Legislative Session Minutes

July 25, 2022

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
July 25, 2022

5:30-5:48 p.m.	Executive session: Union negotiations	Employee & Community Relations Francis
5:52-6:05 p.m.	Lime sludge	Utilities Woods
6:05-6:19 p.m.	Pickleball	Parks & Lands Keener
6:20-6:23 p.m.	Tree-planting regulations	Planning & Zoning Hillier
6:23-6:31 p.m.	Residential conditional use, O-I zones	Planning & Zoning Hillier
6:45-7:08 p.m.	Public hearing: OES Home project	Planning & Zoning Hillier
7:30 p.m.	City Council Legislative Meeting	Ref: Agenda

- 07-25-22 Committee Meeting Schedule
- Mount Vernon Codified Ordinances Chapter 1141
- OES Design Plan

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

Attendee	Title	Status
John Francis	Second Ward	Present
Mike Hillier	Fourth Ward	Present
Josh Kirby	Board Member	Present
Tammy Woods	Third Ward	Present
Amber Keener	At Large	Present
Mel Severns	Councilman	Present
Bruce Hawkins	President	Present
Janis Seavolt	At Large	Excused

Woods made a motion to excuse Seavolt, with a second by Keener. Motion to excuse approved by a voice vote of 6-0.

INVOCATION

Chaplain Dave Matos, Hospice of Knox County

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Jul 11, 2022 7:30 PM

Woods made a motion to accept the minutes from Council's Legislative Session of July 11, 2022, with a second by Francis. Motion passed by a voice vote of 6-0.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tammy Woods, Third Ward
SECONDER:	John Francis, Second Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Seavolt

RECEIVE PETITIONS AND COMMUNICATIONS

None.

RECEIVE COMMITTEE REPORTS

Council accepted without comment the minutes for two Planning and Zoning Committee meetings of July 11, 2022, two Utilities Committee meetings of July 11, 2022 and a Streets and Public Buildings Committee meeting of July 11, 2022.

- 07-11-22A Planning and Zonning Committee Meeting Minutes
- 07-11-22A Utilities Committee Meeting Minutes
- 07-11-22B Utilities Committee Meeting Minutes
- 07-11-22 Streets and Public Buildings Committee Meeting Minutes
- 07-11-22B Planning & Zoning Committee Meeting Minutes

LIQUOR CONTROL LICENSE

None.

PROCLAMATION

None.

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

Vicki Fitzgerald spoke in opposition to the City's purchase of four downtown properties for the relocation of the Municipal Court and other City offices. She expressed concern about the loss of historical features, contended that downtown business owners are concerned about the City's plans, and said the City has not been transparent about its intentions.

Phyllis Williams, representing the Knox County Landmarks Foundation, also spoke in opposition to the City's purchase of the downtown properties. She asked that developers save the facades of the structures there, suggested other sites for the Municipal Court, and asked who the architect for the project would be and about the plan's

timetables. Law Director Rob Broeren responded that no architectural renderings have been drawn up yet, and that the first of several press releases on the topic would be distributed the next day now that the last property closings had been completed.

Mallory Dubois of Belmont Avenue complained about speeding on her street.

Lyle Daniels, 11720 Old Delaware Road, Clinton Township, said there had been a spill of lime sludge onto his property, and asked that the City suspend removal of lime from the lagoons. He claimed that the City did not have a permit from the EPA for the removal, and said a soil sample taken earlier that day found trace amounts of heavy metals.

RESOLUTIONS FOR THIRD READING

RESOLUTION NO. 2022-62

A RESOLUTION APPROVING THE PND COMPREHENSIVE DEVELOPMENT PLAN AS SUBMITTED BY THE OHIO EASTERN STAR HOME AND APPROVED BY THE MOUNT VERNON MUNICIPAL PLANNING COMMISSION FOR 1451 GAMBIER ROAD, PARCEL #66-09656.000; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Severns

Hillier made a motion to adopt Resolution No. 2022-62, with a second by Severns. Hillier thanked Ohio Eastern Star Home for its efforts in working with the City. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Mel Severns, Councilman
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Seavolt

RESOLUTIONS FOR SECOND READING

None.

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2022-69

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

Finance and Budget: Seavolt, Kirby

Kirby made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-69, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Kirby made a motion to adopt Resolution No. 2022-69, with a second by Woods. Auditor Terry Scott commented on the legislation. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Kirby, Board Member
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Seavolt

RESOLUTION NO. 2022-70

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

Finance and Budget: Seavolt, Kirby

Kirby made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-70, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Kirby made a motion to adopt Resolution No. 2022-70, with a second by Woods. Auditor Terry Scott commented on the legislation. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Kirby, Board Member
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Seavolt

ORDINANCES FOR THIRD READING

None.

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2022-24

AN ORDINANCE TO REVISE THE PROCESS TO GRANT A RESIDENTIAL CONDITIONAL USE FOR PROPERTIES LOCATED IN OFFICE-INSTITUTIONAL ZONES; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Severns

Ordinance No. 2022-24 was given a second reading. The Planning and Zoning Committee chair requested a 10-minute committee meeting on the ordinance for Aug. 8, 2022.

RESULT:	**SECOND READING**	**Next: 8/8/2022 7:30 PM**

ORDINANCES FOR FIRST READING

ORDINANCE NO. 2022-25

AN ORDINANCE TO AMEND APPENDIX II “FINAL PLAT CHECK LIST” OF PART ELEVEN, TITLE 3 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON, AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Severns

Hillier made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-25, with a second by Severns. Motion to suspend passed by a roll-call vote of 6-0. Hillier made a motion to adopt Ordinance No. 2022-25, with a second by Severns. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Mel Severns, Councilman
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Seavolt

O R D I N A N C E N O . 2 0 2 2 - 2 6

AN ORDINANCE AUTHORIZING THE HISTORIC REVIEW COMMISSION OF THE CITY OF MOUNT VERNON, OHIO TO DECLARE PROPERTY LOCATED WITHIN THE CITY TO BE HISTORIC AND ELIGIBLE FOR EXTENDED COMMUNITY REINVESMENT AREA TAX EXEMPTIONS, AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Severns

Ordinance No. 2022-26 was given a first reading. The Planning and Zoning Committee chair requested a 15-minute committee meeting on the ordinance for Aug. 8, 2022.

RESULT:	**FIRST READING**	**Next: 8/8/2022 7:30 PM**

O R D I N A N C E N O . 2 0 2 2 - 2 7

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2022; AND FURTHER AMENDING THE TERMS OF THAT AGREEMENT BY A MEMORANDUM OF UNDERSTANDING, AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Francis, Hillier

Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-27, with a second by Hillier. Motion to suspend passed by a roll-call vote of 6-0. Francis made a motion to adopt Ordinance No. 2022-27, with a second by Hillier. Safety-Service Director Rick Dzik detailed the highlights of the City's new contract with the Fraternal Order of Police, and Francis characterized the contract as a win for both the City and union. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Seavolt

REMARKS FROM THE ADMINISTRATION

Mayor Matt Starr congratulated Helen Snyder on her 100th birthday, and noted that the Knox County Fair is occurring this week.

REMARKS FROM COUNCIL

Keener thanked resident Curtis Casto for taking it upon himself to clean a portion of Riverside Park, and noted that the next First Friday will be Aug. 5. Woods asked for clarification on whether the City had a permit or authorization from the Ohio EPA to remove lime sludge from the lagoons. Hillier thanked Cheryl Splain of Knox Pages for her work at the Knox County Fair. Francis thanked the evening's speakers for attending. Severns also thanked the evening's speakers for attending, and noted that on a recent trip he found gas prices to be higher in the northeastern U.S. than in Mount Vernon.

ADJOURN AT THE CALL OF THE PRESIDENT

Woods made a motion to adjourn, with a second by Keener. Meeting adjourned at 8:19 p.m.

_____ _____

Bruce E. Hawkins, President of Council Todd Hill, Clerk of Council

CD on file/th

PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

FOR MORE INFORMATION, CONTACT:
Todd Hill, Clerk of Council
740-393-9517 Fax: 740-397-6595

FOR IMMEDIATE RELEASE
July 20, 2022

Mount Vernon City Council
Committee Meeting Schedule
July 25, 2022

5:30-5:50 p.m.	Executive session: Union contract negotiations	Employee & Community Relations Francis
5:50-6:00 p.m.	Lime sludge	Utilities Woods
6:00-6:20 p.m.	Pickleball	Parks & Lands Keener
6:20-6:30 p.m.	Tree-planting regulations	Planning & Zoning Hillier
6:30-6:45 p.m.	Residential conditional use in O-I zones	Planning & Zoning Hillier
6:45-7:15 p.m.	Public hearing: Ohio Eastern Star Home project	Planning & Zoning Hillier
7:30 p.m.	City Council Legislative Meeting	Ref: Agenda

The above listed meeting will be held to discuss the above items; but will not be limited to those listed.
Mount Vernon News - WMVO - WNZR – City Hall Bulletin Board

CHAPTER 1141

Tree Planting Regulations

1141.01 Title.
1141.02 Purpose.
1141.03 Definitions.
1141.04 Tree preservation.
1141.05 Advisory meeting with Shade Tree Commission.
1141.06 Procedure.
1141.07 Tree lawn planting regulations.

CROSS REFERENCES

Power to regulate shade tree and shrubbery - see Ohio R.C. 715.20
Assessments for tree planting or maintenance - see Ohio R.C. 727.011

1141.01 TITLE.

This chapter shall be known as the New Subdivision Tree Planting Regulation of the City of Mount Vernon, Ohio and shall apply to all zoning districts being developed in the City.
(Ord. 2005-34. Passed 12-12-05.)

1141.02 PURPOSE.

The purpose of the new subdivision tree planting regulation is to promote and protect the public health, safety and welfare through the preservation and protection of the environment by recognizing the vital importance of tree growth in the ecological system. It is further the purpose of this chapter to specifically promote the preservation and replacement of major trees removed in the course of land development, and to regulate tree planting in the tree lawns along public streets in new subdivisions.
(Ord. 2005-34. Passed 12-12-05.)

1141.03 DEFINITIONS.

(a) "Tree planting" means the use of trees in landscaping.
(b) "Major tree" means a living tree with a trunk diameter of at least six inches, measured at a point four and one-half feet above the existing grade at the base of the tree.
(c) "Shade Tree Commission" means the established three member commission regulated under Chapter 141.01 of the City's Codified Ordinances.
(d) "Safety-Service Director" means the position established under Chapter 129 of the City's Codified Ordinances or his assistant or duly authorized designee for the purposes of carrying out the intent of these regulations.
(e) "Tree lawn" means the City right-of-way between the back side of the curb or edge of pavement and the street side of the sidewalk or front property line.
(f) "Planning Commission" means the same as that described in Chapter 1131.03 (k) of the City's Codified Ordinances.
(g) "Preserved" means to not be removed.
(Ord. 2021-33. Passed 8-9-21.)

1141.04 TREE PRESERVATION.

All major trees shall be preserved unless exempted, as follows:
(a) The tree will be located within a public right-of-way or easement.
(b) The tree is located within the area to be covered by proposed structures or within twenty feet from the perimeter of structures, and the proposed structures cannot be located in a manner to avoid removal of the tree.
(c) The tree will be located within a proposed driveway designed to service a single family home.
(d) The tree is damaged or diseased.
(e) The tree is an undesirable species in its present location.
(f) The tree interferes with the proper development of the plat as a whole.

If a major tree is removed, and if necessary to comply with the purposes of this chapter, the developer shall propose planting a replacement tree.
(Ord. 2021-33. Passed 8-9-21.)

1141.05 ADVISORY MEETING WITH SHADE TREE COMMISSION.

Before preparing a tree planting plan and submitting it to the Planning Commission for approval, the developer shall meet and consult informally with the Shade Tree Commission for the purpose of determining the location of all major trees and which, if any, major trees are sought to be removed and the location, size and description of trees which will be planted to comply with this chapter. This informal review shall prevent unnecessary and costly revisions in the layout and development of the subdivision.

When preparing and reviewing subdivision plans and tree planting plans, good faith effort shall be made to preserve natural vegetation areas. Streets, lots, structures and parking areas shall be laid out to avoid the unnecessary destruction of heavily wooded areas or outstanding tree specimens. Developers of land are encouraged to designate heavily wooded areas as park reserves.
(Ord. 2021-33. Passed 8-9-21.)

1141.06 PROCEDURE.

(a) After meeting informally with the Shade Tree Commission, the developer shall cause to be prepared a tree planting plan for the site, which shall include:
(1) The present location and size of all major trees, with a designation of major trees sought to be removed.
(2) The location, size, and description of trees proposed to be placed on the plat in order to comply with this chapter.
(b) The Planning Commission shall either approve or disapprove all new subdivision tree planting plans within thirty days of their filing.
(c) No variance, zoning certificate, conditional use permit, or final subdivision plat approval by the Planning Commission shall be granted or issued until the new subdivision tree planting plan has been approved.
(d) Bonding. Depending upon conditions relating to the season of the year, the size of the proposed development, the complexity of the tree planting plan, and the developers time schedule, the City reserves the right to require a performance bond equal to the approximate cost of tree planting to assure that all required improvements shall be completed within two years of the acceptance of the final subdivision plat by the City.

(Ord. 2021-33. Passed 8-9-21.)

1141.07 TREE LAWN PLANTING REGULATIONS.

(a) Each new subdivision City block tree lawn is to be planted with a single variety on both side of the street. Succeeding blocks may be assigned a different tree variety. Extremely long blocks may have a variety change in mid-block.

(b) The normal spacing between trees on the tree lawn is fifty feet. The exceptions to this rule would be the columnar types and small ornamentals such as upright crab apples, where the spacing could be reduced. Upright types are used mainly on narrow tree lawns or where there is minimal space for crown development.

(c) Trees shall typically be centered between the back of the curb and the street-side edge of the sidewalk. Some exceptions:

(1) Wide tree lawns allowing trees to be moved towards the sidewalk;

(2) Cul-de-sacs where no sidewalks will be installed;

(3) If utilities have installed a number of lines and cables immediately back of the curb.

(d) Trees planted along the tree lawn to the right or left of the approach to an intersection must not impede vision of pedestrians, bicyclists, street signs, and motor vehicles. Adequate line-of-sight distance must be given to tree lawn signs (school crossing, parking etc.) in order that the later sign clearance trimming can be kept to a minimum. Greater line-of-sight distances shall be provided at railroad crossings.

(e) New subdivision plantings are to be placed no closer than five feet from gas and water shut-offs, driveways, fire hydrants, and property lot lines. All utility companies must be notified prior to any new subdivision tree lawn planting. List all planting locations and note the depth of the planting holes and equipment to be used.

(f) Recommended street trees are listed in an official Shade Tree Commission publication guide available in the City Safety-Service Director's Office. The mature height and spread of a given tree type will determine the planting distance from a street light. The developer should also consider height of overhead wires, tree lawn width, and soil types.

(g) Trees required to be planted by this section must be planted within two years of approval of the final subdivision plat by the City.

(Ord. 2005-34. Passed 12-12-05.)

7/20/2022 11:55 AM c:\clients\active\eq\eq001\design\drwrg\exhibits\eq001_north site layout & new gambier road exhibit 22-07-08.dwg mpenner

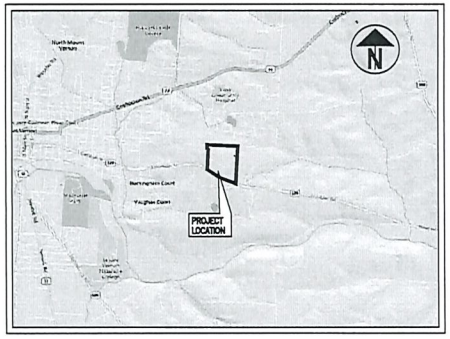
1	JOB NUMBER: EQ1001	THE OHIO EASTERN STAR HOME CITY OF MOUNT VERNON, KNOX COUNTY, OHIO NORTH SITE LAYOUT EXHIBIT	HULL Environment / Energy / Infrastructure	Hull & Associates, LLC 50 Grant Street Newark, OH 43055 Phone: (740) 344-9451 Fax: (614) 362-0023 www.hullinc.com	NO. / PLAN ISSUE/REVISION / REV. BY / DATE	DRAWN VGM CHECKED AES DATE 07/20/2022	0 50 100 HORIZONTAL SCALE IN FEET	N

Communication: OES Design Plan (Committee Meetings)

DEVELOPMENT DESIGN PLAN FOR:

THE OHIO EASTERN STAR HOME

CITY OF MOUNT VERNON, KNOX COUNTY, OHIO



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

TITLE SHEET ____ D0.00
EXISTING CONDITIONS ____ D0.01
SITE LAYOUT PLAN ____ D1.00-D1.01

PROJECT DESCRIPTION:

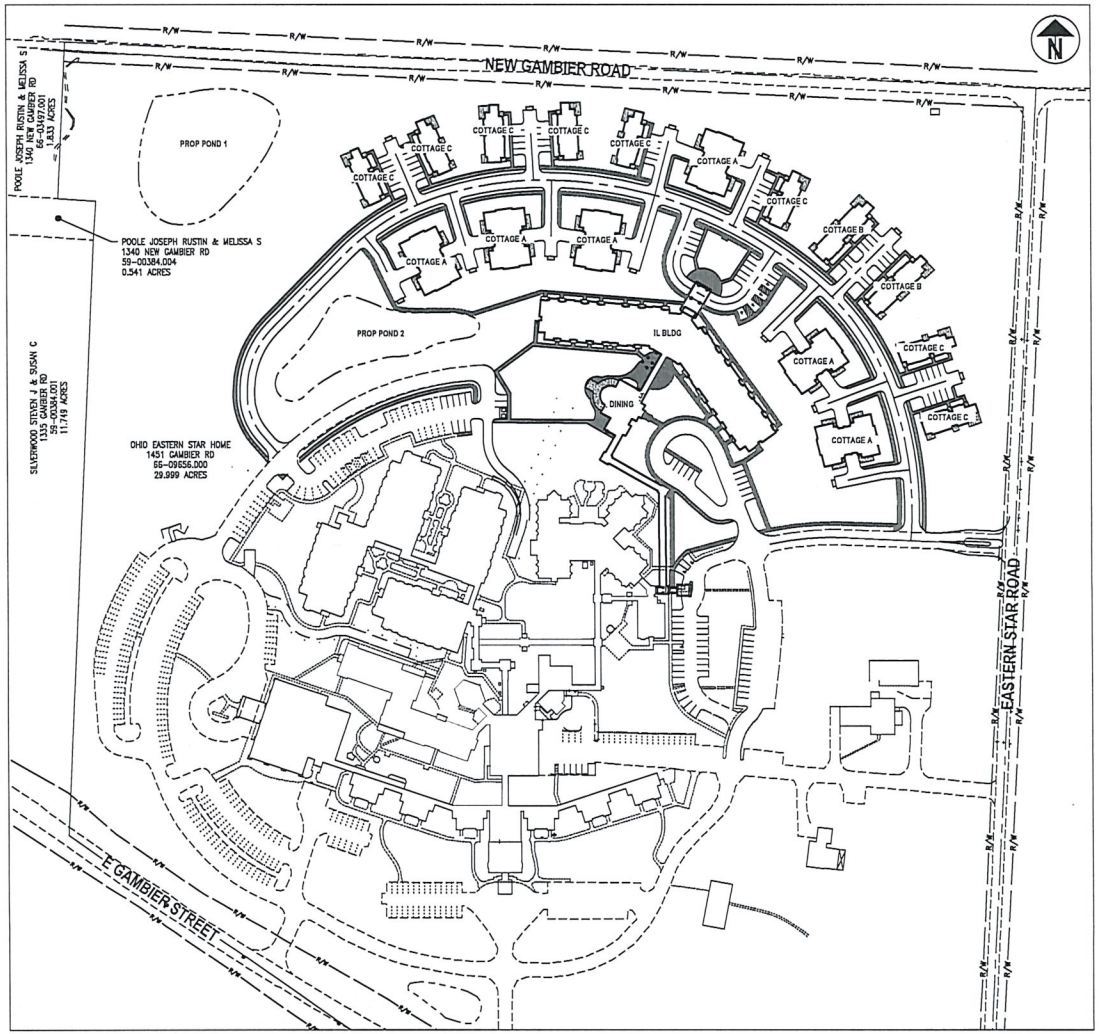
THE PROPOSED PROJECT IS LOCATED ON THE EXISTING PROPERTY OF OHIO EASTERN STAR AND PROPOSES TO EXPAND ONSITE LIVING FACILITIES AT THE NORTH END OF THE PROPERTY. THIS INCLUDES THE CONSTRUCTION OF SEVERAL INDEPENDENT LIVING COTTAGES, A MULTI-UNIT BUILDING WITH COMMON AREAS FOR RESIDENTS, A LOOP ROAD, AND PARKING AREAS.

SITE DATA

TOTAL ACREAGE	29.999 AC.
ZONING	PND - PLANNED NEIGHBORHOOD DISTRICT
STRUCTURE SETBACK	NO YARD REQUIREMENTS OR DISTANCES BETWEEN BUILDINGS ARE ESTABLISHED IN ORDER TO ENABLE CREATIVITY IN DESIGN.
PARKING REQUIRED	1 PARKING SPACE PER UNIT AND REGULAR SHIFT EMPLOYEE
PROPOSED PARKING PROVIDED	135
SURFACE	115 (4 ADA SPACES)
GARAGE	24
PROPOSED STRUCTURES	102,863 SF 7.87%
MINIMUM FLOOR AREA	700 SF PER UNIT
MAXIMUM FLOOR AREA	NOT LISTED
MAXIMUM BUILDING HEIGHT PERMITTED	35'
BUILDING HEIGHT PROPOSED	39'
EXISTING BUILDING COVERAGE	159,752SF / 12.2%
PROPOSED BUILDING COVERAGE	219,886SF / 16.8%

BUILDING UNIT SUMMARY

	1BR	2BR	UNITS
COTTAGE A - SIX (6) 4-UNIT (2BR)			
ATTACHED GARAGES	0	24	24
COTTAGE B - TWO (2) 4-UNIT (1BR + 2BR)	6	2	8
COTTAGE C - EIGHT (8) 3-UNIT (1BR + 2BR)	16	8	24
TWO STORY MULTI PURPOSE BUILDING, 40 UNITS	30	10	40
* FITNESS W/OUTDOOR EXERCISE AREA			
* WET BAR AND THREE SEASON ROOM			
* OPTIONAL DINING/BISTRO AREA W/PATIO			
DINING/LOUNGE BUILDING W/PRIVATE DINING ROOM			
TOTALS	52	44	96



LOCATION MAP
1"=100'

PLANS PREPARED BY:

HULL
Environment / Energy / Infrastructure

PROJECT OWNER

THE OHIO EASTERN STAR HOME
1451 GAMBIER ROAD
MOUNT VERNON, OH 43050
P: (740) 397-1706
F: (740) 392-1662

OHIO811.org Before You Dig

JAMES ROBERTS, PE 52927 DATE

NO.	PLAN ISSUE/REVISION	REV. BY	DATE
	Comprehensive Development Plan Submittal		05.19.22

DRAWN: VGM
CHECKED: AES
DATE: 05/19/2022

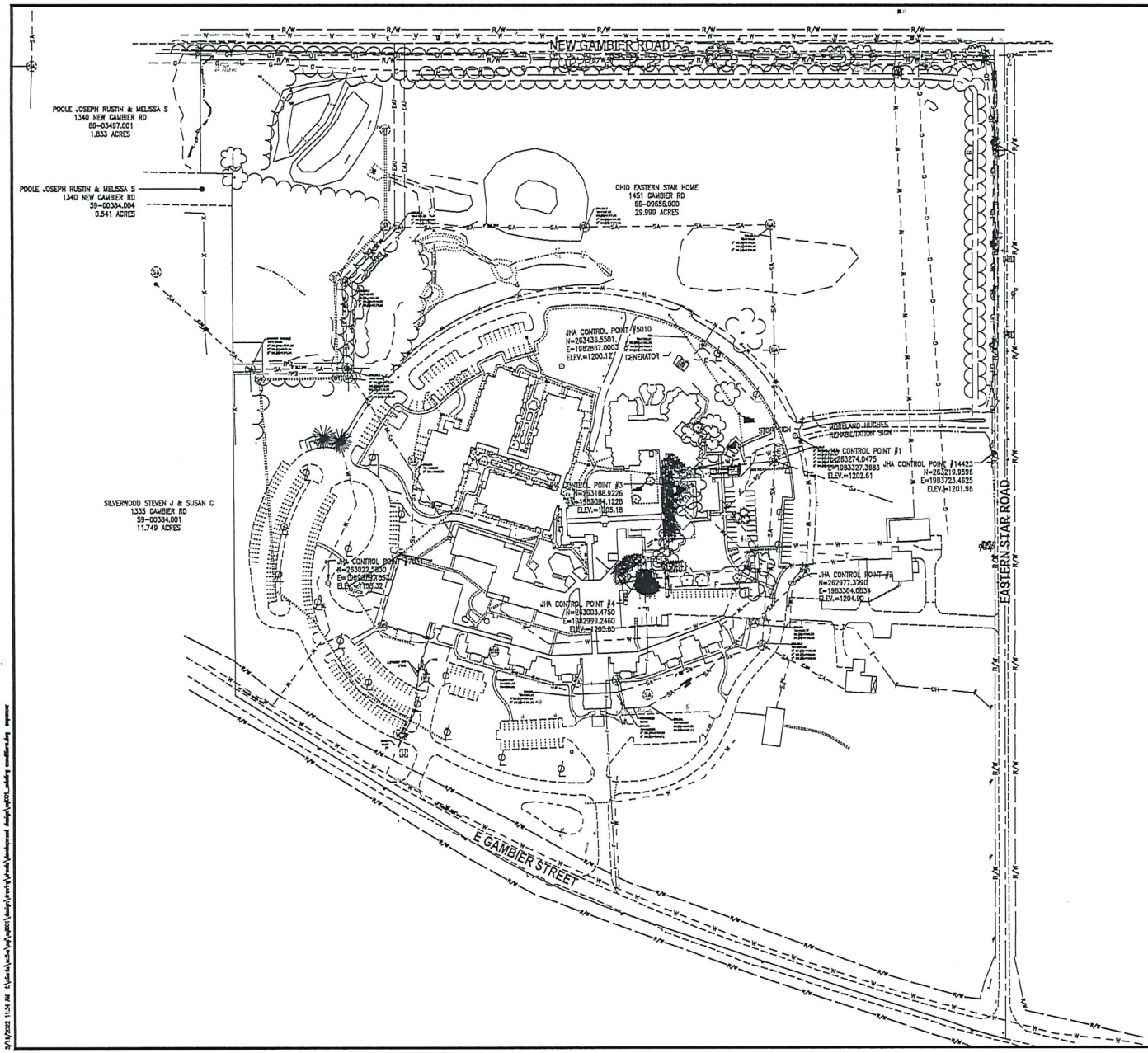
HULL
Environment / Energy / Infrastructure

THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO
TITLE SHEET

JOB NUMBER: EQI001

D0.00

5/19/2022 11:08 AM



SURVEYOR NOTES:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREIN ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83, GEOID09.

BENCHMARKS:

AS PER THE TOPOGRAPHIC SURVEY PREPARED BY JOBES HENDERSON & ASSOCIATES THE CONTRACTOR AND/OR HIS SURVEYOR SHALL BE RESPONSIBLE TO CROSS CHECK ALL CONTROL FOR DISTURBANCE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

BENCHMARK #1 - JHA CONTROL POINTIP # 7031 ELEVATION = 1198.32

BENCHMARK #2 - JHA CONTROL POINTIP # 5010 ELEVATION = 1200.12

NO.	PLAN ISSUE/REVISION	REV. BY	DATE
	Comprehensive Development Plan Submittal		05.19.22

DRAWN: NSM
CHECKED: AES
DATE: 05/19/2022

HULL & ASSOCIATES, LLC
10 East Gay Street
Columbus, Ohio 43215
Phone: (614) 364-5365
Fax: (614) 364-5369
www.hullinc.com

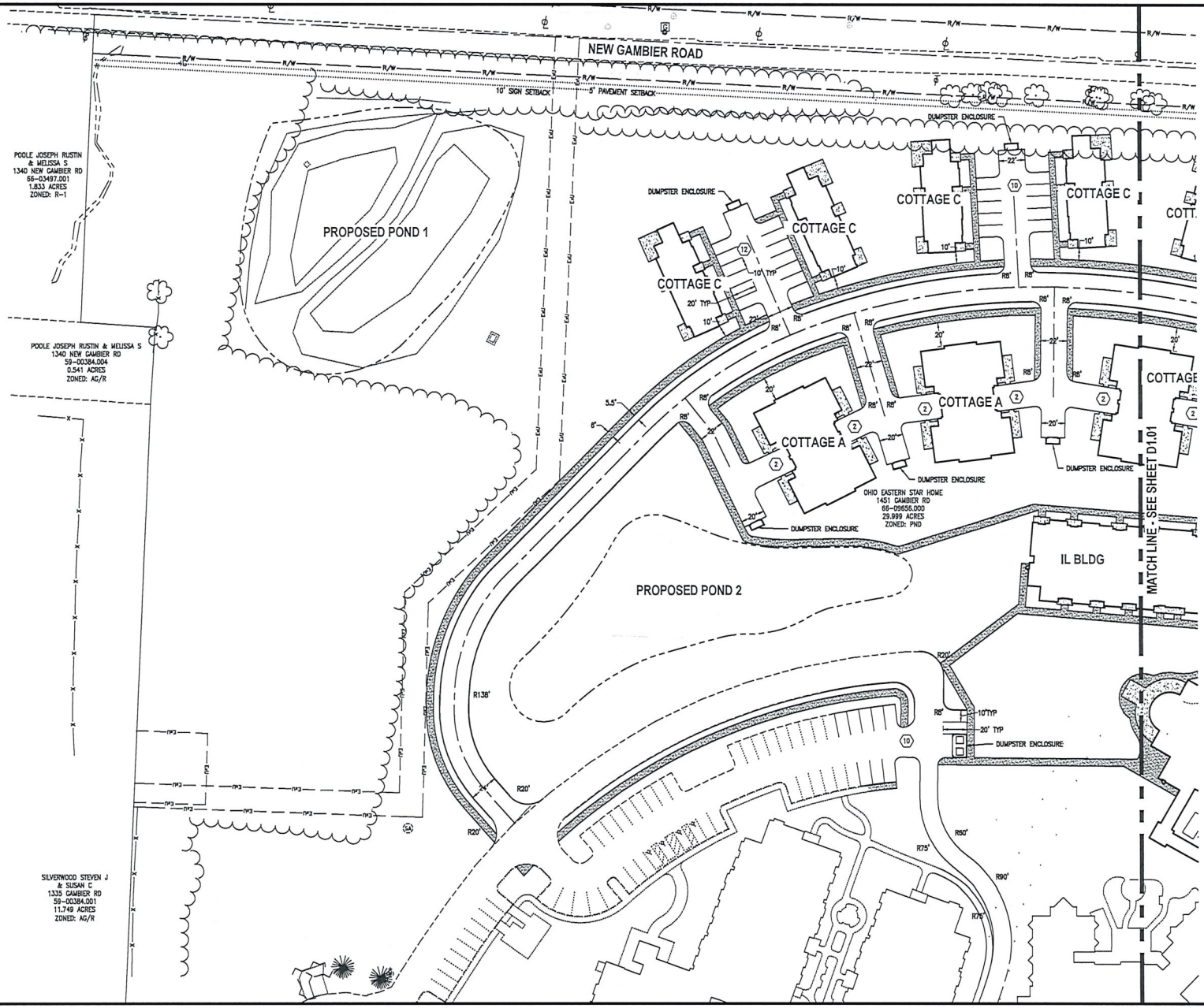
HULL
Environment / Energy / Infrastructure

THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO

EXISTING CONDITIONS

JOB NUMBER: EQI001

D0.01



NO.	PLAN ISSUE/REVISION	REV. BY	DATE
	Comprehensive Development Plan Submittal		05.19.22

DRAWN VRM
CHECKED AES
DATE 05/19/2022

HORIZONTAL SCALE IN FEET 0 40 80

HULL
Environment / Energy / Infrastructure

THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO
SITE LAYOUT PLAN

JOB NUMBER: EQI001

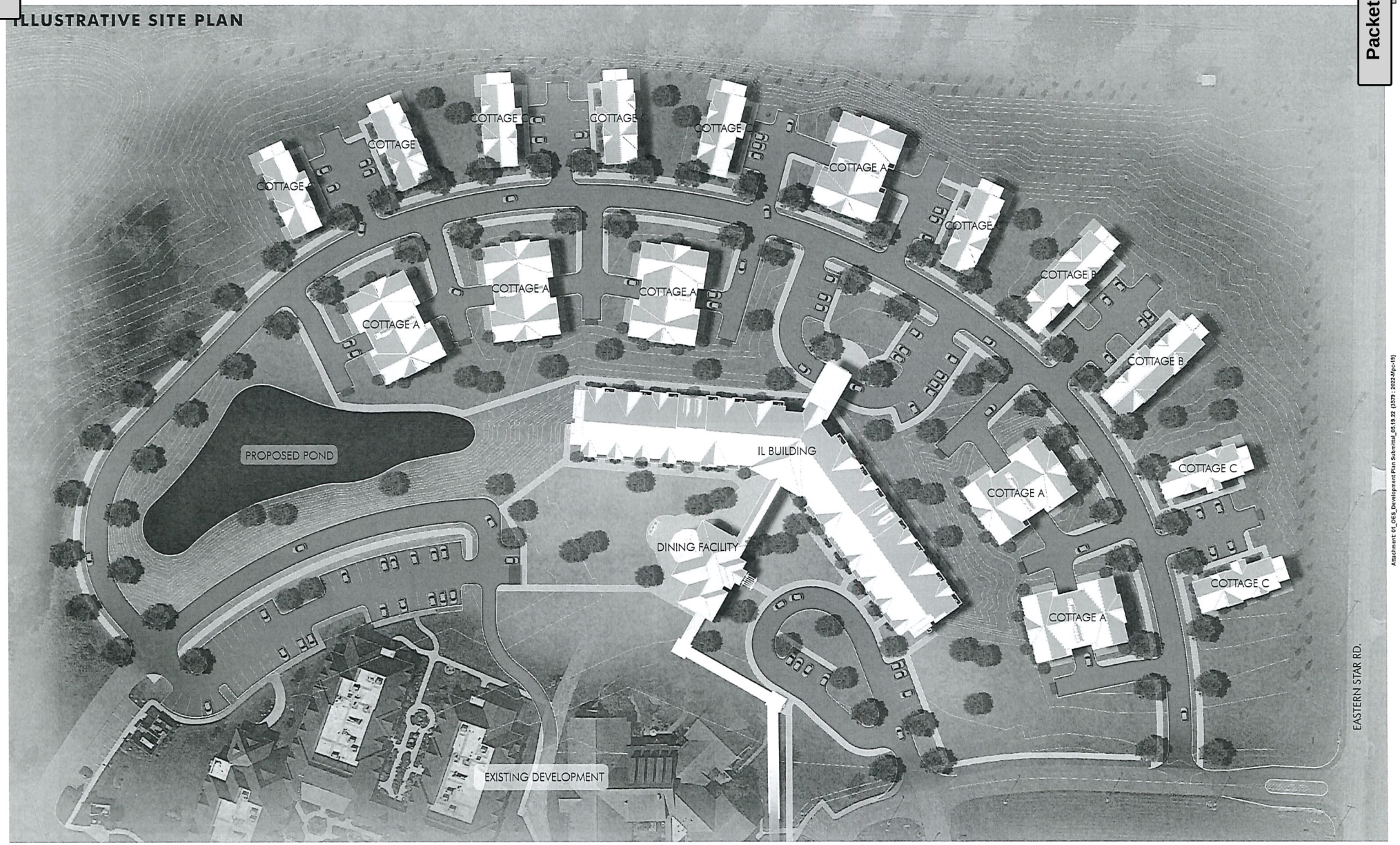
D1.00

D1.01	JOB NUMBER: EQ1001	THE OHIO EASTERN STAR HOME CITY OF MOUNT VERNON, KNOX COUNTY, OHIO SITE LAYOUT PLAN	HULL Environment / Energy / Infrastructure	NO.	PLAN ISSUE/REVISION	REV. BY	DATE
					Comprehensive Development Plan Submittal		05.19.22

DRAWN VGM
CHECKED AES
DATE 05/19/2022
HORIZONTAL SCALE IN FEET 0 40

Communication: OES Design Plan (Committee Meetings)

ILLUSTRATIVE SITE PLAN



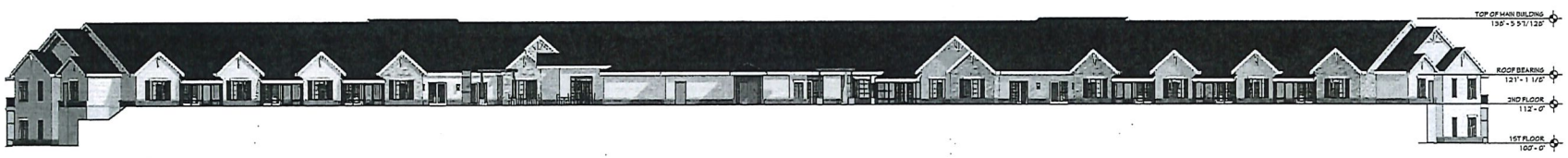
THE OHIO Eastern Star Home | ecs | verdantas

0 20' 40' 80'
SCALE: 1" = 40'-0"

Attachment 01_OES_Development Plan Submittal_05.18.22 (3379 : 2022-Mpc-19)

overall east building elevation 1/16" = 1'-0"

overall north building elevation 1/16" = 1'-0"



overall west building elevation 1/16" = 1'-0"

overall west building elevation 1/16" = 1'-0"

OHIO
EASTERN
STAR HOME

1451 Gambier Road
Mt. Vernon, Ohio 43050

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3. ADDITIONALLY, SEE GENERAL INFORMATION ON "AD" SHEETS
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5. ARCHITECT CANNOT WARRANT THE ACCURACY OF DATA CONTAINED HEREIN. ANY USE OR REUSE OF ORIGINAL OR ALTERED CADD DRAWING MATERIALS BY THE USER OF OTHER PARTIES WITHOUT THE REVIEW AND WRITTEN APPROVAL OF THE ARCHITECT SHALL BE AT THE SOLE RISK OF THE USER. THEREFORE, USER AGREES TO DEFEND, INDEMNIFY, AND HOLD ARCHITECT HARMLESS FROM ALL CLAIMS, INJURIES, DAMAGES, LOSSES, EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF THE MODIFICATION OF REUSE OF THESE MATERIALS
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SCHEMATIC
DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

	Description	Date

INDEPENDENT
LIVING
BUILDING
COLOR
ELEVATION

A

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P 614.221.1110 berardipartners.com

G:\Users\cmichaelis\OneDrive - Berardi + Partners\Documents\22_20193_Eastern Star_Main Bldg_Central_cmichaelis.rvt

north building elevation - east wing 1/8" = 1'-0"

north building elevation - west wing 1/8" = 1'-0"

OHIO EASTERN STAR HOME

1451 Gambier Road
Mt. Vernon, Ohio 43050

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

	Description	Date

INDEPENDENT LIVING BUILDING EXTERIOR ELEVATIONS

B

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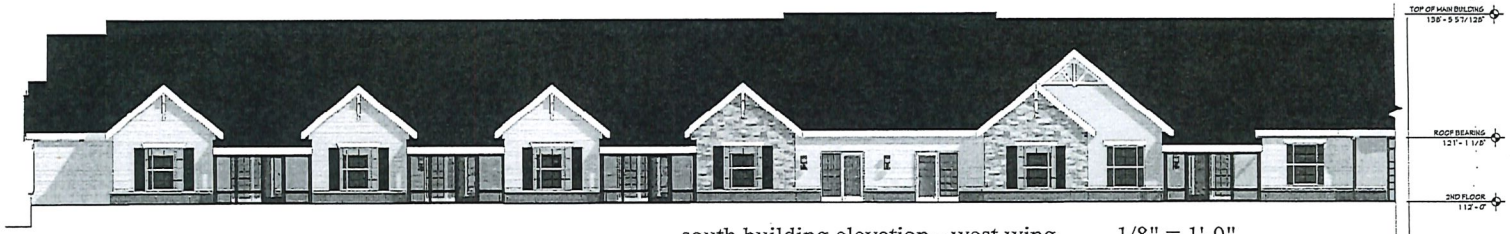
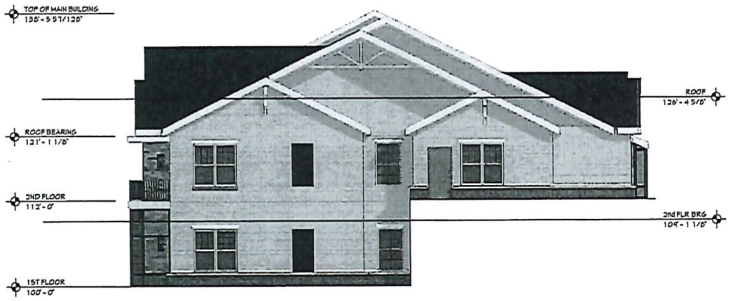
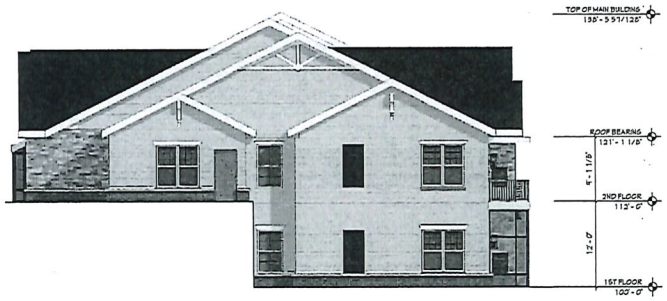


south building elevation - west wing 1/8" = 1'-0"

south building elevation - east wing 1/8" = 1'-0"



east building elevation 1/8" = 1'-0"



west building elevation 1/8" = 1'-0"

OHIO
EASTERN
STAR HOME

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SCHEMATIC
DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

	Description	Date

INDEPENDENT
LIVING
BUILDING

EXTERIOR
ELEVATIONS

C

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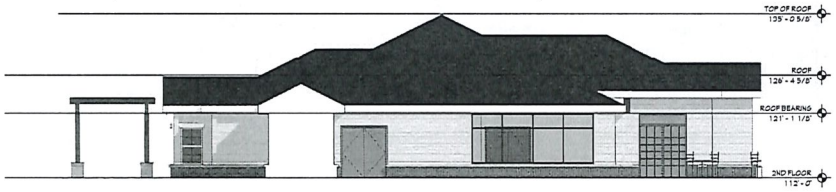
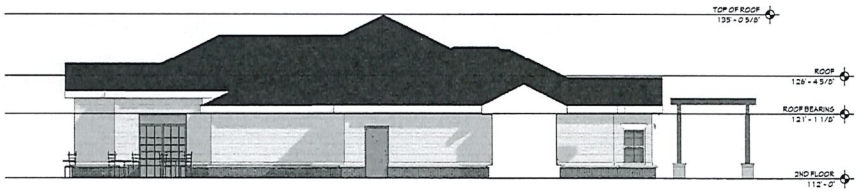
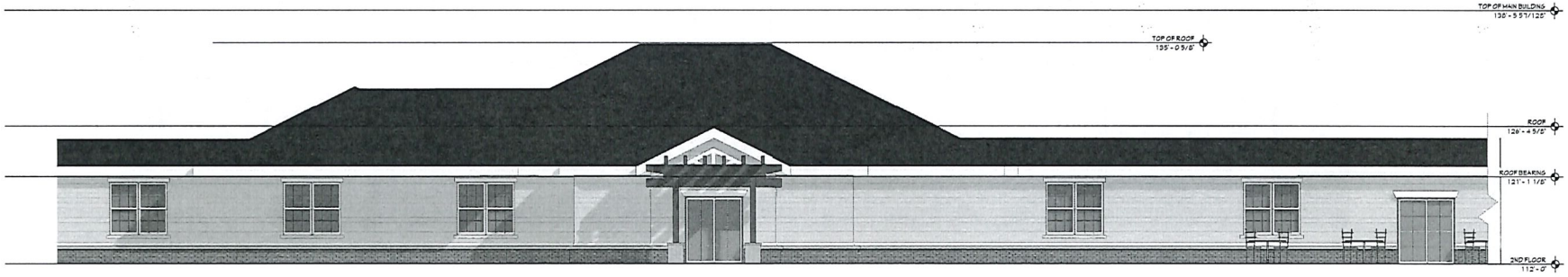


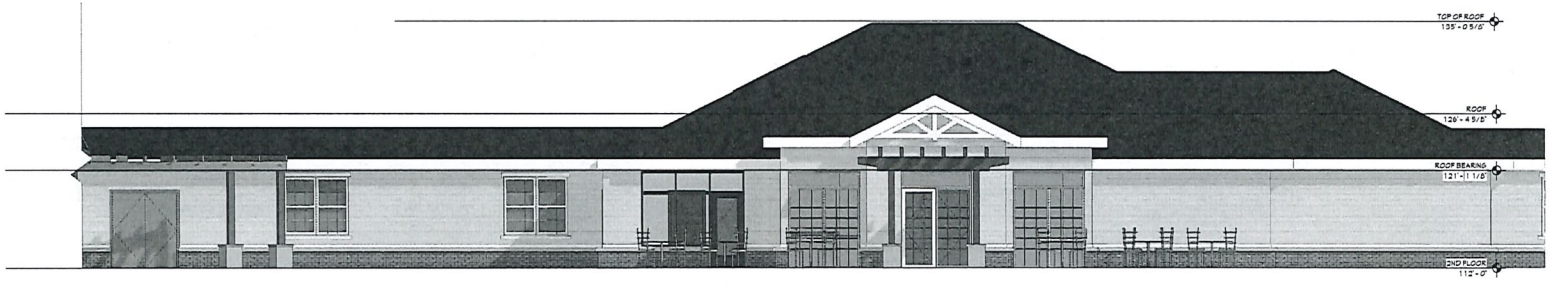
building elevation - dining hall north 1/8" = 1'-0"



building elevation - dining hall south 1/8" = 1'-0"



building elevation - dining hall east 3/16" = 1'-0"



building elevation - dining hall west 3/16" = 1'-0"

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STAR HOME

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SCHEMATIC
DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

	Description	Date

EXTERIOR
ELEVATIONS -
DINING HALL

D

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P 614.221.1119 berardipartners.com

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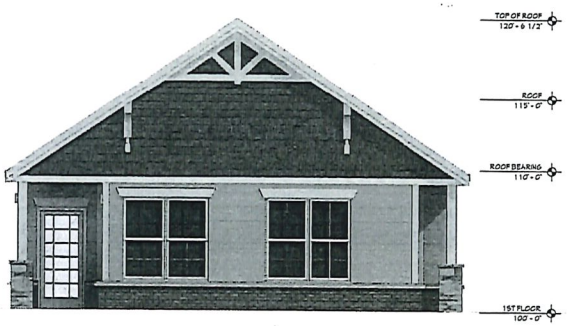
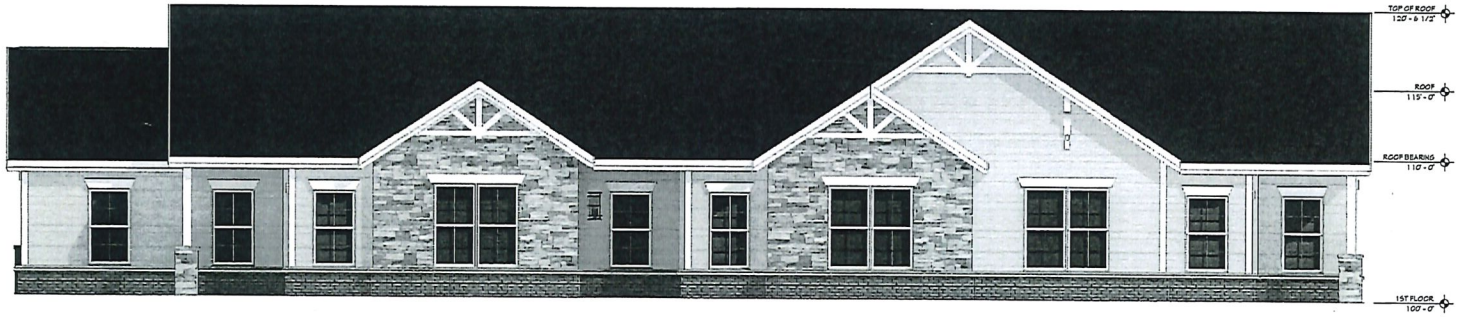
Attachment: 01_OES_Development Plan Submittal_05.19.22 (3379 : 2022 Apc-19)

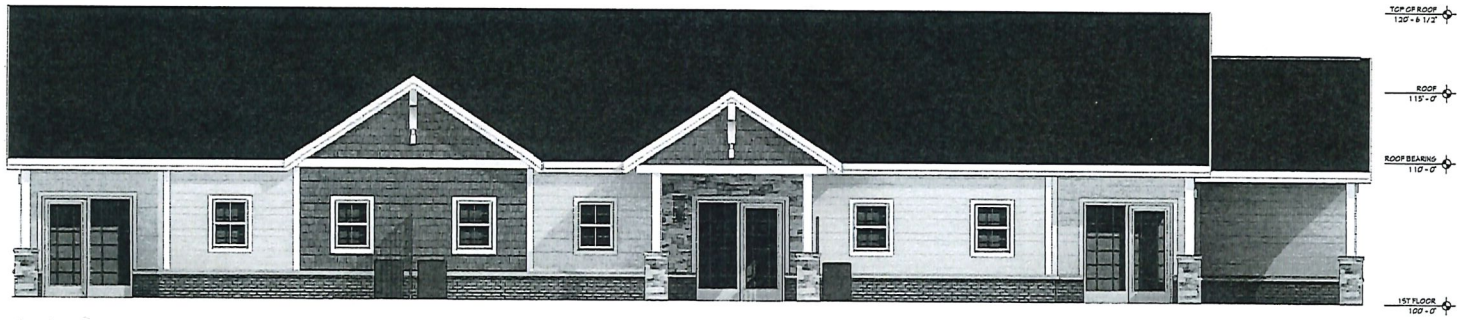
east elevation 1/4" = 1'-0"



west elevation 1/4" = 1'-0"



west elevation 1/4" = 1'-0"



south elevation 1/4" = 1'-0"

EASTERN STAR - COTTAGE C

MT. VERNON, OH

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DESIGN DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20194

	Description	Date

COLOR ELEVATION

E

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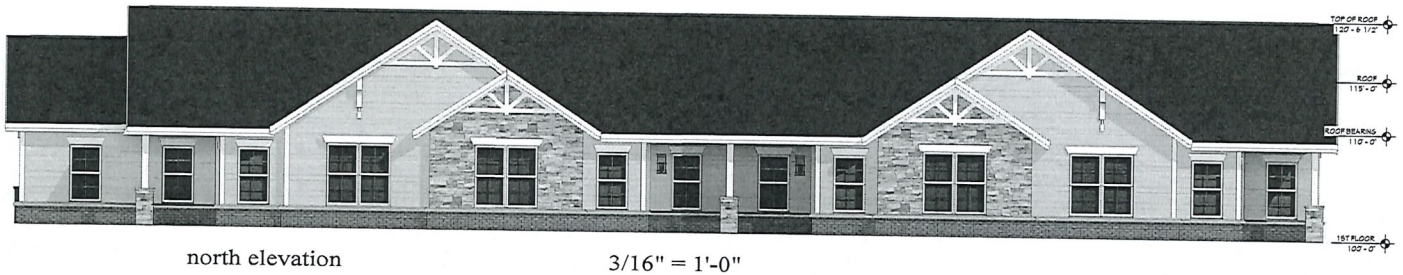
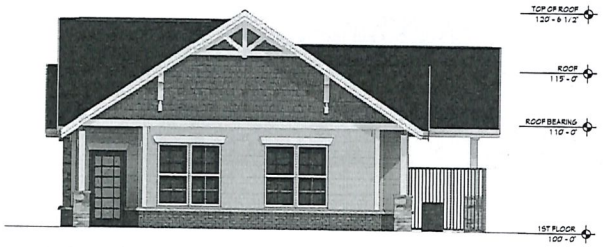
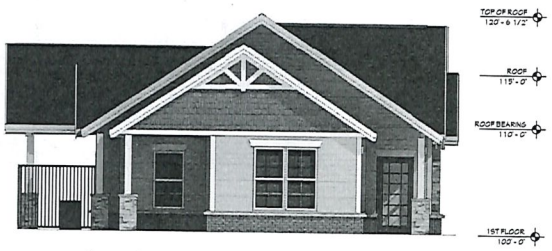


north elevation 3/16" = 1'-0"

south elevation 3/16" = 1'-0"



west elevation 3/16" = 1'-0"



east elevation 3/16" = 1'-0"

EASTERN STAR - COTTAGE B

MT. VERNON, OH

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20194

	Description	Date

COLOR ELEVATION

F

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ARCHITECTURE | INTERIOR DESIGN | ENGINEERING
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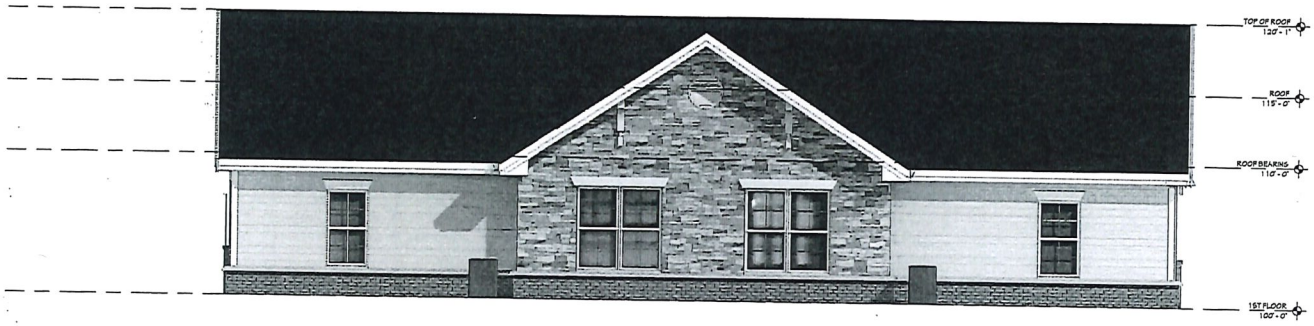
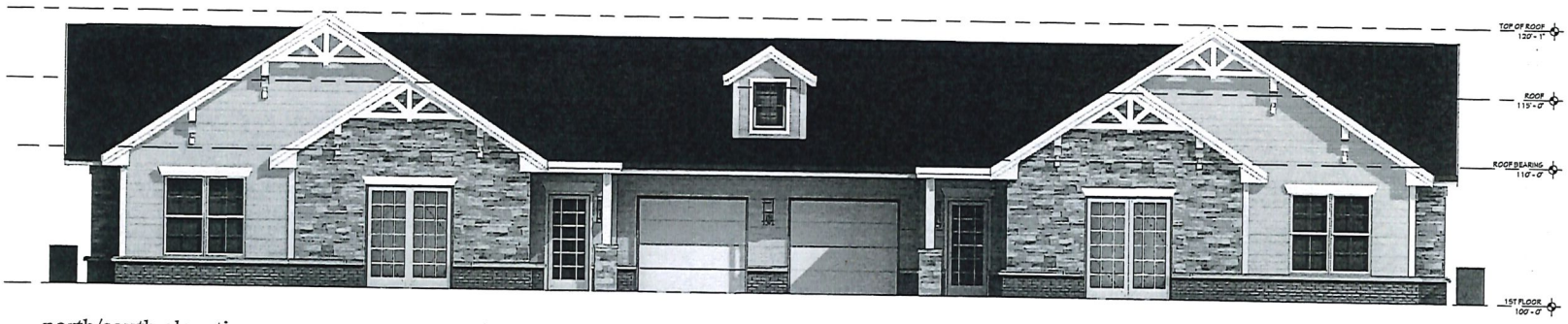
P 614.221.1110 berardipartners.com

Attachment: 01_OES_Development Plan Submittal_05.19.22 (3579 : 2022-Mpc-19)



east/west elevation 1/4" = 1'-0"



north/south elevation 1/4" = 1'-0"

EASTERN STAR COTTAGE A

MT. VERNON, OH

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NOTE

1. ALL BIDDERS SHALL VISIT THE SITE AND BECOME FAMILIAR BY THE EXISTING CONDITIONS AND REQUIREMENTS OF THE PROJECT AND SHALL NOTIFY THE ARCHITECT OF ANY ERRORS AND OMISSIONS SUBSEQUENTLY FOUND, EXISTING THE CONTRACT DOCUMENTS.
2. THE CONTRACT DOCUMENTS ARE COMPRISED OF THE DRAWINGS AND THE PROJECT MANUAL IN THEIR ENTIRETY. THE INFORMATION IN THESE DOCUMENTS IS DEPENDENT UPON AND COMPLEMENTARY OF EACH OTHER. SEPARATION OF THE CONTRACT DOCUMENTS SHALL NOT BE PERMITTED. IF THE CONTRACTOR CHOOSES TO SEPARATE THE DOCUMENTS, THEY DO SO AT THEIR OWN RISK AND EXPENSE.
3. ADDITIONALLY, SEE GENERAL INFORMATION ON "A0" SHEETS.
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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20194

	Description	Date

EXTERIOR ELEVATIONS

G

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1375 DODDRIDGE, GRANDVIEW, COLUMBUS, OHIO 43212
P 614.221.1110 berardipartners.com

G:\Users\dmichaelis\OneDrive - Berardi + Partners\Documents\22-20194_Arch Central_4 unit Cottage_dmichaelis.rvt

MountVernon

Planning and Zoning Committee Meeting Minutes
July 11, 2022 – 6:05 p.m. to 6:19 p.m., 7:02 p.m. to 7:18 p.m.

COUNCIL PRESENT:	Bruce Hawkins, Council President Josh Kirby, First Ward John Francis, Second Ward Tammy Woods, Third Ward Mike Hillier, Fourth Ward Janis Seavolt, At-Large Mel Severns, At-Large
ABSENT:	Amber Keener, At-Large
OTHERS IN ATTENDANCE:	Matthew T. Starr, Mayor Terry Scott, Auditor Rob Broeren, Law Director Todd Hill, Council Clerk Jeff Gottke, ADF Cheryl Splain, Knox Pages Joel Mazza

The committee heard from Joel Mazza, owner and developer of the former middle school property on North Mulberry Street, who noted that his project to develop the site for multi-family housing has been difficult and expensive. He asked for an extension of the historical tax abatement under the Community Reinvestment Area designation from 15 to 20 years. Several Council persons expressed concerns about the project's delays. Mazza stated that he would like to start construction this fall. Jeff Gottke, president of the Knox County Area Development Foundation, and Law Director Robert Broeren noted that to extend the abatement in this case would require changing the terms of the CRA, which will require legislation. No action was taken, and no further meetings on the matter were scheduled.

Respectfully submitted,

_____

Mike Hillier, Chair
Planning and Zoning Committee
Mount Vernon City Council

MH/th

MountVernon

Utilities Committee Meeting Minutes

July 11, 2022 – 6:19 p.m. to 6:25 p.m.

COUNCIL PRESENT:
Bruce E. Hawkins, President
Josh Kirby, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

ABSENT:
Amber Keener, At-Large

OTHERS IN ATTENDANCE:
Matthew Starr, Mayor
Robert Broeren, Law Director
Terry Scott, Auditor
Tom Marshall, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages

The committee discussed Ordinance No. 2022-24, to revise the process to grant a residential conditional use for properties located in Office-Institutional zones, which would address the issue of certain residents being overcharged on their stormwater bill because of their O-I zoning status. It was noted that so far three residents have received a credit for being overcharged. Mayor Matt Starr explained the intent of Ordinance No. 2022-24, and Law Director Robert Broeren commented that an amendment to the ordinance will be needed. The ordinance was scheduled to have its first reading at Council's legislative meeting later in the evening. The chair requested a 10-minute committee meeting on the matter on July 25, 2022.

Respectfully submitted,

_____
Tammy Woods, Chair
Utilities Committee
Mount Vernon City Council

TW/th

Communication: 07-11-22A Utilities Committee Meeting Minutes (Receive Committee Reports)

MountVernon

Utilities Committee Meeting Minutes

July 11, 2022 – 6:25 p.m. to 6:47 p.m.

COUNCIL PRESENT:
Bruce E. Hawkins, President
Josh Kirby, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

ABSENT:
Amber Keener, At-Large

OTHERS IN ATTENDANCE:
Matthew Starr, Mayor
Robert Broeren, Law Director
Terry Scott, Auditor
Tom Marshall, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages

The committee discussed Resolution No. 2022-61, authorizing and directing the Safety-Service Director to acquire recarbonation control panels for the Water and Waste Water Department, and Resolution No. 2022-63, authorizing the Safety-Service Director to release a request for qualifications for identifying and selecting a qualified firm or firms to provide services for the rehabilitation of clarifier No. 1 at the City's Water Treatment Plant, and identify and enter into contract with the selected firm or firms for those services. Specifically, new recarbonation control panels would cost $219,000, a rehabilitated clarifier would cost $226,000 and new lime silos would cost $1.5 million. Auditor Terry Scott explained that there is presently enough money in the budget to pay for the recarbonation panels and clarifier. Utilities Director Tom Marshall explained that the improvements are urgently needed. Hillier asked that Resolution No. 2022-61, which was up for a third reading at Council's legislative meeting later in the evening, be delayed to examine the issue further. Marshall noted that the removal of lime sludge from one of the lagoons is proceeding well, and that the lime can be piled at the site indefinitely. Law Director Rob Broeren asked if the Ohio EPA requires the City to have two functioning recarbonation panels, and Marshall responded that it does. No further meetings on Resolution No. 2022-61 or Resolution No. 2022-63, which was up for a second reading later in the evening, were scheduled.

Respectfully submitted,

_____
Tammy Woods, Chair
Utilities Committee
Mount Vernon City Council

TW/th

MountVernon

2022-2023

Streets and Public Buildings Committee Meeting Minutes
July 11, 2022 – 6:47 p.m. to 6:55 p.m.

COUNCIL PRESENT:
Bruce Hawkins, Council President
Josh Kirby, First Ward
John Francis, Second Ward
Tammy Woods, Third Ward
Mike Hillier, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

ABSENT: Amber Keener, At-Large

OTHERS IN ATTENDANCE:
Matthew Starr, Mayor
Terry Scott, Auditor
Rob Broeren, Law Director
Tom Hinkle, Public Works Director
Todd Hill, Council Clerk
Cheryl Splain, Knox Pages

The committee discussed Resolution No. 2022-67, authorizing the Safety-Service Director to advertise for bids and enter into contract for construction of a new maintenance facility at Mound View Cemetery, which was up for a first reading at Council's legislative meeting later in the evening. Public Works Director Tom Hinkle explained that $450,000 has already been approved for the structure this year, and that basic construction can move forward based on an engineer's estimate of $452,711. Hillier suggested that the appearance of the building should be in keeping with its location.

Respectfully submitted,

_____
Mel Severns, Chair
Streets and Public Buildings Committee
Mount Vernon City Council

MS/th/11/24/21

C:₩users₩thill₩appdata₩roaming₩iqm2₩minutetraq₩mountvernoncityoh@mountvernoncityoh.iqm2.com₩work₩communications₩1385.doc

MountVernon

Planning and Zoning Committee Meeting Minutes
July 11, 2022 – 6:55 p.m. to 7:01 p.m.

COUNCIL PRESENT:	Bruce Hawkins, Council President Josh Kirby, First Ward John Francis, Second Ward Tammy Woods, Third Ward Mike Hillier, Fourth Ward Janis Seavolt, At-Large Mel Severns, At-Large
ABSENT:	Amber Keener, At-Large
OTHERS IN ATTENDANCE:	Matthew T. Starr, Mayor Terry Scott, Auditor Rob Broeren, Law Director Todd Hill, Council Clerk Jeff Gottke, ADF Cheryl Splain, Knox Pages Michelle Engelbach, Ohio Eastern Star Home Kim Rose, Critchfield, Critchfield & Johnston

The committee discussed Resolution No. 2022-62, approving the PND Comprehensive Development Plan as submitted by the Ohio Eastern Star Home and approved by the Mount Vernon Municipal Planning Commission for 1451 Gambier Road, Parcel #66-09656.000. Michelle Engelbach of Ohio Eastern Star Home and Kim Rose of Critchfield, Critchfield & Johnston explained that they have met with nearby residents and made some changes to the plan to address their concerns, such as altering some setbacks and elevations. Resolution No. 2022-62 was up for a second reading at Council's legislative meeting later in the evening. Council will have a public hearing on the plan on July 25, 2022.

Respectfully submitted,

_____

Mike Hillier, Chair
Planning and Zoning Committee
Mount Vernon City Council

MH/th

Communication: 07-11-22B Planning & Zoning Committee Meeting Minutes (Receive Committee Reports)

City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

Meeting: 07/25/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3584

RESOLUTION 2022-62

A RESOLUTION APPROVING THE PND COMPREHENSIVE DEVELOPMENT PLAN AS SUBMITTED BY THE OHIO EASTERN STAR HOME AND APPROVED BY THE MOUNT VERNON MUNICIPAL PLANNING COMMISSION FOR 1451 GAMBIER ROAD, PARCEL #66-09656.000; 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 Mount Vernon City Council approve the PND Comprehensive Development Plan as submitted by the Ohio Eastern Star Home and approved by the Mount Vernon Municipal Planning Commission for 1451 Gambier Road, Parcel # 66-09656.000. The general plan for the development is shown in Attachment "A" and made part of this resolution.

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 that an emergency exists in the usual daily operation of the various departments of the municipal government, 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:

06/27/22 **City Council** **FIRST READING**

Resolution No. 2022-62 was given a first reading.

07/11/22 **City Council** **SECOND READING**

Resolution No. 2022-62 was given a second reading. The language of the Municipal Planning Commission's approval of the Ohio Eastern Star Home's PND comprehensive development plan application was discussed.

COMMENTS - Current Meeting:

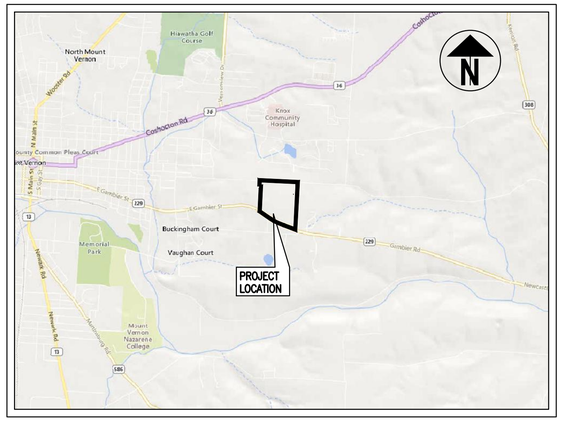
Hillier made a motion to adopt Resolution No. 2022-62, with a second by Severns. Hillier thanked Ohio Eastern Star Home for its efforts in working with the City. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Mel Severns, Councilman
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Janis Seavolt

DEVELOPMENT DESIGN PLAN FOR:

THE OHIO EASTERN STAR HOME

CITY OF MOUNT VERNON, KNOX COUNTY, OHIO



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

TITLE SHEET ____ D0.00
EXISTING CONDITIONS ____ D0.01
SITE LAYOUT PLAN ____ D1.00-D1.01

PROJECT DESCRIPTION:

THE PROPOSED PROJECT IS LOCATED ON THE EXISTING PROPERTY OF OHIO EASTERN STAR AND PROPOSES TO EXPAND ONSITE LIVING FACILITIES AT THE NORTH END OF THE PROPERTY. THIS INCLUDES THE CONSTRUCTION OF SEVERAL INDEPENDENT LIVING COTTAGES, A MULTI-UNIT BUILDING WITH COMMON AREAS FOR RESIDENTS, A LOOP ROAD, AND PARKING AREAS.

SITE DATA

TOTAL ACREAGE	29.999 AC.
ZONING	PND - PLANNED NEIGHBORHOOD DISTRICT
STRUCTURE SETBACK	NO YARD REQUIREMENTS OR DISTANCES BETWEEN BUILDINGS ARE ESTABLISHED IN ORDER TO ENABLE CREATIVITY IN DESIGN.
PARKING REQUIRED	1 PARKING SPACE PER UNIT AND REGULAR SHIFT EMPLOYEE
PROPOSED PARKING PROVIDED	135
SURFACE	115 (4 ADA SPACES)
GARAGE	24
PROPOSED STRUCTURES	102,863 SF 7.87%
MINIMUM FLOOR AREA	700 SF PER UNIT
MAXIMUM FLOOR AREA	NOT LISTED
MAXIMUM BUILDING HEIGHT PERMITTED	35'
BUILDING HEIGHT PROPOSED	39'
EXISTING BUILDING COVERAGE	159,752SF / 12.2%
PROPOSED BUILDING COVERAGE	219,886SF / 16.8%

BUILDING UNIT SUMMARY

	1BR	2BR	UNITS
COTTAGE A - SIX (6) 4-UNIT (2BR)			
ATTACHED GARAGES	0	24	24
COTTAGE B - TWO (2) 4-UNIT (1BR + 2BR)	6	2	8
COTTAGE C - EIGHT (8) 3-UNIT (1BR + 2BR)	16	8	24
TWO STORY MULTI PURPOSE BUILDING, 40 UNITS	30	10	40
* FITNESS W/OUTDOOR EXERCISE AREA			
* WET BAR AND THREE SEASON ROOM			
* OPTIONAL DINING/BISTRO AREA W/PATIO			
DINING/LOUNGE BUILDING W/PRIVATE DINING ROOM			
TOTALS	52	44	96

PLANS PREPARED BY:

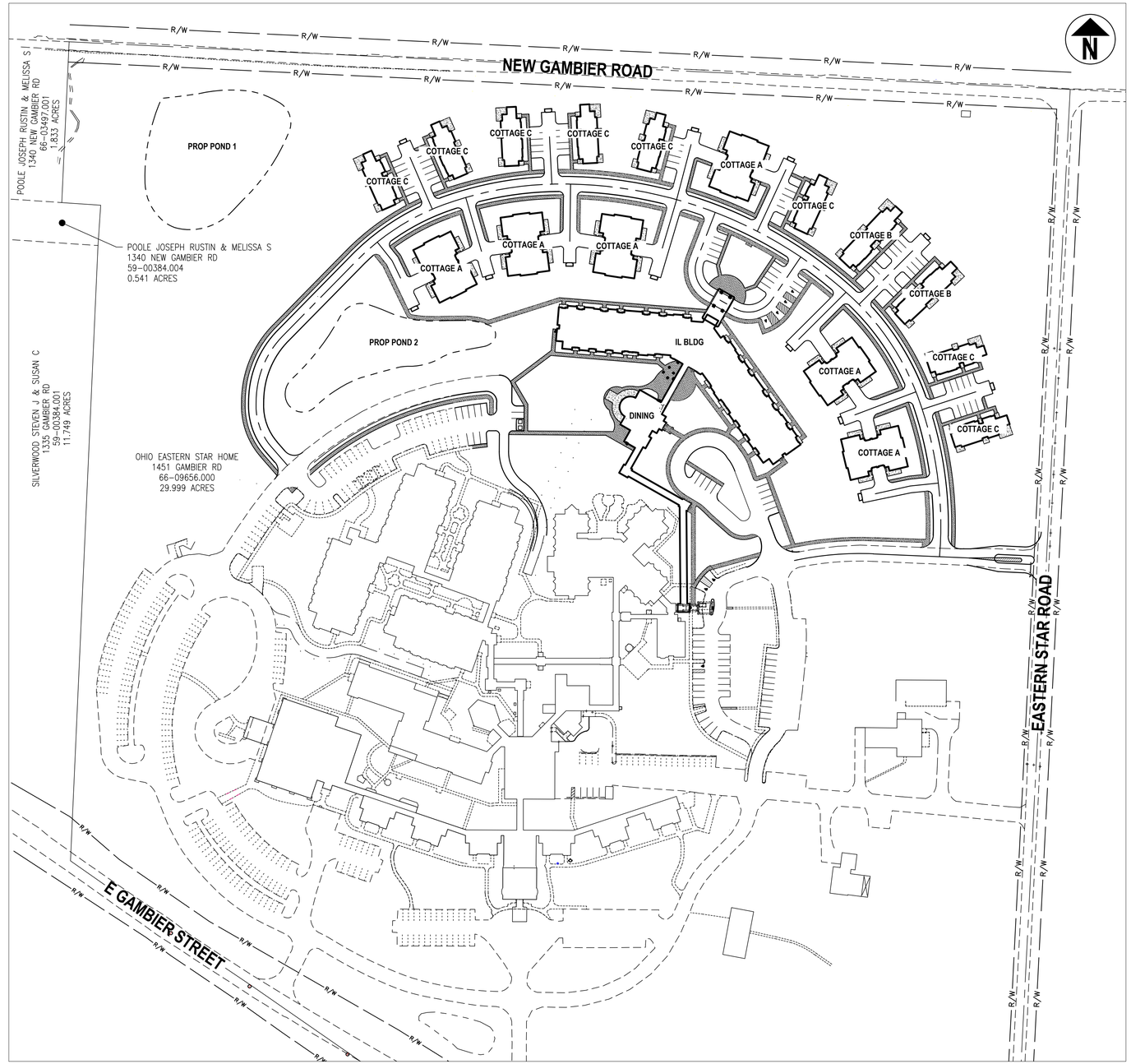
HULL
Environment / Energy / Infrastructure

PROJECT OWNER

THE OHIO EASTERN STAR HOME
1451 GAMBIER ROAD
MOUNT VERNON, OH 43050
P: (740) 397-1706
F: (740) 392-1662

JAMES ROBERTS, PE 52927 DATE

OHIO811.org Before You Dig



LOCATION MAP
1"=100'

NO.	PLAN ISSUE/REVISION	REV. BY	DATE
	Comprehensive Development Plan Submittal		05.19.22

DRAWN VRM
CHECKED AES
DATE 05/19/2022

Hull & Associates, LLC
10 W Broad Street
Newark, OH 43055
Phone: (740) 344-5451
Fax: (740) 344-5452
www.hullinc.com

HULL
Environment / Energy / Infrastructure

THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO
TITLE SHEET

JOB NUMBER: EQI001

D0.00

Attachment: Ex. A - OESH Development Plan (2022-62 : OESH PND Plan Approval)

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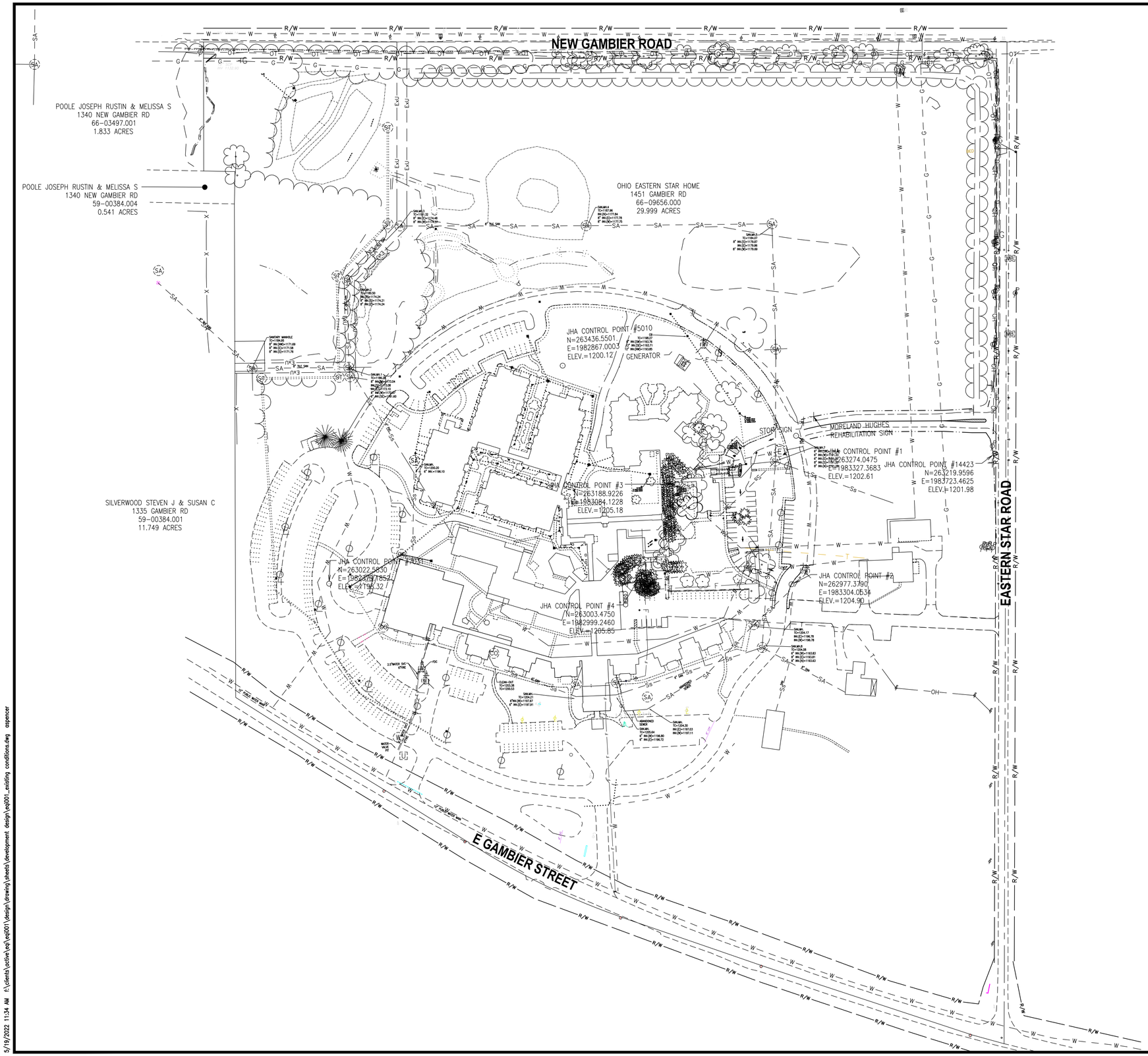

SURVEYOR NOTES:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREIN ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM. NORTH ZONE, NAD83, GEOID09.

BENCHMARKS:

AS PER THE TOPOGRAPHIC SURVEY PREPARED BY JOBES HENDERSON & ASSOCIATES THE CONTRACTOR AND/OR HIS SURVEYOR SHALL BE RESPONSIBLE TO CROSS CHECK ALL CONTROL FOR DISTURBANCE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

BENCHMARK #1 - JHA CONTROL POINTIP # 7031 ELEVATION = 1198.32

BENCHMARK #2 - JHA CONTROL POINTIP # 5010 ELEVATION = 1200.12

N

DRAWN	CHECKED	DATE
VRM	AES	05/19/2022

NO.	PLAN ISSUE/REVISION	REV. BY	DATE
	Comprehensive Development Plan Submittal		05.19.22

Hull & Associates, LLC
105 S. Second Street
Newark, OH 43055
Phone: (740) 344-2451
Fax: (740) 344-2453
www.hullinc.com

HULL
Environment / Energy / Infrastructure

THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO
EXISTING CONDITIONS

JOB NUMBER:
EQI001

D0.01

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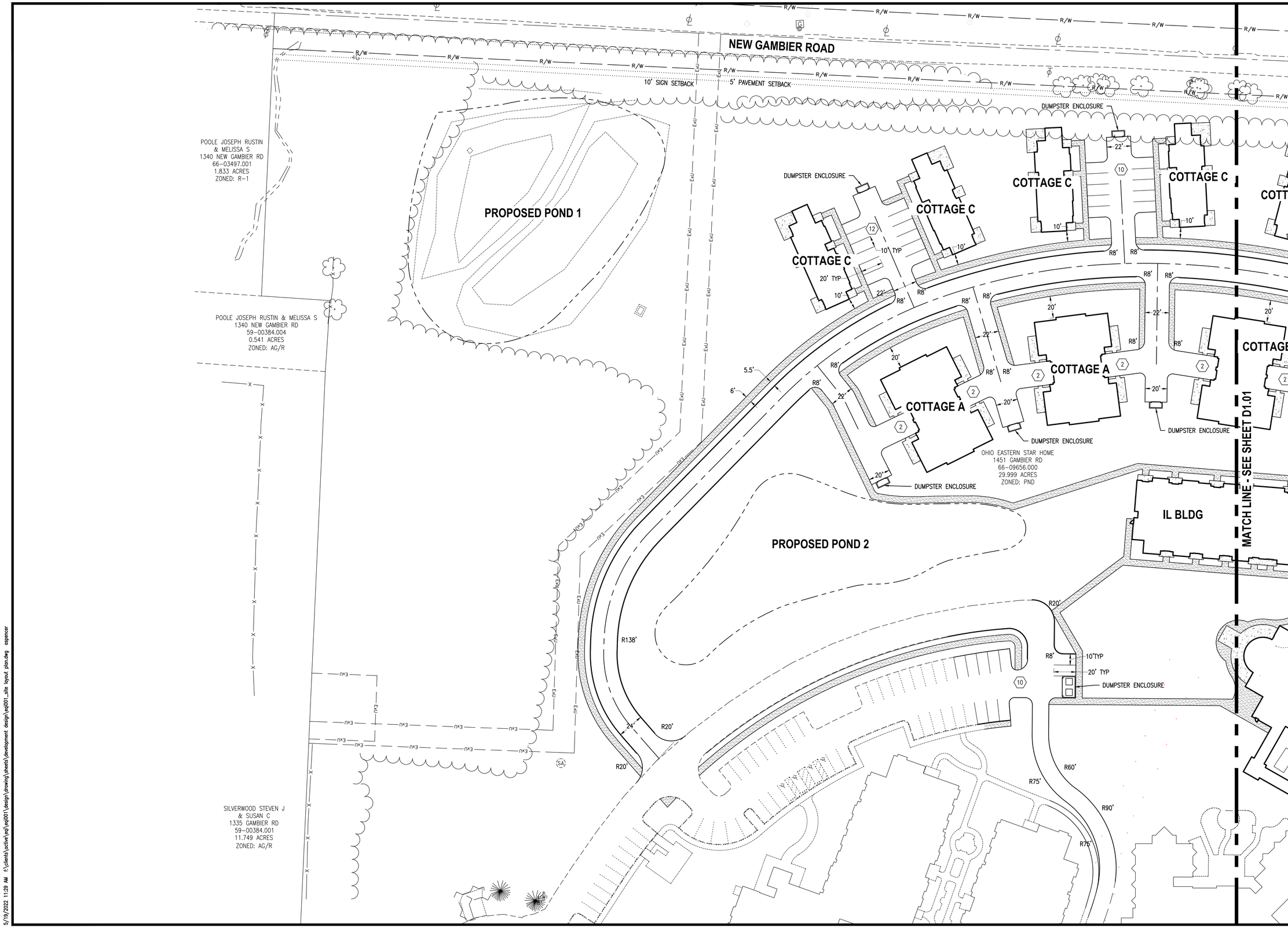

HORIZONTAL SCALE IN FEET: 0 40 80

DRAWN	CHECKED	DATE
VRM	AES	05/19/2022

NO.	PLAN ISSUE/REVISION	REV. BY	DATE
	Comprehensive Development Plan Submittal		05.19.22

Hull & Associates, LLC
5151 Blazer Parkway,
Dublin, OH 43017
Phone: (740) 344-9451
Fax: (614) 793-8050
www.hullinc.com

HULL
Environment / Energy / Infrastructure

THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO
SITE LAYOUT PLAN

JOB NUMBER: EQI001

D1.00

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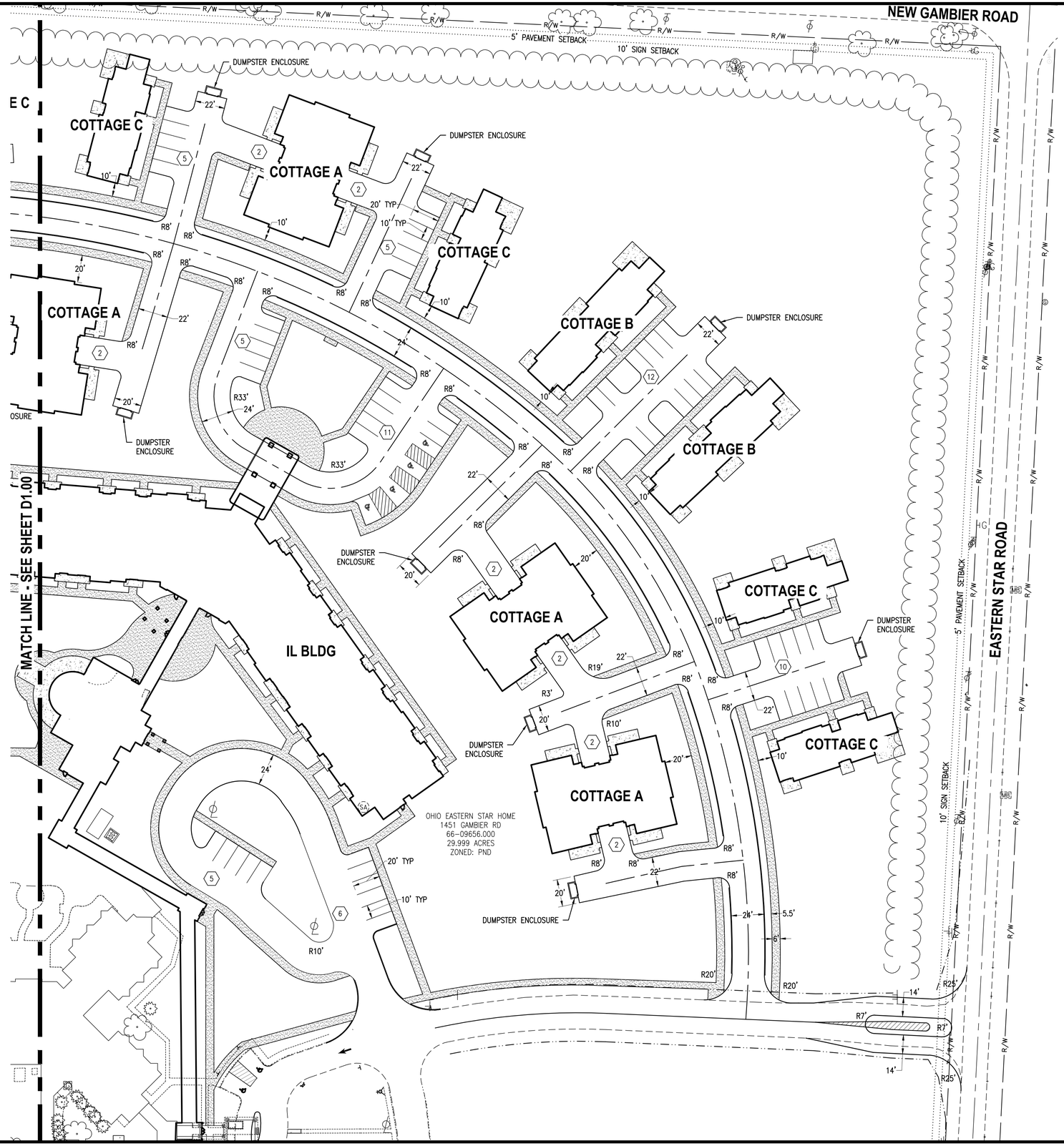

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HORIZONTAL SCALE IN FEET
0 40 80

DRAWN	CHECKED	DATE
VRM	AES	05/19/2022

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THE OHIO EASTERN STAR HOME
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO
SITE LAYOUT PLAN

JOB NUMBER: EQI001

D1.01

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Attachment: Ex. A - OESH Development Plan (2022-62 : OESH PND Plan Approval)

ILLUSTRATIVE SITE PLAN

THE OHIO Eastern Star Home
At Its Best Since 1951

ecs equity construction solutions

verdantas

0 20′ 40′ 80′
SCALE: 1″ = 40′-0″

overall east building elevation 1/16" = 1'-0"

overall north building elevation 1/16" = 1'-0"

overall west building elevation 1/16" = 1'-0"

overall west building elevation 1/16" = 1'-0"

OHIO EASTERN STAR HOME

1451 Gambier Road
Mt. Vernon, Ohio 43050

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

#	Description	Date

INDEPENDENT LIVING BUILDING

COLOR ELEVATION

A

BERARDI+
ARCHITECTURE | INTERIOR DESIGN | ENGINEERING
1398 GOODALE BOULEVARD, COLUMBUS, OHIO 43212
P 614.221.1110 berardipartners.com

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Attachment: Ex. A - OESH Development Plan (2022-62 : OESH PND Plan Approval)

north building elevation - east wing 1/8" = 1'-0"

north building elevation - west wing 1/8" = 1'-0"

OHIO EASTERN STAR HOME

1451 Gambier Road
Mt. Vernon, Ohio 43050

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

#	Description	Date

INDEPENDENT LIVING BUILDING EXTERIOR ELEVATIONS

B

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Attachment: Ex. A - OESH Development Plan (2022-62 : OESH PND Plan Approval)

south building elevation - west wing 1/8" = 1'-0"

south building elevation - east wing 1/8" = 1'-0"

east building elevation 1/8" = 1'-0"

west building elevation 1/8" = 1'-0"

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

#	Description	Date

INDEPENDENT LIVING BUILDING

EXTERIOR ELEVATIONS

C

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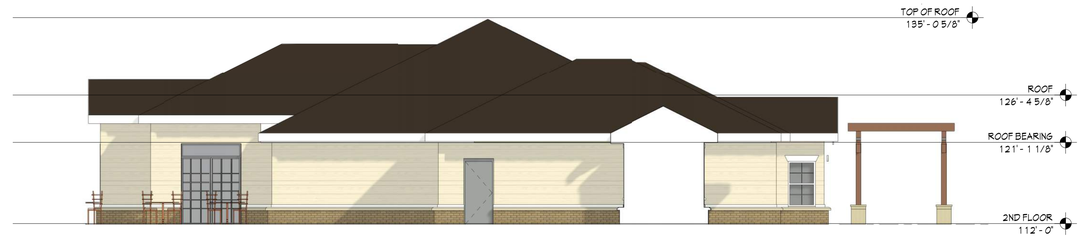
Attachment: Ex. A - OESH Development Plan (2022-62 : OESH PND Plan Approval)

building elevation - dining hall north 1/8" = 1'-0"



building elevation - dining hall south 1/8" = 1'-0"

building elevation - dining hall east 3/16" = 1'-0"

building elevation - dining hall west 3/16" = 1'-0"

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20193

#	Description	Date

EXTERIOR ELEVATIONS - DINING HALL

D

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east elevation 1/4" = 1'-0"

west elevation 1/4" = 1'-0"

west elevation 1/4" = 1'-0"

south elevation 1/4" = 1'-0"

EASTERN STAR - COTTAGE C

MT. VERNON, OH

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DESIGN DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20194

#	Description	Date

COLOR ELEVATION

E

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Attachment: Ex. A - OESH Development Plan (2022-62 : OESH PND Plan Approval)

north elevation 3/16" = 1'-0"

south elevation 3/16" = 1'-0"

west elevation 3/16" = 1'-0"

east elevation 3/16" = 1'-0"

EASTERN STAR - COTTAGE B

MT. VERNON, OH

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20194

#	Description	Date

COLOR ELEVATION

F

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east/west elevation 1/4" = 1'-0"

north/south elevation 1/4" = 1'-0"

EASTERN STAR COTTAGE A

MT. VERNON, OH

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SCHEMATIC DEVELOPMENT

DATE: 05/19/2022
PROJECT #: 20194

#	Description	Date

EXTERIOR ELEVATIONS

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City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

Meeting: 07/25/22 7:30 PM
Dept: Finance and Budget
Seavolt, Kirby
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3600

RESOLUTION 2022-69

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 101.2300.54111, Safety-Service-Services Received, in the amount of $5,000.00.
   (Ariel Foundation-Grant for Strategic Planning Phase II)
2. To Account 226.2150.53111, EMS-Dues/Supplies, in the amount of $6,000.00.
   (Residual Funds - College Township)
3. To Account 401.2500.55516, Public Building & Lands, in the amount of $42,500.00.
   (Partial Unappropriated Permanent Appropriations)

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:

Kirby made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-69, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Kirby made a motion to adopt Resolution No. 2022-69, with a second by Woods. Auditor Terry Scott commented on the legislation. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Kirby, Board Member
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Janis Seavolt

City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

Meeting: 07/25/22 7:30 PM
Dept: Finance and Budget
Seavolt, Kirby
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3601

RESOLUTION 2022-70

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 224.2100.55511, Fire-Equipment, to Account 224.2150.54311, EMS-Training/Travel, in the amount of $3,000.00.
2. Transfer from Account 224.2150.55511, EMS-Equipment, to Account 224.2150.53214, EMS-Maintenance of Equipment, in the amount of $5,000.00.
3. Transfer from Account 401.3600.54119, Urban Improvement, to Account 401.2500.55516, Public Buildings & Lands, in the amount of $40,000.00.
4. Transfer from Account 401.3600.55511, Equipment, to Account 401.3600.55516, Public Buildings & Lands, in the amount of $10,000.00.
5. Transfer from Account 101.2640.53312, Pool Equipment Maintenance, to Account 101.2640.53112, Concessions, in the amount of $6,000.00.

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:

Kirby made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-70, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Kirby made a motion to adopt Resolution No. 2022-70, with a second by Woods. Auditor Terry Scott commented on the legislation. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Kirby, Board Member
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Janis Seavolt

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 07/25/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3595

ORDINANCE 2022-24

AN ORDINANCE TO REVISE THE PROCESS TO GRANT A RESIDENTIAL CONDITIONAL USE FOR PROPERTIES LOCATED IN OFFICE-INSTITUTIONAL ZONES; AND DECLARING AN EMERGENCY.

WHEREAS, Codified Ordinance §1168.01(b)(4) allows the owner of a property that is located in an Office-Institutional zone to apply for a conditional use to use the property as a residence; and

WHEREAS, the cost to apply for a conditional use is seventy-five dollars ($75.00); and

WHEREAS, the City's Board of Zoning Appeals must determine whether to grant or deny all conditional use applications.

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

SECTION 1: The fee for the owner of any property located within an Office-Institutional zone to apply for a residential conditional use for that property is zero dollars ($0.00).

SECTION 2: That the City Engineer, or their designee, may administratively grant or deny the application for a residential conditional use for a property located within an Office-Institutional zone.

SECTION 3: If the City Engineer, or his designee, administratively denies the application for residential conditional use, the applicant may appeal the denial of the application to the Board of Zoning Appeals without additional cost.

SECTION 4: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to allow the City to have accurate information about the use of various properties within the City, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

07/11/22	**City Council**	**FIRST READING**

Ordinance No. 2022-24 was given a first reading. The chair of the Planning and Zoning Committee requested a 15-minute committee meeting on the legislation for July 25, 2022.

COMMENTS - Current Meeting:

Ordinance No. 2022-24 was given a second reading. The Planning and Zoning Committee chair requested a 10-minute committee meeting on the ordinance for Aug. 8, 2022.

RESULT:	**SECOND READING**	**Next: 8/8/2022 7:30 PM**

City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

Meeting: 07/25/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3596

ORDINANCE 2022-25

AN ORDINANCE TO AMEND APPENDIX II "FINAL PLAT CHECK LIST" OF PART ELEVEN, TITLE 3 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON, AND DECLARING AN EMERGENCY.

WHEREAS, the City amended Chapter 1141 of the Codified Ordinances in 2021 to require a developer to have an approved tree planting plan before the final plat of subdivision could be approved by the Municipal Planning Commission; and

WHEREAS, the City did not update the Final Plat Check List to reflect this additional requirement for developers.

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

SECTION 1. That Appendix II of Part Eleven, Title Three of the Codified Ordinances be amended to add the following line (addition is in **bold**):

_____ Lot lines, street lines and street names
_____ Lots numbered
_____ Names, locations of adjoining properties and streets
_____ Approved tree planting plan (see Chapter 1141)
_____ Street profiles and cross-sections (if required)
_____ Required physical improvements have been made or bond posted in the amount of $_____
_____ Certificate of approval for recording (Form 5)

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and allow the City's Municipal Planning Commission to properly approve final plats, 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:

Hillier made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-25, with a second by Severns. Motion to suspend passed by a roll-call vote of 6-0. Hillier made a motion to adopt Ordinance No. 2022-25, with a second by Severns. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mike Hillier, Fourth Ward
SECONDER:	Mel Severns, Councilman
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Janis Seavolt

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 07/25/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3598

ORDINANCE 2022-26

AN ORDINANCE AUTHORIZING THE HISTORIC REVIEW COMMISSION OF THE CITY OF MOUNT VERNON, OHIO TO DECLARE PROPERTY LOCATED WITHIN THE CITY TO BE HISTORIC AND ELIGIBLE FOR EXTENDED COMMUNITY REINVESMENT AREA TAX EXEMPTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Mount Vernon, through Ordinance No. 2021-39, adopted October 25, 2021, as amended by Ordinance No. 2022-09, adopted February 14, 2022 (collectively, the "CRA Ordinance"), established the Mount Vernon Community Reinvestment Area (the "CRA") and provided for real property tax exemptions for certain residential development within the CRA; and

WHEREAS, pursuant to the CRA Ordinance, term of the CRA exemption available for remodeling of residential property may be extended for up to an additional ten (10) years if the dwelling being remodeled is a structure of historical or architectural significance or is a certified historic structure that has been subject to federal tax treatment under 26 USC 47 and 170(h); and

WHEREAS, the City desires to designate the City's Historic Review Commission ("HRC") as the entity responsible for determining which structures qualify as structures of historical or architectural significance and thus eligible for an extended CRA exemption under the CRA Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO, THAT:

SECTION 1. The City's HRC is designated as the entity responsible for determining which structures qualify as structures of historical or architectural significance and thus eligible for an extended CRA exemption under the CRA Ordinance; provided, however, that City Council shall continue to be solely responsible for determining which remodeling projects are eligible for an extended CRA exemption term and the length of that additional term.

SECTION 2. The Mayor and any other officer of the City are hereby authorized to take any and all actions necessary to effectuate the terms of this Ordinance, including, but not limited to, creation of forms for applying for the extended CRA exemption.

SECTION 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason to allow the City to process extended CRA exemptions as expeditiously as possible, 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:

Ordinance No. 2022-26 was given a first reading. The Planning and Zoning Committee chair requested a 15-minute committee meeting on the ordinance for Aug. 8, 2022.

RESULT:	**FIRST READING**	**Next: 8/8/2022 7:30 PM**

City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

Meeting: 07/25/22 7:30 PM
Dept: City Law Director

Category: Unions
Prepared By: Rob Broeren
Initiator: Jamee Hershberger
DOC ID: 3599

ORDINANCE 2022-27

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JANUARY, 2022; AND FURTHER AMENDING THE TERMS OF THAT AGREEMENT BY A MEMORANDUM OF UNDERSTANDING, AND DECLARING AN EMERGENCY.

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

(1) Police Sergeants and Lieutenants
(2) Police Officers
(3) Information Technician/Police Records Administrator

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

SECTION 1: That this Ordinance incorporates agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, which becomes effective January 1, 2022 (attached as Exhibit A), for the listed units.

SECTION 2: That the wage provision of the agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, for the listed units, be effective from January 1, 2022.

SECTION 3: That the Collective Bargaining Agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, which is effective as of January 1, 2022, is amended to include the Memorandum of Understanding regarding signing bonuses (attached as Exhibit B), for the listed units.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and further to insure labor peace between the City and its employees, the said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-27, with a second by Hillier. Motion to suspend passed by a roll-call vote of 6-0. Francis made a motion to adopt Ordinance No. 2022-27, with a second by Hillier. Safety-Service Director Rick Dzik detailed the highlights of the City's new contract with the Fraternal Order of Police, and Francis characterized the contract as a win for both the City and union. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Francis, Second Ward
SECONDER:	Mike Hillier, Fourth Ward
AYES:	Francis, Hillier, Kirby, Woods, Keener, Severns
EXCUSED:	Janis Seavolt

AGREEMENT BETWEEN

Mount Vernon

THE CITY OF MOUNT VERNON

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

CASE NUMBERS:	**2021-MED-09-1253**	**Patrol Officers**
	2021-MED-09-1252	**Sergeants/Lieutenants**
	2021-MED-09-1251	**IT/Records Administrator**

DATE OF EXECUTION through —JUNE 30, 2024

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

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Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

ARTICLE 1

STATEMENT OF PURPOSE

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

ARTICLE 2
UNION RECOGNITION

Section 2.1 Included

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

(A.) **Police Sergeants and Lieutenants Unit**
As certified by S.E.R.B. in case # 2020-REP-12-0126.

(B.) **Police Officers Unit**
As certified by S.E.R.B. in case #93-REP-09-0175 on February 8, 1994 and as modified by S.E.R.B. in case number 2020-REP-11-0116 on December 19, 2020.

(C.) **~~Police Records Clerk~~ Information Technician/Police Records Administrator**
As certified by S.E.R.B in case # 2022-REP-03-0037 on April 28, 2022.

Section 2.2 Excluded

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

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

Section 2.3 Disputes as to Inclusion/Exclusion

If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining units, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. Paragraph/Section 4117-5-01.

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

Section 2.4 Establishing of Duties and Responsibilities

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

Section 2.5 Application to All Classifications

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

ARTICLE 3
DUES DEDUCTION

Section 3.1 Deduction According to Law

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

Section 3.2 Membership Available

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

Section 3.3 Agreement to Deduct

The City agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon the City receiving the prescribed written authorization form signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the City will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next calendar week following the pay period in which the authorization was received by the City and in which Union dues are deducted, and to send all collected dues, fees and assessments once per month to the
attention of the person designated on the invoice at Fraternal Order of Police, Ohio Labor Council office located at 222 E. Town Street, Columbus Ohio 43215.

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

Section 3.4 Notifications to the Union

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

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

Section 3.5 Indemnification

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

Section 3.6 Relief from Obligation to Deduct

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

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

Section 3.7 Sufficient Wages Needed

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

Section 3.8 Claims Against the City

Neither the employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

Section 3.9 Notification of Dues Amounts

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

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

Section 3.10 Withdrawal of Membership

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

ARTICLE 4
UNION BUSINESS

Section 4.1 Staff Representative

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

Section 4.2 Labor Council Associates

The City will recognize no more than three (3) patrol officers (with an effort to have one for each shift) and no more than two (2) members from the sergeant/lieutenant unit ~~one (1) sergeant~~ as representatives, of their respective bargaining units. These representatives shall be the Labor Council Associates. The Union agrees to provide the City with a written list of the Associates as often as necessary so that the City has the correct information.

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

One of the Associates will function as Chief Associate and another will function as the Alternate Chief Associate to act in the absence of the Chief Associate. The Union will notify the City as to who has filled these positions as often as necessary so that the City has the correct information.
The alternate Chief Associate has the same privileges and may act in the place of the Chief Associate in his absence.
The OLC Associates will be permitted eighty (80) hours annually to split among themselves to investigate grievances without loss of regular straight time pay or benefits. Use of this time shall be arranged with the Chief of Police or his designee.

Section 4.3 Rules Governing Activity of the Associates

Rules governing the activity of Union Associates are as follows:

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

(a) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.

(b) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

(c) The Union Associates shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the supervisor.

Section 4.4 Union Meetings

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

Section 4.5 Bulletin Boards

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

Section 4.6 Ballot Boxes

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

Section 4.7 Use of City Equipment

In addition to the reasonable use of the Employer's office equipment (such as, but not limited to copy machine and fax machine) to communicate with the Union office or their non-employee Union representative, the Union Associates, alternates or designees shall be permitted reasonable use of the Employer's intranet system for the purpose of posting things such as meeting notices and general information. The Union and its members recognize and understand that there is no expectation of confidentiality when using the Employer's intranet system.

Section 4.8 Union Release Time

Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to six (6) days total annually with pay to attend conventions or conferences of the FOP and/or the FOP, Ohio Labor Council. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

with pay to attend scheduled meetings of the Union's Executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. Two (2) employees in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

ARTICLE 5
LABOR MANAGEMENT MEETINGS

Section 5.1 Meetings to be Held

At the request of either party and at a mutually agreed upon time, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives from the patrol unit and not more than two (2) employee representatives from the sergeant/lieutenant unit and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

Section 5.2 Agenda to be Furnished

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

Section 5.3 Purpose of the Meeting

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

(a) Discuss the administration of the Agreement;

(b) Notify the Union of changes made by the City which affect bargaining unit members of the Union;

(c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

(d) Disseminate general information of interest to the parties;

(e) Discuss ways to increase productivity and improve efficiency; and

(f) Consider and discuss health and safety matters relating to employees.

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

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

Section 5.4 Attendance at and Payment for the Meetings

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

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

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Rights Reserved to the Employer

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

Section 6.2 Sole and Exclusive Rights

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

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

(B) Direct, supervise, evaluate, or hire employees;

(C) Maintain and improve the efficiency and effectiveness of governmental operations;

(D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

(F) Determine the adequacy of the work force;

(G) Determine the overall mission of the employer as a unit of government;

(H) Effectively manage the work force;

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

(I) Take actions to carry out the mission of the public employer as a governmental unit.

(J) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodations would violate an express term of this Agreement.

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

ARTICLE 7
NON-DISCRIMINATION

Section 7.1 Joint Agreement of Non-Discrimination

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

Section 7.2 Gender

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

Section 7.3 Union Membership

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

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

Section 7.4 Union Responsibility

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

ARTICLE 8
WORK RULES AND DIRECTIVES

Section 8.1 Right to Promulgate Rules

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

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

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

Section 8.2 Copies of Rules to be Provided to Members

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

Section 8.3 Uniform Application of Work Rules

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

ARTICLE 9
CORRECTIVE ACTION AND INTERNAL REVIEW

Section 9.1 Giving Discipline

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

Disciplinary action on measures shall include only the following:

(a) written warning;
(b) written reprimand;

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

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

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

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

Section 9.2 Internal Investigations

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

Section 9.3 Pre-disciplinary Hearing and Notice of Charges

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

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

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

Section 9.4 Progressive Discipline

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

Section 9.5 Retention of Discipline Records

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

Written Warnings	12 months after their effective date
Written Reprimands	12 months after their effective date
Suspensions	18 months after their effective date

Section 9.6 Appeal of Disciplinary Action

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

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

Section 9.7 Forfeiture of Leave Time

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

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Section 9.8. Internal Review

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

A. Before starting any interview which is part of an internal investigation as provided for in this article, an employee shall be advised of all applicable rights. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.

B. When an employee is the subject of a disciplinary investigation that the Employer believes could lead to discipline of that employee, the employee shall be notified of such and be given a reasonable opportunity to consult with a union representative before being required to answer questions and/or to be accompanied by a union representative during questioning. The employee will be given a reasonable opportunity not to exceed ten (10) calendar days to make arrangements to have a Union representative present. A request for a union representative will not be justification to unreasonably delay questioning.

C. If during an interview of an employee who at the time the interview began was not considered a subject of investigation nor considered for possible discipline, the investigator has reason to believe the employee has become the focus of the investigation or another investigation, the investigator shall notify the employee of that fact and the employee's rights under this agreement or any other applicable rights.

D. If during an internal investigation interview of an employee who is the subject of the investigation or an employee who is a witness in an internal investigation, the Employer becomes aware of information that could lead to criminal charges being filed against that employee the internal interview shall cease and the employee shall be advised of his constitutional rights as they pertain to criminal case(s).

E. When an anonymous complaint is made against an employee, the Chief or designee may investigate, including interviewing the employee about whom the complaint is made. If there is no evidence to support the complaint, it shall be classified as unfounded and no action will be taken. If, during the course of the investigation, the identity of the complainant becomes known, that information will be provided to the employee who is being investigated, provided that doing so will not compromise the continuation or completion of the investigation. In any case where the identity of a complainant is known, it will be provided to the employee who is being investigated before any final decision is made or action taken on the complaint.

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F. An employee who had been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. No unsubstantiated complaint will be placed in an employee's personnel file.

G. The Employer shall attempt to complete investigations that do not involve the possibility of criminal charges within ninety (90) days of commencing the investigation. If the investigation is not completed within ninety (90) days, the Employer shall notify the employee of the status of the investigation as well as inform him of the estimated additional time needed to complete the investigation unless the investigation would or might be compromised by disclosure to the employee.

H. The Employer may use a lie detection device, provided there have been scientific studies that deem the instrument reliable in detecting deception when used correctly, to investigate the truth of statements made by members only if they are the subject of an investigation or at the employee's written request. The member shall be entitled to a union representative at all stages of the lie detection examination. Any such lie detection examination shall only be conducted by a certified operator that is not a member of a law enforcement agency or company located in Knox County. No disciplinary action shall be taken by the Employer based solely on the results of such tests.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 Purpose, Intent and Definition

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

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

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

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

Section 10.2 Grievance Procedure Rules

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

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

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

When a grievant, supervisor, department head, or Safety-Service Director is required to perform an act pursuant to the steps in the grievance procedure and performing that act would fall on his scheduled day off, paid leave or approved leave without pay, he shall have through his next working day to perform the act.

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

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

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

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

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

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

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Section 10.3 Grievance Procedure

Grievances shall be resolved according to the procedures outlined below:

Informal Step: Sergeant Verbal

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

Step 1: Lieutenant Written

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

Step 2: Police Chief or Designee

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

Step 3: Safety Service Director or Designee

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

Step 4: Arbitration

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

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

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

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

(a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

(b) Concerning the establishment of wage scales.

(c) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

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

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

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

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Section 10.4 Representation in a Grievance

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

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

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

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

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

ARTICLE 11
PERSONNEL FILES

Section 11.1 Intent

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

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

Section 11.2 Release of Personnel Records to Public

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If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made. If the member cannot be contacted, the Employer shall notify one of the Associates. The employee or representative may make a request to review the personnel file prior to release to the member of the public. The employee or representative may present reasons to the Employer why certain documents should not be released. However, the final decision concerning what must be released in response to a public records request rests with the Employer. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after the request for the records was made.

Section 11.3 Review of Personnel Files

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

Section 11.4 Inaccurate Information in Personnel File

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

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

(b) The Safety Service Director or his representative shall remove the inaccurate material from the personnel file.

Section 11.5 Addition of Material to Personnel File

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

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

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ARTICLE 12
PROBATION PERIODS

Section 12.1 New Hire Probation

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

Section 12.2 Promotional Probation

All newly promoted employees shall serve a promotional probationary period of six (6) months. An employee in a promotional probationary status may be removed without cause during the probationary period, subject to the approval of the Chief of Police. A newly promoted employee may request a demotion during the probationary period. When a promoted employee is demoted either voluntarily or involuntarily he shall return to the classification he held immediately prior to the promotion. Once he returns to the classification held immediately prior to the promotion he shall not be required to serve any probationary period.

No employee will be required to serve any probation period in situations involving demotions after successfully completing the six month promotional probation period.

Section 12.3 Reclassification

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

ARTICLE 13
SENIORITY

Section 13.1 Seniority Defined

A. City seniority means an employee's length of service with the Employer for benefit accrual purposes.

B. Departmental seniority shall mean an employee's uninterrupted length of continuous service with the Mount Vernon Police Department measured from his most recent date of hire with the Department.

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C. Classification seniority means an employee's length of service in a specific classification.

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

Section 13.2 Seniority Upon Promotion

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

A. Sergeant to Lieutenant

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

B. Patrol Officer to Sergeant

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

Section 13.3 Seniority Upon Demotion

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

A. Lieutenant to Sergeant

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

B. Sergeant to Patrol Officer

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

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Section 13.4 Effect of a Layoff

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

Section 13.5 Seniority List

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

Section 13.6 Break in Service

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

A. Discharge for just cause unless reinstated;

B. Retirement;

C. Layoff for more than one (1) year;

D. Failure to return to work within twenty-one (21) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury or disability;

E. Leave of absence for non-medical reasons

ARTICLE 14
LAYOFF AND RECALL

Section 14.1 Reduction of Work Force

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

Section 14.2 Order and Notice of Layoffs

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

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covered by this contract, the Employer shall layoff all temporary, seasonal, part-time and probationary employees within the Department.

Section 14.3 Displacement (Bumping)

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

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

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

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

Section 14.4 Recall

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

Section 14.5 Probation After Recall

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

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

ARTICLE 15
JURY AND WITNESS DUTY

Section 15.1 Time Off to Be Granted

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

Section 15.2 Payment

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

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

Section 15.3 Return to Duty

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

ARTICLE 16
HEALTH AND SAFETY

Section 16.1 Joint Agreement on Safety

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

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

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

Section 16.2 Unsafe Conditions

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

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

Section 16.3 Wearing of Safety Equipment

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

Section 16.4 First Aid and CPR

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

Section 16.5 Shift Manning

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

ARTICLE 17
WAIVER IN CASE OF EMERGENCY

Section 17.1 Waiver Due to Emergency

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

(a) time limits for Management or the Union's replies on grievances; and

(b) all work rules, agreements, and/or practices relating to the assignment of all employees.

Section 17.2 Termination of Emergency

Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

ARTICLE 18
HOURS OF WORK

Section 18.1 Hours of Work Per Week and Per Day

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The normal work period for bargaining unit employees covered by this Agreement shall be seven calendar days (for employees on eight hour or ten hour shift schedules), or fourteen calendar days (for employees on twelve hour schedule). Except where different hours are necessary to meet operations requirements, an employee's regular schedule shall be one of the following: five (5) consecutive eight (8) hour shifts in a seven-day workweek or four (4) consecutive ten (10) hour shifts in a seven-day work week or six (6) twelve hour shifts plus one (1) eight (8) hour shift in fourteen (14) days, exclusive of the time allotted for meals.

For employees on the 8-hour and 10-hour shifts, the work period (pay period) shall begin 12:01 a.m. Sunday and end at 12:00 a.m. (midnight) Saturday. For employees on 12-hour shifts, the work period (pay period) shall begin at 12:01 a.m. and end at 12:00 a.m. (midnight) on the second Sunday thereafter.

For bargaining unit members working a normal work period as defined above, all hours worked in any work week in excess of the following levels shall be compensated at an overtime rate:

- For employees on 8-hour schedules, all hours worked in excess of forty (40) hours in a seven-day work period or in excess of eight (8) hours per day
- For employees on 10-hour schedules, all hours worked in excess of forty (40) hours in a seven-day work period or in excess of ten (10) hours per day
- For employees on 12-hour schedules, all hours worked in excess of eighty (80) hours in fourteen day work period or in excess of the regularly scheduled hours per shift

Overtime hours shall be compensated at the rate of one and one-half (1½) times the straight time hourly rate.

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

Except in the case of an emergency, as determined by the Chief or the Chief's designee, or except when an officer agrees otherwise and is approved, the maximum consecutive work hours will be twelve (12). Bargaining unit members may volunteer for up to sixteen (16) consecutive hours but shall not be mandated to work more than twelve (12) consecutive hours. When an officer is mandated to hold over after the end of a shift it shall be for the minimum amount of time necessary until an officer arrives to provide relief. Reasonable efforts will be made to provide relief for the officer who is held over.

Section 18.2 Change in Work Schedule

A minimum of seven (7) calendar days' written notice will be provided to bargaining unit employees affected by a work schedule change, unless the parties agree to shorter notice.

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A bargaining unit employee will not be required to change his posted schedule solely to avoid the payment of overtime pay to such employee.

Further, this Section shall not be construed to give the City the right to reduce the normal work week of any bargaining unit employee below forty (40) hours per week for those working eight hour or ten hour shifts or below eighty (80) hours per work period for those working twelve hour shifts. If it becomes necessary to consider reducing the work week, the City shall meet with the Union and any reduction in the work week shall be by mutual agreement between the parties. If no agreement is reached, the issue of the reduction of work hours shall be submitted to an arbitrator.

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

Section 18.3 Minimum Guaranty and Pyramiding

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

Section 18.4 Unscheduled Call-offs

When there is an unscheduled call-off resulting in the need to fill a shift shortage four (4) hours will be offered by utilizing the overtime rotation list. If the officer accepting the four (4) hours cannot work the remaining hours that need to be covered, the overtime rotation list will be again utilized. If no officer accepts part or all of the remaining hours, then an officer will be ordered to report for work from the order-in list. If eight (8) or more hours still need to be covered through an order-in, the number of hours remaining to be covered can be split in half. In this instance an officer ordered in may take all or one half of the remaining hours. However, the officer initially called in for (4) hours has the option to work part or all of the remaining hours that need to be covered. The maximum number of consecutive hours that can be mandated is twelve (12) and the maximum number of consecutive hours that can be worked is sixteen (16).

Section 18.5 Cancellation of Scheduled Time Off

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

When time off for vacation, compensatory time or personal leave that has been scheduled and confirmed is subsequently cancelled under this Article, the member required to work

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will receive one (1) hour of compensatory time off for each hour worked in addition to their appropriate hourly rate.

Section 18.6 Shift Assignment Selection

Bidding for shift assignments, days off, Red Weeks (weeks protected from order-ins) and 8 hour days shall take place in the first week of November and the first week of May of each year. Members who have completed two (2) years of service shall be permitted to make selections as indicated below.

a) Lieutenants shall pick their shift and days off starting with the lieutenant with the highest classification seniority

b) Sergeants shall pick their shift and days off starting with the sergeant with the highest classification seniority

c) Patrol officers shall pick their shift and days off starting with the patrol officer with the highest departmental seniority

Selecting an eight (8) hour shift will result in the same days off each week and no Red Week. Selecting a ten (10) hour shift will result in the same days off each week and will also include a Red Week each month. Selecting a twelve (12) hour shift will determine to which squad a member is assigned.

Squads will be A, B, C and D. Squads A and B are day squads and Squads C and D are night squads and will function as follows: A and C will work together with B and D working together.

Those selecting ten (10) hour shifts will also select their Red Weeks at the time their shift is bid. Those selecting twelve (12) hour shifts will select their squad and their Red Week and their 8-hour day all at the same time when their shift is bid.

The Chief may veto a member's shift selection at the time of bidding or thereafter provided the decision to do so is not arbitrary or capricious.

The shifts selected in November shall go into effect at the beginning of the next work schedule after January 1 of the following year. The shifts selected in May shall go into effect at the beginning of the next work schedule after July 1 of the same year.

ARTICLE 19
OVERTIME AND ROTATION OF OVERTIME OPPORTUNITIES

Section 19.1 Overtime Defined

Overtime is defined as all hours in excess of the number of regularly assigned hours in a shift per day or more than forty (40) hours in a seven (7) day work week for those employees assigned to eight hour or ten hour shifts or more than eighty (80) in a fourteen

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(14) day work period for those employees assigned to twelve-hour shifts. Overtime is not guaranteed.

Section 19.2 Overtime Opportunities to be Rotated

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

Section 19.3 Overtime Equalization Rules

The following rules shall apply to overtime opportunity equalization:

(a) The equalization groups shall be by job classification of qualified employees.

(b) The Chief or designee may designate to the supervisor in charge of the shift the responsibility of contacting the bargaining unit employees based on the list computations of overtime credits. In case of equal hours credited, the most senior employee will be offered overtime first.

(c) If a bargaining unit employee is ordered to work overtime he shall be credited with only the hours worked.

(d) Overtime hours worked after the end of a shift for completion of an ongoing assignment and overtime hours resulting from off-duty court time, shall not be recorded on the roster nor be included in overtime opportunity equalization calculations.

(e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employee to perform the work. The mandatory overtime assignment shall be rotated in inverse order of seniority after each assignment.

Where possible, employees being mandated to work overtime will be notified at least twenty-four (24) hours before the overtime hours. If possible, when filling such a vacancy, the Employer may only mandate members to work overtime during the hours of the day that correspond to the hours they are regularly scheduled. Additionally, when filling such a vacancy the Employer, when possible will not order members to work overtime on their "Red Week".

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When mandates are needed the employer will mandate members who are not regularly scheduled to work during the hours that to be covered before mandating members who are on their Red Week.

(f) In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.

(g) Where there are errors in the distribution of overtime opportunities, the City will be given the reasonable opportunity to correct the error and will grant the next overtime opportunity in the respective overtime group to the employee who was missed.

(h) The Chief or ~~his~~ designee may order mandatory overtime if he cannot meet his overtime needs with qualified volunteers. Mandatory overtime can also be ordered, without regard to the rotation list, if the Chief believes a matter needs immediate attention and the best response to the matter would be achieved by assigning personnel on the current shift or those who are available immediately. This is not intended to circumvent the overtime roster. Employees mandated to work overtime pursuant to this subsection shall receive credit on the order-in roster.

(i) When an unscheduled call-off with less than a twenty-four (24) hour advance notice causes an officer to be mandated to work, the officer who called off and therefore created the need for the mandate will lose one order-in if one has already been earned or will be moved to the top of the order-in roster if one has not been earned.

ARTICLE 20
COMPENSATORY TIME

Section 20.1 Compensatory Time

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

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

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ARTICLE 21
TEMPORARY ASSIGNMENT AND PAY

Section 21.1 Filling a Vacant Original Appointment

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

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

Section 21.2 Working in a Higher Rank

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

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

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

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

ARTICLE 22
HOLIDAYS

Section 22.1 Recognized Holidays

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

1.	New Year's Day	First day of January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth	Nineteenth of June
6.	Independence Day	Fourth day of July
7.	Labor Day	First Monday in September
8.	Veteran's Day	Eleventh of November

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9.	Thanksgiving Day	Fourth Thursday in November
10.	Day after Thanksgiving	Fourth Friday in November
11.	Christmas Eve	Twenty-Fourth of December
12.	Christmas Day	Twenty-Fifth of December

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

Section 22.2 Compensation for Holidays

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

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

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

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

ARTICLE 23
VACATION

Section 23.1 Vacation Leave

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

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

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

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

Section 23.2 Payment of Unused Vacation Time

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

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

Section 23.3 Carry-over and Cash-out of Vacation

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

A bargaining unit employee must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off not less than forty (40) hours of earned, paid vacation each anniversary year, although they do not need to be forty (40) consecutive hours. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the Chief or his designee. Such request must be made to the Chief or his designee seven (7) calendar days prior to a payday.

ARTICLE 24
PERSONAL LEAVE

Section 24.1 Personal Leave Granted

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

Section 24.2 Use of Personal Leave

Personal leave may be used for any matter of a personal nature. An employee may use personal leave upon giving reasonable notice to and approval by the Chief or his designee. The request should be in writing. Use of personal leave shall not create overtime unless absolutely necessary due to a request based on emergency need. If the

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request will create overtime, and the employee alleges that the time off is absolutely necessary, the employee shall provide a reason for the personal leave in sufficient detail to enable the Chief or his designee to determine whether personal leave should be granted.
Personal leave should be used in the year earned. If a personal day is denied, and as a result of that denial the personal day(s) could not be used in the year it was earned, the personal day(s) shall be converted into sick leave on December 31 of the year it was earned.

ARTICLE 25
LEAVE REQUEST PROTOCOL

Section 25.1 Purpose.

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

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

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

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

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

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

Section 25.2 Impact of Absences

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

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

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

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

Section 25.3 Order of Leave Requests and Approvals.

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

1. Vacation Block Leave Requests of 5 or more consecutive work days for those who work an 8 hour schedule, 4 or more consecutive work days for those who work a 10 hour schedule and 3 or more consecutive work days for those who work a 12 hour schedule (Sec 25.5)
2. Annual Vacation Leave Requests (Sec 25.4)
3. Leave Requests Other than Annual and Block (Sec 25.6 and 25.8)

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

Section 25.4 Annual Vacation Leave Requests December 31 or Earlier

Between December 1 and December 31 of each calendar year, vacation slots on each shift shall be assigned by rank and seniority.

Employees must take forty (40) hours of paid vacation time per anniversary year.

Annual vacation leave requests will be approved or denied by January 31.

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

Section 25.5 Vacation Block Requests After January 1

Beginning January 1 each year vacation leave block requests of five (5) or more consecutive scheduled work days for those who work an 8 hour schedule, 4 or more consecutive scheduled work days for those who work a 10 hour schedule and 3 or more consecutive scheduled work days for those who work a 12 hour schedule submitted thirty (30) days or more in advance of the first day the leave will be used will be granted on a first come, first serve basis subject to available slots on the schedules. These requests will take priority over, or trump, all other leave requests including vacation leave requests less than five (5) consecutive scheduled work days for those who work an 8 hour schedule, 4 or more consecutive scheduled work days for those who work a 10 hour schedule and 3 or more consecutive scheduled work days for those who work a 12 hour schedule and single or partial day leave requests.

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Vacation leave blocks requested after January 1 will be approved or denied within seven (7) calendar days of the submission of the request.

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

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

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

Section 25.7 Submission of Leave Requests, Full Day or Less

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 26
SICK LEAVE

Section 26.1 Earning Sick Leave

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

Section 26.2 Use of Sick Leave

Employees will be entitled to sick leave for:

(a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Chief or his designee may approve sick leave when he believes it justified.)

(b) Medical, dental or optical examination or treatment of employee or member of his immediate family.

(c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

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Section 26.3 Immediate Family Defined

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

Section 26.4 Sick Leave Statement

Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If an employee is absent three (3) consecutive days or more, he shall provide a doctor's certificate stating the nature of the illness or his immediate family member's illness, to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

Section 26.5 Payment at the Time of Separation

A. Retirement

Employees who separate from active service with the City because of retirement from City employment, and who have ten (10) years or more of service with the City shall be paid in cash three-fourths (¾) of the value of his accrued, but unused sick leave.

Such payment shall be based on the bargaining unit member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this division shall be three-fourths (¾) of one thousand six hundred (1600) hours. ~~four hundred forty (1,440) hours.~~

Only an employee who is eligible for retirement and who retires with the State Public Employee Retirement System or the State Police or Firemen's Pension Fund, as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave at three-fourths (¾) value in accordance with and subject to the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employee's effective date of retirement from City employment.

B. Other Separation

An employee may elect at the time of separation (other than retirement) from active service with the City, after ten (10) years of service with the City, to be paid in cash for one-half (½) of the value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.
Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

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The maximum payment which may be made under this section shall be one-half (½) of nine hundred sixty (960) hours' accumulated unused sick leave credit, however, after twenty (20) years' service, an employee shall be entitled to a maximum of one-half (½) of one thousand four hundred forty (1,440) hours.

C. Payment Due to Employee's Death

If sick leave is being paid out because of the of death of the employee when the death occurred while the employee was in active service with the City, the payment of sick leave shall be made to the member's spouse or other beneficiary provided by statute.

Section 26.6 Sick Leave Abuse

The parties acknowledge that due to the nature of police work, regular attendance is necessary. To that end, the parties agree that abuse of sick leave can lead to discipline, up to and including job termination. Abuse of sick leave can manifest by showing either a pattern of sick leave usage or excessive use.

A. Pattern of Sick Leave Use

A pattern of sick leave usage can be such things as taking sick leave:

1. Immediately before and/or after holidays (as they are listed in Article 22 herein)
2. Immediately before and/or after any scheduled time off
3. Immediately before and/or after calendar weekends (Friday-Sunday)
4. Immediately before and/or after regularly scheduled days off
5. Immediately before and/or after pay days
6. Any one specific day of the employee's workweek
7. Absence following overtime worked

B. Abuse Of Sick Leave

Abuse of sick leave can be such things as:

1. Consistent usage of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service
2. The attempt to use more sick leave than one has accumulated
3. A regular request to sue sick leave before it has been credited to the employee's sick leave bank
4. Consistent usage of sick leave for periods of one (1) work day or less
5. Consistent usage of sick leave for non-specific illness (e.g., headache, backache, upset stomach, etc.);

C. Exemptions

For purposes of this section, the following uses of sick leave shall be exempt and shall not be considered either abuse of sick leave nor a pattern of sick leave use:

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1. Use of sick leave to supplement bereavement/funeral leave as permitted in Section 27.3 C herein
2. Use of Family Medical Leave as permitted in Article 38 herein
3. Use of sick leave where the employee provides written documentation from a medical provider indicating that the use of sick leave was for the employee or a member of the employee's immediate family as the immediate family is defined in Section 26.3 herein

D. Nothing in this section shall prevent the Employer from requiring a second medical opinion and/or a fitness for duty exam, where deemed appropriate. When either a second medical opinion and/or a fitness for duty exam are required by the Employer, it shall be at the Employer's expense.

ARTICLE 27
FUNERAL LEAVE

Section 27.1 Funeral Leave to be Granted

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

Section 27.2 Immediate Family Defined

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

Section 27.3 Use of Funeral Leave

The employee may take funeral leave as follows:

A. Funeral leave for a spouse, child or step children will be limited to forty (40) working hours. Funeral leave for aunt, uncle or cousin of the member will be limited to one work shift chosen by the employee.

B. Funeral leave shall be limited to twenty-four (24) working hours for all other members of the immediate family.

C. Any additional hours taken off for funeral leave beyond the levels in paragraph (a) and (b) above will then be charged against sick leave, vacation leave, personal leave or compensatory time at the employee's option. However, use of other paid time off for periods longer than the leave called for in this Article are subject to the normal requirements for use of the leave taken, including notice and

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approval requirements. At the Chief of designee's discretion the notice and approval requirement can be waived.

Section 27.4 Proof of Death

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

ARTICLE 28
INJURY LEAVE

Section 28.1 Granting Injury Leave

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

Injury Leave Pay Status will begin on the first (1st) day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work or for up to five hundred twenty (520) working hours, whichever occurs first. An extension of Injury Leave Pay Status will be granted until the employee is released by a physician to return to work or for up to five hundred twenty (520) working hours, whichever occurs first. Following the first extension, one final extension for up to two hundred forty (240) working hours may be granted upon request of the employee and verification by the examining physician that additional injury leave pay status is necessary.

FMLA shall be run concurrently with Injury Leave.

Section 28.2 Qualifying for Injury Leave or Extension

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

(a) Have suffered an on-duty work related injury, excluding stress that prevents the employee from performing his normal duties.

(b) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor.

(c) Timely comply with all administrative requirements of the City, Worker's Compensation, or the Industrial Commission.

(d) On the first regular work day of each pay period report to and inform the Chief of Police or designee of his current medical status.

(e) Release to the City all medical records pertaining to the injury's diagnosis, treatment and therapy.

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(f) Comply with any additional reasonable requests that the Safety-Service Director deems necessary, including verification that the employee is following the treatment plan in regard to the injury.

(g) Be entitled to workers' compensation under Ohio law for the period of injury leave.

Section 28.3 Physical Examination

Any employee who is granted Injury Leave Pay Status (original or extension) shall, at the request of the Safety-Service Director, submit himself to a physical examination to be conducted by a physician of the City's choosing and at the City's expense prior to returning to work. In the event the City's physician finds that such person is able to resume his duties, the employee may be ordered to do so.

Section 28.4 Compensation During Injury Leave

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

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

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

Employees who have recurring periods of absence for an injury are entitled to up to the full balance of five hundred twenty (520) working hours plus any extensions, of injury leave, presuming all requirements of this Article are met for each period of absence. Employees are not entitled to more than five hundred twenty (520) working hours plus any extensions thereof of injury leave for any qualifying injury.

Injury Leave Pay will be an amount equal to the difference between Worker's Compensation and an employee's gross pay for a period of not more than the five hundred twenty (520) working hours plus any extensions thereof from the date of the injury.

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

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

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

Section 28.5 Light Duty and/or Transitional Work Assignments

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

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

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

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

Section 28.6 Disability Separation

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

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

ARTICLE 29
RESERVED

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ARTICLE 30
TRAINING PROGRAMS

Section 30.1 In-Service Training

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

Section 30.2 Out-Service Training

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

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

(a) A bargaining unit member must have obtained a passing grade on each subject and present proof of the same when requesting reimbursement.

(b) If the part-time out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.

(c) If the part-time out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

At the discretion of the Safety Service Director the City may elect to pay up front for out-service training on behalf of the employee. In the event that the member fails to achieve a passing grade or complete the training they will be required to repay the City for the cost of training. Should the employee fail to repay the City in a timely manner, the cost of the failed training will be deducted from their pay. If the overall cost of the training was paid for or reimbursed by the City and it was more than one thousand dollars ($1,000.00) and the employee resigns his/her City employment in less than three (3) years from the time the training is complete, the employee will be required to reimburse the City the overall cost of the training on a pro-rated basis.

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ARTICLE 31
INSURANCE

Section 31.1 Providing Insurance

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

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

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

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

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

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

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

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

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

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

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Section 31.2 Health Reimbursement Account (HRA)

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

Section 31.3 Premium Contributions

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

Section 31.4 Wellness Program

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

(A) General Description of the Wellness Program.

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

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

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

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(B) Effect on Members' Premium Contributions

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

Each Contract Year

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

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

(2) If the member and the covered spouse complete the health screening then the member's premium contribution shall be adjusted as follows effective the following January 1st.

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

WELLNESS PROGRAM REWARDS CREDIT TABLE

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

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

(C) Waiver

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

Section 31.5 Plan Documents

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

Section 31.6 Life Insurance

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

Section 31.7 Liability Insurance

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

Section 31.8 False Arrest Insurance

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

ARTICLE 32
UNIFORMS AND PERSONAL PROPERTY

Section 32.1 Standard Uniform

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

Section 32.2 Uniforms to be Provided

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

A. Uniformed Personnel

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

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

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

B. Non-Uniformed Personnel

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

Section 32.3 Maintenance Allowance/Repair and Replacement

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

Section 32.4 Replacement of Uniforms or Equipment

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

Section 32.5 Replacement of Personal Property

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

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

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

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

ARTICLE 33
WAGES AND SHIFT DIFFERENTIAL

Section 33.1 Wage Rates

The base hourly wages of Police Department employees during the term of this Agreement are reflected in the wage scale below. Wage increases shall be 5% effective January 1, 2022; 2% effective July 1, 2022, 2% effective January 1, 2023, and 2% effective January 1, 2024. Employees who were employed by the Employer on July 6, 2022 as well as on the date of execution of this Agreement shall receive a signing bonus for the first thirteen (13) pay periods of 2022 paid in a lump sum.

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	2021	1/1/2022 5%	7/1/2022 2%	1-1-23 2%	1/1/2024 2%
Patrol Officers					
Training Period	22.96	24.11	24.59	25.08	25.58
6 months	23.79	24.98	25.48	25.99	26.51
1 year	24.79	26.03	26.55	27.08	27.62
2 years	25.75	27.04	27.58	28.13	28.69
3 Years	26.74	28.08	28.64	29.21	29.79
4 Years	27.72	29.11	29.69	30.28	30.89
5 Years	28.58	30.01	30.61	31.22	31.84
Sergeants	30.42	31.94	32.58	33.23	33.89
Lieutenants	32.33	33.95	34.63	35.32	36.03
IT-Police Records Admin.	21.18				
Initial Hire	n/a	22.24	22.68	23.13	23.59
3 Years	n/a	24.11	24.59	25.08	25.58
6 Years	n/a	24.98	25.48	25.99	26.42

Section 33.2 Shift Differential

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

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

ARTICLE 34
LONGEVITY

Section 34.1 Longevity Supplement

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

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

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ARTICLE 35
MANDATORY RETIREMENT

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

ARTICLE 36
PENSION CONTRIBUTIONS

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

ARTICLE 37
SUBCONTRACTING

Section 37.1 Ability to Subcontract

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

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

(a) All bargaining unit members who were laid off in any affected classifications are recalled; and

(b) All bargaining unit members in classifications affected by a layoff are working eight (8) hour work days and five (5) day work weeks; and

(c) The City has given two (2) weeks' prior notice to the Union of its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mount Vernon, Ohio, on such matters before a decision was made.

Section 37.2 Limited Amount of Time/Emergency

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

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ARTICLE 38
FAMILY AND MEDICAL LEAVE

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

ARTICLE 39
LATERAL TRANSFERS

The Employer may hire officers from other law enforcement agencies. These officers can qualify as "lateral transfers". This Article is applicable only to lateral transfers. Except as specified in this Article, all other rights and benefits provided in this Agreement shall also apply to laterally transferred officers.

Section 39.1 Initial Appointment

Lateral-transfer candidates for initial appointment shall be exempt from competitive examination, but shall complete the following requirements prior to selection:

A. At the time of application possess and provide for inspection, a current Ohio Peace Officer Training Association (OPOTA) certificate.

B. Have prior law enforcement experience of no less than two (2) years of full-time (i.e. working not less than thirty-five hours per week) or no less than five (5) years of part-time (i.e. working not less than an average of sixty hours per month in paid status) or the equivalent combination as determined by the Safety-Service Director.

C. Successfully pass a background investigation that includes, but is not limited to:

1. Pre-employment Physical (in accordance with OP&F)
2. Psychological evaluation
3. Polygraph/CVSA
4. Drug Screen

D. Successfully pass or complete any other criteria established by the Safety-Service Director (in consultation with the Civil Service/Merit Administrator and the Chief of Police).

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E. A laterally transferred officer shall be required to provide written documentation of prior service as a law enforcement/certified peace officer from any and all employers.

Section 39.2 Probationary Period

All lateral transfer candidates once hired shall successfully complete an initial probationary period that will begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year.

Notwithstanding the lateral transfer, probationary employees may be removed without cause during their initial probationary period. Laterally transferred probationary employees may neither join the Union nor file grievances until they have satisfactorily completed their lateral transfer Probationary Period, nor shall the probationary period removal be grievable under the contractual grievance and arbitration procedure nor appealable under civil service.

Section 39.3 Seniority

Seniority, as it is defined in Article 13 shall apply to laterally transferred officers in the same manner as it applies to all other employees covered by this Agreement. Except however, departmental seniority shall not include any previous time worked at another law enforcement agency prior to employment with the Mount Vernon Police Department.

Section 39.4 Layoff and Recall

In the event the City implements a layoff pursuant to Article 14, Departmental Seniority as referenced in Section 14.2 shall apply to lateral transfers in the same manner as all other officers.

Section 39.5 Shift Assignment

Shift Assignment Selection as it is described in Section 18.6 shall apply to laterally transferred officers in the same manner as it applies to all other employees covered by this Agreement. For purposes of shift bidding**,** departmental seniority shall be as it is defined in Article 13.

Section 39.6 Vacation

Upon hire, laterally transferred officers shall be granted forty-four (44) hours of vacation That can be used in their first year of employment with Mount Vernon Police Department. At the end of their first year, they shall be granted an additional forty-four (44) hours of vacation. At the end of their second year, they shall accrue vacation pursuant to the vacation accrual schedule in Section 23.1, while receiving credit toward their vacation accrual on a 1-year for 1-year basis, based on their placement on the wage scale per paragraph 10 below, not to exceed 5 years.

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Section 39.7 Personal Leave

Personal Leave as specified in Article 24 shall apply to laterally transferred officers.

Section 39.8 Placement in the Wage Scale

At the discretion of the Safety Service Director, laterally transferred officers may be placed in a step on the wage scale based on full time experience with prior employer(s) but shall not exceed the top patrol wage level of 5 years. Upon their anniversary date of hire, laterally transferred officers shall advance to the next step unless they were initially placed at step 5.

Section 39.9 Longevity

Longevity, as it is specified in Article 35 shall apply to laterally transferred officers but shall be based only on completed years of service with the Mount Vernon Police Department. Prior service at any other law enforcement agency shall not be considered when computing longevity per Article 35.

ARTICLE 40
LEAVES OF ABSENCE

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

ARTICLE 41
RESERVED

ARTICLE 42
EVALUATIONS

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

ARTICLE 43
STAND-BY PAY

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

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

ARTICLE 44
FIELD TRAINING

Section 44.1 Selection of Field Training Officer

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

Section 44.2 Compensation for Field Training Officer

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

ARTICLE 45
TUITION REIMBURSEMENT

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

A. All courses must be taken outside of scheduled working hours. All scheduled hours of courses of instruction must be filed with the Chief of Police or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.

B. Any financial assistance from any governmental or private agency received by a member and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City. A member will make good faith efforts to obtain available financial aid from other governmental or private agencies.

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

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

ARTICLE 46
MID-TERM BARGAINING

Section 46.1 City's Action

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

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

Section 46.2 Union Request

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

Section 46.3 Mediation

If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The

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mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

Section 46.4 No Agreement Reached

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

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

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

Section 46.5 Arbitration

A. Arbitrator

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

B. Arbitration Guidelines

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

a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).

b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.

c. Within thirty (30) days after the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

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(i) Past Agreements between the parties;

(ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue, with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;

(iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(iv) The lawful authority of the City;

(v) The stipulations of the parties;

(vi) Such other factors as may be relevant to the arbitrator's decision.

d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

C. Arbitration Costs

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

ARTICLE 47
PROMOTIONS

Section 47.1 Eligibility

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

Section 47.2 Disqualification from Testing

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

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

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

ARTICLE 48
NO STRIKE/NO LOCKOUT

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

Therefore the parties agree as follows:

Section 48.1 Union Agreement

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

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

Section 48.2 City Agreement

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

Section 48.3 Joint Agreement

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

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ARTICLE 49
RESIDENCY

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

ARTICLE 50
DURATION OF AGREEMENT

Section 50.1 Duration and Modification

Unless otherwise specified herein, this Agreement shall be effective as of 12:01 a.m. on the date of execution and shall continue in full force and effect through midnight, June 30, 2024.

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

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

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

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

Section 50.2 Invalidity

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

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EXECUTION

In Witness Whereof, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives on the _____ day of _____, 2022. ~~February, 2021.~~

For the City of Mount Vernon:

_____
Matthew T. Starr
Mayor

_____
Richard S. Dzik
Safety-Service Director

_____
Terry Scott
Auditor

_____
Robert K. Morgan,
Chief of Police

_____
Jonathan J. Downes, Esq.
Labor Counsel

For the Fraternal Order of Police, Ohio Labor Council, Inc.:

_____
Andrea H. Johan, Senior Staff Representative

_____
Jeremiah Armstrong, Union Bargaining Committee Member (Patrol Officers)

_____
Tyler Berger, Union Bargaining Committee Member (Patrol Officers)

_____
Justin Trowbridge Union Bargaining Committee Member (Patrol Officers)

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

Approved as to Form:

_____
P. Robert Broeren, Jr.
Law Director

Adopted by City Council Ordinance Nos. _____

Attachment: Ex A - Mount Vernon FOP Contract 22-24 (2022-27 : FOP Contract 2022-24)

Memorandum of Understanding

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and The Fraternal Order of Police, Ohio Labor Council (Patrol Officers, Sergeants/Lieutenants, and IT/Records Administrator) (hereinafter referred to as "the Parties").

The Parties agree that all employees of the bargaining units employed as of July 6, 2022, as well as the date of execution of the Parties' 2022 collective bargaining agreement ("CBA"), will receive a one-time signing bonus in the following amounts:

Patrol Officers and IT	$1,525.00
Sergeants	$1,660.00
Lieutenants	$1,760.00

FOR THE UNION:

_____

_____

_____

_____

_____

_____

FOR THE EMPLOYER:

_____

_____

_____

Date Agreed: _____

Attachment: Ex B - City of Mount Vernon - FOP - Signing Bonus MOU - 7.19.22 (2) (2022-27 : FOP Contract 2022-24)