



AGENDA
ATHENS CITY COUNCIL
MONDAY, DECEMBER 16, 2024 AT 7:00 PM

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

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

1. FINANCE & PERSONNEL COMMITTEE:

- Assistant Law Director and Prosecutor (Non-Union Compensation)

2. REGULAR SESSION

3. Establish Quorum

4. Communications

5. Reports and Communications from Other Elected Officials

6. Ordinances for Third 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

0-132-24

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. Ordinances for First Reading:

0-136-24

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23; AND AUTHORIZING AN INTERFUND TRANSFER.

Introduced by Council Member Risner

0-137-24

AN ORDINANCE AMENDING ORDINANCE 116-24 TO INCREASE NON-UNION COMPENSATION FOR THE ASSISTANT LAW DIRECTOR AND PROSECUTOR.

Introduced by the Finance & Personnel Committee

8. Resolution for Third 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

9. Announcements & Other Business:

- Motion to Remove from the Table:
0-64-24
AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 810 EAST STATE STREET FOR OFF-STREET VEHICLE PARKING AND LIGHT POLES LOCATED IN THE CITY RIGHT-OF-WAY.
Introduced by Council Member Swank
- Motion to Accept the September, October, and November Financial Reports
- Motion to Accept the August, September, and October Credit Card Transactions

10. Opportunity for Citizens to Speak on Legislative Items and City Services Not Covered on the Agenda

11. Adjournment

Sam Cowl
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.

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

0-128-24

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

0-132-24

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

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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

0-136-24

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2024 APPROPRIATION ORDINANCE 130-23;
AND AUTHORIZING AN INTERFUND TRANSFER.

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

SECTION I: The 2024 Appropriation Ordinance 130-23 is hereby amended by appropriating from the unappropriated balance the sum of Sixty-Five Thousand Dollars (\$65,000.00) to DUI Fund, 237, T.C. 600, for transfer, and increasing the total appropriations by said amount.

SECTION II: The Auditor is hereby authorized to make the following interfund transfer:

FROM	TO	AMOUNT
DUI Fund, 237	General Fund, 101	\$65,000.00

SECTION III: 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

0-137-24

Introduced by Finance & Personnel Committee

AN ORDINANCE AMENDING ORDINANCE 116-24 TO INCREASE NON-UNION
COMPENSATION FOR THE ASSISTANT LAW DIRECTOR AND PROSECUTOR.

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

SECTION I: In accordance with Section I of Ordinance 116-24, City Council
does hereby authorize a general hourly pay increase, effective the first pay period in
2025, with retroactive pay, for the following positions:

Assistant Law Director, Pay Grade 11, from \$39.37 to \$42.94; and

Prosecutor (currently filled position), Pay Grade 10, from \$36.85 to \$39.39.

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

ATTEST:

Clerk of Council

President of Council

APPROVED:

Mayor

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

0-64-24

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE GRANTING A SPECIAL RIGHT-OF-WAY USE PERMIT AT 810 EAST STATE STREET FOR OFF-STREET VEHICLE PARKING AND LIGHT POLES LOCATED IN THE CITY RIGHT-OF-WAY.

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

SECTION I: Having satisfactorily met the regulations established pursuant to Title 49, Management, Administration, and Control of the Use of the City's Public Rights-of-Way, a special right-of-way use permit is hereby granted at 810 East State Street, to Good Inc., owner, on behalf of applicant Don Wood Hyundai, LLC, for off-street vehicle parking located in the city right-of-way on Grand Park Boulevard and light poles located in the City right-of-way on Grand Park Boulevard and East State street, as indicated on the application attached hereto and incorporated herein by reference.

SECTION II: Good Inc., owner, shall agree to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this ordinance.

SECTION III: Said permit shall be subject to the following conditions:

1. This special right-of-way permit is personal in nature and will be in effect for a maximum of seven (7) years from the date of issuance unless revoked by City Council ordinance, or there is a change of ownership or use, whichever comes first.
2. Good Inc., owner, shall be responsible for the maintenance and upkeep of said right-of-way.

SECTION IV: 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