

Legislative Session Minutes

January 25, 2021

COMMITTEE MEETINGS

Executive Session: Collective Bargaining Matters

Executive Session: Purchase or Sale of Property

HR Director Discussion

Sam Filkins Update on Downtown Plan

Res. 2021-02 ADF Contract

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

Attendee	Title	Status
John Francis	Second Ward	Present
Mike Hillier	Fourth Ward	Present
Janis Seavolt	At Large	Present
Tanner Salyers	At Large	Present
Samantha Scoles	First Ward	Present
Tammy Woods	Third Ward	Present
Julia Warga	At Large	Present
Bruce Hawkins	President	Present

Ohters in Attendance: Mayor Starr, Safety Service Director Rick Dzik, Auditor Terry Scott, Treasurer David Stuller, Clerk Tanya Newell, Chief Morgan, Police Captain Scott McKnight, Law Director Rob Broeren, Utilities Director Mathias Orndorf, Knox Pages Reporter Cheryl Splain, Josh Morrison, Jeff Gottke, Sam Filkins, Marty Trese, Bob Pepalis, Amber Keener and many other guests.

INVOCATION

Was given by Mrs. Woods.

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Jan 11, 2021 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	John Francis, Second Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RECEIVE PETITIONS AND COMMUNICATIONS

RECEIVE COMMITTEE REPORTS

Mrs. Woods - Spoke about an email that had a brief update on stormwater and that council would be receiving that on a quarterly basis moving forward.

LIQUOR CONTROL LICENSE

PROCLAMATION

- Proclamation Recognizing Holocaust Remembrance Day

RESULT:	ANNOUNCED
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PERSONS SPEAKING ON MATTERS OF CITY CONCERN

RESOLUTIONS FOR THIRD READING

RESOLUTIONS FOR SECOND READING

RESOLUTION NO. 2021-02

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH AREA DEVELOPMENT FOUNDATION, INC., AND DECLARING AN EMERGENCY.

Finance and Budget: Francis, Hillier

RESULT:	SUSPENSION OF THE RULES [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTION NO. 2021-02

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH AREA DEVELOPMENT FOUNDATION, INC., AND DECLARING AN EMERGENCY.

Finance and Budget: Francis, Hillier

Mr. Hillier - When you said some of the equipment had been removed, do you know what happened to it?

Mr. Gottke - The Conservancy took it to use at some of the other venues. It is still in their possession, they owned it.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2021-03

A RESOLUTION ESTABLISHING THE CITY OF MOUNT VERNON'S MEMBERSHIP IN THE KNOX COUNTY REGIONAL PLANNING COMMISSION APPOINTING REPRESENTATIVES; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Salyers

RESULT:	SUSPENSION OF THE RULES [UNANIMOUS]
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Tanner Salyers, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTION NO. 2021-03

A RESOLUTION ESTABLISHING THE CITY OF MOUNT VERNON'S MEMBERSHIP IN THE KNOX COUNTY REGIONAL PLANNING COMMISSION APPOINTING REPRESENTATIVES; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Salyers

Mr. Hillier - RPC is meeting virtually, you will see the members on the legislation and you will see our dues based on population. I do think it is important that we are a part of this. We have very good attendance in this and we should be proud of that.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Tanner Salyers, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTION NO. 2021-04

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO ENTER INTO AGREEMENTS TO ACQUIRE IN WHOLE OR IN PART SEVEN (7) PARCELS OF PROPERTY LOCATED WITHIN THE CITY OF MOUNT AND DECLARING AN EMERGENCY

Parks and Lands: Salyers, Warga

RESULT:	SUSPENSION OF THE RULES [UNANIMOUS]
MOVER:	Tanner Salyers, At Large
SECONDER:	Julia Warga, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTION NO. 2021-04

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO ENTER INTO AGREEMENTS TO ACQUIRE IN WHOLE OR IN PART SEVEN (7) PARCELS OF PROPERTY LOCATED WITHIN THE CITY OF MOUNT AND DECLARING AN EMERGENCY

Parks and Lands: Salyers, Warga

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tanner Salyers, At Large
SECONDER:	Julia Warga, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTION NO. 2021-05

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO ENTER INTO AGREEMENTS TO ACQUIRE IN WHOLE OR IN PART TWO (2) PARCELS OF PROPERTY LOCATED WITHIN THE CITY OF MOUNT AND DECLARING AN EMERGENCY

Parks and Lands: Salyers, Warga

RESULT:	SUSPENSION OF THE RULES [6 TO 0]
MOVER:	Tanner Salyers, At Large
SECONDER:	Julia Warga, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Woods, Warga
ABSTAIN:	Scoles

RESOLUTION NO. 2021-05

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO ENTER INTO AGREEMENTS TO ACQUIRE IN WHOLE OR IN PART TWO (2) PARCELS OF PROPERTY LOCATED WITHIN THE CITY OF MOUNT AND DECLARING AN EMERGENCY

Parks and Lands: Salyers, Warga

RESULT:	ADOPTED [6 TO 0]
MOVER:	Tanner Salyers, At Large
SECONDER:	Julia Warga, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Woods, Warga
ABSTAIN:	Scoles

RESOLUTION NO. 2021-06

A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND SAID RESOLUTION SUPPLEMENTS THE INTERIM APPROPRIATIONS AND OTHER EXPENDITURES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING FISCAL YEAR ENDING, DECEMBER 31, 2021.

Finance and Budget: Francis, Hillier

RESULT:	SUSPENSION OF THE RULES [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

RESOLUTION NO. 2021-06

A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND SAID RESOLUTION SUPPLEMENTS THE INTERIM APPROPRIATIONS AND OTHER EXPENDITURES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING FISCAL YEAR ENDING, DECEMBER 31, 2021.

Finance and Budget: Francis, Hillier

Mr. Hillier - I was asking about the restroom cleaning vehicle that was originally in the budget for \$45,000, it was back in for \$25,000 and they said we have to buy a vehicle to do a replacement and had to have an amount in that line and they assured me that we wouldn't spend that much on it.

Mr. Salyers - The \$5,000 set aside for pickleball, what is that for?

Mr. Ball - It's for resurfacing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCES FOR THIRD READING

ORDINANCE NO. 2020-39

AN ORDINANCE AMENDING PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING WASTEWATER RATES; AND DECLARING AN EMERGENCY.

Utilities: Woods, Seavolt

Mrs. Woods - I would like to make the following amendments:

First, to change the effective date for the User Charge increase in subsection (a)(1) in calendar year 2021 from January 1, 2021 to March 1, 2021.

Second, to remove subsection (a)(2).

Third, to renumber current subsection (a)(3) as subsection (a)(2).

Fourth, to amend the text of amended subsection (a)(2) to read "Council shall review the User Charge on annual basis during the first regularly scheduled Council meeting in November of each year."

Mr. Hawkins - If you move that to March 1, that means it won't be collected until April 1 is that your intention?

Mrs. Woods - That is correct.

Mr. Hawkins - So we won't be collecting for 3 months.

Mrs. Woods - I believe the bill they receive in April is for the March increase.

Mr. Salyers - Does that, all the appropriations that we've made does that reflect, is there some lost revenue anywhere?

Mr. Ball - I know Mr. Scott went into some detail on this, but for the public yes. We have shorted payroll accounts and several other things so we will have to supplement this new revenue.

Mr. Scott - Council what you'll have is we did reduce the appropriations on about 4 or 5 different line accounts in order to garner \$115,000 over into sludge removal in addition to the \$150,000 that we had already established. We will have to restore those dollars and we're looking somewhere in the very late 3rd quarter or early 4th quarter of 2021.

Ms. Scoles - I want to commend you for the language in the amended Section 2 that sets a date for accountability for council every year.

Mr. Salyers - Utilities has recommended that we push this back to March, I am fine with all of the other amendments, but do we want to lose the revenue?

Mrs. Woods - The soonest they can do, it's too soon to flip the switch for February.

Mr. Dzik - Just to answer your question the utilities commission did pass a recommendation to amend it to March 1 and to remove the 10%.

Mr. Orndorf - I can answer your question, the programmer has to have enough time to do all of the calculations in the background and if you set the one too soon I won't be able to get him to get it done and then we won't be able to do what our own ordinance is going to say. If we give ourselves the extra month I will be able to make sure it gets done. The stormwater was much easier because it only affected one thing, the way the other rate codes are, there's a lot of codes and the way they are setup in the program they're a lot more difficult.

RESULT:	AMENDED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Janis Seavolt, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCE NO. 2020-39

AN ORDINANCE AMENDING PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING WASTEWATER RATES; AND DECLARING AN EMERGENCY.

Utilities: Woods, Seavolt

Mr. Hillier - On Saturday we spoke about the 3 years and 4 years came up, something about a 4th year.

Mr. Ball - The forecast that we are running right now everything looks like it will function for about 4 years and depending on how the projects go and different variables we may have to look at a consideration for a small rate increase sometime in the 4th year. We don't want to set those numbers and be wrong so I fully support the amendment and looking at this every year.

Mr. Francis - I appreciate the work that Mrs. Woods did.

Mrs. Seavolt - Mrs. Woods and I toured the wastewater plant and thought it was very interesting and thought it would be a good idea to have an opening day out there and we are going to work towards that.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Janis Seavolt, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCE NO. 2020-40

AN ORDINANCE TO AMEND SECTION 1173.06 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING ACCESSORY STRUCTURES WITHIN THE CITY; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Salyers

Mr. Hillier - There's two ladies that put a lot of work into this. I received calls up to ten minutes before the meeting from council members. I don't think it's lack of information I think it's more about is this the right thing to do because I don't understand it as much as some of the other things that we are doing with council. It came easy to me because I've involved with BZA before I was ever on council. We will continue to work on it and I have asked Lacie to do a work meeting with BZA to find out and explain to them what she wants, why she wants it and get input from BZA to bring this back in another fashion.

RESULT:	POSTPONED INDEFINITELY [UNANIMOUS]
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Tanner Salyers, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCES FOR SECOND READING

ORDINANCES FOR FIRST READING

ORDINANCE NO. 2021-02

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2021; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

RESULT:	SUSPENSION OF THE RULES [UNANIMOUS]
MOVER:	Samantha Scoles, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCE NO. 2021-02

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2021; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

Ms. Scoles - We had a good discussion earlier about the details of the contract.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Samantha Scoles, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCE NO. 2021-03

AN ORDINANCE FIXING THE NUMBER OF HOURLY EMPLOYEES OF THE CITY OF MOUNT VERNON IN THE WATER AND WASTEWATER DEPARTMENTS.

Employee and Community Rel.: Scoles, Woods

RESULT:	FIRST READING	Next: 2/8/2021 7:30 PM
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ORDINANCE NO. 2021-04

AN ORDINANCE TO CREATE THE DIRECTOR OF HUMAN RESOURCES POSITION, AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

RESULT:	SUSPENSION OF THE RULES [UNANIMOUS]
MOVER:	Samantha Scoles, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCE NO. 2021-04

AN ORDINANCE TO CREATE THE DIRECTOR OF HUMAN RESOURCES POSITION, AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

Ms. Scoles - We've talked about this over the last several months, I don't have anything else to add.

Mr. Dzik - The biggest hold up has been finances and we have found that we are able to move forward.

Mrs. Woods - Can you publicly announce how many employees this person will oversee?

Mr. Dzik - They won't oversee directly every employee, but they will have a hand in helping us handle all 180 employees.

Mr. Hillier - I can't wait to see this super person that's going to come in and work for \$70K in a place that has 180 employees and has never had an HR Director.

Mr. Dzik - I talked to Mr. Booth and there is a challenge building it from the ground up, but that is what we are looking for.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Samantha Scoles, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

REMARKS FROM THE ADMINISTRATION

Mr. Scott - Thanked council for their work on Saturday in the appropriations meeting.

Mr. Stuller - Mentioned that they are watching the tax due dates for filings and if they are going to change, but so far everything is business as usual.

REMARKS FROM COUNCIL

Mrs. Woods - Thanked everyone for their work on the wastewater ordinance.

Mrs. Seavolt -

Mr. Francis - Thanked Mrs. Woods for her work on the wastewater ordinance and appreciated the work on the HR position.

Mr. Hillier - Spoke about things not being communicated through the proper channels.

Ms. Scoles - Thanked everyone for the HR position and thanked Mrs. Woods for her work.

Mr. Hawkins - Thanked everyone for their work and thanked the media.

ADJOURN AT THE CALL OF THE PRESIDENT

Mrs. Seavolt made a motion to adjourn the meeting, Mrs. Woods, second, all in favor, the meeting was adjourned at 8:21 p.m.

Bruce E. Hawkins, President of Council

Tanya Newell, CMC, Clerk of Council

CD on file/tmn

**Proclamation
Recognizing
Holocaust Remembrance Day**

WHEREAS, The Holocaust (HaShoah) was the brutal systematic murder of six million Jews and millions of others, including prisoners of war, Roma, people of color, the LGBTQ community, the physically and developmentally disabled, Jehovah's Witnesses, Freemasons, and political opponents of the Nazi Party by the Nazi regime and its collaborators; and

WHEREAS, The Holocaust (1933 -1945) was the result of intense anti-Semitism and hatred towards the Jewish people and toward others who were persecuted during this dark period; and

WHEREAS, efforts to exterminate the Jewish population and others resulted in the establishment of "concentration camps" such as Auschwitz-Birkenau, Bergen-Belsen, Sobibor, Treblinka, Dachau, and others where men, women and children were forced to experience terrible living conditions, unimaginable medical experimentation, torture and mass killings; and

WHEREAS, due to the atrocities perpetrated by the Nazi regime and their collaborators during the Holocaust, there is little that can be done to indemnify the Jewish people and others affected, however, in efforts to partially rectify these horrors, every possible positive effort must be made to ensure that those who suffered as a result of the Holocaust be remembered, while also making an effort to learn from the grievous mistakes of the past to prevent a similar event from ever taking place again; and

WHEREAS, in efforts to ensure this, dedicating January 27 as Holocaust Remembrance Day in the City of Mount Vernon, Ohio would commemorate the six million Jews and 11 million others who perished during the Holocaust, provide an educational opportunity about the past, encourage empathy towards others, and ultimately improve the city's understanding of the Holocaust and compassion for their neighbors; and

WHEREAS, recognizing January 27 as Holocaust Remembrance Day in Mount Vernon, Ohio would show international solidarity and encourage the preservation of humanity worldwide, as International Holocaust Remembrance Day occurs on the same day in recognition of the liberation of the Auschwitz-Birkenau concentration and extermination camps in 1945; and

WHEREAS, in Mount Vernon and Knox County there are Jewish residents and those with direct connections to those who suffered at the hand of the Nazi regime, as well as surviving concentration camp liberators and their families, and it is important to those survivors and their families that the history of the Holocaust is remembered within the City of Mount Vernon.

NOW THEREFORE, we the Administration and City Council of Mount Vernon, Ohio recognize January 27, 2021 as Holocaust Remembrance Day citywide.

Passed: January 25, 2021.

Attest: _____
Tanya Newell, CMC, Clerk of Council

Bruce E. Hawkins, President of Council

Approved: January 25, 2021.

Matthew T. Starr, Mayor

Samantha Scoles, First Ward

John Francis, Second Ward

Tammy Woods, Third Ward

Mike Hillier, Fourth Ward

Janis Seavolt, At Large

Tanner Salyers, At Large

Julia Warga, At Large

Communication: Proclamation Recognizing Holocaust Remembrance Day (Proclamation)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2021-02

Meeting: 01/25/21 7:30 PM
Dept: Finance and Budget
Francis, Hillier
Category: Contract
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2256 A

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH AREA DEVELOPMENT FOUNDATION, INC., AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety Service Director for the City of Mount Vernon is hereby authorized and directed to enter into a contract, including a lease for 507 W. High St., for economic development services with Area Development Foundation, Inc. Copies of the agreement and lease are attached as Exhibits A and B, respectively.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to allow uninterrupted economic development services to the City, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

01/11/21	City Council	SUSPENSION OF THE RULES
01/11/21	City Council	FIRST READING

COMMENTS - Current Meeting:

Mr. Hillier - When you said some of the equipment had been removed, do you know what happened to it?

Mr. Gottke - The Conservancy took it to use at some of the other venues. It is still in their possession, they owned it.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

CONTRACT FOR SERVICES

Between

CITY OF MOUNT VERNON, OHIO

And

AREA DEVELOPMENT FOUNDATION, INC.

THIS AGREEMENT is made and entered into this _____ day of _____ 2020 (the “**Effective Date**”), by and between the **AREA DEVELOPMENT FOUNDATION, INC.** (the “**Foundation**”), and the **CITY OF MOUNT VERNON, OHIO** (the “**City**”), (both of whom collectively referred to herein as the “**Parties**”) and sets forth the complete understanding of the Parties as to the administration, implementation, and management of economic and community development services provided by the Foundation to the City during the Term, defined herein.

WITNESSETH:

WHEREAS, the Foundation is a non-profit corporation created pursuant to Ohio Revised Code (“**ORC**”) Chapter 1702 and which has defined as its mission helping create and retain more jobs of a high quality that keep residents financially secure, matching good employers to job-ready workers, and advancing efforts to support livable communities throughout Knox County; and,

WHEREAS, the City has had a long-standing relationship with the Foundation and has relied on said Foundation for the City’s economic and community development services since the Foundation was established in 1955; and,

WHEREAS, the City desires to formally engage the Foundation to provide the day-to-day business of economic and community development services for the City and the Foundation desires to continue to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. *Services to be Performed; Term.* The Foundation agrees to provide the services described on Schedule 1 attached hereto (the “**Services**”). The Services shall be provided by the Foundation January 1, 2021 through December 31, 2021 (the “**Term**”), unless otherwise terminated pursuant to the occurrences defined in Section 5, below. The Parties may negotiate such terms and conditions as desired for purposes of annually renewing this Agreement in subsequent consecutive years for the purposes set forth herein, with each such annual renewal period to begin January 1 and end December 31 of said year and

constituting a Term.

2. *Compensation.* The Foundation will provide the Services at a cost of \$25,000 and use of the property located at 507 W. High St. (the “**Development Services Fee**”). The Development Services Fee is due and payable to the Foundation at a mutually agreeable time. Use of 507 W. High St. will be memorialized in a separate lease agreement between the Foundation and the City.
3. *Expenses.* Expenses incurred in connection with the Foundation’s provision of the Services shall be borne by the City. The Parties acknowledge the expenses contemplated under this Section 3 include but are not limited to grant application fees that may be charged to the Foundation when it applies for grants on behalf of the City and the cost of professional planning services related to projects in the City.
4. *Independent Contractor.* The City and Foundation expressly acknowledge and agree that the Services to be provided by Foundation employees under this Agreement shall be performed as an independent contractor, and not as an agent, employee, joint venturer or partner of the City. The Parties also expressly acknowledge and agree that with respect to any payments made to the Foundation hereunder, unless otherwise provided herein, the City shall not: (i) withhold or pay FICA, Medicare or other federal, state, or local income or other taxes or charges; or (ii) comply with or contribute to state workers’ compensation, unemployment, or other such governmental funds or programs.
5. *Termination of Services.* This Agreement shall terminate upon the occurrence of any of the following events:
 - A. Upon the expiration of the Term set forth in Section 1, above;
 - B. If, in the reasonable determination of a party, the other party has materially defaulted in the performance of this Agreement, or materially breaches any of its provisions, and in either case written notice of such material default or breach is provided to the defaulting or breaching party with a thirty (30) day cure period, upon the expiration of which the defaulting or breaching party fails to cure;
 - C. Upon ninety (90) days written notice by either party; or
 - D. Immediately upon the mutual agreement of the Parties (each of the preceding constituting the “**Termination Date**”).
6. *Work Product.* Records, reports, applications, data or other materials subject to Ohio’s Public Records Law and prepared by Foundation employees during the Term of this Agreement in furtherance of the Services, and not otherwise subject to attorney-client privileges, are considered the property of the City.
7. *Return of City Property.* Except as otherwise provided in this Section, the Foundation

agrees that it will not use any City property for its personal gain or in any manner that might be adverse to the City's interests. After termination of this Agreement, which such termination may occur upon the expiration of any subsequent renewal Terms, and upon the City's demand, the Foundation will return to the City any City property that comes into the Foundation's possession, custody, or control. The Parties acknowledge and agree the Foundation's lawful use and possession of real property owned by the City and located at 507 West High Street is subject to a stand-alone lease agreement executed between the Foundation and the Foundation Park Conservancy and is therefore not subject to this Section 7 of the Agreement.

8. *Notice.* Any notice, election, request or demand required or permitted under this Agreement must be in writing and is to be delivered personally or sent by U.S. ordinary mail, postage prepared, or received by overnight courier, and addressed to the party at the address listed below:

If to the City: City of Mount Vernon
c/o Mayor's Office
40 Public Square
Mount Vernon, Ohio 43050

If to the Foundation: Area Development Foundation, Inc.
P.O. Box 29
Mount Vernon, Ohio 43050

9. *Entire Agreement of the Parties; Modification.* This Agreement supersedes any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Foundation for the City and contains all of the covenants and agreements between the Parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the Parties.

10. *Severability.* The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
11. *Force Majeure.* If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.
12. *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
13. *Construction.* The Parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any modification or amendment thereto.

The Parties hereto have executed this Agreement as of the day and year first written above.

AREA DEVELOPMENT FOUNDATION, INC.

CITY OF MOUNT VERNON

By: _____
Vickie Sant, Chair

By: _____
Richard S. Dzik, Safety-Service Director

Approved as to form:

P. Robert Broeren, Jr.,
Law Director,
City of Mount Vernon, Ohio

SCHEDULE 1

Scope of Services

The Area Development Foundation, Inc. (the “**Foundation**”) will undertake administration, implementation, and management of the specific economic and community development services of the City of Mount Vernon (the “**City**”) pertaining to the following:

- A. Coordinate, implement, manage and support the City’s economic development activities that help create or retain jobs of a high quality, including:
 - i. Create and administer protocols for evaluating the intake of economic development prospects, inquiries, and leads from businesses considering the City for development and job retention and growth opportunities. This includes identifying and recruiting potential end-users for available land and buildings in the City.
 - ii. Economic development and public-private partnership deal structuring that pertains to real property tax exemptions under the Enterprise Zone and/or Community Reinvestment Area programs, loans under the Knox County Revolving Loan Fund, and creation of municipal income tax grants (“**Basic Economic Development Deal Structuring Services**”). The cost for the Foundation to provide Basic Economic Development Deal Structuring Services is fully covered by the Development Services Fee defined in Section 2 of this Agreement. The Foundation will complete all the necessary documentation and implementation steps involved in creating financing and incentive mechanisms under the component programs listed as Basic Economic Development Services, which such documentation and implementation steps include:
 1. The Foundation will create and administer protocols for evaluating proposed economic development projects’ financial impacts, revenue streams, and relative costs.
 2. Negotiate terms, specifications, and partnerships with economic development prospects on terms desirable to the City and that satisfy economic development best practices.
 3. Manage all financial incentive program contracts.
 - iii. The Parties may negotiate additional compensation under this Agreement whereby the Foundation will provide all the necessary documentation and implementation steps on behalf of the City in deal-structuring any of the following financial incentive or economic development programs (each such program constituting an “**Additional Compensated Service**”):

Community Reinvestment Area (CRA)
 Enterprise Zone Agreements (EZ)
 Downtown Redevelopment District (DRD)
 Joint Economic Development District (JEDD)
 New Community Authority (NCA)
 Property-Assessed Clean Energy (PACE)
 Special Improvement District (SID)
 Tax Increment Financing (TIF) under ORC §§ 5709.40 and 5709.41
 Transportation Improvement District (TID)

- iv. Monitoring performance by program participants in component programs included under Basic Economic Development Deal Structuring Services and Additional Compensated Service(s). The Foundation will create and administer protocols for compiling data and evaluating the annual performance of participants in each financial incentive program and reporting the same to regional, State and/or federal partner organizations.
 - v. The Foundation will complete regular field services, including:
 - 1. Create and administer protocols for evaluating and qualifying economic development prospects, and identifying building and land development opportunities.
 - 2. Maintain extensive and regular contacts with area businesses, property owners, community stakeholders, and elected and appointed officials to make sure economic development prospects are expeditiously serviced and that all opportunities are addressed in an expedited manner.
- B. Coordinate, implement, manage and support activities related to workforce development within the City, to include leading organizations and initiatives to connect willing and capable workers with employers.
- C. Coordinate, implement, manage and support the City's community development activities to help foster and advance the City as a livable community, to include the following:
- i. Planning and Development activities, including engaging in land use planning practices and entering into third-party engagements to identify high impact development projects and adequately plan for future land uses and development.
 - ii. Evaluating the City's land and building portfolio for development partnerships with other public or private developers, investors and owners and developing and securing project financing through public or private sources.

- D. At least once (1X) during the Term, and more frequently as requested, appear at City Council and at such other venues to report to the City's elected leadership detailing the Foundation's operational activities to advance the City's economic and community development, with such reporting to include, but not be limited to, the number and status of current and active development prospects and/or financial incentive projects.
- E. Assist in the development of current and long-term economic and community development goals and objectives as well as policies and procedures for the City's development. Establish plans to achieve goals set by the Foundation's Board and/or City Administration and Council and implement policies and programs to achieve said goals.



Lease of Premises

Building:	507 West High Street, Mount Vernon Knox County tax parcel ID 66-02006.000
Building Ownership:	City of Mount Vernon ("City")
Foundation:	Area Development Foundation, Inc. ("Foundation")
Term:	One (1) year, running with the term of the Contract for Services between Foundation and City.
Use:	The Leased Premises, defined below, to be used solely and exclusively by the Foundation as its office & operations center, including staff offices, meeting space, and storage.
Lease Commencement:	Immediately upon signing
Lease Termination:	Either party may terminate the lease with a sixty (60) notice period delivered in writing. The Foundation will have six (6) months to relocate after the date of termination of this lease for any reason.
Leased Premises:	The entire Building and premises located at 507 W. High St. (Parcel #66-02006.000) is to be occupied by the Foundation for use of offices and operations center.

Furnishings, fixtures, and equipment ("FF&E") already installed or otherwise currently available within the Leased Premises are and shall remain the property of the Foundation. Upon vacation of the premises by the Foundation all FF&E (Exhibit I) will become property of the City.

All other FF&E required by the Foundation for its use within the Leased Premises will be provided by the Foundation and shall remain the property of the Foundation upon the expiration of any lease term.

That portion of the Building's main floor area space not comprising the Freight Room, Station Master's Office and upper floor will remain open daily to the general public during Foundation business

hours for use as a museum and area of general interest. Foundation staff will permit members of the general public to view the building and museum artifacts, unless doing so interferes with Foundation activities. The Foundation also recognizes the City, or its assigns and related organizations, may desire occasional use of the Waiting Room, Kitchen and Ticket Office for gatherings and meetings. The Foundation and City agree to coordinate this use in a good-faith manner.

Rent Commencement:	Immediately upon signature
Rent:	\$0 per month. The parties acknowledge that the City's provisions of the facility to Foundation and Foundation's agreement to occupy and care for the facility constitute the exchange of consideration in support of this lease.
Services:	The lease type is gross.
Assignment & Subletting:	Foundation shall not otherwise assign or sublease the Leased Premises. City acknowledges the Foundation's use may include co-located organizations or entities otherwise managed by the Foundation, including the Knox County Land Reutilization Corporation (the " Land Bank "), among others.
Operating Expenses:	Notwithstanding the Foundation's Maintenance & Repair Obligations and the Utilities Expenses, below, City shall be generally responsible for the payment of all utilities and common area maintenance charges.
Foundation Improvements:	Foundation acknowledges that Foundation will be accepting Leased Premises in "as is" condition. Notwithstanding exterior signage, addressed below, all other exterior changes to the Building are solely at the discretion of City and /or Building Owner and subject to approval actions by City of Mount Vernon boards and commissions.
City Maintenance & Repair Obligations	City shall be responsible for the maintenance and repair of the entirety of the Building and Leased Premises, including the roof, structural components, mechanical components, fire suppression, and backbone heating, ventilation and air conditioning (" HVAC ") systems. All FF&E and other personal property repairs and maintenance tasks will be performed by each respective owning party.

**Foundation Maintenance &
Repair Obligations**

Foundation acknowledges it will keep Leased Premises in a clean and orderly fashion and will make or perform repair or maintenance tasks related to its FF&E and items of personal property. Foundation is responsible for certain enumerated Utilities Expenses, described below.

Utilities Expenses:

City and Foundation acknowledge and agree the regular, daily use by the Foundation of the Leased Premises is of a high priority. Further, the City acknowledges its operations are impacted financially by certain recurrent monthly utility expenses associated with the Building, which are comprised as follows: (i) wireless internet access (i.e., Wi-Fi); (ii) security alarm system; (iii) landline telephone; (iv) trash removal; and (v) snow removal (collectively, “**Utilities Expenses**”). Foundation agrees to fully incur such Utilities Expenses. Foundation will name itself as the responsible contact and payor for each respective utility service provider, with such amounts to be billed directly to the Foundation for the duration of any lease term. City agrees to provide electricity and water at no cost to Foundation.

Signage:

Exterior signage to be erected and maintained and paid for by the Foundation, subject to relevant approval actions by City.

Security Deposit:

Waived

Liability & Insurance:

As to the Leased Premises, the parties intend to each obtain sufficient commercial insurance policies, each naming the other as an additional insured party, providing general business liability and Directors’ and Officers’ insurance in amounts of coverage as are reasonable.

The parties acknowledge the Reserved Premises will remain open to the general public during any lease term for reserved rental use as may be facilitated by the City. In all cases regarding such use by the general public of the Reserved Premises, the City shall remain solely and exclusively liable for the use thereof and will indemnify the Foundation and carry sufficient insurance coverage naming the Foundation as an additional insured, as to any suit for damages, or inaccessibility or destruction of the Leased Premises, in full or in part, which may result from said use of the Reserved Premises.

Disabled Access:

The parties acknowledge that in its current condition, the Building is compliant with the “Americans with Disabilities Act” requirements.

**Hours of Operation &
Access Privileges:**

Foundation will have unfettered, 24-hour access to the Leased Premises during the entire duration of any lease term. The parties acknowledge the Foundation generally will operate Monday through Friday, 8am to 5pm. During normal business hours, so long as convenient for Foundation staff, one or more main entry doors to the Building should remain unlocked and accessible to members of the general public. Provided sufficient staff resources are available, the Foundation will welcome visitors to the Building and provide general information and tours, as appropriate.

The Parties indicate their concurrence with these terms by their respective signatures below.

AREA DEVELOPMENT FOUNDATION, INC.

Jeffrey S. Gottke, President

Date: _____

CITY OF MOUNT VERNON

Richard Dzik, Safety-Service Director

Date: _____

Approved as to Form: _____

EXHIBIT I**List of FF&E Located at 507 W. High St.**

- 8 Rectangular Folding Tables
- 1 Conference Table
- 7 Conference Chairs
- 1 Wooden Divider
- Station Master Desk Furniture
 - 1 Desk
 - 2 Credenza
- 2 Wall Clocks
- 2 Wooden B&O Branded Side Tables
- 2 Leather Club Chairs
- 2 Leather Side Chairs
- 2 Large Trash Cans
- All Cleaning & Maintenance Supplies
- All Depot or Railroad Themed Wall Hangings (photos/posters)
- All B&O monogramed items (museum items/dishes)
- Railroad Crossing Sign
- Railroad Switch Case
- All kitchen supplies
 - Flatware
 - Appliances



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2021-03

Meeting: 01/25/21 7:30 PM
Dept: Planning and Zoning
Hillier, Salyers
Category: Planning and Zoning
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2238

A RESOLUTION ESTABLISHING THE CITY OF MOUNT VERNON'S MEMBERSHIP IN THE KNOX COUNTY REGIONAL PLANNING COMMISSION APPOINTING REPRESENTATIVES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Mount Vernon desires to participate with the Knox County Regional Planning Commission in the implementation of a plan for the orderly development growth of the City and to establish an attractive region within the City; and

WHEREAS, the Council for the City of Mount Vernon desires to provide its residents, the services of the Knox County Regional Planning Commission to promote the public health, safety, convenience, comfort, prosperity and general welfare of the inhabitants of the City of Mount Vernon.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, Knox County, Ohio:

SECTION 1: That the City of Mount Vernon, Ohio, be a member of the Knox County Regional Planning Commission for planning services for the period beginning January 1, 2021, and ending December 31, 2021.

SECTION 2: That the following be the regular member of Council to represent the City Council and its members on the Knox County Regional Planning Commission and one alternate to serve in the name and place of said regular member in the absence of the regular member:

Regular Member

Mike Hillier
215 E. Sugar St.
Mount Vernon, Ohio 43050
740-397-7548
mhillier@mountvernonohio.org

Alternate Member

Samantha Scoles
12 Parrott St.
Mount Vernon, Ohio 43050
740-263-1263
sscoles@mountvernonohio.org

SECTION 3: That the following be the member of the City of Mount Vernon Planning Commission to represent the City Planning Commission as its member to the Knox County Regional Planning Commission:

City Planning Commission Member

Matthew T. Starr
40 Public Square

Mount Vernon, Ohio 43050
 740-393-9517
mtvmayor@mountvernonohio.org

SECTION 4: That the following be the citizen members to the Knox County Regional Planning Commission to represent the municipality:

Citizen Member

Ed Connell
 1 Laurel Hill Ct.
 Mount Vernon, Ohio 43050
 740-398-6154

Citizen Member

Amber Keener
 1111 Oak Street Ext.
 Mount Vernon, Ohio 43050
 614-842-3298

SECTION 5: That the following be the alternate to serve in the name and place of members named in Sections 3 and 4 above in the absence of such member:

Alternate Member

Lacie Blankenhorn
 40 Public Square
 Mount Vernon, OH 43050
 740-393-2033
dsm@mountvernonohio.org

SECTION 6: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of providing continuous representation of the City on the Regional Planning Commission and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Mr. Hillier - RPC is meeting virtually, you will see the members on the legislation and you will see our dues based on population. I do think it is important that we are a part of this. We have very good attendance in this and we should be proud of that.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mike Hillier, Fourth Ward
SECONDER: Tanner Salyers, At Large
AYES: Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

THE KNOX COUNTY REGIONAL PLANNING COMMISSION 2021 Population Estimates

	2018 Estimates	2019 Estimates	# of Reps	2021 Dues
Knox County	61,900	62,322	1	
Townships				
Berlin	1,723	1,730	1	\$432.50
Brown	2,085	2,113	2	\$528.25
*Butler	1,149	1,152	1	\$288.00
Clay	1,330	1,333	1	\$333.25
*Clinton	2,776	2,778	2	\$694.50
College	347	355	1	\$88.75
Harrison	828	833	1	\$208.25
Hilliar	2,028	2,061	2	\$515.25
Howard	5,864	5,954	3	\$1,488.50
Jackson	971	973	1	\$243.25
Jefferson	646	650	1	\$162.50
Liberty	1,764	1,793	1	\$448.25
Middlebury	1,326	1,336	1	\$334.00
Milford	1,820	1,835	1	\$458.75
Miller	1,039	1,049	1	\$262.25
Monroe	2,171	2,178	2	\$544.50
Morgan	1,113	1,124	1	\$281.00
Morris	2,060	2,075	2	\$518.75
*Pike	1,554	1,564	1	\$391.00
Pleasant	1,650	1,668	1	\$417.00
Union	1,440	1,441	1	\$360.25
Wayne	923	924	1	\$231.00
	36,607	36,919	29	\$9,229.75
Municipalities				
Centerburg	2,216	2,226	2	\$556.50
Danville	1,015	1,015	1	\$253.75
Fredericktown	2,517	2,525	2	\$631.25
Gambier	2,453	2,456	2	\$614.00
Gann	121	121	1	\$30.25
Martinsburg	233	233	1	\$57.00
Mount Vernon	16,715	16,769	4	\$4,192.25
	25,105	25,345	13	\$6,335.00

www.odod.state.oh.us

*current nonmember

Attachment: RPC (2) (2021-03 : RPC Members)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2021-04

Meeting: 01/25/21 7:30 PM
Dept: Parks and Lands
Slayers, Warga
Category: Land/Property Acquisition
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2258 A

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO ENTER INTO AGREEMENTS TO ACQUIRE IN WHOLE OR IN PART SEVEN (7) PARCELS OF PROPERTY LOCATED WITHIN THE CITY OF MOUNT AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon be and herewith is authorized and directed to enter into agreements to acquire, by either purchase or accept by donation, either in whole or in part, the following seven (7) pieces of property with the following permanent parcel numbers: 66-05520.000, 66-02493.000, 66-02490.000, 66-02494.000, 66-09676.000, 66-01212.000, and 66-01590.000.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and to allow the City to begin acquiring this property as expeditiously as possible, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tanner Salyers, At Large
SECONDER:	Julia Warga, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2021-05

Meeting: 01/25/21 7:30 PM
Dept: Parks and Lands
Slayers, Warga
Category: Land/Property Acquisition
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2259 A

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO ENTER INTO AGREEMENTS TO ACQUIRE IN WHOLE OR IN PART TWO (2) PARCELS OF PROPERTY LOCATED WITHIN THE CITY OF MOUNT AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon be and herewith is authorized and directed to enter into agreements to acquire, by either purchase or accept by donation, either in whole or in part, the following two (2) pieces of property with the following permanent parcel numbers: 66-00826.000 and 66-02042.000.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and to allow the City to begin acquiring this property as expeditiously as possible, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Tanner Salyers, At Large
SECONDER:	Julia Warga, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Woods, Warga
ABSTAIN:	Samantha Scoles



**City Council
City of Mount Vernon
Mount Vernon, OH 43050**

Meeting: 01/25/21 7:30 PM
Dept: Finance and Budget
Francis, Hillier
Category: Finance
Prepared By: Terry Scott
Initiator: Tanya Newell
DOC ID: 2263 A

ADOPTED

RESOLUTION 2021-06

**A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND SAID
RESOLUTION SUPPLEMENTS THE INTERIM APPROPRIATIONS AND OTHER
EXPENDITURES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING FISCAL
YEAR ENDING, DECEMBER 31, 2021.**

NOW, THEREFORE, BE IT RESOLVED BY THE Council of the City of Mount Vernon,
State of Ohio:

SECTION 1: That the Auditor of the City of Mount Vernon be, and he herewith is,
authorized and directed to make appropriations for current expenses to supplement the interim
appropriations and other expenditures of the City of Mount Vernon, during the fiscal year
ending December 31, 2021.

101.1100.51111	COUNCIL PRESIDENT & MEMBERS	52,024.00
101.1100.53111	DUES/SUPPLIES/INCIDENTAL	1,500.00
101.1100.54311	TRAINING/TRAVEL/EXPENSES	1,500.00
	TOTAL COUNCIL	55,024.00
101.1200.51111	MAYOR SALARY	57,968.00
101.1200.51112	MAYORS ADMIN ASSISTANT	42,400.00
101.1200.53111	DUES/SUPPLIES/INCIDENTAL	2,700.00
101.1200.53113	TELEPHONE	600.00
101.1200.54311	TRAINING/TRAVEL/EXPENSES	800.00
101.1200.54465	REFUND OVERPAYMENT	200.00
	TOTAL MAYOR	104,668.00
101.1300.51111	AUDITOR SALARY	57,806.00
101.1300.51112	AUDITOR'S DEPUTY & ASST. DEPUTIES	80,550.00
101.1300.52121	P E R S (GENERAL)	109,000.00
101.1300.53111	DUES/SUPPLIES/INCIDENTAL	14,000.00
101.1300.53112	BANK CHARGES	8,300.00
101.1300.53113	TELEPHONE	1,600.00
101.1300.53217	O.M.L. LEAGUE DUES	2,500.00
101.1300.54111	SERVICES RECEIVED-ACCRUAL	6,250.00
101.1300.54311	TRAINING/TRAVEL/EXPENSES	500.00
101.1300.54451	COMPUTER MAINTENANCE	7,000.00
101.1300.54467	ANNUAL REPORT	500.00
101.1300.54484	TRANSFER TO BOND RETIREMT	20,000.00
	TOTAL AUDITOR	308,006.00
101.1400.51111	TREASURERS SALARY	7,088.00
101.1400.53111	DUES/SUPPLIES/INCIDENTAL	100.00
	TOTAL TREASURER	7,188.00
101.1500.51111	LAW DIRECTORS SALARY	85,997.00

Resolution 2021-6

Meeting of January 25, 2021

101.1500.51112	LAW DIRECTOR ASSISTANT & CLERKS	225,000.00
101.1500.53111	DUES/SUPPLIES/INCIDENTAL	6,500.00
101.1500.53113	TELEPHONE	2,500.00
101.1500.53114	LAW BOOKS	3,750.00
101.1500.53216	FURTHERANCE OF JUSTICE	2,250.00
101.1500.54311	TRAINING/TRAVEL/EXPENSES	1,500.00
101.1500.54451	COMPUTERIZATION	4,500.00
101.1510.51111	PERSONNEL-VICTIM'S ADVOCATE	30,230.00
101.1510.52121	P E R S	2,070.90
101.1510.52126	MEDICARE & SOCIAL SECURITY	432.73
	TOTAL LAW DIRECTOR	364,730.63
101.1600.51111	INCOME TAX ADMINISTRATOR	52,000.00
101.1600.51112	INCOME TAX ASSISTANTS	75,000.00
101.1600.53111	DUES/SUPPLIES/INCIDENTAL	10,000.00
101.1600.53113	TELEPHONE	2,300.00
101.1600.54311	TRAINING/TRAVEL/EXPENSES	500.00
101.1600.54451	COMPUTER MAINTENANCE	8,000.00
101.1600.54465	INCOME TAX REFUNDS	115,000.00
101.1600.55511	EQUIPMENT	1,000.00
	TOTAL INCOME TAX	263,800.00
101.1700.51111	MUNICIPAL COURT JUDGES	33,900.00
101.1700.51112	MUN CT CLERK SALARY	23,600.00
101.1700.51113	MUN CT DEPUTY CLERKS	180,129.69
101.1700.52121	MUNICIPAL COURT P.E.R.S.	61,500.00
101.1700.53111	DUES/SUPPLIES/INCIDENTAL	32,000.00
101.1700.53112	BANK CHARGES	800.00
101.1700.53113	TELEPHONE	3,700.00
101.1700.54311	TRAINING/TRAVEL/EXPENSES	2,750.00
101.1720.51111	MUNICIPAL COURT BAILIFF	-21,512.00
101.1720.51112	MUNICIPAL COURT SECURITY	63,960.00
101.1720.52127	BAILIFF UNIFORM	900.00
101.1720.54311	TRAINING/TRAVEL/EXPENSES	4,500.00
101.1760.54463	WITNESS & JURY FEES	750.00
101.1780.51111	PROBATION OFFICER	124,960.00
101.1780.53111	DUES/SUPPLIES/INCIDENTAL	6,000.00
101.1780.53113	TELEPHONE	900.00
101.1780.53114	PROB. EDUC/AWARENESS	18,543.20
101.1780.54311	TRAINING/TRAVEL/EXPENSES	2,000.00
101.1785.51112	PROB-SPEC DOCKET GRANT	7,849.60
101.1785.54113	INCENTIVE P. I. I. G. - GRANT	8,660.57
101.1788.51111	JRIG. GRANT - PROBATION OFFICER	32,580.79
101.1788.52121	JRIG - P E R S	5,193.68
101.1788.52123	JRIG - WORKERS' COMPENSATION	1,638.91
101.1788.52125	JRIG - EMPLOYEE INSURANCE	8,553.54
101.1788.52126	JRIG - MEDICARE	473.95
101.1788.53111	JRIG - SUPPLIES	445.00
101.1788.53113	JRIG - COMMUNICATION	959.89
101.1788.53114	JRIG - ADVERTISING	1,000.00
101.1788.53115	JRIG - TRANSPORTATION	3,140.00
101.1788.53214	JRIG - MAINTENANCE & REPAIRS	900.00
101.1788.54112	JRIG - DRUG TESTING	43,576.00

Resolution 2021-6

Meeting of January 25, 2021

101.1788.54113	JRIG - ALCOHOL TESTING	-2,500.00
101.1788.54114	JRIG - CONFIRMATION TESTING	315.00
101.1788.54115	JRIG - TESTING SUPPLIES	1,815.00
101.1788.54116	JRIG - ELECTRONIC MONITORING	2,500.00
101.1788.54118	JRIG - CONSELING	28,920.64
101.1788.54119	JRIG - EDUCATIONAL SUPPLIES	1,842.09
101.1788.54120	JRIG - TRANSPORTATION PASSES	2,750.00
101.1788.54311	JRIG - STAFF TRAINING/DEVELOPMENT	2,832.45
	TOTAL MUNICIPAL COURT	692,828.00
101.1800.51111	MERIT SYSTEM ADMINISTRATOR	8,500.00
101.1800.53111	DUES/SUPPLIES/INCIDENTAL	-2,100.00
101.1800.53115	TESTING	7,000.00
	TOTAL CIVIL SERVICE	13,400.00
101.1900.53111	DUES/SUPPLIES/INCIDENTAL	2,500.00
101.1900.53216	K-9 UNIT EXPENSES	685.71
	TOTAL POLICE DEPT.	3,185.71
101.2100.54312	TRAINING-CNG	652.12
	TOTAL FIRE DEPARTMENT	652.12
101.2200.54111	HUMANE OFFICER	21,000.00
101.2200.54311	TRAINING/TRAVEL/EXPENSES	5,000.00
	TOTAL HUMANE OFFICER	26,000.00
101.2300.51111	SAFETY-SERVICE DIRECTOR	69,500.00
101.2300.51112	SSD ADMINISTRATIVE ASSIST	38,300.00
101.2300.53111	DUES/SUPPLIES/INCIDENTALS	4,250.00
101.2300.53113	TELEPHONE	2,700.00
101.2300.53214	MAINTENANCE OF VEHICLE	700.00
101.2300.54111	SERVICES RECEIVED	40,000.00
101.2300.54115	WORKERS COMP. CONTRACTOR	7,000.00
101.2300.54311	TRAINING/TRAVEL/EXPENSES	1,000.00
	TOTAL S.S.D.	163,450.00
101.2320.51111	HUMAN RESOURCE DIRECTOR	60,000.00
101.2320.53111	DUES/SUPPLIES/INCIDENTALS	3,500.00
101.2320.53113	TELEPHONE	2,200.00
101.2320.54111	SERVICES RECEIVED	25,000.00
101.2320.54311	TRAINING/TRAVEL/EXPENSES	2,000.00
	TOTAL HUMAN RESOURCES	92,700.00
101.2350.51111	PROPERTY MAINT OFFICER	38,100.00
101.2350.53111	DUES/SUPPLIES/INCIDENTALS	350.00
101.2350.53113	TELEPHONE	500.00
101.2350.53214	MAINTENANCE OF VEHICLE	1,200.00
101.2350.54111	SERVICES RECEIVED	10,000.00
101.2350.54311	TRAINING/TRAVEL/EXPENSES	100.00
	TOTAL PROP MAINT ENFORCEMENT	50,250.00
101.2400.51111	DIRECTOR OF ENGINEERING	72,900.00
101.2400.51112	ASSISTANTS & CLERK	203,500.00

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101.2400.51114	ASSISTANT TO ENGINEER	47,850.00
101.2400.52127	UNIFORM RENTAL	1,500.00
101.2400.53111	DUES/SUPPLIES/INCIDENTALS	12,000.00
101.2400.53113	TELEPHONE	2,200.00
101.2400.53214	MAINTENANCE OF EQUIPMENT	5,500.00
101.2400.54115	CONTRACT ENGINEER	650,000.00
101.2400.54311	TRAINING/TRAVEL/EXPENSES	2,500.00
101.2400.55511	OFFICE EQUIPMENT	8,000.00
101.2400.55512	FIELD EQUIPMENT	22,000.00
	TOTAL ENGINEERING	1,027,950.00
101.2500.51111	PUBLIC WORKS DIR & ASST DIR	49,000.00
101.2500.51112	P.B.& L. EMPLOYEES	94,000.00
101.2500.51113	SEASONAL EMPLOYEES	12,000.00
101.2500.52127	UNIFORMS	1,900.00
101.2500.53111	DUES/SUPPLIES/INCIDENTALS	800.00
101.2500.53113	TELEPHONE	800.00
101.2500.53215	JANITORIAL SUPPLIES	12,000.00
101.2500.53312	MAINTENANCE & REPAIRS	240,100.00
101.2500.54111	JANITORIAL CONTRACT	62,400.00
101.2500.54116	REFUSE REMOVAL	1,600.00
101.2500.54211	UTILITIES	106,000.00
101.2500.55511	TOOLS	3,000.00
101.2500.56613	ARBOR TRUST	45,000.00
	TOTAL PUBLIC BLDG & LAND	628,600.00
101.2600.51111	PUBLIC WORKS DIR & ASST DIR	62,000.00
101.2600.51112	PARKS EMPLOYEES	113,000.00
101.2600.51113	SEASONAL EMPLOYEES	68,000.00
101.2600.52127	UNIFORMS	2,500.00
101.2600.53111	DUES/SUPPLIES/INCIDENTALS	2,400.00
101.2600.53113	TELEPHONE	3,500.00
101.2600.53215	JANITORIAL SUPPLIES	3,200.00
101.2600.53312	MAINTENANCE & REPAIR	142,500.00
101.2600.54211	UTILITIES-BALL FIELD LIGHT	11,600.00
101.2600.54311	TRAINING/TRAVEL/EXPENSES	400.00
101.2600.54490	TRANSFER TO PARK DEVELOPMT	3,500.00
101.2600.55511	PLAYGROUND EQUIPMENT	15,000.00
101.2600.55512	TOOLS	1,000.00
101.2600.56613	PICKELBALL COURT	4,000.00
	TOTAL PARKS DEPARTMENT	432,600.00
101.2620.51111	RECREATION PERSONNEL	16,775.00
101.2620.53111	DUES/SUPPLIES/INCIDENTALS	3,050.00
101.2620.53113	TELEPHONE	800.00
101.2620.54111	REC. DIRECTOR CONTRACT	7,252.00
	TOTAL RECREATION	27,877.00
101.2640.51111	POOL PERSONNEL	189,000.00
101.2640.52121	POOL P.E.R.S.	26,500.00
101.2640.53111	DUES/SUPPLIES/INCIDENTALS	14,500.00
101.2640.53112	CONCESSION EXPENSES	29,500.00
101.2640.53113	TELEPHONE	2,700.00

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101.2640.53114	PROMOTION & ADVERTISING	8,500.00
101.2640.53115	STATE SALES TAX	4,250.00
101.2640.53211	CHEMICALS	45,000.00
101.2640.53312	POOL EQUIPMENT MAINTENANCE	43,000.00
101.2640.54211	UTILITIES	29,000.00
101.2640.54311	TRAINING/TRAVEL/EXPENSES	2,500.00
101.2640.54484	TRANSFER GENERAL FUND/BOND RET	223,395.00
101.2640.55511	POOL NEW EQUIPMENT	12,500.00
	TOTAL POOL DEPARTMENT	630,345.00
101.3600.51111	EMPLOYEE FINAL PAYOFF	45,000.00
101.3600.52121	P.E.R.S. (SERVICE)	105,000.00
101.3600.52123	WORKERS COMPENSATION	449,977.52
101.3600.52124	UNEMPLOYMENT COMPENSATION	3,000.00
101.3600.52125	EMPLOYEE INSURANCE	1,905,181.12
101.3600.52126	MEDICARE & SOCIAL SECURITY	36,000.00
101.3600.52128	ACCRUED LIABILITY (P & F- PRIN)	15,340.00
101.3600.52129	ACCRUED LIABILITY (P & F -INT)	12,536.00
101.3600.53311	RADIO REPAIR	4,000.00
101.3600.53312	SIRENS	6,500.00
101.3600.53313	WASTE REMOVAL (CLEAN-UP)	20,000.00
101.3600.53314	U.P.S. SERVICE	2,500.00
101.3600.54112	KNOX COUNTY AUDITOR DEDUCT	15,000.00
101.3600.54113	STATE INCOME COLLECTION FEES	-50.00
101.3600.54117	STATE EXAMINERS FEES	30,250.00
101.3600.54119	URBAN IMPROVEMENT	10,000.00
101.3600.54211	STREET LIGHTING	145,000.00
101.3600.54411	LEGAL ADVERTISING	6,000.00
101.3600.54421	INSURANCE - LIABILITY	16,750.00
101.3600.54424	INSURANCE - PROPERTY	120,000.00
101.3600.54426	INSURANCE - AUTOMOBILE	25,000.00
101.3600.54428	INSURANCE-LAW ENFORCEMENT	5,000.00
101.3600.54430	INSURANCE-EMPLOYEE BLANKET	1,250.00
101.3600.54431	INSURANCE-PUBLIC OFFICIALS	9,000.00
101.3600.54451	GENERAL EXPENSES-COPIERS	38,500.00
101.3600.54453	EMS BILLING CHARGES	45,500.00
101.3600.54464	TAX LIEN - PLAZA BUILDING	2,000.00
101.3600.54466	RESERVE BALANCE	1,799,984.94
101.3600.54472	LAW LIBRARY	17,500.00
101.3600.54473	CODIFICATION	4,000.00
101.3600.54474	RECORDING (COURTHOUSE)	1,300.00
101.3600.54476	AIRPORT AUTHORITY	4,000.00
101.3600.54477	TREE CARE & TRIMMING	10,000.00
101.3600.54479	CONTRACT GENERAL HEALTH	28,350.00
101.3600.54481	ZONING	1,500.00
101.3600.54482	RIVERS & HARBORS	4,000.00
101.3600.54483	W&J RUDIN-DOWNTOWN DISTRICT	15,550.11
101.3600.54491	TRANSFER TO CEMETERY DEPT.	25,000.00
101.3600.54492	TRANSFER TO PARKING FUND	15,000.00
101.3600.54493	JULY 4TH CELEBRATION	10,000.00
101.3600.54494	NETWORKING SYSTEMS	81,000.00
101.3600.55518	AREA DEVELOPMENT	18,750.00
101.3600.55519	K A T (KNOX TRANSIT)	16,875.00

	TOTAL MISCELLANEOUS	5,127,044.69
	TOTAL GENERAL FUND	10,020,299.15
201.2900.51111	PUBLIC WORKS DIR & ASST DIR	61,500.00
201.2900.51112	EMPLOYEES	316,000.00
201.2900.51113	SEASONAL EMPLOYEES	35,000.00
201.2900.52121	P.E.R.S.	56,000.00
201.2900.52123	WORKERS COMPENSATION	5,500.00
201.2900.52124	UNEMPLOYMENT COMPENSATION	8,000.00
201.2900.52125	EMPLOYEES INSURANCE	200,000.00
201.2900.52126	MEDICARE & SOCIAL SECURITY	6,000.00
201.2900.52127	UNIFORM RENTAL	6,400.00
201.2900.53113	TELEPHONE	4,800.00
201.2900.53214	VEHICLE GASOLINE & OIL	12,000.00
201.2900.53312	VEHICLE/EQUIPMENT - MAINT.	5,000.00
201.2900.53313	MATERIALS & SUPPLIES	264,191.34
201.2900.53314	TRAFFIC LIGHT MAINTENANCE	32,000.00
201.2900.53316	STREET SIGNS	8,000.00
201.2900.54113	STATE INCOME TAX COLLECTION FEE	35.00
201.2900.54211	TRAFFIC LIGHT UTILITIES	32,000.00
201.2900.54311	TRAINING/TRAVEL/EXPENSES	1,000.00
201.2900.54421	INSURANCE - LIABILITY	3,000.00
201.2900.54426	INSURANCE - AUTOMOBILE	3,500.00
201.2900.55511	TOOLS/EQUIPMENT	8,000.00
201.3600.51111	EMPLOYEE FINAL PAYOFF	25,000.00
	TOTAL STREET DEPT.	1,092,926.34
202.2900.55514	HIGHWAY PAVING/IMPROVEMENT	68,839.39
	TOTAL STATE HIGHWAY	68,839.39
203.2900.55514	PERMISSIVE AUTO TAX	209,267.51
	TOTAL PERMISSIVE AUTO	209,267.51
204.3100.51111	PUBLIC WORKS DIR & ASST DIR	26,600.00
204.3100.51112	CLERK & EMPLOYEES	89,300.00
204.3100.51113	SEASONAL EMPLOYEES	27,800.00
204.3100.52121	P.E.R.S.	16,920.00
204.3100.52123	WORKERS COMPENSATION	750.00
204.3100.52124	UNEMPLOYMENT COMPENSATION	3,950.00
204.3100.52125	EMPLOYEE INSURANCE	96,500.00
204.3100.52126	MEDICARE & SOCIAL SECURITY	1,575.00
204.3100.52127	UNIFORM RENTAL	1,500.00
204.3100.53111	DUES/SUPPLIES/INCIDENTALS	2,700.00
204.3100.53113	TELEPHONE	2,000.00
204.3100.53214	VEHICLE-MAINTENANCE/SUPPLY	3,700.00
204.3100.53312	MAINTENANCE & REPAIR-BUILDING	5,400.00
204.3100.53313	MATERIALS & SUPPLIES	5,068.34
204.3100.54111	TREE TRIMMING/STUMP REMOVE	2,500.00
204.3100.54112	MONUMENT & FOUNDATION REPAIRS	4,500.00
204.3100.54113	STATE INCOME TAX COLLECTION FEE	35.00
204.3100.54211	UTILITIES	4,000.00
204.3100.54421	INSURANCE - LIABILITY	625.00
204.3100.54426	INSURANCE - VEHICLES	325.00

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204.3100.54462	BURIAL RELIEF	9,000.00
204.3100.54464	TAX LIEN	125.00
204.3100.55511	EQUIPMENT	500.00
	TOTAL CEMETERY	305,373.34
205.2600.55515	PARK DEVELOPMENT	26,282.92
	TOTAL PARK DEVELOPMENT	26,282.92
206.2300.54115	C.D.B.G. ADMINISTRATION	10,000.00
206.2300.55515	C.D.B.G. CONSTRUCTION	410,000.00
206.2300.55517	C.D.B.G.-PROGRAM (CONSTRUC	26,495.98
	TOTAL C.D.B.G.	446,495.98
207.1900.51111	PARKING METER ATTENDANTS	9,000.00
207.1900.52121	P.E.R.S.	1,220.00
207.1900.52123	WORKERS COMPENSATION	85.00
207.1900.52126	MEDICARE & SOCIAL SECURITY	115.00
207.1900.52127	METER UNIFORMS	1,000.00
207.1900.53218	METER UNIFORM MAINTENANCE	50.00
207.1900.54211	UTILITIES	5,046.44
	TOTAL PARKING	16,516.44
208.1900.51111	CHIEF, CAPTAIN, PATROLMEN	1,124,812.00
208.2100.51111	CHIEF, CAPTAIN, FIREFIGHTERS	1,837,280.00
208.3600.54113	STATE INCOME TAX COLLECTION FEE	199.75
	TOTAL MUNI INCOME TAX 1/2% VOTED	2,962,291.75
211.2900.53312	STREET VEHICLE/EQUIPMENT	15,000.00
211.2900.53313	STREET MATERIALS & SUPPLY	98,310.89
211.2900.53314	STREET TRAFFIC LIGHT	800.00
	TOTAL PERMISSIVE LICENSE	114,110.89
212.1700.53216	INDIGENT DRS ALCOHOL TREAT	60,231.91
	TOTAL INDIGENT DRIVERS	60,231.91
213.1700.53216	DUI ENFORCEMENT/EDUCATION	43,273.20
	TOTAL DUI	43,273.20
214.1700.54451	COMPUTER MAINTENANCE	16,817.46
	TOTAL COMPUTERIZE COURT	16,817.46
215.1780.51111	PROBATION CLERK	31,500.00
215.1780.52121	P E R S	5,000.00
215.1780.52123	WORKERS' COMPENSATION	320.00
215.1780.52125	EMPLOYEE INSURANCE	10,000.00
215.1780.52126	MEDICARE & SOCIAL SECURITY	400.00
215.1780.53111	PROBATION SERVICE FUND	121,264.23
	TOTAL PROBATION SERVICE FUND	168,484.23
216.1700.53111	SPECIAL PROJECTS	127,970.30
	TOTAL SPECIAL PROJECTS FUND	127,970.30

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218.1700.54451	CLERK COMPUTER MAINTENANCE	96,259.85
	TOTAL CLERK COMPUTER FUND	96,259.85
219.1300.54492	SERVICES RECEIVED	70,000.00
	TOTAL LODGING EXCISE TAX FUND	70,000.00
220.1700.53216	DRIVERS INTERLOCK & ALCOHOL MON	163,406.49
	TOTAL DRIVERS INTERLOCK FUND	163,406.49
221.2900.55514	TOTAL PUBLIC SERVICE STREET REPAIR	1,520.97
	TOTAL PUBLIC SERVICE STREET REPAIR	1,520.97
222.1300.55514	HIAWATHA WATER PARK SCHOLARSHIP	4,437.86
	HIAWATHA WATER PARK SCHOLARSHIP	4,437.86
223.1300.55514	SERVICES RECEIVED	71,378.10
	AVAILABLE PETITION FUND	71,378.10
224.1900.51111	CHIEF, CAPTAIN & POLICEMEN	500,000.00
224.1900.51112	RADIO CLERK & EXEC. SEC.	106,000.00
224.1900.52121	P.E.R.S.	17,000.00
224.1900.52123	WORKERS COMPENSATION	13,000.00
224.1900.52125	EMPLOYEE INSURANCE	253,000.00
224.1900.52126	MEDICARE & SOCIAL SECURITY	26,000.00
224.1900.52127	UNIFORMS	10,000.00
224.1900.53111	DUES/SUPPLIES/INCIDENTAL	15,000.00
224.1900.53113	TELEPHONE	14,600.00
224.1900.53211	CHEMICAL ANALYSIS	1,500.00
224.1900.53215	MAINTENANCE OF EQUIPMENT	50,000.00
224.1900.53216	K-9 UNIT EXPENSES	2,000.00
224.1900.53217	BIKE MAINTENANCE & REPAIRS	800.00
224.1900.53218	UNIFORM MAINTENANCE	4,500.00
224.1900.54112	MEDICAL TESTS	1,500.00
224.1900.54115	AUXILIARY	0.00
224.1900.54311	TRAINING/TRAVEL/EXPENSES	20,000.00
224.1900.54423	INSURANCE DEDUCTIBLE	1,500.00
224.1900.54451	L.E.A.D.S.	5,500.00
224.1900.54452	COMPUTER MAINTENANCE	20,000.00
224.1900.54453	PURCHASE CRUISERS	100,000.00
224.1900.54490	TRANSFER TO POLICE PENSION	295,000.00
224.1900.55511	EQUIPMENT	30,000.00
224.1950.53111	IMPOUND LOT SUPPLIES	400.00
	TOTAL POLICE DEPT.	1,490,300.00
224.2100.51111	CHIEF CAPTAINS & FIREMEN	460,000.00
224.2100.51112	FIRE EXECUTIVE SECRETARY	39,700.00
224.2100.52121	P.E.R.S.	5,650.00
224.2100.52123	WORKERS COMPENSATION	17,000.00
224.2100.52125	EMPLOYEE INSURANCE	416,700.00
224.2100.52126	MEDICARE & SOCIAL SECURITY	33,000.00
224.2100.52127	UNIFORMS	15,000.00
224.2100.53111	DUES/SUPPLIES/INCIDENTALS	12,000.00
224.2100.53113	TELEPHONE	9,500.00

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224.2100.53214	MAINTENANCE OF EQUIPMENT	35,000.00
224.2100.54111	MEDICAL DIRECTOR	6,900.00
224.2100.54211	UTILITIES	15,000.00
224.2100.54311	TRAINING/TRAVEL/EXPENSES	13,000.00
224.2100.54423	INSURANCE DEDUCTIBLE	500.00
224.2100.54490	TRANSFER TO FIRE PENSION	450,000.00
224.2100.55511	EQUIPMENT	131,730.00
224.2150.53111	DUES/SUPPLIES/INCIDENTALS	53,000.00
224.2150.53214	MAINTENANCE OF EQUIPMENT	30,000.00
224.2150.54112	HEALTH & MEDICAL	500.00
224.2150.54311	TRAINING/TRAVEL/EXPENSES	7,000.00
224.2150.54423	INSURANCE DEDUCTIBLE	500.00
224.2150.55511	EQUIPMENT	25,000.00
224.3600.54113	STATE INCOME TAX COLLECTION FEE	225.00
224.3600.54455	LEASE/PURCHASE FIRE EQUIP	421,362.12
	TOTAL FIRE DEPARTMENT	2,198,267.12
	TOTAL FUND 224	3,688,567.12
301.1300.54484	TRANSFER WATER LIENS	70,000.00
301.1300.56621	BOND REDEMPTION	661,431.00
301.1300.56622	BOND INTEREST	126,452.09
301.3600.54112	COUNTY AUDITOR DEDUCTION	2,500.00
	TOTAL BOND RETIREMENT	860,383.09
302.1300.56621	WW SYSTEM BOND REDEMPTION	583,000.00
302.1300.56622	WW SYSTEM BOND INTEREST	87,577.00
	TOTAL WW SYSTEM BOND RETIREMENT	670,577.00
303.1300.56621	WATER SYSTEM BOND REDEMPT	97,365.00
303.1300.56622	WATER SYSTEM BOND INTEREST	16,588.00
	TOTAL WATER SYSTEM BOND RETIRE	113,953.00
305.1300.56621	BOND REDEMPTION	125,000.00
305.1300.56622	BOND INTEREST	32,809.13
	TOTAL BOND RETIREMENT-INC TAX	157,809.13
401.2500.55516	PUBLIC BUILDINGS & LAND	2,248,500.00
401.3600.54113	STATE INCOME TAX COLLECTION FEE	150.00
401.3600.54119	URBAN IMPROVEMENT	70,427.69
401.3600.55511	EQUIPMENT	497,000.00
	TOTAL CAPITAL IMPROVEMENTS	2,816,077.69
402.1300.54484	TIF-LOCAL SCHOOL	400,000.00
402.1300.54485	TIF-TRANSFER TO DEBT SERVICE	185,000.00
402.3600.54111	TIF-IMPROVEMENTS-CONSTRUCT	4,208,530.92
402.3600.54112	COUNTY AUDITOR DEDUCTIONS	25,000.00
402.3600.54115	TIF-CONTRACT ENGINEER	200,000.00
	TOTAL TIF-DISTRICT IMPROVEMENT	5,018,530.92
404.1300.54485	TIF-TRANSFER TO DEBT SERVICE	151,292.00
404.3600.54112	COUNTY AUDITOR DEDUCTIONS	3,000.00
	TOTAL TIF DISTRICT-INDUSTRIAL PKAREA	154,292.00

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405.2900.55514	ROADS - ASPHALT	763,049.29
405.2900.55516	ROADS - BRICK	325,000.00
405.3600.54113	STATE INCOME TAX COLLECTION FEE	100.00
405.1300.54485	DEBT SERVICE	199,700.00
	TOTAL ROADS & BRIDGES	1,287,849.29
406.3600.54111	TIF-IMPROVEMENTS-CONSTRUCTION	34,947.61
406.3600.54112	COUNTY AUDITOR DEDUCTIONS	250.00
406.3600.54113	TIF-IMPROVEMENTS-SUPERVISOR	0.00
406.3600.54115	TIF-CONTRACT ENGINEER	0.00
	TOTAL TIF DISTRICT-SANDUSKY ST.	35,197.61
2,262.03	2,262.03	
601.3100.54452	MAUSOLEUM	2,262.03
	TOTAL MAUSOLEUM	2,262.03
602.2100.56612	INSURANCE TRUST	10,000.00
	TOTAL INSURANCE TRUST	10,000.00
603.2400.56612	BONDS & INSPECTION FEES	10,651.15
	TOTAL BONDS & INSPECTION	10,651.15
604.2600.53312	MAINTENANCE & REPAIRS	65,861.25
604.2600.54111	CONTRACT SERVICES	3,500.00
	TOTAL VETERAN'S HONOR WALK	69,361.25
700.2700.55511	WATER REPLACEMENT & IMPVTS	500,060.96
	TOTAL WATER REP. & IMP.	500,060.96
701.2700.51112	OFFICE REGULAR EMPLOYEES	143,000.00
701.2700.52127	UNIFORMS	200.00
701.2700.53111	DUES/SUPLIES/INCIDENTALS	45,000.00
701.2700.53113	TELEPHONE	2,200.00
701.2700.53214	MAINTENANCE-VEHICLE	2,500.00
701.2700.53215	METER REPAIRS & SUPPLIES	400.00
701.2700.54111	SERVICES RECEIVED	900.00
701.2700.54113	OFFICE COMPUTER MAINT.	7,500.00
701.2700.54311	TRAINING/TRAVEL/EXPENSES	750.00
701.2700.54452	OFFICE RENT	5,000.00
701.2700.54465	OVERPAYMENT	3,000.00
701.2700.55511	OFFICE EQUIPMENT	9,000.00
701.2700.55521	NEW WATER/WASTEWATER METERS	125,000.00
	TOTAL WATER OFFICE	344,450.00
701.2720.51111	PLANT EMPLOYEES	482,000.00
701.2720.52127	PLANT UNIFORM RENTAL	1,800.00
701.2720.53111	DUES/SUPPLIES/INCIDENTALS	45,000.00
701.2720.53113	TELEPHONE	5,500.00
701.2720.53211	PLANT CHEMICALS	165,000.00
701.2720.53214	MAINTENANCE-VEHICLE	2,500.00
701.2720.53312	PLANT MAINTENANCE	75,000.00
701.2720.54115	PLANT SERVICES RECEIVED	148,500.00

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701.2720.54116	REFUSE REMOVAL	850.00
701.2720.54118	ENVIRONMENTAL CONSULTANT	60,000.00
701.2720.54211	PLANT UTILITIES	160,000.00
701.2720.54311	TRAINING/TRAVEL/EXPENSES	1,250.00
701.2720.54464	TAX LIEN	600.00
701.2720.55511	PLANT EQUIPMENT	75,000.00
701.2720.55515	WATER WELLS & WELL FIELD	5,000.00
	TOTAL WATER PLANT	1,228,000.00
701.2740.51111	DISTRIBUTION EMPLOYEES	231,000.00
701.2740.52127	UNIFORM RENTAL	1,000.00
701.2740.53111	DUES/SUPPLIES/INCIDENTALS	750.00
701.2740.53113	TELEPHONE	1,850.00
701.2740.53214	MAINTENANCE-VEHICLE	15,000.00
701.2740.53312	MAINTENANCE/REPAIR-BLDG.	3,000.00
701.2740.54111	SERVICES RECEIVED	1,000.00
701.2740.54116	REFUSE REMOVAL	400.00
701.2740.54118	ENVIRONMENTAL CONSULTANT	235,000.00
701.2740.54123	STAND PIPE ENGINEERING	150,000.00
701.2740.54124	ELEVATED TANK MAINTENANCE	1,750,000.00
701.2740.54211	DISTRIBUTION UTILITIES	35,000.00
701.2740.54311	TRAINING/TRAVEL/EXPENSES	2,000.00
701.2740.55511	DISTRIBUTION EQUIPMENT	50,000.00
701.2740.55512	HYDRANTS	15,000.00
701.2740.55513	LINE IMPROVE OR EXTENSION	1,500,000.00
701.2740.55514	LINE MAINTENANCE/REPAIRS	55,000.00
	TOTAL WATER DISTRIBUTION	4,046,000.00
701.2760.54489	TRANSFER-BOND RETIREMENT	116,800.00
701.2780.51111	EMPLOYEE FINAL PAYOFF	31,600.00
701.2780.52121	P.E.R.S.	121,000.00
701.2780.52123	WORKERS COMPENSATION	8,000.00
701.2780.52125	EMPLOYEES INSURANCE	285,000.00
701.2780.52126	MEDICARE & SOCIAL SECURITY	13,000.00
701.2780.54421	INSURANCE - LIABILITY	6,000.00
701.2780.54426	INSURANCE - AUTOMOBILE	1,000.00
701.2780.54484	TRANSFER AUDITOR FEES	4,500.00
701.2780.54485	TRANSFER ENGINEER FEES	50,000.00
701.2780.54486	TRANSFER TO WATER RESERVE FUND	551,039.32
	TOTAL WATER MISCELLANEOUS	1,187,939.32
	TOTAL WATER FUND	6,806,389.32
703.2700.55511	WATER REPLACEMENTS & IMPROVEMENTS	1,280,653.00
	TOTAL WATER IMP FUND	1,280,653.00
704.2700.54492	WATER SERVICE (TO COUNTY)	10,480.80
	TOTAL WATER SERVICE	10,480.80
705.2700.54490	TRANSFER TO WATER FUND	31,817.22
	TOTAL WATER RESERVE	31,817.22
706.2800.54492	SEWER SERVICE (TO COUNTY)	12,433.94
	TOTAL SEWER SERVICE	12,433.94

Resolution 2021-6

Meeting of January 25, 2021

707.2800.55513	SEWER IMPROVEMENT	665,782.26
	TOTAL SEWER IMPROVEMENT	665,782.26
708.2800.54492	WASTEWATER SERVICE/CLINTON	227,000.00
	TOTAL WW SERVICE/CLINTON	227,000.00
710.3210.53111	MATERIALS & SUPPLIES	251,010.48
710.3210.54118	ENVIRONMENTAL CONSULTANT	75,000.00
710.3210.55513	LINES, CHANNELS, & RIVERS	240,000.00
710.3210.55514	LINE MAINTENANCE/REPAIRS	350,000.00
710.3210.55520	CATCH BASIN REPAIRS/MAINT	150,000.00
710.3210.55521	CURB & GUTTER REHABILITATION	100,000.00
	TOTAL STORM WATER UTILITY	1,166,010.48
715.2700.54492	WATER SERVICE-CLINTON	12,750.00
	TOTAL WATER SERVICE/CLINTON	12,750.00
720.2800.51112	OFFICE EMPLOYEES	135,000.00
720.2800.52127	OFFICE UNIFORM RENTAL	200.00
720.2800.53111	DUES/SUPPLIES/INCIDENTALS	45,000.00
720.2800.53113	TELEPHONE	2,200.00
720.2800.53214	MAINTENANCE-VEHICLE	2,500.00
720.2800.53215	METER REPAIRS & SUPPLIES	400.00
720.2800.54111	SERVICES RECEIVED	900.00
720.2800.54113	COMPUTER MAINTENANCE	7,500.00
720.2800.54311	TRAINING/TRAVEL/EXPENSES	750.00
720.2800.54452	OFFICE RENT	5,000.00
720.2800.54465	OVERPAYMENT	3,000.00
720.2800.55511	OFFICE EQUIPMENT	9,000.00
720.2800.55521	NEW WATER/WASTEWATER METERS	125,000.00
	TOTAL WASTEWATER OFFICE	336,450.00
720.2820.51111	PLANT EMPLOYEES	525,000.00
720.2820.52127	PLANT UNIFORM RENTAL	2,250.00
720.2820.53111	DUES/SUPPLIES/INCIDENTALS	26,912.98
720.2820.53113	TELEPHONE	3,250.00
720.2820.53211	PLANT CHEMICALS	32,000.00
720.2820.53214	MAINTENANCE-VEHICLE	4,500.00
720.2820.53312	PLANT MAINTENANCE	135,000.00
720.2820.54111	SERVICES RECEIVED	9,500.00
720.2820.54114	SLUDGE REMOVAL	120,000.00
720.2820.54115	SEPTAGE RECEIVED	5,000.00
720.2820.54116	REFUSE REMOVAL	850.00
720.2820.54118	ENVIRONMENTAL CONSULTANT	50,000.00
720.2820.54211	PLANT UTILITIES	210,000.00
720.2820.54311	TRAINING/TRAVEL/EXPENSES	1,450.00
720.2820.54464	TAX LIEN	400.00
720.2820.55511	PLANT EQUIPMENT	15,000.00
	TOTAL WASTEWATER PLANT	1,141,112.98
720.2840.51111	COLLECTION EMPLOYEES	133,000.00
720.2840.52127	UNIFORM RENTAL	1,000.00

720.2840.53111	DUES/SUPPLIES/INCIDENTALS	750.00
720.2840.53113	TELEPHONE	1,900.00
720.2840.53214	MAINTENANCE-VEHICLE	19,000.00
720.2840.53312	MAINTENANCE & REPAIR/BLDG	3,000.00
720.2840.54111	SERVICES RECEIVED	900.00
720.2840.54116	REFUSE REMOVAL	450.00
720.2840.54118	ENVIRONMENTAL CONSULTANT	100,000.00
720.2840.54211	COLLECTION UTILITIES	24,000.00
720.2840.54311	TRAINING/TRAVEL/EXPENSES	2,000.00
720.2840.54424	DAMAGE CLAIMS	1,500.00
720.2840.55511	COLLECTION EQUIPMENT	50,000.00
720.2840.55513	LINE IMPROVE OR EXTENSION	350,000.00
720.2840.55514	LINE MAINTENANCE/REPAIRS	100,000.00
	TOTAL WW COLLECTION	787,500.00
720.2860.54486	TRANSFER-BOND RETIREMENT	670,600.00
720.2860.56521	O W D A - PRINCIPAL	176,492.00
720.2860.56522	O W D A -INTEREST	25,109.00
720.2880.51111	EMPLOYEE FINAL PAYOFF	31,600.00
720.2880.52121	P.E.R.S.	110,000.00
720.2880.52123	WORKERS COMPENSATION	8,750.00
720.2880.52125	EMPLOYEES INSURANCE	365,000.00
720.2880.52126	MEDICARE & SOCIAL SECURITY	11,500.00
720.2880.54421	INSURANCE - LIABILITY	5,500.00
720.2880.54426	INSURANCE - AUTOMOBILE	3,000.00
720.2880.54484	TRANSFER AUDITOR FEES	4,500.00
720.2880.54485	TRANSFER ENGINEER FEES	50,000.00
	TOTAL WASTEWATER MISC.	1,462,051.00
	TOTAL WASTEWATER	3,727,113.98
901.3600.52122	POLICE PENSION	409,937.04
901.3600.54112	COUNTY AUDITOR DEDUCTION	2,500.00
901.3600.54113	STATE INCOME TAX COLLECTION FEE	85.00
	TOTAL POLICE PENSION	412,522.04
902.3600.52122	FIRE PENSION	712,795.85
902.3600.54112	COUNTY AUDITOR DEDUCTION	2,500.00
902.3600.54113	STATE INCOME TAX COLLECTION FEE	85.00
	TOTAL FIRE PENSION	715,380.85

SECTION 2: This Resolution provides for appropriations for the current expenses of the city, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon its date of passage and approved by the Mayor.

COMMENTS - Current Meeting:

Mr. Hillier - I was asking about the restroom cleaning vehicle that was originally in the budget for \$45,000, it was back in for \$25,000 and they said we have to buy a vehicle to do a replacement and had to have an amount in that line and they assured me that we wouldn't spend that much on it.

Mr. Salyers - The \$5,000 set aside for pickleball, what is that for?

Mr. Ball - It's for resurfacing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga



City Council
City of Mount Vernon
Mount Vernon, OH 43050

AMENDED

ORDINANCE 2020-39

Meeting: 01/25/21 7:30 PM
Dept: Utilities
Woods, Seavolt
Category: Utilities
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2229 C

AN ORDINANCE AMENDING PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING WASTEWATER RATES; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That Section 913.07(a) of the Codified Ordinances be amended to read as follows:

(a) (1) The User Charge paid by all classes of users (based on each 100 cu. ft. of flow being discharged to the sanitary sewer system) shall increase on the effective date by the listed amount, which shall be added to the previous year's User Charge, and becomes the new User Charge:

Effective January 1, 2021: \$.74

Effective January 1, 2022: \$.84

Effective January 1, 2023 \$.97

(2) Beginning January 1, 2024, and revised annually thereafter, the User Charge shall be raised 10% from the previous year's User Charge.

(3) Council shall review the User Charge at least every three (3) years.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and for the further reason that the City must immediately raise funds to repair its aging and deteriorating water and wastewater infrastructure, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

11/23/20	City Council	FIRST READING
12/14/20	City Council	AMENDED

Mrs. Woods - Remove Section 2 of the legislation, which would remove 919.09 of the Codified Ordinances, renumber current Section 3 as Section 2 and to amend the title of Ord. 2020-39 to

"An Ordinance Amending Provisions of the Codified Ordinances of the City of Mount Vernon Regarding Wastewater Rates; and Declaring an Emergency".

12/14/20	City Council	SECOND READING
12/28/20	City Council	POSTPONED TO A CERTAIN TIME

COMMENTS - Current Meeting:

Mr. Hillier - On Saturday we spoke about the 3 years and 4 years came up, something about a 4th year.

Mr. Ball - The forecast that we are running right now everything looks like it will function for about 4 years and depending on how the projects go and different variables we may have to look at a consideration for a small rate increase sometime in the 4th year. We don't want to set those numbers and be wrong so I fully support the amendment and looking at this every year.

Mr. Francis - I appreciate the work that Mrs. Woods did.

Mrs. Seavolt - Mrs. Woods and I toured the wastewater plant and thought it was very interesting and thought it would be a good idea to have an opening day out there and we are going to work towards that.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Tammy Woods, Third Ward
SECONDER:	Janis Seavolt, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga



City Council
City of Mount Vernon
Mount Vernon, OH 43050

TABLED

ORDINANCE 2020-40

Meeting: 01/25/21 7:30 PM
Dept: Planning and Zoning
Hillier, Salyers
Category: Planning and Zoning
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2235 A

AN ORDINANCE TO AMEND SECTION 1173.06 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING ACCESSORY STRUCTURES WITHIN THE CITY; AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOUNT VERNON, STATE OF OHIO, THAT:

SECTION 1: That Section 1173.06 of the Codified Ordinances be amended to read as follows (additions are in **bold**, deletions are in ~~striketrough~~):

1173.06 GENERAL REQUIREMENTS.

Except as otherwise provided in this Zoning Ordinance, an accessory use or structure shall be permitted in association with a principal use or structure provided that:

(a) It shall ~~be thirty-five (35) percent or less of the gross floor area of the principal use or structure~~ **not exceed 900 sqft**, except where additional space is needed to comply with off-street parking requirements **and as stated in section 1173.14.**

(b) It shall not contain or be used as a dwelling unit.

(c) It shall not exceed eighteen (18) feet in height.

(d) It shall meet all yard requirements **set forth for accessory buildings for the district.** ~~of the principal use.~~

(e) **There shall be no more than two (2) detached accessory structures used for storage as described in section 1173.10.**

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and for the further reason to provide clarity to the rules for the construction of accessory buildings, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

12/14/20	City Council	FIRST READING
12/28/20	City Council	SECOND READING
01/11/21	City Council	POSTPONED TO A CERTAIN TIME

COMMENTS - Current Meeting:

Mr. Hillier - There's two ladies that put a lot of work into this. I received calls up to ten minutes before the meeting from council members. I don't think it's lack of information I think it's more about is this the right thing to do because I don't understand it as much as some of the other things that we are doing with council. It came easy to me because I've involved with BZA before I was ever on council. We will continue to work on it and I have asked Lacie to do a work meeting with BZA to find out and explain to them what she wants, why she wants it and get input from BZA to bring this back in another fashion.

RESULT:	POSTPONED INDEFINITELY [UNANIMOUS]
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Tanner Salyers, At Large
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 01/25/21 7:30 PM
Dept: Employee and Community Rel.

Scoles, Woods

Category: Unions

Prepared By: Rob Broeren

Initiator: Tanya Newell

ADOPTED

ORDINANCE 2021-02

DOC ID: 2260 A

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2021; AND DECLARING AN EMERGENCY.

WHEREAS, an agreement has been entered into between the City of Mount Vernon and the Fraternal Order of Police representing the three bargaining units in the Police Department. Those bargaining units are:

- (1) Police Sergeants and Lieutenants
- (2) Police Officers
- (3) Police Records Clerk

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That this Ordinance incorporates the attached agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, which becomes effective January 1, 2021, as if fully rewritten herein, for the listed units.

SECTION 2: That the wage provision of the agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, for the listed units, be effective from January 1, 2021.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and further to insure labor peace between the City and its employees, the said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Ms. Scoles - We had a good discussion earlier about the details of the contract.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Samantha Scoles, First Ward
SECONDER: Tammy Woods, Third Ward
AYES: Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

AGREEMENT BETWEEN



THE CITY OF MOUNT VERNON

AND



**THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL**

CASE NUMBERS:	2020-MED-09-0964	PATROL OFFICERS
	2020-MED-09-0965	SERGEANTS
	2020-MED-09-0966	RECORDS CLERKS

JANUARY 1, 2021 through DECEMBER 31, 2021

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ARTICLE 1 STATEMENT OF PURPOSE

This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as the “City”, and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc. (OLC), hereinafter referred to as the “Union” or the “Exclusive Bargaining Agent.” Its purpose is to promote harmonious relations between the City and the Union, establish an equitable and peaceful procedure for the resolution of differences, and establish wages, hours, and other terms and conditions of employment.

ARTICLE 2 UNION RECOGNITION

Section 2.1 Included

The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining units described below. Where used in this Agreement, the term “bargaining units” shall be deemed to include those individuals regularly employed full time in the classifications listed:

- (A.) **Police Sergeants and Lieutenants Unit**
As certified by S.E.R.B. in case # 2020-REP-12-0126.
- (B.) **Police Officers Unit**
As certified by S.E.R.B. in case #93-REP-09-0175 on February 8, 1994
and as modified by S.E.R.B. in case number 2020-REP-11-0116 on
December 19, 2020.
- (C.) **Police Records Clerk**
As certified by S.E.R.B in case # 2015-REP-05-0052 on July 9, 2015.

Section 2.2 Excluded

All positions and classifications not specifically established herein as being included in the bargaining units shall be excluded from the bargaining units.

Management, confidential, temporary, part-time (less than 20 hours per week) substitute, and seasonal employees shall not be included in the bargaining units.

Section 2.3 Disputes as to Inclusion/Exclusion

If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining units, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of

that classification. This section establishes mutual consent under O.A.C. Paragraph/Section 4117-5-01.

Section 2.4 Establishing of Duties and Responsibilities

The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classifications in Section 2.1 has no effect on the City's right to add or eliminate classifications. This article eliminates job audits under the Ohio Revised Code. If an employee's job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 10 of this Agreement. A "substantial change in job duties" means that the core responsibilities of an existing job have changed by at least fifty percent (50%).

Section 2.5 Application to All Classifications

The parties have voluntarily agreed to apply the terms and conditions of this Agreement to all of the classifications outlined in Section 2.1 above, even though SERB certified three separate bargaining units for those classifications. All articles of this Agreement apply to the classifications listed in Section 2.1 above, unless the classification is specifically excluded from an article or provision of this Agreement.

ARTICLE 3 DUES DEDUCTION

Section 3.1 Deduction According to Law

All dues deductions and fair share fees shall be made in accordance with state and federal statutory and case law.

Section 3.2 Membership Available

The City and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the bargaining units, upon the employee's successful completion of their individual new-hire probationary period.

Section 3.3 Agreement to Deduct

The City agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon the City receiving the prescribed written authorization form signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the City will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next calendar week following the pay period in which the authorization was

received by the City and in which Union dues are deducted, and to send all collected dues, fees and assessments once per month to the attention of the person designated on the invoice at Fraternal Order of Police, Ohio Labor Council office located at 222 E. Town Street, Columbus Ohio 43215.

Section 3.4 Notifications to the Union

The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing to the FOP/OLC or to the FOP/OLC staff representative within thirty (30) days of their hire date.

Upon request during the first pay period in January and July of each year, the Employer shall provide the FOP/OLC or the FOP/OLC staff representative with a roster of all bargaining unit employees.

Section 3.5 Indemnification

It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.6 Relief from Obligation to Deduct

The City shall be relieved from making any such individual dues deductions upon:

- (a) termination of employment;
- (b) an employee's transfer to a job other than one covered by the bargaining unit;
- (c) an employee's layoff from work;
- (d) an employee's approved unpaid leave of absence;
- (e) an employee's revocation of the check-off authorization in accordance with its terms or the terms of this Agreement.

Section 3.7 Sufficient Wages Needed

The City shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deductions.

Section 3.8 Claims Against the City

Neither the employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within

sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

Section 3.9 Notification of Dues Amounts

The rate at which dues and assessments are to be deducted shall be certified to the payroll clerk as is necessary to be accurate. One (1) month advance notice must be given to the payroll clerk prior to any change in the rates at which deductions are to be made.

Section 3.10 Withdrawal of Membership

Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within fourteen (14) days of this request.

ARTICLE 4 UNION BUSINESS

Section 4.1 Staff Representative

The City agrees to permit one (1) staff representative from the FOP, Ohio Labor Council into the City's facilities and worksites during the working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein. The Union shall give written notice to the City of the name and contact information of the staff representative as often as necessary so that the City has the correct information.

Section 4.2 Labor Council Associates

The City will recognize no more than three (3) patrol officers (with an effort to have one for each shift) and no more than one (1) sergeant as representatives, of their respective bargaining units. These representatives shall be the Labor Council Associates. The Union agrees to provide the City with a written list of the Associates as often as necessary so that the City has the correct information.

An employee shall not be permitted to function as a Labor Council Associate until the Union has presented the City with this written list.

One of the Associates will function as Chief Associate and another will function as the Alternate Chief Associate to act in the absence of the Chief Associate. The Union will notify the City as to who has filled these positions as often as necessary so that the City has the correct information.

The alternate Chief Associate has the same privileges and may act in the place of the Chief Associate in his absence.

The OLC Associates will be permitted eighty (80) hours annually to split among themselves to investigate grievances without loss of regular straight time pay or benefits. Use of this time shall be arranged with the Chief of Police or his designee.

Section 4.3 Rules Governing Activity of the Associates

Rules governing the activity of Union Associates are as follows:

- (a) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.
- (b) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- (c) The Union Associates shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the supervisor.

Section 4.4 Union Meetings

Meetings of the Union or of committees of the Union will be permitted on City property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question.

Section 4.5 Bulletin Boards

Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations. The items posted shall not be political, partisan or defamatory.

Section 4.6 Ballot Boxes

The Union shall be permitted, upon prior approval of the Chief of Police or designee to place a ballot box on Department premises for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such boxes shall be the property of the Labor Council and the ballot boxes and the ballots shall not be subject to the Employer's review. The ballot boxes shall be removed as soon as they are no longer needed.

Section 4.7 Use of City Equipment

In addition to the reasonable use of the Employer's office equipment (such as, but not limited to copy machine and fax machine) to communicate with the Union office or their non-employee Union representative, the Union Associates, alternates or designees shall be permitted reasonable use of the Employer's intranet system for the purpose of posting

things such as meeting notices and general information. The Union and its members recognize and understand that there is no expectation of confidentiality when using the Employer's intranet system.

Section 4.8 Union Release Time

Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to six (6) days total annually with pay to attend conventions or conferences of the FOP and/or the FOP, Ohio Labor Council. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's Executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. Two (2) employees in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

ARTICLE 5 LABOR MANAGEMENT MEETINGS

Section 5.1 Meetings to be Held

At the request of either party and at a mutually agreed upon time, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives from the patrol unit and not more than one (1) employee representative from the sergeant unit and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

Section 5.2 Agenda to be Furnished

The party requesting the meeting will propose an agenda at the time the request is made. An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall furnish the names of those Union representatives who will be attending.

Section 5.3 Purpose of the Meeting

Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement. It is agreed that the purpose of such meeting shall be to:

- (a) Discuss the administration of the Agreement;
- (b) Notify the Union of changes made by the City which affect bargaining unit members of the Union;

- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency; and
- (f) Consider and discuss health and safety matters relating to employees.

It is further agreed that when labor/management meetings have been requested, and mutually agreed upon, they shall be convened within five (5) days.

Section 5.4 Attendance at and Payment for the Meetings

Bargaining unit employee representatives who attend labor-management meetings pursuant to this article shall be given sufficient time without loss of pay or benefits provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours.

As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors and department heads of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1 Rights Reserved to the Employer

Except to the extent expressly limited only by the specific articles and sections of this Agreement, the City reserves, retains, and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement.

Section 6.2 Sole and Exclusive Rights

The sole and exclusive rights and authority of the City include specifically, but are not limited to the rights listed in O.R.C. Section 4117.08(C), numbers 1-9:

- (A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (B) Direct, supervise, evaluate, or hire employees;

- (C) Maintain and improve the efficiency and effectiveness of governmental operations;
- (D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (F) Determine the adequacy of the work force;
- (G) Determine the overall mission of the employer as a unit of government;
- (H) Effectively manage the work force;
- (I) Take actions to carry out the mission of the public employer as a governmental unit.
- (J) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodations would violate an express term of this Agreement.

The City does not have to bargain over its management rights or their effects.

ARTICLE 7 NON-DISCRIMINATION

Section 7.1 Joint Agreement of Non-Discrimination

Neither the city nor the Union shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age (over 40), political affiliation, disability, or membership in the Union.

Section 7.2 Gender

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 7.3 Union Membership

The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraints, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or Union activities.

Section 7.4 Union Responsibility

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 8 WORK RULES AND DIRECTIVES

Section 8.1 Right to Promulgate Rules

The parties recognize that it is the philosophy of the City that, to the extent reasonable, bargaining unit members will be put on notice, in writing and in advance of any alleged violations, of work-related conduct expected of them by the City and their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and well-being of all bargaining unit members of the City while not unduly restricting the generally accepted individual rights of any employee. The City shall promulgate written work-related rules in the department.

It is understood that the City has the authority to promulgate work-related rules to regulate the conduct expected of the City's employees. Work rules will be made available to all members either in written or electronic format or both. The signature, including electronic signatures of a bargaining unit member verifying receipt of such work rules, procedures, and directives shall only be viewed by the City as evidence that the member read it, and not that the member necessarily agreed with it.

Section 8.2 Copies of Rules to be Provided to Members

The City agrees that, to the extent any work rules have been or will become reduced to writing (including electronically written), every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established work rules or amendments to existing work rules will be furnished to and discussed with the Union Associates at least seven (7) days prior to the effective date of such rules or amendments. Should any work rules conflict with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict. Nothing in the section prohibits the promulgation and/or distribution of work rules to members electronically so long as all members have access.

Section 8.3 Uniform Application of Work Rules

It is the City's intention that work rules and directives are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. The City may, however, establish different work rules to meet the specific needs of a shift or classification. Of course, any member against whom such work rules and directives are enforced may challenge the reasonableness or uniformity of their application or interpretation through grievance procedure.

ARTICLE 9 CORRECTIVE ACTION AND INTERNAL REVIEW

Section 9.1 Giving Discipline

No employee shall be reduced in pay or position, suspended, discharged, or otherwise disciplined except for just cause.

Disciplinary action on measures shall include only the following:

- (a) written warning;
- (b) written reprimand;
- (c) suspension without pay or working suspension;
- (d) forfeiture of vacation and/or personal days;
- (e) reduction in pay and/or position; and
- (f) discharge.

If the City has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken, but such acknowledgement shall only serve to indicate that the employee has received the discipline and not that he agrees with it.

Counseling, coaching and performance improvement plans (PIPs) will not be considered discipline and are not grievable under the Grievance Procedure. PIPs will not exceed six (6) months.

Section 9.2 Internal Investigations

When a supervisor questions an employee and the questioning is for the purpose of determining if the employee will be disciplined, the employee will be so advised and will be permitted to have the Union Staff Representative or an OLC Associate (or an alternate Associate) from his bargaining unit present during questioning. Upon request, the employee shall be given a reasonable time to make arrangements to have his representative as described herein but such request shall not result in unreasonable delay nor otherwise compromise the investigation. At the time of questioning for the purpose of determining if the employee will be disciplined, the employee may request the written

statements or other documented evidence which is reasonably available at the time of the interview and which is the basis for the interview.

Section 9.3 Pre-disciplinary Hearing and Notice of Charges

Before any suspension without pay, demotion or termination can occur, the City will conduct a pre-disciplinary hearing. The employer will give the employee written notice of the pre-disciplinary hearing, along with notification of the charges against him or her, a copy of any written complaint and copies of any written statements or other documented evidence to be relied on by the City at the time of the hearing. This information will be provided no less than forty-eight (48) hours prior to the pre-disciplinary hearing. At a pre-disciplinary hearing before the Safety Service Director, an employee is permitted representation by either an Associate or the Staff Representative. Upon request, the employee shall be given a reasonable time to make arrangements to have his representative as described herein present at the pre-disciplinary hearing, but such request shall not result in unreasonable delay, not to exceed ten (10) calendar days.

Associates involved in representation of an employee at a disciplinary conference, pursuant to this article will be permitted to leave his work and work area to represent that member at the meeting, provided the Associate has received approval from his supervisor and provided the Associate notifies his supervisor of his time of departure from and upon his return to the job. Approval will not be unreasonably withheld. If approval is withheld, the timelines shall be extended until approval can be obtained. If the pre-discipline hearing is scheduled during the Associate's duty hours, the Associate shall not suffer any loss of pay while attending the meeting.

Section 9.4 Progressive Discipline

Except in extreme instances wherein the employee is found guilty of gross misconduct, including conduct that is potentially criminal, intentional dishonesty, insubordination, sexual harassment, etc., or instances where the conduct of the employee justifies more severe discipline (up to and including discharge) discipline will normally be applied in a corrective, progressive, and uniform manner in accordance with this Agreement. Progressive discipline and the level of discipline shall take into account the nature of the violation, the impact on the Department and City, the employee's record of discipline and the employee's record of performance and conduct.

Section 9.5 Retention of Discipline Records

Records of discipline shall cease to have force and effect and will be removed from active personnel file as follows, provided there are no intervening disciplinary actions during that time period:

Written Warnings	12 months after their effective date
Written Reprimands	12 months after their effective date

Suspensions

18 months after their effective date

Section 9.6 Appeal of Disciplinary Action

If a bargaining unit member disagrees with disciplinary action taken, he may use the grievance procedure. However, oral warnings and written reprimand can only be grieved through Step 3 but may not be taken to arbitration. The Grievance Procedure is the exclusive appeal process for discipline; civil service or other laws shall not be available to appeal discipline.

If a member disagrees with a written warning or written reprimand, he may write a memorandum to the Chief of Police explaining his position and the reason for disagreement with the written warning or reprimand. Such memorandum will be placed in the bargaining unit member's personnel file along with the written warning or reprimand.

Section 9.7 Forfeiture of Leave Time

Upon the employee's request, where the employee has been suspended for eighty (80) hours or less, the City may forfeit the employee's vacation pay or personal days instead of docking his regular pay for the term of the suspension. In his request, the employee shall indicate whether vacation or personal days are to be deducted. If the City decides to make such forfeiture, the suspension is final and is not subject to binding arbitration or to any other forum of conflict resolution or legal challenge.

Section 9.8. Internal Review

When the Employer conducts an investigation concerning an employee and the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee will be notified that such result is possible. Whenever formal complaints are filed by a citizen against an employee, the Complainant will be asked to sign a written complaint. If the Complainant is unwilling to sign a written complaint, the person taking the complaint will document the allegations in sufficient detail to allow for investigation.

- A. Before starting any interview which is part of an internal investigation as provided for in this article, an employee shall be advised of all applicable rights. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.
- B. When an employee is the subject of a disciplinary investigation that the Employer believes could lead to discipline of that employee, the employee shall be notified of such and be given a reasonable opportunity to consult with a union representative before being required to answer questions and/or to be

accompanied by a union representative during questioning. The employee will be given a reasonable opportunity not to exceed ten (10) calendar days to make arrangements to have a Union representative present. A request for a union representative will not be justification to unreasonably delay questioning.

- C. If during an interview of an employee who at the time the interview began was not considered a subject of investigation nor considered for possible discipline, the investigator has reason to believe the employee has become the focus of the investigation or another investigation, the investigator shall notify the employee of that fact and the employee's rights under this agreement or any other applicable rights.
- D. If during an internal investigation interview of an employee who is the subject of the investigation or an employee who is a witness in an internal investigation, the Employer becomes aware of information that could lead to criminal charges being filed against that employee the internal interview shall cease and the employee shall be advised of his constitutional rights as they pertain to criminal case(s).
- E. When an anonymous complaint is made against an employee, the Chief or designee may investigate, including interviewing the employee about whom the complaint is made. If there is no evidence to support the complaint, it shall be classified as unfounded and no action will be taken. If, during the course of the investigation, the identity of the complainant becomes known, that information will be provided to the employee who is being investigated, provided that doing so will not compromise the continuation or completion of the investigation. In any case where the identity of a complainant is known, it will be provided to the employee who is being investigated before any final decision is made or action taken on the complaint.
- F. An employee who had been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. No unsubstantiated complaint will be placed in an employee's personnel file.
- G. The Employer shall attempt to complete investigations that do not involve the possibility of criminal charges within ninety (90) days of commencing the investigation. If the investigation is not completed within ninety (90) days, the Employer shall notify the employee of the status of the investigation as well as inform him of the estimated additional time needed to complete the investigation unless the investigation would or might be compromised by disclosure to the employee.
- H. The Employer may use a lie detection device, provided there have been scientific studies that deem the instrument reliable in detecting deception when used correctly, to investigate the truth of statements made by members only if they are the subject of an investigation or at the employee's written request. The member shall be entitled to a union representative at all stages of the lie detection examination. Any such lie detection examination shall only be conducted by a

certified operator that is not a member of a law enforcement agency or company located in Knox County. No disciplinary action shall be taken by the Employer based solely on the results of such tests.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Purpose, Intent and Definition

The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

The time period for pursuing a grievance begins when the grievance actually occurs or grievant should be reasonably aware of grievance.

The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, during its term.

For purposes of the grievance procedure in this article the term “working days” or “days” shall mean Monday through Friday, except when one of the holidays listed in this Agreement falls on a day of the week from Monday through Friday. In this instance the next business day shall be operative day.

Section 10.2 Grievance Procedure Rules

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. For purpose of the Article if the supervisor and the department head are one and the same, it means the person who is lowest in line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Safety-Service Director step.

A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance. All additional members shall indicate in writing their desire to be part of a group grievance.

Any grievance not answered by management within stipulated time limits may be advanced to the next step in the grievance procedure.

When a grievant, supervisor, department head, or Safety-Service Director is required to perform an act pursuant to the steps in the grievance procedure and performing that act

would fall on his scheduled day off, paid leave or approved leave without pay, he shall have through his next working day to perform the act.

When the grievance procedure requires the Employer to hold a meeting within a certain time frame or permits the Employer to schedule a meeting and such meeting is scheduled within a certain time frame all parties will make a good faith effort to adhere to those timeframes. By mutual agreement of the parties those timeframes may be extended due to absence from work on the actual date.

All time limits on grievances or steps in the procedure may be waived upon written mutual consent of the parties.

All grievances shall be in writing on a form provided by the Union and shall contain the following information:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was first discussed;
- (d) name of supervisor with whom grievance was discussed;
- (e) date grievance was filed in writing;
- (f) date and time grievance occurred;
- (g) where grievance occurred;
- (h) description of incident giving rise to the grievance;
- (i) Articles and Sections of Agreement violated; and
- (j) resolution requested.

References to Shift Supervisor, Department Head or Safety/Service Director includes their designees acting on their behalf.

The Union shall have the responsibility for the duplication, distribution, and their own accounting for the grievance forms.

Section 10.3 Grievance Procedure

Grievances shall be resolved according to the procedures outlined below:

Informal Step: Sergeant Verbal

In order for an alleged grievance to receive consideration under this procedure, the grievant must verbally identify the alleged grievance to his Sergeant within ten (10) working days of the event(s) giving rise to the grievance and/or ten (10) days from the time the grievant should have been aware of the event(s) giving rise to the grievance. The shift supervisor shall provide a written response (that can be in form of an e-mail message) to the grievant within five (5) days from the time of their discussion.

Step 1: Lieutenant Written

If the grievance is not resolved at the Informal Step, the employee will reduce the grievance to writing and will refer it to his Sergeant within seven (7) days of receiving the verbal response. The Lieutenant shall investigate (which may include a meeting with the grievant) and respond in writing to the grievant within seven (7) days following receipt of the grievance or within seven (7) days following the meeting, if one is held.

Step 2: Police Chief or Designee

If the grievance is not resolved at Step 1, the employee may, within seven (7) days following the Step 1 reply, refer the grievance to the Chief of Police or designee. The Police Chief or designee shall investigate (which may include a meeting with the grievant) and respond in writing to the grievant within fourteen (14) days following receipt of the grievance or within fourteen (14) days following the meeting, if one is held.

Step 3: Safety Service Director or Designee

If the grievance is not resolved at Step 2, the employee may, within seven (7) days following the Step 2 reply, refer the grievance to the Safety Service Director or designee. The Safety Service Director shall investigate the grievance and shall hold a meeting with the grievant not more than ten (10) days from receipt of the grievance. The Safety Service Director shall respond in writing to the grievant within fourteen (14) days following fourteen (14) days following the meeting held at this step.

Step 4: Arbitration

If the grievance is not resolved at Step 3, it may be submitted to Arbitration. The FOP/OLC, based upon the facts presented, shall decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the answer at Step 3, the FOP/OLC shall notify the Employer of its intent to seek arbitration over the unresolved issue(s). The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

- A. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request another list of seven (7) arbitrators from FMCS. Nothing shall prevent the parties from mutually agreeing on an arbitrator in lieu of requesting a list of arbitrators from a mediation service. FMCS will be notified of the arbitrator selection and a hearing will be held as soon as possible after the arbitrator confirms appointment.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the arbitration costs will be paid by the losing party.

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

- (a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- (b) Concerning the establishment of wage scales.
- (c) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
- (d) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expenses of any witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety-Service Director of the City and to the Columbus headquarters of the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mount Vernon. The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

Section 10.4 Representation in a Grievance

When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this Agreement.

An employee is entitled to Union representation at all steps of the grievance procedure. At Steps 1 and/or 2 the representation will usually be provided by the Union Associate, but at the employee's choosing may be provided by the professional staff representative. At Step 3 the representation will usually be provided by the professional staff

representative, but at the employee's choosing may be provided and/or also be provided by the Union Associate.

Associates involved in representation of an employee at a grievance presentation pursuant to this article will be permitted to leave his work and work area to represent that member at the meeting, provided the Associate has received approval from his supervisor and provided the Associate notifies his supervisor of his time of departure from and upon his return to the job. Approval will not be unreasonably withheld. If approval is withheld, the timelines shall be extended until approval can be obtained.

If the meeting is scheduled during the Associate's duty hours, the Associate shall not suffer any loss of pay while attending the meeting.

It is expected that, in the usual grievance, that only the grievant, the Associate and/or the staff representative will be the only Union representatives in attendance at such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other individuals be in attendance. Therefore, it is intended that either party may bring additional individuals to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional individuals have input which may be beneficial in attempting to bring resolution to the grievance.

ARTICLE 11 PERSONNEL FILES

Section 11.1 Intent

It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City. In the event of a request for personnel or other records regarding an employee, the City will not disclose personal identification materials which have been exempted from public disclosure.

No discipline or other corrective action notice, complaints, or commendations will be placed in an employee's personnel file or in any supervisor's file or the Safety Service Director's file without a copy also being given to the employee.

Section 11.2 Release of Personnel Records to Public

If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made. If the member cannot be contacted, the Employer shall notify one of the Associates. The employee or representative may make a request to review the personnel file prior to release to the member of the public. The employee or representative may present reasons to the Employer why certain documents should not be released. However, the final

decision concerning what must be released in response to a public records request rests with the Employer. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after the request for the records was made.

Section 11.3 Review of Personnel Files

Every member shall be allowed to review his personnel file, in its entirety, at any reasonable time and at reasonable hours upon request and shall be permitted, at no cost to himself, to obtain copies of documents from his personnel file. If any member is involved in a grievance regarding such matters in his personnel file that may be material, the affected employee's Union representative shall also be granted the use of the member's personnel file at a reasonable time, where such access is authorized, in advance, by the bargaining unit member.

Section 11.4 Inaccurate Information in Personnel File

If a bargaining unit member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents the member may write a memorandum to the Safety-Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety-Service Director sustains such allegation, he shall do one of the following:

- (a) The member's memorandum shall be attached to the material in question and filed with it, and the Safety-Service Director or his representative shall note thereon his concurrence; or
- (b) The Safety Service Director or his representative shall remove the inaccurate material from the personnel file.

Section 11.5 Addition of Material to Personnel File

No material may be placed in the bargaining unit member's personnel file without the member being notified of same and/or being given the opportunity to review it.

If the member feels that clarification of such new material is necessary, the member may submit to the Safety-Service Director or his representative a written memorandum of not more than one (1) page in length clarifying or explaining his position. If the memorandum does not contain derogatory or scurrilous matter regarding the administration or any other employee, the Safety-Service Director shall immediately attach the memorandum to the material and place both in the member's personnel file.

ARTICLE 12 PROBATION PERIODS

Section 12.1 New Hire Probation

Every newly hired full-time employee will be required to successfully complete an initial probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. Probationary employees may be removed from employment without cause during their initial probationary period. Newly hired probationary employees may neither join the Union nor file grievances until they have satisfactorily completed their initial Probationary Period, nor shall the probationary period removal from employment be grievable under the grievance and arbitration procedure nor appealable under civil service.

Section 12.2 Promotional Probation

All newly promoted employees shall serve a promotional probationary period of one hundred eighty (180) days. An employee in a promotional probationary status may be removed without cause during the probationary period, subject to the approval of the Chief of Police. A newly promoted employee may request a demotion during the probationary period. When a promoted employee is demoted either voluntarily or involuntarily he shall return to the classification he held immediately prior to the promotion. Once he returns to the classification held immediately prior to the promotion he shall not be required to serve any probationary period.

No employee will be required to serve any probation period in situations involving demotions after successfully completing the one hundred eighty (180) day promotional probation period.

Section 12.3 Reclassification

Should the City reclassify an employee due to a departmental re-organization or a position audit, he shall not be required to serve a probationary period.

ARTICLE 13 SENIORITY

Section 13.1 Seniority Defined

- A. City seniority means an employee's length of service with the Employer for benefit accrual purposes.
- B. Departmental seniority shall mean an employee's uninterrupted length of continuous service with the Mount Vernon Police Department measured from his most recent date of hire with the Department.
- C. Classification seniority means an employee's length of service in a specific classification.

Notwithstanding these definitions, all forms of seniority shall be prorated to reflect those periods of absence while in non-pay status, unless that non-pay status is otherwise protected by law.

Section 13.2 Seniority Upon Promotion

When an employee is promoted to a higher rank and is therefore in another classification, any classification seniority he has in the lower classification at the time of the promotion will be “frozen” and he will not lose the “frozen” classification seniority. While the employee serves in the higher rank he will not accrue any further classification seniority in the lower rank.

A. Sergeant to Lieutenant

A sergeant who is promoted to the rank of lieutenant and subsequently goes back to the rank of sergeant for any reason, will resume his classification seniority in the lower rank at the point at which it was frozen at the time of his promotion.

B. Patrol Officer to Sergeant

A patrol officer who is promoted to sergeant and subsequently goes back to the rank of patrol officer for any reason will resume his departmental seniority as a patrol officer.

Section 13.3 Seniority Upon Demotion

When an employee is demoted to a lower rank for any reason and is therefore in another classification, any classification seniority he has in the higher classification at the time of the demotion will be “frozen” and he will not lose the “frozen” classification seniority. While the employee serves in the lower rank he will not accrue any further classification seniority in the higher rank.

A. Lieutenant to Sergeant

A lieutenant who is demoted to the rank of sergeant and subsequently goes back to the rank of lieutenant will resume his classification seniority in the higher rank at the point at which it was frozen at the time of his demotion.

B. Sergeant to Patrol Officer

A sergeant who is demoted to patrol officer and subsequently goes back to the rank of sergeant will resume his classification seniority in the higher rank at the point at which it was frozen at the time of his demotion.

Section 13.4 Effect of a Layoff

If, due to a layoff an employee exercises his bumping rights and bumps into a lower ranking position he will accrue departmental seniority during the time he remains in the lower rank. Employees who are laid off and return from layoff will be restored to their departmental seniority as of the date of their layoff.

Section 13.5 Seniority List

Once per year in the month of February the Employer shall post on all bulletin boards or electronically a seniority list showing each type of seniority (as defined in section 1 above) of every employee covered by this Agreement. Any objection to the seniority list must be filed with the Chief within fourteen (14) calendar days of the posting.

Section 13.6 Break in Service

The following situations constitute a break in continuous service for which all forms of seniority are lost:

- A. Discharge for just cause unless reinstated;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within twenty-one (21) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury or disability;
- E. Leave of absence for non-medical reasons

ARTICLE 14 LAYOFF AND RECALL

Section 14.1 Reduction of Work Force

Where, because of lack of funds, consolidation, or abolishment of functions the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the following provisions. Prior to beginning any form of reduction in force pursuant to this article the City and the Union shall meet to talk about and explore alternatives to layoff, including but not limited to voluntary layoffs

Section 14.2 Order and Notice of Layoffs

The Employer shall determine the classification(s) in which any layoff shall be made. Employee(s) within the effected classifications shall be laid off according to their full-time Departmental seniority with the least senior being laid off first. Employees scheduled for lay-off shall be given a minimum of no less than twenty-one (21) days

advance notice of lay-off. Prior to laying off any full time bargaining unit members covered by this contract, the Employer shall layoff all temporary, seasonal, part-time and probationary employees within the Department.

Section 14.3 Displacement (Bumping)

Employee(s) who are laid off from one rank may displace (bump) another employee(s) with lesser departmental seniority (as defined in this Agreement) in a lower rank within the Department.

Employee(s) who are displaced (bumped) by an employee with more departmental seniority as defined in this Agreement shall be able to displace (bump) another employee with lesser departmental seniority in a lower rank pursuant to provisions of this section.

In all cases where an employee is exercising his departmental seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and he is able to perform the functions and duties of the position into which he is attempting to displace (bump).

At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

Section 14.4 Recall

Recalls shall be in the inverse order of the layoff. A laid off employee shall retain his right to recall for one (1) year from the effective date of his layoff. Notice of recall shall be sent to the employee's address listed in the Employer's records and shall be sent via certified mail, return receipt. It is the employee's responsibility to keep the Employer informed of his correct mailing address during the entire time of his layoff. A recalled employee shall return to work within seven (7) calendar days unless a different arrangement is made with the Employer. Failure to return to work after being recalled shall be considered a resignation of employment and will forfeit all right to employment with the Employer.

Section 14.5 Probation After Recall

Probationary employees who are laid off pursuant to this article and who are recalled shall return to probationary status and complete the balance of their required probationary period.

New-hire probationary employees who are laid off pursuant to this article and who are not recalled because of the lapse of time or who, if recalled decline to return will forfeit all right to employment with the Employer.

ARTICLE 15 JURY AND WITNESS DUTY

Section 15.1 Time Off to Be Granted

An employee called for jury duty by a federal, state or municipal court in Ohio or who is subpoenaed to testify in a pending case when they are not either the plaintiff or the defendant on a job-related matter before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the duty or witness pay, in which case he shall not receive his regular pay.

Section 15.2 Payment

To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance. The employee shall remit to the Employer whatever sum is paid to him as compensation for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties.

Section 15.3 Return to Duty

If the employee is released from jury duty or witness duty prior to the end of the work day, the employee shall return to work.

ARTICLE 16 HEALTH AND SAFETY

Section 16.1 Joint Agreement on Safety

To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental position.

Bargaining unit members are responsible for reporting in writing to the department head and Safety-Service Director any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

Any equipment, tools, and vehicles which a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor, department head and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately.

Section 16.2 Unsafe Conditions

Allegations that working conditions, vehicles, equipment and/or facilities are unsafe or may become unsafe are proper subjects to be addressed through a meeting of the Labor-Management Committee as described in this Agreement.

Bargaining unit Associates shall be allowed a reasonable amount of time to investigate health and safety conditions and to attend any meetings where these conditions will be discussed.

Section 16.3 Wearing of Safety Equipment

Where the circumstances deem it necessary, employees shall be expected to wear all safety equipment issued by the City. Nothing in this Article is intended to require the City to purchase specific equipment, tools, safety, or first aid equipment.

Section 16.4 First Aid and CPR

Adequate first-aid equipment and training will be provided by the City. Bargaining Unit members shall be trained and re-certified as required to maintain their certification for basic first-aid and CPR, either through training with City employees or through outside training as determined by the Employer.

Section 16.5 Shift Manning

It shall be the responsibility of the department head for the proper shift manning.

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

Section 17.1 Waiver Due to Emergency

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the federal or state legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended until the end of the State of Emergency, unless mutually agreed to by the City and the Union:

- (a) time limits for Management or the Union's replies on grievances; and
- (b) all work rules, agreements, and/or practices relating to the assignment of all employees.

Section 17.2 Termination of Emergency

Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and

shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

ARTICLE 18 HOURS OF WORK

Section 18.1 Hours of Work Per Week and Per Day

The normal work week for all regular bargaining unit employees covered by this Agreement shall be forty (40) hours in pay status work in five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, exclusive of the time allotted for meals, during the period starting 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, except where different hours are necessary to meet operations requirements.

For bargaining unit members working this normal work week, all hours worked in any work week in excess of forty (40) hours worked per week or in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1½) times the straight time hourly rate calculated on a forty (40) hour basis.

However, this Section shall not constitute or be construed as a guarantee of hours of work per day or per week, and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling. Alternate work schedules may be established by the City for specific assignments or due to work-related requirements. The assignments include for example, detective, interdiction, K-9 and others as determined by the City.

Except in the case of an emergency, as determined by the Chief or the Chief's designee, or except when an officer agrees otherwise and is approved, the maximum consecutive work hours will be twelve (12).

Section 18.2 Change in Work Schedule

A minimum of seven (7) calendar days' written notice will be provided to bargaining unit employees affected by a work schedule change, unless the parties agree to shorter notice. A bargaining unit employee will not be required to change his posted schedule solely to avoid the payment of overtime pay to such employee.

Further, this Section shall not be construed to give the City the right to reduce the normal work week of any bargaining unit employee below forty (40) hours per week. If it becomes necessary to consider reducing the work week, the City shall meet with the Union and any reduction in the work week shall be by mutual agreement between the parties. If no agreement is reached, the issue of the reduction of work hours shall be submitted to an arbitrator.

However, where practical and feasible, the City may allow bargaining unit members to adjust their starting and quitting times.

Section 18.3 Minimum Guaranty and Pyramiding

Any bargaining unit employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of three (3) hours pay at the applicable hourly rate and shall receive an additional one (1) hour if they work more than two (2) hours. Maximum minimum equals four (4) hours. Three (3) hours minimum shall be granted for court time. There shall be no pyramiding of overtime for the same hours worked.

Section 18.4 Unscheduled Call-offs

When there is an unscheduled call-off resulting in the need to fill an eight (8) hour shift, the first four (4) hours will be offered by utilizing the overtime rotation list. If the officer accepting the first four (4) hours cannot work the second four (4) hours, the overtime rotation list will be again utilized. If no officer accepts the second four (4) hours, then an officer will be ordered to report for work from the order-in list. However, the officer called in for the first four (4) hours has the option to work the entire eight (8) hours. This is an additional exception to the general rule that the maximum number of consecutive hours worked will be twelve (12).

Section 18.5 Cancellation of Scheduled Time Off

In the event of an emergency, the Chief or the Chief's designee may cancel any scheduled time off and/or deny any request for time off, notwithstanding any other provision of this Agreement. Reasonable efforts will be made to give notice to affected bargaining unit members in advance, but it is recognized that in the event of an emergency, advance notice may not be possible.

When time off for vacation, compensatory time or personal leave that has been scheduled and confirmed is subsequently cancelled under this Article, the member required to work will receive one (1) hour of compensatory time off for each hour worked in addition to their appropriate hourly rate.

Section 18.6 Shift Assignment Selection

In November and May of each year, members who have completed two (2) years of service shall select their shift assignment and days off in the following manner: the sergeants will pick first starting with the sergeant who has the highest classification seniority; the corporals will pick next starting with the corporal with the highest classification seniority; the patrol officers will pick last starting with the patrol officer with the highest departmental seniority. In no case will a sergeant's and corporal's day and shift off be the same. The Chief may veto a member's shift selection at the time of bidding or thereafter provided the decision to do so is not arbitrary or capricious. The shifts selected in November shall go into effect at the beginning of the next work schedule after January 1 of the following year. The shifts selected in May shall go into effect at the beginning of the next work schedule after July 1 of the same year.

ARTICLE 19

OVERTIME AND ROTATION OF OVERTIME OPPORTUNITIES

Section 19.1 Overtime Defined

Overtime is defined as all hours assigned to an employee over eight (8) hours in a day or forty (40) hours in a seven (7) day work week. Overtime is not guaranteed.

Section 19.2 Overtime Opportunities to be Rotated

When the City assigns overtime, it will rotate overtime opportunities among qualified bargaining unit employees in the appropriate classification. The City agrees to post and maintain overtime rosters that shall be made available for inspection. Overtime rosters shall be made available to members electronically and will include a list of overtime hours worked, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked among those qualified to perform the work being assigned.

Section 19.3 Overtime Equalization Rules

The following rules shall apply to overtime opportunity equalization:

- (a) The equalization groups shall be by job classification of qualified employees.
- (b) The department head may designate to the supervisor in charge of the shift the responsibility of contacting the bargaining unit employees based on the list computations of overtime credits. In case of equal hours credited, the most senior employee will be offered overtime first.
- (c) If a bargaining unit employee is ordered to work overtime he shall be credited with only the hours worked.
- (d) Overtime hours worked after the end of a shift for completion of an ongoing assignment and overtime hours resulting from off-duty court time, shall not be recorded on the roster nor be included in overtime opportunity equalization calculations.
- (e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employee to perform the work. The mandatory overtime assignment shall be rotated in inverse order of seniority after each assignment.

Where possible, employees being mandated to work overtime will be notified at least twenty-four (24) hours before the overtime hours. If possible, to fill such a vacancy, the Employer will not order a member to work on their regularly-scheduled days off or on other scheduled time off.

Instead, the Employer will hold over an employee scheduled to work the prior shift (for the first four (4) hours) and order an employee scheduled to work the succeeding shift to start four (4) hours early to cover the second four (4) hours. Regularly scheduled days off and other scheduled time off begin when the employee's last shift ends until the start of the employee's next regularly scheduled shift.

- (f) In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.
- (g) Where there are errors in the distribution of overtime opportunities, the City will be given the reasonable opportunity to correct the error and will grant the next overtime opportunity in the respective overtime group to the employee who was missed.
- (h) The Chief or his designee may order mandatory overtime if he cannot meet his overtime needs with qualified volunteers. Mandatory overtime can also be ordered, without regard to the rotation list, if the Chief believes a matter needs immediate attention and the best response to the matter would be achieved by assigning personnel on the current shift or those who are available immediately. This is not intended to circumvent the overtime roster. Employees mandated to work overtime pursuant to this subsection shall receive credit on the order-in roster.

ARTICLE 20 COMPENSATORY TIME

Section 20.1 Compensatory Time

For overtime hours worked, Police Department employees may accumulate compensatory time off in lieu of being paid for working the overtime. Compensatory time shall be credited at the rate of one and one half (1½) hours for each hour actually worked. The maximum amount of compensatory time that may be banked is two hundred (200) hours.

Any accrued but unused compensatory time shall be submitted for cash out on November 1 of each calendar year and will be paid in a separate check by no later than the first pay period after November 1st. Officers may carry over up to forty (40) compensatory time hours to the following year.

ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY

Section 21.1 Filling a Vacant Original Appointment

Within ninety (90) days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original appointment, it shall initiate the selection process outlined under the Ohio Revised Code.

During the ninety (90) day period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign a person to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and in any case no less than his regular rate of pay.

Section 21.2 Working in a Higher Rank

When a sergeant in the police department is absent, the corporal shall act on his behalf with no increase in pay. When both the patrol sergeant and patrol corporal are absent, a senior patrol officer shall be assigned as a corporal and paid at the corporal's rate of pay.

For purposes of this Article, the word "absent" means any time when a person is off work or is working or attending meetings, teaching, court proceedings, etc. outside the City limits for at least four (4) consecutive duty hours.

However, in the absence of a sergeant for ten (10) or more consecutive work days, a Patrol Division Corporal shall be assigned, with Sergeant pay retroactive to the first day of absence of the Sergeant from shift and until the Sergeant returns.

This section does not prevent the City from assigning one person from one classification in the department to assist a person in another classification or to perform part of the work described in another classification's job description.

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ARTICLE 22 HOLIDAYS

Section 22.1 Recognized Holidays

All bargaining unit employees will be eligible to observe the following holidays:

1.	New Year's Day	First day of January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	Fourth day of July
6.	Labor Day	First Monday in September
7.	Veteran's Day	Eleventh of November
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Fourth Friday in November
10.	Christmas Eve	Twenty-Fourth of December
11.	Christmas Day	Twenty-Fifth of December

In addition to these recognized holidays any other day declared a holiday after January 1, 2009 by an act of the President of the United States and/or the Governor of Ohio or the Mayor of Mount Vernon shall also be treated as a holiday for bargaining unit members.

Section 22.2 Compensation for Holidays

Bargaining unit employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of holiday pay whether they work on the holiday or not.

Compensation for working on a holiday will be one and one-half (1½) times the regular rate in addition to the automatic eight (8) hours of holiday pay. Overtime worked on a holiday will be paid at the rate of two (2) times in addition to the eight (8) hours of holiday pay.

If a holiday occurs during a period of paid sick or vacation leave, the bargaining unit employees will draw normal pay and will not be charged for sick leave or vacation. On the payroll journal, holiday hours are deducted from sick or vacation leave hours before the entry is made on the payroll.

A bargaining unit member who is absent without leave on a work day immediately preceding a holiday may be denied the holiday unless the absence is subsequently excused by the appointing authority.

ARTICLE 23 VACATION

Section 23.1 Vacation Leave

Each full-time (40) hour employee of the City shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

One (1) year	88 hours' vacation
Six (6) years	128 hours' vacation
Twelve (12) years	168 hours' vacation
Eighteen (18) years	208 hours' vacation
Twenty-four (24) years	248 hours' vacation

Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit employee shall qualify immediately after each anniversary date for the vacation time corresponding with his years of service, and it may be taken during his next anniversary year.

If a bargaining unit employee transfers to another department with the City Administration, any unused vacation days which he may have accumulated shall continue to be available for his use.

Section 23.2 Payment of Unused Vacation Time

Any bargaining unit employee leaving the employ of the City for any reason (including layoff) shall receive a pro-rated payment of accrued but unused vacation time. In the case of death of the employee the pro-rated payment of accrued but unused vacation time may be paid to the member's spouse or other beneficiary as provided by statute.

Additionally any back pay owed to the employee at the time of leaving City employment pursuant to this section shall be paid to the employee; or in the case of death of the employee said payment of back pay shall be made to the member's spouse or other beneficiary provided by statute.

Section 23.3 Carry-over and Cash-out of Vacation

A bargaining unit employee may carry over three (3) weeks of his vacation beyond his anniversary date by notifying the Chief or his designee. Any additional carry over must be approved by the Chief or his designee and the Safety-Service Director. If more than two (2) weeks are carried over and are subsequently cashed out, payment will be at the rate in effect at the time the vacation was earned.

A bargaining unit employee must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off one (1) consecutive week of earned, paid vacation each anniversary year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the Chief or his designee. Such request must be made to the Chief or his designee seven (7) calendar days prior to a payday.

A bargaining unit employee shall receive his vacation pay on the payday prior to his taking vacation time, upon request to the Chief or his designee seven (7) calendar days prior to payday.

ARTICLE 24 PERSONAL LEAVE

Section 24.1 Personal Leave Granted

Police Department bargaining unit members shall be entitled to twenty-four (24) hours off for any personal business in any contract year, plus an additional eight (8) hours off if no sick time has been taken during the previous calendar year.

Section 24.2 Use of Personal Leave

Personal leave may be used for any matter of a personal nature. An employee may use personal leave upon giving reasonable notice to and approval by the Chief or his designee. The request should be in writing. Use of personal leave shall not create overtime unless absolutely necessary due to a request based on emergency need. If the request will create overtime, and the employee alleges that the time off is absolutely necessary, the employee shall provide a reason for the personal leave in sufficient detail to enable the Chief or his designee to determine whether personal leave should be granted.

Personal leave should be used in the year earned. If a personal day is denied, and as a result of that denial the personal day(s) could not be used in the year it was earned, the personal day(s) shall be converted into sick leave on December 31 of the year it was earned.

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ARTICLE 25 LEAVE REQUEST PROTOCOL

Section 25.1 Purpose.

The leave request protocol in this Article is meant to specifically address the use of:

- Article 20 Compensatory Time
- Article 23 Vacation Leave
- Article 24 Personal Leave

However all other leave time addressed in this Agreement may be impacted by this protocol. These articles include:

- Article 22 Holidays
- Article 26 Sick Leave
- Article 27 Funeral Leave
- Article 28 Injury Leave
- Article 38 Family and Medical Leave
- Article 41 Military Leave

This Article is intended to take precedent over any conflicting provisions of this Agreement.

In the event that approved leaves result in overtime slots the procedures of section 19.4 Overtime Equalization will apply.

Section 25.2 Impact of Absences

Requests for time off pursuant to this Article will be granted even if another employee is absent due to an absence for eighty (80) hours or less and will be subject to the leave request provisions of this Article.

When there are long term absences of greater than eighty (80) hours, leaves may be granted on a case-by-case basis and may cause mandatory overtime exceeding the provisions of the Article. Long term absences will include sick leave, injury leave, worker's compensation recovery, Family Medical Leave, military leave, etc.

The parties understand there may be instances where the circumstances may impact the ability of the Chief/designee to approve or deny time off. In these and similar instances the Chief/designee may mandate overtime based on operational need, on a case-by-case basis which may also include coverage for training.

When department functions have been scheduled (training, inspections, testing of equipment, special events, etc.) leave time will be subject to approval by the Chief/designee.

Section 25.3 Order of Leave Requests and Approvals.

Officers and employees may request leaves which shall have priority in the following order:

1. Annual Vacation Leave Requests (Sec 25.4)
2. Vacation Block Leave Requests of 5 or more consecutive work days (Sec 25.5)
3. Leave Requests Other than Annual and Block (Sec 25.6 and 25.8)

All leave requests are subject to the approval process contained in this Article and the applicable policies or rules of the Department.

Section 25.4 Annual Vacation Leave Requests March 1 or Earlier

Between January 1st and March 1st of each calendar year, vacation slots on each shift shall be assigned by rank and seniority.

Employees must take one (1) full week of paid vacation time per anniversary year.

Annual vacation leave requests will be approved or denied by March 30.

Time off for holidays that occur adjacent to or within the annual vacation leave may be included as part of the one full week requirement.

Section 25.5 Vacation Block Requests After March 2

Beginning March 2 each year vacation leave block requests of five (5) or more consecutive scheduled work days submitted thirty (30) days or more in advance of the first day the leave will be used will be granted on a first come, first serve basis subject to available slots on the schedules. These requests will take priority over, or trump, all other leave requests including vacation leave requests less than five (5) consecutive scheduled work days and single or partial day leave requests.

Vacation leave blocks requested after March 2 will be approved or denied within seven (7) calendar days of the submission of the request.

Section 25.6 Leave Requests Other Than Annual and Block Vacation Leave Requests.

Annual and block vacation leave requests take precedence over the leave request procedure in this section. *The following will apply to leave requests of full and partial days.* All accumulated leaves will be subject to this protocol including vacation leave, personal leave, and compensatory time.

- a. All leave requests are subject to available slots on the schedule;
- b. All leaves requests are considered equal for purpose of request and approval;

- c. Leave requests may be used 1 hour increments, but not less than 1 hour increments;
- d. Leave requests are subject to approval or denial;
- e. After annual and block vacation leave requests all other leave requests will be on a first-come, first-serve basis as outlined in this protocol;
- f. Tie-breaker shall be by rank then departmental seniority for leave requests submitted on the same calendar day;

Section 25.7 Submission of Leave Requests, Full Day or Less

The following will apply to leave requests for full days or less. This procedure is to be used for leave requests that are not annual or block vacation leave requests. Annual and block vacation leave requests take precedence over the leave request procedure in this section.

Leave requests submitted thirty (30) days or more in advance will not be considered until thirty (30) days prior to the first date the leave will be used.

Conflicting time off requests submitted more than thirty (30) days in advance of the first date the leave will be used will be considered on a rank and departmental seniority basis.

Requests made less than thirty (30) days in advance of the first date the leave will be used will be considered on a first-come, first-served basis.

The Supervisor in Charge shall consider the operational needs of the Police Department before approving requests for time off. Additionally, if the Chief or his designee believes time off will create an undue burden on the operation of the Department, then the time off will not be granted. If leave time is requested with less than seven (7) days advance notice, then it may be denied if it subsequently becomes known that the time off will create overtime.

Section 25.8 Response to Request for Leave; Overtime and Mandated Overtime

Leave requests submitted seven (7) calendar days or more in advance of the first date the leave would be used will be acted upon not less than four (4) calendar days prior to the first date the leave will be used.

If a leave request submitted seven (7) calendar days or more in advance of the date the leave would be used would create overtime (OT slot) the leave will be granted if the OT slot is filled voluntarily.

Leave requests submitted less than seven (7) calendar days prior to the date the leave is to be used cannot cause overtime unless approved by the Chief or his designee. Approval will be based on availability and is limited to one (1) OT slot per shift.

The Chief or his designee will not mandate to fill the first slot of overtime on a shift. However, if due to leaves and absences, there is more than one vacant slot on a shift the Chief or his designee may mandate overtime for the slots not filled voluntarily.

The Parties also agree that this OT provision is subject to modification if the Department is able to increase manpower so as to allow employees to schedule leave without the requested leave creating or causing overtime. This consideration is for the manpower needs of the City.

ARTICLE 26 SICK LEAVE

Section 26.1 Earning Sick Leave

Each employee shall be entitled to five (5) hours' credit of sick leave pay for each completed eighty (80) hours' pay.

Section 26.2 Use of Sick Leave

Employees will be entitled to sick leave for:

- (a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Chief or his designee may approve sick leave when he believes it justified.)
- (b) Medical, dental or optical examination or treatment of employee or member of his immediate family.
- (c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

Section 26.3 Immediate Family Defined

Definition of immediate family for the purpose of sick leave is as follows: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 26.4 Sick Leave Statement

Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If an employee is absent three (3) consecutive days or more, he shall provide a doctor's certificate stating the nature of the illness or his immediate family member's illness, to justify the use of sick leave. Falsification of either a written signed statement or

physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

Section 26.5 Payment at the Time of Separation

A. Retirement

Employees who separate from active service with the City because of retirement from City employment, and who have ten (10) years or more of service with the City shall be paid in cash three-fourths ($\frac{3}{4}$) of the value of his accrued, but unused sick leave.

Such payment shall be based on the bargaining unit member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this division shall be three-fourths ($\frac{3}{4}$) of one thousand four hundred forty (1,440) hours.

Only an employee who is eligible for retirement and who retires with the State Public Employee Retirement System or the State Police or Firemen's Pension Fund, as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave at three-fourths ($\frac{3}{4}$) value in accordance with and subject to the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employee's effective date of retirement from City employment.

B. Other Separation

An employee may elect at the time of separation (other than retirement) from active service with the City, after ten (10) years of service with the City, to be paid in cash for one-half ($\frac{1}{2}$) of the value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

The maximum payment which may be made under this section shall be one-half ($\frac{1}{2}$) of nine hundred sixty (960) hours' accumulated unused sick leave credit, however, after twenty (20) years' service, an employee shall be entitled to a maximum of one-half ($\frac{1}{2}$) of one thousand four hundred forty (1,440) hours.

C. Payment Due to Employee's Death

If sick leave is being paid out because of the death of the employee when the death occurred while the employee was in active service with the City, the

payment of sick leave shall be made to the member's spouse or other beneficiary provided by statute.

ARTICLE 27 FUNERAL LEAVE

Section 27.1 Funeral Leave to be Granted

An employee shall be entitled to use funeral leave to attend the funeral of a member of his immediate family.

Section 27.2 Immediate Family Defined

For purposes of this article, the definition of immediate family shall be: grandparents, grandparents-in-law, great grandparents, sister, sister-in-law, brother, brother-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, step-children, grandchild, aunt, uncle, cousin, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 27.3 Use of Funeral Leave

The employee may take funeral leave as follows:

- A. Funeral leave for a spouse, child or step children will be limited to forty (40) working hours. Funeral leave for aunt, uncle or cousin of member will be limited to eight (8) working hours.
- B. Funeral leave shall be limited to twenty-four (24) working hours for all other members of the immediate family.
- C. Any additional hours taken off for funeral leave beyond the levels in paragraph (a) and (b) above will then be charged against other earned leave, at the employee's option. However, use of other paid time off for periods longer than the leave called for in this Article are subject to the normal requirements for use of the leave taken, including notice and approval requirements.

Section 27.4 Proof of Death

Employees shall be required to furnish satisfactory written proof to justify the use of funeral leave. Falsification of a request shall be grounds for disciplinary action up to and including, dismissal.

ARTICLE 28 INJURY LEAVE

Section 28.1 Granting Injury Leave

Injury Leave Pay Status may be granted to any City Employee who suffers a disabling physical injury while at work and performing work-related duties.

Injury Leave Pay Status will begin on the first (1st) day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work or for one hundred thirty (130) working days, whichever occurs first. An extension of thirty (30) working days of Injury Leave Pay Status may be granted by the City upon request of the employee and verification by the examining physician that additional injury leave pay status is necessary. However, no more than one (1) thirty (30) working day extension may be granted. For purposes of this section a working day shall be defined as eight (8) hours.

Section 28.2 Qualifying for Injury Leave

In order to qualify for Injury Leave Pay Status the employee must:

- (a) Have suffered an on-duty work related injury, excluding stress that prevents the employee from performing his normal duties.
- (b) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor.
- (c) Timely comply with all administrative requirements of the City, Worker's Compensation, or the Industrial Commission.
- (d) On the first regular work day of each pay period report to and inform the Chief of Police or designee of his current medical status.
- (e) Release to the City all medical records pertaining to the injury's diagnosis, treatment and therapy.
- (f) Comply with any additional reasonable requests that the Safety-Service Director deems necessary in regard to the injury.
- (g) Be entitled to workers' compensation under Ohio law for the period of injury leave.

Section 28.3 Physical Examination

Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety-Service Director submit himself to a physical examination to be conducted by a physician of the City's choosing and at the City's expense prior to returning to work. In

the event the City's physician finds that such person is able to resume his duties, the employee may be ordered to do so.

Section 28.4 Compensation During Injury Leave

Injury Leave Pay is not to be deducted from the employee's sick leave. If, after exhausting all injury leave plus any extension thereof that have been granted by the City pursuant to this article an employee is unable to return to work and perform duties in his usual capacity, he shall be required to use his sick leave days

If the employee is not able to return to work and perform duties in his usual capacity after exhausting all Injury Leave and sick leave as specified above, he may use other accumulated leave times.

Employees who exhaust their accumulated leave time after their paid Injury Leave Status is over and who are unable to resume their normal work duties may be placed on unpaid leave for up to one (1) year from the date of the injury. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

Employees who have recurring periods of absence for an injury are entitled to up to the full balance of one hundred thirty (130) working days plus any extension thereof, injury leave, presuming all requirements of this Article are met for each period of absence. Employees are not entitled to more than one hundred thirty (130) working days plus any extension thereof of injury leave for any qualifying injury.

Injury Leave Pay will be an amount equal to the difference between Worker's Compensation and an employee's gross pay for a period of not more than the one hundred thirty (130) eight (8) hour working days plus any extension thereof from the date of the injury.

Inasmuch as Worker's Compensation payments are delayed, the City will continue to pay the employee on a regular schedule. When Worker's Compensation checks are received by the employee, the employee will reimburse the City for the amount of the checks.

If a holiday occurs during the period of the Injury Leave Pay Status, Holiday time will be used, not injury leave and the period of injury leave will be extended by the number of days for which holiday time was used.

Any personal leave time accrued will be forfeited if the Injury Leave Status goes beyond December 31 of the calendar year. There will be no personal leave time carried over into the next year.

Section 28.5 Light Duty and/or Transitional Work Assignments

In cases where a member is and/or has been on injury leave and has received a medical certification from his treating physician(s) to return to work albeit in a restricted or light

duty capacity, the City may in its discretion and/or at the request of the employee place the member in a restricted or light duty assignment. When the request for a restricted or light duty assignment is made by the member, and providing he has the required medical certification the decision whether or not to place the member in such an assignment rests with the City. If the decision to place the member in a restricted or light duty assignment is made by the City it shall only be done with the approval and consent of the member's treating physician(s). The period of restricted (light) duty shall be for no more than a twelve (12) month period.

The City may also seek a second medical certification when restricted or light duty is requested. The City retains the sole discretion in all aspects of this provision governing restricted (light) duty. Grievances may not be filed against any aspect of this restricted or light duty provision, including but not limited in any way to the City's exercise of discretion or the award or denial of such restricted (light) duty assignment.

Employees are eligible for transitional work assignments, at the discretion of the City, when their paid Injury Leave Status is over and/or when their treating physician(s) medically certifies that they are capable of transitional work.

Nothing in this section shall prevent an employee from participating in a transitional work assignment as well as a restricted or light duty assignment simultaneously based on the recommendation and medical certification of the treating physician(s).

Section 28.6 Disability Separation

Notwithstanding the provisions of this or other Articles, if an employee, after a medical or psychiatric examination is found to be unable to perform the material and substantial duties or essential functions of his position, then the City may disability separate the employee.

If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

ARTICLE 29 EMERGENCY CLOSINGS

When the Mayor or Safety-Service Director declares an emergency and all City departments are sent home, those employees required to still work shall be given their regular day's pay plus one (1) hour compensatory time for each hour actually worked between 8:00 a.m. and 4:00 p.m.

ARTICLE 30 TRAINING PROGRAMS

Section 30.1 In-Service Training

The Employer recognizes the benefits of a well trained workforce and will endeavor to provide increased training opportunities to bargaining unit members during the life of this Agreement. The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City. When bargaining unit members have to travel outside Knox County for training the City shall make transportation available to the members who attend such training. Said transportation can be by providing a City owned vehicle or reimbursing the employee the per mile IRS rate if the employee's personal vehicle is used.

Section 30.2 Out-Service Training

The term "out-service" training as used in this Section means training programs not directly related to the bargaining unit member's specific job responsibilities, but where there would be mutual benefit to the City and the bargaining unit member in the performance of his job responsibilities. This does not include courses eligible for reimbursement under the Tuition Reimbursement policy.

With written approval of the Chief or designee and the Safety-Service Director, the cost involved in out-service training pursued by a bargaining unit member on a part-time basis within his occupational employment including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full to the bargaining unit member for each subject on the following conditions:

- (a) A bargaining unit member must have obtained a passing grade on each subject and present proof of the same when requesting reimbursement.
- (b) If the part-time out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.
- (c) If the part-time out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

At the discretion of the Safety Service Director the City may elect to pay up front for out-service training on behalf of the employee. In the event that the member fails to achieve a passing grade or complete the training they will be required to repay the City for the cost of training. Should the employee fail to repay the City in a timely manner, the cost of the failed training will be deducted from their pay.

ARTICLE 31 INSURANCE

Section 31.1 Providing Insurance

Major medical insurance, dental insurance, and a prescription drug card will be provided to bargaining unit members as follows:

(a) Major Medical and Prescriptions

Major medical insurance and a prescription drug card will be provided to include a \$1000 single and \$2000 family deductible plan and a prescription drug card plan.

(b) Dental

Dental insurance will be provided through the City's self-insured plan. Dental coverage is being provided at the same level as was provided in the 2015-2017 contract.

Only one family medical plan shall be provided to employees whose spouses also work for the City.

The Union has the right to provide input into the selection of the insurance carrier. The City makes the final selection on the insurance carrier.

The Employer shall offer group medical, dental, and prescription drug insurance coverage. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. The Schedule of Benefits is found in the Certificate of Coverage provided by the carrier.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the City, Union, or employees cease coverage.

The Union will be provided notice at least thirty (30) days prior to implementation of proposed changes or revisions to the insurance coverage. The City agrees to meet with the Union and its representatives to discuss the proposed changes and revisions and to receive any recommendations or alternatives the Union may request.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

Section 31.2 Health Reimbursement Account (HRA)

The City will provide an HRA for bargaining unit members in the amount of nine hundred dollars (\$900.00) for single coverage and eighteen hundred dollars (\$1800.00) for family coverage. Members with single coverage must pay the first one hundred dollars (\$100.00) of the single-plan deductible, after which the City pays the remainder under the HRA. Members with family coverage must pay the first two hundred dollars (\$200.00) of the family-plan deductible, after which the City pays the remainder under the HRA.

Section 31.3 Premium Contributions

The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows: the City shall pay 85% of the cost of monthly premiums and the member shall pay 15%. These percentages are subject to adjustment under the provision of the Wellness Program in Article 31.4.

Section 31.4 Wellness Program

Members and their spouses who receive their major medical insurance, dental insurance, and a prescription drug card through the City shall be subject to the wellness program provided by the current carrier and set forth in this Article 31.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program provided by the current carrier may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in Article 31.4 are inconsistent with the amended law, then the inconsistent provisions in Article 31.4 will change to comply with the amended law.

(A) General Description of the Wellness Program.

The wellness program consists of an annual health screening provided through Medical Mutual of Ohio. The health screening and health assessment will measure the following health indicators:

- (i) tobacco use, including nicotine or tobacco products;
- (ii) blood pressure;
- (iii) LDL cholesterol; and
- (iv) hemoglobin A1c.

A physical examination by a doctor may be used in lieu of the health screening so long as it tests the four health indicators listed in this section. Other details on the wellness program may be obtained from the City upon request to the Safety Service Director.

(B) Effect on Members' Premium Contributions

Participation or non-participation in the wellness program shall affect a member's monthly premium contribution for major medical insurance, dental insurance, and prescription drug card as follows:

Each Contract Year

The member and his or her covered spouse must complete the current carrier's annual health screening and premiums shall be affected as follows:

- (1) If either the member or the covered spouse fails to complete the annual health screening for any contract year, then the member's premium contribution shall be increased to 25% effective the following January 1st.
- (2) If the member and the covered spouse complete the health screening then the member's premium contribution shall be adjusted as follows effective the following January 1st.

First, apply the 15% contribution rate to the applicable premium (single coverage or family coverage), then deduct the respective rewards credit as shown in the Wellness Program Rewards Credit table from the 15% contribution rate.

WELLNESS PROGRAM REWARDS CREDIT TABLE

<u>Monthly Wellness Program Rewards Credit</u>	<u>Maximum Annual Credit</u>			
	Per Month		Per Year	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Non-smoker – pass all 3 tests	\$25.00	\$60.00	\$300.00	\$720.00
Non-smoker – pass 2 tests	\$15.00	\$50.00	\$180.00	\$600.00
Non-smoker – pass 1 test	\$10.00	\$40.00	\$120.00	\$480.00
Smoker – pass all 3 tests	\$10.00	\$20.00	\$120.00	\$240.00
Smoker – pass 2 tests	\$7.00	\$15.00	\$84.00	\$180.00
Smoker – pass 1 test	\$5.00	\$10.00	\$60.00	\$120.00

*Tests in this section shall include blood pressure, cholesterol (LDL) and glucose A1c.
Non-smoker shall mean all forms of nicotine and tobacco.

(C) Waiver

The Wellness Program will include an opportunity for a Member or covered spouse to submit a written opinion from a physician seeking a waiver of the premium adjustment called for in Article 31.4(b)(2) based upon impossibility of meeting target levels.

Section 31.5 Plan Documents

The City will provide each employee covered by the City's health insurance with a copy of the plan documents for the major medical, dental, and prescription drug card coverages.

Section 31.6 Life Insurance

After an employee works 180 calendar days, he will be provided a fully paid \$15,000 group life insurance policy. The City agrees that employees may purchase additional coverage through the City's policy or secondary policies if available through the providers.

Section 31.7 Liability Insurance

All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums. The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of the employee's official and/or assigned duties in accordance with applicable law

Section 31.8 False Arrest Insurance

All employees in the Police Department of the City shall be covered by false arrest insurance in the amount determined by the City, premium of which shall be paid by the City.

ARTICLE 32 UNIFORMS AND PERSONAL PROPERTY

Section 32.1 Standard Uniform

The standard uniform shall be prescribed by the Chief of Police.

Section 32.2 Uniforms to be Provided

The allowance amounts indicated below are annual allowances and are not subject to carry-over.

A. Uniformed Personnel

All new personnel in the Police Department required to wear a uniform shall be provided five (5) complete uniforms at City expense.

All present personnel in the Police Department required to wear a uniform shall be maintained at five (5) complete uniforms at City expense upon their exchange of uniform article in need of replacement.

As used herein, five (5) complete uniforms shall consist of the articles in the quantities set. Upon leaving the Police Department, any uniformed employee shall turn in all uniforms.

B. Non-Uniformed Personnel

Each non-uniformed Police Officer shall be entitled to a clothing allowance not to exceed Seven Hundred Dollars (\$700.00) per calendar year.

Section 32.3 Maintenance Allowance/Repair and Replacement

All uniformed officers shall receive a maintenance allowance of two hundred dollars (\$200.00) in January of each year. The City will replace or repair any uniform damaged provided the damage is not the result of the member's negligence. Dry cleaning of a police uniform which is necessary because of a specific work-related incident will be at the City's expense.

Section 32.4 Replacement of Uniforms or Equipment

City uniforms or equipment lost or damaged in the line of duty will be replaced by the City pending a report submitted in writing to the department head and not in conflict with this Agreement or departmental policies and procedures.

Section 32.5 Replacement of Personal Property

The City shall reimburse an employee for personal property reasonably worn and approved or carried when such property is damaged or destroyed as a direct result of the employee's performance of his official duties.

Reimbursement shall not exceed two hundred dollars (\$200.00) per occurrence except eyeglasses, which shall not exceed three hundred dollars (\$300.00) per occurrence.

Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

Any restitution that is received by the employee or department shall be turned over to the department up to the actual payments made by the City.

ARTICLE 33 WAGES AND SHIFT DIFFERENTIAL

Section 33.1 Wage Rates

The base hourly wages of Police Department employees during the term of this Agreement are reflected in the wage scale below.

	2021
Lieutenants	\$32.33
Sergeants	\$30.42
Patrol Officers	
Training Period	\$22.96
6 Months	\$23.79
1 Year	\$24.79
2 Years	\$25.75
3 Years	\$26.74
4 Years	\$27.72
5 Years	\$28.58
Records Clerk	\$21.18

Section 33.2 Shift Differential

Effective April 8, 2018, an employee who is assigned to work between 4:00 p.m. and 8:00 a.m. will be paid a shift differential of fifty cents (50¢) per hour for each hour actually worked between those hours. The shift differential rate for an employee's entire shift will be the rate in effect when the shift starts.

When an employee works overtime hours extending past 4:00 p.m., shift differential pay will not be triggered. However, when an employee works all or a part of another officer's shift, an overtime shift differential will be paid. For purposes of computing overtime compensation, any shift differential to which an employee is entitled will be considered part of the straight-time rate of pay. Employees will receive differential pay only for hours actually worked and not for hours in paid status but not actually worked.

ARTICLE 34 LONGEVITY

Section 34.1 Longevity Supplement

Each employee will receive a longevity supplement to the hourly pay rate of six cents (6¢) per hour, per year to be paid beginning with the completion of the fifth (5th) year of service, up to and including the completion of the thirtieth (30th) year of service.

The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

ARTICLE 35 MANDATORY RETIREMENT

All employees in the Police Department may be retired upon attaining age seventy (70) provided that such mandatory retirement does not violate 29 U.S.C. 621 or Title 41 of the Ohio Revised Code.

ARTICLE 36 PENSION CONTRIBUTIONS

The City will subtract the employees' contribution to the pension system from their gross pay before taxes are deducted, whereby their contribution is deferred for Federal and State Income Tax purposes.

ARTICLE 37 SUBCONTRACTING

Section 37.1 Ability to Subcontract

This Article is not intended to limit in any way the right of the City to abolish positions and/or lay off employees under the layoff provisions of this Agreement.

The City agrees that for the duration of this Agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless:

- (a) All bargaining unit members who were laid off in any affected classifications are recalled; and
- (b) All bargaining unit members in classifications affected by a layoff are working eight (8) hour work days and five (5) day work weeks; and
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mount Vernon, Ohio, on such matters before a decision was made.

Section 37.2 Limited Amount of Time/Emergency

The City agrees that for the duration of this agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless there is an unforeseeable emergency or catastrophic situation that would deem such subcontracting necessary. However, this subcontracting shall not continue for more than thirty (30) days.

ARTICLE 38 FAMILY AND MEDICAL LEAVE

The City shall make available all leaves required by the federal Family and Medical Leave Act (FMLA). Any paid or unpaid time off provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violations of the FMLA shall be resolved through the grievance/arbitration procedure.

ARTICLE 39 RESERVED

ARTICLE 40 LEAVES OF ABSENCE

The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months. An employee who fails to return to duty within two (2) working days after a completion or a valid cancellation of such leave may be terminated.

ARTICLE 41 RESERVED

ARTICLE 42 EVALUATIONS

Employee evaluations are a management right. Evaluation forms shall be standardized for all employees. Evaluations shall not be arbitrary. Evaluations shall outline suggestions for improvement.

ARTICLE 43 STAND-BY PAY

“Stand-by” occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purposes of having to report to duty immediately upon being called.

Employees on stand-by shall be paid twenty-five percent (25%) of their regular rate of pay, but no less than minimum wage, while on stand-by.

ARTICLE 44 FIELD TRAINING

Section 44.1 Selection of Field Training Officer

The Chief of Police or his designee retains the sole discretion to select members to serve as Field Training Officers.

Section 44.2 Compensation for Field Training Officer

For each hour a member is assigned and works as a Field Training Officer, the member shall receive a ninety cents (90¢) per hour supplement to his or her regular wages.

ARTICLE 45 TUITION REIMBURSEMENT

Each member shall be eligible for reimbursement of tuition, course fees and lab fees for courses of instruction taken towards an Associate's or Bachelor's degree at an accredited college, or university in subjects: (1) that are directly related to the member's specific job responsibilities; or (2) that would be of mutual benefit to the City and the member in the performance of his or her job responsibilities. The rate of reimbursement shall be subject to a maximum limit of \$2,000 per member per calendar year. In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of "C" or better under an A – F system.

- A. All courses must be taken outside of scheduled working hours. All scheduled hours of courses of instruction must be filed with the Chief of Police or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.
- B. Any financial assistance from any governmental or private agency received by a member and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City. A member will make good faith efforts to obtain available financial aid from other governmental or private agencies.
- C. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.

- D. Should a member resign from the Division of Police within twenty-four (24) months of taking any course reimbursed under this section, the member shall reimburse the City all monies expended by the City related to such course, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

ARTICLE 46 MID-TERM BARGAINING

Section 46.1 City's Action

If, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective requires a change to conform to the statute. If the City takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

In the event the City finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Union in writing of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract. If the Union fails to demand bargaining within ten (10) days the City may implement the changes(s) and the Union may not challenge the change(s) in any forum.

Section 46.2 Union Request

Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Union.

Section 46.3 Mediation

If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

Section 46.4 No Agreement Reached

If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Union. If the City elects to so implement, the City shall submit the unresolved issue(s) to arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the City elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the City may implement its last offer to the Union.

If the City does not refer the unresolved issue(s) to arbitration, the City shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.

Once the City elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

Section 46.5 Arbitration

A. Arbitrator

An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of seven (7) arbitrators who are a resident of the State of Ohio from the State Employment Relations Board. The Union and the City will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within ten (10) days of the receipt of the list. The party to strike first shall be determined by a flip of a coin.

B. Arbitration Guidelines

The following guidelines shall apply to arbitration proceedings under this Article:

- a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
- b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
- c. Within thirty (30) days after the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

- (i) Past Agreements between the parties;
 - (ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue, with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;
 - (iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - (iv) The lawful authority of the City;
 - (v) The stipulations of the parties;
 - (vi) Such other factors as may be relevant to the arbitrator's decision.
- d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

C. Arbitration Costs

The cost of the arbitration procedure shall be paid equally between the parties; however, each party to be responsible for its own attorney's and/or consultant's fees.

ARTICLE 47 PROMOTIONS

Section 47.1 Eligibility

Eligibility to sit for a promotional exam shall be according to the Mount Vernon Civil Service Rules. Absent local rules eligibility shall be pursuant to the Ohio Revised Code.

Section 47.2 Disqualification from Testing

Notwithstanding the above section, when a promotional exam is given it shall not be open to any employee who has suffered a disciplinary demotion in the period of time immediately prior to the date of this exam as follows:

- 6 months after being demoted to the rank of patrol officer if the promotional exam is for the position of sergeant
- 6 months after being demoted to the rank of sergeant if the promotional exam is for the position of lieutenant

However, if this promotional exam has to be opened to ranks lower than sergeant no one who is otherwise eligible will be permitted to take this exam unless he has served in his current rank for a twelve (12) consecutive month period immediately preceding the date of this exam.

ARTICLE 48 NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Mount Vernon.

Therefore the parties agree as follows:

Section 48.1 Union Agreement

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge.

In the event any other Union or group of employees of the City engages in any kind of interruption of the City's business by way of strike or work stoppage of any kind, or other concerted activity, employees in the bargaining unit of this Agreement shall make every effort to come to work or continue to work. In the event such strike or work stoppage presents an immediate and imminent threat of physical harm to a bargaining unit employee and the City does not attempt to provide the employee with reasonable protection, the employee need not work but will not be paid for time lost.

Section 48.2 City Agreement

The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section (a) of this Article.

Section 48.3 Joint Agreement

The parties agree that work stoppage prohibited under this Article includes a refusal to work based on safety and equipment reasons. Safety and equipment issues are resolved pursuant to the grievance procedure.

**ARTICLE 49
RESIDENCY**

Residency requirements for all Police Department employees shall comply with Ohio Revised Code §9.481.

**ARTICLE 50
DURATION OF AGREEMENT****Section 50.1 Duration and Modification**

Unless otherwise specified herein, this Agreement shall be effective as of 12:01 a.m. on January 1, 2021 and shall continue in full force and effect through midnight, December 31, 2021.

Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board (O.A.C. 4117-9-02).

The wages, hours, terms and conditions of employment in this Agreement are neither modified, appended or included by other related specifications under state and local laws which have not been addressed in this Agreement.

This Agreement contains the full and complete agreement between the City and the Union, eliminating all prior and contemporaneous written or oral past practices, and neither party shall be required during its term to negotiate over any issue in this Agreement, except as provided in the Mid-Term Bargaining Article herein.

Section 50.2 Invalidity

In the event any Article or Section is declared illegal, this contract shall be reopened on such Articles or Sections. The City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the contract.

EXECUTION

In Witness Whereof, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives on the _____ day of January, 2021.

For the City of Mount Vernon:**For the Fraternal Order of Police,
Ohio Labor Council, Inc.:**

Matthew T. Starr
Mayor

Andrea H. Johan, Senior Staff
Representative

Richard S. Dzik
Safety-Service Director

Jeremiah Armstrong, Union Bargaining
Committee Member (Patrol Officers)

Terry Scott
Auditor

Tyler Berger, Union Bargaining
Committee Member (Patrol Officers)

Robert K. Morgan,
Chief of Police

Justin Trowbridge Union Bargaining
Committee Member (Patrol Officers)

Jonathan J. Downes, Esq.
Labor Counsel

Qade Lewis, Union Bargaining
Committee Member (Sergeants & Lieutenants)

Approved as to Form:

P. Robert Broeren, Jr.
Law Director

Adopted by City Council Ordinance Nos. _____

Attachment: Mount Vernon - FOP final Jan-Dec 2021 [Revision 1] (2021-02 : FOP Contract 2021)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2021-03

Meeting: 01/25/21 7:30 PM
Dept: Employee and Community Rel.
Scoles, Woods
Category: Personnel
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2261 A

AN ORDINANCE FIXING THE NUMBER OF HOURLY EMPLOYEES OF THE CITY OF MOUNT VERNON IN THE WATER AND WASTEWATER DEPARTMENTS.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the following positions are hereby authorized as indicated:

WASTEWATER WORKS DEPT:

½ Utility Operations Crew Chief
~~½ Utility Operations Assistant Crew Chief~~
Four Plant Operators
½ Assistant Laboratory Technician (full time)
½ Clerk Typist IV
Assistant Laboratory Technician (part-time)
½ Two Utility Clerk Typist III
Sludge Operator
½ One Utility Clerk Typist II
½ Two Mechanic-Plant Maintenance
½ One Meter Reader and Repairer and Foreman
Not more than 2 Equipment Operators
½ Two Meter Readers and Repairers
Not more than 4 Maintenance Workers
½ Laboratory Technician/Pretreatment Coordinator
¼ One Utility Clerk Typist II
One Chief Wastewater Operator
One Camera Operator

Use of all above mentioned said personnel is authorized as required to meet the work demands of the Wastewater Works Department as appropriated.

WATER WORKS DEPARTMENT:

½ Utility Operations Crew Chief
~~½ Utility Operations Assistant Crew Chief~~
½ Laboratory Technician/Pretreatment Coordinator
½ Asst. Laboratory Technician (Full Time)
½ One Clerk Typist IV
Four Plant Operators
½ Two Clerk Typists III
Not more than 2 Pipefitters
½ One Utility Clerk Typist II
Not more than 2 Equipment Operators
½ One Meter Reader and Repairer Foreman

Not more than 3 Maintenance Workers
½ Two Meter Reader and Repairers
One Chief Water Operator
½ Two Mechanic-Plant Maintenance
¼ One Utility Clerk Typist II

Use of all above mentioned said personnel is authorized as required to meet the work demands of the Water Works Department as appropriated.

RESULT: FIRST READING

Next: 2/8/2021 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 01/25/21 7:30 PM
Dept: Employee and Community Rel.
Scoles, Woods
Category: Personnel
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2262 A

ADOPTED

ORDINANCE 2021-04

**AN ORDINANCE TO CREATE THE DIRECTOR OF HUMAN RESOURCES POSITION, AND
DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the following supervisory position is hereby authorized at the salary listed and upon the appropriation times listed below:

Director of Human Resources.....\$70,000.00

SECTION 2: The salaries listed are the base salary for the designated positions. The following positions are eligible for annual longevity increments:

Director of Human Resources.....\$400.00

This increment is to be computed on an annual basis, not to exceed five (5) years.

SECTION 3: The normal work week for this position shall be forty (40) hours in pay status work on five (5) consecutive eight (8) hour days, Monday through Friday, exclusive of the time allotted for meals, during the period starting at 12:01 A. M. Sunday to 12:00 P. M. Midnight, Saturday. Supervisory personnel shall be subject to call whenever the need exists, and he shall not be entitled to overtime pay, compensatory time off, or flex time.

SECTION 4: This position shall be entitled to the following benefits, on the same terms granted to bargaining unit employees in the Collective Bargaining Agreement between the city of Mount Vernon and the OCSEA/AFSCME Local 11: Holidays, (Art. 20), Vacation (Art 21), Personal Leave (Art 23), Sick Leave (Art 25), Bereavement Leave (Art 26), Injury Leave (Art. 27), Hospitalization and Medical Insurance (Art. 30), Jury and Witness Duty Pay (Art 33), PERS Contributions (Art. 36), Leaves of Absence (Art 41), Family and Medical Leave (Art. 46), and Tuition Reimbursement (Art. 48).

The salary authorized by this Ordinance shall be payable bi-weekly.

SECTION 5: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to provide needed human resources service and advice to the City, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Ms. Scoles - We've talked about this over the last several months, I don't have anything else to add.

Mr. Dzik - The biggest hold up has been finances and we have found that we are able to move forward.

Mrs. Woods - Can you publicly announce how many employees this person will oversee?

Mr. Dzik - They won't oversee directly every employee, but they will have a hand in helping us handle all 180 employees.

Mr. Hillier - I can't wait to see this super person that's going to come in and work for \$70K in a place that has 180 employees and has never had an HR Director.

Mr. Dzik - I talked to Mr. Booth and there is a challenge building it from the ground up, but that is what we are looking for.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Samantha Scoles, First Ward

SECONDER: Tammy Woods, Third Ward

AYES: Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga