
8. <u>PROFESSIONAL LICENSE AND EDUCATION INCENTIVE PAY</u>	11
9. <u>PARKING</u>	13
10. <u>CLOTHING ALLOWANCE</u>	13
11. <u>SICK LEAVE</u>	13
12. <u>FAMILY MEDICAL LEAVE (FMLA)</u>	16
13. <u>PARENTAL LEAVE</u>	16

14.	<u>FUNERAL BEREAVEMENT LEAVE</u>	17
15.	<u>RETIREMENT AWARENESS LEAVE</u>	17
16.	<u>MILITARY LEAVE</u>	17
17.	<u>JURY AND WITNESS DUTY</u>	18
18.	<u>ADDITIONAL TYPES OF LEAVE</u>	19
19.	<u>CITY-COUNTY JOINTLY-FUNDED</u>	21
20.	<u>PART-TIME AND SEASONAL PERSONNEL</u>	21
21.	<u>PAID HOLIDAYS</u>	22
22.	<u>PROMOTION, LATERAL TRANSFER, AND DEMOTION OF CURRENT EMPLOYEES</u>	23
23.	<u>COMPENSATION</u>	24
24.	<u>EMPLOYEE ASSISTANCE PROGRAM</u>	26
25.	<u>NON-DISCRIMINATION</u>	26
26.	<u>VOLUNTARY FITNESS INCENTIVE PROGRAM</u>	26
27.	<u>TUITION REIMBURSEMENT</u>	26
28.	<u>PAYCHECKS</u>	27
29.	<u>STATE OF EMERGENCY</u>	27

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.

1. EFFECTIVE DATE/RETROACTIVITY:

- A. All provisions hereunder are, unless otherwise specified, effective January 1, ~~2024~~ **2025**.

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.

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 ¾-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 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.

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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.

C. HEARING INSURANCE:

All full-time and three-quarter time employees will be eligible for a hearing coverage plan as approved by city administration.

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
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Operators or Distribution License in both Water and Wastewater and working	\$60.00 per pay period
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in Water or Sewer Maintenance or Utilities
Inspector

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, stepparent, 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.

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 BEREAVEMENT LEAVE:

Up to ~~three (3)~~ **five (5)** 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	60% City / 40% County
Bailiff	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. Permanent part-time employees are those who work 29 or fewer hours per week. Permanent part-time employees will be placed in a pay range beginning with the ~~state/federal minimum wage~~ appropriate pay band as determined by the Human Resources Director. In order to cover leaves of full-time employees, permanent 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 120 180 calendar days in any one year.

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 Indigenous People's 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
Must be used in an 8-hour increment |

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 and must be used in eight (8) hour increments.

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 **unless it does not meet the criteria of Article 23, Section C. City administration may approve up to 10% through the assigned pay grade based on the experience and qualifications of the employee.**

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 **up to one hundred eighty (180) calendar days and no less than sixty (60) 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. **Labor Supervisors' hourly rates will always be, at a minimum, 5% above the base rate of their highest paid subordinate.**

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.

0-118-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO, OR TO EXTEND THE AGREEMENT WITH THE BOARD OF ATHENS COUNTY COMMISSIONERS, FOR THE PURPOSE OF OBTAINING THE SERVICES OF THE PUBLIC DEFENDER'S OFFICE THROUGH DECEMBER 31, 2025.

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

SECTION I: The Mayor is hereby authorized to enter into, or to extend the agreement with the Board of Athens County Commissioners, for the purpose of obtaining the services of the Public Defender's Office, through December 31, 2025.

SECTION II: The Mayor is hereby authorized to expend up to One Hundred Twenty Thousand Dollars (\$120,000.00) from the 2025 General Fund, 101-106, T.C. 300, for said contract.

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