



6550 N. High Street  
Worthington, Ohio 43085

T: 614-436-3100

## Worthington City Council Agenda

Louis J.R. Goorey Municipal Building  
John P. Coleman Council Chamber

Monday, September 16, 2019 ~ 7:30 PM

### CITY COUNCIL MEMBERS

**Bonnie D. Michael**  
President

**Scott Myers**  
President Pro-Tem

**Rachael Dorothy**  
Council Member

**Douglas Foust**  
Council Member

**Beth Kowalczyk**  
Council Member

**David Robinson**  
Council Member

**Douglas Smith**  
Council Member

### CITY STAFF MEMBERS

**Matthew Greeson**  
City Manager

**D. Kay Thress**  
Clerk of Council

#### 1. Call To Order

#### 2. Roll Call

#### 3. Pledge of Allegiance

#### 4. Visitor Comments

#### 5. Special Presentation(s)

##### 5.A. Oath of Office - Fire Captain

*Executive Summary:* The Oath of Office will be administered to recently promoted Fire Captain Peggy Dyas

#### 6. Approval of the Minutes

##### 6.A. Meeting Minutes - September 3, 2019

*Recommendation:* Motion

#### 7. Public Hearings on Legislation

##### 7.A. Ordinance No. 33-2019 Eliminate Use of Parks and Recreation Revolving Fund

Authorizing and Directing the Elimination of a Special Accounting Fund Entitled "Parks and Recreation Revolving Fund".

Executive Summary: This Ordinance eliminates the use of the Parks & Recreation Revolving Fund and moves any remaining balance, after all liabilities have been paid, to the General Fund.

Recommendation: Approve as Presented

Legislative History: Introduced September 3, 2019

**7.B. Ordinance No. 34-2019** Appropriation - Engineering and Inspection of Norfolk Southern Rail Crossing Improvements

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of Curb Improvements at Wilson Bridge Road & the Railroad Crossing for the NE Gateway Intersection Improvement Project and all Related Expenses with said Project. (Project No. 602-14)

Executive Summary: This Ordinance appropriates \$30,000 required by Norfolk Southern to fund engineering and inspections of proposed improvements at the East Wilson Bridge Road railroad crossing.

Recommendation: Approve as Presented

Legislative History: Introduced September 3, 2019

**7.C. Ordinance No. 35-2019** State Infrastructure Bank Authorization

An Ordinance Authorizing the City Manager or His Designee to Enter Into Agreements with the Ohio Department of Transportation State Infrastructure Bank to Complete the Upgrade to the Intersection of Worthington-Galena Road, Huntley Road and East Wilson Bridge Road (the "Northeast Gateway") and Authorizing the Execution of All Documents to Effectuate the Same.

Executive Summary: Authorize the City Manager to enter into an agreement with the Ohio Department of Transportation's (ODOT) State Infrastructure Bank (SIB) for temporary financing of the Northeast Gateway project.

Recommendation: Motion to Amend; Approve as Amended

Legislative History: Introduced September 3, 2019

**7.D. Ordinance No. 36-2019** Accept Amounts and Rates from the Franklin County Budget Commission.

Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor.

Executive Summary: This Ordinance accepts the tax rates and amounts as determined by the Franklin County Budget Commission. The property tax rate remains unchanged at 5 mills for collection year 2020.

Recommendation: Motion to Amend and Approve as Amended

Legislative History: Introduced September 3, 2019

**7.E. Ordinance No. 37-2019** Collective Bargaining Agreement with FOP Capital City Lodge #9

Approving the Provisions of a Collective Bargaining Agreement Between the City of Worthington, Ohio and the Fraternal Order of Police, Capital City Lodge No. 9 and Authorizing the City Manager to Execute Same on Behalf of the City and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget By Providing for an Appropriation from the General Fund Unappropriated Balance.

Executive Summary: This Ordinance approves the collective bargaining agreement between the City of Worthington and the Fraternal Order of Police, Capital City Lodge No. 9 and authorizes the City Manager to execute the agreement.

Recommendation: Motion to Amend; Approve as Amended

Legislative History: Introduced September 9, 2019

**8. New Legislation to Be Introduced**

**8.A. Resolution No. 53-2019** Staffing Chart Amendment for Firefighter EMT-P

Amending the Staffing Chart of the City of Worthington to Provide for Twenty-six (26) Firefighter EMT-P Positions in the Division of Fire for up to a One Year Period.

Executive Summary: This Resolution amends the staffing chart to allow for twenty-six Firefighter EMT-P positions for up to a one-year period.

Recommendation: Introduce and Approve as Presented

**8.B. Resolution No. 54-2019** City Council Rules

Adopting Amendments to City Council Rules

Executive Summary: This Resolution adopts amendments to City Council Rules related to City Council's Organizational Meeting

Recommendation: Introduce and Approve as Presented

**8.C. Ordinance No. 38-2019** Appropriation - Electric Vehicle Charging Stations

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs for Acquisition and Installation of Electric Vehicle Charging Stations and all Related Expenses and Determining to Proceed with said Project. (Project No. 696-19)

Executive Summary: This Ordinance appropriates the cost required to fund the acquisition and installation of Electric Vehicle Charging Stations at two different locations, the Old Worthington municipal parking lot at 44 W. New England and outside of the main entrance at the Worthington Community Center.

Recommendation: Introduce for Public Hearing on October 7, 2019

**8.D. Ordinance No. 39-2019** Easement - Columbia Gas of Ohio

Granting an Easement to Columbia Gas of Ohio, Inc. through a Portion of Property Owned by the City of Worthington at 7200 Huntley Road to Accommodate the Relocation of Utilities as part of the Northeast Gateway Project.

Executive Summary: This Ordinance authorizes the City Manager to grant Columbia Gas of Ohio, Inc. a utility easement as part of the relocation of utilities in connection with the Northeast Gateway Intersection Improvement Project.

Recommendation: Introduce for Public Hearing on October 7, 2019

**9. Reports of City Officials**

**10. Reports of Council Members**

**11. Other**

**12. Executive Session**

**13. Adjournment**



**CITY OF WORTHINGTON**  
**Worthington City Council Minutes**  
September 3, 2019

6550 N. High Street  
Worthington, Ohio 43085

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**CALL TO ORDER – Roll Call, Pledge of Allegiance**

Worthington City Council met in Regular Session on Tuesday, September 3, 2019, in the John P. Coleman Council Chambers of the Louis J.R. Goorey Municipal Building, 6550 North High Street, Worthington, Ohio. President Michael called the meeting to order at or about 7:30 p.m.

**ROLL CALL**

**Members Present:** Rachael R. Dorothy, Douglas Foust, Beth Kowalczyk, Scott Myers, David Robinson, Douglas K. Smith, and Bonnie D. Michael

**Member(s) Absent:**

**Also present:** City Manager Matt Greeson, Assistant City Manager Robyn Stewart, Director of Law Tom Lindsey, Director of Finance Scott Bartter, Director of Service & Engineering Dan Whited, Director of Parks & Recreation Darren Hurley, Chief of Fire & EMS John Bailot, Clerk of Council D. Kay Thress, Assistant City Clerk Ethan Barnhardt

There were 5 visitors present.

**PLEDGE OF ALLEGIANCE**

*President Michael invited all to stand and join in reciting the Pledge of Allegiance to the flag.*

**VISITOR COMMENTS**

*There were no visitor comments.*

**APPROVAL OF THE MINUTES**

- Regular Meeting – July 15, 2019

**MOTION**

Mr. Robinson moved, Mr. Foust seconded a motion to approve the aforementioned meeting minutes as presented.

**The motion to approve the minutes as presented carried unanimously by a voice vote.**

**PUBLIC HEARINGS ON LEGISLATION****Ordinance No. 28-2019**

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the Police Building Modification Project and all Related Expenses and Determining to Proceed with said Project. (Project No. 695-19)

**The foregoing Ordinance Title was read.**

*Ms. Stewart detailed how this past spring we conducted an evaluation about whether to join the Northwest Regional Emergency Communications Center (NRECC) for 911 call answering and safety dispatching services. Council decided to make that change which will be implemented in about a year from now. There are several steps that need to be made before then to be prepared for those changes. This includes modifications to the front entrance of the police building to create a secure vestibule area, expenses including the installation of cameras and other changes at the police building. A small portion of the funds may be used for minor modifications to the Fire Station as well. Also included are dollars for the architectural design work and for implementing those changes. There are also some air quality challenges in the Police building and this appropriation includes design work for HVAC improvements to address those challenges.*

*Ms. Dorothy asked about the air quality for the building. She understands they are improving the HVAC and asked about any other improvements and how long we will be monitoring the air quality. Mr. Whited said that they are looking at other issues, including air quality, outside of the HVAC and the efficiency of the system. We are looking at energy efficiency along with ABM for that component, potentially including it in our energy initiative. Ms. Dorothy said she wants to see us look at all facets and she wants to make sure we will be following up on the safety of the air quality. Mr. Whited replied that Lyle Laboratories would be working on this throughout the process. Prater Engineering have some great ideas and we are confident in their abilities to do the job for us.*

*Mr. Smith questioned how confident we are with the estimate of \$200,000, remarking that the number seems low. Ms. Stewart responded that this is only for the design work. The actual HVAC construction will need to come back to Council later on for another appropriation. Mr. Smith asked if it could be folded into the energy savings program. Mr. Whited replied potentially. It will have to be analyzed to make sure it has the payback.*

**There being no comments, the clerk called the roll on Ordinance No. 28-2019. The motion carried by the following vote:**

**Yes     7     Robinson, Kowalczyk, Foust, Dorothy, Smith, Myers, and Michael**

**No     0**

**Ordinance No. 28-2019 was thereupon declared duly passed and is recorded in full in the appropriate record book.**

**Ordinance No. 29-2019**

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the NE Gateway – Rush Run Lower Reach Project and all Related Expenses and Determining to Proceed with said Project. (Project No. 602-14)

**The foregoing Ordinance Title was read.**

*Mr. Whited detailed how this project is interesting because it is between the Northeast Gateway project and goes almost to the Huntley Bowl. We had EMH&T put together some plans that will clean out that section of the stream, but also put some benching in to make it more of a natural stream and able to handle different flooding conditions. This project once completed will accommodate the Northeast Gateway and set the tone for the remaining work to be done downstream.*

**MOTION**

Mr. Smith moved, seconded by Mr. Myers to amend Ordinance No. 29-2019 to include the dollar amount not to exceed \$514,000 and Mark Haynes Construction, Inc. and Civil & Environmental Consultants, Inc.

**The motion passed unanimously by a voice vote.**

*Ms. Dorothy inquired when the project would start and finish. Mr. Whited said it is going to begin in October and will take approximately 90 days.*

**MOTION**

Mr. Smith moved, seconded by Mr. Myers to amend the earlier motion to include the dollar amount of \$537,000.

**The motion passed unanimously by a voice vote.**

**There being no comments, the clerk called the roll on Ordinance No. 29-2019 (As Amended). The motion carried by the following vote:**

**Yes     7     Kowalczyk, Foust, Dorothy, Smith, Myers, Robinson, and Michael**

**No     0**

**Ordinance No. 29-2019 (As Amended) was thereupon declared duly passed and is recorded in full in the appropriate record book.**



**Ordinance No. 30-2019**

Amending Ordinance 53-2018 to Establish Compensation for the Unclassified Position of Deputy Director of Safety/Police Chief.

**The foregoing Ordinance Title was read.**

**MOTION**

Ms. Dorothy moved, seconded by Ms. Kowalczyk to table Ordinance No. 30-2019.

**The motion passed unanimously by a voice vote.**

**Ordinance No. 31-2019**

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the NE Gateway – Asbestos Remediation Project and all Related Expenses and Determining to Proceed with said Project. (Project No. 602-14)

**The foregoing Ordinance Title was read.**

**MOTION**

Mr. Robinson moved, seconded by Mr. Foust to amend Ordinance No. 31-2019 to insert the dollar amount of \$125,000 and the firm name of S.G. Loewendick & Sons.

**The motion passed unanimously by a voice vote.**

*Mr. Whited explained that this is for 7200 Huntley Road and 431 Wilson Bridge Road which were acquired as part of the Northeast Gateway Project. Both structures need to be removed to accommodate the construction of the gas lines as well as the intersection which will be built as part of the project. This project will commence as soon as possible in order to move forward with other parts of the project.*

**There being no comments, the clerk called the roll on Ordinance No. 31-2019 (As Amended). The motion carried by the following vote:**

**Yes     7**        Foust, Dorothy, Smith, Myers, Robinson, Kowalczyk, and Michael

**No       0**

**Ordinance No. 31-2019 (As Amended) was thereupon declared duly passed and is recorded in full in the appropriate record book.**

**Ordinance No. 32-2019**

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the General Fund Unappropriated Balance.

**The foregoing Ordinance Title was read.**

*Mr. Greeson detailed how we issued a request for proposals for consulting services in March. City Council underwent a rigorous process before selecting Poggemeyer Design Group (PDG) for facilitation services related to our Community Visioning process that has been launched. A blank ordinance was introduced, and staff was authorized to negotiate a contract and a revised scope of services. One addition was specifically listing out the planning documents that PDG needs to review. Also, there is an increase in the total number of stakeholder interviews to be conducted, which reflects a desire to reach more people in the community. There is an addition in Phase One, Task E regarding the desire to do a great deal of community education up front and outreach to get people connected to the planning process. There are also additional communications strategies and process improvements. There is an important phase, Phase Five, Task D which seeks online feedback on proposed visioning statements. Lastly is the inclusion of a community engagement software named Bang the Table which was found to be the most robust.*

### **Lauren Falcone – Poggemeyer Design Group**

*Ms. Falcone explained how nothing was subtracted from the original scope, but there are additions included to help get out to people, raising the price to \$92,360 which includes \$5,000 for the Bang the Table software.*

*Mr. Greeson described that there are several things they did not have clarity whether they should be included, which were then costed out, but not included in the overall scope. That includes a statistically valid phone survey of residents, creation of a door hanger, a door to door engagement effort, and the creation of materials for a show on the road for committee members to conduct personal outreach. Those are alternates that can be added to the scope that is recommended. We request Council's feedback on those items. After that there are multiple options you can take tonight. One is approving the scope for \$92,360 as presented, or as modified. You can add some or all of the alternatives and we can calculate the revised amount. Or you could approve the scope or some modified version that would allow us to move forward and refer some of the alternates to the CVC for their recommendation and then amend the amount later.*

*Ms. Kowalczyk asked for a refresher about non-online process for feedback. Ms. Falcone detailed that Phase One is discovery. This includes document review and inviting stakeholders in. Phase Two is project design including a communications plan, op-ed pieces, letters to editor, custom meeting fliers, social media, press releases, and newsletters. In Phase Three is a community scan which would be done both online and in print. There will be an educational workshop that physically invites people in and getting ideas. This can be done online and with custom fliers around town. There will be four focus groups to talk about visioning. There will also be an online survey and an Instagram challenge. There will be a visioning session that invites people citywide to get ideas. Also there will be a citywide charette. Phase Five will be completed all online. There will be a physical meeting with the CVC during that phase. We will test the visioning statement with the residents. If that is where we need to add another meeting, we can do that. Ms. Kowalczyk asked if there would be any going out into the community. Ms. Falcone replied that the American Planning Association encourages going out into the community,*

*wherever people are gathering. The goal is getting as many people talking to us as possible. Ms. Kowalczyk said she would be inclined to talk about that with the CVC. She knows we have talked about reaching as many people as possible and online is somewhat limited in that respect.*

*Ms. Dorothy stated that it would make sense to approve the funds for the show on the road materials and she would be in favor of doing that.*

*Mr. Smith articulated that he is a fan of door to door. He asked to be talked through what that looks like, including what phase it would be and when. Ms. Falcone responded that it is a labor-intensive process including the CVC, and she likens it to a levy campaign, getting information out. She said that it can be difficult to survey people for 10-15 minutes. They are focusing more on targeted fast facts and information. If someone wants to talk, that is great, but if they do not want to talk we recognize that. Doing a survey would take a lot of time to hit 80% of the households. Mr. Smith asked what phase that would be. Ms. Falcone reported the cost at \$31,200 to go to 80% of the houses and talking for 10 minutes with a survey. It could be put at the very beginning when talking about discovery or put later into more of the visioning process. We would do it after the SWOT but before the focus groups. They are doing three things, educating, inviting, and asking questions. Mr. Smith said he is in favor of doing that.*

*Mr. Foust said we do not know what we do not know. Spending \$90,000 may get us a certain confidence level closer to 60% but we could potentially spend additional money to get a higher confidence level closer to 80-90%, then that could be money well spent. However, he would like to leave it somewhat open ended and look to PDG as a guide. As you get through this process and you come to Council saying we are not where we want to be, here is why, and here is a proposed solution, he expressed that he would prefer we make a decision midstream if we need to apply additional assets to get the job done 100%. That way we can walk away from this exercise knowing we have something we can stand by and that we did the job we set out to do in the first place.*

*President Michael remarked that her only concern is within the professional services agreement we need to put a not to exceed number to put the contract in place. Mr. Foust stated that he wants to leave the door open that if we find that we are not getting where we need to be, we know that, and we can be flexible enough to revisit what we have done. President Michael explained that if we need to come back and amend something there is no difficulty doing that. Ms. Falcone said they put that in Phase Two, we are going to review Phases One through Seven, which is the whole process, with the information gathered in Phase One to make sure we are on the right track.*

*Ms. Kowalczyk agreed with Ms. Dorothy and wants to put in the \$700 for the kit to go out to the community and agrees with Mr. Foust about wanting to be flexible if we need to do something more costly.*

*Mr. Myers asked if this has been discussed with the CVC and whether they had a recommendation. Mr. Falcone said they had not given the CVC the scope at the meet and*

*greet. It could be reviewed with them as this moves into a more formal format. Mr. Myers said he likes Mr. Foust's suggestion and there is nothing that would prohibit Council from signing a second contract for additional services. If we are doing door to door, we would be relying on the CVC to do that and he would hate to mandate to them that they go door to door. He would rather the recommendation come from them. We want to oversee this project but not micromanage the project. We have put in place good people that we can trust. Ms. Falcone said her impression is the CVC would have no problem jumping in.*

*President Michael again stated that Council needed to decide the not to exceed number at this time.*

*Mr. Foust said that he hears the \$93,360 plus an additional \$1,400 for the door hangers and the show on the road kit.*

*Mr. Smith said that he is fine with anything as long as the CVC knows they have eminence over this domain.*

*Mr. Robinson said he had expected during the six-week Council break that the scope of services would be modified to include elements that were important but also include the relative roles of PDG and the CVC. He is concerned that the CVC is taking a subservient role to the consultant. His impression was that PDG would offer expertise in a support function to the CVC, and maybe developing a draft of a scope of service for the CVC to work off of, but as is laid out now, the CVC is not set to convene until some date in October. If we question the relative prioritization of the consultants, then other elements of Phase One become questionable. He expressed that he does not know why it is important for Poggemeyer to be immersed in historic planning documents or why they are tasked with doing interviews of key stakeholders. If we want to retain those functions so they get a greater sense of our community, the interviews could be done by interviewing the 13 members of the CVC. If we have them read documents, then planning documents are not of a high priority and they are part of the issues we are trying to deal with through the visioning process. Perhaps, greater immersion in the history of our City, the origins of Harding, Stafford, Colonial Hills, and UMCH would really give them a sense of our community. He would urge that we accelerate the process by bringing together the CVC soon with PDG facilitating their meeting where they organize. Then the CVC in conjunction with PDG review their scope of services and come back with a request that has been vetted and approved by the CVC, so they become the drivers of this process.*

*Ms. Falcone said that they could meet with the CVC as soon as you want. This is part of the framework that was given as part of the proposal responding to what Council wanted. PDG is giving them a framework and then they are going to go. She does not know if the CVC knows how to develop all the tools to do this and as a professional consultant, she has tools that they can use. What she likes to do is hand it to them and have them say if it works and if not, then rip it up and start again. Mr. Robinson said that he supports PDG helping the CVC develop these tools and techniques, and not necessarily providing the entire structure or determining what is of greatest value and worth in accessing and reaching the community. Ms. Falcone said that goes back to Phase Two where they are*

*seeing if they are on track. There are a lot of catches to make sure they're moving forward in the right track and the CVC is on board with what they are doing in the community with this community engagement. Mr. Robinson posed if someone were recruited to be on the CVC and they are not meeting until October and you are being presented with a fait accompli of the design of the structure, he would feel pretty disempowered. Ms. Falcone suggested bumping it up into the end of September.*

**Joe Sherman – 6603 McBurney Place, Worthington, OH 43085**

Mr. Sherman expressed that he is a member of the CVC, but he is not speaking on their behalf tonight. He detailed how the CVC is supposed to be the primary body governing this process, but currently the CVC is in subsidiary role. He conveyed that he feels that the CVC should be driving the process with PDG's assistance. When reading the resolution that was submitted in February 19<sup>th</sup>, it called for a citizen-led, comprehensive visioning process to include all stakeholders to gain a thorough understanding of a broad cross-section representing the will of the people. There is then a published mission statement for the CVC that says the administrative purpose is to manage the visioning process in close consultation with Council and the community. While he has the utmost respect for PDG, the CVC should be respected too. Lastly, he commented on the ongoing delay for the start date. The initial working meeting was slated for September, but then at the kick-off it was shown to be pushed into October with no specific start date given. He feels that the CVC needs a start date to be finalized with no more delays.

*Mr. Myers brought up one of the options detailed by Mr. Greeson to ask the CVC to review the scope of services and for them to affirm or reject parts of it. He asked if that is something the CVC could and would do and then bring it back to Council as a revised scope of services. Mr. Sherman agreed that makes a lot of sense, he cannot speak for the other committee members, but he would be personally willing to take that on. Ms. Falcone said that is a great idea and she expressed that maybe the CVC needs more input on the scope. However, they do need guidance on how to get that community engagement and what phases do we follow. Mr. Myers said that if the CVC thinks it is appropriate for PDG to review land use docs, they can say that. We are trying to get away from Council saying that in an attempt to make this valid. Whatever the answer is, we want to make sure Council can stand on the answer and take action. Ms. Falcone explained how in the scope of services, there were new columns added for the CVC and the City Council role is very light. Mr. Myers stated that the scope of services today is close to how this will pan out, but he wants that to come from the CVC, not from Council.*

*Mr. Lindsey said that part of the ordinance is the appropriation so there is a dollar amount that needs to be appropriated regardless of how much the contract could be for. The proposed contract is terminable by the City upon seven days' notice. We would then only pay for what they did. There is the possibility to agree for a reduced amount for the initial phase and we can appropriate enough and then come back via resolution. The ordinance appropriates money and allows the City Manager to enter into contract. The contract would then have a scope of services attached.*

*President Michael explained how it is good to have the scope to work from. People come in and have not done this type of work and this is a good outline to work from. They may add or change things, but it is a good starting block for the committee to work from.*

*Mr. Sherman said that the CVC can start in two weeks and their homework is the scope of services with the goal of coming to the meeting to talk about it.*

*Mr. Greeson said instead of having to come back for an additional piece of legislation that would require an introduction and a second hearing, Council can amend this ordinance to put in a dollar amount of \$140,000 and state in section two that the City Manager is authorized to engage with PDG in an amount not to exceed \$10,000. That way we have appropriated the full budget but have only authorized a limited amount. Then when the CVC wants to access more dollars, we can amend via resolution.*

*Ms. Kowalczyk explained that the first deliverable for the \$10,000 is the scope of work produced by the CVC. Mr. Greeson said the CVC and Council must buy into what is to be accomplished with that.*

**MOTION** Mr. Myers moved, seconded by Ms. Dorothy to amend Ordinance No. 32-2019 to insert in Section 1. the amount of \$140,000 and in Section 2. the firm of Poggemeyer Design Group. Section Two should also include at the end of the first sentence the phrase “in an amount not to exceed \$10,000.”

**The motion passed unanimously by a voice vote.**

*Mr. Smith asked about the timing of the meetings and mentioned that at first it seemed Mondays work for most but there was a concern about conflicting with Council and he expressed that he has no concerns with that. Mr. Greeson explained how regardless of the dates selected, there needs to be proper records management. Mr. Sherman noted that the CVC members recognized Council meets on Mondays and the committee members indicated that Tuesday night was the leading candidate.*

**There being no comments, the clerk called the roll on Ordinance No. 32-2019 (As Amended). The motion carried by the following vote:**

**Yes     7**         Dorothy, Smith, Myers, Robinson, Kowalczyk, Foust, and Michael

**No       0**

**Ordinance No. 32-2019 was thereupon declared duly passed and is recorded in full in the appropriate record book.**

## **NEW LEGISLATION TO BE INTRODUCED**

**Resolution No. 50-2019**                      Approving an Agreement and Permit for and between Citynet, a Delaware Limited Liability

Company, to Operate and Maintain a Telecommunications System Within the City of Worthington Pursuant to and Subject to the Provisions of Chapter 949 of the Codified Ordinances of the City of Worthington.

**Introduced by Mr. Smith.**

**MOTION** Mr. Myers made a motion to adopt Resolution No. 50-2019. The motion was seconded by Ms. Dorothy.

**There being no additional comments, the motion to adopt Resolution No. 50-2019 passed unanimously by a voice vote.**

**Resolution No. 51-2019** Authorizing the Acquisition of Certain Real Estate Interests Involving Parcel 21 for the Northeast Gateway Intersection Improvement Project. (Project No. 602-14)

**Introduced by Ms. Kowalczyk.**

**MOTION** Mr. Robinson made a motion to adopt Resolution No. 51-2019. The motion was seconded by Mr. Foust.

*Mr. Lindsey explained how this is the property located at 7057-7079 Huntley Road. The amount was over the fair market value estimates, so by the process previously established by Council, it needed to come back for approval. This amount was approved by ODOT administrators as being reasonable.*

**There being no additional comments, the motion to adopt Resolution No. 51-2019 passed unanimously by a voice vote.**

**Resolution No. 52-2019** Adjusting the Annual Budget by Providing for a Transfer of Previously Appropriated Funds.

**Introduced by Mr. Smith.**

**MOTION** Mr. Myers made a motion to adopt Resolution No. 55-2019. The motion was seconded by Ms. Dorothy.

**There being no additional comments, the motion to adopt Resolution No. 52-2019 passed unanimously by a voice vote.**

**Ordinance No. 33-2019**

Authorizing and Directing the Elimination of a Special Accounting Fund Entitled “Parks and recreation Revolving Fund”.

**Introduced by Ms. Kowalczyk.**

**Ordinance No. 34-2019**

Amending Ordinance No. 58-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of Curb Improvements at Wilson Bridge Road & the Railroad Crossing for the NE Gateway Intersection Improvement Project and all Related Expenses with said Project. (Project No. 602-14)

**Introduced by Mr. Robinson.**

**Ordinance No. 35-2019**

An Ordinance Authorizing the City Manager or His Designee to Enter Into Agreements with the Ohio Department of Transportation State Infrastructure Bank to Complete the Upgrade to the Intersection of Worthington-Galena Road, Huntley Road and East Wilson Bridge Road (the "Northeast Gateway") and Authorizing the Execution of All Documents to Effectuate the Same.

**Introduced by Mr. Foust.**

**Ordinance No. 36-2019**

Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor.

**Introduced by Mr. Smith.**

The Clerk was instructed to give notice of a public hearing on said ordinance(s) in accordance with the provisions of the City Charter unless otherwise directed.

**REPORTS OF CITY OFFICIALS**

Policy Item(s)

- Application for State Infrastructure Bank Loan



*Mr. Bartter explained how this authorization is to apply to the State Infrastructure Bank for a loan to bridge finance between the time when funds are necessary to begin construction of the Northeast Gateway and the time when federal funds come available.*

*President Michael asked if this is interest bearing. Mr. Bartter said it is interest bearing and his understanding is we would only pay a portion of the interest and MORPC would be covering the other portion of the interest.*

**MOTION** Ms. Dorothy moved, seconded by Ms. Kowalczyk to permit staff to apply for the State Infrastructure Bank Loan.

**The motion passed unanimously by a voice vote.**

*Mr. Greeson remarked that Mr. Hurley's team has conducted a successful summer concert series, the Summer in the 614 festival, and cleaning of the Community Center during the shutdown. The 2019 Citizens Academy is beginning this week to connect more to our residents. Additionally, on September 11 there will be the annual remembrance ceremony and the addition of a flag planting ceremony.*

## **REPORT OF COUNCIL MEMBERS**

*Ms. Dorothy said the cemetery board is hosting an open house at Ozem Gardner House on Tuesday from 6:00 p.m. to 8:00 p.m. to show the master plans to the public. Currently the plans are not online. She expressed her thanks to everyone for keeping the City running so smoothly during the Council recess.*

*Ms. Kowalczyk reminded everyone that tomorrow is another First Wednesday with a theme of the dog days of summer. Paws in the Park is also coming up in a few weeks. She thanked staff for their support closing East New England during Farmers Market. She expressed her gratitude for all of staff's efforts in responding to emails and inquiries about traffic issues in the city.*

*President Michael thanked staff for their work over this break. She explained how she is glad visioning is going forward.*

## **EXECUTIVE SESSION**

**MOTION** Mr. Robinson moved, Mr. Foust seconded a motion to meet in Executive Session to discuss labor relations and collective bargaining, economic development incentives, and the appointment and compensation of personnel.

**The clerk called the roll on Executive Session. The motion carried by the following vote**

**Yes     7     Dorothy, Myers, Kowalczyk, Foust, Robinson, Smith, and Michael**

**No     0**

Council recessed at 8:42 p.m. from the Regular meeting session

**MOTION**                      Mr. Smith moved, Ms. Dorothy seconded a motion to return to open session at 9:26 p.m.

**The motion carried unanimously by a voice vote.**

**ADJOURNMENT**

**MOTION**                      Ms. Kowalczyk moved, Mr. Foust seconded a motion to adjourn.

President Michael declared the meeting adjourned at 9:26 p.m.

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Clerk of Council

*APPROVED by the City Council, this  
16<sup>th</sup> day of September, 2019.*

---

Council President



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: 07/29/2019

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 33-2019 - Eliminate use of Parks and Recreation Revolving Fund**

---

**EXECUTIVE SUMMARY**

This Ordinance eliminates the use of the Parks & Recreation Revolving Fund and moves any remaining balance, after all liabilities have been paid, to the General Fund.

**RECOMMENDATION**

Approve as Presented

**BACKGROUND/DESCRIPTION**

The Parks and Recreation Revolving Fund was originally created in 1976 to account for the receipt of fees and payment of expenses in connection with self-supporting leisure time programs. The Revolving Fund accounted for part-time wages and contractual obligations related to programming, however, it did not account for full-time wages or related benefits, utilities, or support functions needed for programmatic activities. These additional expenses were captured through a transfer from the Revolving Fund into the General Fund. The verbal recommendations of the City's independent auditor recommended not utilizing a transfer to account for these expenses.

Aside from audit compliance, the shift of all parks and recreation programming revenue and expenses to the General Fund will diversify General Fund revenue, and create efficiencies in processing payroll and preparing the daily deposit.

## 7.A. - Eliminate Use of Parks and Recreation Revolving Fund

During the 2019 budget process, staff recommended that all revenue and expenses related to parks and recreation programming be moved into the General Fund. Subsequently, the Council adopted a budget that appropriated zero funding from the Revolving Fund, with the exception of a final transfer into the General Fund. This legislation further memorializes the City's desire to account for recreational programming in the General Fund, as opposed to the Revolving Fund.

### **ATTACHMENTS**

Ordinance No. 33-2019

ORDINANCE NO. 33-2019

Authorizing and Directing the Elimination of a  
Special Accounting Fund Entitled “Parks and  
Recreation Revolving Fund”.

WHEREAS, Ordinance 09-1976 established the Parks and Recreation Revolving Fund for the purpose of accounting for the receipt of fees and payment of expenses in connection with self-supporting leisure time activity; and,

WHEREAS, this Fund does not account for the complete expenditures related to the payment of expenses in connection with leisure time activity; and,

WHEREAS, as a result of the audit of the 1980 financial statements, and since 1981 the fund has not acted as a “revolving fund”, but instead expenditures have been appropriated from this fund as part of the annual budget process; and,

WHEREAS, the City desires to account for all Parks and Recreation revenue and expenditures from the General Fund, which will diversify General Fund revenue, create payroll and daily deposit efficiencies, and ensure audit compliance; and,

WHEREAS, with the passage of Ordinance 52-2018 the Worthington City Council adopted the Municipal Budget for the Fiscal Year ending 2019; and,

WHEREAS, the 2019 Municipal Budget moves all revenue and expenditures from the Parks and Recreation Revolving Fund into the General Fund; and

WHEREAS, the 2019 Municipal Budget authorizes the transfer of any fund balance remaining within the Parks and Recreation Revolving Fund to the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That effective January 1, 2019, the Director of Finance be and hereby is authorized and directed to eliminate the Parks and Recreation Revolving Fund and transfer the balance, after all liabilities have been paid, to the General Fund.

SECTION 2. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: August 28, 2019

To: Matthew H. Greeson, City Manager

From: Daniel Whited, P.E. Director of Service and Engineering

Subject: **Ordinance No. 34-2019 – Appropriation - Engineering and Inspection - NS Rail Crossing Improvements**

---

**EXECUTIVE SUMMARY**

This Ordinance appropriates \$30,000 costs required by Norfolk Southern to fund engineering and inspections of proposed improvements at the East Wilson Bridge Road railroad crossing.

**RECOMMENDATION**

Approve as Presented

**BACKGROUND/DESCRIPTION**

The Ohio Rail Development Commission (ORDC) has approved the preliminary engineering plans for City-related construction to take place at the rail crossing on East Wilson Bridge Road. These improvements will construct new curb and gutter, in addition to concrete traffic islands, which will eliminate the ability for vehicles to circumvent the gates and risk a train-car collision. The improvements will work in conjunction with new signals, gates and detection systems being installed by ORDC, and CSX and Norfolk Southern Railroads.

Earlier this year, staff secured funding to complete the work this summer. As we moved forward, Norfolk Southern determined we would need to pay \$30,000 into a force account which will cover their cost for engineering and inspections of the work. The account must be established before they will allow work to take place in their right-of-way. These funds can be reimbursed through our grant from the Ohio Rail Development Commission.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)**

\$30,000

**ATTACHMENT**

Ordinance No. 34-2019

ORDINANCE NO. 34-2019

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of Curb Improvements at Wilson Bridge Road & the Railroad Crossing for the NE Gateway Intersection Improvement Project and all Related Expenses with said Project. (Project No. 602-14)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8150.533330 an amount not to exceed forty five thousand dollars (\$30,000.00) to pay the cost of curb improvements at Wilson Bridge Road and the Railroad Crossing for the NE Gateway Intersection Improvement Project and all related expenses (Project No. 602-14).

SECTION 2. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: 08/28/2019

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 35-2019 - State Infrastructure Bank Authorization**

---

**EXECUTIVE SUMMARY**

This Ordinance authorizes the City Manager to enter into an agreement with the Ohio Department of Transportation's (ODOT) State Infrastructure Bank (SIB) for temporary financing of the Northeast Gateway project. Financing may be necessary up to \$9,569,197, with a total cost \$10,358,197, inclusive of interest. Funds would be utilized to fund the project until the release of the Federal funds, which is anticipated to occur from 2023-2025 and will cover approximately 80% of total costs.

**RECOMMENDATION**

Motion to Amend to include the appropriation of funds for the application fees; Approve as Amended

**BACKGROUND/DESCRIPTION**

The City of Worthington is collaborating with the Mid-Ohio Regional Planning Commission (MORPC), the Ohio Department of Transportation (ODOT), and the Ohio Public Works Commission (OPWC) to improve congestion and traffic flow at the intersection of Huntley Road/Wilson Bridge Road/Worthington-Galena Road, also known as the Northeast Gateway. The Right-of-Way acquisition phase of the project is anticipated to be complete in the fall of 2019 with demolition, utility relocation and construction set to begin in late 2019.

This project has a total estimated cost of \$17,657,481 with an estimated cost to the City of Worthington of \$1,901,328. As the project transitions into the construction phase, the full



amount of funding must be made available, however the Federal funds available through MORPC won't be available until State Fiscal Years 2023-2025. In order to temporarily provide the funding needed to move into the next phase, the City is requesting funds through the State Infrastructure Bank.

Utilizing the State Infrastructure Bank is advantageous to the City for a variety of reasons. First, under the guidelines of the SIB loan, the first twelve (12) months are interest free. Additionally, issuance costs are one time and substantially lower than the issuance costs of multiple short-term note financing and the interest rate of three percent (3%) is locked in for the five year duration of the loan. Finally, the SIB is designed for these type of financing needs; the City of Worthington will never actually receive these funds. The funds will be deposited with ODOT and paid directly by MORPC when the Federal funds become available.

Staff is requesting a motion to amend the ordinance as introduced to additionally appropriate the funds necessary to pay the application fees.

#### **FINANCIAL IMPLICATIONS/FUNDING SOURCES**

The estimated financing cost to the City is a \$10,000 application fee and estimated interest of \$789,000 for the entire loan period, if the full amount becomes necessary. It is anticipated that a substantial amount of the cost of financing will be covered by MORPC.

#### **ATTACHMENTS**

Ordinance No. 35-2019 (As Amended)  
Ordinance No. 35-2019

ORDINANCE NO. 35-2019

An Ordinance Authorizing the City Manager or His Designee to Enter Into Agreements with the Ohio Department of Transportation State Infrastructure Bank to Complete the Upgrade to the Intersection of Worthington-Galena Road, Huntley Road and East Wilson Bridge Road (the “Northeast Gateway”) and Authorizing the Execution of All Documents Necessary to Effectuate the Same.

WHEREAS, the Ohio Department of Transportation State Infrastructure Bank is available to make interim loans to facilitate transportation infrastructure projects; and,

WHEREAS, the City and the Ohio Department of Transportation desire to cooperate in the completion of improvements to the intersection known as the Northeast Gateway; and,

WHEREAS, the City has been working on the Northeast Gateway project for approximately six (6) years; and,

WHEREAS, the total estimated cost of this project is \$17,657,481 with an estimated local contribution of \$1,901,328; and,

WHEREAS, the State Infrastructure Bank (SIB) loan is needed to bridge the time between when payment needs to be made to begin construction and when the Federal funds become available for distribution; and,

WHEREAS, the SIB loan needs to be in place before the City can proceed with required environmental work; and,

WHEREAS, the SIB loan will be secured and repaid by the City’s future income and real property tax collections;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the City Manager or his designee is hereby authorized and directed to enter into any and all agreements with the Ohio Department of Transportation State Infrastructure Bank for a loan in an amount not to exceed Ten Million Dollars (\$10,000,000) for bridge financing related to the Northeast Gateway project.

SECTION 2. That the City Manager or his designee is hereby authorized to take all actions, including the execution of any and all applications, agreements, amendments, or documents and the making of payments or transfers, necessary to effectuate the granting of the State Infrastructure Bank loan and the repayment of same, including the pledge of the City’s future income tax and real property tax revenue.

ORDINANCE NO. 35-2019

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

ORDINANCE NO. 35-2019  
(As Amended)

An Ordinance Authorizing the City Manager or His Designee to Enter Into Agreements with the Ohio Department of Transportation State Infrastructure Bank to Complete the Upgrade to the Intersection of Worthington-Galena Road, Huntley Road and East Wilson Bridge Road (the “Northeast Gateway”) and Authorizing the Execution of All Documents Necessary to Effectuate the Same and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget By Providing for an Appropriation from the Capital Fund Unappropriated Balance.

WHEREAS, the Ohio Department of Transportation State Infrastructure Bank is available to make interim loans to facilitate transportation infrastructure projects; and,

WHEREAS, the City and the Ohio Department of Transportation desire to cooperate in the completion of improvements to the intersection known as the Northeast Gateway; and,

WHEREAS, the City has been working on the Northeast Gateway project for approximately six (6) years; and,

WHEREAS, the total estimated cost of this project is \$17,657,481 with an estimated local contribution of \$1,901,328; and,

WHEREAS, the State Infrastructure Bank (SIB) loan is needed to bridge the time between when payment needs to be made to begin construction and when the Federal funds become available for distribution; and,

WHEREAS, the SIB loan needs to be in place before the City can proceed with required environmental work; and,

WHEREAS, the SIB loan will be secured and repaid by the City’s future income and real property tax collections;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the City Manager or his designee is hereby authorized and directed to enter into any and all agreements with the Ohio Department of Transportation State Infrastructure Bank for a loan in an amount not to exceed Ten Million Dollars (\$10,000,000) for bridge financing related to the Northeast Gateway project.

ORDINANCE NO. 35-2019  
(As Amended)

SECTION 2. That there be and hereby is appropriated from the Capital Improvement Fund unappropriated balances to:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<b><u>Capital Improvement Fund #308</u></b>		
308.8110.560988	Application fees	\$ 10,000.00
<b>Capital Improvement Fund</b>		<b>\$ 10,000.00</b>

SECTION 3. That the City Manager or his designee is hereby authorized to take all actions, including the execution of any and all applications, agreements, amendments, or documents and the making of payments or transfers, necessary to effectuate the granting of the State Infrastructure Bank loan and the repayment of same, including the pledge of the City's future income tax and real property tax revenue.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: 08/26/2019

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 36-2019 Accept Amounts and Rates**

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**EXECUTIVE SUMMARY**

This Ordinance accepts the tax rates and amounts as determined by the Franklin County Budget Commission. The property tax rate remains unchanged at 5 mills for collection year 2020.

**RECOMMENDATION**

Motion to Amend to insert the amounts provided by the Franklin County Budget Commission; Approve as Amended

**BACKGROUND/DESCRIPTION**

This Ordinance is an annual housekeeping item required by each taxing authority within the State of Ohio for the purpose of Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor. This legislation is requested for passage as required by Ohio Revised Code (ORC) Section 5705.34. In accordance with ORC 5705.34, this legislation must be adopted and submitted annually to the Franklin County Budget Commission by October 1.

The property tax rate for the City of Worthington remains unchanged for 2019 (collection year 2020) in the amount of 5.0 mills. We have not yet received the amounts from Franklin County and expect to have them in time for the public hearing.

The Ordinance was introduced with blanks pending receipt of the amounts from the Franklin County Budget Commission. The amounts have been received and are reflected in

7.D. - Accept Amounts and Rates from the Franklin County Budget Commission.

the attached Ordinance No. 36-2019 (As Amended).

**ATTACHMENTS**

Ordinance No. 36-2019 (As Amended)

Ordinance No. 36-2019

ORDINANCE NO. 36-2019  
(As Amended)

Accepting the Amounts and Rates as Determined by the  
Budget Commission and Authorizing the Necessary Tax  
Levies and Certifying Them to the County Auditor.

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year beginning January 1, 2020; and,

WHEREAS, the Budget Commission of Franklin County, Ohio has certified its action to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, Franklin County, State of Ohio, six-sevenths of the members elected thereto herein concurring that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further ordained that there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2019 (collection year 2020) as follows:

SCHEDULE A

SECTION 1. Summary of amounts required from General Property Tax approved by the Budget Commission and County Auditor's estimated tax rates.

	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to be Levied Inside      Outside Limitation	
	Column II	Column IV	Column V	Column VI
General Fund		\$1,299,843.73	2.03	
General Fund Charter	\$1,598,570.40			2.50
Bond Retirement		\$108,787.77	0.17	
Police Pension		\$191,978.41	0.30	
<b>TOTAL</b>	<b>\$1,598,570.40</b>	<b>\$1,600,609.91</b>	<b>2.50</b>	<b>2.50</b>



ORDINANCE NO. 36-2019  
(As Amended)

AND BE IT FURTHER ORDAINED:

SECTION 2. That the Clerk of Council be and hereby is directed to certify a copy of this ordinance to the County Auditor of Franklin County.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Introduced September 3, 2019  
P.H. September 16, 2019

## ORDINANCE NO. 36-2019

Accepting the Amounts and Rates as Determined by the  
Budget Commission and Authorizing the Necessary Tax  
Levies and Certifying Them to the County Auditor.

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year beginning January 1, 2020; and,

WHEREAS, the Budget Commission of Franklin County, Ohio has certified its action to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, Franklin County, State of Ohio, six-sevenths of the members elected thereto herein concurring that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further ordained that there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2019 (collection year 2020) as follows:

## SCHEDULE A

SECTION 1. Summary of amounts required from General Property Tax approved by the Budget Commission and County Auditor's estimated tax rates.

	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to be Levied Inside      Outside Limitation	
	Column II	Column IV	Column V	Column VI
General Fund	\$	\$	2.03	
General Fund Charter				2.50
Bond Retirement			0.17	
Police Pension			0.30	
TOTAL	\$	\$	2.50	2.50

ORDINANCE NO. 36-2019

AND BE IT FURTHER ORDAINED:

SECTION 2. That the Clerk of Council be and hereby is directed to certify a copy of this ordinance to the County Auditor of Franklin County.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: September 10, 2019

To: Matthew H. Greeson, City Manager

From: Robyn Stewart, Assistant City Manager

Subject: **Ordinance No. 37-2019 - Collective Bargaining Agreement - FOP Capital City Lodge #9**

---

**EXECUTIVE SUMMARY**

This Ordinance approves the collective bargaining agreement between the City of Worthington and the Fraternal Order of Police, Capital City Lodge No. 9 and authorizes the City Manager to execute the agreement.

**RECOMMENDATION**

Amend to insert Section 2 as noted in the attached amended ordinance; Approve as Amended

**BACKGROUND/DESCRIPTION**

The City and the Fraternal Order of Police (FOP) Capital City Lodge No. 9 have signed a tentative agreement on provisions of a collective bargaining agreement for the period 2019-2021. The membership of the FOP Capital City Lodge will vote on the agreement prior to the public hearing on this Ordinance.

The following is a summary of the provisions:

*Non-Economic Items*

- Update language in light of Janus decision (Article 3)
- Grievance timelines (Article 7) - Adjust all timelines to 14 calendar days
- Tracking of Lodge leave time (Article 8) – Jointly tracked by Lodge & City (Finance)
- Number of people in Labor Relations meetings (Article 8) – Change from 7 to 6 the number of representatives of the City & Lodge

- Substance Abuse section (Article 12) – Add reference to medical marijuana as an illegal drug for police officers
- Tobacco Product Use (Article 13) – Clarifies the inclusion of vaping products
- Terms related to disciplinary City Manager hearings (Article 16) – Clarifies times when disciplinary hearing is recorded (upon request)
- Sick Leave Verification (Article 24)
  - Clarifies the procedure for verifying that a member is able to return to work and the procedure for resolving differences of opinion between the member's physician and the City's physician.
  - Clarifies when sick leave and administrative leave apply during this time period.
  - Clarifies when the City can request verification for the use of sick leave.
  - City may ask the member to sign a sick leave use form to verify the use of sick leave.

#### *Economic Items*

- Market adjustment of \$1,800 for each member beginning October 21, 2019
- 3% wage increase effective October 21, 2019
- 3% wage increase effective January 1, 2020
- 2.5% wage increase effective January 1, 2021
- Lump sum signing payment of \$3,500 for each member (in lieu of retroactively applying the 2019 wage increase to the beginning of the year)

Staff requests an amendment to the introduced ordinance to include an appropriation of \$112,000 for the lump sum ratification payment included in the tentative agreement. The specific requested amendment is included in the attached Ordinance No. 37-2019 (As Amended).

#### **FINANCIAL IMPLICATIONS/FUNDING SOURCES** (if applicable)

The 3% wage increase for 2019 is equal to the increase provided for all other City employees and can be accommodated in the 2019 budget along with the market adjustment due to the timing of the implementation late in the year. This Ordinance appropriates the funds for the lump sum ratification payment of \$3,500 for each member,

#### **ATTACHMENTS**

Ordinance No. 37-2019 (As Amended)

Ordinance No. 37-2019

Collective Bargaining Agreement (redlines to show changes)

ORDINANCE NO. 37-2019  
(As Amended)

Approving the Provisions of a Collective Bargaining Agreement Between the City of Worthington, Ohio and the Fraternal Order of Police, Capital City Lodge No. 9 and Authorizing the City Manager to Execute Same on Behalf of the City and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget By Providing for an Appropriation from the General Fund Unappropriated Balance.

WHEREAS, the Fraternal Order of Police, Capital City Lodge No. 9 has been certified by the State Employee Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code, as the exclusive representative for purposes of collective bargaining for certain bargaining units within the Division of Police of the City of Worthington, Ohio; and,

WHEREAS, the City and the Fraternal Order of Police, Capital City Lodge No. 9 have negotiated a tentative collective bargaining agreement; and,

WHEREAS, the City Manager has requested City Council to approve the provisions of said collective bargaining agreement;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That City Council hereby approves the provisions of the “Collective Bargaining Agreement Between the City of Worthington, Ohio and the Fraternal Order of Police, Capital City Lodge No. 9 for the term beginning January 1, 2019 and ending December 31, 2021,” including the provisions relating to economic matters for which funds are hereby approved and which will be appropriated in accordance with the City Charter at the time for the annual budget appropriation ordinance for each year of said agreement.

SECTION 2. That there be and hereby is appropriated from the General Fund unappropriated balances to:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<b>General Fund #101</b>		
101.2020.511155	Ratification Payment	\$112,000
	<b>General Fund Total</b>	<b>\$112,000</b>

ORDINANCE NO. 37-2019  
(As Amended)

SECTION 3. That the City Manager and Director of Law be and hereby are authorized and directed to execute said Agreement on behalf of the City and that the Assistant City Manager, Director of Finance, and Personnel Director, be and they are hereby authorized to execute said Agreement in their capacity as members of the City negotiation committee.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Introduced September 9, 2019  
P.H. September 16, 2019

ORDINANCE NO. 37-2019

Approving the Provisions of a Collective Bargaining Agreement Between the City of Worthington, Ohio and the Fraternal Order of Police, Capital City Lodge No. 9 and Authorizing the City Manager to Execute Same on Behalf of the City.

WHEREAS, the Fraternal Order of Police, Capital City Lodge No. 9 has been certified by the State Employee Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code, as the exclusive representative for purposes of collective bargaining for certain bargaining units within the Division of Police of the City of Worthington, Ohio; and,

WHEREAS, the City and the Fraternal Order of Police, Capital City Lodge No. 9 have negotiated a tentative collective bargaining agreement; and,

WHEREAS, the City Manager has requested City Council to approve the provisions of said collective bargaining agreement;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That City Council hereby approves the provisions of the "Collective Bargaining Agreement Between the City of Worthington, Ohio and the Fraternal Order of Police, Capital City Lodge No. 9 for the term beginning January 1, 2019 and ending December 31, 2021," including the provisions relating to economic matters for which funds are hereby approved and which will be appropriated in accordance with the City Charter at the time for the annual budget appropriation ordinance for each year of said agreement.

SECTION 2. That the City Manager and Director of Law be and hereby are authorized and directed to execute said Agreement on behalf of the City and that the Assistant City Manager, Director of Finance, and Personnel Director, be and they are hereby authorized to execute said Agreement in their capacity as members of the City negotiation committee.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE**

**CITY OF WORTHINGTON**



**AND**

**THE**

**FRATERNAL ORDER OF POLICE  
CAPITAL CITY LODGE # 9**



**2016-20182019-2021**

[TO BE UPDATED]  
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## ARTICLE 1

### AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into as of the 1<sup>st</sup> day of January, ~~2016~~2019 as the result of collective bargaining by and between the City of Worthington, Ohio, (hereinafter referred to as the “City”), and the Fraternal Order of Police, Capital City Lodge No. 9, (hereinafter referred to as the “Lodge”).

Section 1.2. Purpose. This Agreement is made for the purpose of promoting mutual cooperation, establishing an orderly procedure for the resolution of differences between the City and the Lodge and maintaining orderly, constructive, and harmonious relations among the City, its employees and the Lodge.

Section 1.3. Scope and Validity.

- A. Scope. Unless otherwise indicated herein, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no provision for or specification about a matter, the City, its employees, and the Lodge shall be subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, and retirement of Members are not superseded by this Agreement, except where supplemental workers’ compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligibility lists are not subjects of bargaining under this Agreement.
- B. Validity. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within fourteen (14) days of receipt of a written request from one party to the other, and attempt to modify the invalidated provisions by good faith negotiations.
- C. No Other Conflicting Agreements. The City and the Lodge shall not ask a Member hereunder to make any written or verbal agreement which shall in any way conflict with this Agreement.

Section 1.4. Previous Benefits or Practices. Any previous benefit or practice not incorporated into this Agreement but which (1) has been continuous, known and sanctioned by the Division of Police, through the Office of the Chief, and (2) relates to Members as a group, and not as individuals, shall not be altered unless the alteration of such benefit or practice is in exercise of a Management Right as set forth in Article 6. The City Manager shall initially determine what matters constitute a previous benefit or practice.

## **ARTICLE 2**

### **RECOGNITION**

Section 2.1. Recognition. The City recognizes the Lodge as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees included in the Bargaining Units described in Section 2.2.

Section 2.2. Bargaining Units. Pursuant to Section 4117.06 of the Ohio Revised Code, there are established two (2) Bargaining Units within this Agreement. The first Bargaining Unit consists of all sworn police officers of the City who are below the rank of Sergeant. The second Bargaining Unit consists of all sworn police officers of the City who are of the rank of Sergeant and Lieutenant. Excluded from either Bargaining Unit, and thereby from coverage within this Agreement is the position of Chief, and any permanent position complying with Section 4117.01(F) (2), Ohio Revised Code. Inasmuch as the City and Lodge have agreed to multi-unit collective bargaining, reference throughout this Agreement to Members and/or Members of the Bargaining Unit shall mean employees within both Bargaining Units unless specified otherwise.

## **ARTICLE 3**

### **LODGE SECURITY**

Section 3.1. Lodge Member Deductions. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the City shall deduct Lodge membership dues, in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Lodge Member requesting same. The City shall deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month in which such fees and assessments are due from the pay of any Lodge Member requesting same. If a deduction is desired, the Member shall sign a payroll deduction form that shall be furnished by the Lodge and presented to the appropriate City official. The City shall furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Lodge Members for whom such deductions were made. Nothing herein shall prohibit Lodge Members covered by this Agreement from submitting dues, fees or assessments directly to the Lodge.

Section 3.2. Fair Share Fees. Members who are not Members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee: to the extent permitted by law.

If permitted by law:

Such fair share fee shall be certified by the Lodge to the City at such times during the term of this Agreement as is necessary to be accurate. Such payment shall be subject to an internal Lodge rebate procedure meeting all requirements of State and Federal law. Such fair share fee shall be automatically deducted by the City from the payroll check of each Member who is not a Member of the Lodge and shall be made in the first pay period of each month. The City shall furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Members from whom said deductions were made.

The automatic deduction for fair share fees shall be initiated by the City whenever a Member who is not a Member of the Lodge has completed his/her first sixty (60) days of employment. The provisions of Section 4117.09(C), paragraph three, of the Ohio Revised Code, apply in regard to Members who assert conscientious objections to payment of the service fee.

Section 3.3. Indemnification. To the extent permitted by law, the Lodge shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City in reliance upon the provisions of Sections 3.1 and 3.2.

Section 3.4. Bulletin Board. The Lodge shall be permitted to continue to maintain one (1) Lodge bulletin board of such size and at such location within the Police Department facilities as the Chief and City Manager shall reasonably approve. Current Lodge bulletins and Lodge material only will be permitted to be posted on said board and shall not be placed or posted elsewhere on City property.

Lodge officer or appropriate Lodge grievance representative shall periodically inspect the Lodge bulletin board and remove items of questionable content or unauthorized materials.

No Member shall place material on the Lodge bulletin board without authorization of a Lodge officer or appropriate grievance representative. All posted material shall be initialed by the authorizing representative.

Section 3.5. Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box at police headquarters for the purpose of collecting Members' ballots on all Lodge issues subject to ballot. Such ballot box shall not be so placed more than twelve (12) hours before the time balloting is to commence and shall be removed within twelve (12) hours after the time balloting is to conclude. Such box shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the City's review.

Section 3.6. Use of Department Mail and E-Mail. Bargaining Unit Representatives shall be permitted to place a reasonable amount of Lodge mail in the individual Police Department mail receptacles of Members. Such Lodge mail shall be limited to information related to Lodge business or Bargaining Unit representation, shall be the property of the Members to whom it is addressed, and shall not be subject to review by the City.

The Lodge shall be permitted to use the City's email or IT system for the purpose of providing information pertaining to Lodge business or Bargaining Unit representation to Members. The Lodge agrees the use of email or IT system will be reasonable and limited to providing information necessary for the normal conduct of Lodge business or Bargaining Unit representation. There shall be no expectation of privacy for any email or other electronic communication over the City email or IT system. If the Lodge elects to use the City email or IT system, it shall adhere to any rules, regulations or policies applicable to email distribution and email or IT use, and such email or other electronic communications may be subject to City review; this includes, but is not limited to, adherence to the City's Computer Security and Technology Use Regulations.

#### **ARTICLE 4**

##### **BARGAINING UNIT AND EMPLOYEE MEETINGS**

Section 4.1. Bargaining Unit Meetings. The Lodge shall be permitted, upon forty-eight (48) hours written prior notification to and approval by the Chief, to hold a reasonable number of meetings for the Lodge Members in the Bargaining Units or for all Members in the Bargaining Units at Police Headquarters, if space is available. If space for such meetings is not available at Police Headquarters or if the Lodge reasonably desires a City-owned location other than Police Headquarters, the Lodge shall be permitted, upon forty-eight (48) hours written notification to and approval by the City Manager, to hold such meetings at a City building, room, or facility, if space is available. If it is not practicable for the City to provide the requested location to the Lodge, the City shall notify the Lodge and make every effort to provide for an alternate meeting location in another City building, room, or facility.

Section 4.2. Employee Meetings. With the approval of the City Manager, the Chief may schedule and conduct one or more meetings of employees, including Members, in the Division of Police for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be voluntary. Notwithstanding any other provision of this Agreement to the contrary, Members who attend such meetings, irrespective of their duration, shall be compensated for one (1) hour at his or her regular hourly rate of pay.

#### **ARTICLE 5**

##### **NONDISCRIMINATION**

Section 5.1. In General. The City and the Lodge shall not discriminate against any Member of the Bargaining Units on the basis of the Member's age, race, color, sex, creed, religion, ancestry, national origin, disability, political affiliation, military status, or application for or participation in the Workers' Compensation program, as provided by law.

Section 5.2. Lodge Membership. The City and the Lodge shall not discriminate against any Member of the Bargaining Units on the basis of his or her Membership or non-Membership in the Lodge. The City shall not discriminate, interfere with, restrain, or coerce any Member because of or regarding his or her activities as a Member, officer, or representative of the Lodge.

Section 5.3. Fair Representation. The Lodge, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any Member of the Bargaining Units to become and remain a Member of the Lodge. The Lodge agrees to fairly represent all Members of the Bargaining Units subject to the provisions and procedures set forth in Sections 4117.11(B)(6) and 4117.12, Ohio Revised Code.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

Section 6.1. Management Rights. The City hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement and law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter and Ordinances of the City, the laws and the Constitution of the State of Ohio including, but not limited to, Chapter 4117 of the Ohio Revised Code, and the Constitution and laws of the United State, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the City and its properties and facilities;
- B. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of service, budget, use of technology, and organizational structure;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To determine and to take action to carry out the overall mission of the public employer as a governmental unit;
- F. To direct, supervise, evaluate, or hire employees;

- G. To determine the adequacy of and effectively manage and schedule the work force, including the right to reasonably assign work and overtime; and
- H. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

Section 6.2. Limitations. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of ordinances, resolutions, policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable law, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 7.1. Grievance Defined. A grievance is any alleged violation, misinterpretation or misapplication of (1) this Agreement; (2) a City ordinance, regulation, or policy related to the wages, hours or terms and conditions of employment of Members; or (3) a law not superseded by this Agreement and related to the wages, hours, of terms and conditions or employment of Members.

Section 7.2. Qualifications. A grievance may be initiated by an aggrieved Member or by the Lodge. The police officers' and police supervisors' grievance representatives (as set forth in Section 8.1) typically will be utilized as grievance representatives for their respective units, however, the Lodge reserves the right to designate which grievance representative(s) will be assigned for any given matter regarding representation of a Member. When a group of Members desire to file a grievance involving each Member of the group under substantially similar circumstances, the Lodge shall select one Member to process the grievance as the designated representative of the affected Members, provided that any such group grievance shall be expressly labeled as such and shall further identify the Members of the group with particularity.

A Member has the right to present grievances and to have them adjusted consistent with the terms of this Agreement. The Lodge shall have the opportunity to represent Members with regard to grievances, unless a Member waives, in writing, his or her right to be represented by the Lodge. If a Member waives his or her right to be represented by the Lodge, resolution of the grievance shall only apply to that Member, and such resolution shall not establish a precedence to be applied by the City to any other Member or Members under the same or similar circumstances.

Section 7.3. Jurisdiction. Nothing in this Grievance Procedure shall deny Members or the



Lodge any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (hereinafter referred to as the SERB) when these agencies properly have jurisdiction over the subject matter. However, once a Member or the Lodge elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the Lodge is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the Lodge elects to pursue a Grievance Procedure remedy in lieu of a legal or administrative remedy, the Member or the Lodge is thereafter precluded from seeking a remedy apart from the Grievance Procedure unless such remedy is specifically authorized by law and has not been superseded by this Agreement. Neither Members, including but not limited to past Members challenging separation from City employment, nor the Lodge may appear before the City's Personnel Appeals Board; provided, however, Members and past Members may appear before the City's Personnel Appeals Board only if the subject matter in dispute does not meet the definition of grievance in Section 7.1 and no other legal or administrative agency or remedy is or was ever available for the complaint, dispute or charge.

Section 7.4. Grievance Procedure. The following are the steps and procedures which shall be followed in processing a grievance:

- A. Preliminary Step. A Member having an individual grievance will first attempt to resolve it informally with his or her immediate supervisor within ~~seven~~ (14) calendar days following the event or circumstance giving rise to the grievance having occurred where the Member knew or should have known of such event or circumstance. Grievances brought to the attention of the immediate supervisor beyond the ~~seven~~ (14) day time limit need not be considered. At this Step, there is no requirement that the grievance be submitted or responded to in writing; however, a Lodge Grievance Representative may accompany the grievant should the latter request his or her attendance. If the Member is not satisfied with the response from his or her immediate supervisor at this Step, he or she may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Lodge Grievance Representative.
- B. Step One – Immediate Supervisor.
  1. When a Member has a grievance in which his or her supervisor's oral response in the Preliminary Step is unsatisfactory, the Member may then submit the grievance in writing to his or her supervisor, on the Grievance Form attached as Exhibit A, within ~~seven~~ (14) days following the oral response at the Preliminary Step. The supervisor shall date the form on the date of his or her receipt of it. Grievances submitted beyond the ~~seven~~ (14) day time limit need not be considered.
  2. Within ~~seven~~ (14) days of the receipt of the written grievance, the immediate supervisor shall affix a written response to the Form, date

and sign the response, and return one copy of it to the grievant. If the grievant does not refer the grievance to the Second Step within ~~seven~~ (7fourteen (14)) days after the Member's receipt of the response rendered at this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two – Chief or Designee.

1. Should the grievant not be satisfied with the response in Step One, within ~~seven~~ (7fourteen (14)) days thereafter the Member may appeal the grievance to Step Two by delivering a copy of the Grievance Form, containing the written response at the prior Step to the office of the Chief or his/her designee who shall date the Form on the date of its receipt.
2. Upon receipt of the Grievance Form, the Chief or his/her designee shall investigate the grievance and shall schedule and conduct a meeting within ~~seven~~ (7fourteen (14)) days to discuss the grievance with the grievant who may bring a Lodge Grievance Representative to the meeting. A Lodge Representative may also attend this meeting.
3. In the meeting called for at this Step, the Chief or designee shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within ~~seven~~ (7fourteen (14)) days after the meeting at this Step, the Chief or designee shall submit to the grievant and a Lodge Grievance Representative a written response to the grievance.

D. Step Three – City Manager.

1. Should the grievant not be satisfied with the response in Step Two, within ~~seven~~ (7fourteen (14)) days thereafter he or she may appeal the grievance to Step Three by delivering a copy of the Grievance Form, containing the written responses at the prior Steps to the office of the City Manager who shall date the Form on the date of his receipt of it.
2. Upon receipt of the Grievance Form, the City Manager shall schedule and conduct a meeting within ~~seven~~ (7fourteen (14)) calendar days to discuss the grievance with the grievant who may bring a Lodge Grievance Representative. A Lodge Representative may also attend this meeting.
3. In the meeting called for at this Step, the City Manager shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within ~~seven~~ (7fourteen (14)) days of the meeting at this Step the City Manager shall submit to the Grievant and the Lodge Grievance Representative a written response to the grievance.



Section 7.5. Submission to Arbitration. If a grievance is not satisfactorily resolved at Step 3, the grievant, with the approval of the Lodge President, may submit a request to arbitrate the grievance to the City Manager within fourteen (14) calendar days following the date of the written response of the City Manager pursuant to Step 3. Failure to request arbitration within such fourteen (14) day period shall render the grievance withdrawn.

Section 7.6. Discretionary Matters Not Subject to Arbitration. Any discretionary matter vested in the City or the City Manager by this Agreement shall not be subject to arbitration.

Section 7.7. Arbitration. After receipt of a written request to arbitrate any grievance from the Lodge President, the City Manager or designee and the Lodge President or designee, shall attempt to agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within ~~ten (10)~~fourteen (14) days from the day of the request for arbitration, the arbitrator shall be selected by the parties making a joint request to the American Arbitration Association for a panel list of seven (7) Labor arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may reject the list and submit a request for another list from the arbitration tribunal. Each party may reject only one list.

The grievance shall be submitted to the Arbitrator in writing. The Arbitrator shall hold a hearing on the grievance unless the Lodge and the City mutually agree that the grievance be submitted on the written stipulations, position statements, or briefs of the parties.

Either party, at the commencement of the arbitration hearing, may raise the question of arbitrability of any grievance, and such question shall be resolved by the Arbitrator prior to any further proceeding on the merits.

In issuing a decision, the Arbitrator shall:

1. Have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement;
2. Not establish any new or different wage rates not negotiated as part of this Agreement;
3. Consider and make a decision only with respect to the specific issue or issues of interpretation or application of this Agreement appealed to arbitration;
4. Have no authority to make a decision on any issues not submitted.

The Arbitrator shall submit a written decision setting forth findings and the award, if any, to the City Manager and the Lodge President within thirty (30) days following the close of the hearing and after the review of any post-hearing briefs if such briefs are filed within

thirty (30) days of the hearing, unless the parties agree to an extension thereof.

The decision of the Arbitrator shall be final and binding on the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

The City and the Lodge shall equally share the cost of the arbitration proceeding. Each party shall be responsible for compensating its own representative and witnesses. The costs of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties; if not, the party requesting the transcript shall pay the cost thereof. Employee witnesses shall be allowed release time with pay for the purpose of giving testimony if the hearing is held during the work time of such employees and, if advance notice of the necessity for the presence of such employees has been given to the City. In no event shall this result in overtime pay for any Member unless the City makes such request for appearance.

Section 7.8. Special Provision for Disciplinary Grievances. A grievance involving the suspension, reduction in rank or pay, or dismissal of a Member may be subject to the Arbitration provisions of Section 7.7 of this Agreement. Selection of arbitration by the Member shall constitute an irrevocable waiver by such Member of any right which he or she may have to seek relief or other remedy through any available procedure not selected.

The Arbitration Panel in its consideration of a grievance may affirm, disaffirm, or modify any disciplinary action taken against a Member.

Section 7.9. Calendar Days. For the purpose of counting time, “days” as used in this Article shall mean calendar days.

Section 7.10. Time Limits. It is the intention of the City and Lodge that all time limits in this Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, mutually agreed upon short time extensions may be granted but must be either in writing and signed by the parties or via an email exchange between the parties. In the absence of such mutual extensions, the grievant may, at any Step before Step Three (City Manager) where a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Where a response is not forthcoming within the specified time limits at Step Three (City Manager), the grievant may presume the relief requested in the grievance to have been granted by the City in full, and the City shall immediately implement the Member-grievant’s relief requested, except where the requested remedy would constitute a violation of law. Any Step in the Grievance Procedure may be waived by mutual consent.

Section 7.11. Nondiscrimination. No Member or official of the Lodge shall be removed, disciplined, harassed or discriminated against solely because he or she has filed or pursued in good faith a grievance under the Procedure of this Agreement.

## ARTICLE 8

### LODGE REPRESENTATION

Section 8.1. Lodge Grievance Representative. The Lodge may designate three (3) Lodge Grievance Representative(s), who shall be Member(s); two (2) from the police officers' Bargaining Unit and one (1) from the police supervisors' Bargaining Unit. Subject to the provisions of Section 7.2, the function of the Lodge Grievance Representative shall be to represent the interest of and to assist Members in matters pertaining to grievances. Where possible, the work schedule of the Representative shall be temporarily adjusted, without loss of pay or requiring leave, to permit the respective Lodge Grievance Representative to provide such representation or assistance.

Section 8.2. Lodge Business. One of the Lodge Grievance Representatives may be designated by the Lodge as Representative Chairperson. The Representative Chairperson shall be permitted to transact a reasonable amount of official Lodge business directly affecting Members, provided that:

1. There is no interference with, disruption of, or interruption in, normal departmental operations or the work of such Representative Chairperson or any Member;
2. Such business is conducted principally at Police Headquarters or, if reasonably necessary, at a City or other public office or at the office or other facility of the Lodge.

Section 8.3. Lodge Official. The City acknowledges that Members may hold office in the Lodge. On January 1st of each year, the City shall provide a bank of one hundred and twenty-eight (128) hours of paid time to be used by any office holder, and/or delegate(s) to attend to Lodge matters related to office duties, approved in advance by the City, provided that: (1) such time off does not, in the opinion of the Chief, adversely affect departmental schedule and operational requirements and (2) such time off shall not be devoted to collective bargaining on behalf of the Lodge with the State, a county, or any political subdivision. Subject to those same conditions, consideration shall be given to allow Lodge Officials and/or delegates to take compensatory time or vacation time off to attend to Lodge matters. Lodge Grievance Representatives designated pursuant to Section 8.1 may also use time under, and in accordance with, this section 8.3 to attend Lodge sanctioned labor relations training. The bank of one hundred and twenty-eight (128) hours set forth in this Section 8.3 will be tracked jointly by the Lodge and City, with periodic reports to the Finance Department, and be subject to any usual and customary procedures put in place by the City for paid leave use such as Kronos.

Section 8.4. Labor Relations Meetings.

- A. The City and the Lodge recognize the benefit of an exchange of ideas and information. In the interest of promoting this exchange of ideas and information,

labor relations meetings shall be held four (4) times each calendar year when requested by either party and otherwise when mutually agreeable. Such meetings shall be held at mutually agreeable days and times and include not more than ~~seven~~ ~~(7)~~ ~~six~~ (6) representatives of the City and the Lodge. Persons who are specialists in the subject matter under discussion may be brought into labor relations meetings by the mutual agreement of the City and the Lodge. An agenda will be exchanged by the City and the Lodge at least three working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add, or delete from provisions of this Agreement.

- B. Members of the Lodge Labor Relations Committee on duty will be permitted to attend Labor Relations meetings in on-duty status. Committee Members not regularly scheduled for duty may flex their work schedules, with approval of the Chief or designee; if flex scheduling is not approved, a Member will be compensated with compensatory leave not to exceed two (2) hours per meeting.

## ARTICLE 9

### DELEGATES

Section 9.1. Delegates. A reasonable number of Members, normally no more than three (3) Members, who are duly elected or selected delegates or alternates to the State or National Conferences of the Fraternal Order of Police shall be allowed reasonable time to attend such functions so long as the needs of the City in providing police protection to the community are not, in the opinion of the Chief and City Manager, adversely affected. Subject to the foregoing, to the extent any such time is during such delegates' scheduled work hours, they shall be given consideration to a schedule rearrangement, or shall be allowed to use their vacation time or compensatory time.

## ARTICLE 10

### POLITICAL ACTIVITY

Section 10.1. Political Activity Permitted. Members, as representatives of the Lodge who are off-duty and not in identifiable uniform, shall be permitted to engage in the activities of the Lodge Political Education Committee, and other political activity to the extent permitted by applicable law. However, a Member shall not serve as a Chairman or Treasurer of a political candidate's campaign committee.

## ARTICLE 11

### TEMPORARY ASSIGNMENT, VACANCY AND PATROL SHIFT ASSIGNMENT

Section 11.1 Temporary Assignment. Any assignment to be made for a period of less than thirty (30) days shall be a temporary assignment subject to discretionary assignment by the Chief and not subject to the provisions of this Article. A temporary assignment which extends beyond thirty (30) days shall, on the thirty-first (31<sup>st</sup>) day, be subject to the provisions of this Article. A member may only be subjected to one temporary assignment per twelve (12) month period of time, beginning with the commencement of the thirty (30) day temporary assignment. However, more than one temporary assignment can be made if it is mutually agreed upon by all parties involved and with the approval of the Chief. Also, a member may be assigned more than one temporary assignment when an emergency occurs, as determined by the Chief.

Section 11.2. Vacancy In A Non-Patrol Or Patrol Assignment Not Subject to Annual Shift Bid Upon a determination by the Chief of Police that a vacancy in a non-patrol assignment *or* patrol assignment which is not subject to annual shift bidding exists or when such an assignment extends beyond thirty (30) days, it shall be posted at a conspicuous place at Police Headquarters for a period of seven (7) calendar days. The posting shall include a statement as to the hours of the shift assignment and the days off.

Any Member may indicate his or her interest in such a vacancy or assignment by filing a written application with the Chief of Police within the posting period. The vacancy or assignment shall be filled by the Member who, in the sole discretion of the Chief of Police, possesses the requisite skills, training, and other qualifications necessary to fill the vacancy. The Chief shall consider and give weight to the seniority of the member in making this decision. The Chief retains the discretion to fill the vacancy by assigning the less senior member.

Section 11.3 Patrol Shift Vacancy. Upon a determination by the Chief that a vacancy in a patrol assignment subject to annual bidding exists during a calendar year or when a temporary patrol assignment subject to annual bidding extends beyond thirty (30) days, it shall be posted in a conspicuous place at Police Headquarters for a period of not less than five (5) calendar days. The posting shall include a statement as to the hours of the shift assignment and the days off.

Any Member may indicate his or her interest in the patrol shift vacancy by filing a written application with the Chief of Police within the posting period. The vacancy shall be filled by the most senior Member, who, in the sole discretion of the Chief of Police, would best further the operations of the Division of Police. The Chief retains the discretion to fill the vacancy by assigning the less senior member.

Section 11.4. Annual Patrol Shift Assignment. When practical, the annual patrol shift

assignment bid process shall begin in the first week of October. A blank shift schedule for the upcoming calendar year (for the first pay period after January 1 through the last pay period before January 1 of the subsequent year) will be distributed by the Patrol Operations Lieutenant or his or her designee throughout the Division. The most senior patrol sergeant begins the process by placing his or her name on the schedule (or authorizing his or her name to be placed on the schedule) within two (2) working days of the posting and continues until the last sergeant position is filled. The process continues by seniority similarly with the most senior patrol officer until the last position is bid.

The patrol shift assignment bid shall be approved by the Chief and filled with the most senior member, who, in the sole discretion of the Chief, would best further the operations of the Division. The Chief retains the discretion to fill the annual patrol shift assignment by assigning a less senior member. This may be done by either (a) the Chief announcing to the Patrol Division prior to the bid process commencing that one or more patrol shift assignments will not be subject to bid and will be filled only by assignment, or (b) the Chief disapproving a member's annual shift assignment bid, resulting in the member displaced by the assignment bid disapproval and all other less senior members rebidding annual shift assignments by seniority, unless a member by seniority voluntarily accepts the assignment disapproval by the Chief.

In either case ((a) or (b) above), if a patrol shift assignment is filled by a less senior member, the Lodge may request that the Chief shall set forth in writing his reasons for filling the patrol shift assignment with a less senior member including how such selection promotes the effectiveness and efficiency of the Division. The selection of a less senior member for a shift assignment may be a proper subject for the grievance procedure or a proper topic for labor relations.

For the purpose of *Sections 11.2, 11.3 and 11.4*, "*seniority*" shall mean continuous service in a member's current rank, without break or interruption. A "break or interruption" in continuous service shall include resignation, discharge, or unauthorized leave of absence from employment and shall not include authorized leaves of absence (with or without pay) or suspension from work for disciplinary reasons.

Section 11.5. Members on Extended Authorized Leave. The bid procedures established in Sections 11.3 and 11.4 shall not be applicable to Members assigned to Patrol who are on authorized leave and medically unable to perform their regular patrol duties, unless the Member provides documentation to the Chief from a health care provider, which certified that the Member will be capable of performing their regular patrol duties, without restriction, on or before ninety (90) days after the effective date of the patrol assignments that are being posted for bid. Members who are precluded from bidding on an assignment under this Section 11.5 shall be assigned at the discretion of the Chief until such time that the Member is eligible to participate in a bid conducted in accordance with Section 11.3 or 11.4.



## ARTICLE 12

### SUBSTANCE ABUSE AND TESTING

Section 12.1. Purpose. The City and the Lodge recognize that the ability of a Member to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse. In an effort to promote safety; to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive; and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, assistance, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which present an immediate risk to Members, the general public, and/or other employees of the City;
- B. Identifying Members with drug or alcohol dependency problems;
- C. Providing assistance to Members with drug or alcohol dependency problems; and
- D. Providing the necessary corrective actions or discipline.

Section 12.2. Responsibility. Although it is the responsibility of every Member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose an immediate risk to safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Section 12.3. Definitions. Notwithstanding any other definitions to the contrary, the following definitions shall govern this Article:

- A. "Legal drug" means prescribed drugs and over the counter drugs that have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- B. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained. "Illegal drug" shall include prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. For purposes of this Article 12, "illegal drug" shall also include medical marijuana.

Section 12.4. Prohibited Conduct. For purposes of this Article and in addition to the provisions of any criminal law, no Member shall, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Use or be under the influence of alcohol except when in the line of duty and reasonable and authorized by the Chief of designee; or
- B. While using any legal drug be impaired to the point that he or she cannot perform his or her assigned duties;

Or at any time:

- C. Use, sell, purchase, transfer or possess any illegal drug, except when in the line of duty and reasonable and authorized by the Chief or designee.

Any Member who fails to adhere to test procedures shall be subject to discipline for such refusal or failure. Any Member who refuses to submit to a test, adulterates or attempts to adulterate a test, or “substitute” a test shall be subject to discipline, including discharge.

Section 12.5. Reasonable Suspicion and Random Testing. A Member shall be tested for alcohol or drug usage where there exists a reasonable suspicion to believe that he or she is affected by the presence of alcohol or drugs. Such Reasonable suspicion shall be established on the basis of objective evidence which may include appearance, behavior, speech, or other observable cause, and a record of such reasonable suspicion shall be reduced to writing as soon as practicable and a copy thereof given to the Member.

The fact that a Member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable suspicion to believe that he or she has been affected by the presence of such a legal drug, provided, however, that the ultimate disposition of the matter shall take such fact into consideration when determining whether there exists a reasonable suspicion for testing.

Members shall be subject to the City implementing random drug and alcohol testing at the City’s option and at its sole discretion. If the City implements random drug and alcohol testing, it may issue additional testing procedures pursuant to Article 19, Work Rules.

Random testing will be done no more than quarterly and shall test no more than one (1) Member per quarter. Random testing shall be conducted by an independent lab contracted by the City. The random testing selection method will be scientifically valid, for example a random number table or a computer based random number generation matched by a payroll I.D. number or other comparable identifying numbers.

Members notified of their selection for random testing shall proceed immediately to the designated collection agency. Members who are on approved leave, vacation, or already absent from work at the time of their selection will be excused. Any refusal when ordered to promptly submit to random testing shall subject the Member to disciplinary action up to and including discharge.

Section 12.6. Testing Procedures. Upon determining that a Member must submit to a



urinalysis test for reasonable suspicion of alcohol or drug usage, the supervisor shall give the Member an opportunity prior to the test, to request the presence, or to seek the advice, of a Lodge Representative. The Member and the Lodge Representative shall be afforded an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor who shall make a written notation thereof. The supervisor shall determine, after considering all of the circumstances, whether the reasonable suspicion test shall be administered. Any urinalysis test shall be given immediately after discussion with the Member and the Lodge Representative, but no more than one hundred twenty (120) minutes after the reasonable suspicion cause determination has been made, whichever is sooner.

Section 12.7. Urine Samples. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "HHS": Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection and processing of urine samples shall, in the case of alcohol testing, comply with the commonly accepted testing methodology used in the community. The City shall contract with a certified laboratory for the processing and testing of urine samples.

In the presence of the Member, and without ever leaving his or her sight, each urine sample taken shall be placed in a sterile screw capped, self sealed, tamper resistant urine collection container which shall be sealed and labeled and then initialed by the Member. The sample shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The collection of urine samples shall allow individual privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided.

The laboratory shall commence testing only if the container is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member.

Section 12.8. Testing Methodology. The laboratory shall employ such initial and confirmatory testing methodologies as are generally recognized and accepted as valid for the detection of the presence of alcohol or drugs. At a minimum, tests shall be conducted for the presence of alcohol, marijuana, cocaine, opiates, amphetamines, phencyclidine, and any drug listed as a Schedule I or II controlled substance under either federal or state law.

Section 12.9. Test Results. Test results shall be initially certified only to the Personnel Director, and shall be and remain confidential except to the extent that further action in accordance with this Article is taken, and then disclosed only on a need to know basis pursuant to applicable law.

Section 12.10. Discipline or Other Disposition. A positive test result for alcohol or drug usage may, depending on individual circumstance, result either in discipline or referral to the Member Assistance Program (MAP) as set forth in Article 14. In addition, any Member who voluntarily seeks assistance with a drug or alcohol dependency problem shall not be required to, but may, submit to a test and shall be initially referred to the MAP without any

disciplinary action being taken.

A positive test result for alcohol or drug usage shall result in discipline to a Member where:

- A. Job performance is or would be adversely affected; or
- B. The Member has been given an opportunity, but has declined to participate in the MAP;
- C. The Member has participated in the MAP, in which case the progress of recovery of such Member shall be taken into consideration in any disciplinary action; or
- D. The Member has violated Section 12.4 on more than one occasion.

## ARTICLE 13

### USE OF TOBACCO PRODUCTS

Section 13.1. Purpose. The City and the Lodge recognize the adverse affects of the use of tobacco products on the user of tobacco products and those who work with and in the same environment with the users of tobacco products. Tobacco products include chewing tobacco and snuff products and vaping products.

Section 13.2. No Tobacco Use Areas. All City property, including but not limited to police buildings and vehicles, is designated a no tobacco use area.

Section 13.3. No Tobacco Use On Duty. Tobacco products are not to be used when Members are on duty, including when on special duty, when in formation or part of a ceremony, when in direct contact with a member of the public, or when in view of the general public.

Section 13.4. No Cigarette Use for New Employees. Members whose first date of employment as a police officer with the City is after January 1, 2016 are required to sign a no cigarette use and no vaping use agreement as a condition of employment that is applicable 24 hours a day.

## ARTICLE 14

### MEMBER ASSISTANCE PROGRAM

Section 14.1. Purpose. The City and the Lodge recognize the value of a Member Assistance Program (hereinafter referred to as "MAP") to aid Members who are affected by alcoholism or other substance abuse conditions which manifest themselves in adverse health, behavioral, emotional, and family-related problems and in impaired work

productivity and effectiveness. The City and the Lodge acknowledge that such conditions are illnesses or problems which may be successfully treated or resolved. It is the purpose of this Article to make such treatment or resolution reasonably available to Members.

Section 14.2. Policy. It is the policy of the City that local assistance services should be made reasonably available to a Member with an alcohol or other substance abuse problem which either results in noticeable changes in work performance or adversely affects the personal life of such Member. This policy strongly encourages such a Member to seek professional assistance or other appropriate means of support for resolving such problems. In furtherance of such policy, the following shall apply to the Member Assistance Program authorized by this Article.

- A. A Member who has an alcohol or other substance abuse problem which may or does affect work performance is encouraged to voluntarily seek information and counseling on a confidential basis by utilizing such benefits as are available under the health plan of the City.
- B. Whenever a Member refers himself/herself or is formally referred for diagnosis and treatment, all records pertaining to such rehabilitation and treatment shall be kept in strictest confidence by the City, separated from the personnel file of the Member.
- C. It is not the intent of the MAP to interfere in matters of discipline. Participants in a treatment program who are in compliance with the terms of said program shall be given due consideration in disciplinary action provided that the participant shall cause reports to be made to the City by the agency or individual providing treatment as to whether the Member is keeping scheduled appointments and is otherwise complying with the recommended course of treatment. Such reports shall be made to the City, at reasonable intervals, during the time of treatment or rehabilitation.
- D. In cases involving professional treatment or rehabilitation, paid leave will be granted on the same basis it is granted for other health purposes. Leave without pay may be granted for treatment or rehabilitation when no paid leave is available to the participant.
- E. A Member who is a participant in the MAP is responsible for correcting identified unsatisfactory work performance or behavior which is a result of alcoholism or other substance abuse.
- F. Nothing in this policy shall be interpreted as constituting a waiver of the responsibility of the City to maintain discipline or of its right to take disciplinary measures in accordance with the provisions of this Agreement.

Section 14.3. Referral Procedure. Whenever a Member voluntarily seeks assistance, the supervisor will discuss the matter privately with the Member and with the Member's Lodge Grievance Representative if the Member requests the involvement of such Representative. If it appears that alcoholism or other substance abuse is a problem, the supervisor or Lodge

Grievance Representative will only provide assistance in making appropriate professional treatment contact and will not delve into the nature of the problem nor attempt to diagnose or counsel the Member.

The City and the Lodge recognize that the City has the authority and responsibility to set acceptable work standards. If the work performance of a Member, who is a MAP participant, is deemed unsatisfactory, progressive disciplinary action may be taken by the City as set forth in this Agreement as it is not the intent of the MAP to interfere in matters of discipline as set forth in Section 14.2(C) above.

## **ARTICLE 15**

### **INVESTIGATIVE PROCEDURES**

Section 15.1. Intent. The City and the Lodge acknowledge that complaints or allegations involving the conduct of Members may be made which require the City to make inquiry into the facts and circumstance surrounding the complaints or allegations, and, where appropriate, to take responsive action. It is the intent of this Article to provide procedures which are designed to:

- A. Afford fairness to Members in the conduct of such inquiries, including the right to respond to any complaints or allegations;
- B. Conduct inquiries in a manner appropriate to the nature of the complaints or allegations;
- C. Strike a balance between the need to be responsive to legitimate concerns of the public and the need to protect Members from unwarranted accusations; and
- D. Result in responsive action being taken which is consistent with the outcome of an inquiry.

Section 15.2. Supervisory Initiated Discipline. Where discipline is initiated by a supervisor and where the supervisor reasonably believes that no discipline greater than a written reprimand may result, the provisions of this Article shall not apply, but the supervisor shall follow the Division of Police prescribed Internal Affairs procedures, applicable General Orders, and applicable laws, including Weingarten rights. However, where, as a result of supervisory initiated discipline, and where the supervisor reasonably believes that discipline greater than a written reprimand may result, and the supervisor or a superior officer decides to conduct an Internal Affairs Investigation where members are to be interviewed, the provisions of this Article apply, except for the provisions of Section 15.6(L).

Section 15.3. Criminal Investigation. Notwithstanding any other provision of this Article to the contrary, a Member who is the subject of a criminal investigation shall be accorded

all of the rights to which such Member is entitled under the Constitution of the United States and the State of Ohio.

Section 15.4. Citizen Complaints to a City Official. Upon being contacted by a citizen regarding a complaint against a Member, City officials will act in accordance with the following provisions:

- A. The official receiving the complaint from the citizen will advise the citizen that the preferred practice would be to contact the Division of Police directly, and to ask to speak to a supervisor. This initial contact may be made by phone or in person.
- B. If the citizen does not wish to contact the Division of Police, the City official should contact the Division of Police in a timely manner and advise a supervisor of the complaint. The City official receiving the complaint should obtain the name and phone number of the complainant, as well as, a detailed description of the complaint. The Police supervisor should then contact the complainant and provide an overview of how to initiate a complaint if they so choose, and advise them that if a complaint is not filed, only a limited review of the allegation will take place.
- C. While the Division and City shall attempt to follow the above procedures, at times a complaint will come to an official unfamiliar with the above and in such a case he or she shall act in the best interest of the City and seek to formally or informally report such complaint to the Division.

Section 15.5. Citizen Complaint.

- A. The supervisor, internal affairs officer or designee will have the complainant complete the Division of Police complaint form. The supervisor, internal affairs officer or designee will request that the citizen sign the complaint form. A statement from the citizen should be taken, and if possible, notarized by a Division notary. The interview is to be recorded.
- B. If the subject of a complaint which, if true, could result in discipline of nothing more than a minor reprimand and is not criminal, then such complaint shall be deemed minor in nature.
- C. The receiving supervisor of a complaint who, upon careful evaluation, reasonably believes that the complaint is minor in nature and not criminal and that the resulting disciplinary action can be no more than a minor reprimand, shall do the following:
  - 1. Contact the Member's immediate supervisor, advise of the complaint, and advise the Bureau Commander. The immediate supervisor shall meet with the Member and go over the complaint.
  - 2. After step (1) above, the complaint may be forwarded directly to the Internal Affairs Officer.

3. In all instances, the Chief shall be notified of the complaint and receive a copy of the complaint form.
- D. If the complaint is not deemed minor in nature, the procedures set forth in Section 15.6 below shall be followed. This shall occur in all instances where:
1. The subject of a complaint which, if true, could reasonably result in disciplinary action involving a written reprimand, suspension, reduction in rank or pay, or dismissal; or
  2. The subject of an allegation which, if true, could reasonably result in criminal charges being filed against the Division Member.

Section 15.6. Interview Procedures.

- A. If the complaint may result in discipline at the level of written reprimand or above or the allegation is criminal in nature the Member shall receive written notice, prior to any interview, of the allegations against the Member and a copy of any written complaint. This notice should normally be given at least twenty-four (24) hours prior to the scheduled interview.
- B. If an interview is conducted by a Member of the Division, it will be conducted by a Member whose rank is higher than the rank of the Member being interviewed. Interviews shall be conducted at a reasonable time and for a reasonable period of time;
- C. Administrative pressures, threats, coercion, or promises shall not be employed for any purpose during the course of an interview;
- D. In the case of a disciplinary interview, the Member shall be afforded the opportunity to consult with a Lodge Representative and/or Lodge Attorney prior to an interview. The Member shall have the right to have a Lodge Representative and/or Lodge Attorney present during the interview;
- E. In the case of a criminal investigation, the Member shall be afforded the opportunity to consult with and to have present during the interview, a Lodge Attorney and/or counsel of his or her choosing;
- F. At the request of the Member, he or she shall be given a reasonable amount of time, prior to or during the interview, to locate and provide any documents in his or her possession regarding the complaint or allegation;
- G. The interview shall be limited in scope to those activities, circumstances, events, conduct or acts which pertain to the complaint or allegation;
- H. In the case of a disciplinary interview, a Member who declines or refuses to answer questions may be charged with insubordination or like offense, if after being advised that such declination or refusal may, if continued, be the basis for such a

charge;

- I. In the case of a criminal investigation, a Member may request or consent to a polygraph examination, the result of which shall only be admissible as determined by applicable law;
- J. In the case of a disciplinary interview, a Member may request or consent to a polygraph examination, the results of which shall only be used if the City can produce additional corroborative evidence to support the allegations related to any contemplated disciplinary action;
- K. Interviews shall be conducted with no unreasonable delay;
- L. Any interview of the Member to the matter under investigation shall be recorded by the City unless waived by both parties. Any interviews with the complainant and/or any potential witness shall be recorded. A copy of the complete taped interview, if any, shall be furnished at no cost, upon request, to the Member;
- M. A Member who is the subject of an interview shall be advised in writing of its disposition. If the Member is to be disciplined, he or she shall be provided with written notice of the charges;
- N. If disciplinary action is contemplated, a Member shall be afforded, in advance of any pre-disciplinary conference, access to all written documents, evidence, and taped interviews maintained as part of the inquiry. The Member shall furnish the City with all written documents and evidence the Member expects to produce at any pre-disciplinary conference.

Section 15.7. Anonymous Complaints. An anonymous or unsigned complaint alleging non-criminal inappropriate conduct by a Member shall be subject to investigation only if corroborative evidence can be obtained. If a complainant refuses to make his or her complaint in writing or to sign the complaint, the police supervisor will attempt to verify the true identity of the complainant and record in writing all allegations made by the complainant. If no such corroborative evidence exists, no investigation shall occur, no disciplinary action shall be taken against the accused Member, and the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report regarding the allegation. This does not preclude constructive discussion between a Member and his or her supervisor.

Section 15.8. Grievance Procedures. If any of the procedures set forth in this Article are alleged to have been violated, such allegations of procedural violations only (and not the conclusion) shall be subject to the grievance procedure beginning at the City Manager level.

## ARTICLE 16



## DISCIPLINE

Section 16.1. Discipline for Cause. No Member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. In addition to violations of Laws and Ordinance, Personnel Rules and Regulations, Departmental Rules and Regulations, and this Agreement, examples of just cause may include, but are not necessarily limited to, the following:

- A. Failure to follow the lawful orders of a person authorized to give such orders;
- B. Absence from work without permission;
- C. Habitual absence or tardiness;
- D. Failure to perform assigned work in an acceptable manner;
- E. Waste of material, property or working time;
- F. Inability to get along with fellow employees so that work is hindered or does not meet required standards;
- G. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;
- H. Rudeness in dealing with the public;
- I. Any conduct which adversely reflects on the professional reputation of the Member, the Division of Police, or police officers in general, or which evidences a lack of fitness or ability of the Member to perform the duties of a police officer in accordance with the standards of service established by the City for its Division of Police; or
- J. Any felony, any crime involving a minor, any sex offense, any offense of violence, any theft offense, or any drug abuse or alcohol related offense. Any Member who is charged with or arrested for any such offense may be placed on administrative leave (with pay), but may not be placed in a non-pay status or be discharged for reasons related to the offense until a final disposition of the matter is made.

Section 16.2. Progressive Discipline. The principles of progressive disciplinary action shall be followed with respect to minor offenses. For a minor offense, a minor reprimand, a formal written reprimand, and a suspension or demotion shall be given prior to dismissal. Disciplinary action shall ordinarily be taken in the first instance by the Member's immediate supervisor and secondarily by higher supervisory authority in the Division. The failure of the immediate supervisor to take such action shall not preclude any higher supervisory authority in the City from initiating disciplinary action. Such action may consist of any action which is appropriate to the offense including:

- A. Minor reprimand;



- B. Formal written reprimand;
- C. Suspension from duty without pay or demotion;
- D. Dismissal.

Any disciplinary action which affects the pay or status of a Member shall be reviewed and approved by the City Manager prior to becoming effective. Nothing in this Section shall be deemed to preclude a Member from being relieved of duty, with pay, if in the judgment of any higher supervisory authority such action is necessary. In all cases of discipline, the Grievance Procedure set forth in this Agreement and, where not in conflict with this Agreement, the Worthington Codified Ordinances shall control.

Disciplinary action shall, in all cases, be dealt with in a confidential manner. Specifically, Members who are or who may be the subject of any disciplinary action and supervisors who take or are considering taking any disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons except those who by regulations, ordinance, or other law are entitled to such information.

Section 16.3. Responsibility for Discipline. The duty of maintaining discipline among Members shall rest initially with the immediate supervisor who may consult, or be ordered to consult, up the chain of command culminating with the Chief of Police and finally with the City Manager or designee.

Section 16.4. Copy of Discipline Record. Whenever a disciplinary action is taken which results in a disciplinary action the Member shall be given a copy of such record.

Section 16.5. Pre-Disciplinary Conference. Prior to the imposition of any suspension, demotion, or dismissal, a Member shall be afforded the opportunity for a conference before the City Manager or designee. A Member may waive, in writing, his or her right to such a conference and, upon doing so, shall be deemed to have irrevocably waived his or her right to any appeal of the suspension, demotion, or dismissal under any other provision of this Agreement or the Charter and Ordinances of the City.

The Member shall receive, at least five (5) days prior to the date of the conference, written notice of (1) the date, time, and place of the conference, and (2) the specific matters or charges which will be considered at the conference, together with all written documents, evidence, and taped interviews maintained as part of the inquiry, as set forth in Section 15.6(N). The Member may request a continuance of the conference date, which shall be granted, provided that the rescheduled conference is held within a reasonable period of time. The City Manager, or designee, may also reschedule this conference.

At the conference, the City shall present the facts and circumstances which support the proposed suspension, demotion, or dismissal, together with all written documents, evidence, and taped interviews maintained as part of the inquiry, as set forth in Section 15.6(N). At the conference, the Member shall have the right to be represented by a Lodge representative and/or Lodge Attorney and to present testimony, documents, or other evidence and to call witnesses, but no right to call adverse witnesses or cross examine. The

City Manager shall record the conference and provide, upon request, a complimentary copy of the recording to the Member, ~~unless if either~~ the City Manager or designee ~~and/or~~ the Member ~~agree request~~ that a record ~~is unnecessary be made~~.

After the close of the conference, the City Manager, or designee, shall issue a written decision, and mail or deliver it to the Member and the Lodge Representative and/or Lodge Attorney, if any, as soon as practicable. The City Manager, or designee, shall provide notice to the Member and the Lodge prior to making a statement to the media regarding the disposition of the conference.

If the City Manager and/or designee, was materially involved in the determination to seek a suspension, demotion, or dismissal, or in the investigation or consideration of the same, an individual, outside the Division of Police, with no such involvement, shall conduct the disciplinary conference provided by this Section. This individual shall be appointed by the City Manager.

## ARTICLE 17

### PERSONNEL RECORDS

Section 17.1. Personnel File. One personnel file shall be maintained for each Member and shall be in the custody of the Personnel Director. The personnel file shall contain all the official records of the City regarding an individual Member. Where past disciplinary actions or allegations of misconduct are relevant to considerations of future disciplinary action or of promotion, only those disciplinary actions of record contained in the personnel file shall be considered. A Member may review his or her personnel file at reasonable times upon written request to the Personnel Director. Copies of documents shall be made available to the Member at no charge; said copies shall be marked "Employee's Copy". The confidentiality of matters contained in a personnel file shall be the responsibility of the Personnel Director who shall release only such information permitted by law. The City shall comply with the provisions of Ohio law regarding personnel records of Members, including the provisions of Section 149.43 of the Ohio Revised Code. In recognition of the legal requirement to protect a Member from disclosure of certain personal information, including his or her home address and telephone number, the City (1), if the person seeking to inspect the personnel records of a Member chooses to identify himself or herself, will provide such information to the Member; and (2) prior to inspection, redact any information which is not subject to inspection pursuant to applicable law. A Member shall be notified of any inspection of his or her personnel file made pursuant to Section 149.43 of the Ohio Revised Code.

The City may ask for but shall not require a written request for copies of all or a portion of the personnel file of a Member and shall provide such copies no sooner than the close of the next business day after receipt of the request. The City shall endeavor to immediately notify the Member, by telephone or other practical means, of such request in order to provide the Member with the opportunity to take action with respect to such request.

Where a request to inspect or copy the personnel file of a Member has been made, the City

shall, as soon as practicable, make the file available to the Member without first requiring the Member to make a written request for access to the file.

Section 17.2. Retention of Records. All actions of record, including minor reprimands, written reprimands, suspensions, or dismissal, will be maintained in each Member's personnel file throughout the Member's period of employment with the exception that (1) records of minor reprimands shall be removed from the file, upon request of the Member, one (1) year after such was given if no further disciplinary action has occurred; (2) records of written reprimands will be removed from the file, upon the request of the Member, two (2) years after such was given if no further disciplinary action has occurred; (3) suspensions involving vehicular accidents, not resulting in death or serious injury, shall be removed from the file, upon the request of the Member, five (5) years after such was given if no further disciplinary action of the same or similar nature has occurred; and (4) suspensions other than those involving vehicular accidents shall be removed from the file, upon the request of the Member, six (6) years after such was given if no further disciplinary action of the same or similar nature has occurred. Written reprimands and suspensions so removed from a personnel file shall be moved to an out-of-date materials file. Items in the out-of-date file will not be used for progressive discipline. In any case in which a suspension, reduction in pay or position, or dismissal is disaffirmed through the Grievance Procedure or by an Arbitrator, or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmation. Copies of commendations, letters of appreciation and like matters concerning an individual Member shall also be maintained in his or her personnel file. The City shall take such steps as are necessary pursuant to Section 149.351 of the Ohio Revised Code to comply with the provisions of this Section.

Section 17.3. Inaccurate Documents. If, upon examining the personnel file, a Member has reasons to believe that there are inaccuracies in documents contained therein, he/she may write a memorandum to the Personnel Director explaining the alleged inaccuracy. If the Director concurs with the Member's contentions, the Director shall either correct or remove the faulty document or attach the Member's memorandum to the document in the file and note thereon his/her concurrence or disagreement with the memorandum's contents. The decision of the Personnel Director in regard to inaccurate documents shall be final.

Section 17.4. Placement of Material in Personnel File. No document which does not include as a part of its normal distribution a copy to the Member, or which does not originate with the Member, shall be placed in the personnel file unless the Member is provided a copy. Anonymous material shall never be placed in the Member's personnel file except as provided for in Section 15.7.

## ARTICLE 18

### SAFE EQUIPMENT

Section 18.1. Safe Equipment. The City and Members shall use their best efforts to maintain in the best possible working condition the tools, facilities, vehicles, supplies and equipment furnished by the City. Members shall be responsible for reporting potentially

unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

## **ARTICLE 19**

### **WORK RULES**

Section 19.1. Work Rules. The City shall promulgate and distribute work rules to all Members. An allegation by a Member that a work rule, General Order, or the like as applied to such Member is in violation of a specific provision of this Agreement or is in conflict with this Agreement shall be subject to the Grievance Procedure. The City will provide the Lodge copies of any revised or new work rules, General Orders, and like matters. The City shall not expect Members to comply with revised or new work rules, General Orders, or like matters until they have been promulgated and distributed.

## **ARTICLE 20**

### **NEGOTIATIONS AND DISPUTE RESOLUTION**

Section 20.1. Negotiation Committees. The Lodge and the City have the right to select their own Negotiations Committee and to change Committee Members at will. The Lodge specifically reserves the right to have the Lodge President or designee, the Lodge attorney, accountants or consultants selected by the Lodge, serve as Member(s) of the Negotiation Committee. Members serving on the Lodge's Negotiations Committee may serve on paid status during the portion of time when negotiations correspond to such Members' regularly scheduled on-duty time; where negotiations occur on a Member's regularly scheduled off-duty time, the Member shall be permitted, with approval of the Chief or designee, to flex his or her work schedule to attend negotiations in paid status.

Section 20.2. Obligation to Bargain. The City and the Lodge are obligated to bargain collectively with one another in good faith effort to reach agreement. Good faith means that both the City and the Lodge will deal with the chosen representatives of the other; will deal with each other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counterproposals, to compromise, and to make agreements, all subject to final ratification; will provide supporting data and rationale for its own proposals and counterproposals; will not assume positions at the beginning which it describes as fair and firm, and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reserve positions previously taken. Such good faith bargaining does not mean that either the City or the Lodge is compelled to agree to a proposal nor does it require the making of a concession.

Section 20.3. Information. The City and the Lodge shall provide each other with such relevant financial and other information as may reasonably be requested to assist the City and the Lodge, develop proposals and counterproposals, and to negotiate in good faith.

Section 20.4. Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21, of the Ohio Revised Code. Such meetings will be held at least once every week, unless mutually agreed otherwise, during a period of time agreeable to the parties.

Section 20.5. Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson designated by each party.

Section 20.6. Minutes. The City and the Lodge may each informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 20.7. Initial Meeting. At the initial negotiations meeting, the Lodge will explain the basic structure and content of its proposals, and at the second negotiations meeting, the City will explain the basic structure and content of its proposals, except that either the City or the Lodge may reserve its presentation as to economic matters to a later date. Nothing herein precludes either the City or the Lodge from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 20.8. Caucus and Adjournment. Both the City and the Lodge have the right to call a caucus at any time or to adjourn the negotiations session.

Section 20.9. Confidentiality. The City and the Lodge recognize the necessity of maintaining confidentiality during the collective bargaining process. To that end, there shall be no comment or release made to the media concerning any aspect of negotiations prior to five days before the arbitration hearing, unless such a release is made by mutual agreement.

Section 20.10. Agreement Approval.

- A. Bargaining Unit Approval. Within seven (7) days of the date upon which the Negotiations Committees finalize in Agreement, the Lodge shall submit to Members a request for ratification of the Agreement, the result of which shall be immediately communicated to the City.
- B. City Approval. Upon ratification by the Bargaining Unit and within fourteen (14) days of the date upon which the Committees finalize an Agreement, the City shall submit to City Council a request for approval of funds necessary to implement the Agreement, for approval of the remaining provisions of the Agreement, and for authority for the City Manager to execute same. City Council shall approve or reject the submission as a whole, and the submission shall be deemed approved if Council fails to act within thirty (30) days after the City submits the Agreement. When so approved by Council and by the Members, the Agreement shall be binding upon the City, City Council, the Lodge and the Members of the Bargaining Units.

Section 20.11. Reopening Negotiations. If either City Council or the Members reject the submission, either the City or the Lodge may reopen all or part of the entire finalized Agreement. Upon reopening, the City and the Lodge shall negotiate for a period of five

(5) calendar days in an attempt to reach an Agreement. If an Agreement is not reached and such period is not extended by mutual agreement, the provisions of Section 20.12 (Dispute Resolution) shall be followed notwithstanding the time provisions thereof.

Section 20.12. Dispute Resolution. Upon agreement of the parties that they are unable through negotiations to reach a successor Agreement, either the City or the Lodge, or both jointly may call for all issues in dispute to be submitted to the following negotiated Mediation-Arbitration procedure, in lieu of the provisions of Section 4117.14(C), of the Ohio Revised Code.

- A. Mediation. The State Employment Relations Board ("SERB") shall be requested to immediately appoint a mediator to assist the parties in the collective bargaining process.
- B. Arbitration. If, after receiving assistance of the SERB mediator, the City and the Lodge are unable to reach an agreement, they shall submit all issues in dispute to binding arbitration confined to a choice of the last offer of each party on each issue submitted. Mediation may continue pending the arbitration hearing.
- C. Citizen's Conciliation Council. A three (3) member Citizen's Conciliation Council (the "CCC") consisting solely of residents of the City of Worthington, shall be appointed. The City and the Lodge shall each select one member who shall select the third member who shall also be the CCC Chairperson. If the two members cannot agree upon a third member within five (5) days after their appointment, SERB shall be requested to appoint the third member.
- D. Arbitration Guidelines. The following guidelines shall apply to final offer settlement arbitration proceedings under this Article.
  1. The City and the Lodge shall submit to arbitration by the CCC those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Lodge.
  2. The City and the Lodge, in conjunction with the CCC, shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the CCC. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the CCC and the other party a written report summarizing the unresolved issues, each party's final offer as to the issues, and the rationale for their positions.
  3. At the arbitration hearing, the CCC, at the request of either the City or the Lodge, or on its own initiative, shall hear testimony from the parties and accept other evidence relevant to the issues in dispute. The CCC shall have the authority to issue subpoenas, administer oaths, and to make a written record of any hearing.
  4. After the hearing, the CCC shall, as expeditiously as practicable, resolve the dispute between the City and the Lodge by selecting, on an issue-by-issue



basis, from between each party's final offers on those issues in dispute, taking into consideration, pursuant to Section 4117.14(G)(7) of the Ohio Revised Code, the following items:

- a. Past Agreements between the parties;
- b. Comparison of the issues submitted to final offer settlement and each party's final offer as to each issue with respect to wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size in Central Ohio communities of similar size;
- c. 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 standards of public service;
- d. The lawful authority of the City;
- e. The stipulation of the parties;
- f. Such other factors as may be relevant to the decision of the CCC.

The determination of all issues shall require the majority vote of the CCC. The CCC shall make written findings of fact and shall issue a written opinion and order upon the issues presented to it, and upon the record made before it and shall mail or otherwise deliver a true copy thereof to the City and the Lodge.

E. Effective Date. Increases in rates of compensation and other matters with cost implications awarded by the CCC shall be effective upon expiration of the preceding contract, and retroactive to that date, if necessary. The parties may, at any time, amend or modify the CCC award or order by mutual agreement.

F. Agreement Continues. The parties shall continue in full force and effect all the terms and conditions of this Agreement for a period after the expiration date thereof, until the final decision of the CCC has been issued and incorporated into a new Agreement. The decision of the CCC, in accordance with Section 4117.14(I), of the Ohio Revised Code, is final and will be binding upon the parties. The City and the Lodge shall take whatever actions are necessary to implement the decision of the CCC in the shortest practicable period of time.

G. State Law. The award of the CCC made under this Agreement is subject to Chapter 2711 of the Ohio Revised Code.

H. Costs. The parties shall bear equally the cost of the arbitration procedure.

## ARTICLE 21

## **POLICE OFFICER SPECIAL DUTY**

Section 21.1. Special Duty. Special duty is the employment of a Member by a separate and independent employer for the purpose of performing law enforcement or related activities.

Section 21.2. Restrictions on Special Duty. A Member shall not be employed in a special duty capacity to work:

- A. More than twenty-five (25) hours of special duty per week, except where such Member is on leave (other than sick or disability leave). The intent of this provision is to limit the total number of scheduled and special duty hours worked in one work week to not more than sixty-five (65) hours in the aggregate;
- B. Unless approved by Chief or designee, in any establishment where alcoholic beverages are sold or consumed;
- C. In plain clothes outside the City of Worthington;
- D. As a bodyguard; or
- E. In any peacekeeping function including, but not limited to, labor strikes.

Section 21.3. No Overtime. Hours worked in a special duty capacity by a Member shall be excluded from the calculation of hours for which such Member may be entitled to receive overtime compensation.

Section 21.4. Worker's Compensation. Where a Member files a Worker's Compensation claim against a private employer for whom such Member was employed in a special duty capacity and such claim is denied on the basis that the Member was not an employee of such private employer, the City shall not contest the Member's status as an employee of the City in a claim filed against the City. Nothing contained in this Article shall be construed as limiting the right of the City to contest the nature and extent of the claim filed against the City by the Member.

Section 21.5. Injury Leave. A Member who is injured while performing special duty shall be entitled to injury leave pursuant to the provisions of Section 23.6 of this Agreement.

Section 21.6. Professional Liability Insurance. To the extent that special duty activities are not currently covered under the policy of professional liability insurance carried by the City, the City shall endeavor to obtain such coverage without, however, having to expend extraordinary funds to obtain same. The City shall endeavor to notify Members of any restrictions, exceptions, or exclusions contained in such professional liability insurance policy as it relates to special duty activities. The City does not make any representation regarding the extent of coverage under such policy of insurance, it being recognized by the Lodge and the City that coverage under such policy of insurance depends entirely on the facts and circumstances of each claim.



Section 21.7. Use of City Property. A Member who works in a special duty capacity may wear his or her uniform and may use such other equipment and property of the City as may be available for such use without interfering with the operations of the Division of Police.

Section 21.8. Discipline. The provisions of Article 15 shall apply to Members while working in a special duty capacity.

## ARTICLE 22

### WAGES

#### Section 22.1. Wage Rates:

#### ~~2016~~2019 ANNUAL WAGE SUMMARY

Effective from 1/1/~~2016~~2019 through ~~7/17/2016~~10/20/2019

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<b><del>Police Officer</del></b>					
<del>20A</del>	Average Hourly	26.0540	30.8773	33.2225	39.0117
	Average Biweekly	2,084.32	2,470.19	2,657.80	3,120.94
	Annual	54,192.30	64,224.83	69,102.72	81,144.42
<b><del>Police Sergeant</del></b>					
<del>27</del>	Average Hourly	41.3971	44.5868		
	Average Biweekly	3,311.77	3,566.94		

~~Annual 86,105.92 92,740.51~~

**~~Police Lieutenant~~**

~~32 Average Hourly 47.6057 49.4152~~

~~Average Biweekly 3,808.46 3,953.22~~

~~Annual 99,019.89 102,783.63~~

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<b><u>Police Officer</u></b>					
<u>20A</u>	<u>Hourly</u>	<u>28.2629</u>	<u>33.4952</u>	<u>36.0392</u>	<u>42.3193</u>
	<u>Biweekly</u>	<u>2,261.03</u>	<u>2,679.62</u>	<u>2,883.13</u>	<u>3,385.54</u>
	<u>Annual</u>	<u>58,786.90</u>	<u>69,670.01</u>	<u>74,961.47</u>	<u>88,024.10</u>
<b><u>Police Sergeant</u></b>					
<u>27</u>	<u>Hourly</u>	<u>44.9069</u>	<u>48.3670</u>		
	<u>Biweekly</u>	<u>3,592.55</u>	<u>3,869.36</u>		
	<u>Annual</u>	<u>93,406.25</u>	<u>100,603.34</u>		
<b><u>Police Lieutenant</u></b>					
<u>32</u>	<u>Hourly</u>	<u>51.6419</u>	<u>53.6048</u>		
	<u>Biweekly</u>	<u>4,131.35</u>	<u>4,288.38</u>		
	<u>Annual</u>	<u>107,415.11</u>	<u>111,497.95</u>		

In lieu of retroactive pay, each Member covered by this Agreement and actively employed by the City on ~~June~~October 1, 2016~~2019~~ shall receive a non-pensionable one-time lump sum ratification bonus from the City in the amount of ~~two~~three thousand ~~and five hundred~~ dollars (\$~~2,000~~3,500.00), minus applicable withholdings, issued with the pay date of ~~August 19, 2016~~October 25, 2019. This lump sum payment shall not be calculated or considered in or with any overtime or other payments.

Effective from ~~7/18/2016~~10/21/2019 through 12/31/~~2016 (3% increase)~~2019~~Range~~   ~~Period~~   ~~Step A~~   ~~Step B~~   ~~Step C~~   ~~Step D~~~~Police Officer~~~~20A~~   ~~Average Hourly~~   ~~26.8356~~   ~~31.8036~~   ~~34.2191~~   ~~40.1821~~~~Average Biweekly~~   ~~2,146.85~~   ~~2,544.29~~   ~~2,737.53~~   ~~3,214.57~~~~Annual~~   ~~55,818.07~~   ~~66,151.57~~   ~~71,175.80~~   ~~83,578.75~~~~Police Sergeant~~~~27~~   ~~Average Hourly~~   ~~42.6390~~   ~~45.9244~~~~Average Biweekly~~   ~~3,411.12~~   ~~3,673.95~~~~Annual~~   ~~88,689.10~~   ~~95,522.73~~~~Police Lieutenant~~~~32~~   ~~Average Hourly~~   ~~49.0339~~   ~~50.8977~~~~Average Biweekly~~   ~~3,922.71~~   ~~4,071.81~~~~Annual~~   ~~101,990.49~~   ~~105,867.14~~~~2017~~RangePeriodStep AStep BStep CStep DPolice Officer20AHourly30.002235.391438.011744.4802Biweekly2,400.172,831.313,040.943,558.42Annual62,404.5073,614.1179,064.3192,518.82Police Sergeant27Hourly47.145450.7093Biweekly3,771.634,056.75Annual98,062.44105,475.44Police Lieutenant32Hourly54.082556.1043Biweekly4,326.604,488.34Annual112,491.56116,696.892020 ANNUAL WAGE SUMMARY

Effective 1/1/~~2017~~2020 through 12/31/~~2017~~ (2.75% increase)2020

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<b><u>Police Officer</u></b>					
<del>20A</del>	Average Hourly	<del>27.5736</del>	<del>32.6782</del>	<del>35.1602</del>	<del>41.2871</del>
	Average Biweekly	<del>2,205.89</del>	<del>2,614.26</del>	<del>2,812.81</del>	<del>3,302.97</del>
	Annual	<del>57,353.07</del>	<del>67,970.74</del>	<del>73,133.14</del>	<del>85,877.17</del>
<b><u>Police Sergeant</u></b>					
<del>27</del>	Average Hourly	<del>43.8116</del>	<del>47.1873</del>		
	Average Biweekly	<del>3,504.92</del>	<del>3,774.98</del>		
	Annual	<del>91,128.05</del>	<del>98,149.60</del>		
<b><u>Police Lieutenant</u></b>					
<del>32</del>	Average Hourly	<del>50.3823</del>	<del>52.2973</del>		
	Average Biweekly	<del>4,030.59</del>	<del>4,183.79</del>		
	Annual	<del>104,795.23</del>	<del>108,778.49</del>		

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>2018</u> <u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<b><u>Police Officer</u></b>					
<u>20A</u>	<u>Hourly</u>	<u>30.9022</u>	<u>36.4531</u>	<u>39.1520</u>	<u>45.8146</u>
	<u>Biweekly</u>	<u>2,472.18</u>	<u>2,916.25</u>	<u>3,132.16</u>	<u>3,665.17</u>
	<u>Annual</u>	<u>64,276.64</u>	<u>75,822.53</u>	<u>81,436.24</u>	<u>95,294.39</u>
<b><u>Police Sergeant</u></b>					
<u>27</u>	<u>Hourly</u>	<u>48.5598</u>	<u>52.2306</u>		
	<u>Biweekly</u>	<u>3,884.78</u>	<u>4,178.45</u>		
	<u>Annual</u>	<u>101,004.31</u>	<u>108,639.70</u>		
<b><u>Police Lieutenant</u></b>					
<u>32</u>	<u>Hourly</u>	<u>55.7050</u>	<u>57.7874</u>		
	<u>Biweekly</u>	<u>4,456.40</u>	<u>4,622.99</u>		
	<u>Annual</u>	<u>115,866.31</u>	<u>120,197.80</u>		

**2021 ANNUAL WAGE SUMMARY**Effective 1/1/~~2018~~**2021** through 12/31/~~2018~~ (2.5% increase)**2021**

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<b><u>Police Officer</u></b>					
<del>20A</del>	Average Hourly	28.2629	33.4952	36.0392	42.3193
	Average Biweekly	2,261.03	2,679.62	2,883.13	3,385.54
	Annual	58,786.89	69,670.01	74,961.46	88,024.10
<b><u>Police Sergeant</u></b>					
<del>27</del>	Average Hourly	44.9069	48.3670		
	Average Biweekly	3,592.55	3,869.36		
	Annual	93,406.25	100,603.34		
<b><u>Police Lieutenant</u></b>					
<del>32</del>	Average Hourly	51.6419	53.6048		
	Average Biweekly	4,131.35	4,288.38		
	Annual	107,415.11	111,497.95		

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
<b><u>Police Officer</u></b>					
<u>20A</u>	Hourly	<u>31.6748</u>	<u>37.3645</u>	<u>40.1308</u>	<u>46.9600</u>
	Biweekly	<u>2,533.98</u>	<u>2,989.16</u>	<u>3,210.47</u>	<u>3,756.80</u>
	Annual	<u>65,883.55</u>	<u>77,718.10</u>	<u>83,472.15</u>	<u>97,676.75</u>
<b><u>Police Sergeant</u></b>					
<u>27</u>	Hourly	<u>49.7738</u>	<u>53.5364</u>		
	Biweekly	<u>3,981.90</u>	<u>4,282.91</u>		
	Annual	<u>103,529.42</u>	<u>111,355.70</u>		
<b><u>Police Lieutenant</u></b>					
<u>32</u>	Hourly	<u>57.0976</u>	<u>59.2321</u>		
	Biweekly	<u>4,567.81</u>	<u>4,738.57</u>		
	Annual	<u>118,762.97</u>	<u>123,202.74</u>		

Section 22.2. Pay Plan Administration. The following provisions shall apply to the administration of the pay plan as set forth in Section 22.1.

A. Police Officers.

The “A” step shall be the minimum rate and shall be the hiring rate for police officers. A Member shall be advanced by the City to the “B” step after successful completion of his or her initial probationary period which, unless extended, is twelve (12) months of continuous service from the member's initial hire as a Police Officer. A member's initial probation may be extended for a maximum of twelve (12) additional months. A Member shall be advanced by the City to the “C” step after completion of twenty-four (24) months of continuous service from date of hire. A Member shall be advanced by the City to the “D” step after completion of thirty-six (36) months of continuous service from date of hire.

B. Sergeants and Lieutenants.

When a Member is promoted to the rank of Sergeant or Lieutenant, the pay rate shall be step “A” of the rate provided for such rank. The Member shall be advanced by the City, to the “B” step after completion of twelve (12) months of continuous service from the date of promotion.

C. Continuous Service.

For the purpose of this Article, “continuous service” shall mean time in paid status, time on military leave, and time on authorized unpaid leave as a result of a service-related injury. Time off for unauthorized leave or for disciplinary reasons shall delay wage step increases for the number of workdays involved.

D. Pension Pickup.

The full amount of the statutorily required employee contribution to the Ohio Police and Fire Pension Fund (“the Fund”) shall be withheld from the gross pay of Members and shall be “picked up” (assumed and paid to the Fund) by the City. This “pick-up” by the City is and shall be designated as public employee contributions and shall be in lieu of contributions to the fund by each such Member. No Member subject to this “pick-up” shall have the option of choosing to receive the statutorily required employee’s contribution to the fund instead of having it “picked-up” by the City or of being excluded from the “pick-up”. The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

Section 22.3. Temporary Work Assignment. Any Member who is designated to, and performs the duties of a higher rank for four (4) consecutive hours (reduced to two (2)

consecutive hours, effective January 1, 2008) shall be paid at the “A” step of that higher rank for all hours of such work performed.

Section 22.4. Annual Service Credit.

Effective January 1, 2012, Members shall receive an annual service credit payment based on the completed years of continuous service according to the following schedule:

Five through Ten Years	\$1200.00
Eleven through Fifteen Years	\$1350.00
Sixteen through Twenty Years	\$1500.00
Twenty-One through Twenty-Five Years	\$1700.00
Twenty-Six years and above	\$1900.00

The annual service credit payment shall be made in accordance with the above schedule, in a separate lump sum payment based on the completed years of continuous service as an employee of the City as of the first day in July and paid during the second pay period in July each year.

If a Member resigns or retires before or after the payment of the annual service credit, he or she shall be paid a prorated share of the annual service credit for the partial year of service, if in good standing at the time of resignation or retirement. Members who resign or retire prior to the 15<sup>th</sup> calendar day of any month shall receive credit for all months of service prior to the current month. Members who resign or retire on or after the 15<sup>th</sup> calendar day of any month shall receive credit for all months of service including the current month.

Section 22.5. Field Training Officer. Members are encouraged to pursue designation as Field Training Officers ("FTO"). Any Member who is designated to, and performs the duties of a FTO shall be compensated at an additional \$2.25-per hour for all hours when performing the duties of a FTO. FTO pay shall not apply to the Member's overtime hourly rate.

## ARTICLE 23

### REGULAR WORK PERIODS AND OVERTIME

Section 23.1. Hours of Work. The work week shall consist of forty (40) hours based upon five (5) eight (8) hour workdays or four (4) ten (10) hour workdays, as applicable.

Section 23.2. Overtime. Any hours in paid status in excess of eight (8) hours or ten (10) hours, as applicable, per workday or forty (40) hours per work week shall be compensated at the rate of one and one-half (1½) times the Member's regular hourly rate of pay, and twice the Member's hourly rate for hours worked on the Member's second or third day off, unless the member voluntarily works an overtime assignment. A Member's second day or third day off shall begin with the Member's normal end time and continuing twenty-four (24) hours thereafter. No Member shall be paid for overtime work that has not been authorized by the Chief or designee. "Paid status" shall include work hours as well as all hours in paid status while on any approved leave, including holiday, vacation, injury, military and sick leave.

Section 23.3. Call-in Pay and Court Pay.

Whenever a Member is called in or called back to work at such a time that does not abut their shift, the Member shall receive pay or compensatory time credit at the rate of one and one-half (1½) times the regular hourly rate of pay for all hours worked and twice the hourly rate for hours worked on the Member's second or third day off, with a minimum of three (3) hours for each call-in or call-back. Members who are required to appear in court or any court proceedings during hours other than their regular shift hours shall receive pay in accordance with this Section for all such hours worked or the minimum hours provided, whichever is greater. This shall include a maximum one-half hour travel time between the Division and any court outside the city limits of Worthington and exclude unassigned preparation time. A Member's call in or call back abuts his or her shift only when the Member reports for said call in or call back less than one-half hour from the start or end of his or her regular shift.

This section shall not apply if a Member is involved in court or any court proceedings as a personal matter (not representing the City) such as instances requiring his or her attendance, as a witness or as a party, in traffic court, divorce proceedings, custody matters, etc.

Section 23.4. Stand-by Pay. Whenever a Member is required to be on stand-by status away from his or her work site outside of his or her regular shift hours, the Member shall be compensated at the rate of one and one-half (1 ½) times the Member's regular rate of pay for all such hours in stand-by status. A Member shall be guaranteed a minimum of two (2) hours pay at the overtime rate for each stand-by. Compensation for stand-by pay shall be paid only if such status is specifically authorized by the City Manager, Chief or court official.



Section 23.5. Compensatory Time. In lieu of payment for overtime worked, a Member may elect to receive compensatory time off. A Member may accumulate not more than two hundred forty (240) hours of compensatory time for hours worked. Any Member who accumulates more than two hundred-forty (240) hours of compensatory time shall be paid overtime compensation by cash payment for the hours in excess of two hundred forty (240) hours.

Section 23.6. Payment of Accrued Compensatory Time Upon Separation. A Member who has accrued compensatory time shall, upon termination of employment for any reason, be paid the unused compensatory time at the regular rate of pay received by the Member at time of separation.

Section 23.7. Use of Compensatory Time. A Member who has accrued compensatory time and who has requested the use of such time shall be permitted to use such time at the requested time or within a reasonable time after making the request, provided that the use of time does not unduly disrupt the operations of the Department. Effective January 1, 2011 compensatory time may be taken in one-half (1/2) hour increments.

Section 23.8. Substitution (Trading) of Time. If a Member, with the approval of the Member's supervisor, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member of the same rank, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department shall keep a record of the hours of substitute work.

Section 23.9. Detective On-Call. Whenever a Member is assigned to the Detective Bureau and is required to be on "on-call" status outside of his regular shift hours, the Member shall be compensated at the rate of One Dollar (\$1.00) for every hour of "on-call" status; effective January 1, 2017, this rate shall increase to One Dollar and Twenty-Five cents (\$1.25) for every hour of "on-call" status; and effective January 1, 2018, this rate shall increase to One Dollar and Fifty Cents (\$1.50) for every hour of "on-call" status. Compensation for "call-in" pay shall be paid only if the Chief or the Detective Bureau Commander specifically authorizes such status. Detective on-call pay shall not apply to the Member's overtime hourly rate.

Section 23.10. Bureau Commander Vehicles. Bureau Commanders will be allowed to take home a Division vehicle, with approval of the Chief, or designee, when serving in a special assignment status. This provision shall be accomplished with the existing fleet of vehicles and vehicles will not be designated for Bureau Commander take home use.

## ARTICLE 24

### LEAVES

Section 24.1. Holidays. The following days are paid holidays:

1. New Year's Day – January 1<sup>st</sup>
2. Martin Luther King Day – 3<sup>rd</sup> Monday in January
3. President's Day – 3<sup>rd</sup> Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day - July 4<sup>th</sup>
6. Labor Day – 1<sup>st</sup> Monday in September
7. Veterans Day
8. Thanksgiving Day 4<sup>th</sup> Thursday in November
9. Day following Thanksgiving – 4<sup>th</sup> Friday in November
10. Christmas Day – December 25<sup>th</sup>
11. The Half-day before Christmas Day
12. The Half-day before New Year's Day
13. Member's Personal Holiday (s)

#### Section 24.2. Holiday Leave Pay.

Holiday leave pay for all Members who are required to work holidays on a regular basis shall be compensated by crediting each Member with 112 hours of holiday pay. Any balance of unused time remaining as of December 1<sup>st</sup> shall be paid in an additional check, in the first pay period of December. Should a Member resign, retire, or be separated from employment after December 1<sup>st</sup> but prior to the end of the calendar year, the City shall withhold from the last pay due Member pay for any holiday for which the Member was compensated but that occurs after his or her resignation, retirement, or separation.

The foregoing holiday leave days shall be taken in the year in which they are earned. To receive holiday leave pay for an observed holiday, a Member must not have been absent without authorized leave on either the day before or after the holiday. A Member on sick leave the day before or after a holiday may be required by the City to present a doctor's certificate to become eligible for holiday leave pay. Holiday leave may be taken in one (1) hour increments.

In addition, the following holidays which are assigned and worked by a Member of the rank of Sergeant or below, and assigned to (and worked in) uniformed patrol for the holiday, will be compensated at the rate of one and one-half (1½) times the Member's regular hourly rate of pay. The holidays are: Thanksgiving, Christmas and New Year's Day.

Section 24.3. Vacation Leave. The following provisions shall apply to the administration of vacation leave for Members.

- A. Vacation Accrual. All Members with eight (8) years or less of continuous service with the City shall be entitled to one (1) workday of paid vacation for each calendar month of service. Members with more than eight (8) years but less than twelve (12) years of service shall accrue paid vacation at the rate of one and one-half (1½) workdays per calendar month of service. Members with more than twelve (12) years, but less than sixteen (16) years of service to the City shall accrue paid

vacation at the rate of one and three-fourths ( $1\frac{3}{4}$ ) workdays per calendar month. Members with sixteen (16) or more years of service shall accrue paid vacation at the rate of two (2) workdays per calendar month. Members shall accrue vacation hours on an annual basis, effective January 1, 2017, pursuant to the following schedule:

Beginning Years of City Service	Annual Vacation Accrual Hours	Hours Accrued Per Month
0-4	100	8.33
5-8	120	10
9-12	148	12.33
13-15	172	14.33
16-20	204	17
21+	240	20

- B. Vacation Accumulation and Pay. Accumulation of unused vacation credit up to two hundred and forty-eight-(248) hours shall be permitted if it is not practicable for the City to grant leave to the Member to take his or her vacation annually. Effective January 1, 2011, accumulation of unused vacation credit up to two hundred and eighty-eight hours (288) shall be permitted for Members with twenty-one (21) or more years of service if it is not practicable for the City to grant leave to the Member to take his or her vacation annually. Pay shall be based on the hourly rate in effect at the time such leave is taken. Requests for vacation leave shall be made to the Chief as far in advance as reasonably practicable. Vacation leave may be taken in one (1) hour increments.

Annual vacation may be taken prior to one (1) year of continuous service in direct ratio to time worked. For the purpose of determining vacation benefits, probationary status shall be included with regular status in the computation of continuous service.

Subject to the provisions of Section 24.12, upon termination of service with the City for any reason, a Member's accumulated but unused vacation time shall be paid to a Member at the rate of pay in effect at the time of termination.

- C. Pay In Lieu of Vacation. Members with eight (8) years of continuous service with the Division may request up to sixty (60) hours of vacation leave converted to pay after they have taken 120 hours of vacation. Requests shall be submitted in writing to the Finance Director by November 15, to be paid with the first payroll in December. Vacation leave taken shall be based on a fiscal year beginning

November 16<sup>th</sup> of prior year to November 15<sup>th</sup> of current year. If the requests exceed \$30,000 annually, each request will be granted on a pro-rata basis.

Section 24.4. Sick Leave. The following provisions shall apply to the administration of sick leave for Members:

- A. Sick Leave Accrual. Members shall be entitled to sick leave with pay at the rate of ten (10) hours for each completed calendar month of service. Sick leave may be accumulated without limit.

The City will grant credit for sick leave days to those Members who have served previously with other Federal Government, State Government or political subdivisions of the State. A maximum of three (3) years credit can be given and shall apply to sick leave only.

- B. Sick Leave Use. Sick leave shall be allowed only in case of actual illness, injury, disability, or pregnancy-related condition of the Member; or illness, injury or pregnancy-related condition of the Member's immediate family reasonably requiring the presence of the Member; or for necessary appointments with licensed practitioners; or for confinement because of quarantine, communicable disease or death in the immediate family. Immediate family is defined as a Member's spouse, parents, step-parents, children, step-children, grandparents, siblings, step-brother, step-sister, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian or other person in loco parentis.

If sick leave is used because of death in the immediate family, such leave use shall be limited to five (5) days, however it may be extended at the sole discretion of the City Manager when special circumstances are presented.

Sick leave may also be used in the case of adoption or natural childbirth should either parent choose to be the primary caregiver. Such use of sick leave shall be allowed only until the child is six weeks of age.

A Member granted sick leave for an illness or injury of the Member where the condition prevents the performance of their duty must be at a designated location (normally their residence) during duty hours. If a Member needs to leave this location for other than an emergency or a doctor's appointment, he or she must first notify a supervisor. Effective January 1, 2011, this fourth paragraph of Section 24.4 (B) shall only apply to "short term" periods of sick leave use of five (5) days or less. The Chief, in his sole discretion, may allow a Member release from this fourth paragraph of Section 24.4 (B) where conditions so warrant.

A Member granted sick leave for an illness or injury of the Member where the condition prevents the performance of their duty may not engage in activities during their sick time away from work inconsistent with their need for leave or their inability to perform their job duties.

Sick leave shall not be used as a “bridge” into separation from employment when a Member is no longer medically able to perform the functions of his or her job as sick leave is intended to provide paid leave for a Member who is recovering from an approved illness or injury as described herein and recuperating to return to his or her normal job duties. Application for exception to this paragraph may be made to the City Manager who will grant or deny such request in his or her sole discretion.

- C. Sick Leave Verification. Whenever a Member uses sick leave, the Member may be requested by the Chief, or designee, or the Director of Personnel, to submit a certification from a licensed practitioner verifying use of sick leave. ~~A Member may not use the day immediately preceding or following a holiday or day for which overtime rates are paid as sick time unless the Member provides the Chief, or designee, or the Director of Personnel with a signed certificate from a licensed practitioner verifying his or her use of sick leave, and/or their ability to return to work (where the sick leave is for their own condition and lasts more than three (3) consecutive calendar days). If the Chief, or designee, or the Director of Personnel has a reasonable belief that the condition may prevent the Member from safely performing the duties of the job, the Member may be requested to submit to an examination by a City physician verifying the Member's ability to return to work before reinstatement (with the City paying for any medical costs for such exam). Upon request of the City physician (or the neutral third physician), the Member shall supply (or otherwise make available or execute a release to) the physician with the specific medical records and information necessary to render an opinion on the current injury or condition that necessitated the leave. If the Member has supplied the City with a certificate from a licensed practitioner that states that the Member is able to return to work but the Member is referred to the City physician for examination, the Member shall remain on sick leave until the Member's ability to return to work is determined in accordance with this Section; if the City physician verifies the Member's ability to return to work any sick leave used from the time of the Member's initial “return to work” date shall be converted to Administrative leave. Should there be a difference of opinion between the Member's physician and the City's physician, the Director of Personnel and the Member, or their representatives, shall within ten (10) days of the determination by the City's physician select a neutral third physician with expertise in the medical condition being evaluated for determination as to ability to return to work (with the City paying for any medical costs for such exam). The Director of Personnel and the Member shall supply the physician with all necessary information on the job duties of the Member, all pertinent medical records and information, and the Member shall agree to the release of medical information to the physician. The decision of the neutral third physician shall be final; if the third physician verifies the Member's ability to return to work, any sick leave used from the time of the third physician's date providing when the Member could have “returned to work” (whatever that date may be) shall be converted to Administrative leave, if applicable. All examinations conducted under this Section C shall be completed within 30 days of the initial “return to work” provided by the Member's physician unless any such delay is due~~

to the Member.

A Member who cancels a vacation day due to sick leave use may be asked to verify the use of sick leave and/or a cancellation of vacation. Sick leave may also be required to be verified at the discretion of the City for a pattern of reoccurring absences abutting a Member's "RTO" (regular time off) / weekend absences, for sick leave use after non-day-long appointments, for patterned use of sick leave, for sick leave requests after a denial of discretionary leave or for other instances where the City has a reasonable belief in sick use abuse; any confirmation of sick leave misuse or abuse may subject a Member to discipline. Sick leave may not necessarily require a health care provider's verification for a past incident of sick leave, but may require a health care provider's verification for future incidents of sick leave over the next twelve (12) months.

A Member may be asked to verify sick leave use by personally signing a City-wide sick leave use form, if such form is in effect for all City employees generally. The City will provide notice and the opportunity for the Lodge to give comments as to the form prior to its implementation.

- D. Sick Leave Notification. In requesting sick leave, a Member shall notify his or her supervisor as far in advance as possible, however, such notification shall be made not later than one (1) hour prior to the time the Member is scheduled to report to work. The Director of Personnel may waive this provision if the Member submits evidence to the Director of Personnel which indicates that it was impossible to give such notification or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests for appointments with a licensed practitioner must be submitted forty-eight (48) hours in advance.
- E. Sick Leave Payment Upon Termination. A Member who is to be separated from City service through retirement, layoff, or resignation in good standing after completion of fifteen (15) years continuous service with the City may, if he or she so desires, be paid in a lump sum according to the following schedule:
1. No lump sum payment for Members with less than two hundred thirty-two (232) hours;
  2. Members with two hundred thirty-two (232) hours or more shall be able to convert all accrued hours at a rate of thirty percent 30% up to a maximum of six hundred forty (640) converted hours. Effective January 1, 2012, Members with two hundred thirty-two (232) hours or more shall be able to convert all accrued hours at a rate of thirty-five-percent 35% up to a maximum of six hundred forty (640) converted hours.
  3. Paid at the average hourly rate of pay for the last three (3) years prior to the time of separation.



The definition of retirement shall be as so defined by the Ohio Police and Fire Pension Fund as to when the Member is eligible to collect retirement benefits at the time the Member leaves the service of the City.

- F. Sick Leave Payments Upon Death. A Member who dies shall be paid in a lump sum for his or her accrued but unused sick leave hours according to the following schedule:
1. If a Member is killed while in the performance of his or her job duties, or dies as the result of an injury, illness, and/or disease sustained or contracted in the line of duty, the surviving spouse, or secondarily the Member's estate, shall be paid one hundred percent (100%) of the value of the Member's accrued sick leave at the regular rate of pay in effect at the time of the Member's death.
  2. If a Member dies other than in the manner specified in subsection (F)(1), sick leave hours accrued but unused by a Member shall be paid in accordance with subsection (E).
- G. Initial Grant of Sick Leave. New Members shall be granted at the date of their initial hire an "advance" of forty (40) hours of sick leave. No additional sick leave will be allowed to accumulate until the end of the Member's fifth month of employment.
- H. Special Sick Leave Conversion. A Member who has accumulated six hundred forty (640) or more hours of sick leave as of the first pay period in December in any calendar year may elect to convert a maximum of eighty (80) hours of such unused sick leave to thirty-two (32) hours of vacation leave. This special conversion option may be exercised only in the first pay period in December. In order to participate in this conversion, vacation leave totals must be at or below 248 hours for 40-hour employees with less than 21 years of continuous service or at or below 288 for 40-hour employees with 21 years or more of continuous service by December 1. A Member's Pay in Lieu of Vacation conversion will be considered in their Sick Leave Conversion request.

Section 24.5. Military Leave. All Members who are Members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or Members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5903.01 of the O.R.C., for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year.

Members are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment

will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in the preceding paragraph will be granted military leave for mob, riot, civil defense, or similar emergency duties when so ordered by the Governor to assist Civil Authorities. If such emergency military leave exceeds the 176 hours of authorized military leave for the calendar year, up to an additional 176 hours of emergency military leave shall be granted with pay provided that any payment of these additional 176 hours is subject to being offset by any receipt of military pay provided to the member, subject to the offset formula set forth in the following paragraph. The leave will cover the official period of the emergency.

Members who are called or ordered to service by the President of the United States or an act of Congress for periods beyond one hundred and seventy-six (176) hours within the calendar year are entitled to leave of absence and to be paid the difference between the Member's gross monthly wage and the sum of the Member's gross uniformed pay and allowances for the month.

No pay for such periods will be received if the Member's military pay exceeds the Member's pay as a City employee.

Section 24.6. Injury Leave. All Members shall be allowed injury leave with pay not to exceed 1440 hours for an injury incurred in connection with an incident related to his or her employment with the City. Cardiovascular, respiratory and pulmonary disabling conditions shall be reviewed on a case-by-case basis to determine whether they are employment related. After all injury leave is used, the Member may elect to use accumulated sick leave, vacation, or other paid leave. Injury leave may be granted to a Member only for injuries or other disabilities determined by a licensed physician, in consultation with the City Physician, to have so disabled the Member that he or she cannot perform the duties of his or her position. The City Manager has the discretion to extend paid injury leave for up to an additional 1440 hours. The City Manager's exercise of discretion as to whether to grant or not to grant this additional extension is not subject to the grievance/arbitration procedure.

Injury leave shall be granted only upon written recommendation of the City Physician and the Chief of Police and with approval of the City Manager.

Should a Member incur an injury during off-duty hours, not related to his or her employment as a law enforcement officer acting within the scope of duty, the Member shall use sick leave, compensatory time, and then other paid leave, or at his or her option, utilize disability leave as provided in Section 24.11. If more leave is required, the Member may request of the City additional unpaid leave time.

Section 24.7. Restricted (Light) Duty. In cases where a Member who is on injury leave, sick leave, or disability leave has received medical certification to return to restricted (light) duty, the City may require, or the Member may request, to be placed in a restricted (light) duty assignment. If the Member requests such restricted (light) duty assignment, the City shall make every reasonable effort to accommodate the Member's request to be placed in



a restricted (light) duty assignment within the Police Department. The City has and retains the discretion on whether or not to accommodate the Member's request to be placed in a restricted (light) duty assignment; provided, however, the City's use of discretion shall not violate Section 5.2 herein.

Section 24.8. Leaves of Absence. Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the Member's work may be granted and renewed by the City Manager for such periods as the City Manager may consider justifiable, within the limitations of the budget.

Section 24.9. Civil Leave. A Member shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or commission, or for the purpose of voting.

This section shall not apply if a Member is involved in an action as a personal matter (not representing the City) such as instances requiring his or her attendance, as a witness or as a party, in traffic court, divorce proceedings, custody matters etc. These absences are to be charged as vacation leave, compensatory time or approved leave without pay.

Section 24.10. Unauthorized Absence. Unauthorized absence shall constitute cause for disciplinary action.

Section 24.11. Disability Leave. In addition to the use of paid sick leave, a Member who is disabled and who will be unable to work for a period of more than two full weeks may request to take an unpaid disability leave of absence, or a period of time reasonably related to the nature and severity of the medical condition or disability. When making the request, the Member shall provide notice of not less than two (2) weeks prior to the date of actual departure unless an emergency medical condition prohibits such notice. Said notice shall include: (1) date of departure; (2) whether the Member intends to return to employment with the City; and (3) the Member's anticipated date of return to employment.

If a request is made for an unpaid disability leave, the City may require a Member to consult and/or be examined by a licensed physician or a City physician, and to evaluate whether, among other things, the condition has so disabled the Member that he or she cannot perform the duties of his or her position. The City Manager has and retains the discretion to grant or deny disability leave; provided, however, the City's use of discretion shall not violate Section 5.2 herein.

Before returning from this unpaid leave, the Member shall provide certification from a physician or the City may require a Member to consult and/or be examined by a City physician (such consult and/or examination shall occur as soon as reasonably practical), that he/she is able to return to work and is able to perform his/her duties. Upon returning from this unpaid leave, the City shall attempt to return the Member to his/her previously held assignment without loss of pay or benefits. Should a Member decide not to return to work while on unpaid leave of absence from the City, notification shall be provided to the City. Pregnancy related disabilities shall be treated as any other non-work related disability.

Section 24.12. Resignation. A Member who resigns without giving at least ten (10) calendar days prior written notice prior to the last working day with the City, shall forfeit any unused vacation leave credited, or pay in lieu thereof.

## **ARTICLE 25**

### **FMLA LEAVE**

Section 25.1. FMLA Leave. The City and the Lodge agree to comply with all requirements and obligations of the Federal Family and Medical Leave Act of 1993 ("FMLA") and as the same may be amended.

## **ARTICLE 26**

### **SHIFT DIFFERENTIAL**

Section 26.1. Shift Differential. Effective January 1, 2009, a Member shall receive, in addition to his or her straight-time hourly wage, one dollar and twenty cents (\$1.20) per hour shift differential when the Member is assigned to work the second or third shift. Shift differential shall not apply to overtime hours. These shifts are defined as shifts in which the majority of assigned hours occur between 2:00 p.m. and 7:00 a.m. Effective the pay period which includes January 1, 2012, the shift differential shall increase to one dollar and twenty five cents (1.25) per hour. Effective the pay period which includes January 1, 2017, the shift differential shall increase to one dollar and thirty cents (1.30) per hour. Shift differential shall be paid in a lump sum in the last pay period in December.

Shift Differential will be paid for those in a restricted (light) duty assignment based upon the shift the Member is then actually working for such restricted (light) duty assignment except in the case of a City-required placement in a restricted (light) duty assignment (a non-voluntary/non-requested light duty assignment) after the return from an approved injury leave.

## **ARTICLE 27**

### **UNIFORMS, CLOTHING ALLOWANCE AND PROPERTY**

Section 27.1. Clothing Allowance. Effective January 1, 2012, all Members shall receive one thousand dollars (\$1,000.00) annually to be spent for actual clothing and approved equipment purchases. Effective January 1, 2017, this annual allowance shall be increased to one thousand and fifty dollars (\$1,050.00), and effective January 1, 2018, this annual allowance shall be increased to one thousand and one hundred dollars (\$1,100.00.) Such annual allowance will be a reimbursement and subject to the provision of appropriate receipts following the policy and procedures set forth by the Division of Police.

Effective January 1, 2017, when a Member is assigned by the Chief to the Criminal Investigative Unit for "plain clothes" duty, he/she shall receive a single reimbursement of five hundred dollars (\$500.00) for the purchase of appropriate clothing; this is a one-time reimbursement regardless of how many subsequent "plain clothes" assignments the Member may be assigned to during the course of his/her tenure with the Division and shall not be retroactive. Such allowance will be a reimbursement and subject to the provision of appropriate receipts following the policy and procedures set forth by the Division of Police.

Section 27.2. Dry Cleaning. All Members shall receive one hundred thirty (130) uniform cleanings a year at no cost to the Members. The number of uniform cleanings per year shall not be pro-rated for a new Member's first year of employment.

Section 27.3. Damaged or Destroyed Personal Property.

- A. Personal property of a Member which is damaged or destroyed (not lost) in the line of duty will be replaced by the City at the Member's request, provided this request is made within ten (10) days of damage or destruction. Only personal property that is considered essential to the job function of a Member shall be considered for replacement. An example of items considered essential include: wristwatches, eyeglasses, medical necklaces and bracelets, briefcases, equipment bags, reference manuals, handcuffs and off duty firearms.
- B. Property will be replaced at the current market value with a limit of \$250.00. In the case of eyeglasses that are covered by insurance (vision care), the City will pay the Member's cost. Approved back-up firearms used by Members will be reimbursed or repaired with a limit of \$500.00 per year.
- C. Non-essential personal property will not be replaced if damaged or destroyed. This type of equipment is generally used by an employee for their own personal preference or benefit and is not necessary to the performance of job tasks. Items considered to be non-essential include, but are in no way limited to: cellular telephones, pagers, business writing instruments (i.e. Cross Pens) and laptop computers. Members who use non-essential items on-duty will assume all risks for carrying such property.
- D. Requests for replacement of damaged personal property will be submitted in writing together with a requisition to the Chief for approval. Such requests shall include a statement of the circumstances leading to the damage.
- E. Damaged personal property may be replaced only if the loss occurs during the line of duty and if it can be shown that reasonable precautions would not have prevented such a loss. The City Manager shall review any claim for the replacement of lost personal property that, in the opinion of the Chief, is worthy of such consideration. The City Manager shall have sole and final discretion for the

decision to replace such personal property.

Section 27.4. Protective Body Vests.

- A. A gender-specific protective body vest shall be an item of initial issue paid for by the City upon a Member's appointment to the Department. The protective Body Vest shall be newly purchased to properly fit the Member.
- B. To ensure Member safety and to take advantage of the protective body vests provided by the City, all uniformed Members assigned to plain clothes will be required to wear a protective vest when taking enforcement actions such as serving arrest warrants, search warrants, or while on surveillance, but will not be required to wear a vest on other routine duties.

Shift supervisors have the discretion to make this requirement optional when unusual conditions such as extreme heat are present. When this occurs, a written summary of the length of the optional period with justification will be forwarded through the chain of command to the Chief.

- C. Protective body vests shall be rated to meet or exceed National Institute of Justice standards for Type II armor.
- D. Protective body vests issued by the City shall be replaced every five (5) years by the City, at its expense, except where the vest and/or the vest cover becomes unserviceable because of normal use/wear and tear in less than a five (5) year period. Should the vest and/or the vest cover become unserviceable under those circumstances, the City shall replace the Member's vest and/or the vest cover at its expense. If the City determines that a vest is subject to a replacement solely due to abuse by the Member, the Member shall bear the cost of replacement.

## **ARTICLE 28**

### **EMPLOYEE READINESS**

Section 28.1. Training. As a condition of continuing employment, and subject to the standards set forth by the Division of Police at the Chief's discretion, each Member shall be required to:

- A. Successfully complete basic first responder course(s).
- B. Successfully complete course(s) in cardiopulmonary resuscitation.
- C. Successfully pass firearms qualifications examination twice annually.

The City shall arrange and pay the cost of enrollment, if any, for the foregoing courses.

Section 28.2. Health/Wellness Incentive. In order to promote the physical fitness and well-being of Members, Members may voluntarily participate in Health/Wellness programs. No Member's participation or lack of participation shall be utilized to enhance or detract from that Member's consideration for assignment, promotion, demotion, discipline, or annual performance evaluation.

- A. In order to promote fitness, Members shall be permitted to exercise up to three (3) hours per week while on duty. Such exercise periods shall be taken in one (1) hour increments at the beginning or end of a work shift provided that adequate personnel levels are met and with the approval of the Member's supervisor.
- B. While participating in the permitted workout time, Members shall be entitled to injury leave if injured.
- C. In order to promote the use of City facilities, the City shall provide a Member with the option of payroll deductions for a membership to the City's Parks & Recreation Fitness Center. The City shall deduct the yearly membership fee from the Member's payroll check via twenty-six (26) evenly distributed payroll deductions. If the Member terminates employment with the City, the remaining balance of the yearly membership fee will be deducted from the Member's final payroll check.

Section 28.3. Tuition Reimbursement.

A. Reimbursement Program.

Each Member, with one year of continuous employment, shall be eligible for reimbursement of tuition and fees, up to a maximum of three thousand dollars (\$3,000.00) per calendar year, in courses of instruction voluntarily undertaken that are job-related.

Reimbursement, at the rate of ninety percent (90%) shall be based upon a Member receiving a grade of "C" or a passing grade where the course is pass-fail. No reimbursement shall be made when the final grade attained is less than a "C". Job relatedness will be ~~determined~~determined first by the Chief and finally by the City Manager. Reimbursable courses of instruction will include all required courses necessary for job-related degree programs. Job-related courses are considered to be courses that improve and enhance a Member's ability to complete his or her job tasks. Additional job-related training or job-related courses of study not necessarily within a degree program may also be approved for reimbursement with the approval of the Chief and the City Manager. This learning shall also include on-line/long-distance learning through an accredited university.

All courses and training undertaken must be given by a recognized organization approved by the Division of Police. No reimbursement shall be provided for correspondence courses.

B. Necessary Approval.

All course work, subject to reimbursement, shall be approved by the Chief and the City Manager not later than thirty (30) days after the date of enrollment. A Member may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the Member need not re-apply for approval of each within the portion(s) approved, except for the reimbursement procedure as defined in paragraph D of this Section.

C. Course Attendance.

Courses are to be taken on other than scheduled working hours, unless special leave is authorized by the Chief.

D. Reimbursement Procedure.

Reimbursement shall be made upon successful completion of the course consistent with the provisions of Section 28.3(A). The Member shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt of payment or a copy of the unpaid bill from the institution to the Chief. Any financial assistance available to a Member shall be deducted from the amount of tuition reimbursement that would otherwise be available. The Member shall not be reimbursed for incidental expenses such as textbooks, paper or supplies, mileage, parking, meals or other expenses other than tuition and fees.

Should a Member separate from service within two (2) years of receipt of any tuition reimbursement hereunder, the Member shall reimburse the City for all tuition reimbursement received within the two (2) year period prior to separation of service. The City may apply any separation or terminal pays to off-set, in whole or in part, this obligation of the Member. If a Member separates from service due to disability, such reimbursement shall be waived.

## ARTICLE 29

### INSURANCE

Section 29.1. Life Insurance. The City shall provide and pay the premiums for individual life insurance coverage with a death benefit of \$100,000 for all Members with double indemnity for accidental death.

Section 29.2. Employee Insurance. The City shall provide all Members with health insurance benefits, including dental, vision and prescription benefits, under the group insurance and benefit plans generally provided to the employees of the City, and on the same terms and conditions on which those benefits are generally provided to employees of

the City other than those covered by other labor contracts.

The City, in its sole discretion, may modify such benefits, the City's and employees' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts.

Section 29.3. Changes to Insurance Plans.

If the City decides to change the insurance benefits consistent with 29.2 above, they will inform the Lodge at least 30 days prior to the effective date of the new benefits.

Section 29.4. Insurance Opt-Out.

A Member may opt-out of City health insurance coverage annually during Open Enrollment. To opt-out, a Member must provide proof of coverage through another insurance plan. A Member opting-out of City insurance coverage will receive the "opt-out payment" generally provided to the employees of the City, and on the same terms and conditions as generally provided to employees of the City other than those covered by other labor contracts. Members who opt-out of City insurance coverage may only re-enroll in the City's insurance plan(s) during open enrollment periods, following a loss of coverage from the alternate insurance plan, or other qualifying events as described by the plan.

Section 29.5. Insurance Discussion in Labor Relations.

The City and Lodge recognize the benefit of an exchange of ideas and information regarding employee insurance, and as such, the parties agree employee insurance issues are a proper subject for labor relations meetings.

## ARTICLE 30

### SERVICE WEAPON/BADGE PURCHASES

Section 30.1. Purchase of Service Weapon. Any Member who honorably retires from active duty or resigns in good standing after completing fifteen (15) years of service with the City, may purchase his or her service weapon from the City at a cost of \$1.00.

Section 30.2. Purchase of Uniform Badges. Any Member who honorably retires from active service with the Division, is promoted to a higher rank within the Division, or if the type or style of the uniform badge is changed, may purchase his or her uniform badges from the City of Worthington. The total cost of the badges shall be the sum of \$1.00.

A Member may purchase any commemorative badges(s) issued by the Division, upon conclusion of the officially specified period of display. The total cost of the badge(s) per each commemorative issue shall be the sum of \$1.00.

Section 30.3. Retirement. For the purpose of this Article, retirement is as defined in,



Section 24.4(E)(2).

## **ARTICLE 31**

### **LEAVE DONATION**

Section 31.1. Leave Donation. Donation of leave in the case of catastrophic illness or injury may be accepted and granted at the sole discretion of the City Manager in accordance with provisions of applicable City policy.

## **ARTICLE 32**

### **COMPLETE AGREEMENT**

Section 32.1. Complete Agreement. Both the Lodge and the City acknowledge that the negotiations which led to this Agreement were characterized by an open and free exchange of proposals and counterproposals to the end that the parties raised and had resolved related to wages, hours, and other terms and conditions of employment and, therefore, there are no outstanding and unresolved issues regarding wages, hours, and other terms and conditions of employment which survive the effective date of this Agreement.

## **ARTICLE 33**

### **DURATION**

Section 33.1. Duration of Agreement. All of the provisions of this Agreement shall be effective January 1, ~~2016~~2019 unless otherwise expressly specified herein. This Agreement shall continue in all respects in full force and effect until midnight December 31, ~~2018~~2021.

Section 33.2. Successor Negotiations. If either the City or the Lodge desires to negotiate a successor Agreement, such negotiations shall be accomplished in accordance with the provisions of Article 20. This Agreement shall not be extended beyond the expiration date set forth in Section 33.1 unless such extension is pursuant to the provisions of, Section 20.12(F), or otherwise by the mutual agreement of the City and the Lodge.



Executed this \_\_\_\_\_ day of ~~January, 2017~~ October, 2019.

**FOR THE CITY:**

**FOR THE FOP:**

\_\_\_\_\_  
Matthew H. Greeson,  
City Manager

\_\_\_\_\_  
~~Jason Pappas,~~  
President

\_\_\_\_\_  
~~Molly Roberts,~~  
\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
~~Shaun Laird~~ Scott Barter,  
\_\_\_\_\_  
Lodge Liaison

\_\_\_\_\_  
~~Jerry Strait,~~  
~~Chief of Police~~

\_\_\_\_\_  
~~Emily Lanzer~~  
~~FOP Team Member~~

\_\_\_\_\_  
Robyn Stewart,  
Assistant City Manager

\_\_\_\_\_  
~~Jim Moran~~  
FOP Team Member

\_\_\_\_\_  
~~Pam Fox,~~  
~~Tom Lindsay,~~  
Director of Law

\_\_\_\_\_  
~~Keith Agin~~  
FOP Team Member

\_\_\_\_\_  
Lori Trego,  
Personnel Director

\_\_\_\_\_  
~~Jon Gebhart~~  
FOP Team Member

\_\_\_\_\_  
~~Angela Harris,~~  
~~Finance~~

\_\_\_\_\_  
FOP Team Member

\_\_\_\_\_  
Dan Guttman,  
Chief Negotiator  
~~Baker & Hostetler~~

\_\_\_\_\_  
~~Michael Holton~~  
~~FOP Team Member~~ Lodge Attorney





**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: September 11, 2019

To: Matthew H. Greeson, City Manager

From: Lori Trego, Personnel Director

Subject: **Resolution No. 53-2019 - Amending the 2019 Staffing Chart for Fire**

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**EXECUTIVE SUMMARY**

This Resolution amends the staffing chart to allow for twenty-six Firefighter EMT-P positions for up to a one year period.

**RECOMMENDATION**

Introduce and Approve as Presented

**BACKGROUND/DESCRIPTION**

The City started a new hiring process for Firefighter EMT-P in June, in anticipation of the retirements of two firefighters yet this year. Staff requests a temporary increase in the authorized number of firefighter positions to allow two individuals be hired, trained and ready to assume the open positions that will be created by the upcoming retirements.

**ATTACHMENTS**

Resolution No. 53-2019

RESOLUTION NO. 53-2019

Amending the Staffing Chart of the City of  
Worthington to Provide for Twenty-six (26)  
Firefighter EMT-P Positions in the Division of Fire  
for up to a One Year Period.

WHEREAS, in its adoption of Resolution 65-2018 City Council approved a Staffing Chart for the City providing the staffing levels for each of the departments and divisions of the City; and,

WHEREAS, City Council wishes to amend said Staffing Chart to add two Firefighter EMT-P Positions in the Division of Fire for up to a one-year period to meet the Division's needs.

NOW THEREFORE, BE IT RESOLVED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That City Council does hereby amend the Staffing Chart of the City to authorize a total of twenty-six (26) Firefighter EMT-P positions for up to a one-year period.

SECTION 2. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book.

Adopted \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: September 12, 2019

To: City Council

From: Matthew H. Greeson, City Manager

Subject: **Resolution No. 54-2019 - City Council Rules**

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**EXECUTIVE SUMMARY**

This Resolution adopts amendments to City Council Rules related to City Council's Organizational Meeting

**RECOMMENDATION**

Introduce and Approve as Presented once Council concurs with the attachment which describes of the procedures for the Organizational Meeting

**BACKGROUND/DESCRIPTION**

On September 9, 2019, City Council discussed changes to the City Council Rules as they relate to Council's Organizational Meeting that occurs on the first Monday in January following a regular municipal election, or on the succeeding day if the first Monday is a legal holiday. During the Organizational Meeting, Council elects the President and President Pro-tem of Council and the Mayor and Vice Mayor.

During the last City Council meeting, Council discussed the procedures they would like to utilize at the Organizational Meeting. These procedures have been summarized by staff and are provided to City Council for discussion and ultimately approval once Council is satisfied that the written procedures match its intent for the Organizational Meeting.

**ATTACHMENTS**

Resolution No. 54-2019, including the revised City Council Rules document  
City Council Rules- redlined changes



## City Council Rules

### City Council Meeting Agenda

The City Council Meeting Regular Agenda is the usual and customary order of conducting regular and special meetings of City Council.

### City Council Regular Meeting Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Presentations
5. Swear-in Witnesses - When Necessary
6. Consent Agenda
7. Approval of Consent Agenda
8. Visitor Remarks - Non-Agenda Matters
9. Public Hearing on Ordinances
10. Public Hearing on Resolutions
11. Introduction of New Legislation
12. Report of the Clerk of Council
13. Report of the City Manager
14. Report of City Council Members/Committees
15. Executive Session
16. Adjournment

The City Council Meeting Consent Agenda is a part of the Regular Agenda and consists of routine items which are not controversial or do not require further discussion or separate action by City Council. In general, the Consent Agenda will consist of such items as approving minutes of Regular and Special Meetings of City Council; approving or accepting written reports which do not require discussion or separate action; approving Resolutions and Ordinances of a routine nature; and approving or accepting any other matter which has been placed on the Consent Agenda by the Council President, any Council Member, or the City Manager. Before voting on the Consent Agenda, the President of Council will ask whether anyone (i.e. a Member of City Council, the City Manager or member of the Public)

desires to have any matter removed from the Consent Agenda. If so, that matter will be removed from the Consent Agenda and placed on the Regular Agenda. The minutes of the Meeting shall contain a record of the passage of the Consent Agenda and the vote thereon the same as if each matter had been considered separately and voted upon.

#### Agenda and Non-Agenda Visitor Remarks

In addition to visitors who attend meetings of City Council for the purpose of observing its proceedings, other visitors attend for the purpose of addressing City Council on Agenda and Non-Agenda issues. Agenda visitors are those who desire to address City Council on matters which appear on the Agenda (e.g. Ordinances or Resolutions scheduled for public hearing). Non-Agenda visitors are those who desire to address City Council on matters which do not appear on the Agenda. City Council will hear visitor remarks on Non-Agenda items at a place set forth on the Agenda specifically for that purpose. Visitor remarks on Agenda items will continue to be taken during that time when the matter is being discussed (e.g. public hearing on an Ordinance).

#### Speaker Slip - Sign-in Procedure

To provide for an orderly meeting and to assure that time is allowed for Agenda and Non-Agenda visitors to address City Council, the following procedure will apply:

1. Each visitor who desires to address City Council shall fill out a speaker slip provided by the Clerk of Council; the visitor shall return it (together with any attachments) to the Clerk of Council prior to the beginning of the City Council meeting. The speaker slip, a copy of which is set forth below, must provide all of the information requested (except spaces marked "Optional") or the visitor will not be allowed to address City Council.
2. While City Council does not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, visitors are asked to confine their remarks to approximately five (5) minutes and to avoid being repetitious by offering points of view already addressed by other speakers.
3. The President of City Council presides over Meetings of City Council and has the authority and responsibility to manage the meeting and to maintain order. Using the speaker slips, the President of Council will call on visitors to address City Council at the appropriate time on the Agenda. The President of City Council has the authority to set time limits on remarks by visitors.

#### Organizational Meeting

The City Charter provides for an Organizational Meeting to occur on the first Monday in January following a regular municipal election or on the succeeding day if the first Monday is a legal holiday. During the Organizational Meeting, newly elected members of Council take the oath of office and the Council elects the

President of Council, President Pro-tem of Council, Mayor and Vice-Mayor. The agenda and management of the Organization Meeting is as follows:

1. **Call to Order** - Clerk of Council will call the meeting to order and chair the meeting until a Council President is elected by the Council and has taken the oath of office
2. **Pledge of Allegiance** - Invitation is extended to stand and recite the Pledge of Allegiance.
3. **Oaths of Office** – Oaths are administered to new/re-elected members of Council.
4. **Roll Call** – Performed by the Clerk of Council
5. **Election of President of Council** - Council members will be provided with ballots listing the names of the members of City Council. Each Council member will fill out a ballot with their name and a vote for the member they would like to serve as President for the next two years. Ballots are collected and read into the record by the Clerk of Council. The two Council members who receive the most votes will provide a brief statement of not more than five minutes stating his/her interest in being President of Council. If there is a tie for the second place, then Council members re-vote until the top two are identified. After the statements, Council members vote using a ballot in the same manner previously described and the member receiving a majority vote is elected as President.
6. **Oath of Office for President of Council** – Upon completion of the oath, the President of Council becomes the chair of the meeting.
7. **Election of President Pro-tem of Council** – The election of President Pro-Tem will follow the same process as used for election of the President of Council.
8. **Oath of Office for President Pro-tem of Council**
9. **Election of Mayor and Vice-Mayor** – The President of Council asks for nominations for Mayor. Once all nominations are received, the election proceeds by voice vote. The election of Vice-Mayor follows the same process as used to elect the Mayor.
10. **Oath of Office for Mayor and Vice-Mayor**
11. **Appointment of City Council Liaisons to Various Boards, Commissions and Committees**
12. **Designation of Clerk of Council as Council members' designee for Open Records Certification.**

### City Council Meetings

Regular Meetings of City Council will be held on the first, second and third Monday of each month (except the month of August) in the John P. Coleman Council Chamber of the Municipal Building at 6550 North High Street. The Council Meeting will commence at 7:30 p.m. and conclude by 10:00 p.m. unless a majority of Council Members vote, by motion, to extend the time at which the Meeting will end.

Special and Emergency Special Meetings of City Council may be called upon receipt of a signed



written request delivered to the Clerk of Council by (1) the President of Council, (2) three Members of City Council, or (3) the City Manager. Such meetings shall be held to discuss a specific matter set forth in the request for a Special Meeting. Notice of such Meetings will be given in accordance with Chapter 109 of the Codified Ordinances of the City.

While City Council does not have standing Committees, it has the authority, set forth in the City Charter, to appoint any board, commission or committee that it deems necessary or appropriate, including an ad hoc standing committee comprised entirely of Members of City Council.

A City Council Meeting Recess will occur annually in the month of August. during which City Council will not meet except for Special or Emergency Special Meetings.

The Open Meeting Law will govern Meetings of City Council, including an Executive Session, under such circumstances as are permitted and authorized by Section 2.13 of the City Charter and Chapter 109 of the Codified Ordinances.

Four Members of City Council constitute a Quorum necessary to convene and conduct a City Council Meeting.

A Journal (Minutes) of the proceedings of each Meeting of City Council will be kept by the Clerk of Council. Such journal constitutes the official and sole record of its proceedings and shall be available to public inspection. Currently, the Clerk prepares a written journal of the proceedings and uses an audio record for the purpose of aiding in the preparation of the Journal and for no other purpose. The audio record does not constitute the official record of the proceedings and will be destroyed in accordance with the public record retention and destruction requirements of the policy of the City. In the future, City Council may consider the use of an audio, digital or other similar system to prepare the Journal of the City Council Meeting.

#### Form of Action - Ordinance, Resolution or Motion

Section 2.16 of the City Charter proscribes those actions which are required to be taken by an ordinance of City Council and those include the following:

- establishing any offense;
- providing for the levy of a fine or the imposition of a penalty;
- providing for the levy of any tax or assessment,
- authorizing the appropriation of public funds;
- contracting any indebtedness;
- determining to proceed with any public improvement;
- purchasing, leasing or transferring property; and
- other actions required to be taken by Ordinance.

Some sections of the Codified Ordinances also require that certain actions of City Council be taken by Ordinance. It is the policy of City Council that the form of action, where possible, be established so as to be efficient and effective while, at the same time, assuring that the rights of citizens of the City to referendum are protected.

Draft City Council Meeting Speaker's Slip

CITY OF WORTHINGTON, OHIO

City Council Meeting Speaker Slip

You must complete a speaker's slip in order to address City Council. Please complete and submit your slip to the Clerk of Council prior to the City Council Meeting. Please indicate whether you wish to address City Council about (1) a matter not on the Agenda or (2) a matter on the Agenda.

Name: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number (Optional) \_\_\_\_\_ E-Mail (Optional): \_\_\_\_\_

**I** wish to address City Council on a matter:

\_\_\_ NOT on the Agenda (List Topic) \_\_\_\_\_

\_\_\_ ON the Agenda (Specify) \_\_\_\_\_

**NOTICE:** Information contained on this form becomes part of the Public Record (City Council Meeting Minutes) and is, therefore, subject to public inspection.

*The City will make reasonable accommodations for persons with disabilities who wish to attend a public meeting held by the City with a minimum 48 hours advance notice.*

RESOLUTION NO. 54-2019

Adopting Amendments to City Council Rules.

WHEREAS, Section 2.15 of the Worthington City Charter provides for City Council to determine its own rules, procedures and order of business, not inconsistent with the provisions of the Charter; and,

WHEREAS, Section 2.05 of the City Charter indicates the process for the election of President of Council and President Pro-tem of Council may be included in rules adopted by City Council pursuant to the Charter; and,

WHEREAS, City Council last adopted City Council Rules in May 2009; and,

WHEREAS, City Council has expressed a desire to clarify the management and procedures of the Organizational Meeting held on the first Monday in January following a regular municipal election, or on the succeeding day if the first Monday is a legal holiday.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the Worthington City Council adopts the attached City Council Rules to determine its own rules, procedures and order of business.

SECTION 2. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Adopted \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: September 11, 2019

To: Matthew H. Greeson, City Manager

From: David McCorkle, Economic Development Manager

Subject: **Ordinance No. 38-2019 Appropriation - Electric Vehicle Charging Stations (2)**

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**EXECUTIVE SUMMARY**

This Ordinance appropriates the cost required to fund the acquisition and installation of Electric Vehicle (EV) Charging Stations and all related expenses at two different locations. Project locations will be the Old Worthington municipal parking lot at 44 W. New England and outside of the main entrance at the Worthington Community Center.

**RECOMMENDATION**

Introduce for Public Hearing on October 7, 2019

**BACKGROUND/DESCRIPTION**

The Worthington City Council identified EV Charging Stations as a top priority at its 2019 Retreat. As such, City staff partnered with Clean Fuels Ohio to create recommendations on the number, type, and location of the proposed charging stations. City Council supported the recommendations presented at its July 8, 2019 meeting and authorized staff to proceed with submitting two separate applications to AEP Ohio's Commercial Electric Vehicle Charging Station Incentive Program.

City staff submitted the grant applications to AEP Ohio on August 22, 2019. The City was notified that our funding requests had received pre-approval on August 26, 2019. City staff will contract with EV United for the acquisition and installation of both charging stations.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES**

The total cost for the acquisition and installation of the EV charging stations at both locations is \$164,369. Since AEP's program is reimbursement-based, the City will first need to incur the project costs before being repaid through the AEP rebate program.

To facilitate this project, City staff request an appropriation from the Capital Improvements Fund Unappropriated Balance to Account No. 308.3010.533425 in an amount not to exceed \$165,000.

**ATTACHMENTS**

Ordinance No. 38-2019

Award Pre-Approval Letter for Old Worthington (AEP-EV-00181)

Award Pre-Approval Letter for Worthington Community Center (AEP-EV-00182)

ORDINANCE NO. 38-2019

Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs for Acquisition and Installation of Electric Vehicle Charging Stations and all Related Expenses and Determining to Proceed with said Project. (Project No. 696-19)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available; and,

WHEREAS, the City has received pre-approval of incentives from AEP Ohio in the amount of \$164,369 for the acquisition and installation of electric vehicle charging stations; and,

WHEREAS, the City desires to enter into an agreement with EV United for installation of electric vehicle charging stations at the Worthington Community Center and Worthington Downtown Lot.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.3010.533425 an amount not to exceed one-hundred sixty five thousand dollars (\$165,000) to pay the costs for Acquisition and Installation of Electric Vehicle Charging Stations and all related expenses (Project No. 696-19).

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of EV United for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an "Ordinance Determining to Proceed" with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00182: City of Worthington

Dear David McCorkle,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$81,566.00 has been reserved until 11/26/19 for Project ID#: AEP-EV-00182.

An AEP Ohio Customer Design Technician will facilitate a review of order number 103653109 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

**Johnnie Clark**

AEP Ohio EV Charging Incentives Program  
700 Morrison Rd | Gahanna, Ohio 43230  
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00181: City of Worthington

Dear David McCorkle,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$82,803.00 has been reserved until 11/26/19 for Project ID#: AEP-EV-00181.

An AEP Ohio Customer Design Technician will facilitate a review of order number 107046187 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

**Johnnie Clark**

AEP Ohio EV Charging Incentives Program  
700 Morrison Rd | Gahanna, Ohio 43230  
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com





**STAFF MEMORANDUM**  
**City Council Meeting – September 16, 2019**

Date: September 11, 2019

To: Matthew H. Greeson, City Manager

From: Tom Lindsey, Law Director

Subject: **Ordinance No. 39-2019 - Easement - Columbia Gas of Ohio**

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**EXECUTIVE SUMMARY**

This Ordinance authorizes the City Manager to grant Columbia Gas of Ohio, Inc. a utility easement as part of the relocation of utilities in connection with the Northeast Gateway Intersection Improvement Project.

**RECOMMENDATION**

Introduce for Public Hearing on October 7, 2019

**BACKGROUND/DESCRIPTION**

The Northeast Gateway Intersection Improvement Project (Project No. 602-14) will reconstruct Worthington Galena Road starting 600 feet north of the CSX railroad to Lakeview Plaza Boulevard, Wilson Bridge Road from the CSX Railroad to Worthington Galena Road, and Huntley Road starting 400 feet south of Wilson Bridge Road to Wilson Bridge Road. The Project requires the City of Worthington to acquire over 100 separate parcels from over 30 different property owners. Several of the parcels involve easements for American Electric Power and Columbia Gas for the relocation of electric and gas utilities.

The relocation of Worthington-Galena Road will necessitate Columbia Gas to construct a gas line across the middle of 7200 Huntley Road. The City recently acquired 7200 Huntley Road and now needs to grant Columbia Gas a utility easement for the gas line. The relocation of Worthington-Galena Road and the location of the utility easement are shown

on the attached property map and easement sheet. 7200 Huntley Road is identified as Parcel 15 and the utility easement is identified as 15U.

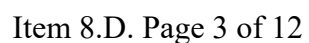
The Ordinance grants the utility easement to Columbia Gas. A copy of the easement document is attached to the ordinance.

**ATTACHMENTS**

Property Map and Easement Sheet

Ordinance No. 39-2019

Easement Document



J:\20160403\Des\043Sheet\20160403R00001E.dwg, Last Saved By: nachwartz, 4/10/2019 4:24 PM Last Printed By: Schwartz, Neil, 4/10/2019 4:31 PM  
3 Kref: 20160403-CP-ROAD-REFR-N, 20160403-VS-REFR-E, 20160403-VS-RKKY-E

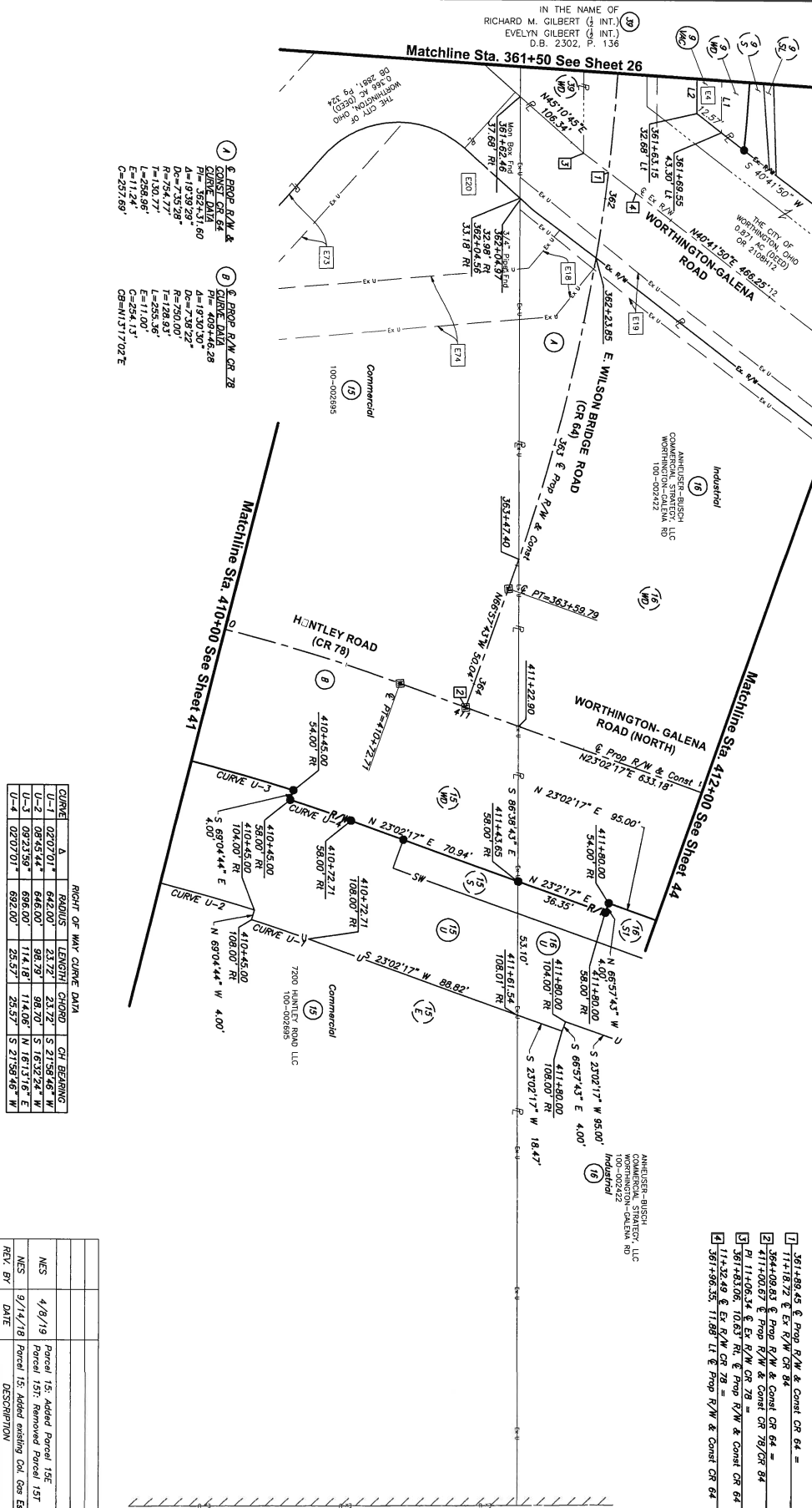
NOTE: The proposed R/W shall be referenced from the E of proposed R/W of CR 64, CR 78, or CR 84 unless otherwise noted.

FRANKLIN COUNTY, OHIO  
CITY OF WORTHINGTON  
QTR. 2, TWP. 2, RNG. 18 U.S.M.L.

**Commercial**  
**9** RUSH CREEK INVESTORS LLC  
 438 E. WILSON BRIDGE ROAD  
 100-005932

L1 - S 86°37'12" E 657.20  
L2 - N 86°37'12" W 648.49

- |              |   |
|--------------|---|
| <b>[E4]</b>  | 10" Cas Pipe Element<br>Columbus Gas of Ohio, Inc.<br>Ord. 2101803                          |
| <b>[E18]</b> | 20" Cas Pipe Element<br>Ord. 27708412<br>Columbus Gas of Ohio, Inc.                         |
| <b>[E19]</b> | 16" Cas Pipe Element<br>Ord. 27708412<br>Columbus Gas of Ohio, Inc.                         |
| <b>[E20]</b> | 16" Cas Pipe Element<br>Ord. 27708412<br>Columbus Gas of Ohio, Inc.                         |
| <b>[E21]</b> | Gasifier Under Underground Line As Installed<br>Ord. 27708412<br>Columbus Gas of Ohio, Inc. |
| <b>[E22]</b> | Gasifier Under Underground Line As Installed<br>Ord. 27708412<br>Columbus Gas of Ohio, Inc. |
| <b>[E23]</b> | Gasifier Under Underground Line As Installed<br>Ord. 27708412<br>Columbus Gas of Ohio, Inc. |
| <b>[E24]</b> | 20" Cas Pipe Line Element<br>Columbus Gas of Ohio, Inc.<br>O.R. 27708405                    |



CURVE	$\Delta$	RADIUS	LENGTH	CHORD	CH BEARING
U-1	0207.01°	642.00'	23.72'	S 23.58'46" W	
U-2	08°45'44"	646.00'	98.79'	S 16°32'24" W	
U-3	09°23'59"	696.00'	114.18'	N 16°31'16" E	
U-4	0207.01°	692.00'	25.57'	S 21°58'46" W	

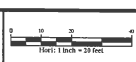
REV. BY	DATE	DESCRIPTION	
MES	4/8/19	Parcel 15: Added Parcel 15E	29/69
		Parcel 15I: Removed Parcel 15I	
MES	9/14/18	Parcel 15: Added existing Col. Gas Emls	286
			306
DATE COMPLETED: November 17, 2017			

FRA-CR 84-1.36  
NORTHEAST GATEWAY

RIGHT OF WAY  
EASEMENT SHEET - E WILSON BRIDGE ROAD  
STA 361+50 TO 364+08

R/W Designer	SEA
R/W Reviewer	JCD

PID	NO.
95516	



ORDINANCE NO. 39-2019

Granting an Easement to Columbia Gas of Ohio, Inc. through a Portion of Property Owned by the City of Worthington at 7200 Huntley Road to Accommodate the Relocation of Utilities as part of the Northeast Gateway Project.

WHEREAS, the Northeast Gateway Intersection Improvement Project will reconstruct Worthington Galena Road starting 600 feet north of the CSX railroad to Lakeview Plaza Boulevard, Wilson Bridge Road from the CSX Railroad to Worthington Galena Road, and Huntley Road starting 400 feet south of Wilson Bridge Road to Wilson Bridge Road; and,

WHEREAS, the City recently acquired the property located at 7200 Huntley Road for the relocation of Worthington-Galena Road; and,

WHEREAS, the relocation of Worthington-Galena Road will require Columbia Gas to construct a new gas line across 7200 Huntley Road; and,

WHEREAS, the City needs to grant Columbia Gas a utility easement for the new gas line;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the Council of the City of Worthington does hereby grant a utility easement to Columbia Gas of Ohio, Inc. across the property owned by the City at 7200 Huntley Road as described in the Easement attached hereto as "Exhibit 1".

SECTION 2. That the City Manager and Law Director are each hereby authorized, acting singly or jointly, to take all actions, including the execution of the Easement or other documents, necessary to effectuate the granting of the utility easement to Columbia Gas of Ohio, Inc.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest

\_\_\_\_\_  
Clerk of Council

Exhibit 1

Easement No. \_\_\_\_\_

**EASEMENT**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **City of Worthington, Franklin County, Ohio** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in the Township of Perry, Franklin County, State of Ohio, and more particularly described as follows:

Recorded In: 201905010050301

Permanent Parcel No.: 100-002695

Property Address: 7200 Huntley Road, Worthington, OH 43085

Containing: 2.312 acres more or less, being located in State of Ohio, County of Franklin, City of Worthington, located in Quarter Township 2, Township 2, Range 18 of the United States Military Lands, being a part of Lot 65 as demonstrated in Deed Book A, Page 194 and re-recorded in Deed Book A, Page 21.

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a 80.17' wide easement as described in Exhibit A attached hereto and made part hereof; the 80.17 foot wide area is referred to as the "Easement Area."

Exhibit 1

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops, or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this Easement, Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use; and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Easement Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.





**EXHIBIT A**

LPA RX 883 U

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Ver. Date 11/17/2017

PID 95516

**PARCEL 15-U  
FRA-CR 84-1.36  
PERPETUAL EASEMENT FOR UTILITY PURPOSES  
IN THE NAME AND FOR THE USE OF THE  
COLUMBIA GAS OF OHIO, INC.**

COLUMBIA GAS OF OHIO, INC., its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption of service and remove same, together with valves and other necessary appurtenances on lands situated in Quarter Township 2, Township 2, Range 18 of the United States Military Lands, situated in the City of Worthington, County of Franklin, State of Ohio, and more particularly described as follows:

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of proposed right-of-way and construction of Huntley Road (County Road 78) (CR 78) as shown on a centerline survey plat made in 2017 for the City of Worthington, Franklin County, Ohio, titled "FRA-CR 84-1.36 Northeast Gateway" as recorded in Plat Book 123, Pages 47 thru 50 of the records of Franklin County:

Situated in the State of Ohio, County of Franklin, City of Worthington, located in Quarter Township 2, Township 2, Range 18 of the United States Military Lands, being a part of Lot 65 as demonstrated in Deed Book A, Page 194 (Destroyed by Fire) and re-recorded in Deed Book A, Page 21, being on, over, and across the 2.312 acre tract conveyed to 7200 Huntley Road, LLC by deed of record in Instrument Numbers 201604140045690 and 201604140045692, and being described as follows:

***Beginning*** at an iron pin set at the intersection of the easterly proposed right-of-way line of CR 78 and a line common to said 2.312 acre tract and a 4.529 acre tract conveyed to Anheuser-Busch Commercial Strategy, LLC by deed of record on Instrument Number 201702220025287, acquired as Parcel 15-WD of right-of-way plans titled "FRA-CR 84-1.36 Northeast Gateway", located 58.00 feet right of centerline of proposed right-of-way and construction station 411+43.65 for CR 78;

thence South 86 Degrees 38 Minutes 43 Seconds East, with said common line, a distance of 53.10 feet, to a point, located 108.01 feet right of centerline of proposed right-of-way and construction station 411+61.54 for CR 78;

**EXHIBIT A**

LPA RX 883 U

Page 2 of 3

Rev. 09/12

thence on, over, and across said 2.312 acre tract, the following courses:

South 23 Degrees 02 Minutes 17 Seconds West, a distance of 88.82 feet, to a point, located 108.00 feet right of centerline of proposed right-of-way and construction station 410+72.71 for CR 78;

with the arc of a curve to the left, having a central angle of 02 Degrees 07 Minutes 01 Seconds, a radius of 642.00 feet, an arc length of 23.72 feet, a chord length of 23.72 feet on a chord that bears South 21 Degrees 58 Minutes 46 Seconds West, to a point, located 108.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

North 69 Degrees 04 Minutes 44 Seconds West, a distance of 4.00 feet, to a point, located 104.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

with the arc of a curve to the left, having a central angle of 08 Degrees 45 Minutes 44 Seconds, a radius of 646.00 feet, an arc length of 98.79 feet, a chord length of 98.70 feet on a chord that bears South 16 Degrees 32 Minutes 24 Seconds West, to a point on the line common to said 2.312 acre tract and a 2.336 acre tract conveyed to Mayfam Realty by deed of record in Official Record 1045A11, located 104.00 feet right of centerline of proposed right-of-way and construction station 409+30.30 for CR 78;

thence North 86 Degrees 39 Minutes 08 Seconds West, with said common line, a distance of 50.55 feet, to an iron pin set on said easterly proposed right-of-way line, located 54.00 feet right of centerline of proposed right-of-way and construction station 409+21.96 for CR 78;

thence on, over, and across said 2.312 tract with said easterly proposed right-of-way line, the following courses:

with the arc of a curve to the right, having a central angle of 09 Degrees 23 Minutes 59 Seconds, a radius of 696.00 feet, an arc length of 114.18 feet, a chord length of 114.06 feet on a chord that bears North 16 Degrees 13 Minutes 16 Seconds East, to an iron pin set, located 54.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

South 69 Degrees 04 Minutes 44 Seconds East, a distance of 4.00 feet, to an iron pin set, located 58.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

with the arc of a curve to the right, having a central angle of 02 Degrees 07 Minutes 01 Seconds, a radius of 692.00 feet, an arc length of 25.57 feet, a chord length of 25.57 feet on a chord that bears North 21 Degrees 58 Minutes 46 Seconds East, to an iron pin set, located 58.00 feet right of centerline of proposed right-of-way and construction station 410+72.71 for CR 78;

**EXHIBIT A**

LPA RX 883 U

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North 23 Degrees 02 Minutes 17 Seconds East, a distance of 70.94 feet, to the ***Point of Beginning***, containing 0.242 acre, more or less, of which 0.000 acre is within the present road occupied and is contained within Auditor's Parcel Number 100-002695.

All references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 2" diameter aluminum cap stamped "EMHT INC."

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system. A bearing of North 03 Degrees 08 Minutes 32 Seconds East was held for the centerline of Sancus Boulevard between Lakeview Plaza Boulevard and Dearborn Park Lane.

This description was prepared by, or under the supervision of, John C. Dodgion, Registered Surveyor No. 8069, and is based upon record documents and an actual field survey conducted by Evans, Mechwart, Hambleton & Tilton, Inc. in 2014 and 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion  
Professional Surveyor No. 8069

