

Legislative Session Minutes

June 10, 2024

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
June 10, 2024

5:35-5:55 p.m.	Executive session: Collective bargaining	Employee & Community Relations Woods
5:55-6:40 p.m.	Executive session: Investigation of charges or complaints against an employee or official, compensation	Employee & Community Relations Woods
6:50-6:57 p.m.	New salt barn	Streets & Public Buildings Severns
6:57-7:06 p.m.	Inflation Reduction Act grant	Utilities Ruckman
7:06-7:09 p.m.	Codified Ordinance Chapter 183 (Municipal Income Tax)	Finance & Budget Seavolt

- 06-10-24 Committee Meeting Schedule

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

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

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

INVOCATION

Council Person John Ruckman performed the invocation.

PLEDGE OF ALLEGIANCE

All recited in unison.

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - May 28, 2024 7:30 PM

Seavolt made a motion to accept the minutes from Council's Legislative Session of May 28, 2024, with a second by Woods. Motion to accept passed by a voice vote of 6-0.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	Mahan

RECEIVE PETITIONS AND COMMUNICATIONS

None.

RECEIVE COMMITTEE REPORTS

Council accepted without comment the minutes for the four Employee and Community Relations Committee meetings and the one Land Use and Development Committee meeting of May 28, 2024.

- 05-28-24A Employee and Community Relations Committee Meeting Minutes
- 05-28-24B Employee and Community Relations Committee Meeting Minutes
- 05-28-24C Employee and Community Relations Committee Meeting Minutes
- 05-28-24D Employee and Community Relations Committee Meeting Minutes
- 05-28-24 Land Use and Development Committee Meeting Minutes

LIQUOR CONTROL LICENSE

Council did not request a hearing on the liquor permit transfer from Om Shri Narayan Dev LLC, dba Sunoco 10, 10 N. Sandusky St., Mount Vernon, to Ob Bhagvati LLC, dba Sandusky Foodmart, 10 N. Sandusky St., Mount Vernon, or the transfer from Froehlich Enterprises Inc., dba Smoker Friendly Party Center, 1145 W. High Ave. NW, New Philadelphia, OH, to Werner Family Ventures LLC, 908 S. Main St., Mount Vernon.

- 06-10-24A Liquor Permit Transfer
- 06-10-24B Liquor Permit Transfer

PROCLAMATION

None.

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

Bob Beck, 10 Woodside Drive; Susan Homan; Mike Hillier, 215 E. Sugar St.; and Susan Delozier, 10 Fairway Drive, all spoke in opposition to Ordinance No. 2024-21, amending the zoning classification of parcel #66-07961.000, also known as 0 Vernonview Drive, from the present zoning of R-1 -- Single Family District, to PND - Planned Neighborhood District. The ordinance was up for a second reading during the legislative portion of the meeting, with a public hearing on the legislation scheduled for 6:45 p.m. on June 24, 2024.

RESOLUTIONS FOR THIRD READING

None.

RESOLUTIONS FOR SECOND READING

None.

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2024-57

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF RUSS MENTZER TO THE SHADE TREE AND BEAUTIFICATION COMMISSION FOR A THREE (3) YEAR TERM; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

Woods made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-57, with a second by Keener. Motion to suspend passed by a roll-call vote of 6-0. Woods made a motion to adopt Resolution No. 2024-57, with a second by Keener. Mayor Matthew Starr spoke about the qualifications of Russ Mentzer to serve on the Shade Tree and Beautification Commission. Motion to adopt passed by a roll-call vote of 6-0.

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

RESOLUTION NO. 2024-58

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

Finance and Budget: Seavolt, Woods

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-58, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Resolution No. 2024-58, with a second by Woods. Auditor Terry Scott commented on the legislation, noting that the appropriations are limited to the Municipal Court. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	Mahan

RESOLUTION NO. 2024-59

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, Woods

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-59, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Resolution No. 2024-59, 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:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	Mahan

RESOLUTION NO. 2024-60

A RESOLUTION TO APPLY FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA) INFLATION REDUCTION ACT COMMUNITY CHANGE PROGRAM AND TO ENGAGE IN A JOINT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, OHIO AND CLINTON TOWNSHIP, KNOX COUNTY, OHIO IN ORDER TO MOVE FORWARD WITH THE USEPA FUNDING OPPORTUNITY FOR MULTIPLE IMPROVEMENT PROJECTS IN THE CITY AND CLINTON TOWNSHIP; AND DECLARING AN EMERGENCY.

Utilities: Ruckman, Miller

Ruckman made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-60, with a second by Miller. Motion to suspend passed by a roll-call vote of 6-0. Ruckman made a motion to adopt Resolution No. 2024-60, with a second by Miller. Law Director Rob Broeren noted that a scrivener's error in the third "whereas" clause will be changed to correct the figure \$20,000 to \$20,000,000. Motion to adopt passed by a roll-call vote of 6-0.

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

RESOLUTION NO. 2024-61

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

Finance and Budget: Seavolt, Woods

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-61, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Resolution No. 2024-61, 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:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	Mahan

RESOLUTION NO. 2024-62

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO RELEASE A REQUEST FOR QUALIFICATIONS FOR IDENTIFYING AND SELECTING A QUALIFIED FIRM OR FIRMS TO PROVIDE DESIGN SERVICES AND CONSTRUCTION FOR A SALT BARN AT 1700 OLD DELAWARE ROAD, CITY OF MOUNT VERNON, OHIO; IDENTIFY AND ENTER INTO CONTRACT WITH THE SELECTED FIRM OR FIRMS FOR DESIGN SERVICES AND CONSTRUCTION FOR A SALT BARN AT 1700 OLD DELAWARE ROAD, CITY OF MOUNT VERNON, OHIO; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

Severns made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-62, with a second by Ruckman. Motion to suspend passed by a roll-call vote of 6-0. Severns made a motion to adopt Resolution No. 2024-62, with a second by Ruckman. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Severns, Councilman
SECONDER:	John Ruckman, Second Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	Mahan

ORDINANCES FOR THIRD READING

None.

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2024-21

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL #66-07961.000, ALSO KNOWN AS 0 VERNONVIEW DRIVE, FROM THE PRESENT ZONING OF R-1 - SINGLE FAMILY DISTRICT, TO PND - PLANNED NEIGHBORHOOD DISTRICT.

Land Use and Development: Keener, Mahan

Ordinance No. 2024-21 was given a second reading. There will be a public hearing on the legislation at 6:45 p.m. on June 24, 2024.

RESULT: SECOND READING**Next: 6/24/2024 7:30 PM****ORDINANCE NO. 2024-27**

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL #70-50046.000 AND PARCEL #70-50054.000, ALSO KNOWN AS 875 HARCOURT ROAD, FROM THE PRESENT ZONING OF CLINTON TOWNSHIP GB - GENERAL BUSINESS, TO GB - GENERAL BUSINESS; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

Ordinance No. 2024-27 was given a second reading. There will be a public hearing on the legislation at 6:40 p.m. on June 24, 2024.

RESULT: SECOND READING**Next: 6/24/2024 7:30 PM****ORDINANCE NO. 2024-28**

AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF CHAPTER 183 OF THE CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING MUNICIPAL INCOME TAX; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Woods

Seavolt made a motion to suspend the rule requiring three separate readings of Ordinance No. 2024-28, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Ordinance No. 2024-28, with a second by Woods. Law Director Rob Broeren explained that the legislation's purpose is twofold -- to incorporate changes required by the Ohio Revised Code, and to update the income tax rate of the City to 2 percent, which the City has been collecting since 2017. Motion to adopt passed by a roll-call vote of 6-0.

RESULT: ADOPTED [UNANIMOUS]**MOVER:** Janis Seavolt, At Large**SECONDER:** Tammy Woods, Third Ward**AYES:** Seavolt, Woods, Keener, Severns, Miller, Ruckman**EXCUSED:** Mahan**ORDINANCES FOR FIRST READING****ORDINANCE NO. 2024-29**

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JULY, 2024; AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

Woods made a motion to suspend the rule requiring three separate readings of Ordinance No. 2024-29, with a second by Keener. Motion to suspend passed by a roll-call vote of 6-0. Woods made a motion to adopt Ordinance No. 2024-29, with a second by Keener. Hawkins commented on the legislation. Motion to adopt passed by a roll-call vote of 6-0.

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

ORDINANCE NO. 2024-30

AN ORDINANCE FIXING THE NUMBER OF HOURLY EMPLOYEES OF
THE CITY OF MOUNT VERNON IN THE PUBLIC WORKS DEPARTMENT;
AND DECLARING AN EMERGENCY.

Employee and Community Rel.: Woods, Keener

Ordinance No. 2024-30 was given a first reading. Woods requested a five-minute meeting of the Employee and Community Relations Committee on the legislation for June 24, 2024.

RESULT:	FIRST READING	Next: 6/24/2024 7:30 PM
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REMARKS FROM THE ADMINISTRATION

Mayor Matthew Starr noted that banners downtown calling attention to Pride Month are an initiative of Experience Mount Vernon, not the City, and added that the City is obligated to observe residents' First Amendment rights. He noted that new video boards are now operational in the first-floor lobby and basement conference room. He added that the Hiawatha Water Park is now open, and noted that the Municipal Planning Commission has voted to recommend passage of a zoning code update to Council.

Safety-Service Director Tanner Salyers noted that the City saved more than \$10,000 by changing the format of its annual cleanup event, and that another cleanup day is being planned for the fall. He added that an arrest has been made in a recent vandalism incident in the City parks, but that another instance of vandalism has occurred at Hiawatha Water Park.

Law Director Rob Broeren thanked the Knox County Foundation for a grant that his office will use in its efforts to combat domestic violence.

REMARKS FROM COUNCIL

Seavolt asked about the age of the vandals at the Hiawatha Water Park. Ruckman congratulated Seavolt and her husband and Safety-Service Director Tanner Salyers on receiving awards from the Republican Party, and wished all fathers a Happy Fathers Day. Keener announced that there will be two upcoming meetings of the Land Use and Development Committee on updating the zoning code, followed by a public hearing on July 22. Hawkins noted that the first First Friday of the season was a success.

ADJOURN AT THE CALL OF THE PRESIDENT

Seavolt made a motion to adjourn, with a second by Keener. Meeting adjourned at 8:23 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
June 5, 2024

Mount Vernon City Council Committee Meeting Schedule June 10, 2024

5:35-5:55 p.m.	Executive session: Collective bargaining	Employee & Community Relations Woods
5:55-6:40 p.m.	Executive session: Investigation of charges or complaints against an employee or official, compensation	Employee & Community Relations Woods
6:40-6:50 p.m.	New salt barn	Streets & Public Buildings Severns
6:50-7:00 p.m.	Inflation Reduction Act grant	Utilities Ruckman
7:00-7:15 p.m.	Codified Ordinance Chapter 183 (Municipal Income Tax)	Finance & Budget Seavolt

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**

May 28, 2024 – 5:26 p.m. to 6:26 p.m.

COUNCIL PRESENT:

Bruce Hawkins, President
Tammy Woods, Third Ward
James Mahan, First Ward
John Ruckman, Second Ward
Mike Miller, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

COUNCIL ABSENT:

Amber Keener, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Terry Scott, Auditor

Miller made a motion to go into executive session to discuss an investigation of charges or complaints against an employee or official, and compensation, with a second by Mahan, at 5:26 p.m. Motion passed by a roll-call vote of 5-0. Woods arrived at 5:30 p.m., and Keener was absent. Miller made a motion to exit executive session with a second by Woods. Motion passed by a roll-call vote of 6-0 at 6:26 p.m. Miller requested a 30-minute executive session on the same topics for June 10, 2024.

Respectfully submitted,

Tammy Woods, Chair
Employee and Community Relations Committee
Mount Vernon City Council

TW/th



**Employee and Community Relations Committee Meeting Minutes
Committee Meeting**

May 28, 2024 – 6:33 p.m. to 6:46 p.m.

COUNCIL PRESENT:

Bruce Hawkins, President
Tammy Woods, Third Ward
James Mahan, First Ward
John Ruckman, Second Ward
Mike Miller, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

COUNCIL ABSENT:

Amber Keener, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Terry Scott, Auditor
Robert Morgan, Police Chief
Aaron Reinhart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages
Members of Mayor's Youth Council and parents

Mayor Matthew Starr introduced members of this academic year's Mayor Youth Council, five of whom recounted what they learned while serving on the council, including what has to happen to make government work, how the various departments interact, and issues such as finances and growth. Members expressed appreciation for getting involved in the community, and several indicated an interest in pursuing careers in government. Members of the Youth Council presented the Mayor with a signed map of the City, and group photos were taken. No further meetings on the matter were requested.

Respectfully submitted,

Tammy Woods, Chair
Employee and Community Relations Committee
Mount Vernon City Council

TW/th



**Employee and Community Relations Committee Meeting Minutes
Committee Meeting**

May 28, 2024 – 6:46 p.m. to 6:50 p.m.

COUNCIL PRESENT:

Bruce Hawkins, President
Tammy Woods, Third Ward
James Mahan, First Ward
John Ruckman, Second Ward
Mike Miller, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

COUNCIL ABSENT:

Amber Keener, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Terry Scott, Auditor
Robert Morgan, Police Chief
Aaron Reinhart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages

The committee discussed Ordinance No. 2024-24, changing various job titles within the Safety and Service Departments. The chair read a couple of emails from Human Resources Director Denise Neff on the legislation, and noted that the new job titles would not change job duties or compensation. Police Chief Robert Morgan noted that the legislation should be amended to change Administrative Assistant to Executive Assistant in his department. No further meetings on the matter were requested. Ordinance No. 2024-24 was up for a second reading at Council's Legislative Session later in the evening.

Respectfully submitted,

Tammy Woods, Chair
Employee and Community Relations Committee
Mount Vernon City Council

TW/th



Employee and Community Relations Committee Meeting Minutes
Committee Meeting
May 28, 2024 – 6:50 p.m. to 7:07 p.m.

COUNCIL PRESENT:

Bruce Hawkins, President
 Tammy Woods, Third Ward
 James Mahan, First Ward
 John Ruckman, Second Ward
 Mike Miller, Fourth Ward
 Janis Seavolt, At-Large
 Mel Severns, At-Large

COUNCIL ABSENT:

Amber Keener, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
 Tanner Salyers, Safety-Service Director
 Rob Broeren, Law Director
 Terry Scott, Auditor
 Robert Morgan, Police Chief
 Aaron Reinhart, Utilities Director
 Todd Hill, Clerk
 Cheryl Splain, Knox Pages

The committee discussed Ordinance No. 2024-26, to amend certain provisions of Chapter 135 of the Codified Ordinances regarding employee travel. Mayor Matthew Starr responded to several questions from the chair. Elected officials would approve requests for employee reimbursement. Examples of incidental expenses were detailed. Law Director Rob Broeren added that the current maximum federal per diem reimbursement rate varies by city or region. Whether meals for travel that's not overnight are reimbursed varies by department, and any entertainment expenses would have to be approved via purchase order. Auditor Terry Scott added that all reimbursement requests ultimately have to be approved by the Mayor. Broeren added that any misuse of reimbursement policy is addressed in the City's disciplinary code, and that making the legislation retroactive to Jan. 1, 2024 was not doable. No further meetings on the legislation were requested. Ordinance No. 2024-26 was up for a second reading at Council's Legislative Session later in the evening.

Respectfully submitted,

Tammy Woods, Chair
 Employee and Community Relations Committee
 Mount Vernon City Council

TW/th



**Land Use and Development Committee Meeting Minutes
May 28, 2024 – 7:07 p.m. to 7:13 p.m.**

COUNCIL PRESENT:

Bruce Hawkins, President
Tammy Woods, Third Ward
James Mahan, First Ward
John Ruckman, Second Ward
Mike Miller, Fourth Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

COUNCIL ABSENT:

Amber Keener, At-Large

OTHERS IN ATTENDANCE:

Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Terry Scott, Auditor
Robert Morgan, Police Chief
Aaron Reinhart, Utilities Director
Todd Hill, Clerk
Cheryl Splain, Knox Pages

The committee discussed Resolution No. 2024-54, amending the City's Designated Outdoor Refreshment Area signage. Law Director Rob Broeren explained that if the legislation is not passed by May 31, 2024, the City would revert to previous legislation on the matter before various amendments took effect. For instance, currently the Dog Fountain is a DORA-free zone, but it would no longer be. Mayor Matthew Starr detailed what the new DORA signage would look like. No further meetings on the matter were requested. Resolution No. 2024-54 was up for a second reading at Council's Legislative Session later in the evening.

Respectfully submitted,

James Mahan, Vice Chair
Land Use and Development Committee
Mount Vernon City Council
AK/th

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

(614)644-2360 FAX(614)644-3166

TO

6552562			TRFO	OB BHAGVATI LLC DBA SANDUSKY FOODMART 10 N SANDUSKY ST MT VERNON OHIO 43050
PERMIT NUMBER			TYPE	
02	01	2024		
ISSUE DATE				
05	02	2024		
FILING DATE				
C1 C2				
PERMIT CLASSES				
42	077	B	F31340	
TAX DISTRICT			RECEIPT NO.	

FROM 05/22/2024

6547755				OM SHRI NARAYAN DEV LLC DBA SUNOCO 10 10 N SANDUSKY ST MT VERNON OHIO 43050
PERMIT NUMBER			TYPE	
02	01	2024		
ISSUE DATE				
05	02	2024		
FILING DATE				
C1 C2				
PERMIT CLASSES				
42	077			
TAX DISTRICT			RECEIPT NO.	



MAILED 05/22/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN.

06/24/2024

IMPORTANT NOTICEPLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 6552562**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF MT VERNON CITY COUNCIL
CITY HALL
40 PUBLIC SQ
MT VERNON OHIO 43050



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

Communication: 06-10-24A Liquor Permit Transfer (Liquor Control License)

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

95552410005			TREX		WERNER FAMILY VENTURES LLC	
PERMIT NUMBER			TYPE		908 S MAIN ST	
02	01	2022	MOUNT VERNON OH 43050			
ISSUE DATE						
05	29	2024				
FILING DATE						
C1	C2	D6	PERMIT CLASSES			
42	077	B	F31373			
TAX DISTRICT			RECEIPT NO.			

FROM 05/31/2024 SAFEKEEPING

29484550055					FROELICH ENTERPRISES INC	
PERMIT NUMBER			TYPE		DBA SMOKER FRIENDLY PARTY CENTER	
02	01	2022	NEW PHILADELPHIA			
ISSUE DATE			DR THRU & STORAGE RM ONLY			
05	29	2024	1145 W HIGH AV NW			
FILING DATE			GOSHEN TWP			
C1	C2	D6	PERMIT CLASSES			
79	928		NEW PHILADELPHIA OH 44663			
TAX DISTRICT			RECEIPT NO.			



MAILED 05/31/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN.

07/01/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B TREX 9555241-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF MT VERNON CITY COUNCIL
CITY HALL
40 PUBLIC SQ
MT VERNON OHIO 43050



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 06/10/24 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
Category: Appointment
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 4040

ADOPTED

RESOLUTION 2024-57

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF RUSS MENTZER TO THE SHADE TREE AND BEAUTIFICATION COMMISSION FOR A THREE (3) YEAR TERM; 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 Council for the City of Mount Vernon confirms the Mayor's appointment of Russ Mentzer, 708 Knolls Drive, Mount Vernon, Ohio to the Shade Tree and Beautification Commission, for a three (3) year term, commencing immediately, and ending June 10, 2027.

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

COMMENTS - Current Meeting:

Woods made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-57, with a second by Keener. Motion to suspend passed by a roll-call vote of 6-0. Woods made a motion to adopt Resolution No. 2024-57, with a second by Keener. Mayor Matthew Starr spoke about the qualifications of Russ Mentzer to serve on the Shade Tree and Beautification Commission. Motion to adopt passed by a roll-call vote of 6-0.

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



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2024-58

Meeting: 06/10/24 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 4042

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

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

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

1. To Account 101.1786.53111, Dues/Supplies, in the amount of \$1,000.00.
2. To Account 101.1786.53112, Conference Registration, in the amount of \$3,000.00.
3. To Account 101.1786.53113, Memberships, in the amount of \$1,125.00.
4. To Account 101.1786.54112, Drug Testing, in the amount of \$-5,120.08.
5. To Account 101.1786.54113, Testing Supplies, in the amount of \$500.00.
6. To Account 101.1786.54114, Confirmation Testing, in the amount of \$300.00.
7. To Account 101.1786.54115, GPS Services, in the amount of \$1,435.00.
8. To Account 101.1786.54116, Electronic Monitoring, in the amount of \$163.00.
9. To Account 101.1786.54117, Substance Abuse, in the amount of \$6,000.00.
10. To Account 101.1786.54118, Mental Health Services, in the amount of \$3,500.00.
11. To Account 101.1786.54119, Anger management, in the amount of \$-2,173.75.
12. To Account 101.1786.54120, Additional Treatment Services, in the amount of \$20,895.00.
13. To Account 101.1786.54121, Class Materials, in the amount of \$-\$875.00.
14. To Account 101.1486.54122, Hands Down Costs, in the amount of \$-\$875.00.
15. To Account 101.1786.54123, Incentives, in the amount of \$1,750.00.
16. To Account 101.1786.54124, Transportation, in the amount of \$1,250.00.
17. To Account 101.1786.54311, Training/Travel-In State, in the amount of \$1,000.00.

(Municipal Court - CCA Grant Programming)

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:

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-58, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Resolution No. 2024-58, with a second by Woods. Auditor Terry Scott

commented on the legislation, noting that the appropriations are limited to the Municipal Court. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	James Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2024-59

Meeting: 06/10/24 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 4044

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 Zashin & Rich Co., LPA, in the amount of \$4,410.00, to be taken from Account 101.2300.54111, Services Received.
2. To Knox County Transit Board, in the amount of \$5,625.00, to be taken from Account 101.3600.55519, Knox Area Transit.
3. To CivicPlus, LLC, in the amount of \$4,255.00, to be taken from Account 101.3600.54494, Networking Systems.

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:

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-59, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Resolution No. 2024-59, 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: Janis Seavolt, At Large
SECONDER: Tammy Woods, Third Ward
AYES: Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED: James Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 06/10/24 7:30 PM

Dept: Utilities

Ruckman, Miller

Category: Grant

Prepared By: Todd Hill

Initiator: Todd Hill

ADOPTED

RESOLUTION 2024-60

DOC ID: 4046

A RESOLUTION TO APPLY FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA) INFLATION REDUCTION ACT COMMUNITY CHANGE PROGRAM AND TO ENGAGE IN A JOINT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, OHIO AND CLINTON TOWNSHIP, KNOX COUNTY, OHIO IN ORDER TO MOVE FORWARD WITH THE USEPA FUNDING OPPORTUNITY FOR MULTIPLE IMPROVEMENT PROJECTS IN THE CITY AND CLINTON TOWNSHIP; AND DECLARING AN EMERGENCY.

WHEREAS, the USEPA has funds available as part of the Inflation Reduction Act Community Change Program; and

WHEREAS, a joint partnership with Clinton Township, Knox County, Ohio will make possible the application for USEPA funds to benefit both the City of Mount Vernon, Ohio and Clinton Township, Knox County, Ohio; and

WHEREAS, the joint partnership is eligible to apply for up to \$20,000 in Track I Community-Driven Investments for Change funds, providing the partnership meets all applicable requirements.

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 authorized and directed to make an application for funding to the USEPA Inflation Reduction Act Community Change Program.

SECTION 2: The Safety-Service Director is further authorized and directed to enter into a joint partnership with Clinton Township, Knox County, Ohio to secure funding assistance from the Inflation Reduction Act Community Change Program for assistance with multiple improvement projects.

SECTION 3: The City, as a member of the joint partnership, understands all conditions and requirements of the Inflation Reduction Act Community Change Program and certifies that it will comply with all such assurances of the program.

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 to allow the City to apply for the program in a timely manner, the 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 an after the earliest period allowed by law.

COMMENTS - Current Meeting:

Ruckman made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-60, with a second by Miller. Motion to suspend passed by a roll-call vote of 6-0. Ruckman made a motion to adopt Resolution No. 2024-60, with a second by Miller. Law Director Rob Broeren noted that a scrivener's error in the third "whereas" clause will be changed to correct the figure \$20,000 to \$20,000,000. Motion to adopt passed by a roll-call vote of 6-0.

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



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2024-61

Meeting: 06/10/24 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Terry Scott
Initiator: Todd Hill
DOC ID: 4043 A

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 224.1950.54111, Impound Towing, in the amount of \$6,192.00.
(Unanticipated Revenues - Impound Towing)
2. To Account 2400.56612, Bonds & Inspections, in the amount of \$19,000.00.
(Unanticipated Revenues - Bonds & Inspections)
3. To Account 701.2740.55513, Distribution - Line Improvement or Extensions, in the amount of \$131,791.48
(Ohio Public Works Grant - Waterline Projects)
4. To Account 405.2900.55514, Roads-Asphalt, in the amount of \$275,000.00.
(Partnership Program - North End Dan Emmett Sidewalks - Barrier)
5. To Account 405.2900.55514, Roads - Asphalt, in the amount of \$90,915.60.
(Clinton Township ARPA Funding- Buckeye Addition Road Paving)
6. To Account 101.1500.53111, Dues/Supplies, in the amount of \$425.00.
(Knox County Foundation - Grant Award)

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:

Seavolt made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-61, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Resolution No. 2024-61, 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:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	James Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

RESOLUTION 2024-62

Meeting: 06/10/24 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Contract
Prepared By: Todd Hill
Initiator: Todd Hill
DOC ID: 4047

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO RELEASE A REQUEST FOR QUALIFICATIONS FOR IDENTIFYING AND SELECTING A QUALIFIED FIRM OR FIRMS TO PROVIDE DESIGN SERVICES AND CONSTRUCTION FOR A SALT BARN AT 1700 OLD DELAWARE ROAD, CITY OF MOUNT VERNON, OHIO; IDENTIFY AND ENTER INTO CONTRACT WITH THE SELECTED FIRM OR FIRMS FOR DESIGN SERVICES AND CONSTRUCTION FOR A SALT BARN AT 1700 OLD DELAWARE ROAD, CITY OF MOUNT VERNON, OHIO; 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 release a Request for Qualifications for identifying and selecting a qualified firm or firms to provide design and construction services for a salt barn at 1700 Old Delaware Road, Mount Vernon, Ohio.

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 or contracts for design and construction services for a salt barn at 1700 Old Delaware Road, Mount Vernon, Ohio with the selected firm or firms.

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 expedite this project due to the deterioration of the City's current salt barn, 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:

Severns made a motion to suspend the rule requiring three separate readings of Resolution No. 2024-62, with a second by Ruckman. Motion to suspend passed by a roll-call vote of 6-0.

Severns made a motion to adopt Resolution No. 2024-62, with a second by Ruckman. Motion to adopt passed by a roll-call vote of 6-0.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mel Severns, Councilman
SECONDER: John Ruckman, Second Ward
AYES: Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED: James Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2024-21

Meeting: 06/10/24 7:30 PM
Dept: Land Use and Development
Keener, Mahan

Category: Planning and Zoning
 Prepared By: Todd Hill
 Initiator: Todd Hill

DOC ID: 4010

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL #66-07961.000, ALSO KNOWN AS 0 VERNONVIEW DRIVE, FROM THE PRESENT ZONING OF R-1 - SINGLE FAMILY DISTRICT, TO PND - PLANNED NEIGHBORHOOD DISTRICT.

WHEREAS, the Council of the City of Mount Vernon has received an application for rezoning certain property within the City of Mount Vernon, specifically Parcel #66-07961.000, also known as 0 Vernonview Drive; and

WHEREAS, the Municipal Planning Commission for the City of Mount Vernon met on April 11, 2024 and voted 4-1 to approve the zoning change for Parcel #66-07961.000 from R1 - Single Family District, to PND - Planned Neighborhood District.

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 hereby amends the zoning classification of Parcel #66-07961.000, also known as 0 Vernonview Drive. The zoning will be as indicated:

<u>PARCEL NO.</u>	<u>PROPOSED ZONING</u>
#66-07961.000	PND - Planned Neighborhood District

SECTION 2: That the zoning classification be recorded in Title XI of the Planning and Zoning Codes of the Codified Ordinances of the City of Mount Vernon.

HISTORY:

04/22/24 City Council FIRST READING

Ordinance No. 2024-21 was given a first reading. Keener requested a five-minute meeting of the Land Use and Development Committee on the legislation for May 13, 2024.

05/13/24 City Council POSTPONED TO A CERTAIN TIME

Keener made a motion to postpone the second reading of Ordinance No. 2024-24 from May 13, 2024 to June 10, 2024, with a second by Seavolt. Keener made a motion to amend her motion to postpone, to also postpone the scheduled public hearing on the legislation from May 28, 2024 to June 24, 2024, with a second by Seavolt. Motion to amend passed by a roll-call vote of 6-1, with Miller voting no. Motion to postpone passed by a roll-call vote of 6-1, with Miller voting no.

COMMENTS - Current Meeting:

Ordinance No. 2024-21 was given a second reading. There will be a public hearing on the legislation at 6:45 p.m. on June 24, 2024.

Ordinance 2024-21

Meeting of June 10, 2024

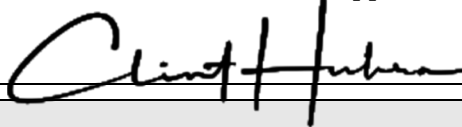
RESULT: SECOND READING

Next: 6/24/2024 7:30 PM



City of Mount Vernon, Ohio

Application for Zoning Amendment

Applicant's Information			
Owner's Name, Address, Phone, and Email Address			
ARISTA VILLAS MOUNT VERNON LLC		office@knequity.com	
100 INTERNATIONAL DR		888.299.2403	
23RD FLOOR			
BALTIMORE MD 21202			
Agent's Name, Address, Phone, and Email Address			
Clint M Huhra		clint@knequity.com	
2344 York Road		410.322.1501	
Timonium, MD 21093			
Site Information			
Site Address		Legal Description	
0 VERNONVIEW DR MOUNT VERNON OH 43050		NW PT NE OF 25 39.916AC	
Parcel Number		Deed Volume and Page Number	
66-07961.000		1974/559	
Use of Property			
Present Use		Present Zoning District	
Vacant Land		R1	
Proposed Use		Proposed Zoning District	
Mixed Use Neighborhood - SFD/Towns/Multifamily		Planned Neighborhood District (PND)	
Documents to be Submitted			
The following documents must also be submitted with this application: 1. A statement of the reason(s) for the proposed amendment. 2. A vicinity map at a scale approved by the Zoning Enforcement Officer showing property lines, thoroughfares, existing and proposed zoning, and such other items as the Zoning Enforcement Officer may require. 3. A statement on the ways in which the proposed amendment relates to the comprehensive plan. 4. The \$150.00 filing fee as established by ordinance.			
I hereby certify that the information submitted on this application and on any sketches, drawings or other documents submitted with this application is true and exact. Date:  By: Clint M Huhra			
Filing Information			
Filing Date	Fee deposit	Date Paid	Receipt Number
3/22/2024	\$150.00		

This form revised 04-11-2023

Attachment: 04-22-24 0 Vernonview Drive (2024-21 : Rezone 0 Vernonview Drive)

Arista Villas Mount Vernon, LLC Application for Zoning Amendment

Arista Villas Mount Vernon LLC has submitted a proposal for a zoning amendment to permit the existing property to host a blend of housing options for the community. Under this proposed amendment, we, as the developer, would have the opportunity to propose a combination of single-family dwellings, townhomes, and multifamily units. This approach aligns with the existing character of the surrounding areas, which already feature a mix of single-family homes, senior living facilities, and other multifamily housing options.

The proposed amendment is intricately tied to the comprehensive plan, integrating housing needs within the market while remaining consistent with its framework. Recognizing the influx of residents from Columbus and other influencing factors, it's imperative to address the area's housing demands while preserving its rich history and allure. Additionally, our plan integrates existing traffic patterns and desired roundabouts outlined in the town's master plan, which will be gradually implemented in the coming years. We believe our proposal aligns seamlessly with Mount Vernon's comprehensive planning, ensuring a cohesive extension of the present landscape and future vision.

TRANSFERRED
SEE SEC. 319.54.....H.....
SEC. 319.202 R.C. COMPLIED WITH

MAY 23 2023

SARAH THORNE
KNOX COUNTY, OHIO
NO 989 BY mtb

Tanner Salyers,
Knox County, OH
Instrument: 202300003236
DEED Pages: 5
05/23/2023 @ 12:34:10 PM
Recording: 58.00

BK 1974 PG 559 - 563

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT **Brookes Group, LLC**, an Ohio Limited Liability Company, for valuable consideration paid, grants with general warranty covenants, to **Arista Villas Mount Vernon, LLC**, whose tax mailing address is 100 International Drive, 23rd Floor, Baltimore, Maryland 21202, the following REAL PROPERTY:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Parcel Number: 66-07961.000

Prior Deed Reference: Book 1974, Page 223, Knox County, Ohio, Official Records.

Subject to all reservations, building restrictions, zoning restrictions, leases and easements of record, taxes and assessments which are a lien, and determinations by the Tax Map Department of the Knox County Engineer’s Office and the Knox County Regional Planning Commission.

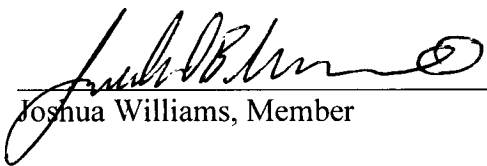
Real Estate Taxes and Assessments shall be assumed by Grantees.

A TITLE SEARCH WAS NOT PERFORMED RELATING TO THIS TRANSFER.

K&C

Executed this 18th day of May, 2023.

Brookes Group, LLC



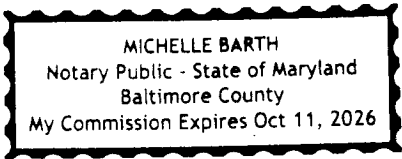
Joshua Williams, Member

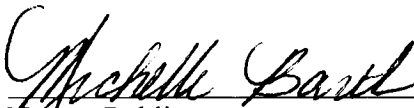
STATE OF MARYLAND

SS:

COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 18th day of May, 2023, by Joshua Williams, Member of Brookes Group, LLC.





Notary Public

This instrument prepared by:
Kidwell & Cunningham, Ltd.
112 North Main Street
Mount Vernon, Ohio 43050
Telephone: 740-397-7474
OC05265/nlr

EXHIBIT A

Situated in the State of Ohio, County of Knox, City of Mount Vernon, being part of the Northeast Quarter, Section 25, Quarter 3, Township 7 North, Range 12 West, of the US Military Lands, being a 39.916 acre tract conveyed to MCR Drake – Mount Vernon, LLC & Lenor R. Cochran of record in Official Record 1819, Page 782, also known as Parcel Number 66-07961.000, records refer to the County Recorder's Office, Knox County, Ohio and being more particularly described as follows:

Beginning at an iron pin found on the East right-of-way line of State Route 768 – Vernon View Drive (60 feet in width), a Northwest corner of Colonial Heights Additions NO. 1, a Northwest corner of Lot 1 of said Colonial Heights Additions, and a Southwest corner of said MCR Drake Tract;

Thence North 03° 09' 20" East, a distance of 340.75 feet with the East right-of-way line of said State Route 768 and a West line of said MRC Drake tract, to a point referenced by an iron pin found South 86° 59' 02" East, a distance of 4.37 feet;

Thence South 86° 59' 02" East, a distance of 224.58 feet with a North line of said MCR Drake tract and a South line of a tract conveyed to Randy Canterbury and Cloyd McMannis of record in Official Record 1945, Page 501, to an iron pin found at a corner of said MCR Drake tract and a Southeast corner of said Canterbury and McMannis tract;

Thence North 58° 03' 35" East, a distance of 150.84 feet with a Northwest line of said MCR Drake tract, a Southeast line of said Caterbury and McMannis tract, and also a Southeast line of a tract conveyed to Michael A. and Carol R. Rednour of record in Official Record 1626, Page 907, passing an iron pin found at 87.27 feet, to an iron pin found at a Northwest corner of said MCR Drake tract and a corner of said Rednour tract;

Thence South 86° 59' 16" East, a distance of 541.97 feet with a North line of said MCR Drake tract, a South line of said Rednour Tract, a South line of a tract conveyed to Robert K. and Linda K. Beck of record in Official Record 1732, Page 903, and a South line of Cherry Hill Subdivision Lot 6 conveyed to John, Gregory, Mark, and David McMillan of record in Official Record 1887, Page 910, passing an iron pin found at 167.23 feet and passing an iron pipe found at 347.03 feet, to an iron in found at a corner of said MCR Drake tract and a Southeast corner of said Cherry Hill Subdivision Lot 6;

Thence North 03° 06' 37" East, a distance of 209.98 feet with a West line of said MCR Drake tract, and East line of said Cherry Hill Subdivision Lot 6, and the East Terminus of Woodside Drive (60 feet in width), to an iron pin found at a Northwest corner of said MCR Drake tract, the Northeast Terminus of said Woodside Drive, and a South line of a tract conveyed to David F. and Juliann M. McCoy of record in Official Record 845, Page 698, and also Official Record 1032, Page 557;

Thence South 86° 58' 51" East, a distance of 130.53 feet with a north line of said MCR Drake tract and a South line of said McCoy tract, to an iron pin found at a corner of said MCR Drake tract and a Southeast corner of said McCoy tract;

Thence North 03° 07' 41" East, a distance of 150.58 feet with a West line of said MCR Drake tract and an East line of said McCoy tract, to an iron pin found on the North line of the corporation limit, a South line of Monroe Township, the North line of said Northeast Quarter, a Northwest

corner of said MCR Drake tract, a Northeast corner of said McCoy tract, and a South line of a tract conveyed to Michael L. Kepple of record in Official Record 1579, Page 792;

Thence South 86° 47' 14" East, a distance of 1668.58 feet with the north line of said corporation limit, a South line of said Monroe Township, a North line of said Northeast Quarter, and a North line of said MCR Drake tract, to an iron pin found at a Northeast corner of said Northeast Quarter, a Northeast corner of said MCR Drake tract, a Southwest corner of a tract conveyed to Schlabach Builders, Ltd. of record in Official Record 1872, Page 725, and a Northwest corner of a tract conveyed to D and S Properties of Mount Vernon, LLC. of record in Official Record 1617, Page 135;

Thence South 03° 25' 42" West, a distance of 775.86 feet with the East line of said Northeast Quarter and an East line of said MCR Drake tract, to an iron pin set at a Southeast corner of said MCR Drake tract of record in Official Record 1579, Page 792 and a corner of a tract conveyed to Corisa Properties MTV, LLC. of record in Official Record 1657, Page 820;

Thence North 87° 05' 34" West, a distance of 696.27 feet with a South line of said MCR Drake tract and a North line of said Corissa Properties tract, to an iron pin found at a Northwest corner of said Corissa Properties tract and a Northeast corner of a tract conveyed to Levering Management, Inc. of record in Deed Volume 404, Page 425;

Thence North 87° 12' 01" West, a distance of 549.99 feet with a South line of said MCR Drake tract and a North line of said Levering Management tract, to an iron pipe found at a Northwest corner of said Levering Management tract and a Northeast corner of replat of Reserve "A" Colonial Heights Addition No. 1;

Thence North 87° 05' 43" West, a distance of 1438.92 feet with a South line of said MCR Drake tract, a North line of said replat of Reserve "A" Colonial Heights Addition, and also a North line of said Colonial Heights Addition, passing an iron pipe found at 235.91 feet and an iron pin found at 1008.92 feet, to the iron pin found at the point of beginning, containing 39.916 acres of land, more or less.

The above description was based on a survey prepared by Makeever and Associates, Inc. under the direct supervision of Isaac L. King, P.S. Professional Surveyor Number 8318, Dated December 2022, and is subject to all highways, easements, and restrictions of record.

All bearings shown herein are based upon the Ohio State Plane Coordinate System, North Zone, (NAD83 2011).

All iron pins set are 5/8" O.D. x 30" Long reinforcing rods with yellow plastic caps stamped "Makeever and Assoc." unless otherwise noted.

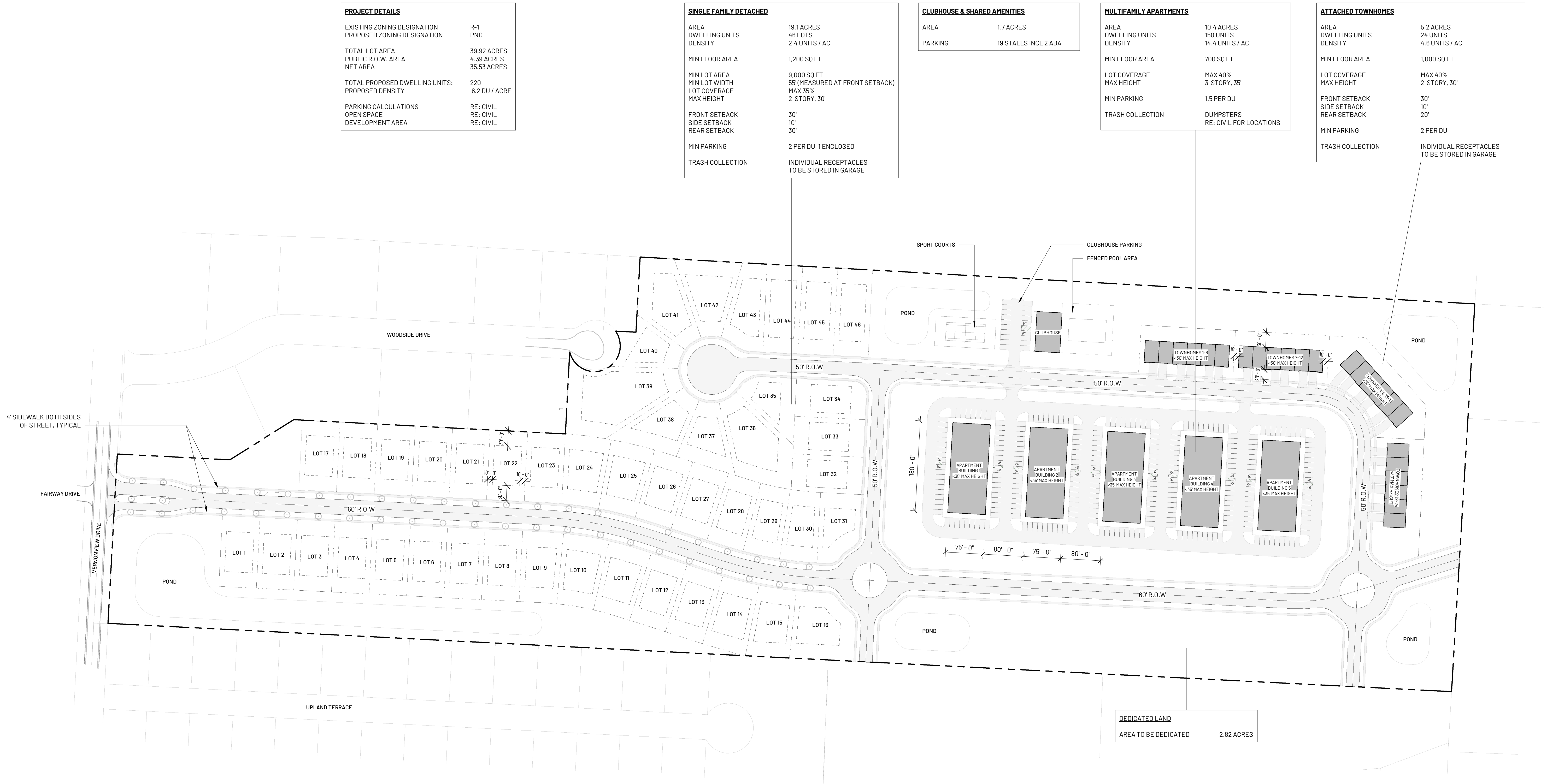
Prior Deed References: Official Record 1579, Page 792.

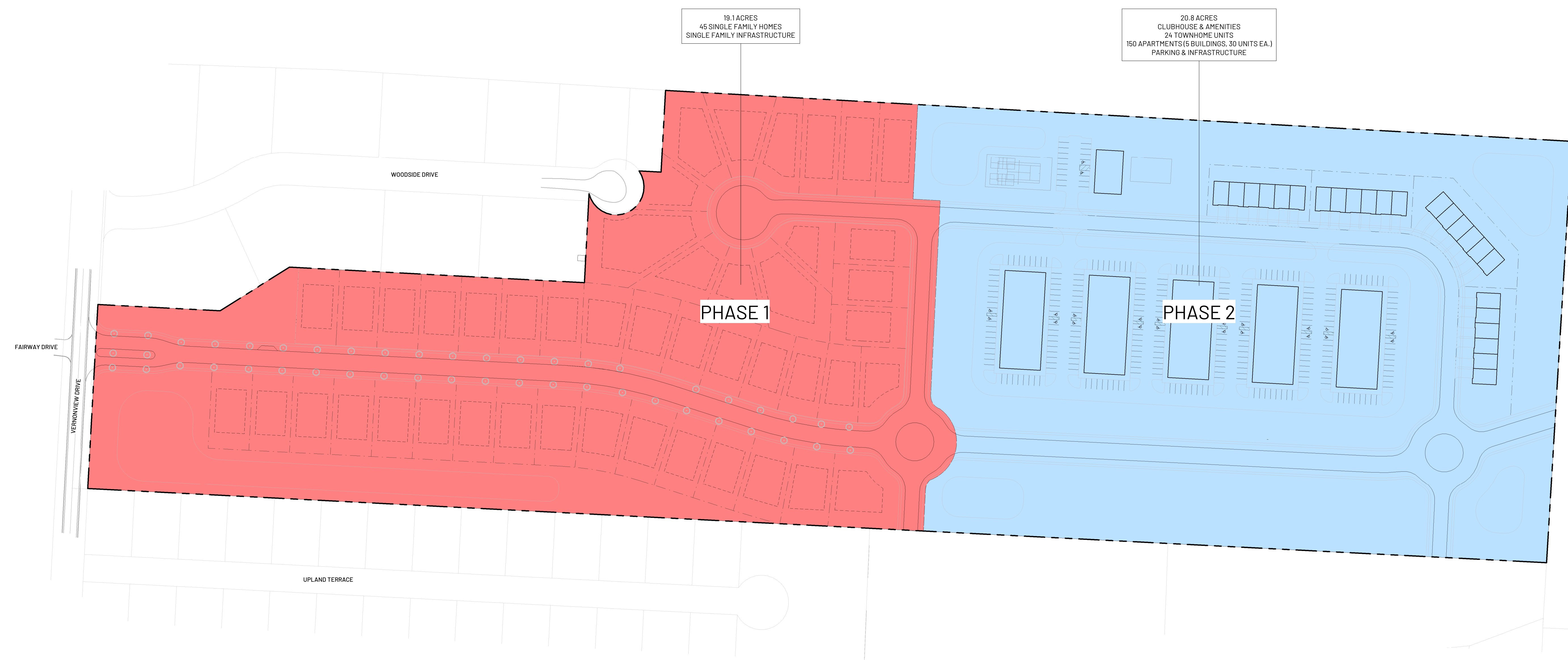
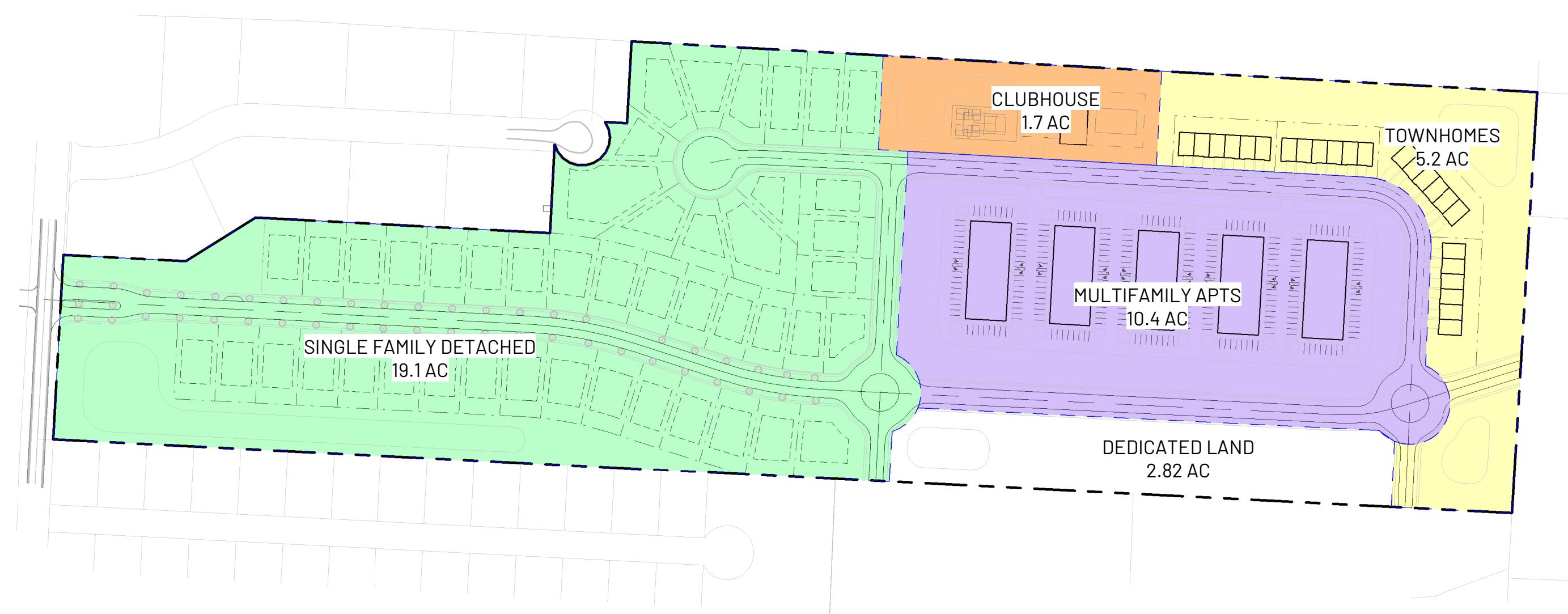
Parcel Number: 66-07961.000

DESCRIPTION
APPROVED
CAMERON KEATON
KNOX COUNTY ENGINEER

JDS









36225 DETROIT ROAD - UNIT 475
AVON, OH 44011
T: 440.799.7291 WWW.CDG-ENG.COM

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1000

0 25 50 100

SCALE: 1 INCH = 100 FEET

DRAWING SCALE

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE
SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN
INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER
PREPARING THESE PLANS. THE CONTRACTOR SHALL
DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES
PRIOR TO COMMENCING WORK, AND AGREES TO BE FULLY
RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE
OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY
LOCATE AND PRESERVE ANY AND ALL UNDERGROUND
UTILITIES.

XX/XX/XXXX
SIGNATURE DATE SIGNED
PROFESSIONAL ENGINEER
STATE LIC. No. 81840

REVISIONS		
Date	Description	No.

CLIENT

PROJECT

ARISTA VILLAS

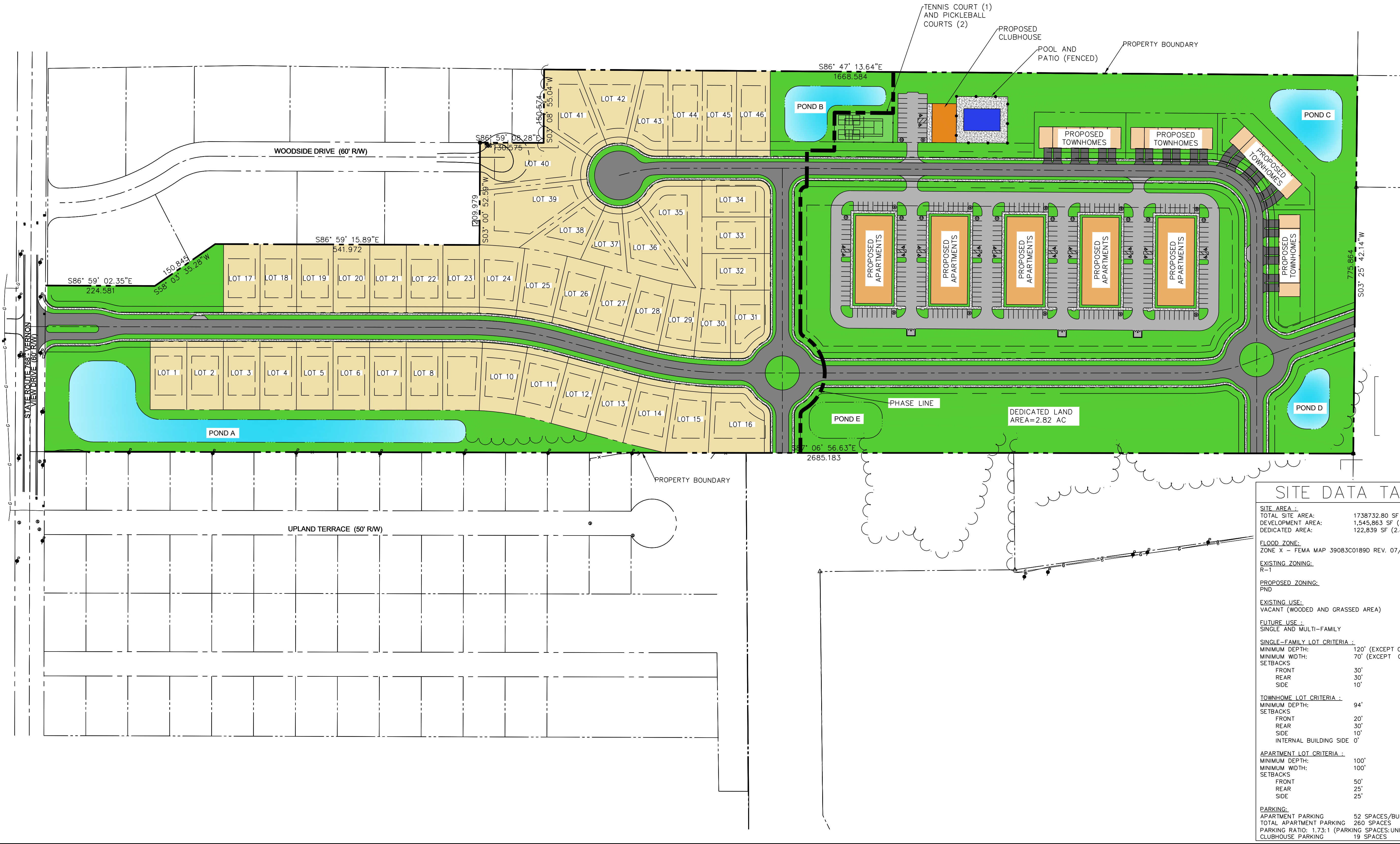
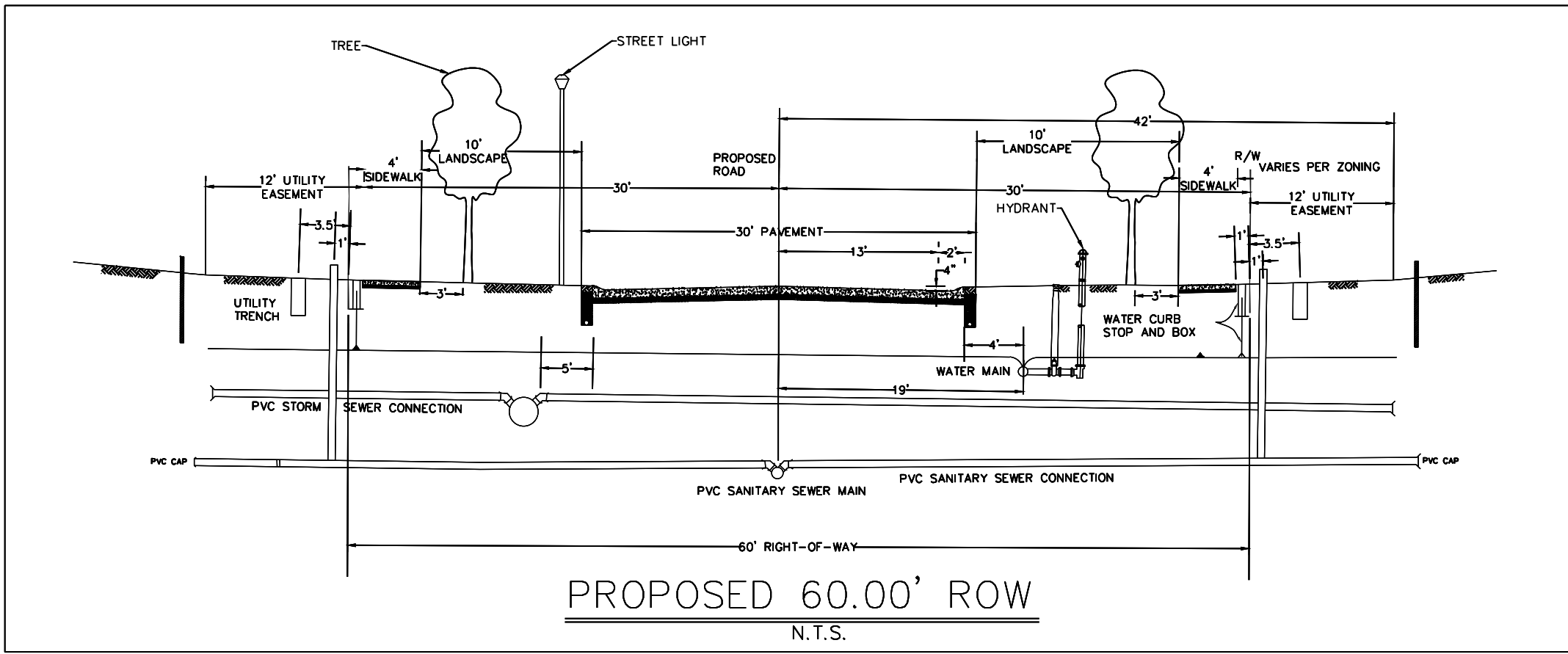
MOUNT VERNON VERNONVIEW DRIVE OHIO

SHEET TITLE

PRELIMINARY PLAT -
OVERALL SITE PLAN

PROJECT NO.		SHEET NO.
230031		
DATE	2024-02-28	
Drawn By	JBO	
Checked By	JBO	
		C200

LEGEND		
	EXISTING	PROPOSED
PROPERTY LINE		
R.O.W LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
BUILDING LINE		
CURB LINE		
FENCE		
PARKING SPACE COUNT		
EXISTING TREE		
HEAVY DUTY ASPHALT PAVEMENT		
STANDARD DUTY ASPHALT PAVEMENT		
CONCRETE SIDEWALK/PAD		



SITE DATA TABLE	
SITE AREA :	
TOTAL SITE AREA:	1738732.80 SF (39.92 AC)
DEVELOPMENT AREA:	1,545,863 SF (35.49 AC)
DEDICATED AREA:	122,839 SF (2.82 AC)
FLOOD ZONE:	
ZONE X - FEMA MAP 39083C0189D REV. 07/07/2009	
EXISTING ZONING:	
R-1	
PROPOSED ZONING:	
PND	
EXISTING USE:	
VACANT (WOODED AND GRASSED AREA)	
FUTURE USE :	
SINGLE AND MULTI-FAMILY	
SINGLE-FAMILY LOT CRITERIA :	
MINIMUM DEPTH:	120' (EXCEPT CUL-DE-SAC)
MINIMUM WIDTH:	70' (EXCEPT CUL-DE-SAC)
SETBACKS	
FRONT	30'
REAR	30'
SIDE	10'
TOWNHOME LOT CRITERIA :	
MINIMUM DEPTH:	94'
SETBACKS	
FRONT	20'
REAR	30'
SIDE	10'
INTERNAL BUILDING SIDE	0'
APARTMENT LOT CRITERIA :	
MINIMUM DEPTH:	100'
MINIMUM WIDTH:	100'
SETBACKS	
FRONT	50'
REAR	25'
SIDE	25'
PARKING:	
APARTMENT PARKING	52 SPACES/BUILDING
TOTAL APARTMENT PARKING	260 SPACES
PARKING RATIO:	1.73:1 (PARKING SPACES/UNITS)
CLUBHOUSE PARKING	19 SPACES



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

Meeting: 06/10/24 7:30 PM
**Dept: Land Use and Development
Keener, Mahan**

Category: Planning and Zoning
Prepared By: Todd Hill
Initiator: Todd Hill

SCHEDULED

ORDINANCE 2024-27

DOC ID: 4037

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL #70-50046.000 AND PARCEL #70-50054.000, ALSO KNOWN AS 875 HARCOURT ROAD, FROM THE PRESENT ZONING OF CLINTON TOWNSHIP GB - GENERAL BUSINESS, TO GB - GENERAL BUSINESS; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Mount Vernon has received an application for rezoning certain property within the City of Mount Vernon, specifically Parcel #70-50046.000 and Parcel #70-50054.000, also known as 875 Harcourt Road; and

WHEREAS, the Municipal Planning Commission for the City of Mount Vernon met on May 9, 2024 and voted unanimously to approve the zoning change for Parcel #70-50046.000 from Clinton Township GB - General Business, to GB - General Business; and for Parcel #70-50054.000 from Clinton Township GB - General Business, to GB - General Business.

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 hereby amends the zoning classification of Parcel #70-50046.000 and #70-50054.000, also known as 875 Harcourt Road. The zoning will be as indicated:

<u>PARCEL NO.</u>	<u>PROPOSED ZONING</u>
#70-50046.000	GB - GENERAL BUSINESS
#70-50054.000	GB - GENERAL BUSINESS

SECTION 2: That the zoning classification be recorded in Title XI of the Planning and Zoning Codes of the Codified Ordinances of the City of Mount Vernon.

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 allow for the development of business within the City, the said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

05/28/24

City Council

FIRST READING

Ordinance No. 2024-27 was given a first reading. There will be a public hearing on the legislation at 6:40 p.m. on Monday, June 24, 2024. Law Director Rob Broeren explained the state requirement for a public hearing on rezoning legislation.

COMMENTS - Current Meeting:

Ordinance No. 2024-27 was given a second reading. There will be a public hearing on the legislation at 6:40 p.m. on June 24, 2024.

RESULT: SECOND READING

Next: 6/24/2024 7:30 PM



City of Mount Vernon, Ohio

Development Services

40 Public Square

Mount Vernon, OH 43050

Phone 740-393-2033 | DSM@MountVernonOhio.org

To: Clerk of Council

May 20, 2024

Municipal Planning Commission

Meeting Date: May 9, 2024

Case Number: 2024-MPC-08

Zoning Amendment for parcels 70-50046.000 and 70-50054.000 from Clinton TWP GB to GB

Ordinance 2023-43 accepted the annexation of the aforementioned parcels. §1151.09(b) directs inclusion of the annexed territory in one or more of the zoning districts of the City. This initiation was submitted by the Development Services Manager for review by the Municipal Planning Commission for a recommendation to City Council.

A public hearing was held and testimony ensued about the proposed zoning amendment. Following testimony:

Todd Hawkins made a motion to recommend approval of the proposed Zoning Amendment from Clinton TWP GB to GB to City Council. Austin Swallow seconded the motion.

**The motion passed with a 5-0, affirmative vote.
(Yes: Starr, Salyers, Ellsworth, Hawkins; Swallow)**

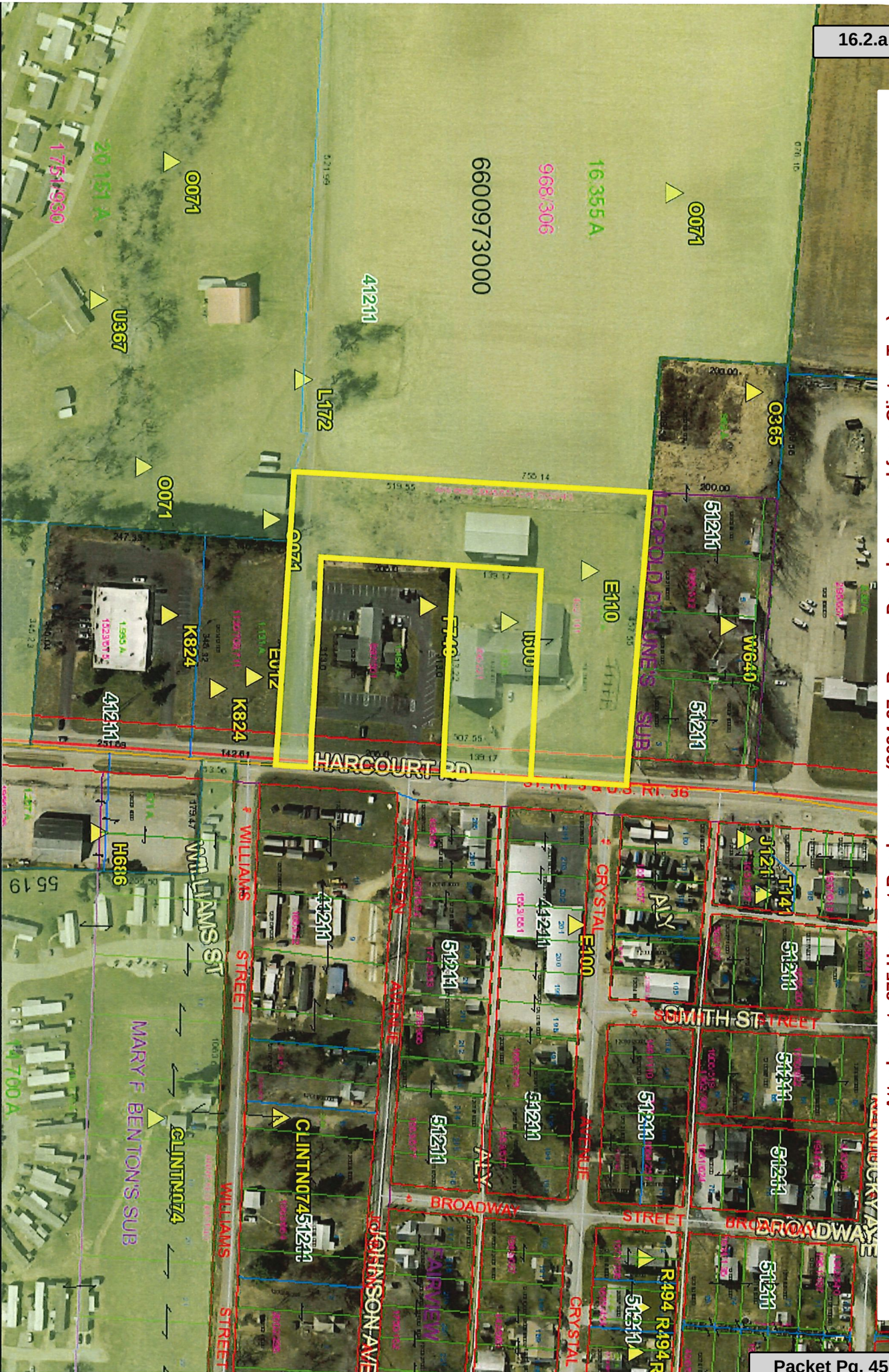
Per §1156.04 Council shall consider the recommendation of the Municipal Planning Commission for the proposed amendment and determine the final approval or denial.

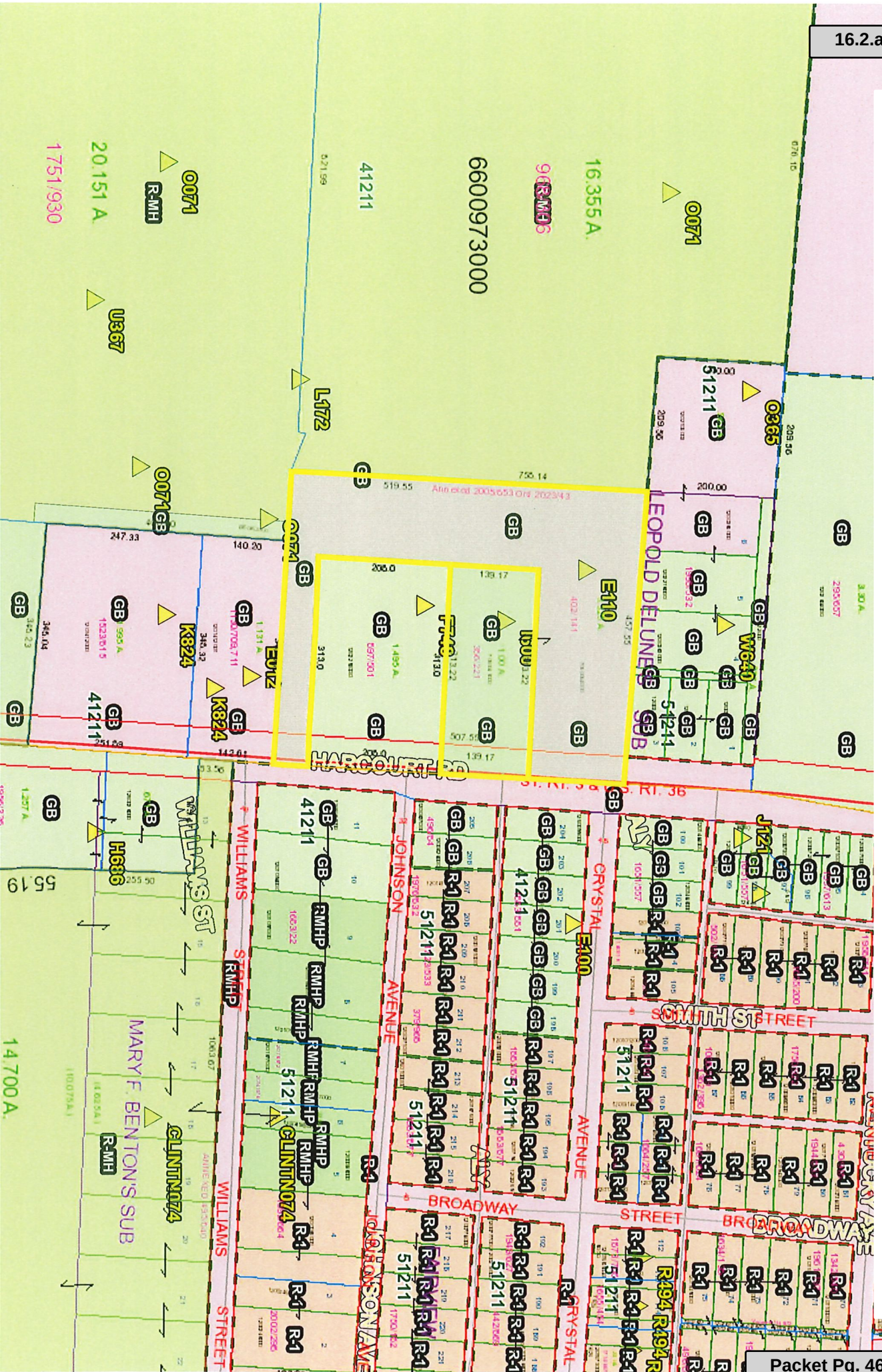
Warm Regards,

Lacie Blankenhorn

Lacie Blankenhorn
Development Services Manager

Attachment: 875 Harcourt Road rezone (2024-27 : Rezone Parcels Annexed from Clinton Twp)





AG	C-1	HOB	LI-1	MHPD-1	PND	R4	RPUD	VC
AG/R	CB	I-1	M	NB-1	PUD	R-MH	RR	
B-1	CC	I-2	M-1	NC	R	RC	RRA	



City Council
City of Mount Vernon
Mount Vernon, OH 43050

ADOPTED

ORDINANCE 2024-28

Meeting: 06/10/24 7:30 PM
Dept: Finance and Budget
Seavolt, Woods,
Category: Finance
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 4038

**AN ORDINANCE TO AMEND CERTAIN PROVISIONS OF CHAPTER 183 OF THE
CODIFIED ORDINANCES OF THE CITY OF MOUNT VERNON REGARDING MUNICIPAL
INCOME TAX; AND DECLARING AN EMERGENCY.**

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

SECTION 1: Section 183.03(B) of the Codified Ordinances be amended to read as follows:

An annual tax for the purposes specified in Section 183.012
<https://codelibrary.amlegal.com/codes/mtvernonoh/latest/mtvernon_oh/0-0-0-29027>(A),
hereof, shall be imposed on and after the first day of January, 2016~~8~~, at the rate of ~~one and one~~
~~half~~ **two** percent (~~1½~~ **2** %) per annum.

SECTION 2: Section 183.062(D) of the Codified Ordinances be amended to read as follows:

(D) For the purposes of division (A)(3) of this section, **and except as provided in division (G) of this section**, receipts from sales and rentals made and services performed shall be sitused to a municipal corporation as follows:

SECTION 3: Section 183.062(F)(1) of the Codified Ordinances be amended to read as follows:

(F) (1) Except as provided in divisions (F)(2) **and (G)** of this section, commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be sitused to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to a municipal corporation based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the municipal corporation to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

SECTION 4: Section 183.062(G) of the Codified Ordinances be amended to read as follows:

~~—(G)— If, in computing a taxpayer's adjusted federal taxable income, the taxpayer deducted any amount with respect to a stock option granted to an employee, and if the employee is not required to include in the employee's income any such amount or a portion thereof because it is exempted from taxation under divisions (11)(L) and (34)(A)(iv) of Section 183.03 of this~~

~~Chapter, by a municipal corporation to which the taxpayer has apportioned a portion of its net profit, the taxpayer shall add the amount that is exempt from taxation to the taxpayer's net profit that was apportioned to that municipal corporation. In no case shall a taxpayer be required to add to its net profit that was apportioned to that municipal corporation any amount other than the amount upon which the employee would be required to pay tax were the amount related to the stock option not exempted from taxation.~~

~~This division applies solely for the purpose of making an adjustment to the amount of a taxpayer's net profit that was apportioned to a municipal corporation under this section.~~

(G)(1) As used in this division:

(a) "Qualifying remote employee or owner" means an individual who is an employee of a taxpayer or who is a partner or member holding an ownership interest in a taxpayer that is treated as a partnership for federal income tax purposes, provided that the individual meets both of the following criteria:

(i) The taxpayer has assigned the individual to a qualifying reporting location.

(ii) The individual is permitted or required to perform services for the taxpayer at a qualifying remote work location.

(b) "Qualifying remote work location" means a permanent or temporary location at which an employee or owner chooses or is required to perform services for the taxpayer, other than a reporting location of the taxpayer or any other location owned or controlled by a customer or client of the taxpayer. "Qualifying remote work location" may include the residence of an employee or owner and may be located outside of a municipal corporation that imposes an income tax in accordance with this chapter. An employee or owner may have more than one qualifying remote work location during a taxable year.

(c) "Reporting location" means either of the following:

(i) A permanent or temporary place of doing business, such as an office, warehouse, storefront, construction site, or similar location, that is owned or controlled directly or indirectly by the taxpayer;

(ii) Any location in this state owned or controlled by a customer or client of the taxpayer, provided that the taxpayer is required to withhold taxes under Section 4 of this Chapter, on qualifying wages paid to an employee for the performance of personal services at that location.

(d) "Qualifying reporting location" means one of the following:

(i) The reporting location in this state at which an employee or owner performs services for the taxpayer on a regular or periodic basis during the taxable year;

(ii) If no reporting location exists in this state for an employee or owner under division (G)(1)(d)(i) of this section, the reporting location in this state at which the employee's or owner's supervisor regularly or periodically reports during the taxable year;

(iii) If no reporting location exists in this state for an employee or owner under division (G)(1)(d)(i) or (ii) of this section, the location that the taxpayer otherwise assigns as the employee's or owner's qualifying reporting location, provided the assignment is made in good faith and is recorded and maintained in the taxpayer's business records. A taxpayer may change the qualifying reporting location designated for an employee or owner under this division at any time.

(2) For tax years ending on or after December 31, 2023, a taxpayer may elect to apply the provisions of this division to the apportionment of its net profit from a business or

profession. For taxpayers that make this election, the provisions of division (F) of this section apply to such apportionment except as otherwise provided in this division.

A taxpayer shall make the election allowed under this division in writing on or with the taxpayer's net profit return or, if applicable, a timely filed amended net profit return or a timely filed appeal of an assessment. The election applies to the taxable year for which that return or appeal is filed and for all subsequent taxable years, until the taxpayer revokes the election.

The taxpayer shall make the initial election with the tax administrator of each municipal corporation with which, after applying the apportionment provisions authorized in this division, the taxpayer is required to file a net profit tax return for that taxable year. A taxpayer shall not be required to notify the tax administrator of a municipal corporation in which a qualifying remote employee's or owner's qualifying remote work location is located, unless the taxpayer is otherwise required to file a net profit return with that municipal corporation due to business operations that are unrelated to the employee's or owner's activity at the qualifying remote work location.

After the taxpayer makes the initial election, the election applies to every municipal corporation in which the taxpayer conducts business. The taxpayer shall not be required to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in such municipal corporation.

Nothing in this division prohibits a taxpayer from making a new election under this division after properly revoking a prior election.

(3) For the purpose of calculating the ratios described in division (F)(1) of this section, all of the following apply to a taxpayer that has made the election described in division (G)(2):

(a) For the purpose of division (F)(1)(a) of this section, the average original cost of any tangible personal property used by a qualifying remote employee or owner at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(b) For the purpose of division (F)(1)(b) of this section, any wages, salaries, and other compensation paid during the taxable period to a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(c) For the purpose of division (F)(1)(c) of this section, and notwithstanding division (F)(4) of this section, any gross receipts of the business or profession from services performed during the taxable period by a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(4) Nothing in this division prevents a taxpayer from requesting, or a tax administrator from requiring, that the taxpayer use, with respect to all or a portion of the income of the taxpayer, an alternative apportionment method as described in division (F)(2) of this

section. However, a tax administrator shall not require an alternative apportionment method in such a manner that it would require a taxpayer to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in that municipal corporation.

(5) Except as otherwise provided in this division, nothing in this division is intended to affect the withholding of taxes on qualifying wages pursuant to Section 4 of this Chapter.

SECTION 5: Section 183.094 of the Codified Ordinances be amended to read as follows:

(A) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the fifteenth day of the tenth month after the last day of the taxable year to which the return relates. **For tax years ending on or after January 1, 2023, the extended due date of City's income tax return for a taxpayer that is not an individual shall be the 15th day of the eleventh month after the last day of the taxable year to which the return relates.**

(B) Any taxpayer that qualifies for an automatic federal extension for a period other than six-months for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as that of the extended federal income tax return.

(C) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may request that the tax administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's municipal income tax return. If the request is received by the tax administrator on or before the date the municipal income tax return is due, the tax administrator shall grant the taxpayer's requested extension.

(D) An extension of time to file under this chapter is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(E) If the State Tax Commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of section 5747.08 of the Ohio Revised Code, a taxpayer shall automatically receive an extension for the filing of a municipal income tax return. The extended due date of the municipal income tax return shall be the same as the extended due date of the state income tax return.

(F) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by the City, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this division, including taxpayers not otherwise required to file annual returns.

(G) If a taxpayer receives an extension for the filing of a municipal income tax return under divisions (A), (B), or (C) of this section, the Tax Administrator shall not make any inquiry or send any notice to the taxpayer with regard to the return on or before the date the taxpayer files the return or on or before the extended due date to file the return, whichever occurs first. If a Tax Administrator violates division (G) of this section, the municipal corporation shall reimburse the taxpayer for any reasonable costs incurred to respond to such inquiry or notice, up to \$150. Division (G) of this section does not apply to an extension received under division (A) of this section if the Tax Administrator has actual knowledge that the taxpayer failed to file for a federal extension as required to receive the

extension under division (A) of this section or failed to file for an extension under division (C) of this section.

SECTION 6: Section 183.10(C) of the Codified Ordinances be amended to read as follows:

(4) (a) For tax years ending on or before December 31, 2022, with respect to returns other than estimated income tax returns, the Municipality shall impose a monthly penalty of twenty-five dollars **(\$25)** for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed a total of one hundred fifty dollars **(\$150)** in assessed penalty for each failure to timely file a return.

(b) For tax years ending on or after January 1, 2023, with respect to returns other than estimated income tax returns, the City may impose a penalty not exceeding twenty-five dollars (\$25) for each failure to timely file each return, regardless of the liability shown thereon, except that the City shall abate or refund the penalty assessed on a taxpayer's first failure to timely file a return after the taxpayer files that return.

SECTION 7: Section 183.22 of the Codified Ordinances be added and to read as follows:

183.22 ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95

The City of Mount Vernon hereby adopts and incorporates herein by reference Sections 718.80 to 718.95 of the ORC for tax years beginning on or after January 1, 2018.

“Taxpayer” has the same meaning as in section 718.01 of the ORC, except that “taxpayer” does not include natural persons or entities subject to the tax imposed under Chapter 5745 of the ORC. “Taxpayer” may include receivers, assignees, or trustees in bankruptcy when such persons are required to assume the role of a taxpayer.

SECTION 8: 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 bring the City's tax code into compliance with recent changes made to the Revised Code, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

05/28/24

City Council

FIRST READING

Ordinance No. 2024-28 was given a first reading. Seavolt requested a 15-minute meeting of the Finance and Budget Committee on the legislation for June 10, 2024.

COMMENTS - Current Meeting:

Seavolt made a motion to suspend the rule requiring three separate readings of Ordinance No. 2024-28, with a second by Woods. Motion to suspend passed by a roll-call vote of 6-0. Seavolt made a motion to adopt Ordinance No. 2024-28, with a second by Woods. Law Director Rob Broeren explained that the legislation's purpose is twofold -- to incorporate changes required by the Ohio Revised Code, and to update the income tax rate of the City to 2 percent, which the City has been collecting since 2017. Motion to adopt passed by a roll-call vote of 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Janis Seavolt, At Large
SECONDER:	Tammy Woods, Third Ward
AYES:	Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED:	James Mahan



City Council
City of Mount Vernon
Mount Vernon, OH 43050

Meeting: 06/10/24 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
Category: Unions
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 4045

ADOPTED

ORDINANCE 2024-29

AN ORDINANCE WITH REFERENCE TO THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES AND FIXING THE WAGES AND BENEFITS OF BARGAINING UNIT EMPLOYEES OF THE CITY OF MOUNT VERNON POLICE DEPARTMENT WHO ARE MEMBERS OF THE CERTIFIED UNIT KNOWN AS POLICE SERGEANTS AND LIEUTENANTS, POLICE OFFICERS AND POLICE RECORDS CLERK TO BE EFFECTIVE THE FIRST DAY OF JULY, 2024; AND DECLARING AN EMERGENCY.

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

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

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

SECTION 1: That this Ordinance incorporates agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, which becomes effective July 1, 2024 (attached as Exhibit A), for the listed units.

SECTION 2: That the wage provision of the agreement between the Mount Vernon Police Union, Fraternal Order of Police, Ohio Labor Council, Inc., and the City of Mount Vernon, Ohio, for the listed units, be effective from June 9, 2024.

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 further to insure labor peace between the City and its police employees, the said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

COMMENTS - Current Meeting:

Woods made a motion to suspend the rule requiring three separate readings of Ordinance No. 2024-29, with a second by Keener. Motion to suspend passed by a roll-call vote of 6-0. Woods made a motion to adopt Ordinance No. 2024-29, with a second by Keener. Hawkins commented on the legislation. Motion to adopt passed by a roll-call vote of 6-0.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Tammy Woods, Third Ward
SECONDER: Amber Keener, At Large
AYES: Seavolt, Woods, Keener, Severns, Miller, Ruckman
EXCUSED: James Mahan

AGREEMENT BETWEEN



Mount Vernon

THE CITY OF MOUNT VERNON

AND



THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

CASE NUMBERS:	2024-MED-03-0284	Patrol Officers
	2024-MED-03-0282	Sergeants/Lieutenants
	2024-MED-03-2083	IT/Records Administrator

JULY 1, 2024 through JUNE 30, 2027

Attachment: Ex A - FOP Final Contract 2024 (2024-29 : FOP Contract 2024 - 2027)

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ARTICLE 1 STATEMENT OF PURPOSE

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

ARTICLE 2 UNION RECOGNITION

Section 2.1 Included

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

- (A.) Police Sergeants and Lieutenants Unit
As certified by S.E.R.B. in case # 2020-REP-12-0126.
- (B.) Police Officers Unit
As certified by S.E.R.B. in case #93-REP-09-0175 on February 8, 1994 and as modified by S.E.R.B. in case number 2020-REP-11-0116 on December 19, 2020.
- (C.) Information Technician/Police Records Administrator
As certified by S.E.R.B in case # 2022-REP-03-0037 on April 28, 2022.

Section 2.2 Excluded

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

Management, confidential, temporary, part-time (less than 30 hours per week), substitute, and seasonal employees shall not be included in the bargaining units.

Section 2.3 Disputes as to Inclusion/Exclusion

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

Section 2.4 Establishing of Duties and Responsibilities

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

Section 2.5 Application to All Classifications

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

ARTICLE 3 DUES DEDUCTION

Section 3.1 Deduction According to Law

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

Section 3.2 Membership Available

The City and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the bargaining units.

Section 3.3 Agreement to Deduct

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

Section 3.4 Notifications to the Union

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

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

Section 3.5 Indemnification

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

Section 3.6 Relief from Obligation to Deduct

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

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

accordance with its terms or the terms of this Agreement.

Section 3.7 Sufficient Wages Needed

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

Section 3.8 Claims Against the City

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

Section 3.9 Notification of Dues Amounts

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

Section 3.10 Withdrawal of Membership

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

ARTICLE 4 UNION BUSINESS

Section 4.1 Staff Representative

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

Section 4.2 Labor Council Associates

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

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

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

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

Section 4.3 Rules Governing Activity of the Associates

Rules governing the activity of Union Associates are as follows:

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

Section 4.4 Union Meetings

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

Section 4.5 Bulletin Boards

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

Section 4.6 Ballot Boxes

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

Section 4.7 Use of City Equipment

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

Section 4.8 Union Release Time

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

ARTICLE 5 LABOR MANAGEMENT MEETINGS

Section 5.1 Meetings to be Held

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

Section 5.2 Agenda to be Furnished

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

Section 5.3 Purpose of the Meeting

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

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

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

Section 5.4 Attendance at and Payment for the Meetings

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

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

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1 Rights Reserved to the Employer

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

Section 6.2 Sole and Exclusive Rights

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

- (A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (B) Direct, supervise, evaluate, or hire employees;
- (C) Maintain and improve the efficiency and effectiveness of governmental operations;
- (D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

- (F) Determine the adequacy of the work force;
- (G) Determine the overall mission of the employer as a unit of government;
- (H) Effectively manage the work force;
- (I) Take actions to carry out the mission of the public employer as a governmental unit.
- (J) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodations would violate an express term of this Agreement.

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

ARTICLE 7 NON-DISCRIMINATION

Section 7.1 Joint Agreement of Non-Discrimination

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

Section 7.2 Gender

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

Section 7.3 Union Membership

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

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

Section 7.4 Union Responsibility

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

ARTICLE 8 WORK RULES AND POLICIES

Section 8.1 Right to Promulgate Rules

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

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

Section 8.2 Copies of Rules to be Provided to Members

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

Section 8.3 Uniform Application of Work Rules

It is the City's intention that work rules and policies 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 policies are enforced may challenge the reasonableness or uniformity of their application or interpretation through the grievance procedure.

ARTICLE 9

CORRECTIVE ACTION AND INTERNAL REVIEW

Section 9.1 Giving Discipline

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

Disciplinary action on measures shall include only the following:

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

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

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

Section 9.2 Internal Investigations

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

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

Section 9.3 Pre-disciplinary Hearing and Notice of Charges

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

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

Section 9.4 Progressive Discipline

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

Section 9.5 Retention of Discipline Records

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

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

Section 9.6 Appeal of Disciplinary Action

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

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

Section 9.7 Forfeiture of Leave Time

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

Section 9.8. Internal Review

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

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

- B. When an employee is the subject of a disciplinary investigation that the Employer believes could lead to discipline of that employee, the employee shall be notified of such and be given a reasonable opportunity to consult with a union representative before being required to answer questions and/or to be accompanied by a union representative during questioning. The employee will be given a reasonable opportunity not to exceed ten (10) calendar days to make arrangements to have a Union representative present. A request for a union representative will not be justification to unreasonably delay questioning.
- C. If during an interview of an employee who at the time the interview began was not considered a subject of investigation nor considered for possible discipline, the investigator has reason to believe the employee has become the focus of the investigation or another investigation, the investigator shall notify the employee of that fact and the employee's rights under this agreement or any other applicable rights.
- D. If during an internal investigation interview of an employee who is the subject of the investigation or an employee who is a witness in an internal investigation, the Employer becomes aware of information that could lead to criminal charges being filed against that employee the internal interview shall cease and the employee shall be advised of his constitutional rights as they pertain to criminal case(s).
- E. When an anonymous complaint is made against an employee, the Chief or designee may investigate, including interviewing the employee about whom the complaint is made. If there is no evidence to support the complaint, it shall be classified as unfounded and no action will be taken. If, during the course of the investigation, the identity of the complainant becomes known, that information will be provided to the employee who is being investigated, provided that doing so will not compromise the continuation or completion of the investigation. In any case where the identity of a complainant is known, it will be provided to the employee who is being investigated before any final decision is made or action taken on the complaint.
- F. An employee who had been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. No unsubstantiated complaint will be placed in an employee's personnel file.
- G. The Employer shall attempt to complete investigations that do not involve the possibility of criminal charges within ninety (90) days of commencing the investigation. If the investigation is not completed within ninety (90) days, the Employer shall notify the employee of the status of the investigation as well as inform him of the estimated additional time needed to complete the investigation unless the investigation would or might be compromised by disclosure to the employee.

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

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Purpose, Intent and Definition

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

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

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

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

Section 10.2 Grievance Procedure Rules

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

A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same

manner, one member selected by each group shall process the grievance. All additional members shall indicate in writing their desire to be part of a group grievance.

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

When a grievant, supervisor, department head, or Safety-Service Director is required to perform an act pursuant to the steps in the grievance procedure and performing that act would fall on his scheduled day off, paid leave or approved leave without pay, he shall have through his next working day to perform the act. When the grievance procedure requires the Employer to hold a meeting within a certain time frame or permits the Employer to schedule a meeting and such meeting is scheduled within a certain time frame all parties will make a good faith effort to adhere to those timeframes. By mutual agreement of the parties those timeframes may be extended due to absence from work on the actual date.

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

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

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

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

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

Section 10.3 Grievance Procedure

Grievances shall be resolved according to the procedures outlined below:

Informal Step: Sergeant Verbal

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

Step 1: Lieutenant Written

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

Step 2: Police Chief or Designee

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

Step 3: Safety Service Director or Designee

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

Step 4: Arbitration

If the grievance is not resolved at Step 3, it may be submitted to Arbitration. The FOP/OLC, based upon the facts presented, shall decide whether to arbitrate a grievance. Within twenty-one

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

- A. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request another list of seven (7) arbitrators from FMCS. Nothing shall prevent the parties from mutually agreeing on an arbitrator in lieu of requesting a list of arbitrators from a mediation service. FMCS will be notified of the arbitrator selection and a hearing will be held as soon as possible after the arbitrator confirms appointment.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the arbitration costs will be paid by the losing party.

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

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

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the

losing party. The expenses of any witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

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

Section 10.4 Representation in a Grievance

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

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

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

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

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

ARTICLE 11 PERSONNEL FILES

Section 11.1 Intent

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

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

Section 11.2 Release of Personnel Records to Public

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

Section 11.3 Review of Personnel Files

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

Section 11.4 Inaccurate Information in Personnel File

If a bargaining unit member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents the member may write a memorandum to the Safety-Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon

investigation, the Safety-Service Director sustains such allegation, he shall do one of the following:

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

Section 11.5 Addition of Material to Personnel File

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

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

ARTICLE 12 PROBATION PERIODS

Section 12.1 New Hire Probation

Every newly hired full-time employee will be required to successfully complete an initial probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. Probationary employees may be removed from employment without cause during their initial probationary period. The probationary period removal from employment is not grievable under the grievance and arbitration procedure nor appealable under civil service, and no other grievances may be file during the first 12 months of employment.

Section 12.2 Promotional Probation

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

Section 12.3 Reclassification

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

ARTICLE 13 SENIORITY

Section 13.1 Seniority Defined

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

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

Section 13.2 Seniority Upon Promotion

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

A. Sergeant to Lieutenant

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

B. Patrol Officer to Sergeant

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

Section 13.3 Seniority Upon Demotion

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

A. Lieutenant to Sergeant

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

B. Sergeant to Patrol Officer

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

Section 13.4 Effect of a Layoff

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

Section 13.5 Seniority List

Once per year in the month of February the Employer shall post on all bulletin boards or electronically a seniority list showing each type of seniority (as defined in section 1 above) of

every employee covered by this Agreement. Any objection to the seniority list must be filed with the Chief within fourteen (14) calendar days of the posting.

Section 13.6 Break in Service

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

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

ARTICLE 14 LAYOFF AND RECALL

Section 14.1 Reduction of Work Force

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

Section 14.2 Order and Notice of Layoffs

The Employer shall determine the classification(s) in which any layoff shall be made. Employee(s) within the affected classifications shall be laid off according to their full-time Departmental seniority with the least senior being laid off first. Employees scheduled for lay-off shall be given a minimum of no less than twenty-one (21) days advance notice of layoff. Prior to laying off any full time bargaining unit members covered by this contract, the Employer shall layoff all temporary, seasonal, part-time and probationary employees within the Department.

Section 14.3 Displacement (Bumping)

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

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

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

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

Section 14.4 Recall

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

Section 14.5 Probation After Recall

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

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

ARTICLE 15

JURY AND WITNESS DUTY

Section 15.1 Time Off to Be Granted

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

Section 15.2 Payment

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

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

Section 15.3 Return to Duty

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

ARTICLE 16

HEALTH AND SAFETY

Section 16.1 Joint Agreement on Safety

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

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

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

Section 16.2 Unsafe Conditions

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

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

Section 16.3 Wearing of Safety Equipment

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

Section 16.4 First Aid and CPR

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

Section 16.5 Shift Manning

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

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

Section 17.1 Waiver Due to Emergency

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

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

Section 17.2 Termination of Emergency

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

ARTICLE 18 HOURS OF WORK

Section 18.1 Hours of Work Per Week and Per Day

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

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

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

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

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

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

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

Section 18.2 Change in Work Schedule

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

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

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

Section 18.3 Minimum Guaranty and Pyramiding

Any bargaining unit employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours, which hours will not about his regularly scheduled shift hours on that day, will receive a minimum of three (3) hours pay at the applicable hourly

rate and shall receive an additional one (1) hour if they work more than two (2) hours. Maximum minimum equals four (4) hours. Three (3) hours minimum shall be granted for court time. There shall be no pyramiding of overtime for the same hours worked.

Section 18.4 Unscheduled Call-offs

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

Section 18.5 Cancellation of Scheduled Time Off

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

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

Section 18.6 Shift Assignment Selection

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

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

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

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

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

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

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

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

ARTICLE 19

OVERTIME AND ROTATION OF OVERTIME OPPORTUNITIES

Section 19.1 Overtime Defined

Overtime is defined as all hours in excess of the number of regularly assigned hours in a shift per day or more than forty (40) hours in a seven (7) day work week for those employees assigned to eight hour or ten hour shifts or more than eighty (80) hours in a fourteen (14) day work period for those employees assigned to twelve-hour shifts. Overtime is not guaranteed.

Section 19.2 Overtime Opportunities to be Rotated

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

Section 19.3 Overtime Equalization Rules

The following rules shall apply to overtime opportunity equalization:

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

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

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

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

- (g) Where there are errors in the distribution of overtime opportunities, the City will be given the reasonable opportunity to correct the error and will grant the next overtime opportunity in the respective overtime group to the employee who was missed.
- (h) The Chief or designee may order mandatory overtime if he cannot meet his overtime needs with qualified volunteers. Mandatory overtime can also be ordered, without regard to the rotation list, if the Chief believes a matter needs immediate attention and the best response to the matter would be achieved by assigning personnel on the current shift or those who are available immediately. This is not intended to circumvent the overtime roster. Employees mandated to work overtime pursuant to this subsection shall receive credit on the order-in roster.
- (i) When an unscheduled call-off with less than a twenty-four (24) hour advance notice causes an officer to be mandated to work, the officer who called off and therefore created the need for the mandate will lose one order-in if one has already been earned or will be moved to the top of the order-in roster if one has not been earned.

ARTICLE 20 COMPENSATORY TIME

Section 20.1 Compensatory Time

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

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

ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY

Section 21.1 Filling a Vacant Original Appointment

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

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

Section 21.2 Working in a Higher Rank

When a Sergeant in the police department patrol division is absent, a senior patrol officer shall act on his behalf at the Sergeant's rate of pay.

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

However, in the absence of a Sergeant for ten (10) or more consecutive work days, a senior patrol officer shall be assigned by the Chief or designee, with Sergeant pay retroactive to the first day of absence of the Sergeant from shift and until the Sergeant returns.

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

ARTICLE 22 HOLIDAYS

Section 22.1 Recognized Holidays

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

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

Section 22.2 Compensation for Holidays

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

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

Rate of pay for this article will be calculated to include Shift differential, OIC pay, FTO pay, and longevity.

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

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

ARTICLE 23 VACATION

Section 23.1 Vacation Leave

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

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

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

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

Section 23.2 Payment of Unused Vacation Time

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

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

Section 23.3 Carry-over and Cash-out of Vacation

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

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

ARTICLE 24 PERSONAL LEAVE

Section 24.1 Personal Leave Granted

All Police Department bargaining unit members shall be entitled to twenty-four (24) hours off for any personal business in contract year 2024, plus an additional eight (8) hours off if no sick time has been taken during the previous calendar year.

Beginning 1/1/2025 members will be entitled to thirty-six (36) hours off for any personal business in any contract year, plus an additional eight (8) hours off if no sick time has been taken during the previous calendar year.

Section 24.2 Use of Personal Leave

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

Personal leave time should be used in the calendar year earned following the calendar year in which it was earned. If a personal day is denied, and as a result of that denial the personal day(s)

could not be used in the calendar year following the calendar year in which it was earned, the personal day(s) shall be converted into sick leave on December 31 of the calendar year following the year it was earned.

ARTICLE 25

LEAVE REQUEST PROTOCOL

Section 25.1 Purpose.

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

Article 20 Compensatory Time

Article 23 Vacation Leave

Article 24 Personal Leave

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

Article 22 Holidays

Article 26 Sick Leave

Article 27 Bereavement Leave

Article 28 Injury Leave

Article 38 FMLA (Family Medical Leave Act) Leave

Article 41 Military Leave

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

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

Section 25.2 Impact of Absences

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

When there are long term absences of greater than eighty (80) hours, leaves may be granted on a case-by-case basis and may cause mandatory overtime exceeding the provisions of the Article.

Long term absences will include sick leave, injury leave, worker's compensation recovery, FMLA (Family Medical Leave Act) Leave, military leave, etc.

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

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

Section 25.3 Order of Leave Requests and Approvals.

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

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

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

Section 25.4 Annual Vacation Leave Requests December 31 or Earlier

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

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

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

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

Section 25.5 Vacation Block Requests After January 1

Beginning January 1 each year vacation leave block requests of five (5) or more consecutive scheduled work days for those who work an 8 hour schedule, 4 or more consecutive scheduled

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

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

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

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

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

Section 25.7 Submission of Leave Requests, Full Day or Less

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 26 SICK LEAVE

Section 26.1 Earning Sick Leave

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

Section 26.2 Use of Sick Leave

Employees will be entitled to sick leave for:

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

Section 26.3 Immediate Family Defined

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

Section 26.4 Sick Leave Statement

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

Section 26.5 Payment at the Time of Separation

A. Retirement

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

Such payment shall be based on the bargaining unit member's rate of pay including longevity at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this division shall be three-fourths ($\frac{3}{4}$) of one thousand six hundred (1600) hours.

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

B. Other Separation

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

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

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

Any employee who is terminated for cause, may not cash in any accumulated sick leave credit.

C. Payment Due to Employee's Death

In the event an employee dies while in active service with the City, the employee's estate or spouse will be paid one hundred percent (100%) of the accumulated, unused sick leave.

Section 26.6 Sick Leave Abuse

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

A. Pattern of Sick Leave Use

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

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

B. Abuse of Sick Leave

Abuse of sick leave can be such things as:

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

C. Exemptions

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

1. Use of sick leave to supplement bereavement/funeral leave as permitted in Section 27.3 C herein
 2. Use of Family Medical Leave as permitted in Article 38 herein
 3. Use of sick leave where the employee provides written documentation from a medical provider indicating that the use of sick leave was for the employee or a member of the employee's immediate family as the immediate family is defined in Section 26.3 herein
- D. Nothing in this section shall prevent the Employer from requiring a second medical opinion and/or a fitness for duty exam, where deemed appropriate. When either a second medical opinion and/or a fitness for duty exam are required by the Employer, it shall be at the Employer's expense.

ARTICLE 27

BEREAVEMENT LEAVE

Section 27.1 Bereavement Leave to be Granted

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

Section 27.2 Immediate Family Defined

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

Section 27.3 Use of Funeral Leave

The employee may take bereavement leave as follows:

- A. Bereavement leave for a spouse, child or step children will be limited to forty (40) working hours.
- B. Bereavement leave shall be limited to twenty-four (24) working hours for all other members of the immediate family.

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

Section 27.4 Proof of Death

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

ARTICLE 28 INJURY LEAVE

Section 28.1 Granting Injury Leave

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

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

FMLA shall be run concurrently with Injury Leave.

Section 28.2 Qualifying for Injury Leave or Extension

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

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

Section 28.3 Physical Examination

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

Section 28.4 Compensation During Injury Leave

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

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

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

Employees who have recurring periods of absence for an injury are entitled to up to the full balance of five hundred twenty (520) working hours plus any extensions of injury leave, presuming all requirements of this Article are met for each period of absence. Employees are not entitled to more than five hundred twenty (520) working hours plus any extensions thereof of injury leave for any qualifying injury. Injury Leave Pay will be an amount equal to the difference between Worker's Compensation and an employee's gross pay for a period of not more than the five hundred twenty (520) working hours plus any extensions thereof from the date of the injury.

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

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

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

Section 28.5 Light Duty and/or Transitional Work Assignments

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

The City may also seek a second medical certification when restricted or light duty is requested. The City retains the sole discretion in all aspects of this provision governing restricted (light) duty. Grievances may not be filed against any aspect of this restricted or light duty provision,

including but not limited in any way to the City's exercise of discretion or the award or denial of such restricted (light) duty assignment.

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

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

Section 28.6 Disability Separation

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

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

ARTICLE 29 RESERVED

ARTICLE 30 TRAINING PROGRAMS

Section 30.1 In-Service Training

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

Section 30.2 Out-Service Training

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

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

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

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

ARTICLE 31 HEALTHCARE BENEFITS

Section 31.1 Healthcare Benefits

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

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

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 no less than sixty (60) days prior to implementation of proposed changes or revisions to the insurance coverage. The City shall meet with the Union and its representatives to discuss the proposed changes and revisions and to receive any recommendations or alternatives the Union may request.

If the premium increase for the subsequent year is more than ten percent (10%), the Union may request negotiations over the changes proposed by the City, any said negotiations will be in accordance with Article 46 of this agreement.

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

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

Section 31.2 Health Reimbursement Account (HRA)

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

family coverage must pay the first two hundred dollars (\$200.00) of the family-plan deductible, after which the City pays the remainder under the HRA.

Section 31.3 Premium Contributions

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

Section 31.4 Wellness Program

Employees who select the group medical healthcare plan through the City shall be permitted to participate in the wellness program provided by the City and set forth in this Section 31.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program provided by the current carrier may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in Section 31.4 are inconsistent with the amended law, then the inconsistent provisions in Section 31.4 will change to comply with the amended law.

(A) General Description of the Wellness Program.

The wellness program will consist of an annual health screening provided by the City's current healthcare provider. The health assessment will provide each participant with information such as blood pressure results, LDL cholesterol levels and hemoglobin A1c. The assessment will also allow for participation in a tobacco cessation program.

A completed annual health assessment by the employee's primary care physician may be used in lieu of the on-site assessors as long as the current program's benchmark factors are obtained (example: blood pressure, LDL cholesterol levels, hemoglobin A1C and tobacco).

Other details on the wellness program may be obtained from the City upon request to the Human Resources Department.

(B) Wellness Program Participation Incentive

Employees who actively participate (compliant) in the annual wellness program will receive a premium reduction of not less than \$50 per month regardless of which benefit tier is selected.

Employees who decide not to participate (non-compliant), will not receive the monthly premium reduction incentive rate.

Section 31.5 Plan Documents

The City will provide each employee covered by the City's healthcare plan with a complete informational benefit guide along with additional material that includes in-network and out-of-network coverage information for all selected plans. (medical, prescription, dental and vision)
Section 31.6 Life Insurance and Additional Supplemental Options

- A. All benefits eligible employees will be provided with an employer paid \$50,000 term life insurance policy that will remain in effect throughout the duration of the employee's employment with the City. The City agrees that employees may purchase additional coverage through supplemental options that are provided in the Human Resources Office.
- B. Supplemental Options – Additional supplemental insurance such as short-term disability, long-term disability, etc. may be offered throughout the duration of the contract. These supplemental options may be selected by the employee at their own expense. Optional payroll deductions may be offered.

Section 31.7 Liability Insurance

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

Section 31.8 False Arrest Insurance

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

ARTICLE 32 UNIFORMS AND PERSONAL PROPERTY

Section 32.1 Standard Uniform

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

Section 32.2 Uniforms to be Provided

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

A. Uniformed Personnel

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

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

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

B. Non-Uniformed Personnel

Each non-uniformed Police Officer shall be entitled to a clothing allowance not to exceed Eight Hundred Dollars (\$800.00) per calendar year.

Section 32.3 Maintenance Allowance/Repair and Replacement

All uniformed officers, and the IT-Police Records Administrator shall receive a maintenance allowance of two hundred fifty dollars (\$250.00) in January of each year. The City will replace or repair any uniform damaged provided the damage is not the result of the member's negligence. Dry cleaning of a police uniform which is necessary because of a specific work-related incident will be at the City's expense.

Section 32.4 Replacement of Uniforms or Equipment

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

Section 32.5 Replacement of Personal Property

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

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

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

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

ARTICLE 33 WAGES AND SHIFT DIFFERENTIAL

Section 33.1 Wage Rates

The base hourly wages and wage adjustments of bargaining unit members during the term of this Agreement are reflected in the wage scale below.

	2024	6/9/2024 Adjustment	1/1/2025 5%	1/1/2026 5%	1/1/2027 5%
Patrol Officers					
Training period	26.51	30.84	32.38	34.00	35.70
6 months	27.62	31.95	33.55	35.23	36.99
1 years	28.69	33.02	34.67	36.40	38.22
2 Years	29.79	34.60	36.33	38.15	40.06
3 Years	30.89	35.70	37.49	39.36	41.33
4 Years	31.84	36.65	38.48	40.40	42.42
Sergeants	33.89	39.18	41.14	43.20	45.36
Lieutenants	36.03	41.80	43.89	46.08	48.39
IT-Police Records					
Admin.					
Initial Hire	23.59	27.45	28.82	30.26	31.78
3 Years	25.58	29.91	31.41	32.98	34.63
4 Years	26.51	30.84	32.38	34.00	35.70

Section 33.2 Shift Differential

An employee who is assigned to work between 6:00 p.m. and 6:00 a.m. will be paid a shift differential of fifty cents (50¢) per hour for each hour actually worked between those hours, without regard to the total number of hours worked.

When an employee works overtime hours extending before 6:00 p.m., shift differential pay will not be triggered. However, when an employee works all or a part of another officer's shift, an overtime shift differential will be paid. For purposes of computing overtime compensation, any shift differential to which an employee is entitled will be considered part of the straight-time rate of pay. Employees will receive differential pay only for hours actually worked and not for hours in paid status but not actually worked.

ARTICLE 34 LONGEVITY

Section 34.1 Longevity Supplement

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

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

ARTICLE 35 MANDATORY RETIREMENT

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

ARTICLE 36 PENSION CONTRIBUTIONS

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

ARTICLE 37 SUBCONTRACTING

Section 37.1 Ability to Subcontract

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

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

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

Section 37.2 Limited Amount of Time/Emergency

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

ARTICLE 38 RESERVED

ARTICLE 39 LATERAL TRANSFERS

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

Section 39.1 Initial Appointment

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

- A. At the time of application possess and provide for inspection, a current Ohio Peace Officer Training Association (OPOTA) certificate.
- B. Have prior law enforcement experience of no less than two (2) years of full-time (i.e. working not less than thirty-five hours per week) or no less than five (5) years of part-time (i.e. working not less than an average of sixty hours per month in paid status) or the equivalent combination as determined by the Safety-Service Director.
- C. Successfully pass a background investigation that includes, but is not limited to:
 - 1. Pre-employment Physical (in accordance with OP&F)
 - 2. Psychological evaluation
 - 3. Polygraph/CVSA
 - 4. Drug Screen
 - 5. Criminal background check
- D. Successfully pass or complete any other criteria established by the Safety-Service Director in consultation with the Director of Human Resources and the Chief of Police.
- E. A laterally transferred officer shall be required to provide written documentation of prior service as a law enforcement/certified peace officer from any and all employers.

Section 39.2 Probationary Period

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

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

Section 39.3 Seniority

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

Section 39.4 Layoff and Recall

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

Section 39.5 Shift Assignment

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

Section 39.6 Vacation

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

Section 39.7 Personal Leave

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

Section 39.8 Placement in the Wage Scale

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

Section 39.9 Longevity

Longevity, as it is specified in Article 34 shall apply to laterally transferred officers but shall be based only on completed years of service with the Mount Vernon Police Department. Prior service at any other law enforcement agency shall not be considered when computing longevity per Article 34.

**ARTICLE 40
LEAVES OF ABSENCE**

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

**ARTICLE 41
RESERVED****ARTICLE 42
EVALUATIONS**

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

**ARTICLE 43
STAND-BY PAY**

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

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

ARTICLE 44 FIELD TRAINING

Section 44.1 Selection of Field Training Officer

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

Section 44.2 Compensation for Field Training Officer

For each hour a member is assigned and works as a Field Training Officer, the member shall receive a one dollar fifty cents (\$1.50) per hour supplement to his or her regular wages.

ARTICLE 45 TUITION REIMBURSEMENT

Each member shall be eligible for tuition reimbursement for, course fees and lab fees for courses of instruction completed towards an undergraduate degree or a graduate degree from 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 the following limits.

Undergraduate Degree: Up to \$3,500 for completed coursework, per calendar year, up to a maximum of four (4) years.

Graduate Degree: Up to \$4,500 for completed coursework, per calendar year, up to a maximum of two (2) years.

There is a lifetime limitation of a total cap of \$23,000 per employee.

In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of "C" or better under an A – F system.

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

precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.

- B. Any financial assistance from any governmental or private agency received by a member and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City. A member will make good faith efforts to obtain available financial aid from other governmental or private agencies.
- C. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.
- D. Should a member resign from the Division of Police within three (3) years of taking any course reimbursed under this section, the member shall reimburse the City all monies expended by the City related to such course on a pro-rated scale, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

ARTICLE 46

MID-TERM BARGAINING

Section 46.1 City's Action

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

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

such changes are specifically addressed in a provision of this Contract. If the Union fails to demand bargaining within ten (10) days the City may implement the changes(s) and the Union may not challenge the change(s) in any forum.

Section 46.2 Union Request

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

Section 46.3 Mediation

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

Section 46.4 No Agreement Reached

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

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

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

Section 46.5 Arbitration

A. Arbitrator

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

B. Arbitration Guidelines

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

- a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
- b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
- c. Within thirty (30) days after the hearing, the arbitrator shall resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:
 - (i) Past Agreements between the parties;
 - (ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue, with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;
 - (iii) The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - (iv) The lawful authority of the City;
 - (v) The stipulations of the parties;

- (vi) Such other factors as may be relevant to the arbitrator's decision.
- d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the City shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.
- C. Arbitration Costs

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

ARTICLE 47 PROMOTIONS

Section 47.1 Eligibility

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

Section 47.2 Disqualification from Testing

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

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

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

ARTICLE 48

NO STRIKE/NO LOCKOUT

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

Therefore the parties agree as follows:

Section 48.1 Union Agreement

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

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

Section 48.2 City Agreement

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

Section 48.3 Joint Agreement

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

ARTICLE 49 RESIDENCY

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

ARTICLE 50 DURATION OF AGREEMENT

Section 50.1 Duration and Modification

Unless otherwise specified herein, this Agreement shall be effective as of 12:01 a.m. on July 1, 2024 and shall continue in full force and effect through midnight, June 30, 2027.

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

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

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

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

Section 50.2 Invalidity

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

EXECUTION

In Witness Whereof, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives on the _____ day of June, 2024.

For the City of Mount Vernon:

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

Matthew T. Starr
Mayor

Andrea H. Johan, Senior Staff
Representative

Tanner S. Salyers
Safety-Service Director

James Coffey, Union Bargaining
Committee Member (Patrol Officers)

Denise E. Neff
Director of Human Resources

Tyler Berger, Union Bargaining
Committee Member (Patrol Officers)

Robert K. Morgan,
Chief of Police

Justin Trowbridge Union Bargaining
Committee Member (Patrol Officers)

Jonathan J. Downes, Esq.
Labor Counsel

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

Justin Willis, Union Bargaining
Committee Member (Sergeants & Lieutenants)

Approved as to Form:

P. Robert Broeren, Jr.
Law Director

Adopted by City Council Ordinance Nos. _____

Attachment: Ex A - FOP Final Contract 2024 (2024-29 : FOP Contract 2024 - 2027)



City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2024-30

Meeting: 06/10/24 7:30 PM
Dept: Employee and Community Rel.
Woods, Keener
Category: Personnel
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 4048

AN ORDINANCE FIXING THE NUMBER OF HOURLY EMPLOYEES OF THE CITY OF MOUNT VERNON IN THE PUBLIC WORKS DEPARTMENT; 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:

DEPARTMENT OF PUBLIC WORKS

3 5 Public Works Crew Leaders
4 2 Public Works Traffic Signal Technicians
Not more than 46 13 Public Works Technicians
2 Customer Support Specialists II
Seasonal Personnel

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

SECTION 2: Any provision in legislation previously adopted which is in conflict with this Ordinance is repealed.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and to allow proper utilization of staff within the Public Works Department 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. 2024-30 was given a first reading. Woods requested a five-minute meeting of the Employee and Community Relations Committee on the legislation for June 24, 2024.

RESULT: FIRST READING

Next: 6/24/2024 7:30 PM