

Legislative Session Minutes

March 8, 2021

COMMITTEE MEETINGS

Apply for ODOT TRAC Funds

Hiawatha Water Park Presentation

Patriotic and Memorial Committee

Pittsburgh Avenue Water Line

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

Others in Attendance: Mayor Starr, Safety Service Director Rick Dzik, Law Director Rob Broeren, Auditor Terry Scott, Engineer Brian Ball, Clerk Tanya Newell, Police Chief Morgan, Knox Pages Reporter Cheryl Splain, MV News Reporter Bob Pepalis, Rev. John Todd, David Rigg, and many other guests.

INVOCATION

Was given by Rev. John Todd.

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Feb 22, 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

LIQUOR CONTROL LICENSE

PROCLAMATION

- Mayor to Present David Rigg with Proclamation for His Service on Civil Service Commission

RESULT:	ANNOUNCED
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PERSONS SPEAKING ON MATTERS OF CITY CONCERN

RESOLUTIONS FOR THIRD READING

RESOLUTIONS FOR SECOND READING

RESOLUTION NO. 2021-15

A RESOLUTION ADOPTING THE COMPLETE STREETS POLICY AS A GUIDE TO DEVELOPMENT IN THE CITY OF MOUNT VERNON

Streets and Public Buildings: Warga, Francis

RESULT:	SECOND READING	Next: 3/22/2021 7:30 PM
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RESOLUTION NO. 2021-22

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE PITTSBURGH AVENUE WATER LINE PROJECT, AND DECLARING AN EMERGENCY.

Utilities: Woods, Seavolt

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

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2021-23

A RESOLUTION APPROVING THE APPOINTMENT OF LACEY FILKINS TO THE HISTORICAL REVIEW COMMISSION OF THE CITY OF MOUNT VERNON, OHIO, FOR A ONE (1) YEAR TERM; 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

RESOLUTION NO. 2021-23

A RESOLUTION APPROVING THE APPOINTMENT OF LACEY FILKINS TO THE HISTORICAL REVIEW COMMISSION OF THE CITY OF MOUNT VERNON, OHIO, FOR A ONE (1) YEAR TERM; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

Ms. Scoles - I would like to remove in Section 1 " a resident freeholder of an historic district, "

Ms. Scoles - Ms. Filkins does live on E. High Street, but she is several blocks outside of the designated area of the historic district so I want to be clear in the legislation that she is not part of the historic district. The commission rules do require one of the two city residents to live in the historic districts and Sibley Poland does fit that requirement.

Mrs. Warga - In the Whereas, would we take that out also?

Ms. Scoles - In the Whereas it says "at least one of whom shall be a resident freeholder of an historic district," so we are okay with that one correct Mr. Broeren?

Mr. Broeren - You are correct.

Mr. Hillier - What are you reading as a definition as a resident freeholder that you want to remove?

Ms. Scoles - It's the idea that she lives in the historic district and the historic district boundaries are S. Catherine and she's up near Ringold so that's beyond the broad term.

Mr. Hillier - By resident freeholder that makes us think that she is in the district.

Ms. Scoles - That she lives there and she is a voter is the definition that I found.

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

RESOLUTION NO. 2021-23

A RESOLUTION APPROVING THE APPOINTMENT OF LACEY FILKINS TO THE HISTORICAL REVIEW COMMISSION OF THE CITY OF MOUNT VERNON, OHIO, FOR A ONE (1) YEAR TERM; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

Mayor - Ms. Filkins is a very interested resident voter in the city, she has wanted to get involved in boards and commissions and she has a minor in history from Baldwin Wallace that seemed rather appropriate that the Historic Review Commission would be quite fitting for her. She's anxious to get involved.

Mr. Hillier - I don't think I know Ms. Filkins and don't know much about her so this has nothing to do with her as it does the position. I had conversation with Ms. Scoles about somebody not living in the historic district making decisions for others that live in the historic district and I understand with the legislation might read that we only have to have one person living in that district. I still haven't got exactly in my head, if I lived in a condo association would I want somebody who lived on Sugar Street making decisions for my association and some of these decisions are, when you are telling somebody they have to put in windows to meet historical district or do their porch to meet historical district and you don't have to do it yourself, I don't know if that's what we want to do.

Mayor - If you want that to be defined then you guys need to change the legislation.

Mr. Hillier - The previous legislation that Ms. Scoles is referring to?

Mayor - The current legislation says only one person, if you want them both then I would suggest that council change the legislation.

Mr. Hawkins - You are talking about an ordinance and now we are talking about this type of legislation is a resolution.

Mayor - That is correct, the ordinance would have to be changed if you want to change the requirements.

Ms. Scoles - The last ordinance was passed in 2017, I don't know what that entails, but just looking at the historical review commission code that's where that is. This is only a one year term so we can work on that throughout the rest of the year and adjust this for the appointment for the next term.

Mrs. Warga - Does this only include residences or does this include business as well?

Mr. Broeren - It includes any property within the historic districts.

Mrs. Warga - Are there businesses in those districts?

Mr. Broeren - Yes.

RESULT:	ADOPTED AS AMENDED [6 TO 1]
MOVER:	Samantha Scoles, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Seavolt, Salyers, Scoles, Woods, Warga
NAYS:	Hillier

RESOLUTION NO. 2021-24

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO MAKE SUPPLEMENTAL APPROPRIATIONS.

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. 2021-24

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO MAKE SUPPLEMENTAL APPROPRIATIONS.

Finance and Budget: Francis, Hillier

Mr. Dzik - You will have an ordinance regarding body cams, we had initially budgeted for a single year as we

discussed in the last committee meeting. We received a pretty substantial discount by paying up front so that transfer is to cover the body cam expense.

Mr. Broeren - JRIG grant is part of the grant to the Municipal Court and it's adding unappropriated money.

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

RESOLUTION NO. 2021-25

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

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. 2021-25

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

Finance and Budget: Francis, Hillier

Mr. Dzik - If you recall we passed a resolution to dispose of LifePak devices for the fire department, this is to place more funds into the EMS equipment line item so they can purchase the new LifePak devices. It's coming out of lease/purchase fire equipment, that's where we typically park money year over year for an eventual fire truck or ambulance replacement, there's plenty of funds in there.

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

RESOLUTION NO. 2021-26

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO, TO ACQUIRE BY ANY MEANS AUTHORIZED BY RC 735.05 WATCHGUARD BODY AND IN-CAR CAMERAS AND RELATED EQUIPMENT, SOFTWARE AND SERVICES FOR THE MOUNT VERNON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Seavolt, Scoles

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

RESOLUTION NO. 2021-26

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO, TO ACQUIRE BY ANY MEANS AUTHORIZED BY RC 735.05 WATCHGUARD BODY AND IN-CAR CAMERAS AND RELATED EQUIPMENT, SOFTWARE AND SERVICES FOR THE MOUNT VERNON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Seavolt, Scoles

Mrs. Seavolt - This is for the body cams, Chief Morgan had a nice committee meeting for us.

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

RESOLUTION NO. 2021-27

A RESOLUTION SUPPORTING THE CITY ENGINEER TO APPLY FOR TRANSPORTATION REVIEW ADVISORY COUNCIL (TRAC) FUNDS PROGRAMMED BY THE OHIO DEPARTMENT OF TRANSPORTATION AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Warga, Francis

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

RESOLUTION NO. 2021-27

A RESOLUTION SUPPORTING THE CITY ENGINEER TO APPLY FOR TRANSPORTATION REVIEW ADVISORY COUNCIL (TRAC) FUNDS PROGRAMMED BY THE OHIO DEPARTMENT OF TRANSPORTATION AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Warga, Francis

Mrs. Warga - We are only voting to give our support for the application for the grant.

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

ORDINANCES FOR THIRD READING

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2021-05

AN ORDINANCE AMENDING ORDINANCE 2003-03 REGARDING THE ESTABLISHMENT OF THE PATRIOTIC AND MEMORIAL COMMITTEE; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Salyers

RESULT:	SECOND READING	Next: 3/22/2021 7:30 PM
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ORDINANCE NO. 2021-06

AN ORDINANCE SETTING HOURLY COMPENSATION FOR SEASONAL PERSONNEL IN PARKS, STREETS, CEMETERY AND WATER/WASTEWATER DEPARTMENTS.

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. 2021-06

AN ORDINANCE SETTING HOURLY COMPENSATION FOR SEASONAL PERSONNEL IN PARKS, STREETS, CEMETERY AND WATER/WASTEWATER DEPARTMENTS.

Employee and Community Rel.: Scoles, Woods

Ms. Scoles - This basically just sets the seasonal personnel wages, Rick these have been adjusted for new minimum wage correct?

Mr. Dzik - Correct. All pay rates were increased by ten cents which was also the amount that the minimum wage increased for 2021.

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

ORDINANCES FOR FIRST READING

ORDINANCE NO. 2021-09

AN ORDINANCE TO PROVIDE FOR THE SALARY OF CERTAIN ELECTED OFFICIALS OF THE CITY OF MOUNT VERNON, SPECIFICALLY THE COUNCIL PRESIDENT, MEMBERS OF COUNCIL, AND THE CITY TREASURER; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

RESULT: FIRST READING

Next: 3/22/2021 7:30 PM

ORDINANCE NO. 2021-10

AN ORDINANCE AMENDING THE NUMBER AND WAGES OF SEASONAL RECREATION AND PARKS PERSONNEL, 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. 2021-10

AN ORDINANCE AMENDING THE NUMBER AND WAGES OF SEASONAL RECREATION AND PARKS PERSONNEL, AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

Ms. Scoles - We heard Mr. Clinger earlier and the plans to open the parks and rec programs for the summer and this will set those salaries and wages and again they have been adjusted for 2021 minimum wage.

Mr. Dzik - We are actually playing a little bit of catch up because we did not pass new legislation last year because the pool was not open so the hourly rates have been increased by \$0.25. We also added 2% to all of the salaried employees because there was a wage increase given last January to all other city positions.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Samantha Scoles, First Ward

SECONDER: Tammy Woods, Third Ward

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

ORDINANCE NO. 2021-11

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, OHIO; MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES 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, Tammy Woods
AYES:	Francis, Hillier, Seavolt, Salyers, Scoles, Woods, Warga

ORDINANCE NO. 2021-11

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, OHIO; MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2021; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Scoles, Woods

Ms. Scoles - You all received the contract in your packet.]

Mr. Dzik - If you recall we had an executive session a couple meetings ago, part of the delay was we were nearing the conclusion of negotiations with the IAFF at that time and I gave you an update. Nothing in the agreement has changed from that original update, part of the delay was the union has to give a two week review period to their membership before voting on the contract. As I've said we've been asking the bargaining units to take a pause on pay increases for 2021 while we gauge the impact of the pandemic or provide some offset. The IAFF will receive a 2% wage increase this year, they've agreed to modifications to their overtime, namely emergency overtime. They've also worked with the city to make a number of changes that became necessary due to the pandemic including extending the city's waiver in events of emergency from two days up to the duration of the emergency and also removing some problematic language when the city chooses to close.

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. Dzik - Spoke about the strategic planning meeting for council.

Mr. Stuller - Spoke about the income tax department being busy and glad to seeing things opening up.

Mr. Broeren - Was pleased to announce that Justin Maken has accepted the position as the Assistant Director of Law and he started last Monday.

REMARKS FROM COUNCIL

Ms. Scoles - Congratulated Mr. Broeren on his hire, thanked Mr. Rigg for his time and thanked Mr. Burley for being at council, thanked the IAFF for working with the city on their contract.

Mr. Salyers - Thanked Mr. Pepalis for his coverage on the Bee City, spoke about the Forget-Me-Not Municipal fund, and spoke about pickleball and dog park fundraising.

Mr. Francis - Thanked Mr. Rigg and thanked Chief Morgan for his attendance.

Mr. Hillier - Thanked Mr. Rigg, spoke about beginning discussions on DORA again and asked about the demonstrations with tree removals.

Mr. Hawkins - Thanked the media.

ADJOURN AT THE CALL OF THE PRESIDENT

Mrs. Seavolt made a motion to adjourn, Mr. Francis, second, all in favor, the meeting was adjourned at 8:20 p.m.

Bruce E. Hawkins, President of Council

Tanya Newell, CMC, Clerk of Council

CD on file/tmn

Proclamation

Honoring David Rigg For His Service on the City of Mount Vernon Civil Service Commission

Whereas, David Rigg was appointed to the Mount Vernon Municipal Civil Service Commission on July 17, 1995; and

Whereas, during David's tenure on the commission he served under Mayor's: Ernest P. Farmer, Richard K. Mavis, and Matthew T. Starr; and

Whereas, while serving his 26-year reign as member and later chairman he handled many contentious issues in civil service law and appeals to the commission; and

Whereas, he exemplified the true spirit of positive civic volunteerism that has existed in this country for over two hundred years; and

Whereas, Mr. Rigg was a dedicated volunteer and put in a multitude of hours on the Civil Service Commission over the last two and a half decades; and

Whereas, David expressed his desire to resign from the commission on January 27, 2021, with his official resignation being February 8, 2021.

Now, Therefore, I, Matthew T. Starr, Mayor of the City of Mount Vernon, Ohio, want to thank David Rigg for his 26 years of dedication and work to the City of Mount Vernon on the Civil Service Commission and wish him well in his future endeavors.

Matthew T. Starr, Mayor



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2021-15

Meeting: 03/08/21 7:30 PM
Dept: Streets and Public Buildings
Warga, Francis
Category: Streets
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2277

**A RESOLUTION ADOPTING THE COMPLETE STREETS POLICY AS A GUIDE TO
DEVELOPMENT IN THE CITY OF MOUNT VERNON**

WHEREAS, the City of Mount Vernon is committed to the creation of a network of Complete Streets that will improve the economic, environmental, health and social well-being of its residents; and

WHEREAS, a Complete Streets Policy creates an equitable, balanced and effective transportation system where every roadway user can travel safely and comfortably. Complete Streets strives to provide the best possible blend of services, mobility and safety for all citizens of all ages, income levels and abilities; and

WHEREAS, Complete Streets are roadways designed to safely and comfortably accommodate all users, including, but not limited to, motorist, cyclists, pedestrians, transit and school bus riders, delivery and service personnel, freight haulers, persons with mobility impairments and emergency responders; and

WHEREAS, a Complete Streets Policy will institutionalize and standardize how new and reconstruction transportation projects improve access and livability throughout Mount Vernon; and

WHEREAS, a Complete Streets policy will be applicable only to all new, reconstruction, and scheduled maintenance projects within the jurisdiction of Mount Vernon. It is not intended to be used to reconstruct infrastructure before scheduled improvements; and

WHEREAS, a Complete Streets Policy will support and enhance the current zoning laws established for streets and sidewalks in the City of Mount Vernon.

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

SECTION 1: The Council of the City of Mount Vernon, Ohio adopts the Complete Street Policy (attached as Exhibit A) as a guide for future development and public improvements within the City of Mount Vernon, Ohio.

SECTION 2: This policy pertains to all persons including community members, businesses, and government offices.

HISTORY:

02/22/21

City Council

FIRST READING

Updated: 2/10/2021 11:16 AM by Tanya Newell

Page 1

Resolution 2021-15

Meeting of March 8, 2021

RESULT: SECOND READING**Next: 3/22/2021 7:30 PM**

Exhibit A

COMPLETE STREETS POLICY

1. Definition, Vision, and Intent

1.1 The City of Mount Vernon has been improving access and livability for all citizens over the past several years. This policy will institutionalize and standardize how new and reconstruction transportation projects improve access and livability throughout Mount Vernon. Once passed by Mount Vernon City Council, this policy will be applicable to all new, reconstruction, and scheduled maintenance projects within the jurisdiction of Mount Vernon. The policy is not intended to be used to reconstruct infrastructure before it is past its useful life or before scheduled improvements.

1.2 Complete Streets are connected multi-modal transportation networks, designed to safely and comfortably accommodate ALL users, regardless of individual differences, including, but not limited to motorists, pedestrians, cyclists, transit and school bus riders, delivery and service personnel, freight haulers, and emergency responders, while respecting the access needs of adjacent land uses.

1.3 Complete Streets are a vital component of the city's transportation network and contribute directly to Mount Vernon, Ohio goals to improve the health, safety, economic vitality, and quality of life in the community. Through implementation of Complete Streets principles, the transportation network in the city of Mount Vernon will be inclusive, equitable, safe, context-sensitive, flexible, and reflect best-practices design.

1.4 The City shall adopt and implement a Complete Streets Policy to ensure the city's rights of way accommodate all users. The specific goals are:

1. To promote livable, vibrant, and activity-friendly neighborhoods;
2. To expand recreational and transportation opportunities for cyclists and pedestrians, including their ability to get to schools, employment, parks, and other destinations;
3. To create a safer transportation environment and reduce the frequency and severity of vehicular, bicycle, and pedestrian-related crashes;
4. To improve and enhance the psychological, social, and physical health and fitness of the city's residents by providing safe and more convenient active transportation infrastructure;

5. To enhance the city's local economy by making it easier for residents and visitors to take transit, walk, or bike to destinations and increasing foot and bicycle traffic for local businesses; and
6. To protect and preserve the environment by reducing the emission of greenhouse gases and reducing the consumption of resources.

2. Applicability and Scope

2.1 All City-owned transportation facilities in the public right-of-way including, but not limited to, streets and all connecting pathways shall be planned, designed, constructed, operated, and maintained according to Complete Streets standards.

2.2 Privately constructed streets and parking lots shall adhere to this policy.

2.3 The City shall foster project partnerships with the State of Ohio, Knox County, neighboring communities, businesses, schools and other organizations/institutions.

2.4 The City shall provide accommodations for all modes of transportation to continue to use the road safely and efficiently during any construction or repair work that infringes on the right-of-way and/or sidewalk.

2.5 Each Complete Street is unique, and the following principles shall guide the development of transportation projects:

1. Shall be suitable to the function and context of the community;
2. Shall be flexible in project design to ensure that all users have safe access and use;
3. Shall be considered a component of a comprehensive, integrated, and interconnected transportation network; and
4. Shall be consistent and compatible with other City Plans.

3. Exceptions

3.1 Exceptions to providing for all modes in each project may be authorized by the City Engineer and Safety Service Director using the process and criteria as described below when:

1. An affected roadway prohibits, by law, use by specified users (such as pedestrian malls), in which case a reasonable and equivalent project shall be

designated to accommodate those specified users elsewhere, including on roadways that provide similar access to a route or destination;

2. The activities are ordinary maintenance activities designed to keep assets in serviceable condition (e.g., mowing, cleaning, sweeping, spot repair and surface treatments such as chip seal or interim measures); or
3. The City Engineer after consultation with the Mayor, Safety Service Director, Streets Superintendent, and Transportation Advisory Committee issues a documented exception concluding that the application of Complete Streets principles is excessively disproportionate to the need or probable use. Such exceptions shall be clearly explained and available to the public.

4. Jurisdiction, Cooperation & Collaboration

4.1 All new transportation infrastructure, street design and reconstruction projects shall adhere to this Policy.

4.2 Projects funded by non-municipal agencies, located in public right of way, shall adhere to this Policy.

4.3 Private developments, located in public right of way, including street design and construction components shall adhere to and fully support this Policy. The City Engineer and the developer shall agree upon applicable requirements early in the approval process. The City shall verify compliance of the development during inspections prior to the use of such improvements by the general public.

4.5 For all transportation facilities that connect to neighboring municipalities, Complete Streets principles shall be encouraged across borders so that accommodations are continuous to destinations beyond the City limits.

4.6 For transportation facilities that are part of a regional, statewide, or national network, the City shall provide well-maintained facilities that exemplify Complete Streets principles.

5. Land Use and context sensitivity

5.1 The City shall require specific evidence in all new or revised land use policies, plans, zoning ordinances or equivalent documents as to how they support the City's Complete Streets Vision. Land use policies and zoning ordinances must support Complete Streets. All Complete Streets' solutions must be appropriate and sensitive

to the context and intended character as proposed in the Municipal Planning Documents (e.g., Mount Vernon Downtown Plan).

5.2 Transportation facilities design decisions shall include public outreach and input and be sensitive to the values of the city of Mount Vernon as a walkable, vibrant, and sustainable community that is accessible to all roadway users.

5.3 Design criteria shall be based on application of engineering, architectural, and urban design principles such that all projects shall make the City a more appealing, enjoyable, and sustainable place in which to live, work, and visit.

6. Performance measures

6.1 The City Engineering Department shall annually measure and report to the Transportation Advisory Committee and to the general public an evaluation using, but not limited to, the following performance measures:

1. Miles of bike lanes, marked bike routes, and separated trails;
2. Crosswalk and intersection improvements;
3. Number and severity of traffic crashes (location and type) broken out by cyclist- and pedestrian-involved crashes;
4. User data such as Vehicle Miles Traveled, number of cyclists, transit users, and pedestrians as available;
5. Number of, and reasons for, exceptions approved;
6. Report on public outreach and user comments; and
7. Other performance measures as appropriate.

6.2 An annual report shall document the change for each performance measure contained in this ordinance compared to the previous year(s). Such report shall be available to the public.

6.3 The City shall apply for League of American Bicyclists "Bicycle Friendly City" Bronze Status by the end of 2021 and Gold Status by the end of 2025.

6.4 The City shall apply for other statuses/designations related to bicycle and pedestrian friendliness (e.g., Trail Towns).

7. Project Selection Criteria

7.1 Project evaluation and criteria scoring of capital projects shall include Complete Streets as a priority and City Council goal. Capital improvements shall be mapped and quantified to make certain that City resources are equitably allocated. Scoring criteria shall be adjusted when necessary to attain an equitable distribution of Complete Streets projects and resultant benefits.

8. Implementation steps

8.1 The City shall establish a Transportation Advisory Committee, whose regular meetings will include senior staff of Police, Engineering, Street, and other departments. The Transportation Advisory Committee shall include Mayor-appointed representatives of each of the following:

1. Bicycling;
2. Pedestrians;
3. Transit users;
4. Disabled persons;
5. Advocacy;
6. Educational community within the Mount Vernon City School District;
7. Business community; and
8. the Knox Area Transit Authority.

8.2 The Transportation Advisory Committee shall make recommendations to City Council on conceptual and construction plans to improve transportation by modes which are alternatives to automobiles.

8.3 The Engineering Department and other applicable departments and the Transportation Advisory Committee will review current design standards to ensure that the standards are up-to-date and in compliance with this policy.

8.4 The Engineering Department shall review the Zoning Code and recommend amendments that fully support the City's Complete Streets' Vision.

8.5 The City shall fund and encourage professional development and training staff to be fully knowledgeable about Complete Streets. Staff working on such projects shall attend continuing education and/or document research on best practices. City staff shall provide educational opportunities for City boards, committees and

commissions, business districts, schools, and other institutions to increase public awareness of Complete Streets.

8.6 In the selection of transportation planning and engineering consultants the ability to effectively implement Complete Streets Policy shall be considered.

8.7 The Engineering Department shall be responsible for adherence to the Complete Streets policy. The Mayor shall oversee the Engineering Department's adherence and promote inter-departmental project coordination.

8.8 City staff shall encourage community engagement and education on Complete Streets.

APPENDIX A: ACCOMPLISHMENTS

As of 2019, the City of Mount Vernon has:

1. Added hundreds of ADA accessible sidewalk ramps;
2. Added a bike path corridor connecting the Kokosing Gap Trail and Heart of Ohio Trail;
3. Added new sidewalks to many streets when redoing utilities;
4. Widened street pavement in some areas;
5. Used grant funds to replace broken up sidewalks on over a dozen streets and install new connecting sidewalks in areas without them (e.g., along Mount Vernon Ave and Division St);
6. Repaved the connecting path between Phillips Park and the Kokosing Gap Trail; and
7. Completed a bike path under the South Main Street bridge.

APPENDIX B: COLLABORATION

The implementation of Complete Streets will require cooperation and collaboration between many stakeholders on a regular basis. Besides the continuing cooperation that has existed between the Director of Safety-Service, the City Engineering Department, the City Parks Department, the Municipal Planning Commission, the Knox County Regional Planning Commission, and the Mid-Ohio Regional Planning Commission, the City, when applicable, should strive to collaborate with:

1. Local Business and Industry
2. Knox Public Health
3. Kokosing Gap Trail and Heart of Ohio Trail organizations

4. Downtown Mount Vernon Inc.
5. Central Ohio Technical College, Mount Vernon Nazarene University, and Kenyon College
6. Mount Vernon City Schools
7. Knox County Foundation and Ariel Foundation
8. Knox County Park District
9. Knox County Engineer
10. Surrounding Townships and Villages
11. Knox County Commissioners
12. Knox County Area Development Foundation
13. Knox County Board of Developmental Disabilities
14. ODOT

APPENDIX C: Design

The best, state-of-the-practice design guidance, standards, and recommendations shall be immediately adopted in the implementation of Complete Streets. Current resources include:

1. American Planning Association
 - *Complete Streets: Best Policy and Implementation Practices*
 - *U.S. Traffic Calming Manual*
2. American Association of State Highway and Transportation Officials (AASHTO)
 - *Guide for Planning, Designing and Operating Pedestrian Facilities*
 - *Guide for the Development of Bicycle Facilities*
 - *A Policy on Geometric Design of Highways and Streets*
3. Institute of Transportation Engineers (ITE)
 - *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach*
 - *Policy on Geometric Design of Highways and Streets*
4. National Association of City Transportation Officials (NACTO)
 - *Urban Bikeway Design Guide*
 - *Urban Street Design Guide*
5. Federal Highway Administration (FHWA) publications such as
 - *Designing for Pedestrian Safety*
 - *Pedestrian Safety Guide and Countermeasure Selection System*
 - *Bicycle Safety Guide and Countermeasure Selection System*
6. U.S. Architectural and Transportation Barrier Compliance Board (The Access Board)
 - *Rights-of-Way: A Design Guide*



City Council
City of Mount Vernon
Mount Vernon, OH 43050

TABLED

RESOLUTION 2021-22

Meeting: 03/08/21 7:30 PM
Dept: Utilities
Woods, Seavolt
Category: Utilities
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2286

A RESOLUTION AUTHORIZING THE SAFETY SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE PITTSBURGH AVENUE WATER LINE PROJECT, 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 authorized and directed to advertise for bids and enter into contract for the Pittsburgh Avenue waterline project.

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 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:

02/22/21

City Council

FIRST READING

RESULT:	POSTPONED INDEFINITELY [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

Meeting: 03/08/21 7:30 PM
Dept: Employee and Community Rel.

Scoles, Woods

Category: Appointment

Prepared By: Tanya Newell

Initiator: Tanya Newell

AMENDED

RESOLUTION 2021-23

DOC ID: 2273 A

A RESOLUTION APPROVING THE APPOINTMENT OF LACEY FILKINS TO THE HISTORICAL REVIEW COMMISSION OF THE CITY OF MOUNT VERNON, OHIO, FOR A ONE (1) YEAR TERM; AND DECLARING AN EMERGENCY.

WHEREAS, Section 1172.04 of the Codified Ordinances of the City of Mount Vernon provides that City Council shall appoint two members of the Historical Review Commission, at least one of whom shall be a resident freeholder of an historic district,

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

SECTION 1: That the Council for the City of Mount Vernon confirm the Mayor's appointment of Lacey Filkins, 931 East High Street, Mount Vernon, to the Historical Review Commission, commencing immediately and expiring March 8, 2022.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and for the further reason to guarantee a quorum based on the new requirements 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:

Mayor - Ms. Filkins is a very interested resident voter in the city, she has wanted to get involved in boards and commissions and she has a minor in history from Baldwin Wallace that seemed rather appropriate that the Historic Review Commission would be quite fitting for her. She's anxious to get involved.

Mr. Hillier - I don't think I know Ms. Filkins and don't know much about her so this has nothing to do with her as it does the position. I had conversation with Ms. Scoles about somebody not living in the historic district making decisions for others that live in the historic district and I understand with the legislation might read that we only have to have one person living in that district. I still haven't got exactly in my head, if I lived in a condo association would I want somebody who lived on Sugar Street making decisions for my association and some of these decisions are, when you are telling somebody they have to put in windows to meet historical district or do their porch to meet historical district and you don't have to do it yourself, I don't know if that's what we want to do.

Mayor - If you want that to be defined then you guys need to change the legislation.

Mr. Hillier - The previous legislation that Ms. Scoles is referring to?

Mayor - The current legislation says only one person, if you want them both then I would suggest that council change the legislation.

Mr. Hawkins - You are talking about an ordinance and now we are talking about this type of legislation is a resolution.

Mayor - That is correct, the ordinance would have to be changed if you want to change the requirements.

Ms. Scoles - The last ordinance was passed in 2017, I don't know what that entails, but just looking at the historical review commission code that's where that is. This is only a one year term so we can work on that throughout the rest of the year and adjust this for the appointment for the next term.

Mrs. Warga - Does this only include residences or does this include business as well?

Mr. Broeren - It includes any property within the historic districts.

Mrs. Warga - Are there businesses in those districts?

Mr. Broeren - Yes.

RESULT:	ADOPTED AS AMENDED [6 TO 1]
MOVER:	Samantha Scoles, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Seavolt, Salyers, Scoles, Woods, Warga
NAYS:	Mike Hillier



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2021-24

Meeting: 03/08/21 7:30 PM
Dept: Finance and Budget
Francis, Hillier
Category: Finance
Prepared By: Terry Scott
Initiator: Tanya Newell
DOC ID: 2287 C

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO MAKE SUPPLEMENTAL APPROPRIATIONS.

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

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to make supplemental appropriations as follows:

1. To Account 401.3600.55511, Equipment, in the amount of \$98,711.00.
(From Unappropriated Funding - Fund 401 - Dash Cams, Body Cams)
2. To Account 101.1788.54113, JRIG-Alcohol Testing, in the amount of \$5,214.50.

SECTION 2: This Resolution provides for appropriations for the current expenses of the city, and therefore, pursuant to Revised Code Section 731.20, it shall become effective upon its date of passage and approval by the Mayor.

COMMENTS - Current Meeting:

Mr. Dzik - You will have an ordinance regarding body cams, we had initially budgeted for a single year as we discussed in the last committee meeting. We received a pretty substantial discount by paying up front so that transfer is to cover the body cam expense.

Mr. Broeren - JRIG grant is part of the grant to the Municipal Court and it's adding unappropriated money.

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

ADOPTED

RESOLUTION 2021-25

Meeting: 03/08/21 7:30 PM
Dept: Finance and Budget
Francis, Hillier
Category: Finance
Prepared By: Terry Scott
Initiator: Tanya Newell
DOC ID: 2288 A

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

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

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to transfer funds as follows:

1. Transfer from Account 224.3600.54455, Lease/Purchase Fire Equipment, to Account 224.2150.55511, EMS Equipment, in the amount of \$36,800.00.

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 approval by the Mayor.

COMMENTS - Current Meeting:

Mr. Dzik - If you recall we passed a resolution to dispose of LifePak devices for the fire department, this is to place more funds into the EMS equipment line item so they can purchase the new LifePak devices. It's coming out of lease/purchase fire equipment, that's where we typically park money year over year for an eventual fire truck or ambulance replacement, there's plenty of funds in there.

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

Meeting: 03/08/21 7:30 PM
Dept: Fire, Police and Civil Defense
Seavolt, Scoles
Category: Police
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2293 A

ADOPTED

RESOLUTION 2021-26

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON, OHIO, TO ACQUIRE BY ANY MEANS AUTHORIZED BY RC 735.05 WATCHGUARD BODY AND IN-CAR CAMERAS AND RELATED EQUIPMENT, SOFTWARE AND SERVICES FOR THE MOUNT VERNON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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 authorized and directed to acquire by any means authorized by RC 735.05 Watchguard Body and In-Car Cameras and Related Equipment, Software and Services for the Mount Vernon Police Department (Ohio STS # 573077-0).

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 of expediting the acquisition of new body and cruiser cameras to allow the Mount Vernon Police Department to document its activities, 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:

Mrs. Seavolt - This is for the body cams, Chief Morgan had a nice committee meeting for us.

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



4RE/VISTA Price Quote

CUSTOMER: Mt Vernon Police Department

ISSUED: 9/15/2020 9:21 PM

EXPIRATION: 12/18/2020 7:00 PM

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,,
'''

**TOTAL PROJECT ESTIMATED AT:
\$128,711.00**

ATTENTION: Chief Morgan

SALES CONTACT: Peter Klaus

PHONE:

DIRECT:

E-MAIL:

E-MAIL: peter.klaus@motorolasolutions.com

Ohio STS# 573077-0

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	16.00	\$995.00	\$0.00	\$15,920.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	3.00	\$1,495.00	\$0.00	\$4,485.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	9.00	\$99.00	\$0.00	\$891.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	9.00	\$5,550.00	\$0.00	\$49,950.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-300-CAM-1ST	Warranty, V300 1st Year (Months 1-12) Included	25.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL50SRV-001	Evidence Library, Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	9.00	\$0.00	\$0.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
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4RE/VISTA Price Quote

Freight	Shipping/Handling and Processing Charges	1.00	\$660.00	\$660.00	\$0.00
					\$72,246.00

Technical Services Calculator

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	Tier 1 Onsite Installation. Includes Project Coordination, One Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Limited EL Client Installations, Limited Configuring of 4RE Units, Limited MDC App Installations, Interview Room Configuration, Limited Configuration of Body Worn Cameras, Full Testing of WatchGuard Systems, Installation of Evidence Library, Training of Officer and Admin Staff, Limited Vehicle Install Inspections, Vendor Management, Support	1.00	\$5,000.00	\$2,500.00	\$2,500.00
					\$2,500.00

4RE and VISTA Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	9.00	\$200.00	\$0.00	\$1,800.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	9.00	\$200.00	\$0.00	\$1,800.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	2.00	\$250.00	\$0.00	\$500.00

Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE(sm), +1 Extended Additional Year	2.00	\$995.00	\$0.00	\$1,990.00
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	1.00	\$5,995.00	\$0.00	\$5,995.00
WAR-WGR-MNT-3YR	REDACTIVE(sm), Software Support & Maintenance, 3-Year Bundle	1.00	\$2,795.00	\$0.00	\$2,795.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-4YR-BUN	Warranty, 4RE, 4-Year Hardware and Software Bundle	9.00	\$1,375.00	\$0.00	\$12,375.00
WAR-V300-NFWBUN	Warranty, V300, Hardware and Software Bundle, 3 Year	25.00	\$650.00	\$0.00	\$16,250.00
WAR-300-CAM-NOF-1YR	Warranty, V300, Hardware, Years 4-5	25.00	\$415.00	\$0.00	\$10,375.00
SFW-BWC-DEV-FEE	Evidence Library 5, VISTA/V300 Annual Device License & Support Fee Year 4-5	25.00	\$390.00	\$0.00	\$9,750.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
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415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

Attachment: Watchguard quote (2021-26 : Purchase New Body Cameras)



4RE/VISTA Price Quote

Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$63,630.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$3,160.00
Additional Quote Discount	\$9,665.00
Total Amount	\$128,711.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Attachment: Watchguard quote (2021-26 : Purchase New Body Cameras)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2021-27

Meeting: 03/08/21 7:30 PM
Dept: Streets and Public Buildings
Warga, Francis
Category: Streets
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2292

A RESOLUTION SUPPORTING THE CITY ENGINEER TO APPLY FOR TRANSPORTATION REVIEW ADVISORY COUNCIL (TRAC) FUNDS PROGRAMMED BY THE OHIO DEPARTMENT OF TRANSPORTATION AND DECLARING AN EMERGENCY.

WHEREAS, the completion of the State Route 13 relocation project is important to the City of Mount Vernon to improve safety and reduce congestion.

WHEREAS, this need to improve safety and reduce congestion is vital to improve the quality of life for the citizens and motoring public by reducing emissions and improving the overall safety and well-being of the citizens and visitors of the City of Mount Vernon.

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

SECTION 1: That City Council Supports the City Engineer's application for Transportation Review Advisory Council Funds programmed by the Ohio Department of Transportation for the State Route 13 relocation project.

SECTION 2: That the City of Mount Vernon confirms to the best of its knowledge that the information contained in the project application is accurate, that it intends to diligently pursue the project, and that a local share is required to match TRAC funds.

SECTION 3: That it is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were meeting open to the public and in compliance with the law.

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety convenience, and welfare of the City of Mount Vernon and the inhabitants thereof, for the reason that it is to apply for this funding by March 26th, 2021, and shall be in full force and effect from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Mrs. Warga - We are only voting to give our support for the application for the grant.

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



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2021-05

Meeting: 03/08/21 7:30 PM
Dept: Planning and Zoning
Hillier, Salyers
Category: Planning and Zoning
Prepared By: Tanya Newell
Initiator: Tanya Newell
DOC ID: 2271

AN ORDINANCE AMENDING ORDINANCE 2003-03 REGARDING THE ESTABLISHMENT OF THE PATRIOTIC AND MEMORIAL COMMITTEE; AND DECLARING AN EMERGENCY.

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

SECTION 1: That the Council of the City of Mount Vernon, State of Ohio establish a Patriotic and Memorial Committee which shall consist of the following nine members: One (1) County Commissioner, One

(1) Veteran's Service Officer, ~~One (1) Township Trustee, Three (3)~~ **One (1) Veteran's Organization Members, One (1) Council Member, Two (2) Citizen Members, One (1) Village Mayor** and the Mayor of the City of Mount Vernon.

SECTION 2: ~~There shall be no set term. The terms of the following members will be three years: One Township Trustee and the Three (3) Veteran's Organization Members; the remaining members of the committee will be two (2) year terms: One County Commissioner, One Veteran's Service Officer, One Village Mayor, One Council Member and the Mayor of Mount Vernon. All appointments will be made by the Mayor of Mount Vernon and in the event that a vacancy would occur during the term of any member, his successor shall be appointed by the Mayor. for the unexpired portion of his term.~~

SECTION 3: All members of the Patriotic and Memorial Committee will serve without compensation.

SECTION 4: The Committee shall have the power to study, investigate, plan, advise, report and recommend to Council, the Director of Public Safety-Service or the Mayor, any parade, visual, action, program or plan which the Committee shall find or determine to be necessary or advisable.

SECTION 5: The Committee shall choose its own officers, make its own rules and regulations and keep minutes of its proceedings. A majority of the members shall be a quorum for the transaction of business.

SECTION 6: 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 various departments of the municipal government 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:

02/22/21

City Council

FIRST READING

RESULT: SECOND READING**Next: 3/22/2021 7:30 PM**



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 03/08/21 7:30 PM
Dept: Employee and Community Rel.

Scoles, Woods

Category: Wages

Prepared By: Tanya Newell

Initiator: Tanya Newell

ADOPTED

ORDINANCE 2021-06

DOC ID: 2279

AN ORDINANCE SETTING HOURLY COMPENSATION FOR SEASONAL PERSONNEL IN PARKS, STREETS, CEMETERY AND WATER/WASTEWATER DEPARTMENTS.

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

SECTION 1: That pay rates are established for the following seasonal positions as follows:

<u>POSITION</u>	<u>PAY PER HOUR</u>		<u>CREW LEADER</u>
SEASONAL PERSONNEL	<u>YEAR 1</u>	<u>YEAR 2+</u>	
- Parks Department	\$9.51	\$9.92	\$10.28
- Streets Department	\$9.51	\$9.92	\$10.28
- Cemetery Department	\$9.51	\$9.92	\$10.28
- Water/Wastewater Department	\$9.51	\$9.92	\$10.28
- Water/Wastewater Department II	\$10.02	\$10.43	\$10.78
- Engineering Department	\$11.55	\$11.95	\$12.31
LEAF WORKERS			
- Street Department	\$9.51	\$9.92	\$10.28

SECTION 2: That Ordinance 2020-13 is hereby repealed.

HISTORY:

02/22/21

City Council

FIRST READING

COMMENTS - Current Meeting:

Ms. Scoles - This basically just sets the seasonal personnel wages, Rick these have been adjusted for new minimum wage correct?

Mr. Dzik - Correct. All pay rates were increased by ten cents which was also the amount that the minimum wage increased for 2021.

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



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 03/08/21 7:30 PM
Dept: Employee and Community Rel.

Scoles, Woods

Category: Wages

Prepared By: Tanya Newell

Initiator: Tanya Newell

SCHEDULED

ORDINANCE 2021-09

DOC ID: 2289

AN ORDINANCE TO PROVIDE FOR THE SALARY OF CERTAIN ELECTED OFFICIALS OF THE CITY OF MOUNT VERNON, SPECIFICALLY THE COUNCIL PRESIDENT, MEMBERS OF COUNCIL, AND THE CITY TREASURER; AND DECLARING AN EMERGENCY.

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

SECTION 1: That the following salary schedule be set for the Council President, Council Members, and City Treasurer for the years indicated:

<u>Elected Officials</u>	<u>Salary Per Year</u>			
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
City Council President and Council Members	\$8,378.00	\$8,378.00		
Treasurer	\$8,888.00	\$8,888.00	\$8,888.00	\$8,888.00

SECTION 2: That Ordinances 2017-07 is hereby repealed.

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 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.

RESULT: FIRST READING

Next: 3/22/2021 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 03/08/21 7:30 PM
Dept: Employee and Community Rel.
Scoles, Woods
Category: Personnel
Prepared By: Rob Broeren
Initiator: Tanya Newell
DOC ID: 2290 A

ADOPTED

ORDINANCE 2021-10

AN ORDINANCE AMENDING THE NUMBER AND WAGES OF SEASONAL RECREATION AND PARKS PERSONNEL, AND DECLARING AN EMERGENCY.

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

SECTION 1: That the number and wages of seasonal parks and recreation personnel be established as follows:

SEASONAL EMPLOYEES OF THE RECREATION BOARD AND CITY PARKS

The people hired in the following seasonal positions shall be paid bi-weekly, whether salaried or hourly, and are not entitled to any benefits, other than the applicable wages, unless benefits are conferred by statute.

Position	1 Year	2 Years	3 Years
Pool Manager (salary)	\$9,377.00 (for 16 weeks, May 5 th - Aug. 24 th)	\$9,659.00	\$9,949.00
Assistant Pool Manager (salary)	\$7,355.00 (for 15 weeks, May 12 th - Aug. 24 th)	\$7,581.00	\$7,802.00
Aquatics Director (1) (salary)	\$6,829.00 (for 15 weeks, May 12 th - Aug. 24 th)	\$7,034.00	\$7,246.00
Aquatics Supervisor (1) (salary)	\$5,122.00 (for 15 weeks, May 12 th - Aug. 24 th)	\$5,280.00	\$5,437.00
Park Director (4) (salary)	\$1,981.00 (for 10 weeks)	\$2,162.00	\$2,375.00
Tennis Director (salary)	\$1,678.00 (for 8 weeks)	\$1,847.00	\$2,026.00
Tot Lot Director (salary)	\$1,083.00 (for 10 weeks)	\$1,191.00	\$1,307.00
Tot Lot Instructor (salary)	\$1,029.00 (for 10 weeks)	\$1,120.00	\$1,228.00

Position	A	B	C	D*	E*	F*
Lifeguards (hourly)	\$8.95	\$9.20	\$9.40	\$9.70	\$9.95	\$10.20

*To reach steps D, E, or F, a guard must hold a current Red Cross W.S.I. or YMCA Y.S.I.

Head Lifeguard (2), (hourly) \$10.45

Position	1 Year	2 Years	3 Years
Pool Maintenance Workers I & Concession Workers (hourly)	\$8.80	\$8.90	\$9.00
Pool Maintenance Workers II (hourly)	\$8.90	\$9.15	\$10.00
Pool Maintenance Worker III (20 hours/week)	\$18.25		
Cashiers (hourly)	\$8.80	\$9.13	\$9.20

When a concession worker with two or more years of experience transfers to a cashier's position they will be paid at the two year cashiers rate.

SECTION 2: That Ordinance 2019-22 is hereby repealed.

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 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 heard Mr. Clinger earlier and the plans to open the parks and rec programs for the summer and this will set those salaries and wages and again they have been adjusted for 2021 minimum wage.

Mr. Dzik - We are actually playing a little bit of catch up because we did not pass new legislation last year because the pool was not open so the hourly rates have been increased by \$0.25. We also added 2% to all of the salaried employees because there was a wage increase given last January to all other city positions.

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



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 03/08/21 7:30 PM
Dept: Employee and Community Rel.

Scoles, Woods

Category: Personnel

Prepared By: Rob Broeren

Initiator: Tanya Newell

ADOPTED

ORDINANCE 2021-11

DOC ID: 2291 B

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, OHIO; MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2021; AND DECLARING AN EMERGENCY.

WHEREAS, an agreement has been entered into between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, regarding the wages, and benefits of bargaining unit Fire Department employees;

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 Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, which becomes effective January 1st, 2021, as if fully rewritten herein.

SECTION 2: That the wage provision of the agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, be effective from the 1st day of January, 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 to provide uninterrupted fire and EMS service to the City, 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 - You all received the contract in your packet.]

Mr. Dzik - If you recall we had an executive session a couple meetings ago, part of the delay was we were nearing the conclusion of negotiations with the IAFF at that time and I gave you an update. Nothing in the agreement has changed from that original update, part of the delay was the union has to give a two week review period to their membership before voting on the contract. As I've said we've been asking the bargaining units to take a pause on pay increases for 2021 while we gauge the impact of the pandemic or provide some offset. The IAFF will receive a 2% wage increase this year, they've agreed to modifications to their overtime, namely emergency overtime. They've also worked with the city to make a number of changes that

became necessary due to the pandemic including extending the city's waiver in events of emergency from two days up to the duration of the emergency and also removing some problematic language when the city chooses to close.

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

Mount Vernon IAFF Final Draft (2020 02 16)

1 AGREEMENT
2 between



3 Mount Vernon
THE CITY OF MOUNT VERNON



4 and the IAFF
5 OHIO ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

6 MOUNT VERNON FIREFIGHTERS AND
7 PARAMEDICS, LOCAL 3712
8

9 EFFECTIVE:
10 January 1, 2021 to June 31, 2022
11

12 SERB CASE No. 2021-MED-01-0075
13
14
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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 IAFF/Ohio Association of Professional Firefighters and the Mt. Vernon Firefighters and Paramedics Local 3712, hereinafter referred to as the "Union" or the "Exclusive Bargaining Agent." Its purpose is to promote harmonious relations between the City and the Union, to establish wages, hours, and other terms and conditions of employment.

Article 1 Tentatively Agreed: 11/13/20

ARTICLE 2 UNION RECOGNITION

2.1 Bargaining Unit Inclusions The City recognized the Union as the sole and exclusive bargaining 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 unit described below. Where used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals regularly employed full-time in the following classifications:

1. Fire Captain
2. Fire Lieutenant
3. Firefighter/EMT
4. Firefighter/ Paramedic
5. EMS/Training Coordinator
6. Fire Prevention Officer

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

2.3 Management, Part time, etc. Exclusions Management, confidential, temporary, part-time (less than 1249 hours per calendar year), substitute, and seasonal employees shall not be included in the bargaining unit.

2.4 Clarification If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining unit, 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. Section 4117-5-01.

2.5 Job Classifications The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classification 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 12 of this agreement. A

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“substantial change in job duties” means that the core responsibilities of an existing job have changed by at least 50 percent.

Article 2 Tentatively Agreed: 11/13/20

ARTICLE 3 UNION DUES

3.1 Monthly dues. The Employer agrees to deduct once each month dues and assessments in an amount certified to be current by the Treasurer of the Local Union from the pay of those who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union.

Article 3 Tentatively Agreed: 11/13/20

ARTICLE 4 UNION REPRESENTATION

4.1 Names of Representatives The Union agrees to notify the City by letter of the names of the I.A.F.F./ O.A.P.F.F. staff representatives who normally service the Local bargaining unit.

The City agrees to permit one (1) state level union representative to visit the City’s facilities and work sites during 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.

4.2 List of Officers The Union Agrees to provide the City a list of local officer’s names, addresses, and positions held. The Union agrees to keep this list current.

4.3 Stewards The Union will designate one (1) steward for each shift in the department. The Union will select one (1) President, one (1) Vice-President and one (1) Secretary/Treasurer. An employee does not have the right to select the steward that represents him. Employees are represented by their shift steward, the President, or the President’s alternate. In the absence of the steward assigned to the represented group, as noted above, the President or his alternate will have the same privileges as the steward with the added responsibility of representing stewards.

4.4. Vice President The Vice President, firstly, and/or Secretary/Treasurer shall have the same privileges as the President and may act in his absence.

4.5 Steward Responsibilities A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent that member at the meeting, provided the steward has received approval from his supervisor and provided the steward 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. The City will provide a log record for this purpose. If the meeting is scheduled during the steward’s duty hours, the steward shall not suffer any loss of pay while attending the meetings.

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4.6 Investigation of Grievances The President or his alternate will be permitted forty (40) hours each annually to investigate grievances without loss of regular straight time pay or benefits. They may arrange with the Safety-Service Director for a transfer of time from one to the other. Each will note on the steward's log when he is investigating grievances.

4.7 Employee functioning as a Representative An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

4.8 Investigation on Non-work time The investigation and writing of grievances shall be on non-work time, except as provided in Sections 4.5 and 4.6.

4.9 Rules for Representatives Rules governing the activity of Union representatives 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 employee official (President or his alternate and/or stewards) shall cease unauthorized union activities immediately upon request of the supervisor of the area in which union activity is to be conducted or upon the request of the steward's immediate supervisor.

4.10 Meetings Meetings of the committees of the Union will be permitted on City property, provided such meetings do not interrupt or interfere with work duties.

Article 4 Tentatively Agreed: 11/13/20

ARTICLE 5 BULLETIN BOARD

5.1 Bulletin Board Space 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.

5.2 Limits on Materials The items posted shall not be political partisan or defamatory.

Article 5 Tentatively Agreed: 11/13/20

ARTICLE 6 LABOR MANAGEMENT MEETINGS

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6.1 Meetings At least, once per quarter, at the request of either party, but no more often than once per month, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives 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.

6.2 Agenda and Purpose 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. The purpose of such meetings 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;
- (f) consider and discuss health and safety matters relating to employees.

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

6.4 Limit on Scope Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

6.5 Attendance Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, 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. The City and the Union shall ~~normally~~ schedule their meetings during working hours that are mutually agreed upon by the two parties.

6.6 Notice by Union 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 meetings.

Article 6 Tentatively Agreed: 11/13/20

ARTICLE 7 MANAGEMENT RIGHTS

7.1 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 its employees and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this

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Agreement. 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 1-10:

- (1) 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 service, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit;
- (10) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodation would violate an expressed term of the Agreement.

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

Article 7 Tentatively Agreed: 11/13/20

ARTICLE 8 – NON-DISCRIMINATION

~~8.1 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.~~

~~8.2 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.~~

~~8.3 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.~~

~~8.4 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.~~

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~~8.5 — Non-Interference by 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.~~

Article 8 Tentatively Agreed: 11/13/20

ARTICLE 9 NO STRIKE NO LOCKOUT

9.1 Interruption of Services 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 Mt. Vernon. Therefore:

(a) No Strike The Union agrees that neither, 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 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 member, 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.

(b) No Lockout 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.

~~9.2 — Safety Concerns — Work stoppage prohibited under this Article includes a refusal to work based on safety reasons. Safety issues are resolved pursuant to the grievance procedure.~~

Article 9 Tentatively Agreed: 11/13/20

**ARTICLE 10 APPLICATION AND INTERPRETATION
OF WORK RULES AND DIRECTIVES**

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10.1 City Right to Issue Rules, Notice 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 the 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.

10.2 Copies Available to Employees The City agrees that, to the extent any work rules have been or will become reduced in writing, every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished in paper or electronic format and, when requested in writing by the Union, discussed with the President or his designee at least seven (7) calendar 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.

10.3 Uniform Application of 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 the grievance procedure.

10.4 Authority to Issue Rules It is understood that the City has the statutory, authority to promulgate work related rules, to regulate the conduct of the City's business. Such matter, whenever reasonable, will be reduced to writing and made available to all members. The signature of a bargaining unit member on such written 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.

10.5 New Employees All new bargaining unit members shall receive a copy of all work rules and this Agreement.

Article 10 Tentatively Agreed 11-13-2020

ARTICLE 11 CORRECTIVE ACTION

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

11.2 Disciplinary action on measures shall include only the following:

- (a) Written warning
- (b) Written reprimand
- (c) Suspension with pay

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- (d) Suspension without pay
- (e) Reduction in pay and/or position
- (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. An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have the shift union steward attend with him.

Counseling, coaching, and performance improvement plans will not be considered discipline and are not grievable under the Grievance Procedure.

11.3 Pre-Disciplinary Hearing Before any suspension without pay, disciplinary reduction in pay or position, or termination can occur, the City will give the employee written notice of the charges against him or her prior to any pre-disciplinary hearing with the Safety Service Director. When the City has scheduled a pre-disciplinary hearing with the Safety Service Director, an employee may have the shift union steward and/ or a state level union representative attend with him.

11.4 Progressive Discipline

(a) Except in extreme instances wherein the employee is found guilty of gross misconduct including conduct that is potentially criminal, 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.

(b) Progressive discipline and the level of discipline shall take into account the nature of the violation, the impact on the Department and the City, the employee's record of discipline, and the employee's record of performance and conduct.

11.5 Prior discipline effect Records of written warnings and written reprimands shall cease to have force and effect and be removed from active personnel files twelve (12) months after their effective date, and all records of other disciplinary action shall cease to have force and effect and be removed from active personnel files eighteen (18) months after their effective date, providing there is no intervening disciplinary actions taken during that time period.

11.6 Appeal of Discipline If a bargaining unit member disagrees with disciplinary action taken, he may use the grievance procedure.

11.7 Suspension without Pay Upon the employee's request, where the employee has been suspended for up to one hundred twenty (120) hours, 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 proposed 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 form of conflict resolution or legal challenge.

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Article 11 Tentatively Agreed 1-19-2021

ARTICLE 12 GRIEVANCE PROCEDURES

12.1 Purpose and Intent The grievance procedure is a formal mechanism intended to assure that employees' 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.

12.2 Definitions

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.

Suspension of Grievance, Election of Remedies When the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, the aggrieved employee may only appeal the grievance through Step 3 of this Agreement and may not arbitrate said grievance under this Agreement, unless the employee first waives any and all recourse he has through those agencies. The City will provide a form for this purpose. If the agencies determine they have no jurisdiction over this matter, the waiver is void and the employee may seek arbitration under this Agreement within fourteen (14) days of the date of such a determination.

Day The term "days" for purposes of this grievance procedure shall mean calendar days unless specifically stated otherwise.

12.3 Grievance Procedure Rules

Proper Step All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the Department Head are one and the same, the grievance shall be submitted to the person who is lowest in the line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at Step 2.

Group Grievance 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.

Response, automatic advance, waiver of time limits Any grievance not answered by management within the stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on the grievances or steps in the procedure may be waived upon mutual consent of the parties.

Grievance Information All written grievances shall contain the following information:
(a) aggrieved employee's name and signature

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- (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 the Agreement violated
- (j) Resolution requested

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

Resolution of 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 may choose one (1) other employee, who shall be the shift steward, to accompany him in Steps 1, 2, and 3 of this procedure. In addition to the shift steward at Step 3, the grievance may have a professional staff representative present.

Attendance at Meetings It is expected that, in the usual grievance, these will be the only 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 representatives not specifically designated be in attendance. Therefore it is intended that either party may bring additional representatives 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 representative(s) has input that may be beneficial in attempting to bring resolution to the grievance.

Union Responsible for Accounting of Grievances The Union shall have the responsibility for the duplication, distribution, and its own accounting for the grievance forms.

Calendar Advance for Response to Grievances When a grievant, supervisor, Department Head, or Safety Service Director is required to perform an act under this grievance procedure that falls on his scheduled day off, paid leave, or approved leave without pay, he shall have through his next working day to perform the act.

Time Limits It is agreed that the language contained in this Article, to the extent that it requires the Employer to schedule and hold a grievance hearing within a set time frame, will be satisfied by a good faith effort and that the time limits contained in this Article may be extended if either party is absent from work on the actual date.

12.4 Grievance Steps

INFORMAL STEP

Discussion with immediate supervisor and verbal answer within seven (7) calendar days of the event being grieved, or of the time the grievant should have been aware of the event. The date of

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the informal response will be recorded by the immediate supervisor and a written confirmation of the date given to the grievant.

DEPARTMENT HEAD STEP 1

If the grievance is not resolved at the informal step, then a written grievance must be filed with the Department Head within ten (10) calendar days after the immediate supervisor's response at the informal step. The Department Head must schedule a meeting to hear the grievance and provide a written answer within ten calendar (10) days after receiving the written grievance.

SAFETY-SERVICE DIRECTOR STEP 2

Grievance filed with the Safety-Service Director must be filed within ten (10) calendar days of the employee having received the Department Head's Step 1 response. The Safety-Service Director must hold a meeting with grievant and his union representatives and provide a written response to the grievant within ten (10) days of having received the employee's grievance from Step 1.

ARBITRATION STEP 3

Demand for arbitration submitted to the Safety-Service Director must be filed within fourteen (14) days after the Step 2 answer.

12.5 Arbitration Procedure

Request for Panel Upon receipt of a notice to arbitrate, the parties will request a panel of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service. The parties will choose an arbitrator by alternately striking names from the panel until one name remains. The first party to strike a name shall be determined by the flip of a coin. This procedure shall be used each time this action is necessary. FMCS will be notified of the arbitrator, and a hearing will be held as soon as possible after the arbitrator confirms appointment. Either party may reject the list once but shall be responsible for the cost of the additional panel.

Arbitrability The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merit 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 cost will be paid by the losing party.

Limits of Authority of Arbitrator 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 of 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; or

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- (d) granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

Decision of Arbitrator The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Safety Service Director, the spokesperson, and the grievant. The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

Costs of Arbitrator 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 on the losing party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporters 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.

Arbitrator Award 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 Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mt. Vernon, Ohio.

Article 12 Tentatively Agreed 1-19-2021

ARTICLE 13 PERSONNEL FILES

13.1 Employee Access to Personnel File 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. Every member shall be allowed to review his active personnel file, as well as any other City-maintained file regarding the member, in their entirety, at any reasonable time during reasonable hours upon request. If any member is involved in a grievance regarding matters in his active personnel file, or any other City-maintained file regarding the member, that may be material, the affected member's union representative shall also be granted the use of those files at reasonable times, when such access is authorized, in advance, by the bargaining unit member.

13.2 Inaccurate Information in File If a bargaining unit member, upon examining his active personnel file, or any other City-maintained file regarding the member, 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 remove the inaccurate material from the appropriate file.

If ~~such material is found to be accurate, but~~ the member feels that clarification of such material is necessary, the member may submit to the Safety Service Director or his representative a written, clarifying, or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employee, the Safety Service Director shall immediately have such memorandum attached to the

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material to which it is directed and placed into the appropriate City-maintained file regarding the member.

13.3 Review of File The bargaining unit member may review any new material placed into any City-maintained file regarding the member. A bargaining member shall be granted a copy of all material placed in any City-maintained file regarding the member upon his request.

13.4 Recourse In the event the employee is not satisfied with the action taken in 13.2 or 13.3, he shall be allowed recourse through the grievance procedure.

Article 13 Tentatively Agreed 11/13/20**ARTICLE 14 PROBATIONARY PERIODS**

14.1 New Hire 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 without cause at any time during their initial probationary period and the probationary period removal shall not be grievable under the grievance and arbitration procedure nor appealable under civil service.

14.2 Promoted Employees 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, subject to the chief's approval, from his promotional position, or he may request a demotion during the probationary period. However, the City shall place the employee so removed or demoted in a position in the classification he held immediately prior to the promotion.

14.3 Reclassification Should the City reclassify an employee, he shall not be required to serve a probationary period.

14.4 Orientation Period/Minimum Staffing Each newly-hired full-time employee will have an orientation period of twenty-seven (27) worked shifts beginning with his or her first day on active duty during which he will not be counted toward minimum staffing levels. The Chief may reduce the orientation period of a newly-hired full time employee to no less than fifteen (15) worked shifts in consultation with the Shift Captain.

14.5 Newly Certified Paramedics For a period of nine (9) worked shifts beginning on the first assigned shift after an employee first obtains paramedic certification, that person will not be assigned as the only paramedic on a medic run.

Article 14 Tentatively Agreed 1/19/21**ARTICLE 15 JURY AND WITNESS DUTY**

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15.1 Jury and Witness Duty An employee called for jury duty by a federal, state, or municipal court of Ohio, or who is subpoenaed to testify on a job-related matter by the Employer 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 jury duty or witness pay, in which case he shall not receive his regular pay.

15.2 Notice to Supervisor To be eligible for jury 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 on 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.

15.3 Return to Work 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.

15.4 Employee as Party 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 or unless he is a plaintiff pursuing a civil action against a third party for a physical injury that arose out of the performance of his job duties.

Article 15 Tentatively Agreed: 11/13/20

ARTICLE 16 HEALTH SAFETY

16.1 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.

16.2 Safety Committee There shall be a Safety Committee made up of the Chief, Mayor, Safety-Service Director, Union President, and two (2) other Union representatives, who shall meet monthly (when necessary) for reviewing current health and safety conditions concerning employees. Recommendations made by the Safety Committee are advisory only.

16.3 Time to Attend Meetings Bargaining unit representatives to the Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any Committee meetings scheduled.

16.4 Safe Working Condition 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, Safety Committee, and Safety- Service Director all unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

16.5 First Aid Adequate first aid equipment and training will be provided by the City.

16.6 Duty to Report Any equipment, tools, and vehicles a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor,

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department head, Safety Committee, and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the bargaining unit member is not satisfied, the Safety Committee is to be notified for their investigation and proper reports made.

16.7 Shift Manning Responsibility of Department Head It shall be the responsibility of the department head for the proper shift manning.

Article 16 Tentatively Agreed: 11/13/20

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

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, or for reasons such as acts of God, the following conditions of this Agreement shall automatically be suspended ~~until the end of the State of Emergency, not to exceed a maximum of two (2) calendar days~~ unless mutually agreed to by the City and the Union:

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

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 17 Tentatively Agreed: 1/19/21

ARTICLE 18 HOURS AND OVERTIME

18.1 Work Schedule The normal work schedule for Fire Department employees shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty with one (1) twenty-four (24) consecutive hour (Kelly Day) off every three (3) weeks. The result of this work schedule is that such employees shall average a forty-eight (48) hour work week over the course of a calendar year; however, for the purpose of wage calculations under this Agreement, wages for emergency overtime shall be calculated as follows in Article 18.7.

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. Reasonable notice will be provided to bargaining unit employees affected by a work schedule change.

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18.2 Overtime For Fire Department Employees working a forty-eight (48) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any work day, and the unit for calculating weekly overtime is the period of one hundred sixty-eight (168) consecutive hours beginning with the Sunday shift starting time.

18.3 Pyramiding Prohibited There shall be no pyramiding of overtime for the same hours worked.

18.4 "Show Up Pay" Any bargaining unit employee who shows up for work at his scheduled starting time on any regularly scheduled day (unless notified beforehand) or for previously scheduled overtime shall receive a minimum of four (4) hours' ~~pay~~ work for each incident, at the applicable hourly rate, where the City cannot provide work for the bargaining unit employee. The employee shall only be compensated for hours actually worked.

18.5 "Call-in Pay" Any bargaining unit employee who ~~works~~ 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 four (4) hours' work ~~pay~~ at the applicable hourly rate. The employee shall only be compensated for hours actually worked. Two (2) hours' minimum shall be granted for court time.

~~If a person who has been called in and is entitled to call in pay is released from duty and is then called in again during the initial four (4) hour period, no additional pay will be earned.~~

18.6 Leap Year. On February 29th, each crew shall work an eight (8) hour shift to prevent one crew from working an adverse number of holidays. Kelly days will be taken as they fall. Employees shall not be compensated for working four (4) weeks without a Kelly day (only the weeks before and after February 29th). Employees shall be compensated at the straight time rate for the eight (8) hour shift on February 29th.

~~18.7 Emergency Overtime. When an employee is called in due to an emergency, emergency overtime will be calculated as follows:~~

~~a) two (2) four (4) hours minimum call-in pay~~

~~b) paid at regular rate x 1.51.8 for each hour paid~~

~~c) for emergency overtime on a holiday, the rate of pay will be the regular rate x 2.4 for each hour paid.~~

~~18.8 Emergency Call In. Due to emergency runs, personnel will be called in on emergency overtime to maintain at least four (4) personnel on station.~~

18.9 EMSC and FPO Work Week. The normal work week for the Emergency Medical Services Coordinator ("EMSC") and Fire Prevention Officer ("FPO") shall be forty (40) hours in

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pay status in five (5) consecutive, eight (8) hour days, exclusive of time allotted for meals. All hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day shall be compensated at the rate of one-and-one-half (1 ½) times the straight time hourly rate. Alternatively the hours worked may be flexed hour for hour within the pay period at the request of the employee subject to the approval of the Chief.

*Changes to article 18, from the previous bargaining agreement, regarding Emergency Overtime will take effect midnight March 7, 2021.

Article 18 Tentatively Agreed: 1/19/2021

ARTICLE 19 ROTATION OF OVERTIME OPPORTUNITIES

19.1 No Guarantee of Overtime Overtime is not guaranteed.

19.2 Rotation of Overtime 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 posted on appropriate bulletin boards in the appropriate facility and will include a list of overtime hours worked and refused, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

19.3 Overtime Equalization 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 calling the bargaining unit members based on the board computations of overtime credits. If the bargaining unit employee is unavailable to accept the call, the supervisor in charge shall credit that member with overtime refused for the assignment requested after reasonable effort to contact and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.
- (c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of hours refused. If a bargaining unit employee is ordered to work overtime after refusing, 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 emergency overtime and overtime hours resulting from off-duty court

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time, shall not be recorded nor included in overtime opportunity equalization calculation.

- (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(s) to perform the work.
- (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) When a bargaining unit member's name comes up on the roster while the member is on vacation, compensatory time, bereavement leave, or is at an approved school, he shall not be charged on the roster for the hours he could have worked had he been available.
- (h) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the shift steward and the Department Head, the City will be given the reasonable opportunity to correct the error by granting to any employee who was missed the next opportunity for overtime within his overtime group.
- (i) Persons assigned to a forty (40) hour shift such as the EMSC and the FPO, are not eligible for shift overtime assignments and will not be included in the overtime equalization rotation.

In the event that shift personnel are going to be forced to work persons assigned to a forty (40) hour shift such as the EMS / Training Coordinator and the FPO shall be offered the opportunity to work the shift. Overtime will be paid at a 48-hour rate provided that the overtime is outside of their normal work schedule.

- (j) "Call In" Overtime for emergency purposes (e.g., active incidents such as fires, natural disasters, mass casualty incidents, etc.) will not be recorded on the equalization board if offered but not worked. If the call-in overtime is worked, it will be recorded on the overtime equalization board.

Article 19 Tentatively Agreed: 1/19/2021**ARTICLE 20 COMPENSATORY TIME**

20.1 Compensatory Time, Prior Approval for Use Fire Department employees may accumulate compensatory time off in lieu of overtime. The employee may take compensatory time off only with prior approval from the Chief or his designee. Any accrued but unused

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compensatory time shall be submitted for cash out by December 1st of each calendar year, and will be paid in a separate check by no later than the first pay period after December 1st.

20.2 Processing Requests for Compensatory Time and Other Paid Leaves Compensatory time off will not be confirmed more than seventy-two (72) hours in advance. If the person in charge of the shift believes compensatory time might create overtime or reduce desired manning levels because of sick leave requests, vacations, personal time, or other scheduling conflicts, compensatory time off will not be granted until the supervisor is satisfied that manning levels are adequate and no overtime will occur.

20.3 Responsibility to Confirm The person requesting the compensatory time off must confirm final approval of the time off with the person in charge of the shift.

20.4 Denial of Compensatory Time When department functions have been scheduled mandatory trainings, community events, etc., or when the Fire Chief deems it necessary, compensatory time will not be approved.

Article 20 Tentatively Agreed: 1/19/2021

ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY

21.1 Vacancies. 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.

21.2 Absences in Rank Positions. If a Captain is absent from duty, a Lieutenant will be assigned to the Captain's position and will receive Captain's pay for each hour he is assigned to that position. To fill the open Lieutenant's position, the City will assign an officer on duty to perform the Lieutenant's position; if no officer is on duty, the City will assign a firefighter on the most current officer eligibility list who is on duty in order of rank on that list; finally, if neither an officer nor a firefighter ranked on the current officer eligibility list is on duty, the City will assign the most senior firefighter on duty, provided he has at least five (5) years of experience with the MVFD to fill the open Lieutenant's position.

If there is no member(s) on duty who meet the criteria discussed above the City will assign a member to the open position by calling off-duty personnel who have the lowest accumulated hours on the equalization of overtime roster in the following order:

- (1) off-duty officers;
- (2) firefighters on the current officer eligibility list; and
- (3) firefighters with at least five years experience.

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21.3 Assistance 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.

Article 21 Tentatively Agreed: 11/13/2020

ARTICLE 22 HOLIDAYS

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

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Veteran's Day	Eleventh of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	Twenty-Fourth of December
Christmas Day	Twenty-Fifth of December

22.2 48 Hour Employees Fire Department employees working a forty-eight (48) hour week, in lieu of the above holidays, shall be entitled to one hundred fifty-eight (158) hours of compensatory time as of January 1st of each contract year which shall be used in accordance with the leave requests procedures outlined in Article 20. Persons on unpaid leave, excluding those on military leave, or not on active City payroll shall have the holiday leave prorated.

In the event of separation from the City by a bargaining unit employee in the Fire Department, the foregoing hours of compensatory time shall be prorated.

Employees of the Fire Department who work a forty-eight (48) hour work week, shall receive *double time* for overtime worked on the actual holiday.

22.3 40 Hour Employees All forty (40) hour bargaining unit employees of the Fire Department shall be entitled to the holidays specified in Section 22.1. A holiday falling on a Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

22.4 Observance of Holidays for 40 Hour Employees All forty (40) hour bargaining unit employees of the Fire Department shall receive compensation for working on an observed holiday (as stated in Section 22.3) and will be paid at one and one-half (1 and 1/2) times the regular rate in addition to the eight (8) hours of holiday pay. Overtime worked on an observed holiday shall be paid at one and one-half (1 and 1/2) times the regular rate of pay. Overtime worked on a holiday as stated in 22.1 (actual holiday) will be paid at the rate of two (2) times the regular rate of pay.

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Article 22 Tentatively Agreed: 1/19/2021

ARTICLE 23 VACATION

23.1 Vacation leave accrual Each full-time bargaining unit employee of the Fire Department shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

	<u>48 Hour</u>	<u>40 Hour</u>
One (1) Year	192 Hours' Vacation	88 Hours' Vacation
Six (6) Years	240 Hours' Vacation	128 Hours' Vacation
Thirteen (13) Years	288 Hours' Vacation	168 Hours' Vacation
Twenty (20) Years	336 Hours' Vacation	208 Hours' Vacation
Twenty-Five (25) Years	384 Hours' Vacation	248 Hours' Vacation
Thirty (30) Years	408 Hours' Vacation	N/A

23.2 Carryover A bargaining unit member may carry over three (3) weeks of his vacation beyond his anniversary date by notifying his department head. The department head and the Safety-Service Director must approve any additional carryover of vacation hours. If hours carried over beyond two (2) weeks are cashed out, they will be paid at the rate in effect at the time earned.

23.3 Earning of Vacation Leave Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit member shall qualify immediately after each anniversary date for the vacation time corresponding with his/her years of service, and it may be taken during his/her next anniversary year. Any bargaining unit member leaving the employ of the City for any reason shall receive pay for accrued, but unused, prorated vacation time.

23.4 Transfer of Employee Between Departments If a bargaining unit member transfers to another department within the City Administration any unused vacation hours that he has accumulated shall continue to be available for his use. In the case of resignation or layoff of a bargaining unit member, the member shall be paid for any and all unused vacation hours. In the case of death of a bargaining unit member, the member's spouse or beneficiary will receive the balance of back pay and unused vacation hours accrued in accordance with this article.

23.5 Advance Request for Vacation Leave A bargaining unit member, upon request, shall receive his vacation pay on the payday prior to his taking vacation time off by requesting to the department head seven (7) calendar days prior to payday.

23.6 Annual Conversion of Vacation Leave A bargaining unit member 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) week of earned, paid vacation each year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the department head. Such request must be made to the department head seven (7) calendar days prior to a payday.

23.7 Scheduling of Vacation Leave Each department head shall determine the manner for scheduling vacation in his department. Vacations requested with adequate notice under the

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department's procedure shall not be denied unless another vacation has been approved for another employee on the same shift within the department at the same time, subject to the exception provided in Section 23.9. Once approved, vacation is guaranteed.

23.8 Incremental Use of Vacation Leave Employees may use their vacation hours in twelve (12) hour increments.

Employees must provide a minimum of twelve (12) hours' notice before using vacation hours in increments of less than one day.

23.9 Maximum Employees on Leave Vacation will be allowed for up to two people at a time per shift.

Article 23 Tentatively Agreed: 1/19/2021

ARTICLE 24 PERSONAL LEAVE

24.1 Personal Leave All full-time Fire Department bargaining unit employees shall receive time off for personal business in a calendar year as follows:

- (1) 48 hour per week employees 48 hours
- (2) 40 hour per week employees 36 hours

24.2 Request for Personal Leave An employee may use personal leave upon giving reasonable notice to his department head or supervisor. The request should be in writing. Requests should, when possible, be made at a reasonable time in advance of the date or dates requested for use of personal leave, unless the use is for an emergency situation. An employee requesting leave need not state the reason for leave nor the nature of the emergency.

24.3 Use of Personal Leave Personal leave may be used for court appearance, obligations, medical appointments, weddings, religious holidays, or any other matter of a personal nature.

24.4 Limit on Personal Leave When the use of personal leave will cause overtime, the personal leave must be taken for a minimum of four (4) hours.

Article 24 Tentatively Agreed: 1/19/2021

ARTICLE 25 UNION LEAVE

25.1 Union Conventions Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to four (4) days total annually with pay to attend conventions or conferences of the Union. Additionally, one (1) employee who is elected to the State Executive

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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 employees per year in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

Article 25 Tentatively Agreed: 11/13/2020

ARTICLE 26 SICK LEAVE

26.1 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 Safety-Service Director may approve sick leave when he believes it is 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.

26.2 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 parents (loco parentis).

26.3 Sick Leave Statement Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If a 48-hour employee is absent over forty-eight (48) consecutive work hours, or a 40 hour employee is absent more than twenty-four (24) consecutive work hours, he shall provide a doctor's explanation stating the nature of his 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.

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

26.5 Conversion at Separation An employee may elect at the time of separation (other than retirement or disciplinary discharge) from active service with the City, after ten (10) years continuous service with the City, to be paid in cash for one-half (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.

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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 that may be made to an employee with less than 20 years of service as an employee at the Fire Department shall be one-half (1/2) of one thousand two hundred thirty-four (1,234) hours. After twenty (20) years of service as an employee of the Fire Department the maximum shall be one half (1/2) of one thousand seven hundred and twenty-eight (1,728) hours.

26.6 Conversion at Retirement Employees who separate from active service with the City because of retirement under a State Retirement system from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 26.5 elect at the time of separation to be paid in cash for three-fourths (3/4) of the value of their accrued but unused sick leave. Such payment shall be based on the bargaining 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 (3/4) of one thousand seven hundred and twenty-eight (1,728) hours.

Only an employee who is eligible for retirement with the State Public Employee Retirement System or the 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 (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.

26.7 Conversion at Death in the Line of Duty In the event of an in-the-line-of-duty death, the employee's estate will be paid one hundred percent (100%) of the accumulated, unused sick leave using the procedure and formula in section 26.6, conversion at retirement.

Article 26 Tentatively Agreed: 1/19/2021

ARTICLE 27 BEREAVEMENT LEAVE

27.1 Bereavement Leave An employee shall be entitled to use bereavement leave following the death of a member of his immediate or extended family.

27.2 Definitions

- (A) "Immediate Family" means father, step-father, mother, step-mother, child, spouse brother, sister, mother-in-law, father-in-law, stepchild, and other person who stands in place of parents (loco parentis).
- (B) "Extended Family" means grandparents, great-grandparents, grandparents-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, aunts, uncles, nieces, nephews, and legal guardian.

27.3 Time of Leave A full-time bargaining unit employee is entitled to bereavement leave following a death as shown in the following table:

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	<u>48 Hour</u>	<u>40 Hour</u>
For Immediate Family	72 Hours	40 Hours
For Extended Family	24 Hours	24 Hours

27.4 Statement Employees shall be required to furnish a satisfactory written signed statement to justify the use of bereavement leave. Requests for bereavement leave shall be in writing. Falsification of a request shall be grounds for disciplinary action including, but not limited to, dismissal.

27.5 Excess Hours Any hours taken in addition to the above permitted hours shall be charged against compensatory time accrued, vacation, personal leave, or sick leave.

Article 27 Tentatively Agreed: 1/19/2021**ARTICLE 28 INJURY LEAVE**

28.1 Injury Leave Injury Leave Pay Status may be granted to any City employee who suffers a disabling injury while at work and performing work-related duties. Injury Leave Pay Status will begin on the first 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 up to six (6) months (180 calendar days), whichever occurs first.

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.
- (b) The injury must prevent the employee from performing his/her normal duties.
- (c) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor.
- (d) Not have refused any transitional work duties offered by the City under the Transitional Work Program discussed in 28.9 below.
- (e) Timely comply with all administrative requirements of the City, Workers' Compensation, or the Industrial Commission.
- (f) Reports to his/her department head on the first regular work day of each pay period and inform the department head of his/her current medical status.
- (g) Release to the City all medical records pertaining to the injury's diagnosis, treatment, and therapy.
- (h) Comply with any additional reasonable requests that the Safety Service Director deems necessary in regard to the injury.

28.3 Physical Examination Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety Service Director, submit him/herself to a physical examination by a physician of the City's choice. The City shall pay for the physical examination. In the event the

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1 physician finds that such person is able to resume his/her duties, the employee may be ordered to
2 do so.

3
4 **28.4 Definition of Injury** Physical injury, for purposes of this Article, shall be defined as any
5 injury preventing the employee from performing his/her normal duties, but does not include stress.

6
7 **28.5 Separate payment** Injury Leave Pay Status is not to be deducted from the employee's
8 sick leave. After six (6) months (180 calendar days) from the date that Injury Leave Pay Status
9 began, if the employee is not able to return to work and perform duties in his/her usual capacity,
10 sick leave days must then be used. Injury Leave Pay Status applies to current injuries only.
11 Employees claiming recurring injuries from prior incidents are not covered for more than
12 remainder of the 180 calendar days initially used for the injury.

13
14 **28.6 Pay During Leave** Pay for Injury Leave Pay Status will be an amount equal to the
15 difference between Workers' Compensation and an employee's gross pay for a period of not more
16 than 180 calendar days from the date of the injury.

17
18 Inasmuch as Workers' Compensation payments are delayed, the City will continue to pay the
19 employee on a regular schedule. When Workers' Compensation checks are received by the
20 employee, the employee will reimburse the City for the amount of checks.

21
22 **28.7 Personal Leave** Any personal time accrued will be forfeited if the Injury Leave Pay
23 Status goes beyond the contract anniversary date. There will be no personal time carried over into
24 the next year.

25
26 **28.8 Transitional Work** Employees who are injured while at work and performing work-
27 related duties and are, as a result, temporarily unable to perform their normal duties, may be offered
28 transitional work duties under the department's Transitional Work Program. An injured employee
29 will be evaluated by a health care professional designated by the City to determine if the employee
30 is capable of performing transitional work duties.

- 31
32 (a) Transitional Work Program duties will be determined at the sole discretion of the Chief or
33 the Assistant Chief. Transitional Work Program duties may include adjusted work
34 schedules.
35 (b) Transitional Work Program duty assignments will not exceed ninety (90) calendar days
36 from when the employee is able to perform the work that is offered. At the conclusion of
37 this time period, the employee will either return to full duty or be removed from the
38 Transitional Work Program.
39 (c) An employee who does not accept a Transitional Work Program assignment will not be
40 eligible for Injury Leave pay under this Article for any period of time during which the
41 Transitional Work Program duties were made available. However, if an employee is still
42 unable to assume regular duties at the end of a 90-day transitional work duty assignment,
43 the employee will be eligible for Injury Leave Pay Status thereafter in accordance with the
44 terms of this Article

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(d) Employees who request to return to duty from transitional work may be required as a condition of return to submit a medical release or submit to an examination to determine that they are able to perform the essential functions of their classification.

28.9 Use of Sick Leave Employees disabled shall exhaust their accumulated time off after their Injury Leave Pay Status is over. Employees disabled at that point, that are unable to resume their normal work duties, may be placed on unpaid leave for up to one (1) year from the date that Injury Leave Pay Status began. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

Section 28.10 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.

An employee who is disability separated may grieve their separation. An employee who is disability separated may, within 2 years of date of separation, be reinstated if the employee is able to establish they are able to perform the material and substantial duties or essential functions of their position.

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.

Any decision regarding disability separation may be appealed through the grievance and arbitration procedure if a bargaining unit employee believes there has been a breach, misinterpretation, or improper application of this process.

Article 28 Tentatively Agreed: 1/19/2021

ARTICLE 29 LATERAL TRANSFERS, ADVANCE STEP PLACEMENT 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 compensatory time for each hour actually worked between 8:00 a.m. and 4:00 p.m.~~

29.1 Lateral Transfers / Advance Step Placement The Employer may laterally transfer certified Firefighter / Paramedics from another Ohio employer to a position as a Firefighter / Paramedic provided that the employee has a valid Firefighter and EMT-Paramedic certifications, is 41 years of age or less at time of employment, and serves as probationary period provided in this Agreement. The lateral transfer will not be considered as an initial hire as the Firefighter/Paramedic will be required to document his/her prior service as a Firefighter / Paramedic. The Employer may place the Firefighter/Paramedic at an advanced step in the pay

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scale based on the full-time service of the officer in another fire department performing as a Firefighter / Paramedic up to step 3.

Article 29 Tentatively Agreed: 1/19/2021

ARTICLE 30 TRAINING PROGRAMS

30.1 In-Service Training 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.

30.2 Out-Service Training With written approval of the department head 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 or her occupational employment, including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full for each subject to the bargaining unit member on the following conditions:

- (a) A bargaining unit member must have obtained a passing grade on each subject and present 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 employee 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 one hundred twenty (120) days, the cost of the failed training will be deducted from their pay.

30.3 Out-Service Defined The term out-service 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.

30.4 Time in Training Weeks When an employee is placed on a modified 40 hour work schedule because of schooling, the employee will work his regular scheduled shift after completion of his course. If this results in the employee returning to work on a Friday, Saturday, or Sunday and the employee actually works over 48 hours in that work week, the hours in excess in that work week shall be paid at overtime for worked over 48 hours.

Article 30 Tentatively Agreed: 11/13/2020

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ARTICLE 31 HOSPITALIZATION AND MEDICAL INSURANCE

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 insurance and a prescription drug card will include \$1000 single and \$2000 family deductible plan and a drug card plan.
- (b) Dental insurance will be provided through the City's self-insured plan. Dental coverage is being provided at the same level of benefits as was provided through the 2015-2017 contract.

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.

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 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 present.

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.

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.

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 provisions of the Wellness Program in Article 31.4.

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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 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 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 this Article 31.4 are inconsistent with the amended law, then the inconsistent provisions in this 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. The health screening will measure the following health indicators:

- (i) tobacco use (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 contributions 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 annual health screening and premiums shall be affected as follows.

- (a) If either the member or the covered spouse fails to complete the annual health screening by the contract year, then the member's premium contribution shall be increased to 25% effective the following January 1st.
- (b) 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 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

	<u>Single</u>	<u>Family</u>
Non nicotine user - pass all 3 tests.....	\$25.00	\$60.00
Non nicotine user - pass 2 tests.....	\$15.00	\$50.00
Non nicotine user - pass 1 test	\$10.00	\$40.00

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Nicotine user - pass all 3 tests.....	\$10.00	\$20.00
Nicotine user - pass 2 tests.....	\$7.00	\$15.00
Nicotine user - pass 1 test	\$5.00	\$10.00

Tests in this section shall include blood pressure, cholesterol (LDL) and glucose A1c.

31.5 Copy of Plan Documents The City will provide the Union President with a copy of the plan documents for the major medical, dental, and prescription drug card coverages.

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

31.7 Life Insurance After an employee works 180 days, he will be provided a fully paid \$15,000 group life insurance policy.

31.8 Liability All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums.

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

Article 31 Tentatively Agreed: 1/19/2021**ARTICLE 32 UNIFORMS**

32.1 Standard Uniform The department head shall prescribe the standard uniform for fire department personnel.

32.2 Fire Department Each uniformed member of the Fire Department shall be entitled to an allowance for uniforms as required, up to and not to exceed;

\$700.00.....	for initial purchase
\$425.00.....	for each calendar year thereafter
Class 'A' Uniform	The City will cover the expenses on a one-time basis and any other changes or modifications made to the uniform.

32.3 Class A Uniforms Fire Department Class A and Class B uniforms will be cleaned and maintained at the City's expense. In the event that a Class C uniform becomes contaminated the Class C uniform may be cleaned at the City's expense.

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32.4 Personal Property The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct result of the employee's performance of his official duties. Such reimbursement shall not exceed one hundred and fifty dollars (\$150.00) per occurrence, except in the case of eyeglasses, for which the maximum reimbursement will three-hundred-dollars (\$300.00) per occurrence and shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

Date: Tentatively Agreed: 11/13/20

ARTICLE 33 WAGES

33.1 The wages of Fire Department employees are outlined in Appendix A. The wage increases during the life of this agreement shall be as follows:

Effective 1/1/2021 2%.

Effective 1/1/2022 1%.

Effective 6/1/2022 1%.

~~Wage increase of 2% effective April 8, 2018, with a lump sum payment of \$250.00 paid within thirty (30) days of full execution (only taxes deducted, no retirement)~~

~~Reopener for base wages only; to take place February 1, 2019 with negotiation period to be for thirty (30) days; if not settled then impasse proceedings will apply.~~

Article 33 Tentatively Agreed: 1/19/2021

ARTICLE 34 DUAL CERTIFICATION

34.1 Pay Supplements All full-time bargaining unit employees of the Fire Department who are Firefighter/Paramedic (individuals who are dual certified and are working for the department as a Firefighter/Paramedic) shall receive a pay supplement for the dual certification as follows:

(1) 48 hour per week employees \$0.71 per hour

(2) 40 hour per week employees \$0.85 per hour

This is a pay supplement and is not a part of the base pay.

Article 34 Tentatively Agreed: 11/13/20

ARTICLE 35 LONGEVITY

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35.1 Longevity Supplement Each employee will receive a longevity supplement to the hourly pay rate of five (\$.05) cents per hour, per year of service with the City of Mount Vernon, to be paid beginning with the completion of the fifth (5th) year of employment. (Example: Beginning the sixth (6th) year of service, a member would receive twenty five cents (\$.25) per hour, and at the completion of each successive year, the member would receive an additional five cents (\$.05)).

35.2 Longevity Not Used for Calculations of Wage Increases 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 Tentatively Agreed: 11/13/20

ARTICLE 36 MANDATORY RETIREMENT

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

Article 36 Tentatively Agreed 1/19/21

ARTICLE 37 OP&F CONTRIBUTIONS

Upon approval from the Funds, the City will subtract the employee's contribution from their gross pay before taxes are deducted.

Article 37 Tentatively Agreed: 11/13/20

ARTICLE 38 SUBCONTRACTING

38.1 Ability to Subcontract 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 in affected classifications are recalled if any were laid off;
- (b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks, or in the case of forty-eight (48) hour employees, those bargaining unit members are working twenty-four (24) hour work days and forty-eight (48) hour work weeks;
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract or its intent to ask for legislation to subcontract any services

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- and has allowed the Union to be heard at a public meeting of the City Council of Mt. Vernon, Ohio, on such matters before a decision was made;
- (d) There is an unforeseeable emergency or catastrophic situation that would deem such action; however, this subcontracting shall not continue for more than thirty (30) days.

38.2 Abolishment of Positions/Layoff 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.

Article 38 Tentatively Agreed: 11/13/20

ARTICLE 39 FAMILY AND MEDICAL LEAVE

The City shall offer employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993. Any paid or unpaid leaves 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 violation of the FMLA shall be resolved through the grievance/arbitration procedure.

Article 39 Tentatively Agreed: 11/13/20

ARTICLE 40 LEFT INTENTIONALLY BLANK

Article 40 Tentatively Agreed: 11/13/20

ARTICLE 41 LEAVE OF ABSENCE

41.1 Leave of Absence The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months.

41.2 Return from Leave of Absence An employee who fails to return to duty within two (2) working days of a completion or a valid cancellation of such leave may be terminated.

Article 41 Tentatively Agreed: 11/13/20

ARTICLE 42 EVALUATIONS

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

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Article 42 Tentatively Agreed: 11/13/20

ARTICLE 43 STAND-BY PAY

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

43.2 COMPENSATION. 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.

Overtime pay on stand-by shall be paid as a regular "blended" rate that is equal to the average of the firefighter's base rate and the twenty-five percent (25%) stand-by rate.

- Example:
1. Firefighter's regular base rate = \$20.00/hour
 2. Firefighter's stand-by 25% rate = \$5.00/hour
 3. Regular blended rate for stand-by overtime
= \$20.00 + \$5.00 / 2 = \$12.50/hour blended rate

Article 43 Tentatively Agreed: 11/13/20

ARTICLE 44 TUITION REIMBURSEMENT

44.1 Tuition Reimbursement Each member shall be eligible for reimbursement of tuition, course fees, books, 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.

44.2 Scheduling Courses All courses should be taken outside of scheduled working hours. If necessary, however, members may attend classes during normally scheduled work hours without loss of pay, up to a maximum of six hours per day, but those hours will not count toward overtime. All scheduled hours of courses of instruction must be filed with the Fire Chief 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.

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44.3 Financial Assistance Employees must file for any available financial assistance for which they may be eligible from any governmental or private agency. If a member's tuition is fully covered by another governmental or private agency, the member is not entitled to any payment from the City. If outside financial assistance is received, but the full tuition is not covered, the outside financial assistance will be applied first, and the City will reimburse up to \$2,000 for the remaining portion.

44.4 Limits on Payments No reimbursement will be granted for paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees, lab fees and books.

44.5 Reimbursement Should a member resign from the Fire Department within twenty-four (24) months of taking any course reimbursed under this Article, 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 44 Tentatively Agreed: 11/13/20

ARTICLE 45 LAYOFF PROCEDURE

Members will be laid off in the classification that is being eliminated or reduced in order of Departmental seniority, from least senior to most senior.

For purposes of layoff, Firefighter/Paramedic and Firefighter/EMT shall be considered a single classification.

Article 45 Tentatively Agreed: 11/13/20

ARTICLE 46 PART-TIME FIREFIGHTERS

46.1 Use of Part-Time Fighters Part-time firefighters are not members of the bargaining unit and are not covered by the terms of this Agreement. The City recognizes that on the points covered in this Article, the use of part-time firefighters can have an effect on the terms and conditions of employment of bargaining unit employees. Therefore, the following conditions will apply concerning the use of part-time firefighters.

- A. All part-time firefighters must be firefighter and ~~paramedic-EMT~~ trained and certified at the time they begin work in the department.
- B. The ratio of part-time to full-time firefighters on daily staffing will not exceed 1:3.
- C. Part-time firefighters will not be assigned to ride in charge of fire apparatus.
- D. Part-time firefighters will not be counted towards minimum staffing requirements, although a part-time firefighter on duty will count as personnel on station for purposes of emergency overtime call-in procedures.

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- E. Overtime for part-time firefighters will occur only in situations when on-going emergency operations are not completed at the end of that person's scheduled shift.

Article 46 Tentatively Agreed: 1/19/2021

ARTICLE 47 DURATION OF AGREEMENT

47.1 Duration This Agreement shall be effective as of January 1, ~~2021~~ 2018, and shall continue in full force and effect through midnight, ~~December 31, 2022~~ June 30, 2020. 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.

47.2 Successor Negotiations 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 by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

47.3 Exclusive Document The wages, hours, terms and conditions of employment in this Agreement are neither modified nor appended or included by other related specifications under state and local laws which have not been addressed in this Agreement.

47.4 Complete 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, except as provided in 44.5.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

47.5 Invalidity In the event any Article, Section or appendix is declared illegal, this contract shall be reopened on such Article, Section or appendix. 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.

Article 47 Tentatively Agreed: 1/19/2021

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APPENDIX A**Wage Table**

	<u>Effective 1/1/21</u>	<u>Effective 1/1/22</u>	<u>Effective 6/1/22</u>
Fire Captain	\$27.44	\$27.71	\$27.99
Fire Lieutenant	\$25.83	\$26.09	\$26.35
Firefighter & Paramedic:			
Training Period	\$19.64	\$19.84	\$20.04
Six Months	\$20.36	\$20.56	\$20.77
1 Year	\$21.22	\$21.43	\$21.64
2 Years	\$22.00	\$22.22	\$22.44
3 Years	\$22.76	\$22.99	\$23.22
4 Years	\$23.68	\$23.92	\$24.16
5 Years	\$24.49	\$24.73	\$24.98
EMS Training Coordinator	\$30.98	\$31.29	\$31.60
Fire Prevention Officer	\$30.67	\$30.98	\$31.29

~~* For the dates of January 1, 2018 through April 7, 2018 all employees covered in the positions listed above shall receive a stipend in the amount of two hundred fifty dollars (\$250.00) in lieu of retro pay.~~

~~TBD - To Be Determined.~~

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IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives this ____ day of _____, 2021.

FOR THE CITY OF MOUNT VERNON	Signatures
Matthew Starr Mayor	
Richard S. Dzik Safety Service Director	
Terry Scott Auditor	
<u>Approved as to Form:</u> P. Robert Broeren Law Director	

FOR THE IAFF	Signatures
Jack Carter Union President	
Todd Davis Committee Member	
Joe Jurkowitz Committee Member	
Tim Rose Committee Member	

ADOPTED BY CITY COUNCIL ORDINANCE NO. 2021-__