

Legislative Session Minutes

December 27, 2022

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
December 27, 2022

6:00-6:11 p.m.	Executive Session: Security	Council as a Whole Hawkins
6:11-6:22 p.m.	Executive Session: IAFF agreement	Employee & Community Relations Francis
6:24-6:38 p.m.	Civil Service salary	Employee & Community Relations Francis
6:38-6:43 p.m.	Water, Wastewater personnel	Employee & Community Relations Francis
6:43-6:49 p.m.	Clarifier No. 2	Utilities Woods
6:50-6:56 p.m.	Pleasant Township annexation	Planning & Zoning Hillier
6:56-7:07 p.m.	Harmony Playground restroom	Parks & Lands Keener

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

- 12-27-22 Committee Meeting Schedule

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

Attendee	Title	Status
John Francis	Second Ward	Present
Mike Hillier	Fourth Ward	Present
Tammy Woods	Third Ward	Present
Amber Keener	At Large	Present
Mel Severns	Councilman	Present
Bruce Hawkins	President	Present
James Mahan	First Ward	Present
Janis Seavolt	At Large	Excused

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

INVOCATION

Roger Tickle, Set Free Ministries, performed the invocation.

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Dec 12, 2022 7:30 PM

Mahan made a motion to accept the minutes from Council's Legislative Session of Dec. 12, 2022, with a second by Woods. Motion to accept passed by a voice vote of 6-0.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

RECEIVE PETITIONS AND COMMUNICATIONS

None.

RECEIVE COMMITTEE REPORTS

Council accepted without comment the minutes for the two Employee and Community Relations Committee meetings of Dec. 12, 2022.

- 12-12-22A Employee and Community Relations Committee Meeting Minutes
- 12-12-22B Employee and Community Relations Committee Meeting Minutes

LIQUOR CONTROL LICENSE

None.

PROCLAMATION

None.

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

None.

RESOLUTIONS FOR THIRD READING

None.

RESOLUTIONS FOR SECOND READING

RESOLUTION NO. 2022-128

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE HARMONY PLAYGROUND RESTROOM; AND DECLARING AN EMERGENCY.

Parks and Lands: Keener, Woods

Keener made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-128, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Keener made a motion to adopt Resolution No. 2022-128, with a second by Woods. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amber Keener, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

RESOLUTION NO. 2022-129

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

Planning and Zoning: Hillier, Severns

Resolution No. 2022-129 was given a second reading.

RESULT:	SECOND READING	Next: 1/9/2023 7:30 PM
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RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2022-133

A RESOLUTION 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. 2 AT THE CITY'S WATER
TREATMENT PLANT, IDENTIFY AND ENTER INTO CONTRACT WITH
THE SELECTED FIRM OR FIRMS FOR THOSE SERVICES; AND
DECLARING AN EMERGENCY.

Utilities: Woods, Keener

Resolution No. 2022-133 was given a first reading.

RESULT:	FIRST READING	Next: 1/9/2023 7:30 PM
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RESOLUTION NO. 2022-134

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE
DIRECTOR TO EXTEND THE CONTRACT OF COMBINATION BETWEEN
THE MOUNT VERNON CITY HEALTH DISTRICT AND THE KNOX
PUBLIC HEALTH; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Francis, Hillier

Francis made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-134, with a second by Hillier. Motion to suspend passed by a roll-call vote of 6-0. Francis made a motion to adopt Resolution No. 2022-134, with a second by Hillier. Francis noted that the legislation would renew an existing contract between the City and Knox Public Health. 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, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

RESOLUTION NO. 2022-135

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

Finance and Budget: Seavolt, Mahan

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-135, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt Resolution No. 2022-135, 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:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

RESOLUTION NO. 2022-136

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO PAY BILLS PURSUANT TO SECTION 5705.41 (D), THEN AND NOW CERTIFICATION.

Finance and Budget: Seavolt, Mahan

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-136, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt Resolution No. 2022-136, 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:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

RESOLUTION NO. 2022-137

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

Finance and Budget: Seavolt, Mahan

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-137, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt

Resolution No. 2022-137, 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:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

RESOLUTION NO. 2022-138

A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND SAID RESOLUTION SUPPLEMENTS THE INTERIM APPROPRIATIONS AND OTHER EXPENDITURES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023.

Finance and Budget: Seavolt, Mahan

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-138, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt Resolution No. 2022-138, with a second by Woods. Auditor Terry Scott commented on the legislation. Council will have a special meeting at 8:30 a.m. on Saturday, Jan. 21, 2023, to work on the City's 2023 budget. Motion to adopt Resolution No. 2022-138 passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Seavolt

ORDINANCES FOR THIRD READING

None.

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2022-42

AN ORDINANCE ACCEPTING THE ANNEXATION OF 0.562 ACRES, PARCEL NUMBER 59-02288.000, FROM PLEASANT TOWNSHIP INTO THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

Planning and Zoning: Hillier, Severns

Ordinance No. 2022-42 was given a second reading.

RESULT:	SECOND READING	Next: 1/9/2023 7:30 PM
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ORDINANCES FOR FIRST READING

ORDINANCE NO. 2022-46

AN ORDINANCE ESTABLISHING COMPENSATION FOR THE CIVIL SERVICE ADMINISTRATOR, 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. 2022-46, 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. 2022-46, with a second by Hillier. It was noted that the legislation to establish compensation for the Civil Service Administrator does not include an effective date, and Law Director Robert Broeren explained that the compensation would take effect once it's adopted by Council and approved by the Mayor.

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

ORDINANCE NO. 2022-47

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

Employee and Community Rel.: Francis, Hillier

Ordinance No. 2022-47 was given a first reading.

RESULT:	FIRST READING	Next: 1/9/2023 7:30 PM
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ORDINANCE NO. 2022-48

AN ORDINANCE AUTHORIZING THE AUDITOR OF THE CITY OF MOUNT VERNON, OHIO, TO MAKE TRANSFERS WITHIN LINE ACCOUNTS IN AMOUNTS OF \$5,000.00 OR LESS WITHOUT THE CONSENT OF THE COUNCIL OF THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Mahan

Ordinance No. 2022-48 was given a first reading.

RESULT:	FIRST READING	Next: 1/9/2023 7:30 PM
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ORDINANCE NO. 2022-49

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, MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES TO BE EFFECTIVE THE FIRST DAY OF JULY 2022, AND FURTHER AMENDING THE TERMS OF THAT AGREEMENT BY

MEMORANDUMS OF UNDERSTANDING; AND DECLARING AN
EMERGENCY.

Employee and Community Rel.: Francis, Hillier

Francis made a motion to amend Ordinance 2022-49 to remove Sections 2, 3, 4 and 5 and to remove Exhibits B, C and D. Hillier seconded the motion, which passed by a roll-call vote of 6-0. Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-49 as amended, with a second by Hillier. Motion to suspend as amended passed by a roll-call vote of 6-0. Francis made a motion to adopt Ordinance No. 2022-49 as amended, with a second by Hillier. Motion to adopt as amended passed by a roll-call vote of 6-0.

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

REMARKS FROM THE ADMINISTRATION

Mayor Matthew Starr explained that the audio-visual system for recording and streaming meetings in Council Chambers will be improved beginning with the next Council meeting on Jan. 9, 2023. He also called attention to the City's Workforce Appreciation Day on Jan. 11, and said the Mayor's Youth Council will next meet on Jan. 19. Safety-Service Director Rick Dzik thanked City crews for their efforts during the recent winter weather event. Law Director Robert Broeren wished everyone a Happy New Year.

REMARKS FROM COUNCIL

Keener and Francis thanked City crews for their efforts during the recent winter weather event and wished everyone a Happy New Year. Hillier asked if the Police Department is working shifts with a minimum of three officers and Safety-Service Director Rick Dzik said he would look into it. Mahan congratulated Patrick Hornsby on his recent promotion to Fire Captain, and called attention to an upcoming PAK United event. Severns wished everyone a Happy New Year. Hawkins asked about the new audio-visual system for Council Chambers, and Mayor Matthew Starr responded that links to the City's YouTube Channel, where videos of the City's public meetings will be archived, will be posted on the video page of the City's website. Hawkins also thanked City crews for their efforts during the recent winter weather event.

ADJOURN AT THE CALL OF THE PRESIDENT

Keener made a motion to adjourn, with a second by Woods. Meeting adjourned at 8:13 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

December 21, 2022

Mount Vernon City Council Committee Meeting Schedule December 27, 2022

6:00-6:10 p.m.	Executive Session: Security	Council as a Whole Hawkins
6:10-6:20 p.m.	Executive Session: IAFF bargaining agreement	Employee & Community Relations Francis
6:20-6:30 p.m.	Civil Service salary	Employee & Community Relations Francis
6:30-6:40 p.m.	Water, Wastewater personnel	Employee & Community Relations Francis
6:40-6:50 p.m.	Clarifier No. 2	Utilities Woods
6:50-7:00 p.m.	Pleasant Township annexation	Planning & Zoning Hillier
7:00-7:15 p.m.	Harmony Playground restroom	Parks & Lands Keener

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



Employee and Community Relations Committee Meeting Minutes
Committee Meeting
December 12, 2022 – 6:25 p.m. to 6:42 p.m.

COUNCIL PRESENT:

Bruce Hawkins, Council President
 James Mahan, First Ward
 John Francis, Second Ward
 Tammy Woods, Third Ward
 Mike Hillier, Fourth Ward
 Janis Seavolt, At-Large
 Amber Keener, At-Large
 Mel Severns, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
 Richard Dzik, Safety-Service Director
 Robert Broeren, Law Director
 Terry Scott, Auditor
 Denise Johnson, HR Director
 Brian Ball, Engineer

Francis made a motion at 6:25 p.m. to go into executive session to discuss personnel matters related to Ordinance Nos. 2022-43, 2022-44 and 2022-45. The motion was seconded by Hillier, and passed by a voice vote of 7-0. Francis made a motion to adjourn executive session at 6:42 p.m., with a second. Motion passed by a voice vote of 7-0. Ordinance Nos. 2022-43, 2022-44 and 2022-45 were up for a first reading at Council's Legislative Session later in the evening.

Respectfully submitted,

John Francis, Chair
 Employee and Community Relations Committee
 Mount Vernon City Council

JF/th



Employee and Community Relations Committee Meeting Minutes
Committee Meeting
December 12, 2022 – 6:44 p.m. to 6:53 p.m.

COUNCIL PRESENT:

Bruce Hawkins, Council President
 James Mahan, First Ward
 John Francis, Second Ward
 Tammy Woods, Third Ward
 Mike Hillier, Fourth Ward
 Janis Seavolt, At-Large
 Amber Keener, At-Large
 Mel Severns, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
 Richard Dzik, Safety-Service Director
 Robert Broeren, Law Director
 Terry Scott, Auditor
 Denise Johnson, HR Director
 Brian Ball, Engineer

The committee discussed Ordinance No. 2022-39, fixing the number of hourly employees in the Water and Wastewater departments, and Ordinance No. 2022-40, creating the positions and establishing compensation for Wastewater Superintendent and Utility Administration Manager. Safety-Service Director Rick Dzik and Law Director Rob Broeren addressed union concerns about the legislation, and Hillier noted that he was opposed to the ordinances. Dzik added that staffers' access to supervisors was a concern, and explained the proposed staffing changes in the legislation. Ordinance Nos. 2022-39 and 2022-40 were up for third readings at Council's Legislative Session later in the evening.

Respectfully submitted,

John Francis, Chair
 Employee and Community Relations Committee
 Mount Vernon City Council

JF/th



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Parks and Lands
Keener, Woods
Category: Parks
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3705

ADOPTED

RESOLUTION 2022-128

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE HARMONY PLAYGROUND RESTROOM; AND DECLARING AN EMERGENCY.

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

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into a contract for the Harmony Playground Restroom. This project may be combined with previously authorized bids and awards.

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 bids must be solicited to assure timely completion of this project, 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:

12/12/22 City Council FIRST READING

Resolution No. 2022-128 was given a first reading. Keener asked for a 15-minute Parks and Lands Committee meeting on the legislation on Dec. 27, 2022.

COMMENTS - Current Meeting:

Keener made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-128, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Keener made a motion to adopt Resolution No. 2022-128, with a second by Woods. Motion to adopt passed by a roll-call vote of 6-0.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Amber Keener, At Large
SECONDER: Tammy Woods, Third Ward
AYES: Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED: Janis Seavolt



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2022-129

Meeting: 12/27/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Appointment
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 3702

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

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

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

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

SECTION 1: That the City of Mount Vernon, Ohio be a member of the Knox County Regional Planning Commission for planning services for the period beginning January 1, 2023, and ending December 31, 2023.

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

Regular Member

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

Alternate Member

Amber Keener
702 E. High St.
Mount Vernon, Ohio 43050
akeener@mountvernonohio.org

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

City Planning Commission Member

Matthew T. Starr
40 Public Square
Mount Vernon, Ohio 43050

740-393-9517
mtvmayor@mountvernonohio.org

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

Citizen Member

Sibley Poland
 307 N. Gay St.
 Mount Vernon, Ohio 43050
 740-485-0502
spoland@mountvernonohio.org

Citizen Member

Ahmad Takrouri
 615 E. Vine St.
 Mount Vernon, Ohio 43050
 740-398-8571
atakrouri@mountvernonohio.org

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

Alternate Member

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

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

HISTORY:

12/12/22 City Council FIRST READING

Resolution No. 2022-129 was given a first reading.

COMMENTS - Current Meeting:

Resolution No. 2022-129 was given a second reading.

RESULT: SECOND READING

Next: 1/9/2023 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2022-133

Meeting: 12/27/22 7:30 PM
Dept: Utilities
Woods, Keener
Category: Utilities
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 3711

A RESOLUTION 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. 2 AT THE CITY'S WATER TREATMENT PLANT, IDENTIFY AND ENTER INTO CONTRACT WITH THE SELECTED FIRM OR FIRMS FOR THOSE SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, Revised Code sections 153.65-73 allow local governments to select architects, engineers and other design professionals on Qualifications-Based criteria.

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

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to release a Request for Qualifications for identifying and selecting a qualified firm or firms to provide services for the Rehabilitation of Clarifier No. 2 at the City's Water Treatment Plant.

SECTION 2: That the Safety-Service Director is hereby further authorized, upon identifying and selecting a qualified firm or firms, to negotiate and enter into a contract to provide services for the rehabilitation of Clarifier No. 2 at the City's Water Treatment Plant.

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

COMMENTS - Current Meeting:

Resolution No. 2022-133 was given a first reading.

RESULT: FIRST READING

Next: 1/9/2023 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier
Category: Community Relations
Prepared By: Terry Scott
Initiator: Todd Hill

ADOPTED

RESOLUTION 2022-134

DOC ID: 3714

**A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO
EXTEND THE CONTRACT OF COMBINATION BETWEEN THE MOUNT VERNON CITY
HEALTH DISTRICT AND THE KNOX PUBLIC HEALTH; AND DECLARING AN
EMERGENCY.**

WHEREAS, Ohio Revised Code Section 3709.07 provides for the union of health districts and the procedure to be followed in effecting such union, specifically the execution of a contract between the combined health districts;

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

SECTION 1: That the Safety-Service Director, on behalf of the City of Mount Vernon, is authorized and directed to extend and continue the contract of combination originally executed on March 9, 1983 between the Board of Knox Public Health and the City of Mount Vernon, and last renewed January 1, 2020.

SECTION 2: The budget for the operation of the Knox Public Health shall be estimated by the Board of Health and fixed by the Knox County Budget Commission pursuant to Section 3709.28 of the Ohio Revised Code. For the period beginning January 1, 2023, and ending December 31, 2025, the City of Mount Vernon shall contribute the following to the Knox Public Health budget:

<u>2023</u>	<u>2024</u>	<u>2025</u>
\$61,900.00	\$64,100.00	\$66,660.00

SECTION 3: This contract shall be effective on January 1, 2023, and shall remain in force until December 31, 2025, or upon one party giving at least four (4) months prior written notice of intention to withdraw or terminate to the other party hereto. All further terms of the original contract shall remain in force.

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of providing continuous funding of the Knox Public Health, and said Resolution shall therefore, become effective upon its date

of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the city of Mount Vernon; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Francis made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-134, with a second by Hillier. Motion to suspend passed by a roll-call vote of 6-0. Francis made a motion to adopt Resolution No. 2022-134, with a second by Hillier. Francis noted that the legislation would renew an existing contract between the City and Knox Public Health. 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, Woods, Keener, Severns, Mahan
EXCUSED:	Janis Seavolt



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2022-135

Meeting: 12/27/22 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3715

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 defined within Ordinance 2017-33:

1. From Account 701.2720.54118, Environmental Consultants, to Account 701.2720.53111, Dues/Supplies, in the amount of \$8,000.00.
2. From Account 701.2740.51111, Distribution Employees, to Account 701.2780.51111, Employee Final Payoff, in the amount of \$3,000.00.
3. From Account 720.2820.51111, Plant Employees, to Account 720.2840.51111, Collection Employees, in the amount of \$4,000.00.
4. From Account 720.2820.51111, Plant Employees, to Account 720.2880.51111, Employee Final Payoff, in the amount of \$12,000.00.
5. From Account 101.3600.52123, Workers' Compensation, to Account 101.3600.52124, Unemployment, in the amount of \$1,200.00.
6. From Account 101.3600.52123, Workers' Compensation, to Account 101.2640.54484, Transfer to Bond Retirement, in the amount of \$2,750.00.
7. From Account 302.1300.56622, Bond Interest to Account 302.1300.56621, Bond Redemption, in the amount of \$14,877.12.

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:

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-135, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan

made a motion to adopt Resolution No. 2022-135, 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:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Janis Seavolt



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2022-136

Meeting: 12/27/22 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3716

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO PAY BILLS PURSUANT TO SECTION 5705.41 (D), THEN AND NOW CERTIFICATION.

WHEREAS, the Safety-Service Director for the City of Mount Vernon did make the necessary inquiries that these billed amounts as indicated are legitimate and proper and did approve payment in the amounts shown; and

WHEREAS, at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract or order was in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

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 pay bills as follows:

1. To Frost Brown Todd, LLC, in the amount of \$3,132.19, to be taken from Account 701.2720.54115, Water-Plant Services Received.
2. To Ag-Pro Ohio, LLC, in the amount of \$3,692.01, to be taken from Account 701.2740.55511 (\$1,846.01) Distribution-Equipment and Account 720.2840.55511 (\$1,846.01) Collection-Equipment.
3. To Core & Main LP, in the amount of \$22,612.50, to be taken from Account 701.2700.55521, Water Office-Computer Maintenance (\$11,306.25), and Account 720.2800.55521, W/W Office-Computer Maintenance (\$11,306.25).

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:

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-136, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt Resolution No. 2022-136, 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:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Janis Seavolt



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3717 A

ADOPTED

RESOLUTION 2022-137

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 706.2800.54492, Sewer Service (to County), in the amount of \$9,300.00
(Exceeded Estimated Resources for 2022)
2. To Account 708.2800.54492, Wastewater Service (Clinton Twp.), in the amount of \$30,000.00.
(Exceeded Estimated Resources for 2022)
3. To Account 224.2100.51111, Chief, Captains, & Firefighters, in the amount of \$36,500.00.
4. To Account 224.1900.51111, Chief, Captain, & Policemen, in the amount of \$92,000.00.
5. To Account 224.1900.51112, Radio Clerk & Executive Secretary, in the amount of \$15,000.00.
6. To Account 224.1900.51113, Community Advocate, in the amount of \$1,400.00.
7. To Account 224.1900.52125, Employee Insurance, in the amount of \$160,000.00.
8. To Account 224.2100.52125, Employee Insurance, in the amount of \$240,000.00.
9. To Account 224.2100.54490, Transfer to Fire Pension, in the amount of \$75,000.00.
(Exceeded Estimated Resources for Fund 224)
10. To Account 101.3600.52125, Employee Insurance, in the amount of \$560,000.00.
11. To Account 101.3600.54494, Networking Systems, in the amount of \$10,000.00.

- 12.To Account 101.2640.54484, Transfer to Bond Retirement, in the amount of \$30,000.00.
- 13.To Account 101.2600.51111, Parks-Superintendent, in the amount of \$3,900.00.
- 14.To Account 101.2600.51112, Parks Employees, in the amount of \$5,000.00.
- 15.To Account 101.2500.51112, PB&L Employees, in the amount of \$21,000.00.
- 16.To Account 101.1300.51112, Auditor's Deputies, in the amount of \$8,500.00.
(Exceeded Estimated Resources for General Fund for 2022)
- 17.To Account 101.3600.54486, Youth Council, in the amount of \$1,000.00.
(Donation from Mark & Elaine Hauberg)
- 18.To Account 101.1780.53115, Probation-Food/Drinks, in the amount of \$1,000.00.
(Grant from Food for the Hungry, Inc.)
- 19.To Account 301.1300.56621, Bond Redemption, in the amount of \$68,806.00.
- 20.To Account 301.1300.56622, Bond Interest, in the amount of \$38,706.56.
(Exceeded Estimated Resources for Fund 301)
- 21.To Account 302.1300.56621, Bond Redemption, in the amount of \$45,410.35.
(Exceeded Estimate Resources for Fund 302)
- 22.To Account 303.1300.56621, Bond Redemption, in the amount of \$14,507.45.
(Exceeded Estimated Resources for Fund 303)
- 23.To Account 301.1300.56525, Closing Costs, in the amount of \$12,500.00.
- 24.To Account 101.3600.54455, Lease/Purchase Fire Equipment, in the amount of \$1,130,660.00
(Proceeds from Sale of Bonds for Fire Equipment)

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:

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-137, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt Resolution No. 2022-137, 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:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Janis Seavolt



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3720

ADOPTED

RESOLUTION 2022-138

**A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND SAID
RESOLUTION SUPPLEMENTS THE INTERIM APPROPRIATIONS AND OTHER
EXPENDITURES FOR THE CITY OF MOUNT VERNON, STATE OF OHIO, DURING
FISCAL YEAR ENDING DECEMBER 31, 2023.**

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

SECTION 1: That
the Auditor of the
City of Mount
Vernon be, and he
herewith is,
authorized and
directed to make
appropriations for
current expenses to
supplement the
interim
appropriations and
other expenditures
of the City of Mount
Vernon, during the
fiscal year
ending December
31, 2023.

101.1100.51111	COUNCIL PRESIDENT & MEMBERS	17,000.00
101.1100.53111	DUES/SUPPLIES/INCIDENTAL	700.00
101.1100.53112	SECURITY	500.00
101.1100.54311	TRAINING/TRAVEL/EXPENSES	0.00
101.1100.54451	COMPUTER MAINTENANCE	30,200.00
	TOTAL COUNCIL	48,400.00
101.1200.51111	MAYOR SALARY	17,000.00
101.1200.51112	MAYORS ADMIN ASSISTANT	11,000.00
101.1200.53111	DUES/SUPPLIES/INCIDENTAL	2,000.00
101.1200.53113	TELEPHONE	250.00
101.1200.54311	TRAINING/TRAVEL/EXPENSES	700.00
101.1200.54465	REFUND OVERPAYMENT	200.00
	TOTAL MAYOR	31,150.00

Resolution 2022-138

Meeting of December 27, 2022

101.1300.51111	AUDITOR SALARY	17,000.00
101.1300.51112	AUDITOR'S DEPUTY & ASST. DEPUTIES	27,000.00
101.1300.52121	P E R S (GENERAL)	35,000.00
101.1300.53111	DUES/SUPPLIES/INCIDENTAL	5,000.00
101.1300.53112	BANK CHARGES	3,000.00
101.1300.53113	TELEPHONE	500.00
101.1300.54111	SERVICES RECEIVED-ACCRUAL	1,850.00
101.1300.54451	COMPUTER MAINTENANCE	5,000.00
101.1300.54484	TRANSFER TO BOND RETIREMENT	25,000.00
	TOTAL AUDITOR	119,350.00
101.1400.51111	TREASURERS SALARY	1,800.00
101.1400.53111	DUES/SUPPLIES/INCIDENTAL	50.00
	TOTAL TREASURER	1,850.00
101.1500.51111	LAW DIRECTORS SALARY	26,000.00
101.1500.51112	LAW DIRECTOR ASSISTANT & CLERKS	68,000.00
101.1500.53111	DUES/SUPPLIES/INCIDENTAL	1,650.00
101.1500.53113	TELEPHONE	650.00
101.1500.53114	LAW BOOKS	1,050.00
101.1500.53216	FURTHERANCE OF JUSTICE	2,500.00
101.1500.54422	INSURANCE DEFENSE FUND	5,000.00
101.1500.54451	COMPUTERIZATION	5,000.00
101.1510.51111	PERSONNEL-VICTIM'S ADVOCATE	11,000.00
	TOTAL LAW DIRECTOR	120,850.00
101.1600.51111	INCOME TAX ADMINISTRATOR	11,000.00
101.1600.51112	INCOME TAX ASSISTANTS	16,160.00
101.1600.53111	DUES/SUPPLIES/INCIDENTAL	10,000.00
101.1600.53113	TELEPHONE	200.00
101.1600.54311	TRAINING/TRAVEL/EXPENSES	1,000.00
101.1600.54451	COMPUTER MAINTENANCE	15,000.00
101.1600.54465	INCOME TAX REFUNDS	50,000.00
101.1600.55511	EQUIPMENT	4,000.00
	TOTAL INCOME TAX	107,360.00
101.1700.51111	MUNICIPAL COURT JUDGES	11,000.00
101.1700.51112	MUN CT CLERK SALARY	10,200.00
101.1700.51113	MUN CT DEPUTY CLERKS	62,660.00
101.1700.52121	MUNICIPAL COURT P.E.R.S.	22,450.00
101.1700.53111	DUES/SUPPLIES/INCIDENTAL	10,000.00
101.1700.53112	BANK CHARGES	250.00
101.1700.53113	TELEPHONE	1,100.00
101.1700.54311	TRAINING/TRAVEL/EXPENSES	750.00
101.1720.51111	MUNICIPAL COURT BAILIFF	6,425.00
101.1720.51112	MUNICIPAL COURT SECURITY	22,200.00
101.1720.52127	BAILIFF UNIFORM	500.00
101.1720.54311	TRAINING/TRAVEL/EXPENSES	1,300.00
101.1760.54463	WITNESS & JURY FEES	250.00
101.1780.51111	PROBATION OFFICER	42,675.00
101.1780.53111	DUES/SUPPLIES/INCIDENTAL	2,500.00
101.1780.53113	TELEPHONE	300.00
101.1780.53114	PROB. EDUC/AWARENESS	5,000.00

101.1780.54311	TRAINING/TRAVEL/EXPENSES	750.00
101.1785.51111	JRIG. GRANT - PROBATION OFFICER	28,000.00
101.1785.51112	PROB-SPEC DOCKET GRANT	15,000.00
101.1785.52121	JRIG - P E R S	3,600.00
101.1785.52123	JRIG - WORKERS' COMPENSATION	4,450.00
101.1785.52125	JRIG - EMPLOYEE INSURANCE	900.00
101.1785.52126	JRIG - MEDICARE	460.00
101.1785.53111	JRIG - SUPPLIES	175.00
101.1785.53113	JRIG - COMMUNICATION	525.00
101.1785.53114	JRIG - ADVERTISING	350.00
101.1785.53115	JRIG - TRANSPORTATION	1,275.00
101.1785.54112	JRIG - DRUG TESTING	17,000.00
101.1785.54113	JRIG - ALCOHOL TESTING	3,425.00
101.1785.54115	JRIG - TESTING SUPPLIES	925.00
101.1785.54116	JRIG - ELECTRONIC MONITORING	1,400.00
101.1785.54118	JRIG - COUNSELING	17,000.00
101.1785.54119	JRIG - EDUCATIONAL SUPPLIES	1,070.00
101.1785.54120	JRIG - TRANSPORTATION PASSES	950.00
101.1785.54311	JRIG - STAFF	1,500.00
	TRAINING/DEVELOPMENT	
	TOTAL MUNICIPAL COURT	298,315.00
101.1800.51111	MERIT SYSTEM ADMINISTRATOR	2,000.00
101.1800.53111	DUES/SUPPLIES/INCIDENTAL	400.00
101.1800.53115	TESTING	5,000.00
	TOTAL CIVIL SERVICE	7,400.00
101.1900.53111	DUES/SUPPLIES/INCIDENTAL	1,364.17
101.1900.53216	K-9 UNIT EXPENSES	8,133.27
101.1900.54115	PAK PROGRAM (POLICE & KIDS)	1,543.89
	TOTAL POLICE DEPT.	11,041.33
101.2300.51111	SAFETY-SERVICE DIRECTOR	14,000.00
101.2300.51112	SSD ADMINISTRATIVE ASSIST	7,600.00
101.2300.53111	DUES/SUPPLIES/INCIDENTALS	1,250.00
101.2300.53113	TELEPHONE	250.00
101.2300.54111	SERVICES RECEIVED	9,000.00
101.2300.54311	TRAINING/TRAVEL/EXPENSES	500.00
	TOTAL S.S.D.	32,600.00
101.2320.51111	HUMAN RESOURCE DIRECTOR	18,000.00
101.2320.53111	DUES/SUPPLIES/INCIDENTALS	500.00
101.2320.53113	TELEPHONE	100.00
101.2320.54111	SERVICES RECEIVED	3,000.00
101.2320.54311	TRAINING/TRAVEL/EXPENSES	150.00
	TOTAL HUMAN RESOURCES	21,750.00
101.2350.51111	PROPERTY MAINT OFFICER	8,000.00
101.2350.53111	DUES/SUPPLIES/INCIDENTALS	400.00
101.2350.53113	TELEPHONE	475.00
101.2350.53214	MAINTENANCE OF VEHICLE	475.00
101.2350.54111	SERVICES RECEIVED	4,000.00
101.2350.54311	TRAINING/TRAVEL/EXPENSES	350.00
	TOTAL PROP MAINT ENFORCEMENT	13,700.00

101.2400.51111	DIRECTOR OF ENGINEERING	15,500.00
101.2400.51112	ASSISTANTS & CLERK	45,000.00
101.2400.51113	ASSISTANT CITY ENGINEER	11,500.00
101.2400.51114	PROJECT ENGINEER	10,500.00
101.2400.52127	UNIFORM RENTAL	500.00
101.2400.53111	DUES/SUPPLIES/INCIDENTALS	7,000.00
101.2400.53113	TELEPHONE	750.00
101.2400.53214	MAINTENANCE OF EQUIPMENT	1,750.00
101.2400.54115	CONTRACT ENGINEER	250,000.00
101.2400.54311	TRAINING/TRAVEL/EXPENSES	750.00
101.2400.54423	INSURANCE DEDUCTIBLE	500.00
101.2400.55511	OFFICE EQUIPMENT	7,000.00
	TOTAL ENGINEERING	350,750.00
101.2500.51111	PUBLIC WORKS DIR & ASST DIR	17,000.00
101.2500.51112	P.B. & L. EMPLOYEES	42,000.00
101.2500.52127	UNIFORMS	1,200.00
101.2500.53111	DUES/SUPPLIES/INCIDENTALS	250.00
101.2500.53113	TELEPHONE	1,000.00
101.2500.53215	JANITORIAL SUPPLIES	2,500.00
101.2500.53312	MAINTENANCE & REPAIRS	125,000.00
101.2500.53313	RENTALS-MAINT/REPAIRS	27,000.00
101.2500.53314	RENTALS-SECURITY DEPOSITS	1,000.00
101.2500.54111	JANITORIAL CONTRACT	22,000.00
101.2500.54116	REFUSE REMOVAL	900.00
101.2500.54211	UTILITIES	33,000.00
101.2500.54212	RENTALS-UTILITIES	8,000.00
101.2500.54311	TRAINING/TRAVEL/EXPENSES	1,000.00
101.2500.54423	INSURANCE DEDUCTIBLE	500.00
101.2500.55511	TOOLS	2,000.00
101.2500.56613	ARBOR TRUST	12,000.00
	TOTAL PUBLIC BLDG & LAND	296,350.00
101.2600.51111	PUBLIC WORKS DIR & ASST DIR	21,000.00
101.2600.51112	PARKS EMPLOYEES	47,000.00
101.2600.51113	SEASONAL EMPLOYEES	8,000.00
101.2600.52127	UNIFORMS	1,200.00
101.2600.53111	DUES/SUPPLIES/INCIDENTALS	800.00
101.2600.53113	TELEPHONE	1,300.00
101.2600.53215	JANITORIAL SUPPLIES	1,300.00
101.2600.53312	MAINTENANCE & REPAIR	75,000.00
101.2600.53313	MAINTENANCE & REPAIR-ANC PROP	500.00
101.2600.54211	UTILITIES-BALL FIELD LIGHT	3,800.00
101.2600.54311	TRAINING/TRAVEL/EXPENSES	2,000.00
101.2600.54423	INSURANCE DEDUCTIBLE	500.00
101.2600.54490	TRANSFER TO PARK DEVELOPMENT	500.00
101.2600.55511	PLAYGROUND EQUIPMENT	25,000.00
	TOTAL PARKS DEPARTMENT	187,900.00
101.2620.53111	DUES/SUPPLIES/INCIDENTALS	750.00
101.2620.53113	TELEPHONE	200.00
101.2620.54111	REC. DIRECTOR CONTRACT	1,700.00
	TOTAL RECREATION	2,650.00
101.2640.53111	DUES/SUPPLIES/INCIDENTALS	500.00

101.2640.53113	TELEPHONE	800.00
101.2640.54211	UTILITIES	4,000.00
	TOTAL POOL DEPARTMENT	5,300.00
101.3600.51111	EMPLOYEE FINAL PAYOFF	15,000.00
101.3600.52121	P.E.R.S. (SERVICE)	43,000.00
101.3600.52123	WORKERS COMPENSATION	50,000.00
101.3600.52124	UNEMPLOYMENT COMPENSATION	4,000.00
101.3600.52125	EMPLOYEE INSURANCE	580,000.00
101.3600.52126	MEDICARE & SOCIAL SECURITY	9,000.00
101.3600.53311	RADIO REPAIR	15,000.00
101.3600.53312	SIRENS	3,000.00
101.3600.53314	U.P.S. SERVICE	500.00
101.3600.54112	KNOX COUNTY AUDITOR DEDUCT	10,000.00
101.3600.54117	STATE EXAMINERS FEES	5,000.00
101.3600.54211	STREET LIGHTING	55,000.00
101.3600.54411	LEGAL ADVERTISING	15,000.00
101.3600.54451	GENERAL EXPENSES-COPIERS	7,500.00
101.3600.54453	EMS BILLING CHARGES	37,500.00
101.3600.54464	TAX LIEN - PLAZA BUILDING	5,500.00
101.3600.54473	CODIFICATION	3,500.00
101.3600.54474	RECORDING (COURTHOUSE)	200.00
101.3600.54477	TREE CARE & TRIMMING	3,000.00
101.3600.54481	ZONING	500.00
101.3600.54492	TRANSFER TO PARKING FUND	10,000.00
101.3600.54494	NETWORKING SYSTEMS	25,000.00
101.3600.55516	KOKOSING GAP TRAIL	2,000.00
101.3600.55518	AREA DEVELOPMENT	6,250.00
101.3600.55519	K A T (KNOX TRANSIT)	5,625.00
	TOTAL MISCELLANEOUS	911,075.00
	TOTAL GENERAL FUND	2,567,791.33
201.2900.51111	PUBLIC WORKS DIR & ASST DIR	21,000.00
201.2900.51112	EMPLOYEES	115,000.00
201.2900.51113	SEASONAL EMPLOYEES	8,000.00
201.2900.52121	P.E.R.S.	21,000.00
201.2900.52123	WORKERS COMPENSATION	3,000.00
201.2900.52124	UNEMPLOYMENT COMPENSATION	2,000.00
201.2900.52125	EMPLOYEES INSURANCE	55,000.00
201.2900.52126	MEDICARE & SOCIAL SECURITY	2,500.00
201.2900.52127	UNIFORM RENTAL	3,000.00
201.2900.53113	TELEPHONE	1,300.00
201.2900.53214	VEHICLE GASOLINE & OIL	10,000.00
201.2900.53312	VEHICLE/EQUIPMENT - MAINT.	10,000.00
201.2900.53313	MATERIALS & SUPPLIES	75,000.00
201.2900.53314	TRAFFIC LIGHT MAINTENANCE	12,000.00
201.2900.53316	STREET SIGNS	2,600.00
201.2900.54211	TRAFFIC LIGHT UTILITIES	8,000.00
201.2900.54311	TRAINING/TRAVEL/EXPENSES	3,500.00
201.2900.54423	INSURANCE DEDUCTIBLE	500.00
201.2900.55511	TOOLS/EQUIPMENT	2,000.00
	TOTAL STREET DEPT.	355,400.00
202.2900.55514	HIGHWAY PAVING/IMPROVEMENT	35,000.00
	TOTAL STATE HIGHWAY	35,000.00

204.3100.51111	PUBLIC WORKS DIR & ASST DIR	9,000.00
204.3100.51112	CLERK & EMPLOYEES	28,000.00
204.3100.51113	SEASONAL EMPLOYEES	8,000.00
204.3100.52121	P.E.R.S.	7,000.00
204.3100.52123	WORKERS COMPENSATION	800.00
204.3100.52124	UNEMPLOYMENT COMPENSATION	400.00
204.3100.52125	EMPLOYEE INSURANCE	18,500.00
204.3100.52126	MEDICARE & SOCIAL SECURITY	750.00
204.3100.52127	UNIFORM RENTAL	900.00
204.3100.53111	DUES/SUPPLIES/INCIDENTALS	700.00
204.3100.53113	TELEPHONE	750.00
204.3100.53214	VEHICLE-MAINTENANCE/SUPPLY	3,500.00
204.3100.53312	MAINTENANCE & REPAIR-BUILDING	10,000.00
204.3100.53313	MATERIALS & SUPPLIES	13,000.00
204.3100.54111	TREE TRIMMING/STUMP REMOVE	1,000.00
204.3100.54112	MONUMENT & FOUNDATION REPAIRS	1,800.00
204.3100.54211	UTILITIES	1,700.00
204.3100.54311	TRAINING/TRAVEL/EXPENSES	500.00
204.3100.54421	INSURANCE-LIABILITY	200.00
204.3100.54421	INSURANCE-DEDUCTIBLE	500.00
204.3100.54426	INSURANCE - VEHICLES	100.00
204.3100.54462	BURIAL RELIEF	4,000.00
204.3100.54464	TAX LIEN	300.00
204.3100.55511	EQUIPMENT	1,000.00
	TOTAL CEMETERY	112,400.00
206.2300.54115	C.D.B.G. ADMINISTRATION	20,000.00
206.2300.55515	C.D.B.G. CONSTRUCTION	75,000.00
206.2300.55517	C.D.B.G.-PROGRAM (CONSTRUCT)	25,000.00
	TOTAL C.D.B.G.	120,000.00
207.1900.52127	METER UNIFORMS	500.00
207.1900.53218	METER UNIFORM MAINTENANCE	500.00
207.1900.54211	UTILITIES	1,000.00
	TOTAL PARKING	2,000.00
208.1900.51111	CHIEF, CAPTAIN, PATROLMEN	400,000.00
208.2100.51111	CHIEF, CAPTAIN, FIREFIGHTERS	600,000.00
	TOTAL MUNI INCOME TAX 1/2% VOTED	1,000,000.00
211.2900.53312	STREET VEHICLE/EQUIPMENT	10,000.00
211.2900.53313	STREET MATERIALS & SUPPLY	45,000.00
211.2900.53314	STREET TRAFFIC LIGHT	5,000.00
	TOTAL PERMISSIVE LICENSE	60,000.00
215.1780.51111	PROBATION CLERK	20,353.00
215.1780.53111	PROBATION SERVICE FUND	5,000.00
	TOTAL PROBATION SERVICE FUND	25,353.00
216.1700.53111	SPECIAL PROJECTS	10,000.00
	TOTAL SPECIAL PROJECTS FUND	10,000.00
218.1700.54451	CLERK COMPUTER MAINTENANCE	3,765.00

	TOTAL CLERK COMPUTER FUND	3,765.00
219.1300.54492	SERVICES RECEIVED	35,000.00
	TOTAL LODGING EXCISE TAX FUND	35,000.00
224.1900.51112	RADIO CLERK & EXEC. SEC.	45,000.00
224.1900.51113	COMMUNITY ADVOCATE	15,500.00
224.1900.52121	P.E.R.S.	8,500.00
224.1900.52123	WORKERS COMPENSATION	10,000.00
224.1900.52125	EMPLOYEE INSURANCE	200,000.00
224.1900.52126	MEDICARE & SOCIAL SECURITY	1,000.00
224.1900.52127	UNIFORMS	5,000.00
224.1900.53111	DUES/SUPPLIES/INCIDENTAL	5,000.00
224.1900.53113	TELEPHONE	5,000.00
224.1900.53211	CHEMICAL ANALYSIS	1,000.00
224.1900.53215	MAINTENANCE OF EQUIPMENT	25,000.00
224.1900.53216	K-9 UNIT EXPENSES	1,000.00
224.1900.53217	BIKE MAINTENANCE & REPAIRS	200.00
224.1900.53218	UNIFORM MAINTENANCE	7,000.00
224.1900.54112	MEDICAL TESTS	1,000.00
224.1900.54311	TRAINING/TRAVEL/EXPENSES	10,000.00
224.1900.54423	INSURANCE DEDUCTIBLE	1,000.00
224.1900.54451	L.E.A.D.S.	2,000.00
224.1900.54452	COMPUTER MAINTENANCE	5,000.00
224.1900.54453	PURCHASE CRUISERS	90,000.00
224.1900.54490	TRANSFER TO POLICE PENSION	100,000.00
224.1900.55511	EQUIPMENT	5,000.00
224.1950.53111	IMPOUND LOT SUPPLIES	100.00
224.1950.54111	IMPOUND LOT TOWING	1,000.00
	TOTAL POLICE DEPT.	544,300.00
224.2100.51112	FIRE EXECUTIVE SECRETARY	9,500.00
224.2100.52121	P.E.R.S.	1,350.00
224.2100.52123	WORKERS COMPENSATION	16,000.00
224.2100.52125	EMPLOYEE INSURANCE	250,000.00
224.2100.52126	MEDICARE & SOCIAL SECURITY	7,000.00
224.2100.52127	UNIFORMS	6,000.00
224.2100.53111	DUES/SUPPLIES/INCIDENTALS	7,500.00
224.2100.53113	TELEPHONE	3,000.00
224.2100.53214	MAINTENANCE OF EQUIPMENT	10,000.00
224.2100.53218	UNIFORM MAINTENANCE	500.00
224.2100.54211	UTILITIES	10,000.00
224.2100.54311	TRAINING/TRAVEL/EXPENSES	3,000.00
224.2100.54423	INSURANCE DEDUCTIBLE	500.00
224.2100.54490	TRANSFER TO FIRE PENSION	50,000.00
224.2100.55511	EQUIPMENT	12,000.00
224.2150.53111	DUES/SUPPLIES/INCIDENTALS	12,000.00
224.2150.53214	MAINTENANCE OF EQUIPMENT	12,000.00
224.2150.54112	HEALTH & MEDICAL	1,500.00
224.2150.54311	TRAINING/TRAVEL/EXPENSES	3,000.00
224.2150.54423	INSURANCE DEDUCTIBLE	500.00
224.2150.55511	EQUIPMENT	5,000.00
	TOTAL FIRE DEPARTMENT	420,350.00
226.2100.51111	LIEUTENANTS	3,000.00

226.2100.52121	P-T FIREFIGHTERS/PARAMEDICS	64,000.00
226.2100.52123	WORKERS COMPENSATION	16,000.00
226.2100.52126	MEDICARE & SOCIAL SECURITY	7,500.00
226.2100.52127	UNIFORMS	2,000.00
226.2100.53111	DUES/SUPPLIES/INCIDENTALS	1,500.00
226.2100.53113	TELEPHONE	750.00
226.2100.53214	MAINTENANCE OF EQUIPMENT	3,000.00
226.2100.54311	TRAINING/TRAVEL/EXPENSES	2,500.00
226.2100.54423	INSURANCE DEDUCTIBLE	500.00
226.2100.54490	TRANSFER TO FIRE PENSION	1,000.00
226.2100.55511	EQUIPMENT	2,000.00
226.2150.53111	DUES/SUPPLIES/INCIDENTALS	2,500.00
226.2150.53214	MAINTENANCE OF EQUIPMENT	3,000.00
226.2150.54112	HEALTH & MEDICAL	1,000.00
226.2150.54311	TRAINING/TRAVEL/EXPENSES	1,500.00
226.2150.54423	INSURANCE DEDUCTIBLE	500.00
226.2150.55511	EQUIPMENT	2,500.00
	TOTAL FIRE DEPARTMENT	102,950.00
227.1300.54111	SERVICES RECEIVED	5,000.00
227.1300.54115	ENVIRONMENTAL CONSULTANTS	7,500.00
227.1300.54483	SMALL BUSINESS ASSISTANCE	5,000.00
227.1300.55511	EQUIPMENT	2,500.00
227.1300.55514	INFRASTRUCTURE	5,000.00
	TOTAL LOCAL FISCAL RECOVERY FND	25,000.00
304.1300.56621	BOND REDEMPTION	650.00
	TOTAL WATERWORKS-1976 BOND RET	650.00
401.2500.55516	PUBLIC BUILDINGS & LAND	200,000.00
401.3600.55511	EQUIPMENT	50,000.00
	TOTAL CAPITAL IMPROVEMENTS	250,000.00
402.3600.54111	TIF-IMPROVEMENTS-CONSTRUCT	350,000.00
402.3600.54112	COUNTY AUDITOR DEDUCTIONS	12,500.00
402.3600.54115	TIF-CONTRACT ENGINEER	150,000.00
	TOTAL TIF-DISTRICT IMPROVEMENT	512,500.00
405.2900.55514	ROADS - ASPHALT	325,000.00
405.2900.55516	ROADS - BRICK	20,000.00
	TOTAL ROADS & BRIDGES	345,000.00
406.3600.54112	COUNTY AUDITOR DEDUCTIONS	400.00
	TOTAL TIF DISTRICT-SANDUSKY ST.	400.00
603.2400.56612	BONDS & INSPECTION FEES	10,000.00
	TOTAL BONDS & INSPECTION	10,000.00
604.2600.53312	MAINTENANCE & REPAIRS	500.00
604.2600.54111	CONTRACT SERVICES	500.00
	1,000.00	
TOTAL VETERAN'S HONOR WALK		

701.2700.51112	OFFICE REGULAR EMPLOYEES	40,000.00
701.2700.52127	UNIFORMS	100.00
701.2700.53111	DUES/SUPPLIES/INCIDENTALS	9,000.00
701.2700.53113	TELEPHONE	1,000.00
701.2700.53214	MAINTENANCE-VEHICLE	500.00
701.2700.53215	METER REPAIRS & SUPPLIES	100.00
701.2700.54111	SERVICES RECEIVED	50.00
701.2700.54113	OFFICE COMPUTER MAINT.	1,000.00
701.2700.54311	TRAINING/TRAVEL/EXPENSES	150.00
701.2700.54452	OFFICE RENT	500.00
701.2700.54465	OVERPAYMENT	500.00
701.2700.55521	NEW WATER/WASTEWATER METERS	15,000.00
	TOTAL WATER OFFICE	67,900.00
701.2720.51111	PLANT EMPLOYEES	140,000.00
701.2720.52127	PLANT UNIFORM RENTAL	300.00
701.2720.53111	DUES/SUPPLIES/INCIDENTALS	15,000.00
701.2720.53113	TELEPHONE	2,000.00
701.2720.53211	PLANT CHEMICALS	60,000.00
701.2720.53214	MAINTENANCE-VEHICLE	500.00
701.2720.53312	PLANT MAINTENANCE	75,000.00
701.2720.54115	PLANT SERVICES RECEIVED	50,000.00
701.2720.54116	REFUSE REMOVAL	300.00
701.2720.54118	ENVIRONMENTAL CONSULTANT	70,000.00
701.2720.54211	PLANT UTILITIES	50,000.00
701.2720.54311	TRAINING/TRAVEL/EXPENSES	750.00
701.2720.54423	INSURANCE DEDUCTIBLE	500.00
701.2720.54464	TAX LIEN	700.00
701.2720.55511	PLANT EQUIPMENT	5,000.00
701.2720.55515	WATER WELLS & WELL FIELD	7,500.00
	TOTAL WATER PLANT	477,550.00
701.2740.51111	DISTRIBUTION EMPLOYEES	55,000.00
701.2740.52127	UNIFORM RENTAL	1,000.00
701.2740.53111	DUES/SUPPLIES/INCIDENTALS	600.00
701.2740.53113	TELEPHONE	700.00
701.2740.53214	MAINTENANCE-VEHICLE	8,000.00
701.2740.53312	MAINTENANCE/REPAIR-BLDG.	700.00
701.2740.54116	REFUSE REMOVAL	150.00
701.2740.54118	ENVIRONMENTAL CONSULTANT	50,000.00
701.2740.54211	DISTRIBUTION UTILITIES	10,000.00
701.2740.54311	TRAINING/TRAVEL/EXPENSES	3,200.00
701.2740.54423	INSURANCE DEDUCTIBLE	500.00
701.2740.55512	HYDRANTS	2,500.00
701.2740.55513	LINE IMPROVE OR EXTENSION	50,000.00
701.2740.55514	LINE MAINTENANCE/REPAIRS	50,000.00
	TOTAL WATER DISTRIBUTION	232,350.00
701.2760.54489	TRANSFER-BOND RETIREMENT	15,000.00
701.2780.52121	P.E.R.S.	33,000.00
701.2780.52123	WORKERS COMPENSATION	2,500.00
701.2780.52125	EMPLOYEES INSURANCE	90,000.00
701.2780.52126	MEDICARE & SOCIAL SECURITY	3,500.00
	TOTAL WATER MISCELLANEOUS	144,000.00

	TOTAL WATER FUND	921,800.00
704.2700.54492	WATER SERVICE (TO COUNTY)	1,500.00
	TOTAL WATER SERVICE	1,500.00
706.2800.54492	SEWER SERVICE (TO COUNTY)	2,000.00
	TOTAL SEWER SERVICE	2,000.00
708.2800.54492	WASTEWATER SERVICE/CLINTON	12,000.00
	TOTAL WW SERVICE/CLINTON	12,000.00
710.3210.51111	PERSONNEL	5,000.00
710.3210.53111	MATERIALS & SUPPLIES	7,500.00
710.3210.53214	MAINTENANCE-VEHICLE	2,000.00
710.3210.54118	ENVIRONMENTAL CONSULTANT	150,000.00
710.3210.54465	REFUND OVERPAYMENT	250.00
710.3210.55511	EQUIPMENT	5,000.00
710.3210.55513	LINES, CHANNELS, & RIVERS	250,000.00
710.3210.55514	LINE MAINTENANCE/REPAIRS	25,000.00
710.3210.55520	CATCH BASIN REPAIRS/MAINT	7,000.00
710.3210.55521	CURB & GUTTER REHABILITATION	7,000.00
	TOTAL STORM WATER UTILITY	458,750.00
715.2700.54492	WATER SERVICE-CLINTON	2,000.00
	TOTAL WATER SERVICE/CLINTON	2,000.00
720.2800.51112	OFFICE EMPLOYEES	40,000.00
720.2800.52127	OFFICE UNIFORM RENTAL	100.00
720.2800.53111	DUES/SUPPLIES/INCIDENTALS	9,000.00
720.2800.53113	TELEPHONE	1,000.00
720.2800.53214	MAINTENANCE-VEHICLE	500.00
720.2800.53215	MAINTENANCE-EQUIPMENT	150.00
720.2800.54111	SERVICES RECEIVED	50.00
720.2800.54113	COMPUTER MAINTENANCE	1,000.00
720.2800.54311	TRAINING/TRAVEL/EXPENSES	150.00
720.2800.54423	INSURANCE DEDUCTIBLE	500.00
720.2800.54465	OVERPAYMENT	500.00
720.2800.55521	NEW WATER/WASTEWATER METERS	15,000.00
	TOTAL WASTEWATER OFFICE	67,950.00
720.2820.51111	PLANT EMPLOYEES	145,000.00
720.2820.52127	PLANT UNIFORM RENTAL	500.00
720.2820.53111	DUES/SUPPLIES/INCIDENTALS	5,000.00
720.2820.53113	TELEPHONE	500.00
720.2820.53211	PLANT CHEMICALS	10,000.00
720.2820.53214	MAINTENANCE-VEHICLE	750.00
720.2820.53312	PLANT MAINTENANCE	50,000.00
720.2820.54111	SERVICES RECEIVED	7,500.00
720.2820.54114	SLUDGE REMOVAL	20,000.00
720.2820.54115	SEPTAGE RECEIVED	250.00
720.2820.54116	REFUSE REMOVAL	200.00
720.2820.54118	ENVIRONMENTAL CONSULTANT	250,000.00
720.2820.54211	PLANT UTILITIES	20,000.00
720.2820.54311	TRAINING/TRAVEL/EXPENSES	500.00
720.2820.54423	PLANT INSURANCE DEDUCTIBLE	500.00

720.2820.54464	TAX LIEN	50.00
720.2820.55511	PLANT EQUIPMENT	50,000.00
	TOTAL WASTEWATER PLANT	560,750.00
720.2840.51111	COLLECTION EMPLOYEES	60,000.00
720.2840.52127	UNIFORM RENTAL	750.00
720.2840.53111	DUES/SUPPLIES/INCIDENTALS	450.00
720.2840.53113	TELEPHONE	500.00
720.2840.53214	MAINTENANCE-VEHICLE	10,000.00
720.2840.53312	MAINTENANCE & REPAIR/BLDG	500.00
720.2840.54111	SERVICES RECEIVED	300.00
720.2840.54116	REFUSE REMOVAL	150.00
720.2840.54118	ENVIRONMENTAL CONSULTANT	50,000.00
720.2840.54211	COLLECTION UTILITIES	6,000.00
720.2840.54311	TRAINING/TRAVEL/EXPENSES	3,500.00
720.2840.54423	PLANT INSURANCE DEDUCTIBLE	500.00
720.2840.54424	DAMAGE CLAIMS	500.00
720.2840.55511	COLLECTION EQUIPMENT	10,000.00
720.2840.55513	LINE IMPROVE OR EXTENSION	200,000.00
720.2840.55514	LINE MAINTENANCE/REPAIRS	20,000.00
	TOTAL WW COLLECTION	363,150.00
720.2860.54486	TRANSFER-BOND RETIREMENT	10,000.00
720.2860.56521	O W D A - PRINCIPAL	180,000.00
720.2860.56522	O W D A -INTEREST	22,500.00
720.2880.52121	P.E.R.S.	40,000.00
720.2880.52123	WORKERS COMPENSATION	7,000.00
720.2880.52125	EMPLOYEES INSURANCE	100,000.00
	TOTAL WASTEWATER MISC.	363,500.00
	TOTAL WASTEWATER	1,355,350.00
901.3600.52122	POLICE PENSION	90,000.00
901.3600.54112	COUNTY AUDITOR DEDUCTION	500.00
	TOTAL POLICE PENSION	90,500.00
902.3600.52122	FIRE PENSION	150,000.00
902.3600.54112	COUNTY AUDITOR DEDUCTION	500.00
	TOTAL FIRE PENSION	150,500.00

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 approved by the Mayor.

COMMENTS - Current Meeting:

Mahan made a motion to suspend the rule requiring three separate readings of Resolution No. 2022-138, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Mahan made a motion to adopt Resolution No. 2022-138, with a second by Woods. Auditor Terry Scott commented on the legislation. Council will have a special meeting at 8:30 a.m. on Saturday, Jan. 21, 2023, to work on the City's 2023 budget. Motion to adopt Resolution No. 2022-138 passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Mahan, First Ward
SECONDER:	Tammy Woods, Third Ward
AYES:	Francis, Hillier, Woods, Keener, Severns, Mahan
EXCUSED:	Janis Seavolt



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2022-42

Meeting: 12/27/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3701

AN ORDINANCE ACCEPTING THE ANNEXATION OF 0.562 ACRES, PARCEL NUMBER 59-02288.000, FROM PLEASANT TOWNSHIP INTO THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 709.023 provides the process for an Expedited Type 2 annexation where the annexed territory remains subject to the real estate taxation of the township; and

WHEREAS, on September 20, 2022, the Knox County Board of Commissioners approved the petition of the owner of 0.562 acres located in Pleasant Township to annex the property into the City of Mount Vernon under the Expedited Type 2 process; and

WHEREAS, Revised Code sections 709.04 and 709.10 require the City to accept or reject the approved annexation petition in no less than 60 and no more than 120 days after the approval of the petition by the Knox County Board of Commissioners.

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

SECTION 1: That pursuant to Revised Code Section 709.10, the City of Mount Vernon accepts the annexation of 0.562 acres, Parcel Number 59-02288.000, located in Pleasant Township proposed in the owner's petition and approved by the Knox County Board of Commissioners on September 20, 2022 (attached as Exhibit A).

SECTION 2: That the annexation is subject to the conditions set for in Ordinance 2022-29, adopted by Council on September 12, 2022.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that Revised Code Section 709.04 requires Council to act on the annexation within a short window, therefore, it become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

12/12/22 City Council FIRST READING

Ordinance No. 2022-42 was given a first reading. Hillier requested a 10-minute meeting of the Planning and Zoning Committee on the legislation for Dec. 27, 2022.

Ordinance 2022-42

Meeting of December 27, 2022

COMMENTS - Current Meeting:

Ordinance No. 2022-42 was given a second reading.

RESULT: SECOND READING**Next: 1/9/2023 7:30 PM**



Knox County Board of Commissioners

Teresa A. Bemiller

Thom Collier

Bill Pursel

County Administrator

Jason E. Booth

Clerk/Administrative Assistant

Penny Doyle

Fiscal Coordinator

Robin Santo

September 20, 2022

RESOLUTION 2022-826--APPROVE TYPE 2 ANNEXATION OF 0.562 ACRES FROM PLEASANT TOWNSHIP TO THE CITY OF MOUNT VERNON, OHIO, ZACHARY DIMARCO, ATTORNEY AT LAW WITH CRITCHFIELD, CRITCHFIELD & JOHNSTON, LTD, AGENT. PARCEL #59-02288.000 – PHILIP A. GREENE AND RENEE L. GREENE – 8712 MARTINSBURG ROAD, MOUNT VERNON, OHIO.

Mr. Bill Pursel moved the adoption of the following resolution:

WHEREAS, the Board of Knox County Commissioners proceeded the 20TH day of September, 2022, to hear the petition of Zachary DiMarco, Attorney at Law with Critchfield, Critchfield & Johnston, LTD, Agent, to obtain annexation of territory consisting of 0.562 acres in Pleasant Township, in the County of Knox, and adjacent to the City of Mount Vernon, Ohio, finds that said petition meets the conditions listed in ORC 709.023; that its statements are true; that the territory sought to be annexed is adjacent to the City of Mount Vernon, Ohio; that the petition contains a full description of said territory; that the map of said territory attached to the petition is accurate; and that it is right and proper that said petition should be granted;

THEREFORE, BE IT RESOLVED, by the Board of Knox County Commissioners of Knox County, Ohio, that the prayer of the petition be granted, specifically being that the territory situated in the Township of Pleasant, County of Knox, and State of Ohio, be annexed to the City of Mount Vernon, Ohio, Ohio;

FURTHER, BE IT RESOLVED, that all orders and proceedings of this Board relative to said petition and map attached thereto and all papers on file relating to said matter, be deposited with the City of Mount Vernon, Ohio.

A copy of said annexation and all supporting documents are attached to Journal No. 2022.

Mr. Thom Collier seconded the adoption of the foregoing resolution and upon roll call, the vote resulted as follows:

Mrs. Teresa A. Bemiller, Absent

Mr. Thom Collier, Aye

Mr. Bill Pursel, Aye

CERTIFICATION

I, Penny R. Doyle, the duly appointed Clerk/Administrative Assistant of the Board of Knox County Commissioners of Knox County, Ohio, do hereby certify the above to be a true and correct copy of a resolution adopted at a regular session of the Board of Knox County Commissioners held on Tuesday, September 20, 2022, and entered into Commissioner's Journal No. 2022.

Penny Doyle

Penny Doyle, Clerk/Administrative Assistant
Board of Knox County Commissioners


City of Mount Vernon

40 Public Square
Mount Vernon, OH 43050

Phone 740-393-9517
Fax 740-397-6595

Matthew T. Starr
Mayor

City Council

Bruce E. Hawkins
President

Josh Kirby
First Ward

John Francis
Second Ward

Tammy Woods
Third Ward

Mike Hillier
Fourth Ward

Amber Keener
At Large

Janis Seavolt
At Large

Mel Severns
At Large

Administration

Matthew T. Starr
Mayor

Richard S. Dzik
Safety Service Director

P. Robert Broeren
Law Director

John Thatcher
Judge

David Stuller
Treasurer

Terry L. Scott
Auditor

Todd Hill
Clerk of Council

Lindsay N. Hoar
Assistant Clerk of Council

Tuesday, September 13, 2022

Knox County Commissioners
117 E. High St., #161
Mount Vernon, OH 43050

Dear Commissioners,

Attached please find a certified copy of City of Mount Vernon Ordinance 2022-29, adopted by the Mount Vernon City Council on September 12, 2022, consenting to the annexation of 0.562 acres, parcel number 59-02288.000, from Pleasant Township into the City of Mount Vernon; providing for certain City services to the annexed parcel and providing protections against incompatible uses under existing township zoning.

Sincerely,

Todd Hill
City Council Clerk, City of Mount Vernon

Encl.



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2022-29

Meeting: 08/08/22 7:30 PM
Dept: Planning and Zoning
Hillier, Severns
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 3612

*1st-8/8/22
2nd-8/12/22
3rd-9/12/22
Adopt-9/11/22*

AN ORDINANCE CONSENTING TO THE ANNEXATION OF 0.562 ACRES, PARCEL NUMBER 59-02288.000, FROM PLEASANT TOWNSHIP INTO THE CITY OF MOUNT VERNON; PROVIDING FOR CERTAIN CITY SERVICES TO THE ANNEXED PARCEL AND PROVIDING PROTECTIONS AGAINST INCOMPATIBLE USES UNDER EXISTING TOWNSHIP ZONING; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 709.023 provides the process for an Expedited Type 2 annexation where the annexed territory remains subject to the real estate taxation of the township, and

WHEREAS, on June 21, 2022 the owner of 0.562 acres, Parcel Number 59-02288.000, located in Pleasant Township filed a petition with the Knox County Board of Commissioners to annex the property into the City of Mount Vernon under the Expedited Type 2 process.

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

SECTION 1: That pursuant to Revised Code Section 709.023(D), the City of Mount Vernon consents to the annexation proposed in the owner's petition.

SECTION 2: That upon annexation into the City of Mount Vernon, the City shall provide the following services to the annexed parcel:

- a) Police Protection
- b) Fire Protection
- c) Emergency Medical Services
- d) Stormwater Utility Services

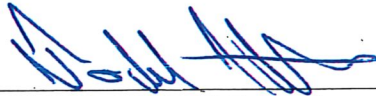
SECTION 3: That City Council finds that the annexation parcel is currently subject to Pleasant Township Zoning, pursuant to Chapter 519 of the Revised Code. If the territory is annexed and becomes subject to zoning by the City of Mount Vernon, and City zoning permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under current township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the City Council will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township. "Buffer" includes open space, landscaping, fences, walls, and other structured elements; streets and street right-of-ways; and bicycle and pedestrian paths and sidewalks.

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

Ordinance 2022-29

Meeting of August 8, 2022

that Revised Code Section 709.023(C) requires the City to act within 20 days of the filing of the annexation petition to state what municipal services it will provide to a parcel annexed through this process, therefore, it 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.


Bruce Hawkins, Council PresidentPASSED: SEPTEMBER 12, 2022ATTEST: 
Todd Hill, Clerk of CouncilAPPROVED: September 12, 2022
Matthew T. Starr, Mayor

I hereby certify that this is an exact
copy of the original on file in office.


TODD HILL
CLERK OF COUNCIL
CITY OF MOUNT VERNON, OHIO

KNOX CTY COMMISSIONERS
JUN 21 2022 PM3:56

PETITION FOR ANNEXATION – EXPEDITED TYPE 2

Philip A. Greene and Renee L. Greene, being all of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Mount Vernon, Knox County, Ohio, being filed under **Sections 709.021(A) & 709.023(A)** of the Revised Code of Ohio.

Petitioner has attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as **Exhibit “A.”**

The petition meets all requirements set forth in section 709.021 of the Ohio Revised Code. The petitioners are the owners of the territory proposed for annexation and constitute all owners of the territory. The described territory is contiguous with the City of Mount Vernon, Ohio and does not exceed 500 acres. The described territory shares a contiguous boundary with the City of Mount Vernon for a continuous length of greater than 5% of the perimeter. The annexation of the described territory will not create an unincorporated area completely surrounded by territory to annexed.

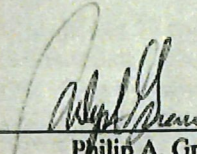
Petitioner has attached hereto and made a part of this petition, an accurate map or plat of the territory sought to be annexed, marked **Exhibit “B.”**

Zachary H. DiMarco, attorney with Critchfield, Critchfield & Johnston, Ltd. is hereby appointed agent for the undersigned Petitioner as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

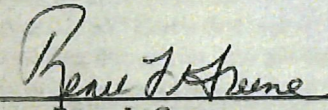
Attachment: Ex A - 09-26-22 KCBC Approve annexation of 0.562 ac (2022-42 : Accepting Annexation of 0.562 Acres from Pleasant Twp)

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Date: 6/20/22


Philip A. Greene

Date: 6.20.22


Renee L. Greene

ACCEPTANCE BY AGENT:


Signature of Agent

Zachary H. DiMarco, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
10 S. Gay Street, P.O. Box 469
Mount Vernon, Ohio 43050

740-397-4040, 740-397-6775
Phone Number/Fax Number

dimarco@ccj.com
Email Address (if applicable)

Exhibit A**Knox County Parcel Numbers: 59-02288.000****Landowner: Philip A. Greene and Renee L. Greene**

The following real estate, situated in Lot 10, Quarter 2, Township 6, Range 12, Pleasant Township, Knox County, Ohio, and being described as follows:

Commencing at an iron pipe found at the north east corner of Lot 12 on the west line of Lot 1; thence North 86 degrees 14' 40" West, along the north line of Lot 12, a distance of 150.00 feet to an iron pipe found; thence South 4 degrees 22' 55" West, along the east line of a 10.798 acre tract (See Survey Record H, Page 450) a distance of 1498.37 feet to the center of Martinsburg Road (State Route 586); thence South 66 degrees 08' 45" East, along said road, a distance of 229.21 feet to the south west corner and beginning point of the parcel herein described; thence North 11 degrees 28' 15" East, passing through an iron pin set at 30.71 feet, a total distance of 177.44 feet to a railroad spike set; thence South 85 degrees 02' 35" East a distance of 111.85 feet to an iron pin set; thence South 4 degrees 57' 25" West passing through an iron pin set at 189.76 feet, a total distance of 221.47 feet to a railroad spike set in the center of Martinsburg Road; thence North 66 degrees 08' 45" West, along the road, a distance of 139.50 feet to the point of beginning, containing 0.562 of an acre, as surveyed in May, 1984, by Barnes & Tracy, Surveyors, Mount Vernon, Ohio, Thomas M. Tracy, Surveyor #6399, Ohio. North based on Survey Record H, Page 450. Being part of 108.60 acres described in Deed Volume 369, Page 648.

Prior Instrument Reference: Volume 1133, Page 666 of the Official Records, Knox County, Ohio

Exhibit B

(map or plat)

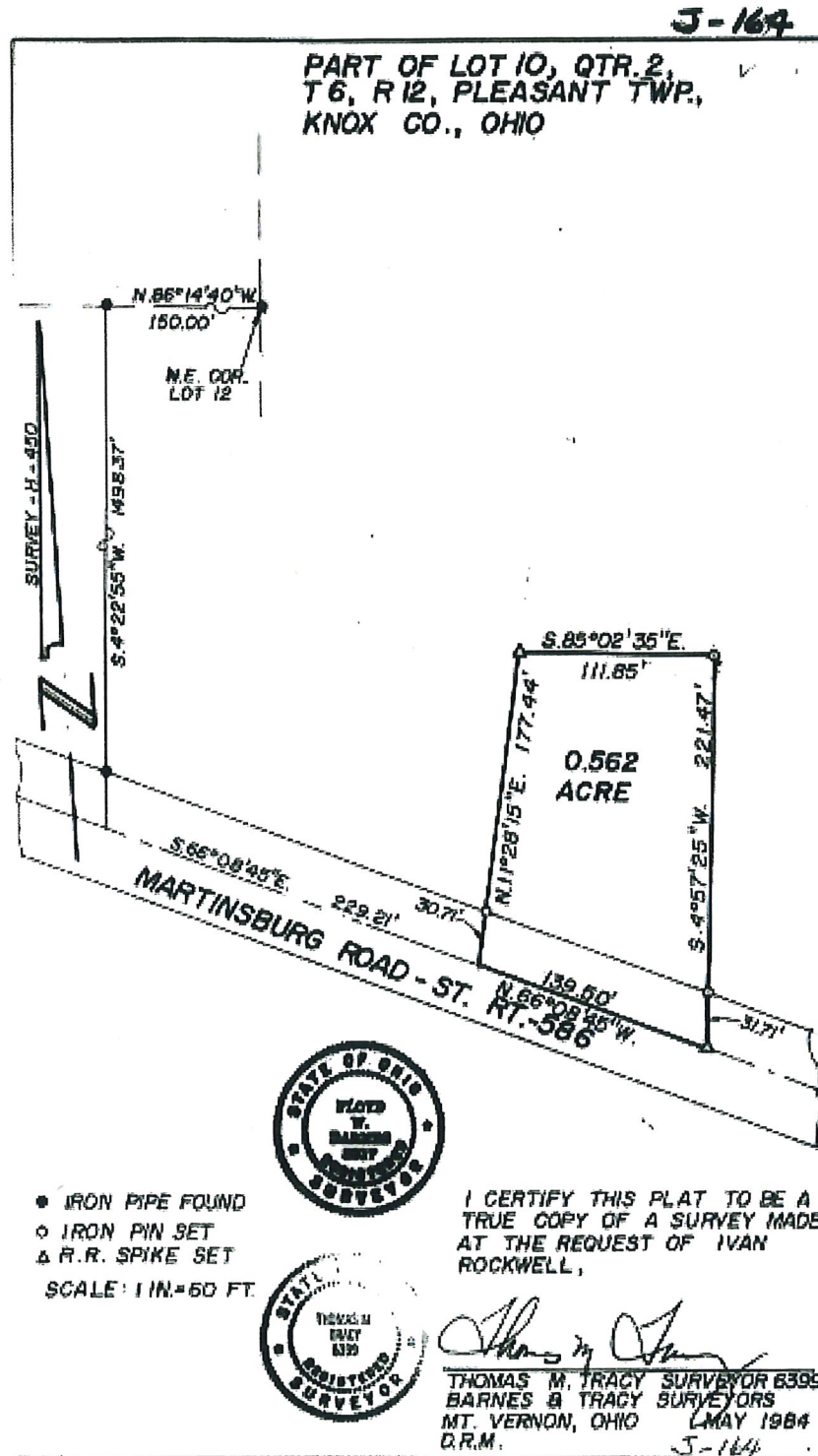
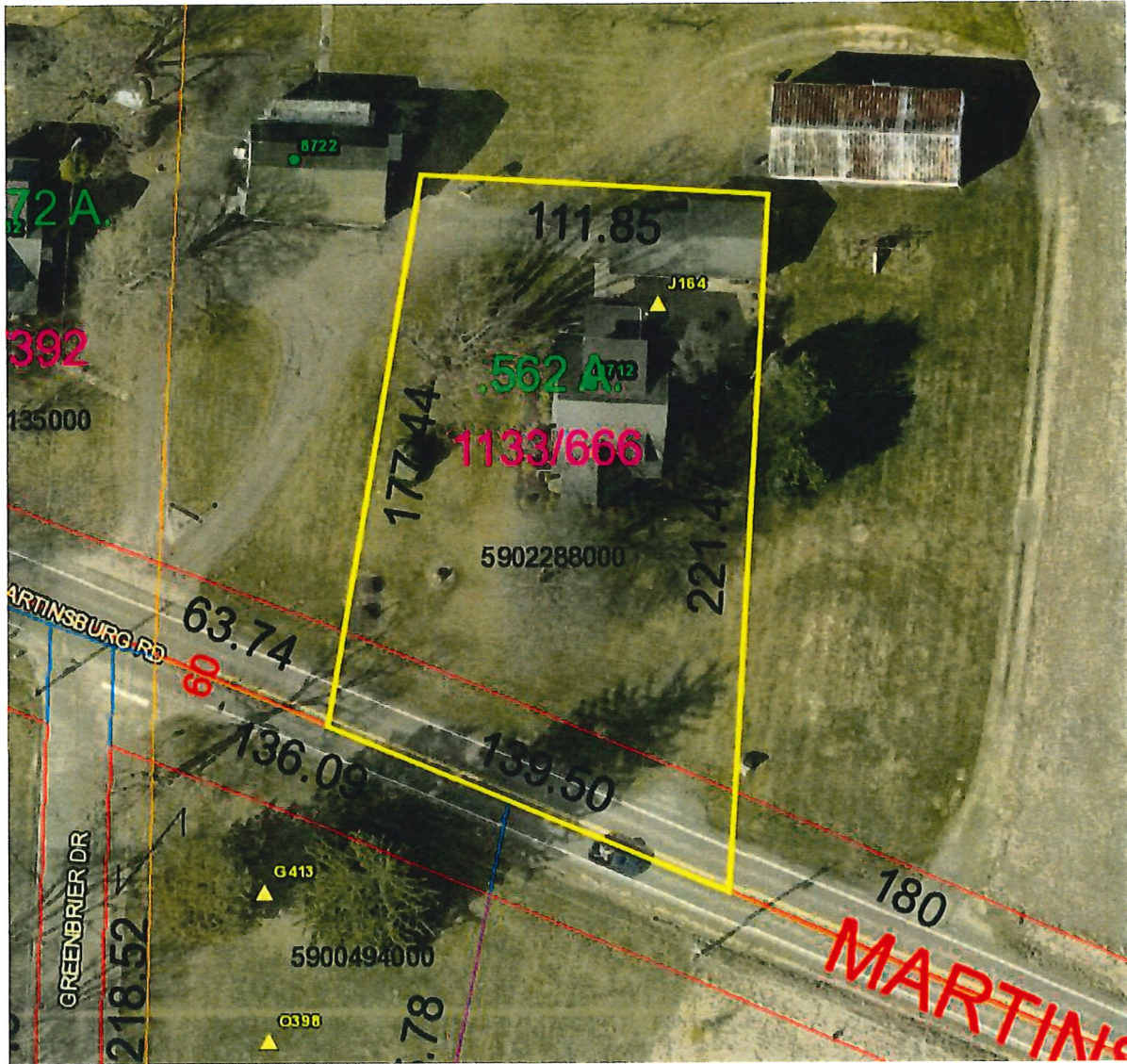


EXHIBIT B
(continued)



4892-8951-4250, v. 1



CRITCHFIELD

Attorneys at Law

July 5, 2022

Knox County Board of Commissioners
117 East High Street
Mount Vernon, Ohio 43050

RE: Philip A. Greene and Renee L. Greene
Petition for Annexation – City of Mount Vernon
Parcel: 59-02288.000
Pleasant Township, Knox County, Ohio

To the Knox County Commissioners:

Enclosed for your file, please find the returns of service evidencing service of the notice of annexation petition filing made by Philip A. Greene and Renee L. Greene upon the Pleasant Township Fiscal Officer and the Clerk of the City of Mount Vernon made by certified mail in accordance with ORC 709.023.

Please let me know if you have any questions.

Very truly yours,

CRITCHFIELD, CRITCHFIELD & JOHNSTON, LTD.



Zachary H. DiMarco
Attorney-at-Law

cc: Philip A. Greene and Renee L. Greene

KNOX CTY COMMISSIONERS
JUL 7 2022 AM 11:39

Zachary H. DiMarco
dimarco@ccj.com

10 S. Gay Street
Mount Vernon, OH 43050

P: 740.397.4040
F: 740.397.6775

www.ccj.com

Return Receipt (Form 3811) Barcode		COMPLETE THIS SECTION ON DELIVERY	
 9590 9266 9904 2194 4630 72		A. Signature ☒ <i>Maurice Hall</i>	☐ Agent ☐ Addressee
		B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: Todd Hill Clerk of City of Mt. Vernon 40 Public Square, Ste. 206 Mt. Vernon, OH 43050		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2194 4630 79		3. Service Type: ☒ Certified Mail	
		Reference Information	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

Return Receipt (Form 3811) Barcode		COMPLETE THIS SECTION ON DELIVERY	
 9590 9266 9904 2194 4630 58		A. Signature ☒ <i>Chris Light</i>	☐ Agent ☐ Addressee
		B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: Chris Light Pleasant Township Fiscal Officer P.O. Box 1151 Mt. Vernon, OH 43050		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Certified Mail (Form 3800) Article Number 9414 7266 9904 2194 4630 55		3. Service Type: ☒ Certified Mail	
		Reference Information	
PS Form 3811, Facsimile, July 2015		Domestic Return Receipt	

KNOX CTY COMMISSIONERS
JUL 7 2022 AM 11:40



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier
Category: Personnel
Prepared By: Rob Broeren
Initiator: Todd Hill

ADOPTED

ORDINANCE 2022-46

DOC ID: 3712

AN ORDINANCE ESTABLISHING COMPENSATION FOR THE CIVIL SERVICE ADMINISTRATOR, AND DECLARING AN EMERGENCY.

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

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

Civil Service Administrator.....\$16,000.00

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

SECTION 2: This part-time position will not be eligible for any additional benefits other than those required by law.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to set the compensation at the position commensurate with its current workload, 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:

Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-46, 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. 2022-46, with a second by Hillier. It was noted that the legislation to establish compensation for the Civil Service Administrator does not include an effective date, and Law Director Robert Broeren explained that the compensation would take effect once it's adopted by Council and approved by the Mayor.

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



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier

Category: Personnel

Prepared By: Todd Hill

Initiator: Todd Hill

SCHEDULED

ORDINANCE 2022-47

DOC ID: 3713

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

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

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

WASTEWATER WORKS DEPARTMENT:

1 Utility Operations Crew Chief
8 9 Operations and Maintenance Technicians
Not more than 7 Public Utility Technicians
1 3/4 Customer Support Specialists I

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

WATER WORKS DEPARTMENT:

1 Utility Operations Crew Chief
1 Chief Water Operator
6 1/2 Operations and Maintenance Technicians
Not more than 7 Public Utility Technicians
1 3/4 Customer Support Specialists I

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

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 to allow the speedy implementation of the most recent contract for unionized employees in the City's Service Departments 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:

Ordinance No. 2022-47 was given a first reading.

RESULT: FIRST READING**Next: 1/9/2023 7:30 PM**



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2022-48

Meeting: 12/27/22 7:30 PM
Dept: Finance and Budget
Seavolt, Mahan
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 3718

AN ORDINANCE AUTHORIZING THE AUDITOR OF THE CITY OF MOUNT VERNON, OHIO, TO MAKE TRANSFERS WITHIN LINE ACCOUNTS IN AMOUNTS OF \$5,000.00 OR LESS WITHOUT THE CONSENT OF THE COUNCIL OF THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

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 transfers within line accounts in amounts of \$5,000.00 or less, without the consent of the Council of the City of Mount Vernon.

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

COMMENTS - Current Meeting:

Ordinance No. 2022-48 was given a first reading.

RESULT: FIRST READING

Next: 1/9/2023 7:30 PM



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 12/27/22 7:30 PM
Dept: Employee and Community Rel.

Francis, Hillier

Category: Personnel

Prepared By: Rob Broeren

Initiator: Todd Hill

ADOPTED

ORDINANCE 2022-49

DOC ID: 3719

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, MOUNT VERNON FIREFIGHTERS AND PARAMEDICS, I.A.F.F. LOCAL 3712, WAGES TO BE EFFECTIVE THE FIRST DAY OF JULY 2022, AND FURTHER AMENDING THE TERMS OF THAT AGREEMENT BY MEMORANDUMS OF UNDERSTANDING; AND DECLARING AN EMERGENCY.

WHEREAS, the negotiation of the contract between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, regarding the wages, and benefits of bargaining unit employees reached an impasse; and

WHEREAS, to resolve this impasse regarding the wages, and benefits of bargaining unit employees, the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio entered into fact-finding conducted by the State of Ohio State Employment Relations Board; and

WHEREAS, the State of Ohio State Employment Relations Board issued a report of its findings on December 21, 2022; and

WHEREAS, the parties have 7 days after the report was issued to either accept or reject the findings of the report, otherwise the findings are deemed accepted; and

WHEREAS, an agreement, incorporating the findings of the State of Ohio State Employment Relations Board, has been entered into between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712, and the City of Mount Vernon, Ohio, regarding the wages, and benefits of bargaining unit employees.

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

SECTION 1: That the City of Mount Vernon, Ohio, accept the results of the report of the State of Ohio State Employment Relations Board dated December 21, 2022 (attached as Exhibit A).

SECTION 2: That this Ordinance incorporates the attached agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022 (attached as Exhibit B).

SECTION 3: That the wage provision of the agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, be effective July 1, 2022.

SECTION 4: That the Collective Bargaining Agreement between Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022, is amended to include the Memorandum of Understanding regarding signing bonuses (attached as Exhibit C).

SECTION 5: That the Collective Bargaining Agreement between the Mount Vernon Firefighters and Paramedics, I.A.F.F. Local 3712 and the City of Mount Vernon, Ohio, which is effective as of July 1, 2022, is amended to include the Memorandum of Understanding regarding an additional 1% wage increase (attached as Exhibit D).

SECTION 6: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and further (a) to act on the fact-finder's report within the required period, and (b) to insure good relations between the City and its workforce, 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 amend Ordinance 2022-49 to remove Sections 2, 3, 4 and 5 and to remove Exhibits B, C and D. Hillier seconded the motion, which passed by a roll-call vote of 6-0. Francis made a motion to suspend the rule requiring three separate readings of Ordinance No. 2022-49 as amended, with a second by Hillier. Motion to suspend as amended passed by a roll-call vote of 6-0. Francis made a motion to adopt Ordinance No. 2022-49 as amended, with a second by Hillier. Motion to adopt as amended passed by a roll-call vote of 6-0.

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

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF FACTFINDING
BETWEEN:**

**Mount Vernon Fire Fighters & Paramedics
IAFF LOCAL 3712**

AND

THE CITY OF MOUNT VERNON

SERB Case No(s). 2022-MED-05-0583

REPORT OF THE FACTFINDER

Appearances

For the Employee Organization: David Montgomery, District Vice President, Ohio Association of Professional Firefighters, Fire Fighters Eric Rutter, and Josh Buzzard, Tommy Evans.

For the Employer: Jonathan J. Downes Esq., Zashin & Rich, Columbus Ohio, Rick Dzik, Safety-Service Director, Chad Christopher, Fire Chief, Denise Johnson, Human Resource director and Terry Scott, Auditor.

1. INTRODUCTION

This matter is before the Factfinder pursuant to an appointment by the State Employment Relations Board on November 4, 2022. Prior to the hearing, the parties met with the Fact Finder in a pre-hearing conference. The Fact Finding hearing was held on December 1, 2022 via Zoom for the Fact Finder and in person for the parties at the Mount Vernon City Hall. The subject of this report is the labor agreement that is to take effect starting on July 1, 2022 and expiring June 30, 2024.

The City of Mount Vernon is located in Central Ohio and is 40 miles northeast of Columbus. It has a population of approximately 17,000 residents. The City has a strong Mayor form of government and is a statutory City. The Fire Department employs 40 personnel. The sworn personnel are represented by IAFF Local 3712.

2. **POSITION OF THE PARTIES**

Negotiations started in 2022 and can be described as cordial. The parties have successfully reached tentative agreements with sign offs on most issues and have reached an Understanding of Terms on the remaining issues.

The signed-off Tentative Agreements are as follow:

Article 3, Union Dues

Article 14, Probation Periods

Article 18.7, Hours and Overtime

Article 22, Holidays

Article 23.8, Vacation

Article 24, Personal Leave

Article 28, Injury Leave

Article 29, Lateral Transfers, Advance Step Placement

Article 46, Part-Time Fire Fighters

The remaining unresolved issues, might best be described as an Understanding of Terms. They are:

Article 18, Hours and Overtime(remaining portions)

Article 20, Compensatory Time

Article 33, Wages

Article 47, Duration

Appendix, Wage Table

Articles withdrawn from Fact Finding just prior to the hearing are;

Article 19, Rotation of Overtime Opportunities

Article 23, Vacation

Article 26, Sick Leave

Understanding of Terms

Immediately prior to the hearing, the parties arrived at an *Understanding of Terms* on the unresolved issues. While there were no sign-offs, the substance of those issues are as follows:

Article 18 Hours and Overtime

The heart of this proposal establishes a 56-hour work week for newly hired employees. The Fire Fighters already on the Fire Department will be “Grandfathered ” into working their current 48 hour schedule. A novel feature of this proposal is that “grandfathered” Fire Fighters can opt in to take a 6 month tour of duty at the 56 hour work week and will be additionally compensated for the extra hours worked.

Article 20 Compensatory Time

Here the change is to modify the maximum number of hours of compensatory time to 280 hours on compensatory time using the current practice of accumulation and use. The provision for cash out of compensatory time each December will continue.

Article 26 Sick Leave

The City has dropped this proposal with the agreement that language on sick leave abuse can be added to the Department Policies.

Article 33 Wages

On 11/27/2022--	5% Wage increase.
On Contract signing--	\$1,850 signing bonus.
On 1/1/2023--	\$.25/hourly rate increase.
On 1/1/2024--	2% Wage increase plus \$.25/hourly rate increase.

When 5 new employees start working a 56 hour week—1% Wage increase.

The wage increase for 2022 will be effective the pay period beginning on November 23, 2022. In lieu of retroactivity employees will receive a signing bonus of \$1850.00. The contract signing bonus will be paid to those employed as of the execution of the Agreement.

Once the City employs 5 new Firefighters, and after the new firefighters successfully complete their training periods required by the Agreement, all employees will receive a 1% wage increase in the pay scale. The increase will become effective the first full pay period after the 5th new employee completes their training period.

Article 47 Duration

A two year agreement starting July 1, 2022 through June 30 2024.

3. Discussion

Previously this Fact Finder issued a recommendation in the *Matter of Fact Finding Between Zanesville Professional Firefighters, IAFF Local 88 and the City of Zanesville, SERB Case No. 2021-MED-05-0761*.

There the undersigned noted that signed tentative agreements were reached on all disputed issues by the negotiating teams. When taken back for a vote and one side rejected the final product, I recommended that a complete labor agreement be found.

There, as here, the negotiators engaged in give and take and reached tentative agreements on all issues. Both sides approached negotiations with the authority given to them by their respective members as such, the understandings reached by the parties should be honored.

As Fact Finder Sherry Passmore wrote in her report in *In re OPBA and Delaware County Sheriff, SERB Case No. 2016-MED-10-1130*:

Fact Finders nearly universally hold that such agreements should be given significant consideration absent clear evidence of fraud or mistake. This recognizes that presumptively competent representative of the union and the

employer judged the tentative agreement to be a fair settlement, honestly arrived at through the give and take of negotiations, taking into account the same factors that fact finders are required to use. It also recognizes that the intent of interest arbitration law is to encourage voluntary settlement and only use the impasse fact-finding provisions as a last resort. Those purposes would be jeopardized if neutrals allowed employers or unions to be rewarded by ignoring the sanctity of those agreements.

The Conciliator in the case, Dan Zeiser, adopted Passmore's recommendation and rationale.

In this matter, a number of signed tentative agreements were reached and the remaining unsigned issues were presented to the Fact Finder as an *Understanding of Terms* after discussion between the parties.

After reviewing the six-factor list in Ohio Rev. Code 4117.14 (G)(7) (a) to (f), this Fact Finder adopts the *Understanding of Terms* as presented by the parties and previously discussed herein. It was at the bargaining table and in hallway discussions that the parties were able to engage in the give and take needed to reach a compromise.

There is a strong view among Fact Finders, that the voluntary agreement reached at the table should be honored and that a Fact Finder would jeopardize that voluntariness if they allowed employers or unions to ignore those agreements.

4. **RECOMMENDATION**

The Fact-Finder recommends the *Understanding of Terms* presented at the Fact Finding and previously described herein as they relate to:

Article 18 Hours and Overtime

Article 20 Compensatory Time

Article 26 Sick Leave

Article 33 Wages and The Letter of Intent

Article 47 Duration

5. CONCLUSION

This recommendation is for the duration of the successor contract. The tentative agreements and Understanding of Terms are deemed reasonable in light of the exhibits and argument presented and reviewed by the fact finder. It recognizes the presentations made by the parties and the efforts in negotiations. Finally, the undersigned appreciates the professionalism and courtesy the parties have extended to each other and the Fact Finder.

/s/Donald M. Collins

Issued: December 21, 2022

Donald M Collins, Esq.

Fact Finder

CERTIFICATE OF SERVICE

I certify the foregoing was served, via electronic mail, upon

Jonathan J. Downes Esq. at jjd@zrlaw.com

Richard Dzik at mtvssd@mountvernonohio.org

Dave Montgomery at dmontgomery@oapff.org

SERB at MED@SERB.ohio.gov.

this 21st day of December, 2022.

Attachment: Ex A - IAFF 22-24 - Factfinder Report - FINAL (2022-49 : IAFF Contract 2022-2024)

AGREEMENT between



Mount Vernon
THE CITY OF MOUNT VERNON



and the **IAFF**
OHIO ASSOCIATION OF PROFESSIONAL FIREFIGHTERS

**MOUNT VERNON FIREFIGHTERS AND
PARAMEDICS, LOCAL 3712**

**EFFECTIVE:
July 1, 2022 to June 30, 2024**
SERB CASE No. 2022-MED-05-0583

Mount Vernon – IAFF – 2022-2024 CBA – FINAL – 12.21.22

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ARTICLE 1 STATEMENT OF PURPOSE

This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as the “City,” and the IAFF/Ohio Association of Professional Firefighters and the Mt. Vernon Firefighters and Paramedics Local 3712, hereinafter referred to as the “Union” or the “Exclusive Bargaining Agent.” Its purpose is to promote harmonious relations between the City and the Union, to establish wages, hours, and other terms and conditions of employment.

ARTICLE 2 UNION RECOGNITION

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

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

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

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

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

2.5 Job Classifications. The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classification in Section 2.1 has no effect on the City’s right to add or eliminate classifications. This article eliminates job audits under the Ohio Revised Code. If an employee’s job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 12 of this agreement. A “substantial change in job duties” means that the core responsibilities of an existing job have changed by at least 50 percent.

ARTICLE 3 UNION DUES

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

ARTICLE 4 UNION REPRESENTATION

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

The City agrees to permit one (1) state level union representative to visit the City's facilities and work sites during working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

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

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

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

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

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

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

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

4.9 Rules for Representatives Rules governing the activity of Union representatives are as follows:

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

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

C. The union employee official (President or his alternate and/or stewards) shall cease unauthorized union activities immediately upon request of the supervisor of the area in which union activity is to be conducted or upon the request of the steward's immediate supervisor.

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

ARTICLE 5 BULLETIN BOARD

5.1 Bulletin Board Space Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations.

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

ARTICLE 6 LABOR MANAGEMENT MEETINGS

6.1 Meetings At least, once per quarter, at the request of either party, but no more often than once per month, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

6.2 Agenda and Purpose An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall furnish the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

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- (a) discuss the administration of the Agreement;
- (b) notify the Union of changes made by the City which affect bargaining unit members of the Union;
- (c) discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) disseminate general information of interest to the parties;
- (e) discuss ways to increase productivity and improve efficiency;
- (f) consider and discuss health and safety matters relating to employees.

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

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

6.5 Attendance Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours. The City and the Union shall schedule their meetings during hours that are mutually agreed upon by the two parties.

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

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Rights Reserved to the Employer Except to the extent expressly limited only by the specific articles and sections of this Agreement, the City reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage its employees and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the City include specifically, but are not limited to, the rights listed in O.R.C. Section 4117.08 (C), numbers 1-10:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit;
- (10) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodation would violate an expressed term of the Agreement.

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

ARTICLE 8 RESERVED

ARTICLE 9 NO STRIKE NO LOCKOUT

9.1 Interruption of Services Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Mt. Vernon. Therefore:

(a) No Strike The Union agrees that neither, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such activities as previously outlined, may be disciplined up to and including discharge.

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

(b) No Lockout The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the union, unless those members shall have violated Section (a) of this Article.

ARTICLE 10 APPLICATION AND INTERPRETATION OF WORK RULES AND DIRECTIVES

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

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

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

10.4 Authority to Issue Rules It is understood that the City has the statutory, authority to promulgate work related rules, to regulate the conduct of the City's business. Such matter, whenever reasonable, will be reduced to writing and made available to all members. The signature of a bargaining unit member on such written work rules, procedures, and directives shall only be viewed by the City as evidence that the member read it and not that the member necessarily agreed with it.

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

ARTICLE 11 CORRECTIVE ACTION

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

11.2 Disciplinary action on measures shall include only the following:

- (a) Written warning
- (b) Written reprimand

- (c) Suspension with pay
- (d) Suspension without pay
- (e) Reduction in pay and/or position
- (f) Discharge

If the City has reason to discipline an employee, it shall be done in a private, businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken. An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have the shift union steward attend with him.

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

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

11.4 Progressive Discipline

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

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

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

11.7 Suspension without Pay Upon the employee's request, where the employee has been suspended for up to one hundred twenty (120) hours, the City may forfeit the employee's vacation pay or personal days instead of docking his regular pay for the term of the suspension. In his request, the employee shall indicate whether vacation or personal days are proposed to be deducted. If the City decides to make such forfeiture, the suspension is final and is not subject to binding arbitration or to any other form of conflict resolution or legal challenge.

ARTICLE 12 GRIEVANCE PROCEDURES

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

12.2 Definitions

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

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

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

12.3 Grievance Procedure Rules

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

Group Grievance A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance.

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

Grievance Information All written grievances shall contain the following information:

- (a) aggrieved employee's name and signature
- (b) aggrieved employee's classification

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- (c) date grievance was first discussed
- (d) name of supervisor with whom grievance was discussed
- (e) date grievance was filed in writing
- (f) date and time grievance occurred
- (g) where grievance occurred
- (h) description of incident giving rise to the grievance
- (i) Articles and Sections of the Agreement violated
- (j) Resolution requested

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

Resolution of Grievance When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this agreement. An employee may choose one (1) other employee, who shall be the shift steward, to accompany him in Steps 1, 2, and 3 of this procedure. In addition to the shift steward at Step 3, the grievance may have a professional staff representative present.

Attendance at Meetings It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional representative(s) has input that may be beneficial in attempting to bring resolution to the grievance.

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

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

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

12.4 Grievance Steps

INFORMAL STEP

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

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

DEPARTMENT HEAD

STEP 1

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

SAFETY-SERVICE DIRECTOR

STEP 2

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

ARBITRATION

STEP 3

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

12.5 Arbitration Procedure

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

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

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

- (a) contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement;
- (b) concerning the establishment of wage scales;
- (c) providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute; or

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

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

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

Arbitrator Award The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety Service Director of the City and to the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mt. Vernon, Ohio.

ARTICLE 13 PERSONNEL FILES

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

13.2 Inaccurate Information in File If a bargaining unit member, upon examining his active personnel file, or any other City-maintained file regarding the member, has reason to believe that there are inaccuracies in those documents, the member may write a memorandum to the Safety Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety Service Director sustains such allegation, he shall remove the inaccurate material from the appropriate file.

If the member feels that clarification of such material is necessary, the member may submit to the Safety Service Director or his representative a written, clarifying, or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employee, the Safety Service Director shall immediately have such memorandum attached to the material to which it is directed and placed into the appropriate City-maintained file regarding the member.

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

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

ARTICLE 14 PROBATIONARY PERIODS

14.1 New Hire. Every newly hired full-time employee will be required to successfully complete an initial probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. Probationary employees may be removed without cause at any time during their initial probationary period and the probationary period removal shall not be grievable under the grievance and arbitration procedure nor appealable under civil service.

14.2 Promoted Employees. All newly promoted employees shall serve a promotional probationary period of one hundred eighty (180) days. An employee in a promotional probationary status may be removed without cause, subject to the chief's approval, from his promotional position, or he may request a demotion during the probationary period. However, the City shall place the employee so removed or demoted in a position in the classification he held immediately prior to the promotion.

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

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

Any part-time employee hired into a full-time role will receive credit toward his/her orientation period based on actual shifts (24-hours) worked. For example, a part-time employee who has worked 27 24-hour shifts, or equivalent hours, will not be required to serve an orientation period. The Chief can require part-time employees hired full-time to complete some orientation shifts, at his discretion, despite this credit.

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

ARTICLE 15 JURY AND WITNESS DUTY

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

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

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

15.4 Employee as Party An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties or unless he is a plaintiff pursuing a civil action against a third party for a physical injury that arose out of the performance of his job duties.

ARTICLE 16 HEALTH SAFETY

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

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

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

16.4 Safe Working Condition To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental position. Bargaining unit members are responsible for reporting in writing to the department head, Safety Committee, and Safety-Service Director all unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

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

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

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

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

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

17.1 Waiver Due to Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or for reasons such as acts of God, the following conditions of this Agreement shall automatically be suspended until the end of the State of Emergency unless mutually agreed to by the City and the Union:

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

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

ARTICLE 18 HOURS AND OVERTIME

18.1 Work Schedule The normal work schedule for Fire Department employees shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty with one (1) twenty-four (24) consecutive hour (Kelly Day) off every three (3) weeks. The result of this work schedule is that such employees shall average a forty-eight (48) hour work week over the course of a calendar year.

This Section shall not constitute or be construed as a guarantee of hours of work per day or per week and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling. Reasonable notice will be provided to bargaining unit employees affected by a work schedule change.

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

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

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

18.5 “Call-in Pay” Any bargaining unit employee who works outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of four (4) hours’ work at the applicable hourly rate. The employee shall only be compensated for hours actually worked.

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

18.7 EMSC and FPO Work Week. The normal work week for the Emergency Medical Services Coordinator (“EMSC”) and Fire Prevention Officer (“FPO”) shall be forty (40) hours in pay status, exclusive of time allotted for meals. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one-and-one-half (1 ½) times the straight time hourly rate. Alternatively the hours worked may be flexed hour for hour within the pay period at the request of the employee subject to the approval of the Chief.

18.8 56-hour Transition

Beginning on the effective date of this contract any newly hired full-time employee’s regular work schedule shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Any FLSA overtime will be calculated in a 28-day work period using FLSA standards for total 212 hours and credit for hours actually worked. For 56-hour employees, for the purposes of calculating FLSA overtime, vacation, compensatory, and personal leave approved at least 72 hours in advance will count as hours worked. Sick leave will not count as hours worked for the purposes of FLSA overtime.

For Fire Department Employees working a fifty-six (56) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any workday, and the unit for calculating work period overtime is the FLSA standard of 212 hours actually worked in a 28 day work period.

All full-time Mount Vernon Fire Department employees hired prior to the effective date of this contract shall be grandfathered in and will not be required to relinquish their Kelly Day prior to retirement or separation from the department.

Employees who volunteer for a 56-hour schedule must opt-in for at least 6 months. The 6-month schedule will be determined by the Chief with the 6-month “break” occurring in June/July of each calendar year. The schedule will align with both the City payroll periods and OP&F reporting periods.

Additional employees may request to transition to a 56-hour workweek, at other times of the year, given special circumstances, which may be granted at the discretion of the Chief.

The City reserves the right to limit the number of employees volunteering to work Kelly Days each calendar year based upon budget and operational constraints. Employees will be granted their request to work Kelly Days based on seniority.

ARTICLE 19 ROTATION OF OVERTIME OPPORTUNITIES

19.1 No Guarantee of Overtime Overtime is not guaranteed.

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

19.3 Overtime Equalization The following rules shall apply to overtime opportunity equalization:

- (a) The equalization groups shall be by job classification of qualified employees.
- (b) The Department Head may designate to the supervisor in charge of the shift the responsibility of calling the bargaining unit members based on the board computations of overtime credits. If the bargaining unit employee is unavailable to accept the call, the supervisor in charge shall credit that member with overtime refused for the assignment requested after reasonable effort to contact and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.
- (c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of hours refused. If a bargaining unit employee is ordered to work overtime after refusing, he shall be credited with only the hours worked.
- (d) Overtime hours worked after the end of a shift for completion of an ongoing assignment emergency overtime and overtime hours resulting from off-duty court

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

- (e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employee(s) to perform the work.
- (f) In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.
- (g) When a bargaining unit member's name comes up on the roster while the member is on vacation, compensatory time, bereavement leave, or is at an approved school, he shall not be charged on the roster for the hours he could have worked had he been available.
- (h) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the shift steward and the Department Head, the City will be given the reasonable opportunity to correct the error by granting to any employee who was missed the next opportunity for overtime within his overtime group.
- (i) Persons assigned to a forty (40) hour shift such as the EMSC and the FPO, are not eligible for shift overtime assignments and will not be included in the overtime equalization rotation.

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

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

ARTICLE 20 COMPENSATORY TIME

20.1 Compensatory Time, Prior Approval for Use Fire Department employees may accumulate compensatory time off in lieu of overtime. The maximum amount of compensatory time that may be banked is two hundred eighty (280) hours. The employee may take compensatory time off only with prior approval from the Chief or his designee. Any accrued but unused compensatory time shall be paid out in the first pay period in December.

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

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

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

ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY

21.1 Vacancies. Within ninety (90) days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original appointment, it shall initiate the selection process outlined under the Ohio Revised Code. During the ninety (90) day period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign a person to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and, in any case, no less than his regular rate of pay.

21.2 Absences in Rank Positions. There will be, at a minimum, one Captain or Lieutenant (officer) on duty at all times. If there are no officers scheduled, the overtime will be offered only to officers and according to Article 19. If no officers volunteer for the overtime than an officer will be mandated according to Article 19.

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

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

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

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

ARTICLE 22 HOLIDAYS

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

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

22.2 48 Hour Employees Fire Department employees working a forty-eight (48) hour week, in lieu of the above holidays, shall be entitled to one hundred seventy-three (173) hours of compensatory time as of January 1st of each contract year which shall be used in accordance with the leave requests procedures outlined in Article 20. Persons on unpaid leave, excluding those on military leave, or not on active City payroll shall have the holiday leave prorated.

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

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

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

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

ARTICLE 23 VACATION

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

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

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

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

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

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

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

23.7 Scheduling of Vacation Leave Each department head shall determine the manner for scheduling vacation in his department. Vacations requested with adequate notice under the department's procedure shall not be denied unless another vacation has been approved for another

employee on the same shift within the department at the same time, subject to the exception provided in Section 23.9. Once approved, vacation is guaranteed.

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

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

ARTICLE 24 PERSONAL LEAVE

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

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

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

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

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

ARTICLE 25 UNION LEAVE

25.1 Union Conventions Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to four (4) days total annually with pay to attend conventions or conferences of the Union. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's Executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. Two employees per year in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

ARTICLE 26 SICK LEAVE

26.1 Use of Sick Leave Employees will be entitled to sick leave for:

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

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

26.3 Sick Leave Statement Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If a 48-hour employee is absent over forty-eight (48) consecutive work hours, or a 40 hour employee is absent more than twenty-four (24) consecutive work hours, he shall provide a doctor's explanation stating the nature of his illness or his immediate family member's illness, to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

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

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

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

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

26.6 Conversion at Retirement Employees who separate from active service with the City because of retirement under a State Retirement system from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 26.5 elect at the time of separation to be paid in cash for three-fourths (3/4) of the value of their accrued but unused sick leave. Such payment shall be based on the bargaining member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this division shall be three-fourths (3/4) of one thousand seven hundred and twenty-eight (1,728) hours.

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

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

ARTICLE 27 BEREAVEMENT LEAVE

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

27.2 Definitions.

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

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

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

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

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

ARTICLE 28 INJURY LEAVE

28.1 Injury Leave Injury Leave Pay Status may be granted to any City employee who suffers a disabling injury while at work and performing work-related duties. Injury Leave Pay Status will begin on the first day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work, or for up to three (3) months (90 calendar days), whichever occurs first. An extension of up to three (3) months (90 calendar days) may be granted by the City upon the 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.

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

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

28.3 Physical Examination Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety Service Director, submit him/herself to a physical examination by a physician of the City's choice. The City shall pay for the physical examination. In the event the physician finds that such person is able to resume his/her duties, the employee may be ordered to do so.

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

28.5 Separate payment Injury Leave Pay Status is not to be deducted from the employee's sick leave. After six (6) months (180 calendar days) from the date that Injury Leave Pay Status began, if the employee is not able to return to work and perform duties in his/her usual capacity,

sick leave days must then be used. Injury Leave Pay Status applies to current injuries only. Employees claiming recurring injuries from prior incidents are not covered for more than remainder of the 180 calendar days initially used for the injury.

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

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

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

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

- (a) Transitional Work Program duties will be determined at the sole discretion of the Chief or the Assistant Chief. Transitional Work Program duties may include adjusted work schedules.
- (b) Transitional Work Program duty assignments will not exceed ninety (90) calendar days from when the employee is able to perform the work that is offered. At the conclusion of this time period, the employee will either return to full duty or be removed from the Transitional Work Program.
- (c) An employee who does not accept a Transitional Work Program assignment will not be eligible for Injury Leave pay under this Article for any period of time during which the Transitional Work Program duties were made available. However, if an employee is still unable to assume regular duties at the end of a 90-day transitional work duty assignment, the employee will be eligible for Injury Leave Pay Status thereafter in accordance with the terms of this Article
- (d) Employees who request to return to duty from transitional work may be required as a condition of return to submit a medical release or submit to an examination to determine that they are able to perform the essential functions of their classification.

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

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

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

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

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

ARTICLE 29 LATERAL TRANSFERS, ADVANCE STEP PLACEMENT

29.1 Lateral Transfers / Advance Step Placement The Employer may laterally transfer certified Firefighter / Paramedics from another Ohio employer to a position as a Firefighter / Paramedic provided that the employee has a valid Firefighter and EMT-Paramedic certifications.

Lateral transfer candidates 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 Firefighter II certification and Ohio EMT-Paramedic certification.
- B. Original appointments to the fire department must be 41 years of age or less at the time of employment. Applicants over 41 years old will be considered for an original appointment to the City of Mount Vernon Fire Department if they are a current certified Firefighter II / Paramedic and are currently employed full time in a fire and EMS capacity. An applicant who meets the criteria for lateral transfer shall have their years of service with the Ohio Police and Fire Pension Fund deducted from their age at the time of application with the City. If their age minus years of service is 41 years or less, they will be entitled to apply. The maximum credit of years of eligible service given to any candidate will be ten (10) years.
- C. Have prior fire department experience of no less than two (2) years of full-time service.
- D. Successfully pass a background investigation that includes, but is not limited to:

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1. Pre-employment Physical (in accordance with OP&F)
 2. Drug Screen
- E. 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 Fire).
- F. To be credited for prior service for such things as vacation accrual and advance placement on the pay scale, a laterally transferred firefighter shall be required to provide written documentation of prior service as a firefighter/paramedic.

29.2 Probationary Period All laterally transferred firefighters, 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.

29.3 Seniority Seniority shall apply to laterally transferred firefighters in the same manner as it applies to all other employees covered by this Agreement. Except however, no seniority of any kind shall include any time worked at another fire department prior to employment with the Mount Vernon Fire Department.

29.4 Layoff and Recall In the event the City implements a layoff, Departmental Seniority shall apply to lateral transfers in the same manner as all other firefighters.

29.5 Vacation Upon hire laterally hired officers shall be granted ninety-six (96) hours of vacation that can be used in their first year of employment with Mount Vernon Fire Department. At the end of their first year, they shall be granted an additional ninety-six (96) hours of vacation. At the end of their second year, they shall accrue vacation pursuant to the vacation accrual schedule in Article 23 of the CBA, 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.

29.6 Personal Leave Personal Leave shall apply to laterally transferred firefighters.

29.7 Placement in the Wage Scale At the discretion of the City, laterally transferred firefighters may be placed in a step on the wage scale based on full time experience but shall not exceed the top firefighter wage level of 5 years. Upon their anniversary date of hire, laterally transferred firefighters shall advance to the next step.

29.8 Longevity Longevity shall apply to laterally transferred firefighters but shall be based only on completed years of service with the Mount Vernon Fire Department. Prior service at any other fire department shall not be considered when computing longevity.

29.9 Other Rights All other rights and benefits provided in the CBA shall also apply to laterally hired officers.

ARTICLE 30 TRAINING PROGRAMS

30.1 In-Service Training The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City.

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

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

At the discretion of the Safety Service Director the City may elect to pay up front for out-service training on behalf of the employee. In the event that the employee fails to achieve a passing grade or complete the training they will be required to repay the City for the cost of training. Should the employee fail to repay the City in one hundred twenty (120) days, the cost of the failed training will be deducted from their pay.

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

30.4 Time in Training Weeks. When an employee is placed on a modified 40 hour work schedule because of schooling, the employee will work his regular scheduled shift after completion of his course. If this results in the employee returning to work on a Friday, Saturday, or Sunday

and the employee actually works over 48 hours in that work week, the hours in excess in that work week shall be paid at overtime for worked over 48 hours.

ARTICLE 31 HOSPITALIZATION AND MEDICAL INSURANCE

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

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

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

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

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

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

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

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

31.3 Premium Contributions The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows: The City shall pay 85% of the cost of monthly premiums and the member

shall pay 15%. These percentages are subject to adjustment under the provisions of the Wellness Program in Article 31.4.

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

- (a) **General Description of the Wellness Program.** The wellness program consists of an annual health screening. The health screening will measure the following health indicators:
- (i) tobacco use (nicotine or tobacco products);
 - (ii) blood pressure;
 - (iii) LDL cholesterol; and
 - (iv) hemoglobin A1c.

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

- (b) **Effect on Members' Premium Contributions.** Participation or non-participation in the wellness program shall affect a member's monthly premium contributions for major medical insurance, dental insurance, and prescription drug card as follows:

Each Contract Year: The member and his or her covered spouse must complete the annual health screening and premiums shall be affected as follows.

- (a) If either the member or the covered spouse fails to complete the annual health screening by the contract year, then the member's premium contribution shall be increased to 25% effective the following January 1st.
- (b) If the member and the covered spouse complete the health screening then the member's premium contribution shall be adjusted as follows, effective the following January 1st,
First, apply 15% contribution rate to the applicable premium (single coverage or family coverage), then deduct the respective rewards credit as shown in the Wellness Program Rewards Credit table from the 15% contribution rate.

Wellness Program Rewards Credit

	<u>Single</u>	<u>Family</u>
Non nicotine user - pass all 3 tests.....	\$25.00	\$60.00

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Non nicotine user - pass 2 tests.....	\$15.00	\$50.00
Non nicotine user - pass 1 test	\$10.00	\$40.00
Nicotine user - pass all 3 tests.....	\$10.00	\$20.00
Nicotine user - pass 2 tests.....	\$7.00	\$15.00
Nicotine user - pass 1 test	\$5.00	\$10.00

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

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

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

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

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

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

ARTICLE 32 UNIFORMS

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

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

\$700.00..... for initial purchase

\$425.00..... for each calendar year thereafter

Class 'A' Uniform The City will cover the expenses on a one-time basis and any other changes or modifications made to the uniform.

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

32.4 Personal Property The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct

result of the employee's performance of his official duties. Such reimbursement shall not exceed one hundred and fifty dollars (\$150.00) per occurrence, except in the case of eyeglasses, for which the maximum reimbursement will three-hundred-dollars (\$300.00) per occurrence and shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

ARTICLE 33 WAGES

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

Effective 11/27/2022 5%

Effective first full pay period after 1/1/2023 \$.25 per hour rate increase

Effective first full pay period after 1/1/2024 2% plus \$.25 per hour rate increase

Additionally, once the City employs five (5) new firefighters and such firefighters have successfully completed their training periods and are working fifty six (56) hour weeks, all employees will receive a one percent (1%) wage increase in the pay scale. Such increase will become effective the first full pay period after the fifth new firefighter completes their training period.

Members of the bargaining unit shall receive a signing bonus of \$1,850.00 which shall be paid following execution of this Agreement.

ARTICLE 34 DUAL CERTIFICATION

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

- (1) 48 hour per week employees \$0.71 per hour
- (2) 40 hour per week employees \$0.85 per hour

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

ARTICLE 35 LONGEVITY

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

(\$0.25) per hour, and at the completion of each successive year, the member would receive an additional five cents (\$0.05)).

35.2 Longevity Not Used for Calculations of Wage Increases The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

ARTICLE 36 MANDATORY RETIREMENT

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

ARTICLE 37 OP&F CONTRIBUTIONS

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

ARTICLE 38 SUBCONTRACTING

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

- (a) All bargaining unit members in affected classifications are recalled if any were laid off;
- (b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks, or in the case of forty-eight (48) hour employees, those bargaining unit members are working twenty-four (24) hour work days and forty-eight (48) hour work weeks;
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract or its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mt. Vernon, Ohio, on such matters before a decision was made;
- (d) There is an unforeseeable emergency or catastrophic situation that would deem such action; however, this subcontracting shall not continue for more than thirty (30) days.

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

ARTICLE 39 FAMILY AND MEDICAL LEAVE

The City shall offer employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violation of the FMLA shall be resolved through the grievance/arbitration procedure.

ARTICLE 40 RESERVED**ARTICLE 41 LEAVE OF ABSENCE**

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

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

ARTICLE 42 EVALUATIONS

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

ARTICLE 43 STAND-BY PAY

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

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

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

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

ARTICLE 44 TUITION REIMBURSEMENT

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

44.2 Scheduling Courses All courses should be taken outside of scheduled working hours. If necessary, however, members may attend classes during normally scheduled work hours without loss of pay, up to a maximum of six hours per day, but those hours will not count toward overtime. All scheduled hours of courses of instruction must be filed with the Fire Chief or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.

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

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

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

ARTICLE 45 LAYOFF PROCEDURE

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

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

ARTICLE 46 PART-TIME FIREFIGHTERS

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

- A. All paid part-time firefighters must be Firefighter I & II and EMT trained and certified at the time they begin work in the department.
- B. The ratio of part-time to full-time firefighters on daily staffing will not exceed 1:3.
- C. Part-time firefighters will not be assigned to ride in charge of fire apparatus.
- D. Part-time firefighters will not be counted towards minimum staffing requirements, although a part-time firefighter on duty will count as personnel on station for purposes of emergency overtime call-in procedures.
- E. Overtime for part-time firefighters will occur only in situations when on-going emergency operations are not completed at the end of that person's scheduled shift.
- F. All new part-time employees must work 240 hours before they count for staffing. The Chief may reduce the orientation period of a newly-hired part-time employee to no less than 120 hours in consultation with the officers.

ARTICLE 47 DURATION OF AGREEMENT

47.1 Duration This Agreement shall be effective as of July 1, 2022, 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.

47.2 Successor Negotiations If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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

47.4 Complete Agreement This Agreement contains the full and complete agreement between the City and the Union, eliminating all prior and contemporaneous written or oral past practices, and neither party shall be required during its term to negotiate over any issue, except as

provided in 44.5.

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

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

APPENDIX A

Wage Table

	5% Effective 11/27/22	+\$\$.25 Effective 1/1/23	2% + \$.25 Effective 1/1/24
Fire Captain	\$29.39	\$29.64	\$30.48
Fire Lieutenant	\$27.67	\$27.92	\$28.73
Firefighter & Paramedic:			
Training Period	\$21.04	\$21.29	\$21.97
Six Months	\$21.81	\$22.06	\$22.75
1 Year	\$22.72	\$22.97	\$23.68
2 Years	\$23.56	\$23.81	\$24.54
3 Years	\$24.38	\$24.63	\$25.37
4 Years	\$25.37	\$25.62	\$26.38
5 Years	\$26.23	\$26.48	\$27.26
EMS Training Coordinator	\$33.18	\$33.43	\$34.34
Fire Prevention Officer	\$32.85	\$33.10	\$34.01

Mount Vernon – IAFF – 2022-2024 CBA – FINAL – 12.21.22

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives this ____ day of _____, 2022.

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

FOR THE IAFF	Signatures
Jack Carter Union President	
Eric Rutter Committee Member	
Josh Buzzard Committee Member	
Tom Evans Committee Member	

ADOPTED BY CITY COUNCIL ORDINANCE NO.

Attachment: Ex B - Mount Vernon - IAFF - 2022-2024 CBA - FINAL - 12.21.22 (2022-49 : IAFF Contract 2022-2024)

Mount Vernon – IAFF – Signing Bonus MOU – 12.21.22

Memorandum of Understanding

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and IAFF Local 3712 (hereinafter referred to as “the Parties”).

The Parties agree that all current full-time employees of the bargaining unit employed as of the ratification of the Parties’ 2022-2024 collective bargaining agreement (“CBA”) will receive a one-time signing bonus of one thousand eight hundred fifty dollars (\$1,850.00) to be paid following ratification and execution of the 2022-2024 CBA.

Those signing below are understood to have the authority to execute this MOU on behalf of their organization.

FOR THE UNION:

FOR THE EMPLOYER:

Date Agreed: _____

Attachment: Ex C - Mount Vernon - IAFF - Signing Bonus MOU - 12.21.22 (2022-49 : IAFF Contract 2022-2024)

Mount Vernon – IAFF – 1% Wage Increase MOU– 12.21.22**Memorandum of Understanding**

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and IAFF Local 3712 (hereinafter referred to as “the Parties”).

The Parties agree to the following: when the City has five (5) new employees working the 56-hour workweek, and counting for staffing, all bargaining unit employees will receive an additional 1% wage increase. This wage increase will become effective the first full pay period following the end of the fifth employee’s initial training period.

The provisions of this MOU shall expire on June 30, 2024 along with the 2022-2024 collective bargaining agreement between the Parties. This MOU is non-precedent setting and as such may not be used by either party in any future proceeding, negotiations, or any impasse proceeding unrelated to the enforcement of this MOU.

Those signing below are understood to have the authority to execute this MOU on behalf of their organization.

FOR THE UNION:

FOR THE EMPLOYER:

Date Agreed: _____

Attachment: Ex D - Mount Vernon - IAFF - 1% Increase - 12.21.22 (2022-49 : IAFF Contract 2022-2024)