City Council Meeting Agenda

Monday, July 18, 2016 ~ 7:30 P.M.

Louis J. R. Goorey Worthington Municipal Building
John P. Coleman Council Chamber
6550 North High Street
Worthington, Ohio 43085

Bonnie D. Michael, President
Scott Myers, President Pro-Tem
Rachael Dorothy
Douglas C. Foust
David M. Norstrom
Douglas Smith
Michael C. Troper

Matthew H. Greeson, City Manager
D. Kay Thress, Clerk of Council

If you have questions regarding this agenda please contact the Clerk of Council at 614-786-7347. This agenda and amendments that may be made to it can be found at www.worthington.org
CALL TO ORDER

Roll Call

Pledge of Allegiance

VISITOR COMMENTS

PUBLIC HEARINGS ON LEGISLATION

1) Ordinance No. 24-2016

To Provide for the Submission of Amendments to the Charter of the City of Worthington, Ohio, for a Vote of the City Electorate at a Regular Municipal Election Previously Ordered for and to be Held on November 8, 2016

Introduced July 5, 2016
P.H. July 18, 2016

2) Ordinance No. 25-2016

Accepting Storm Sewer, Water Lines, Sanitary Sewer, and Street Improvements in the Michaela Subdivision.

Introduced July 5, 2016
P.H. July 18, 2016

3) Ordinance No. 26-2016

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 City.

Introduced July 5, 2016
P.H. July 18, 2016
4) **Ordinance No. 27-2016**

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of Installation and Related Services for Pedestrian Hybrid Beacons at the High Street Intersections of Stafford Avenue, Village Green South and Short Street and Determining to Proceed with said Project. (Project No. 626-16)

Introduced July 5, 2016  
P.H. July 18, 2016

5) **Ordinance No. 28-2016**

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay for the Central District Sanitary Sewer Repairs on South Street and Determining to Proceed with said Project. (Project No. 618-15)

Introduced July 5, 2016  
P.H. July 18, 2016

**NEW LEGISLATION TO BE INTRODUCED**

6) **Resolution No. 29-2016**

Adjusting the Annual Budget by Providing for a Transfer of Previously Appropriated Funds.

7) **Resolution No. 30-2016**

Authorizing an Amendment to the Final Development Plan for 2245 & 2285 West Dublin-Granville Road and Authorizing Variances (Tom Hayer/ Linworth Plaza, LLC).

8) **Resolution No. 31-2016**

Amending the Position Description for Crossing Guard.
9) **Resolution No. 32-2016**

Amending the Staffing Chart of the City of Worthington to Provide for Twenty-Six (26) Police Officer Positions in the Division of Police for up to a One Year Period.

**REPORTS OF CITY OFFICIALS**

Policy Item(s)

10) Termination of the Sweet Carrot Lease

**REPORTS OF COUNCIL MEMBERS**

**OTHER**

**EXECUTIVE SESSION**

**ADJOURNMENT**
PUBLIC HEARINGS ON LEGISLATION

1) Ordinance No. 24-2016 – City Charter Amendment

The Charter Review Commission held its last meeting on June 20th and puts forward several amendments for Council’s consideration. The Ordinance, as introduced, incorporates all of the recommended changes section by section. Attached is a report from the Commission that details the decisions made and the discussions surrounding those decisions. Although there are a number of amendments, the Commission forwards them to Council with the recommendation that they be submitted as a single ballot issue.

The proposed amendments were discussed at the City Council meeting on July 11. Based on that discussion, staff has prepared an amended Ordinance for consideration by the City Council regarding the medium used for advertisement of public hearings, use of the City Council rules for the organizational meeting procedures, and the title of Section 4.11. Attached is a greenlined copy of the proposed amendments.

Recommendation: Motion to Amend the Ordinance and Approval of Ordinance as Amended

2) Ordinance No. 25-2016 – Acceptance of Public Improvements – Monterra Subdivision

This Ordinance accepts public improvements (storm sewer lines, sanitary sewer lines, water lines, street improvements and bike path) that have been constructed for the Monterra (formerly Michaela) Subdivision. It also requires the receipt of a performance bond, irrevocable letter of credit or certified check equal to the cost of construction of sidewalks and right-of-way seeding that have not yet been completed and a one-year maintenance bond for the completed improvements. Attached is a memorandum from the Director of Service & Engineering that provides additional information.

Recommendation: Approval of the Ordinance as Presented
3) Ordinance No. 26-2016 – Collective Bargaining Agreement – Fraternal Order of Police Capital City Lodge #9

The City has reached a tentative agreement with the FOP Capital City Lodge #9 for the Fiscal Years 2016 through 2018. The FOP members have voted to approve the agreement. Attached are a memorandum from the Assistant City Manager, a summary of the contract changes that have been negotiated, and a redlined copy of the contract reflecting the negotiated changes.

**Recommendation:** Approval of the Ordinance as Presented

4) Ordinance No. 27-2016 – Appropriation – Pedestrian Hybrid Beacons

This Ordinance appropriates funds for Pedestrian Hybrid Beacons to be installed at the High Street intersections with Stafford Avenue, Village Green South and Short Street. These beacons were recommended in the Mobility Study of Old Worthington. The Ordinance was introduced with blanks for the firm and the amount, pending the results of the bid process. Bids will be opened on July 15th and the results of the bids will be provided at the meeting. Additional information is included in the attached memorandum from the Director of Service & Engineering.

This Ordinance will need to be amended to insert the name of the firm and the amount of the appropriation. This information will be provided at the meeting.

**Recommendation:** Motion to Amend the Ordinance and Approval of the Ordinance as Amended

5) Ordinance No. 28-2016 – Appropriation – Central District Sanitary Sewer Repairs on South Street

This Ordinance appropriates funds for improvements to the sanitary sewer line and manhole on West South Street as recommended by the Central District Sanitary Sewer Evaluation Study. The Ordinance was introduced with blanks for the firm and the amount, pending the results of the bid process. Bids will be opened on July 15th and the results of the bids will be provided at the meeting. Additional information is included in the attached memorandum from the Director of Service & Engineering.

This Ordinance will need to be amended to insert the name of the firm and the amount of the appropriation. This information will be provided at the meeting.

**Recommendation:** Motion to Amend the Ordinance and Approval of the Ordinance as Amended
NEW LEGISLATION TO BE INTRODUCED

6) Resolution No. 29-2016 – Transfer of Funds

The staff’s review of expenses versus budgeted amounts in each line item in the budget identified line items that will have insufficient funds while other line items that are projected to have excess funds. This review occurs each year and the transfers are made as necessary from line items with excess funds to line items with insufficient funds upon City Council action. This reallocation of funds does not increase the total annual appropriation.

These transfers relate primarily to personnel costs in the Police Division and the Fire & EMS Division. The personnel costs in the Police Division are due to the contract with the Fraternal Order of Police that is an earlier item on this agenda. In the Fire Division, they are due to staffing transitions and unanticipated leaves and the resulting need for overtime to cover the shifts. The transfer in the Street M&R fund is a result of the transposition of numbers during the budget process that was just recently identified. Additional information is provided in the attached memorandum from the Finance Director.

Recommendation: Introduction and Approval of Resolution as Presented

7) Resolution No. 30-2016 – Amendment to Development Plan

This Resolution approves an amendment to the approved Final Development Plan for 2245 & 2285 West Dublin Granville Road and grants a variance to allow a transformer to be located closer to the rear property line. The Linworth Crossing development is underway at this location. Two transformers originally proposed toward the rear of the site must be located closer to the south property line because of the location of a sanitary sewer. The Municipal Planning Commission reviewed this application and unanimously recommended approval. Additional information is provided in the attached memorandum from the Director of Planning & Building. The application and minutes from the Municipal Planning Commission meeting are attached.

Recommendation: Introduction and Approval of Resolution as Presented

8) Resolution No. 31-2016 – Job Description – Crossing Guard

This Resolution adopts an updated job description for the position of Crossing Guard. The City is about to advertise to fill several openings for Crossing Guard, prior to the new school year. The job description for Crossing Guard was very outdated, and Acting Police Chief Strait took this opportunity to revise it. The updated position description lists more of the current duties and responsibilities of this part-time position.

Recommendation: Introduction and Approval of Resolution as Presented
9) Resolution No. 32-2016 – Staffing Chart Increase

On June 6, 2016, City Council authorized a temporary increase in the number of police officers listed on the staffing chart to allow for one additional police officer to be hired and trained while a promotional process is completed for a vacant Sergeant position. An increase of an additional police officer is now being requested. This would result in two additional police officers in the staffing chart for a 12 month period.

The Division currently has two vacancies, Police Chief/Lieutenant (one of our Lieutenants is the Acting Chief) and the Operations Supervisor position. The salary savings for these positions can be used to fund the temporary increase in the police officer ranks. Attached is a memorandum from the Acting Police Chief that provides additional information.

Recommendation: Introduction and Approval of Resolution as Presented

REPORTS OF CITY OFFICIALS

Policy Item(s)

10) Termination of the Sweet Carrot Lease

The City received the attached letter from Angela Petro with Sweet Carrot asking to terminate the lease for the Kilbourne Building at 752 High Street. The approach to their operation changed after the opening of the Grandview location and they realized their current concept for the business would not fit in the building without significantly increased costs and operational constraints. The lease contained a clause allowing for termination of the lease if the cost to complete the construction exceeded $550,000. The current estimate for construction is over $700,000.

The Community Improvement Corporation (CIC) Board, which is overseeing this building on behalf of the City, discussed this request at their last meeting. While the lease includes the construction cost clause, it also states the clause must be triggered before the commencement of the lease, which was in May. The rent was to have been abated for seven years in recognition of the improvements to the building that would be constructed by Sweet Carrot. The improvements have not begun and the CIC Board discussed the option of Sweet Carrot paying for the two months of rent since the lease commenced. They also discussed the value of the building plans that have been developed by Sweet Carrot. After extensive discussion, the CIC Board recommended the City Council accept the cancellation, while authorizing staff to pursue a remedy for the two months of the lease. This remedy may include some or all of the rent for two months and/or ownership of the building plans that were developed. The draft minutes of the CIC Board meeting are attached.

Recommendation: Motion accepting the termination of the lease and authorization for staff to pursue the remedy as recommended by the CIC Board

EXECUTIVE SESSION
ORDINANCE NO. 24-2016
(As Amended)

To Provide for the Submission of Amendments to the Charter of the City of Worthington, Ohio, for a Vote of the City Electorate at a Regular Municipal Election Previously Ordered for and to be Held on November 8, 2016.

WHEREAS, the Charter of the City of Worthington, Ohio was originally adopted at an election held on November 6, 1956; and,

WHEREAS, Section 9.04 of the Charter authorizes amending the Charter in the manner set forth in Section 9 of Article XVIII of the Constitution of Ohio, and pursuant thereto has been amended at elections held on November 4, 1958; November 8, 1960; November 7, 1961; November 8, 1983, November 5, 1996, November 6, 2007 and November 3, 2015; and,

WHEREAS, Section 9.04 of the Charter requires City Council to appoint a Charter Review Commission not less frequently than every ten (10) years to review the Charter, to consider whether the Charter should be amended, and to recommend to City Council specific Charter amendments for submission to the City electorate; and,

WHEREAS, an eleven-member Charter Review Commission was appointed by City Council on February 8, 2016 and, thereafter, the Charter Review Commission commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and,

WHEREAS, upon consideration of the recommendations of the Charter Review Commission, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio, two-thirds of the members elected thereto herein concurring:

SECTION 1. That the question of amending the Charter of the City of Worthington by the enactment of amendments to certain Sections and the deletion of a Section of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 8th day of November, 2016, at the regular places and times of voting in the City:

(a) To Enact the following proposed amendments to the Charter of the City of Worthington:
ORDINANCE NO. 24-2016  
(As Amended)

Section 2.04 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.04  SALARY.

The salary of Council members and the President of Council may be established by non-emergency ordinance one time prior to the general election held in November 2019. After such one-time increase, the salary of the members of Council shall be established by non-emergency ordinance, provided that no salary of a Council member shall be increased during that member's term of office and no salary shall be decreased during such term of office except with the consent of such member of Council.

Section 2.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.05  PRESIDENT OF COUNCIL, PRESIDENT PRO-TEM OF COUNCIL, MAYOR AND VICE-MAYOR.

At its organizational meeting after each election of Council members, the Council shall elect a President of Council and a President Pro-tem of Council, from among its members, for a term of two (2) years. The process for such election may be included in rules adopted by Council pursuant to Section 2.15 of this Charter. The President Pro-tem of Council shall act as President of Council in the absence of the President of Council.

At said organizational meeting, the Council shall also elect as Mayor and Vice-Mayor suitable persons from among citizens of this Municipality, qualified to serve on Council, for a term of two (2) years. A member of Council may not be elected either as Mayor or as Vice-Mayor.

The Mayor shall serve as judge of the Mayor’s Court to hear and determine misdemeanor cases arising under the ordinances of this Municipality, as provided by the laws of the State, unless and until another and different court is required by State legislative act. So long as there is a Mayor’s Court, the Mayor and Vice-Mayor shall each be an attorney admitted to the Bar of Ohio and be in good-standing with the Supreme Court of Ohio. Nothing in this Section 2.05 shall limit the City Council from appointing a magistrate to preside over Mayor’s Court in the absence of the Mayor and Vice-Mayor. City Council shall establish the qualifications of a magistrate and shall make such appointment by resolution.

The Mayor shall further be recognized as the ceremonial head of the Municipality but shall have no administrative duties. The Vice-Mayor
shall act as Mayor during the absence of the Mayor. A vacancy in the office of Mayor or Vice-Mayor shall be deemed to occur for the same reasons set forth for a vacancy in the office of member of Council as provided in Section 2.03 hereof. Upon a vacancy in the office of Mayor, the Vice-Mayor shall serve for the unexpired term or until a Mayor is elected, whichever first occurs.

Section 2.06 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.06  SALARY OF MAYOR AND VICE-MAYOR.

The salaries of Mayor and Vice-mayor shall be established by ordinance, and neither salary shall be increased or decreased during the Mayor’s or Vice-Mayor’s term of office.

Section 2.07 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.07  SPECIFIC POWERS OF COUNCIL

In addition to its legislative power and its executive authority and its power to prescribe by ordinance or resolution the manner in which any power of the Municipality may be exercised, the Council shall have the authority to:

(1) Appoint and remove the City Manager, appoint an Acting City Manager in the event the position of City Manager is vacant, and establish the salary for such positions by ordinance;
(2) Establish administrative departments, define their duties and procedures, and confirm the appointment of officers in unclassified positions and fix the salaries and wages for all employees;
(3) Adopt the municipal budget;
(4) Appoint and remove the members of the Municipal Planning Commission, the Board of Zoning Appeals, and of any board, commission, or committee created or authorized by this Charter or by ordinance or resolution of Council;
(5) Adopt and modify the official map of the Municipality;
(6) Regulate and restrict the use of public and private real estate in the interests of the health, safety, morals, and welfare of the people by establishing use zones and limiting area, land use, and building heights therein;
(7) Adopt and approve subdivision plats and establish subdivision regulations therefor;
(8) Authorize the levy and collection of taxes and the issuance of notes and bonds as provided in this Charter or as otherwise authorized by the laws of the State of Ohio;

(9) Authorize an audit of the accounts of the Municipality or any officer or department thereof in such manner and means as Council shall deem necessary and appropriate;

(10) Establish an Architectural District and appoint an Architectural Review Board, in accordance with Sec. 6.03(7) of this Charter, to exercise such powers within the Architectural District as are established by ordinance. (Amended November 8, 1983)

(11) Adopt, and review at least annually, a policy on the investment of funds held by the City. (Added November 5, 1996)

The Council may delegate the administration of any and all municipal affairs to the City Manager who shall be responsible to the Council for the performance thereof.

Section 2.10 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.10 COUNCIL RELATIONS WITH CITY MANAGER

Except for the purpose of inquiry, the Council and its members shall deal solely and directly through the City Manager with respect to any matter related to the administrative affairs of the Municipality which are within the scope of the power, duty, authority and responsibility of the City Manager. Except to confirm the City Manager's appointment of officers in unclassified positions of the Municipality, the Council and its members shall not otherwise interfere with the appointment of officers in unclassified positions or employees in the administrative service.

Section 2.17 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.17 PROCEDURE IN THE PASSAGE OF ORDINANCES.

Each proposed ordinance shall be in writing, shall contain a title and an opening clause: "Be It Ordained by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:”, and shall set forth at length therein the action to be taken. Each ordinance shall contain but one subject which shall be summarized in its title. At a regular or special meeting of Council, a proposed ordinance shall be read by title only and may thereupon be introduced by a member of Council. At the option of the
President of Council, a title may be read in summary fashion, which shall include the ordinance number and a succinct description of the action to be considered. Upon its introduction and in the absence of it being declared an emergency ordinance as hereinafter provided, a public hearing date on the ordinance shall be scheduled for a subsequent regular or special meeting of the Council as it shall determine. The Clerk of Council shall cause a notice of public hearing on the ordinance to be published once in a newspaper of general circulation in the Municipality prior to the scheduled hearing date and shall cause the notice to be posted on at least one electronic medium which shall be determined by Council on an annual basis. Such notice shall contain the title of the ordinance or a succinct summary of the title, the time, date, and place of the public hearing, and a statement that the ordinance is on file for public inspection in the office of the Clerk of Council. At the public hearing, the ordinance shall be read a second time by title only, or by a succinct summary of the title only as may be determined by the President of Council, and, thereafter, the public hearing commenced under such rules as Council may provide. At the conclusion of the public hearing, the Council shall vote to adopt, with or without amendment, or reject the ordinance. The adoption of an ordinance shall require the affirmative vote of a majority of the members of Council and the attestation by signature thereon of the President and the Clerk of Council.

In addition to those categories of ordinances specifically set forth in Section 2.19 of this Charter, an ordinance necessary for the immediate preservation of the public health, safety, and welfare of the Municipality may be passed as an emergency measure to be immediately effective upon its passage and publication either: (1) upon introduction, provided the notice of public hearing on the ordinance is waived and the ordinance is declared to be immediately effective upon its passage and publication; or (2) at the conclusion of the public hearing thereon provided the ordinance is declared to be immediately effective upon its passage and publication. A six-sevenths (6/7) vote of the members of Council shall be required to waive the waiting period, to declare the immediate effectiveness of the ordinance, and to pass the ordinance.

Section 2.18 of the Charter of the City of Worthington to be amended to read as follows:

**SECTION 2.18 PUBLICATION OF PASSAGE OF ORDINANCES.**

Public notice of the passage of an ordinance shall be published the Thursday following passage by one or more of the following methods:
1) By posting copies thereof in not less than four (4) of the most public places in the Municipality as determined by City Council, and on the City website;
ORDINANCE NO. 24-2016
(As Amended)

2) By posting copies thereof in the office of the Clerk of Council;
3) By publication of a notice, one time, in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council pursuant to Section 2.17 of this Charter, setting forth the title and effective date of the ordinance and a statement that the ordinance is on file in the office of the City Clerk;
4) By publication at length, one time, in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council pursuant to Section 2.17 of this Charter;
5) In accordance with the provisions of Section 4.05 of this Charter in the case of the annual appropriations budget ordinance;
6) By setting forth their provisions at length in the Codified Ordinances made available for public inspection in libraries and in courts.

Publication of the passage of an ordinance shall be made by method one (1) above unless a provision of said ordinance provides another method.

(Amended November 6, 2007.)

Section 2.19 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.19 EFFECTIVE DATES OF ORDINANCES.

Ordinances raising revenue, those appropriating money for current operations, those directing an election or a question to the electorate, those authorizing annual tax levies, and those declared to be emergency ordinances as provided in Section 2.17 of this Charter shall be effective upon passage and publication. Except as may be provided in Section 1.04 of this Charter, all other ordinances shall take effect on the twentieth (20th) day following publication in order to afford an opportunity during that period for the filing of referendum petitions thereon.

Section 3.02 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 3.02 CITY MANAGER; POWERS AND DUTIES.

The City Manager shall be the chief executive and administrative officer of the Municipality, shall be responsible to the Council for the proper administration of the affairs of the Municipality and, to that end and subject to the provisions of this Charter, shall have power and be required to:

(1) Appoint and, when necessary, remove any of the classified and unclassified employees of the Municipality.
(2) Prepare and submit to the Council annual appropriations budget estimates and lawfully administer the budget adopted by Council.
(3) Prepare and submit to the Council and to the public an annual report including, but not limited to, the financial and administrative affairs and activities of the Municipality for the preceding year.

(4) Inform the Council of the current financial condition and future financial needs of the Municipality.

(5) Appoint such temporary advisory committees as are necessary and desirable.

(6) Delegate to subordinate officers and employees of the Municipality such duties conferred upon the City Manager by this Charter or by action of the Council as are necessary or appropriate for the efficient and effective operation of the Municipality.

(7) Perform such other duties, not inconsistent with this Charter, as may be required by the Council.

(8) Execute, upon authorization of the Council, contracts, leases, deeds, easements, conveyances and agreements as are necessary and appropriate to the efficient and effective operation of the City. (Amended November 8, 1983)

(9) Execute, without having to obtain additional authorization from Council, contracts for the expenditure of funds from the General Fund which have previously been appropriated by Council as part of the annual operating budget process or amendments thereto;

(10) Execute contracts for the construction of public improvements or the acquisition of capital assets only upon the specific authorization of Council at the time it appropriates funds from the Capital Improvement Fund for such construction or acquisition.

(Added November 5, 1996.)

Section 3.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 3.05 DEPARTMENT DIRECTORS.

At the head of each department shall be a Director, responsible to and appointed by the City Manager with the approval of the Council, and who shall be an unclassified officer of the Municipality. The Director shall have supervision and control, subject to the direction of the City Manager, of the department and shall faithfully discharge those duties of the office and observe and enforce the provisions of this Charter and the ordinances of this Municipality. Two or more departments may be headed by the same officer and the City Manager may serve as head of one or more departments in addition to serving as City Manager, if approved by Council.

Section 4.03 of the Charter of the City of Worthington to be amended to read as follows:
SECTION 4.03 PUBLIC HEARING ON BUDGET ESTIMATES.

At the meeting of the Council at which the budget estimates are submitted by the City Manager, the Council shall schedule a public hearing on the budget. A notice of public hearing shall be published once in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council pursuant to Section 2.17 of this Charter, at least seven (7) days before the hearing. Such notice shall state that the budget estimates and message are on file for public inspection in the office of the Clerk of Council. On the date and at the time and place advertised, the Council shall hold a public hearing on the estimates as submitted and may continue such hearing. After the hearing, the Council shall adopt by ordinance the estimates as submitted, or as amended, as the appropriations budget of the Municipality for the ensuing budget year. Adoption of the budget ordinance shall require a majority vote of the members of Council.

Section 4.10 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.10 PURCHASING.

The Council shall establish by ordinance a purchasing procedure for the City departments which may include a procedure for making emergency purchases by certain officers and employees of the Municipality.

Section 4.11 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.11 SUPPLIES, MATERIALS AND EQUIPMENT; CONSTRUCTION OF IMPROVEMENTS.

Purchase of supplies, materials and equipment and the construction of public improvements for the Municipality shall be made by any method authorized by the State of Ohio for public entities, pursuant to such procedures and subject to such threshold amounts as the Council shall determine by ordinance.

Section 4.13 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.13 SHORT TERM BORROWING.

At any time in the fiscal year when the Council determines that revenues will be insufficient, to meet authorized expenditures, it may, by ordinance,
direct the issuance of notes of three different types: (1) those issued to finance emergency appropriations under Sec. 4.12 of this Charter, when unappropriated available revenues are insufficient for such purpose; (2) as permitted by law, those issued in anticipation of the collection upon real and personal property; (3) those issued in anticipation of the collection of other types of revenue. The total amount of the notes issued in each case shall not exceed a reasonable estimate of the applicable revenues to be received during the fiscal year and the succeeding year and all such notes shall be redeemed not later than the end of the next fiscal year after their issuance.

Section 4.14 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.14 CHARACTERISTICS OF SHORT TERM NOTES.

Notes issued pursuant to the provision of Sec. 4.13 of this Charter shall be signed by the President of Council and the Director of Finance and shall be negotiable. They may be sold at public or private sale by the Director of Finance at the lowest net cost to the Municipality, shall be payable on demand or at fixed dates, no later than the end of the next fiscal year, and may in the latter case be either subject to redemption prior to maturity or non-callable at the option of the Municipality. No renewal or extension shall extend the maturity date beyond the end of the next fiscal year following their issuance.

Section 5.04 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 5.04 PROCEDURE IN BOND OR NOTE ISSUES.

In all respects not provided for otherwise in this Charter the procedure followed in authorizing and issuing bonds and notes and applying the proceeds shall be in accordance with the provisions of the Uniform Public Securities Act as established by the Revised Code of Ohio.

Section 5.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 5.05 FISCAL AGENT.

The Council shall designate the fiscal officer or trustee for the Municipality in all transactions under the Uniform Public Securities Act.
ORDINANCE NO. 24-2016
(As Amended)

Section 6.03 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 6.03 POWERS AND DUTIES OF MUNICIPAL PLANNING COMMISSION.

The Municipal Planning Commission shall have the power to:
(1) Review and recommend any revisions to the Master Plan, official map, area plans, and development standards of the City as often as necessary but not less frequently than every five (5) years; 
(Amended November 5, 1996.)
(2) Recommend to Council the disposition of requests for subdivision platting;
(3) Recommend to Council amendments to the zoning plan and ordinance of the Municipality;
(4) Recommend to Council zoning changes and zoning for newly annexed areas;
(5) Determine or recommend to Council, as provided by ordinance, the disposition of requests for conditional use permits;
(6) Cooperate with the regional planning commission and the planning commissions of area municipalities;
(7) Act as the Board of Architectural Review as provided by ordinance. The Council shall annually appoint as additional voting members of the Board of Architectural Review two representatives of the Architectural Review District, one or both of whom shall be a resident freeholder of said District;
(8) Perform such other duties, not inconsistent with this Charter, as may be required by ordinance.

In rendering a decision or recommendation, the Municipal Planning Commission shall articulate its basis therefor, in writing, by reference to the relationship that decision or recommendation has to the overall comprehensive planning goals of the City, which may be found in the Master Plan, the zoning map, a course of zoning or subdivision practices by the City, or any other acknowledged comprehensive strategy or goals previously established at the time of the decision or recommendation.

Section 6.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 6.05 POWERS AND DUTIES OF BOARD OF ZONING APPEALS.

The Board of Zoning Appeals shall have the power to hear and decide appeals from the refusal, issuance, or revocation of a building permit,
ordinance no. 24-2016
(as amended)

occupancy certificate, or certificate of compliance by a municipal official; and to permit exceptions to and grant variances from zoning area regulations in individual cases when it is determined that practical difficulty exists. The practical difficulty standards to be applied in such cases shall be established by ordinance.

section 7.03 of the charter of the city of worthington to be amended to read as follows:

section 7.03 nominations.

there shall be no primary election for municipal offices. nominations for the office of member of council shall be made by petition only, signed by not less than fifty resident registered electors, on the forms for the nomination of nonpartisan candidates for such office, filed with the board of elections of franklin county under such regulations and at such time as are prescribed by the state elections laws.

section 9.01 of the charter of the city of worthington to be amended to read as follows:

section 9.01 oath of office.

every officer and employee of the municipality shall, before entering upon the duties of office or employment, take and subscribe to the following oath or affirmation, which may be administered by the city manager, or designee, and filed and kept in the office of the clerk:

"i solemnly swear (or affirm) that i will support the constitution of the united states and of the state of ohio and will obey the laws thereof and that i will, in all respects, observe the provisions of the charter and ordinances of this municipality, and will faithfully discharge the duties of ____________, upon which i am about to enter."

section 11.02 of the charter of the city of worthington to be amended to read as follows:

section 11.02 classified and unclassified service.

all positions in the service of the city shall be filled pursuant to open competitive examinations except:

(1) the clerk of council.
(2) the city manager.
(3) the assistant city manager.
(4) the directors, assistant directors, and deputy directors of departments.
(5) the administrative assistants.
(6) The Assistant to the City Manager.
(7) The Executive Assistant to the City Manager.
(8) Seasonal, temporary, and part-time employees.
(9) The Chief Building Inspector.
(10) The Clerk of the Mayor's Court.
   (Amended November 5, 1996.)

Appointment to and removal from the offices of City Council, Mayor, Vice-Mayor and members of boards, commissions and committees shall be made in accordance with the specific applicable terms of this Charter and ordinances of the City, and shall not be subject to the provisions of Sections 11.01 and this Section 11.02.

Section 11.03 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 11.03 PERSONNEL DEPARTMENT.

There shall be established a Personnel Department and the City Manager shall appoint, with the approval of the Council, a suitably qualified person to serve part or full time as Director of Personnel who shall:
(1) Recruit qualified persons;
(2) Prepare, schedule and hold examinations;
(3) Create eligible lists;
(4) Certify eligibles to the City Manager, as the appointing authority, for appointment;
(5) Classify positions and establish job classifications;
(6) Develop and conduct training programs;
(7) Prepare and recommend to City Council, through the City Manager, for approval and publication, necessary rules to establish and maintain the merit system in the Municipality;
(8) Perform such other duties relating to personnel matters as the City Manager may direct.

(b) To Delete Section 10.07 of the Charter of the City of Worthington.

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled “Proposed Charter Amendments – City of Worthington;” (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.
ORDINANCE NO. 24-2016
(As Amended)

SECTION 3. That the Director of Law be and he hereby is authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments, as set forth in Section 1 of this Ordinance, once a week for not less than two consecutive weeks in The Columbus Dispatch, a newspaper published and of general circulation in the Municipality, or as provided in Section 731.211 of the Ohio Revised Code, with the first publication being at least fifteen (15) days prior to the election hereinbefore provided.

SECTION 5. That this Ordinance, directing a question to the electorate, shall take effect immediately upon its passage and publication as provided in Section 2.19 of the Charter of the City of Worthington.

Passed ______________

President of Council

Attest:

Introduced July 5, 2016
P.H. July 18, 2016

Clerk of Council
SECTION 2.05  PRESIDENT OF COUNCIL, PRESIDENT PRO-TEM OF COUNCIL, MAYOR AND VICE-MAYOR.

At its organizational meeting after each election of Council members, the Council shall elect a President of Council and a President Pro-tem of Council, from among its members, for a term of two (2) years. The process for such election may be included in rules adopted by Council pursuant to Section 2.15 of this Charter. The President Pro-tem of Council shall act as President of Council in the absence of the President of Council.

At said organizational meeting, the Council shall also elect as Mayor and Vice-Mayor suitable persons from among citizens of this Municipality, qualified to serve on Council, for a term of two (2) years. A member of Council may not be elected either as Mayor or as Vice-Mayor.

The Mayor shall serve as judge of the Mayor’s Court to hear and determine misdemeanor cases arising under the ordinances of this Municipality, as provided by the laws of the State, unless and until another and different court is required by State legislative act. So long as there is a Mayor’s Court, the Mayor and Vice-Mayor shall each be an attorney admitted to the Bar of Ohio and be in good-standing with the Supreme Court of Ohio. Nothing in this Section 2.05 shall limit the City Council from appointing a magistrate to preside over Mayor’s Court in the absence of the Mayor and Vice-Mayor. City Council shall establish the qualifications of a magistrate and shall make such appointment by resolution.

The Mayor shall further be recognized as the ceremonial head of the Municipality but shall have no administrative duties. The Vice-Mayor shall act as Mayor during the absence of the Mayor. A vacancy in the office of Mayor or Vice-Mayor shall be deemed to occur for the same reasons set forth for a vacancy in the office of member of Council as provided in Section 2.03 hereof. Upon a vacancy in the office of Mayor, the Vice-Mayor shall serve for the unexpired term or until a Mayor is elected, whichever first occurs.

SECTION 2.17  PROCEDURE IN THE PASSAGE OF ORDINANCES.

Each proposed ordinance shall be in writing, shall contain a title and an opening clause: "Be It Ordained by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:" , and shall set forth at length therein the action to be taken. Each ordinance shall contain but one subject which shall be summarized in its title. At a regular or special meeting of Council, a proposed ordinance shall be read by title only and may thereupon be introduced by a member of Council. At the option of the President of Council, a title may be read in summary fashion, which shall include the ordinance number and a succinct description of the action to be considered. Upon its introduction and in the absence of it being declared an emergency ordinance as hereinafter provided, a public hearing date on the ordinance shall be scheduled for a subsequent regular or special meeting of the Council as it shall determine. The Clerk of Council shall cause a notice of public hearing on the ordinance to be published once in a newspaper of general circulation in the Municipality prior to the scheduled hearing date and shall cause the notice to be posted on at least one electronic medium which shall be determined by Council from-time-to-time on an annual basis. Such notice shall contain the title of the ordinance or a succinct summary of the title, the time, date, and place of the public hearing, and a statement that the ordinance is on file for public inspection in the office of the
Clerk of Council. At the public hearing, the ordinance shall be read a second time by title only, or by a succinct summary of the title only as may be determined by the President of Council, and, thereafter, the public hearing commenced under such rules as Council may provide. At the conclusion of the public hearing, the Council shall vote to adopt, with or without amendment, or reject the ordinance. The adoption of an ordinance shall require the affirmative vote of a majority of the members of Council and the attestation by signature thereon of the President and the Clerk of Council.

In addition to those categories of ordinances specifically set forth in Section 2.19 of this Charter, an ordinance necessary for the immediate preservation of the public health, safety, and welfare of the Municipality may be passed as an emergency measure to be immediately effective upon its passage and publication either: (1) upon introduction, provided the notice of public hearing on the ordinance is waived and the ordinance is declared to be immediately effective upon its passage and publication; or (2) at the conclusion of the public hearing thereon provided the ordinance is declared to be immediately effective upon its passage and publication. A six-sevenths (6/7) vote of the members of Council shall be required to waive the waiting period, to declare the immediate effectiveness of the ordinance, and to pass the ordinance.

SECTION 2.18  PUBLICATION OF PASSAGE OF ORDINANCES.

Public notice of the passage of an ordinance shall be published the Thursday following passage by one or more of the following methods:

1) By posting copies thereof in not less than four (4) of the most public places in the Municipality as determined by City Council, and on the City website;
2) By posting copies thereof in the office of the Clerk of Council;
3) By publication of a notice, one time, in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council pursuant to Section 2.17 of this Charter, setting forth the title and effective date of the ordinance and a statement that the ordinance is on file in the office of the City Clerk;
4) By publication at length, one time, in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council pursuant to Section 2.17 of this Charter;
5) In accordance with the provisions of Section 4.05 of this Charter in the case of the annual appropriations budget ordinance;
6) By setting forth their provisions at length in the Codified Ordinances made available for public inspection in libraries and in courts.

Publication of the passage of an ordinance shall be made by method one (1) above unless a provision of said ordinance provides another method.

(Amended November 6, 2007.)

SECTION 4.03  PUBLIC HEARING ON BUDGET ESTIMATES.
At the meeting of the Council at which the budget estimates are submitted by the City Manager, the Council shall schedule a public hearing on the budget. A notice of public hearing shall be published once in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council pursuant to Section 2.17 of this Charter, at least seven (7) days before the hearing. Such notice shall state that the budget estimates and message are on file for public inspection in the office of the Clerk of Council. On the date and at the time and place advertised, the Council shall hold a public hearing on the estimates as submitted and may continue such hearing. After the hearing, the Council shall adopt by ordinance the estimates as submitted, or as amended, as the appropriations budget of the Municipality for the ensuing budget year. Adoption of the budget ordinance shall require a majority vote of the members of Council.

SECTION 4.11  COMPETITIVE BIDDING.
SUPPLIES, MATERIALS AND EQUIPMENT; CONSTRUCTION OF IMPROVEMENTS.
ORDINANCE NO. 24-2016

To Provide for the Submission of Amendments to the Charter of the City of Worthington, Ohio, for a Vote of the City Electorate at a Regular Municipal Election Previously Ordered for and to be Held on November 8, 2016.

WHEREAS, the Charter of the City of Worthington, Ohio was originally adopted at an election held on November 6, 1956; and,

WHEREAS, Section 9.04 of the Charter authorizes amending the Charter in the manner set forth in Section 9 of Article XVIII of the Constitution of Ohio, and pursuant thereto has been amended at elections held on November 4, 1958; November 8, 1960; November 7, 1961; November 8, 1983, November 5, 1996, November 6, 2007 and November 3, 2015; and,

WHEREAS, Section 9.04 of the Charter requires City Council to appoint a Charter Review Commission not less frequently than every ten (10) years to review the Charter, to consider whether the Charter should be amended, and to recommend to City Council specific Charter amendments for submission to the City electorate; and,

WHEREAS, an eleven-member Charter Review Commission was appointed by City Council on February 8, 2016 and, thereafter, the Charter Review Commission commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and,

WHEREAS, upon consideration of the recommendations of the Charter Review Commission, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio, two-thirds of the members elected thereto herein concurring:

SECTION 1. That the question of amending the Charter of the City of Worthington by the enactment of amendments to certain Sections and the deletion of a Section of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 8th day of November, 2016, at the regular places and times of voting in the City:

(a) To Enact the following proposed amendments to the Charter of the City of Worthington:

Section 2.04 of the Charter of the City of Worthington to be amended to read as follows:
SECTION 2.04 SALARY.

The salary of Council members and the President of Council may be established by non-emergency ordinance one time prior to the general election held in November 2019. After such one-time increase, the salary of the members of Council shall be established by non-emergency ordinance, provided that no salary of a Council member shall be increased during that member's term of office and no salary shall be decreased during such term of office except with the consent of such member of Council.

Section 2.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.05 PRESIDENT OF COUNCIL, PRESIDENT PRO-TEM OF COUNCIL, MAYOR AND VICE-MAYOR.

At its organizational meeting after each election of Council members, the Council shall elect a President of Council and a President Pro-tem of Council, from among its members, for a term of two (2) years. The President Pro-tem of Council shall act as President of Council in the absence of the President of Council.

At said organizational meeting, the Council shall also elect as Mayor and Vice-Mayor suitable persons from among citizens of this Municipality, qualified to serve on Council, for a term of two (2) years. A member of Council may not be elected either as Mayor or as Vice-Mayor.

The Mayor shall serve as judge of the Mayor’s Court to hear and determine misdemeanor cases arising under the ordinances of this Municipality, as provided by the laws of the State, unless and until another and different court is required by State legislative act. So long as there is a Mayor’s Court, the Mayor and Vice-Mayor shall each be an attorney admitted to the Bar of Ohio and be in good-standing with the Supreme Court of Ohio. Nothing in this Section 2.05 shall limit the City Council from appointing a magistrate to preside over Mayor’s Court in the absence of the Mayor and Vice-Mayor. City Council shall establish the qualifications of a magistrate and shall make such appointment by resolution.

The Mayor shall further be recognized as the ceremonial head of the Municipality but shall have no administrative duties. The Vice-Mayor shall act as Mayor during the absence of the Mayor. A vacancy in the office of Mayor or Vice-Mayor shall be deemed to occur for the same reasons set forth for a vacancy in the office of member of Council as provided in Section 2.03 hereof. Upon a vacancy in the office of Mayor, the Vice-Mayor shall serve for the unexpired term or until a Mayor is elected, whichever first occurs.
Section 2.06 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.06  SALARY OF MAYOR AND VICE-MAYOR.

The salaries of Mayor and Vice-mayor shall be established by ordinance, and neither salary shall be increased or decreased during the Mayor’s or Vice-Mayor’s term of office.

Section 2.07 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.07  SPECIFIC POWERS OF COUNCIL

In addition to its legislative power and its executive authority and its power to prescribe by ordinance or resolution the manner in which any power of the Municipality may be exercised, the Council shall have the authority to:

(1) Appoint and remove the City Manager, appoint an Acting City Manager in the event the position of City Manager is vacant, and establish the salary for such positions by ordinance;
(2) Establish administrative departments, define their duties and procedures, and confirm the appointment of officers in unclassified positions and fix the salaries and wages for all employees;
(3) Adopt the municipal budget;
(4) Appoint and remove the members of the Municipal Planning Commission, the Board of Zoning Appeals, and of any board, commission, or committee created or authorized by this Charter or by ordinance or resolution of Council;
(5) Adopt and modify the official map of the Municipality;
(6) Regulate and restrict the use of public and private real estate in the interests of the health, safety, morals, and welfare of the people by establishing use zones and limiting area, land use, and building heights therein;
(7) Adopt and approve subdivision plats and establish subdivision regulations therefor;
(8) Authorize the levy and collection of taxes and the issuance of notes and bonds as provided in this Charter or as otherwise authorized by the laws of the State of Ohio;
(9) Authorize an audit of the accounts of the Municipality or any officer or department thereof in such manner and means as Council shall deem necessary and appropriate;
(10) Establish an Architectural District and appoint an Architectural Review Board, in accordance with Sec. 6.03(7) of this Charter, to exercise such powers within the Architectural District as are established by ordinance. (Amended November 8, 1983)
(11) Adopt, and review at least annually, a policy on the investment of funds held by the City. (Added November 5, 1996)
ORDINANCE NO. 24-2016

The Council may delegate the administration of any and all municipal
affairs to the City Manager who shall be responsible to the Council for the
performance thereof.

Section 2.10 of the Charter of the City of Worthington to be amended to read as
follows:

SECTION 2.10 COUNCIL RELATIONS WITH CITY
MANAGER

Except for the purpose of inquiry, the Council and its members shall deal
solely and directly through the City Manager with respect to any matter
related to the administrative affairs of the Municipality which are within
the scope of the power, duty, authority and responsibility of the City
Manager. Except to confirm the City Manager's appointment of officers in
unclassified positions of the Municipality, the Council and its members
shall not otherwise interfere with the appointment of officers in
unclassified positions or employees in the administrative service.

Section 2.17 of the Charter of the City of Worthington to be amended to
read as follows:

SECTION 2.17 PROCEDURE IN THE PASSAGE OF
ORDINANCES.

Each proposed ordinance shall be in writing, shall contain a title and an
opening clause: "Be It Ordained by the Council of the Municipality of
Worthington, County of Franklin, State of Ohio:”, and shall set forth at
length therein the action to be taken. Each ordinance shall contain but one
subject which shall be summarized in its title. At a regular or special
meeting of Council, a proposed ordinance shall be read by title only and
may thereupon be introduced by a member of Council. At the option of the
President of Council, a title may be read in summary fashion, which shall
include the ordinance number and a succinct description of the action to be
considered. Upon its introduction and in the absence of it being declared
an emergency ordinance as hereinafter provided, a public hearing date on
the ordinance shall be scheduled for a subsequent regular or special
meeting of the Council as it shall determine. The Clerk of Council shall
cause a notice of public hearing on the ordinance to be published once in a
newspaper of general circulation in the Municipality prior to the scheduled
hearing date and shall cause the notice to be posted on at least one
electronic medium which shall be determined by Council from time to
time. Such notice shall contain the title of the ordinance or a succinct
summary of the title, the time, date, and place of the public hearing, and a
statement that the ordinance is on file for public inspection in the office of
the Clerk of Council. At the public hearing, the ordinance shall be read a
second time by title only, or by a succinct summary of the title only as
may be determined by the President of Council, and, thereafter, the public
hearing commenced under such rules as Council may provide. At the
conclusion of the public hearing, the Council shall vote to adopt, with or without amendment, or reject the ordinance. The adoption of an ordinance shall require the affirmative vote of a majority of the members of Council and the attestation by signature thereon of the President and the Clerk of Council.

In addition to those categories of ordinances specifically set forth in Section 2.19 of this Charter, an ordinance necessary for the immediate preservation of the public health, safety, and welfare of the Municipality may be passed as an emergency measure to be immediately effective upon its passage and publication either: (1) upon introduction, provided the notice of public hearing on the ordinance is waived and the ordinance is declared to be immediately effective upon its passage and publication; or (2) at the conclusion of the public hearing thereon provided the ordinance is declared to be immediately effective upon its passage and publication. A six-sevenths (6/7) vote of the members of Council shall be required to waive the waiting period, to declare the immediate effectiveness of the ordinance, and to pass the ordinance.

Section 2.18 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.18  PUBLICATION OF PASSAGE OF ORDINANCES.

Public notice of the passage of an ordinance shall be published the Thursday following passage by one or more of the following methods:
1) By posting copies thereof in not less than four (4) of the most public places in the Municipality as determined by City Council, and on the City website;
2) By posting copies thereof in the office of the Clerk of Council;
3) By publication of a notice, one time, in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council, setting forth the title and effective date of the ordinance and a statement that the ordinance is on file in the office of the City Clerk;
4) By publication at length, one time, in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council;
5) In accordance with the provisions of Section 4.05 of this Charter in the case of the annual appropriations budget ordinance;
6) By setting forth their provisions at length in the Codified Ordinances made available for public inspection in libraries and in courts.
Publication of the passage of an ordinance shall be made by method one (1) above unless a provision of said ordinance provides another method.
(Amended November 6, 2007.)
Section 2.19 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 2.19 EFFECTIVE DATES OF ORDINANCES.

Ordinances raising revenue, those appropriating money for current operations, those directing an election or a question to the electorate, those authorizing annual tax levies, and those declared to be emergency ordinances as provided in Section 2.17 of this Charter shall be effective upon passage and publication. Except as may be provided in Section 1.04 of this Charter, all other ordinances shall take effect on the twentieth (20th) day following publication in order to afford an opportunity during that period for the filing of referendum petitions thereon.

Section 3.02 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 3.02 CITY MANAGER; POWERS AND DUTIES.

The City Manager shall be the chief executive and administrative officer of the Municipality, shall be responsible to the Council for the proper administration of the affairs of the Municipality and, to that end and subject to the provisions of this Charter, shall have power and be required to:

(1) Appoint and, when necessary, remove any of the classified and unclassified employees of the Municipality.
(2) Prepare and submit to the Council annual appropriations budget estimates and lawfully administer the budget adopted by Council.
(3) Prepare and submit to the Council and to the public an annual report including, but not limited to, the financial and administrative affairs and activities of the Municipality for the preceding year.
(4) Inform the Council of the current financial condition and future financial needs of the Municipality.
(5) Appoint such temporary advisory committees as are necessary and desirable.
(6) Delegate to subordinate officers and employees of the Municipality such duties conferred upon the City Manager by this Charter or by action of the Council as are necessary or appropriate for the efficient and effective operation of the Municipality.
(7) Perform such other duties, not inconsistent with this Charter, as may be required by the Council.
(8) Execute, upon authorization of the Council, contracts, leases, deeds, easements, conveyances and agreements as are necessary and appropriate to the efficient and effective operation of the City. (Amended November 8, 1983)
(9) Execute, without having to obtain additional authorization from Council, contracts for the expenditure of funds from the General Fund which have previously been appropriated by Council as part of the annual operating budget process or amendments thereto;
(10) Execute contracts for the construction of public improvements or the acquisition of capital assets only upon the specific authorization of Council at the time it appropriates funds from the Capital Improvement Fund for such construction or acquisition.
(Added November 5, 1996.)

Section 3.05 of the Charter of the City of Worthington to be amended to read as follows:

**SECTION 3.05 DEPARTMENT DIRECTORS.**

At the head of each department shall be a Director, responsible to and appointed by the City Manager with the approval of the Council, and who shall be an unclassified officer of the Municipality. The Director shall have supervision and control, subject to the direction of the City Manager, of the department and shall faithfully discharge those duties of the office and observe and enforce the provisions of this Charter and the ordinances of this Municipality. Two or more departments may be headed by the same officer and the City Manager may serve as head of one or more departments in addition to serving as City Manager, if approved by Council.

Section 4.03 of the Charter of the City of Worthington to be amended to read as follows:

**SECTION 4.03 PUBLIC HEARING ON BUDGET ESTIMATES.**

At the meeting of the Council at which the budget estimates are submitted by the City Manager, the Council shall schedule a public hearing on the budget. A notice of public hearing shall be published once in a newspaper of general circulation in the Municipality and on the electronic medium determined by Council, at least seven (7) days before the hearing. Such notice shall state that the budget estimates and message are on file for public inspection in the office of the Clerk of Council. On the date and at the time and place advertised, the Council shall hold a public hearing on the estimates as submitted and may continue such hearing. After the hearing, the Council shall adopt by ordinance the estimates as submitted, or as amended, as the appropriations budget of the Municipality for the ensuing budget year. Adoption of the budget ordinance shall require a majority vote of the members of Council.

Section 4.10 of the Charter of the City of Worthington to be amended to read as follows:

**SECTION 4.10 PURCHASING.**

The Council shall establish by ordinance a purchasing procedure for the City departments which may include a procedure for making emergency purchases by certain officers and employees of the Municipality.
Section 4.11 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.11  COMPETITIVE BIDDING.

Purchase of supplies, materials and equipment and the construction of public improvements for the Municipality shall be made by any method authorized by the State of Ohio for public entities, pursuant to such procedures and subject to such threshold amounts as the Council shall determine by ordinance.

Section 4.13 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.13  SHORT TERM BORROWING.

At any time in the fiscal year when the Council determines that revenues will be insufficient, to meet authorized expenditures, it may, by ordinance, direct the issuance of notes of three different types: (1) those issued to finance emergency appropriations under Sec. 4.12 of this Charter, when unappropriated available revenues are insufficient for such purpose; (2) as permitted by law, those issued in anticipation of the collection upon real and personal property; (3) those issued in anticipation of the collection of other types of revenue. The total amount of the notes issued in each case shall not exceed a reasonable estimate of the applicable revenues to be received during the fiscal year and the succeeding year and all such notes shall be redeemed not later than the end of the next fiscal year after their issuance.

Section 4.14 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 4.14  CHARACTERISTICS OF SHORT TERM NOTES.

Notes issued pursuant to the provision of Sec. 4.13 of this Charter shall be signed by the President of Council and the Director of Finance and shall be negotiable. They may be sold at public or private sale by the Director of Finance at the lowest net cost to the Municipality, shall be payable on demand or at fixed dates, no later than the end of the next fiscal year, and may in the latter case be either subject to redemption prior to maturity or non-callable at the option of the Municipality. No renewal or extension shall extend the maturity date beyond the end of the next fiscal year following their issuance.
Section 5.04 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 5.04 PROCEDURE IN BOND OR NOTE ISSUES.

In all respects not provided for otherwise in this Charter the procedure followed in authorizing and issuing bonds and notes and applying the proceeds shall be in accordance with the provisions of the Uniform Public Securities Act as established by the Revised Code of Ohio.

Section 5.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 5.05 FISCAL AGENT.

The Council shall designate the fiscal officer or trustee for the Municipality in all transactions under the Uniform Public Securities Act.

Section 6.03 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 6.03 POWERS AND DUTIES OF MUNICIPAL PLANNING COMMISSION.

The Municipal Planning Commission shall have the power to:

1. Review and recommend any revisions to the Master Plan, official map, area plans, and development standards of the City as often as necessary but not less frequently than every five (5) years; 
   (Amended November 5, 1996.)
2. Recommend to Council the disposition of requests for subdivision platting;
3. Recommend to Council amendments to the zoning plan and ordinance of the Municipality;
4. Recommend to Council zoning changes and zoning for newly annexed areas;
5. Determine or recommend to Council, as provided by ordinance, the disposition of requests for conditional use permits;
6. Cooperate with the regional planning commission and the planning commissions of area municipalities;
7. Act as the Board of Architectural Review as provided by ordinance. The Council shall annually appoint as additional voting members of the Board of Architectural Review two representatives of the Architectural Review District, one or both of whom shall be a resident freeholder of said District;
8. Perform such other duties, not inconsistent with this Charter, as may be required by ordinance.

In rendering a decision or recommendation, the Municipal Planning Commission shall articulate its basis therefor, in writing, by reference to
the relationship that decision or recommendation has to the overall comprehensive planning goals of the City, which may be found in the Master Plan, the zoning map, a course of zoning or subdivision practices by the City, or any other acknowledged comprehensive strategy or goals previously established at the time of the decision or recommendation.

Section 6.05 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 6.05 POWERS AND DUTIES OF BOARD OF ZONING APPEALS.

The Board of Zoning Appeals shall have the power to hear and decide appeals from the refusal, issuance, or revocation of a building permit, occupancy certificate, or certificate of compliance by a municipal official; and to permit exceptions to and grant variances from zoning area regulations in individual cases when it is determined that practical difficulty exists. The practical difficulty standards to be applied in such cases shall be established by ordinance.

Section 7.03 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 7.03 NOMINATIONS.

There shall be no primary election for municipal offices. Nominations for the office of member of Council shall be made by petition only, signed by not less than fifty resident registered electors, on the forms for the nomination of nonpartisan candidates for such office, filed with the Board of Elections of Franklin County under such regulations and at such time as are prescribed by the State elections laws.

Section 9.01 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 9.01 OATH OF OFFICE.

Every officer and employee of the Municipality shall, before entering upon the duties of office or employment, take and subscribe to the following oath or affirmation, which may be administered by the City Manager, or designee, and filed and kept in the office of the Clerk:

"I solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Ohio and will obey the laws thereof and that I will, in all respects, observe the provisions of the Charter and ordinances of this Municipality, and will faithfully discharge the duties of _________________. upon which I am about to enter."
ORDINANCE NO. 24-2016

Section 11.02 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 11.02 CLASSIFIED AND UNCLASSIFIED SERVICE.

All positions in the service of the City shall be filled pursuant to open competitive examinations except:
(1) The Clerk of Council.
(2) The City Manager.
(3) The Assistant City Manager.
(4) The directors, assistant directors, and deputy directors of departments.
(5) The Administrative Assistants.
(6) The Assistant to the City Manager.
(7) The Executive Assistant to the City Manager.
(8) Seasonal, temporary, and part-time employees.
(9) The Chief Building Inspector.
(10) The Clerk of the Mayor's Court.

(Amended November 5, 1996.)

Appointment to and removal from the offices of City Council, Mayor, Vice-Mayor and members of boards, commissions and committees shall be made in accordance with the specific applicable terms of this Charter and ordinances of the City, and shall not be subject to the provisions of Sections 11.01 and this Section 11.02.

Section 11.03 of the Charter of the City of Worthington to be amended to read as follows:

SECTION 11.03 PERSONNEL DEPARTMENT.

There shall be established a Personnel Department and the City Manager shall appoint, with the approval of the Council, a suitably qualified person to serve part or full time as Director of Personnel who shall:
(1) Recruit qualified persons;
(2) Prepare, schedule and hold examinations;
(3) Create eligible lists;
(4) Certify eligibles to the City Manager, as the appointing authority, for appointment;
(5) Classify positions and establish job classifications;
(6) Develop and conduct training programs;
(7) Prepare and recommend to City Council, through the City Manager, for approval and publication, necessary rules to establish and maintain the merit system in the Municipality;
(8) Perform such other duties relating to personnel matters as the City Manager may direct.

(b) To Delete Section 10.07 of the Charter of the City of Worthington.
ORDINANCE NO. 24-2016

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled “Proposed Charter Amendments – City of Worthington;” (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.

SECTION 3. That the Director of Law be and he hereby is authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments, as set forth in Section 1 of this Ordinance, once a week for not less than two consecutive weeks in The Columbus Dispatch, a newspaper published and of general circulation in the Municipality, or as provided in Section 731.211 of the Ohio Revised Code, with the first publication being at least fifteen (15) days prior to the election hereinbefore provided.

SECTION 5. That this Ordinance, directing a question to the electorate, shall take effect immediately upon its passage and publication as provided in Section 2.19 of the Charter of the City of Worthington.

Passed ___________________

______________________________  P.H. July 18, 2016
President of Council

Attest:

______________________________  Introduced July 5, 2016
Clerk of Council

P.H. July 18, 2016
ORDINANCE NO. 25-2016

Accepting Storm Sewer, Water Lines, Sanitary Sewer, and Street Improvements in the Michaela Subdivision.

WHEREAS, the public improvements in the Michaela Subdivision (also known as the Monterra Subdivision and hereafter titled) are substantially complete, and

WHEREAS, the City staff has recommended acceptance of the storm sewer, water line, sanitary sewer, and street improvements in the Monterra Subdivision.

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

SECTION 1. That the storm sewer lines, sanitary sewer lines, water lines, street improvements and right-of-way landscaping in the Subdivision be accepted subject to the receipt of a Performance Bond, Irrevocable Letter of Credit, or Certified Check in an amount equal to the cost of construction of sidewalks and right-of-way seeding in said Subdivision and subject to the one-year maintenance period beginning the effective date of this ordinance and accept a Performance Bond, Irrevocable Letter of Credit, or Certified Check in an amount equal to ten percent (10%) of the cost of construction of said improvements for the one-year maintenance period. The one-year maintenance period shall extend to the asphalt path constructed within the Olentangy River Road right of way.

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:

________________________________  P.H. July 18, 2016
Clerk of Council

Introduced July 5, 2016
P.H. July 18, 2016
MEMORANDUM

TO: Matt Greeson, City Manager
FROM: Daniel Whited, P.E., Director of Service and Engineering
       Rob Chandler, Assistant to the Director
DATE: June 29, 2016
SUBJECT: Accepting the Public Improvements at Monterra Subdivision

Monterra Subdivision, formerly known as Michaela Subdivision, has been completed in accordance with the terms and conditions of the formal Subdivider’s Agreement.

City staff was onsite during construction and installation of sanitary sewer lines, storm sewer lines, water lines, street improvements, and bike path installation (referred to further as public improvements).

All required and necessary tests and formal inspection of the public improvements were conducted by Department of Service & Engineering Staff. The public improvements have passed inspection.

Nick Savko & Sons, the developer of Monterra Subdivision, has posted the necessary performance bond on file with the City of Worthington as required by ordinance.

Staff recommends the acceptance of the sanitary sewer, storm sewer, water lines and street improvements at the Monterra Subdivision as built.
ORDINANCE NO. 26-2016

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, 2016 and ending December 31, 2018," 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, Acting Police Chief, 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:  
Introduced July 5, 2016
P.H. July 18, 2016
Clerk of Council  
Effective
MEMORANDUM

TO: Matt Greeson, City Manager
FROM: Robyn Stewart, Assistant City Manager
DATE: July 13, 2016
SUBJECT: FOP COLLECTIVE BARGAINING AGREEMENT 2016-2018

The City’s collective bargaining agreement with the Fraternal Order of Police Capital City Lodge #9 expired at the end of 2015. The City’s negotiating team has reached a tentative agreement with the FOP and the agreement has been approved by the FOP members. The changes to the contract are described in the attached summary document. They are also noted on the attached redline copy of the agreement.
FOP Contract Changes Summary

Use of Email System by Lodge (Article 3)
- Clarifies the Lodge is permitted to use the City’s email or IT system to provide information about Lodge business and representation and the Lodge is subject to the City’s IT regulations and there shall be no expectation of privacy.

Grievance Procedure (Article 7)
- Clarifies that when a grievance is initiated, the grievance representative will typically be from the same bargaining unit

Time Off for Lodge Business (Article 8)
- Increases from 120 hours to 128 hours the total amount of time off Lodge officers, delegates or grievance representatives may use to conduct Lodge business.

Annual Patrol Shift Assignment (Article 11)
- Changes the timing of the annual shift assigned bid process from December to October and clarifies that the sergeant shift bid is conducted first, then the patrol officer bid is conducted.
- Clarifies that members on extended authorized leave and are medically unable to perform regular patrol duties do not participate in the shift assignment bid unless they are expected to return to patrol duty within 90 days of the effective date of the assignments.

Substance Abuse & Testing (Article 12)
- Adds the ability for the City to implement random drug testing
- Eliminates the connection between adverse performance of duties and “under the influence” as it relates to alcohol and illegal drugs

Use of Tobacco Products (Article 13)
- Adds language prohibiting cigarette use for new employees and designates all City property as no tobacco use areas.

Member Assistance Program (Article 14)
- Eliminates the connection between unsatisfactory work performance and referrals to the assistance program.
Investigative Procedures (Article 15)
- Adds language to clarify that if an interview is conducted, it will be conducted by a Member whose rank is higher than the rank of the Member being interviewed.

Discipline (Article 16)
- Reduces progressive discipline from five steps to four
- Revised language to make the pre-disciplinary session before the City Manager prior to suspension, demotion or dismissal less formal. Clarifies language regarding the provision of advance notice to the Member and the Lodge before any statement to the media at the conclusion of the pre-disciplinary session.

Personnel Records (Article 17)
- Revises the language related to a public records requests for personnel records to make it consistent with State law

Wages (Article 22)
- 2016 – $2,000 per Member lump sum payment upon ratification of the contract; 3.0% wage increase effective upon ratification of the contract
- 2017 – 2.75% wage increase
- 2018 – 2.5% wage increase

Call-in Pay & Court Pay (Article 23)
- Clarifies that call in and court pay only apply to court proceedings related to the Member’s job, not personal matters
- Detective On Call rate increases from the current $1.00 per hour to $1.25 in 2017 and $1.50 in 2018

Leave Time (Article 24)
- Replaces Columbus Day with Veteran’s Day on the list of paid holidays
- Clarifies when the extra pay for working Thanksgiving, Christmas and New Year’s Day is paid
- Increases vacation leave accrual. For 5-8 years of service, receive an additional 16 hours of leave per year; for 21+ years of service, receive an additional 24 hours of leave per year; all other years of service categories receive an additional 4 hours of leave per year.
- Increases the hours of unused vacation leave that can be converted by pay from 40 hours to 60 hours and increases the maximum annual amount for all vacation payouts for Members from $15,000 to $30,000.
• Adds language clarifying the eligible uses of sick leave and prohibiting the use of sick leave to “bridge” into separation from employment.
• Clarifies the City has discretion on whether to accommodate a Member’s request for light duty.
• Clarifies the language related to the use of unpaid disability leave as it relates to making a request and the City’s ability to require an examination by a physician. Clarifies the City has the discretion to grant or deny the request for the leave.

Shift Differential (Article 26)
• Increases the amount of shift differential from $1.25 per hour to $1.30 per hour beginning in 2017.
• Clarifies when shift differential is paid when the Member is in a light duty assignment.

Clothing Allowance (Article 27)
• Increases the annual clothing allowance from $1,000 to $1,050 in 2017 and to $1,100 in 2018. Adds a single reimbursement of $500 for Members assigned to “plain clothes” duty.

Training (Article 28)
• Provides for the Police Chief to establish the standards for basic first responder and CPR courses and firearms qualifications.
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

CITY OF WORTHINGTON

AND

THE

FRATERNAL ORDER OF POLICE CAPITAL CITY LODGE # 9

2013-2015
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ARTICLE 1

AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into as of the 1st day of January, 2013 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. 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 on or adjacent to the Lodge bulletin board 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 aforementioned rules shall apply to the use of Department e-mail correspondence. 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 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 (7) 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 (7) 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 (7) 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 (7) day time limit need not be considered.

2. Within seven (7) 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 (7) 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 (7) 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 (7) 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 (7) 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 (7) 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 (7) 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 (7) 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) 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 (1208) 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.

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) 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 (31st) 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 five-seven (57) 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 December/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 or patrol officer 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 in November 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. Supervisor 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. “Under the influence” means that the Member is or would be adversely affected in the performance of his or her duties by using illegal drugs or misusing alcohol or legally prescribed drugs, or using the combination of illegal drugs, misused legal drugs and/or alcohol.

B. “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.

C. “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.

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. 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 for and Random Testing. A Member shall not be tested for alcohol or drug usage in the absence of reasonable suspicion to believe that his or her performance is or would be adversely 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 performance has been adversely 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.

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. 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 Chief, or designee 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 effects 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.

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

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 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 or whenever the work performance of a Member is deemed unsatisfactory, 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 or that it may be causing the unsatisfactory work performance, 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, improves to the level agreed upon by the City and the Member at the time of professional referral, no disciplinary action will be taken. However, if the work
performance problems of the Member continue, after a reasonable attempt at correction 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. An interview shall be conducted by a Member of the Division whose rank is higher than the rank of the Member being interviewed, and such interview 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 hearingconference, 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 hearingconference.

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 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 demotion or 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;
D. Demotion in rank or reduction in step pay; or demotion.

D. E. 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 Hearing Conference. Prior to the imposition of any suspension, reduction in rank or pay; or demotion, or dismissal, a Member shall be afforded the opportunity for a hearing conference before the City Manager or designee. A Member may waive, in writing, his or her right to such a hearing conference and, upon doing so, shall be deemed to have irrevocably waived his or her right to any appeal of the suspension, reduction in rank or pay; or 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 hearing conference, written notice of (1) the date, time, and place of the hearing conference, and (2) the specific matters or charges which will be considered at the hearing conference, together with the description of any testimony, documents or other evidence to be introduced by the City at the hearing conference, as set forth in Section 15.6(N). The Member may request a continuance of the hearing conference date, which shall be granted, provided that the rescheduled hearing conference is held within a reasonable period of time. The City Manager, or designee, may also reschedule this hearing conference.

At the hearing conference, the City shall present the facts and circumstances which support the proposed suspension, reduction in rank or pay; or demotion, or dismissal, together with any testimony, all written documents, or other evidence related thereto. At the hearing conference, 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. The City and the Member shall each have the, but no right to question the call adverse witnesses of the other, or cross examine. The City Manager shall record the hearingconference and provide, upon request, a complimentary copy of the recording to the Member, unless the City Manager or designee and the Member agree that a record is unnecessary.

After the close of the hearingconference, 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 endeavor provide notice to notify the Member and the Lodge prior to making a public statement to the media regarding the disposition of the hearingconference.

If the City Manager and/or designee, was materially involved in the determination to seek a suspension, reduction in rank or pay 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 hearingconference 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 shall (1) require any 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 or 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 an 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
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 on January 1, 2013 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:

2013 ANNUAL WAGE SUMMARY

(2013 AVERAGE WAGES – To be used for Pay in Lieu of Vacation, Payments at Separation and Holiday Leave Payout)

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>20A  Average Hourly</td>
<td>24.9811</td>
<td>29.6054</td>
<td>30.8773</td>
<td>31.322543</td>
</tr>
<tr>
<td></td>
<td>Average Biweekly</td>
<td>2,990.84</td>
<td>3,420.05</td>
<td>3,651.65</td>
<td>3,671.19</td>
</tr>
<tr>
<td></td>
<td>Annual</td>
<td>51,960.60</td>
<td>52,709.97</td>
<td>64,224.83</td>
<td>66,256.98</td>
</tr>
<tr>
<td>Police Sergeant</td>
<td>27  Average Hourly</td>
<td>3941.69</td>
<td>424.75</td>
<td>3,420.05</td>
<td>566.94</td>
</tr>
<tr>
<td></td>
<td>Average Biweekly</td>
<td>3,175.14</td>
<td>3,420.05</td>
<td>3,651.65</td>
<td>3,671.19</td>
</tr>
<tr>
<td></td>
<td>Annual</td>
<td>82,610.59</td>
<td>84,019.89</td>
<td>94,942.12</td>
<td>98,550.81</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>32  Average Hourly</td>
<td>457.64</td>
<td>479.38</td>
<td>4,019.89</td>
<td>4,052.11</td>
</tr>
<tr>
<td></td>
<td>Average Biweekly</td>
<td>3,651.08</td>
<td>3,790.53</td>
<td>3,790.53</td>
<td>422</td>
</tr>
<tr>
<td></td>
<td>Annual</td>
<td>94,942.12</td>
<td>98,550.81</td>
<td>102,783.63</td>
<td>102,783.63</td>
</tr>
</tbody>
</table>

In lieu of retroactive pay, each Member covered by this Agreement and actively employed by the City on June 16, 2016 shall receive a non-pensionable one-time lump sum ratification bonus from the City in the amount of two thousand dollars ($2,000.00), minus applicable withholdings, issued with the pay date of August 19, 2016. This lump sum payment shall not be calculated or considered in or with any overtime or other payments.

Effective from 8/15/2016 through 12/31/2016 (3% increase)

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>20A  Average Hourly</td>
<td>24.9811</td>
<td>29.6054</td>
<td>30.8773</td>
<td>31.322543</td>
</tr>
<tr>
<td></td>
<td>Average Biweekly</td>
<td>2,990.84</td>
<td>3,420.05</td>
<td>3,651.65</td>
<td>3,671.19</td>
</tr>
<tr>
<td></td>
<td>Annual</td>
<td>51,960.60</td>
<td>52,709.97</td>
<td>64,224.83</td>
<td>66,256.98</td>
</tr>
</tbody>
</table>
## 2017 ANNUAL WAGE SUMMARY

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

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step D</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td></td>
<td>20A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average Hourly</td>
<td>257.5473</td>
<td>302.2671</td>
<td>32.5716</td>
<td>38.4124</td>
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<tr>
<td></td>
<td>Average Biweekly</td>
<td>2,2043.45</td>
<td>2,4261.47</td>
<td>2,6058.26</td>
<td>3,0592.97</td>
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<tr>
<td></td>
<td>Annual</td>
<td>673,747.26</td>
<td>795,553.85</td>
<td>858,877.47</td>
<td>967,965.70</td>
</tr>
</tbody>
</table>

| 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 | | |

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## 20158 ANNUAL WAGE SUMMARY

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step D</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
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</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td></td>
<td>20A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average Hourly</td>
<td>26.8356</td>
<td>31.8036</td>
<td>34.2191</td>
<td>40.1821</td>
</tr>
<tr>
<td></td>
<td>Average Biweekly</td>
<td>2,146.85</td>
<td>2,544.29</td>
<td>2,737.53</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual</td>
<td>55,818.07</td>
<td>66,151.57</td>
<td>71,175.80</td>
<td></td>
</tr>
</tbody>
</table>

| 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 | | |

---
Effective 1/1/2018 through 12/31/2018 (2.5% increase)

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step A</th>
<th>Step B</th>
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</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td></td>
<td>268,054</td>
<td>30,873</td>
<td>308,927</td>
</tr>
<tr>
<td>20A</td>
<td>Average Hourly</td>
<td>225</td>
<td>23,467</td>
<td>249,933</td>
</tr>
<tr>
<td>336,039</td>
<td>Average Biweekly</td>
<td>1,032</td>
<td>119,129</td>
<td>754,222</td>
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<tr>
<td>2,657,800</td>
<td>Annual</td>
<td>54,192</td>
<td>64,324</td>
<td>69,102</td>
</tr>
<tr>
<td>69,670,001</td>
<td></td>
<td>54,192</td>
<td>64,324</td>
<td>69,102</td>
</tr>
</tbody>
</table>

Police Sergeant

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Average Hourly</td>
<td>41,874</td>
<td>44,583</td>
<td>46,367</td>
</tr>
<tr>
<td>3,311,592</td>
<td>Average Biweekly</td>
<td>33,333</td>
<td>35,866</td>
<td></td>
</tr>
<tr>
<td>869,314</td>
<td>Annual</td>
<td>869,314</td>
<td>924,060</td>
<td></td>
</tr>
</tbody>
</table>

Police Lieutenant

<table>
<thead>
<tr>
<th>Range</th>
<th>Period</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Average Hourly</td>
<td>47,516</td>
<td>49,415</td>
<td>50,604</td>
</tr>
<tr>
<td>3,808,464</td>
<td>Average Biweekly</td>
<td>34,893</td>
<td>36,953</td>
<td></td>
</tr>
<tr>
<td>99,107,419</td>
<td>Annual</td>
<td>99,107</td>
<td>102,114</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Years</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five through Ten Years</td>
<td>$1200.00</td>
</tr>
<tr>
<td>Eleven through Fifteen Years</td>
<td>$1350.00</td>
</tr>
<tr>
<td>Sixteen through Twenty Years</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Twenty-One through Twenty-Five Years</td>
<td>$1700.00</td>
</tr>
<tr>
<td>Twenty-Six years and above</td>
<td>$1900.00</td>
</tr>
</tbody>
</table>

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 15th 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 15th 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 1st
2. Martin Luther King Day – 3rd Monday in January
3. President’s Day – 3rd Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day - July 4th
6. Labor Day – 1st Monday in September
7. Columbus Day – 2nd Monday in October
8. Veterans Day
9. Thanksgiving Day 4th Thursday in November
10. Day following Thanksgiving – 4th Friday in November
11. Christmas Day – December 25th
12. The Half-day before Christmas Day
13. The Half-day before New Year’s Day
14. 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 1st 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 1st 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 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 (1¾) 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, 2008, pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Beginning Years of City Service</th>
<th>Annual Vacation Accrual Hours</th>
<th>Hours Accrued Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>96-100</td>
<td>8.33</td>
</tr>
<tr>
<td>5-8</td>
<td>1204</td>
<td>8.6610</td>
</tr>
<tr>
<td>9-12</td>
<td>1448</td>
<td>12.33</td>
</tr>
<tr>
<td>13-15</td>
<td>16872</td>
<td>14.33</td>
</tr>
<tr>
<td>16-20</td>
<td>2004</td>
<td>16.667</td>
</tr>
<tr>
<td>21+</td>
<td>24640</td>
<td>18.20</td>
</tr>
</tbody>
</table>

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 forty-sixty (460) 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 16th of prior year to November 15th of current year. If the requests exceed $4530,000 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.

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 shall be allowed 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 shall be returned to his/her previously held platoon 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, 2009, all Members shall receive nine hundred twenty five dollars ($925.00) annually to be spent for actual clothing and approved equipment purchases. Effective January 1, 2012, this annual allowance shall be increased to one thousand dollars ($1,000.00). Effective January 1, 2017, this annual allowance shall be increased to one thousand and fifty dollars ($1,050.00). 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 a basic first aid responder course every three (3) years.

B. Successfully complete a course and be certified(s) in cardiopulmonary resuscitation annually.

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 two thousand dollars
($2,000.00) per calendar year, in courses of instruction voluntarily undertaken that are job-related. Effective January 1, 2011, reimbursement will be increased to a maximum of two thousand five hundred dollars ($2,500). Effective January 1, 2012, reimbursement will be increased to a maximum of three thousand dollars ($3,000).

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 determine 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, 2013 unless otherwise expressly specified herein. This Agreement shall continue in all respects in full force and effect until midnight December 31, 2015.

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 ______________________, 2013.

FOR THE CITY: FOR THE FOP:

_________________________________  _______________________________________
Matthew H. Greeson, Jason Pappas,
City Manager President

_________________________________  _______________________________________
Molly Roberts, Shaun Laird
Director of Finance Lodge Liaison

_________________________________  _______________________________________
James Mosic, Stephen Mette
Chief of Police FOP Team Member

_________________________________  _______________________________________
Robyn Stewart, Jim Moran
Assistant City Manager FOP Team Member

_________________________________  _______________________________________
Michael Minister, Keith Agin
Director of Law FOP Team Member
Lori Trego, Jon Gebhart  
Personnel Director  FOP Team Member  
[TO BE COMPLETED]  

Daniel Guttman, Kevin Frazier  
Chief Negotiator  FOP Team Member  
Baker & Hostetler  

Richard Lippolis  
FOP Team Member  

Russell E. Carnahan  
Lodge Attorney
ORDINANCE NO. 27-2016

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of Installation and Related Services for Pedestrian Hybrid Beacons at the High Street Intersections of Stafford Avenue, Village Green South and Short Street and Determining to Proceed with said Project. (Project No. 626-16)

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. 308.3010.533355 the sum of _____________________ to pay the cost of Installation and Related Services for Pedestrian Hybrid Beacons at the High Street Intersections of Stafford Avenue, Village Green South and Short Street (Project 626-16).

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with firm of ________________________ 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:

Introduced
P.H.

Clerk of Council
The Mobility Study completed by DLZ Engineering has recommended the upgrade of the signalized crosswalks in the Central Business District. The study identified the need for a signalized crossing on High St. at Stafford Ave as well. Three sets of Pedestrian Hybrid Beacons (PHBs) have been designed and construction plans are complete.

PHBs are different from traffic signal and constant flashing beacons because they are activated only when needed by pedestrians. Since they remain “dark” until activated, they act to increase driver attention to pedestrians, thereby reducing rear-end collisions and increasing pedestrian safety. The PHB red signal indication removes any judgement from the motorist and requires a complete stop.

DLZ has prepared plans and specifications for this work. The engineering estimate for the repairs is $185,000.00. The City Council authorized the advertisement for bids for this project on July 5th. The bid opening is scheduled for noon on July 15th and the results of the bids will be presented at the meeting.
ORDINANCE NO. 28-2016

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay for the Central District Sanitary Sewer Repairs on South Street and Determining to Proceed with said Project. (Project No. 618-15)

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. 308.8170.533346 the sum of ______________________________ to pay for the Central District Sanitary Sewer Repair costs on South Street and all related expenses (Project 618-15).

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with firm of ____________________ 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: 

_____________________________  P.H. July 18, 2016
Clerk of Council

Introduced July 5, 2016
MEMORANDUM

To: Matthew H. Greeson, City Manager

From: Daniel Whited, P.E., the Director of Service & Engineering
Rob Chandler, Assistant to the Director of Service & Engineering

Cc: Tom Gilkey, Service & Engineering Superintendent
Steve Tennant, Service & Engineering Supervisor

Subject: Central District Sanitary Repairs, Project Number 618-15

Date: July 14, 2016

The Central District Sanitary Sewer Evaluation Study (SSES) currently being conducted by DLZ
Engineering identifies several sewer deficiencies in need of repair. One of the projects that
results from the identification of deficiencies is the construction of improvements to the sewer
line and manhole modifications on West South Street. This work will address the deficiencies
identified by the consultant and lessen the risk of sewer surcharging and "water-in-basement"
events that may result from the surcharges.

DLZ has prepared plans and specifications for this work. The engineering estimate for the
repairs is $107,162.00. The City Council authorized the advertisement for bids for this project
on July 5th. The bid opening is scheduled for noon on July 15th and the results of the bids will be
presented at the meeting.
RESOLUTION NO. 29-2016

Adjusting the Annual Budget by Providing for a Transfer of Previously Appropriated Funds.

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

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

SECTION 1. That there be and hereby is made the following transfer of previously appropriated funds:

<table>
<thead>
<tr>
<th>From Account No.</th>
<th>To Account No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101.2020.511019</td>
<td>101.2030.511019</td>
<td>500.00</td>
</tr>
<tr>
<td>101.2030.511021</td>
<td>101.2020.511021</td>
<td>34,000.00</td>
</tr>
<tr>
<td>101.2030.511026</td>
<td>101.2030.511153</td>
<td>1,900.00</td>
</tr>
<tr>
<td>101.6070.511052</td>
<td>101.6070.511151</td>
<td>100,000.00</td>
</tr>
<tr>
<td>101.6070.511053</td>
<td>101.6070.511151</td>
<td>25,000.00</td>
</tr>
</tbody>
</table>

Total General Fund Transfers $164,100.00

Street Maintenance & Repair Fund (#202)

<table>
<thead>
<tr>
<th>From Account No.</th>
<th>To Account No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>202.2060.511060</td>
<td>202.2060.511059</td>
<td>$13,500.00</td>
</tr>
</tbody>
</table>

Total Street Maintenance & Repair Fund $13,500.00

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

Adopted ________________

____________________________________
President of Council

Attest:

____________________________________
Clerk of Council
MEMORANDUM

TO: Matt Greeson, City Manager

FROM: Molly Roberts, Finance Director

DATE: July 13, 2016

SUBJECT: Transfer Resolution

Please include the attached Transfer Resolution on the Council agenda for July 18, 2016. The following accounts need to be modified in order to provide additional funding for anticipated expenses from previously appropriated funds as indicated. The reallocation of these funds does not increase the total annual appropriations for the 2016 Operating Budget.

**Transfer Resolution**

**General Fund (#101)**

The following transfers are requested within the Police Department accounts. These transfers are necessary in order to capture expenditures in appropriate account lines. The Police Department has experienced several retirements and other staff transitions which allow for the transfer of funds to meet anticipated obligations.

| From: 101.2030.511021 Police Officer Salary – Police Support | To: 101.2020.511021 Police Officer Salary – Police Community Service | $ 34,000.00 |

The transfers listed below are requested within the Fire Department accounts. Staffing transitions and unanticipated leaves have resulted in the need to further utilize overtime for shift coverage. Additional funding for overtime is requested to cover anticipated expenses for the remainder of the third quarter due to various extended leaves and retirements resulting in additional coverage needs.
From: 101.6070.511052 Firefighter Wages – Fire Operations
To: 101.6070.511151 Overtime – Fire Operations $ 100,000.00

From: 101.6070.511053 P.T. Firefighter Wages – Fire Operations
To: 101.6070.511151 Overtime – Fire Operations $ 25,000.00

Total General Fund Transfer $ 164,100.00

Street Maintenance & Repair Fund (#202)

The transfers listed below are requested in order to capture staffing expenditures in the appropriate account line. A calculation error was found after the passage of the original budget which necessitates this account line correction.

To: 202.2060.511059 Fleet Mechanic – St Equip & Const. $ 13,500.00

Total Street Maintenance & Repair Fund $ 13,500.00
RESOLUTION NO. 30-2016

Authorizing an Amendment to the Final Development Plan for 2245 & 2285 West Dublin-Granville Road and Authorizing Variances (Tom Hayer/ Linworth Plaza, LLC).

WHEREAS, Tom Hayer/ Linworth Plaza, LLC has submitted a request for an amendment to the Final Development Plan for 2245 & 2285 West Dublin-Granville Road; and,

WHEREAS, Sections 1175.01 (f) and 1107.01 of the Codified Ordinances of the City of Worthington provide that when an applicant wishes to change, adjust or rearrange buildings, parking areas, entrances, heights or yards, following approval of a Final Development Plan, and variances are included, the modification must be approved by the City Council; and,

WHEREAS, the proposal has received a complete and thorough review by the Municipal Planning Commission on June 23, 2016 and approval has been recommended by the Commission.

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

SECTION 1. That the amendment to the approved Final Development Plan to renovate the site at 2245 & 2285 West Dublin-Granville Road as per Case No. ADP 05-16, Drawings No. ADP 05-16 dated June 10, 2016 attached hereto as Exhibit “A” be approved.

SECTION 2. That there be and hereby is granted a variance from Code Section 1149.02, to allow for a transformer to be located closer to the rear property line than the required thirty (30’) feet.

SECTION 3. That the Clerk of Council be and hereby is instructed to record this Resolution in the appropriate record book.

Adopted _________________

__________________________
President of Council

Attest:

__________________________
Clerk of Council
New Transformer Locations

PARKING BLOCK/BOLLARDS

PAD 15'x7.5'
VIBURNUM

EXISTING ARBOVITAE

EAST TRANSFORMER PAD

SCALE 1/8" = 1'-0"

PARKING BLOCK/BOLLARDS

PAD 15'x7.5'
VIBURNUM

NORWAY SPRUCE
ARBORVITAE

PROPERTY LINE

WEST TRANSFORMER PAD

SCALE 1/8" = 1'-0"

CITY OF WORTHINGTON DRAWING NO. DATE 4-10-11a

LINHURST CROSSING
65042-CO

EXHIBIT "A"
MEMORANDUM

TO: Matthew H. Greeson, City Manager
FROM: R. Lee Brown, Director
DATE: July 6, 2016
SUBJECT: Resolution for Amendment to Development Plan and Variance – 2245 & 2285 West Dublin-Granville Road (Tom Hayet/ Linworth Plaza, LLC) (ADP 05-16)

Findings of Fact & Conclusions

Background & Request
In 2014 & 2015, the property owner of this land at the southwest corner of W. Dublin-Granville Rd. and Linworth Rd. annexed, rezoned, subdivided, created a Development Plan, and received Architectural Review Board approval to redevelop the property as a neighborhood commercial site. Construction of Linworth Crossing is progressing, and as the project moves forward approval of amendments is needed. This application addresses transformer placement.

Project Details:
1. Two transformers were originally proposed toward the rear of the site, next to proposed dumpsters. AEP has determined final location must be south of the previously approved areas due to the location of the sanitary sewer. Because proximity to the south property line is closer than before, a variance is needed for placement.
2. The transformers would sit on concrete pads about 7’ from the property line. Existing and previously proposed vegetation would be supplemented with evergreen shrubs to screen the equipment from the park to the south.
3. Parking blocks and bollards have been added for protection.

Land Use Plans:
Worthington Design Guidelines and Architectural District Ordinance
Keep functional items such as trash containers, transformers and electrical boxes orderly and well screened.
Development Plan Amendment Ordinance
If an amendment does not conflict with the character or integrity of the development, but an additional variance is required, the approval must be by City Council.

Recommendations:
Staff is recommending approval of this application, as the location is similar to what was previously approved, and landscape screening is proposed. The applicant committed to painting the transformers green, and the bollards to be green or black.

On June 23, 2016 the Municipal Planning Commission reviewed and unanimously recommended approval to City Council on an Amendment to Development Plan with a Variance.
Amendment to Development Plan Application

1. Property Location 2245 Dublin Granville Rd, West

2. Present Use & Proposed Use Two Building Strip Mall

3. Present & Proposed Zoning

4. Applicant Tom Haye
   Address 111 Centerwoods Dr.
   Phone (614) 989-9852

5. Property Owner Linworth Crossing LLC
   Address
   Phone

6. Project Description Two Building Strip Mall (24 spaces)

7. Variances Requested Locate Transformers (1 each building') on south side of parking lot curb

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Applicant (Signature) 6/10/2016

Property Owner (Signature) Date

MPC Approval Date:

City Council Approval Date:
## Abutting Property Owners
for
2245 and 2285 W. Dublin-Granville Rd.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Russell</td>
<td>595 Retreat Ln.</td>
<td>Powell, OH 43065</td>
</tr>
<tr>
<td>Strait Real Estate LLC</td>
<td>2573 Swisher Creek Dr.</td>
<td>Blacklick, OH 43004</td>
</tr>
<tr>
<td>MV2T Investments LLC</td>
<td>2290 W. Dublin-Granville Rd.</td>
<td>Columbus, OH 43085</td>
</tr>
<tr>
<td>Charles &amp; Loranna Bishop</td>
<td>6167 Hutchinson St.</td>
<td>Westerville, OH 43081</td>
</tr>
<tr>
<td>DK Erwin Properties LLC</td>
<td>395 Country Cove</td>
<td>Cabot, AR 72023</td>
</tr>
<tr>
<td>Paul &amp; Judith Doran</td>
<td>8378 Bevelhymer Rd.</td>
<td>Westerville, OH 43081</td>
</tr>
<tr>
<td>Linworth Duchess LLC</td>
<td>447 James Pkwy.</td>
<td>Newark, OH 43056</td>
</tr>
<tr>
<td>United Dairy Farmers Inc.</td>
<td>3955 Montgomery Rd.</td>
<td>Cincinnati, OH 45212</td>
</tr>
<tr>
<td>United Dairy Farmers Inc.</td>
<td>2204 W. Dublin-Granville Rd.</td>
<td>Columbus, OH 43085</td>
</tr>
<tr>
<td>161 Linworth Properties LLC</td>
<td>6629 Millbrae Rd.</td>
<td>Columbus, OH 43235</td>
</tr>
</tbody>
</table>
June 10, 2016

Lynda Bitar
Municipal Planning Commission
Worthington, Ohio 43085

Lynda;

Below is a brief narrative concerning a modification to the approved Site Plan for Linworth Crossing:

AEP has refused to let us install the transformer pads over the sanitary sewer. We do not want to lose any parking and therefore request a variance to move the pads to the south of the parking curb. Landscaping plants will be moved with the pads to conceal transformers from the south.

Please call if you have any questions.

Thanks

Dan

Daniel Cline & Associates, Inc.
Architecture/Retail Design
112 S. Parkview Ave.
Columbus, Ohio 43209
Tel. 614-425-9400
2245 & 2285 W. Dublin-Granville Rd
New Transformer Locations
Originally Approved Transformer Locations
The regular meeting of the Worthington Architectural Review Board and the Worthington Municipal Planning Commission was called to order at 7:00 p.m. with the following members present: Michael Coulter, Chair; James Sauer, Vice-Chair; Kathy Holcombe, Secretary; Thomas Reis; Edwin Hofmann; Amy Lloyd; and David Foust. Also present were: Scott Myers, Worthington City Council Representative to the Municipal Planning Commission; Lee Brown, Director of Planning & Building; Lynda Bitar, Planning Coordinator and Clerk of the Municipal Planning Commission; and Melissa Cohan, Paralegal.

A. Call to Order – 7:00 p.m.

1. Roll Call

2. Pledge of Allegiance

3. Approval of minutes of the June 9, 2016 meeting.

Mr. Reis moved to approve the minutes and Mr. Hofmann seconded the motion. All Board members voted, “Aye.” The minutes were approved.

4. Affirmation/swearing in of witnesses – Members of the audience were sworn in by Mrs. Bitar.

1. Amendment to Development Plan

a. Transformer Locations – 2245 & 2285 W. Dublin-Granville Rd. (Tom Hayer/ Linworth Plaza, LLC) ADP 05-16

Findings of fact & Conclusions

Mrs. Bitar reviewed the following from the staff memo:

Background & Request
In 2014 & 2015, the property owner of this land at the southwest corner of W. Dublin-Granville Rd. and Linworth Rd. annexed, rezoned, subdivided, created a Development Plan, and received Architectural Review Board approval to redevelop the property as a neighborhood commercial
site. Construction of Linworth Crossing is progressing, and as the project moves forward approval of amendments is needed. This application addresses transformer placement.

**Project Details:**
1. Two transformers were originally proposed toward the rear of the site, next to proposed dumpsters. AEP has determined final location must be south of the previously approved areas due to the location of the sanitary sewer. Because proximity to the south property line is closer than before, variances are needed for placement.
2. The transformers would sit on concrete pads about 7’ from the property line. Existing and previously proposed vegetation would be supplemented with evergreen shrubs to screen the equipment from the park to the south.
3. Parking blocks and bollards have been added for protection.

**Land Use Plans:**
*Worthington Design Guidelines and Architectural District Ordinance*
Keep functional items such as trash containers, transformers and electrical boxes orderly and well screened.

*Development Plan Amendment Ordinance*
If an amendment does not conflict with the character or integrity of the development, but an additional variance is required, the approval must be by City Council.

**Recommendations:**
Staff is recommending *approval* of this application, as the location is similar to what was previously approved, and landscape screening is proposed. The applicant committed to painting the transformers green, and the bollards should also be green or black.

**Discussion:**
Mr. Coulter asked if the applicant was present. Mr. Dan Cline stated his address is 112 S. Parkview, Columbus, Ohio. Mr. Cline said he ran into a bit of a glitch because they thought they had good locations for the pads but AEP did not like the location of the pads because the sanitary system is twelve feet below. He said they tried for three months to get AEP to approve of the location of the pads but AEP feared if the sanitary system needed repair there would too much conduit in the way to get to the system. Mr. Cline said he is proposing to move the transformer pads about eight feet back from where they were going to be. He said they will be straightening out the arborvitae that is behind one of the pads and viburnum will be in front of the pad so the transformer pad will be screened, but the other pad will be more difficult to screen due to the large arborvitae in that location. He proposed planting smaller arborvitae and viburnum to screen that pad. Board members had no questions or concerns. Mr. Coulter asked if there was anyone present that wanted to speak either for or against this application and no one came forward.

**Motion:**
Mr. Sauer moved:
THAT THE REQUEST BY TOM HAYER ON BEHALF OF LINWORTH PLAZA LLC TO AMEND THE DEVELOPMENT PLAN FOR 2245 & 2285 W. DUBLIN-GRANVILLE RD. WITH AMENDED TRANSFORMER LOCATIONS, AS PER CASE NO. ADP 05-16, DRAWINGS NO. DP 05-16, DATED JUNE 10, 2016 BE RECOMMENDED TO CITY COUNCIL FOR APPROVAL BASED ON THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING.

Mrs. Holcombe seconded the motion. Mrs. Bitar called the roll. Mr. Coulter, aye; Mr. Sauer, aye; Mrs. Holcombe, aye; Mr. Reis, aye; and Mr. Hofmann, aye. The motion was approved.
RESOLUTION NO. 31-2016

Amending the Position Description for Crossing Guard.

WHEREAS, City Council wishes to amend the position description for the position of Crossing Guard; and,

WHEREAS, it is necessary to amend the position description for the position of Crossing Guard to properly reflect the duties of this position;

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

SECTION 1. That the position description for the position of Crossing Guard (Class Specification No. 134) as per the description attached hereto be and the same is hereby amended.

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

Adopted__________________

____________________________________
President of Council

Attest:

__________________________
Clerk of Council
**CITY OF WORTHINGTON**

**POSITION DESCRIPTION**

**POSITION TITLE:** CROSSING GUARD

**CLASS:** 134

**Department:** Safety

**Date:** July 18, 2016

**Reports To:** Police Sergeant or designee

**Updated:** 2016

---

**General Statement of Duties**

Under the supervision of a Police Sergeant or designee, the part-time position of Crossing Guard assists with traffic flow to help children, parents, guardians and other pedestrians safely cross the street to and from schools. This position is limited to those hours when school is opening, recessing or closing. Additional duties may be assigned as necessary by the Police Chief or designee.

**Essential Functions of the Position:**

Supplements existing electronic or static traffic controls and when necessary, directs/monitors traffic flow, assist in the safe movement of pedestrian traffic, bicycles and motor vehicles at school crossings; may when necessary place school sentinel signs and cones in the roadway at designated points near a crossing or remove them at the conclusion of an assignment as directed by a police supervisor; provides directions to children and other pedestrians using the crossing to assure that they conform to local and state traffic regulations; reports children, other pedestrians and motor vehicle operators who fail to cooperate to patrol officers under emergency situations or under non-emergency situations to the community services officer. Communicates professionally and effectively with children, citizens, and city and school administration. Performs other duties as directed by the Police Chief or designee.

**Knowledge, Skills and Abilities:**

Basic knowledge of traffic regulations and ability and willingness to work in inclement weather throughout the year.
Willingness to work with children, parents, guardians, city and school officials; Ability to learn, understand and apply directions as provided by a police supervisor or designee. Excellent communication skills; Ability to work independently and with little supervision. Awareness of surroundings and keen observation skills. Good physical condition, with the ability to stand for periods up to one hour at a time.

Regular and punctual attendance.

Adherence to all applicable Federal and State safety laws, rules, and regulations and City policies/procedures.

Compliance with training directives established by supervisory/training personnel.

**Minimum Requirements of the Position:**

Possession of a high school diploma, G.E.D. or equivalent certification.

Ability to pass and maintain cardiopulmonary resuscitation (CPR) and First Aid Training (provided by the employer).

The characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job description does not list all of the duties or functions of the job. You may be asked by supervisors or managers to perform other duties. The City has the right to revise this job description at any time.

Adopted by Resolution No. 31-2016; Effective
RESOLUTION NO. 32-2016

Amending the Staffing Chart of the City of Worthington to Provide for Twenty-Six (26) Police Officer Positions in the Division of Police for up to a One Year Period.

WHEREAS, in its adoption of Resolution 54-2015 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, in its adoption of Resolution 24-2016 City Council amended said Staffing Chart to add one Police Officer Position in the Division of Police for a six month period to meet the Division’s needs; and,

WHEREAS, City Council wishes to further amend said Staffing Chart to authorize a total of twenty-six (26) Police Officer Positions in the Division of Police for a period of up to one year 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) Police Officer 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
MEMORANDUM

TO: Matt Greeson, City Manager

FROM: Jerry Strait, Jr. Acting Chief of Police

DATE: July 13, 2016

SUBJECT: REQUEST TO TEMPORARILY INCREASE OUR STAFFING LEVEL

On June 6, 2016, City Council authorized a temporary increase in the number of police officers listed on the staff chart to allow for one additional police officer to be hired and trained while a promotional process is completed for a vacant Sergeant position. The promotional process is an internal process which will ultimately result in a police officer being promoted to Sergeant and the police officer vacancy created by this process would be filled by the new police officer hired and trained under the temporary increase in the staffing chart.

An increase of an additional police officer is now being requested. This would result in two additional police officers provided for in the staffing chart for a 12 month period. (One of the two would be the position authorized on June 6th.) The Police Division currently has three newly hired officers that are in training. The length of the training will vary based on the individual and their level of experience. The shortest amount of training left is eight weeks. In addition to these three positions that need to be covered by other police officers during the training period, the Division is also operating with three injured officers that cannot work their regular shift, resulting in overtime to cover their positions. This shortage of personnel is resulting in high levels of overtime, which is costly to the City and tiring for the officers.

I am anticipating additional retirements and given the staffing shortage faced by the Division, it is important to hire another officer and begin his/her training so they are ready (or close to being ready) to fill the next vacancy when it occurs. The Division currently has two vacancies, Police Chief/Lieutenant and the Operations Supervisor position. The salary savings for these positions can be used to fund the temporary increase in the police officer ranks.
Pamela Fox  
Law Director, City of Worthington  
370 Highland Ave.  
Worthington Oh 43085  

June 29, 2016

Dear Pam,

This letter is to ask the City to honor the “Right To Terminate” provided for in our lease in section 33. It with a very heavy heart that I feel all options have been explored and I am unable to accomplish the build-out of the space for an amount that does not put the overall success of the Sweet Carrot Worthington location at risk.

As you know we were schedule to have completed construction and opened the restaurant by now. After a series of meetings with contractors it has become clear that our budget is simply not appropriate given the change in scope necessary to run Sweet Carrot as I understand it today. When we first spoke of the concept, and the City agreed to take this journey, I believed that the concept could fit in the space because we would not need to do all of the cooking and preparation at this location. After opening Grandview and getting a larger understanding of the business it’s clear that even if we do some of the preparation off site, such as smoking meat, we will still need to put a prep kitchen in the basement. This is a significant factor in the increased cost of the project.

I have engaged consultants to see if there is any way that we can make it happen. And the best advice that I am receiving is that there will be increased risk of injury to our staff and increased inefficiencies in the overall operation with the additional basement kitchen. That, plus the fact that our estimated construction costs are coming in well over $700,000 before FF&E have led me to this decision.

I am grateful that the City was willing to take the risk on Sweet Carrot. I am a believer in the location and the City of Worthington and will do what I can to assist you in promoting the space within my network. If you have any additional questions do not hesitate to contact me.

Thank you,

Angela Petro  
CEO, Sweet Carrot
Board members in attendance were Melissa Conrath, Bill Evans, Matt Greeson, Kathy Holcombe, David Norstrom, Chris Peffly, Becky Princehorn, Doug Smith and Ben Struwing. Tom Carter arrived at 8:06 a.m. Also in attendance were Economic Development Manager David McCorkle, Assistant City Manager Robyn Stewart and Law Director Pam Fox.

The meeting was called to order at 8:01 a.m.

Ms. Princehorn started the meeting with introductions since it had been a while since the entire board was together at a meeting and there have been a few new members in recent months. Each person in the room introduced themselves.

Ms. Princehorn asked for approval of the minutes from the March 11, 2016 and May 13, 2016 meetings. Mr. Norstrom moved for approval, seconded by Mr. Evans. The motion passed.

Ms. Princehorn introduced the next agenda item, the Kilbourne Building. Ms. Stewart began the discussion with an invoice that was received for work done on the Kilbourne Building. The invoice is from Point One, the engineering subcontractor to Design Group, which provided the architectural services for the project. Design Group, when cleaning up files recently, came across this invoice which was never forwarded to the CIC for payment. They are requesting the CIC pay the Point One invoice, which was passed along without the customary markup by Design Group. The invoice was for work done by the engineer in relation to changes made in the field. There were a number of modifications made by the contractor in the field to get the work under the budgeted amount and this invoice relates to work the engineering work related to those changes, include updating engineering plans to reflect the changes.
**Mr. Evans moved for approval of the invoice, seconded by Mr. Greeson.** Mr. Norstrom asked about the amount of the invoice. Ms. Stewart responded it is $2,130. Mr. Smith asked if the tasks reflected on the invoice and the associated costs are legitimate. Ms. Stewart responded it matched the work we knew was completed in the field. **The motion passed.**

Ms. Fox provided information about Sweet Carrot and their move to terminate the lease for the Kilbourne Building. She and other members of the staff met with Angela Petro and Jay Trueman, with Sweet Carrot, early last week and they stated they just couldn’t make their concept work in the building. They worked on a number of different scenarios after their concept and operations changed due to their experience in Grandview. They originally planned to just assemble food on site but they changed to full food preparation. They thought they could accommodate a prep kitchen in the basement, which was originally intended only for storage. Ultimately, Ms. Petro came to the conclusion she couldn’t meet the financial obligation. Subsequently, she sent a letter to the City and asked for us to honor the construction cost contingency clause in the lease. Everyone is very disappointed.

Mr. Evans asked if there was a response from the other tenant. Ms. Fox said Anita Gastaldo with Sew to Speak is actively underway with the construction of her space. She talked with Ms. Gastaldo the day after meeting with Sweet Carrot. Ms. Gastaldo was disappointed and concerned about who will be her neighbor, but she became very positive and stated that things happen for a reason. She knew when she walked the space that it was what she wanted and she is excited about opening.

Mr. Norstrom asked about restrooms for the building. Ms. Fox stated Ms. Gastaldo will need to proceed with her own restroom. She has indicated she plans to temporarily fix up one in the basement and will probably end up constructing one in her space, but she may not do it before she opens so as to not slow things down. She thinks she can do that while they are operating.

Mr. Norstrom asked if Ms. Fox is seeking a motion from the Board in response to the letter from Sweet Carrot asking to terminate the lease. Ms. Fox replied she would at least like to have a discussion. It may ultimately result in a motion or it could just be discussion. Staff will need to talk with the City Council about this too.

Mr. Carter asked if they left the door open to further negotiations. Ms. Fox replied they did not. Staff talked with them about it even though they recognized they didn’t have any authority to negotiate a different arrangement. However, the challenges were not just from a financial perspective; there were operational costs also. If the entire first floor were available now, we don’t know if things would be different, but it is not. Ms. Petro commented to Ms. Fox that the experts she consulted all talked about the challenges of having a prep kitchen downstairs, forcing workers to travel up and down steps with food. As recently as a week or so ago, the City’s building department was receiving plans from Sweet Carrot’s architect. Right up until the meeting early last week, Sweet Carrot indicated they were trying to find a way to make it work.

Mr. Evans asked if there are any incurred costs that would be in dispute. Ms. Fox replied no, they haven’t done any improvements.

Ms. Holcombe asked if there is a penalty in the lease for cancelling it. Ms. Fox replied the lease indicated they should have notified the City/CIC by the commencement date, which was in May. There are no specific penalties in the lease and she doesn’t know what a penalty would be. Rent was
to have been abated. We are essentially looking at two months lost under the lease in which we could have been marketing it.

Mr. Stuewing asked whether the lease contemplated there being no improvements. The rent was abated but the improvements were not made. He didn’t realize there was a contingency in the lease. In the private world, it is not the owner’s problem that the tenant can’t make the financials work. The owner still has to pay taxes and the mortgage. He asked if Sew to Speak knew about the contingency. Ms. Fox replied that she did. Her lease is structured the same way. The building has been vacant since 2005 and this has been a long journey. Restaurants have looked at the building in the past and never materialized for various reasons. We looked at this as a partnership. The City doesn’t have a mortgage and doesn’t have to pay taxes on the building, so it really just has the nominal cost for insurance. We were looking for a tenant that would be willing to put $400,000 to $500,000 into the building in exchange for rent concessions. The City already has more than $1,000,000 in the building that will never be recouped. Perhaps two months of rent could be pursued. That will be about $6,000. There is risk in being a developer. We took on that risk when we decided to manage a building. That’s why the City hasn’t typically taken on land and/or buildings.

Mr. Smith asked about the cost of restrooms downstairs. Mr. Struwing replied it would probably be $30,000 to $40,000.

Mr. Norstrom asked Mr. Struwing if he would have structured the deal differently. Mr. Struwing responded there are many different approaches and there were many things talked about regarding this building including the desire to not undercut others. Businesses often put contingencies into lease agreements, but there is usually a timeline to make sure they stay on time. Usually the owner will roll the dice for three or four months but usually there are hard dates the tenant must start hitting. The City and CIC are not doing this deal for the same reasons. However, the building was off the market for a long time during one of the best real estate markets in a long time. Now the market may be slowing.

Mr. Greeson asked how long it had been since the lease was signed. The response was about a year.

Mr. Norstrom asked if there is any legal recourse. Ms. Fox replied if they did this by April 30th, then no. However, they did this at the end of June. Rent for the two months since the lease commenced is calculated at about $6,000. Should we ask for that? We could ask for copies of their construction documents and costs. They probably wouldn’t have a problem with that. That could be helpful to have for future tenants. Mr. Norstrom commented we should ask for those to be able to document their costs. Ms. Holcombe agreed. Ms. Fox noted the City’s Building Department might have some of their plans also.

Bonnie Michael, City Council President and a member of the audience, stated there will be public concerns also. People are saying we should have known about this and done something. We need to structure a response to the public and say what we will be doing to get the building back on the market.

Ms. Fox commented on the lease structure and whether we should pursue a performance bond or some other funding to guard against them not doing the improvements. Is this something that is common in the private sector? Mr. Carter responded the lease typically addresses that. Mr. Struwing mentioned there could be penalties in the lease; consequences for not going forward.
Mr. Carter asked if Sweet Carrot made changes to its operation that made the space not functional for her operation. He commented he is hearing she expanded her operation which forced her kitchen into the basement which doesn’t work in Columbus. Ms. Fox replied that is part of it. As she became more familiar with the Grandview store and had space planners in, she realized there was not enough room for seating. Mr. McCorkle added the patio expanded in size to get more seating, which increased the cost.

Mr. Evans stated he spoke with customers that have visited the Grandview location and commented that she apparently is going through a big learning curve in moving from a food truck to bricks and mortar. Ms. Princehorn commented it seems she didn’t know what she would need.

Mr. Struewing stated he thinks we should have tried to have a shorter timeframe in the lease.

Ms. Michael mentioned she heard months ago that Sweet Carrot’s finances might not be good. Ms. Fox said she took that information at that time to Jay Truemman and he indicated they still intended to proceed. Mr. Carter commented he didn’t think they would have continued to work with their architect all these weeks and months if they intended to pull out that long ago.

Ms. Holcombe suggested the CIC look forward and tighten up the timelines in any future lease. Ms. Stewart described the situation at the time we entered into discussions with Sweet Carrot. Numerous businesses had looked at the building and all had walked away because of challenges and issues. Sweet Carrot was the first one to want to move forward. They asked for a longer timeframe so they could first open their location in Grandview. We agreed because they were the first ones to be serious about the building. The situation is different now, so we may be able to succeed with shorter timeframes.

Ms. Conrath suggested that two months of rent may not be worth it to legally tie up the building to pursue penalties.

Mr. Norstrom moved to accept the cancellation from Sweet Carrot and asked for their building plans. Mr. Carter stated he disagreed with the motion. The lease is a legally binding document. The City/CIC should enforce the lease for what the lease says. From the public relations standpoint, it is a problem if we forgive a clause in the lease that we don’t have to ignore. They tied up the space for a long time and they should have a cost for that. We can state that we regretfully accept the termination and per the lease, you are obligated to pay this amount and we would like your plans for the building.

Mr. Smith commented he sees two steps. Step one is to determine whether there is a penalty for terminating the lease. Step two is to determine what we will do to market the building. Understanding step two will help determine what we will do for step one. Will funds be helpful for the marketing?

Ms. Princehorn asked if staff is seeking a recommendation from the CIC for City Council. Ms. Fox replied yes.

Ms. Conrath asked about the amount owed. Mr. Norstrom commented it would be the rent that would have been owed if it hadn’t been abated. Mr. Struewing asked about operating expenses. Ms. Fox commented Sweet Carrot was to be responsible for operating expenses but there haven’t been many since the lease commenced. Taxes are not owed. Mr. Carter asked if the amount of the rent for two
months is about $6,000. Ms. Fox replied it is about that amount. Ms. Conrath asked what the Board would be willing to do if Sweet Carrot won’t pay that amount. Mr. Smith stated they could make it known publicly. Mr. Carter stated Sweet Carrot is exercising its right to terminate the same way we would exercise our rights under the lease. That’s the bargain we all made. They had a good amount of time provided to determine and execute the improvements.

Mr. Greeson asked if Sweet Carrot will still come to Worthington. Mr. McCorkle and Ms. Stewart replied Ms. Petro has indicated she still wants to locate in Worthington but would need to find a location. Ms. Conrath asked if a penalty will affect the ability to still attract the business here. Ms. Holcombe suggested perhaps there can be some offset of the penalty if Sweet Carrot still locates in Worthington.

Ms. Fox stated the actual amount of two months of rent is $6,250. Mr. Norstrom suggested staff try to collect the $6,250 to see about the reaction before bringing this issue to City Council.

Mr. Greeson suggested staff explore the costs of marketing the building. Mr. Carter asked if the City or CIC paid a brokerage commission. Mr. Greeson replied the City paid Mike Simpson a nominal amount to review the deal.

Ms. Princehorn asked about the value of the drawings and whether they would offset the penalty amount. Mr. Carter speculated they probably cost in the range of $50,000, but they might only be worth about $5,000 to us because they are tenant specific. He suggested we could say we have the right to recoup the rent but we want the drawings instead. Mr. Greeson asked if Sweet Carrot fully designed the patio. Ms. Fox replied she thinks they are fairly far along. Mr. Carter asked if the City already has the drawings in the building department. Ms. Fox replied that she didn’t know.

Mr. Smith moved for staff to pursue an appropriate remedy in light of this conversation and the CIC Board recommend to the City Council the acceptance of the cancellation. Ms. Conrath stated we want to maintain a good relationship with Sweet Carrot and also recoup some of the $6,200 and perhaps the building plans since it is not clear whether the City’s building division already has the plans and the community wants to see Sweet Carrot move to Worthington. Mr. Smith accepted this as further clarification of this motion. Mr. Norstorm seconded the motion. Mr. Carter stated the Board is giving Ms. Fox their proxy to go back to Sweet Carrot. The motion passed.

Mr. Greeson asked how to move forward with marketing the building. Mike Simpson is fairly familiar with it. What does the Board suggest be done and are there any parameters around potential tenants? Mr. McCorkle noted he is fielding inquiries about the building already from both office and restaurant users. Ms. Holcombe asked if there is anything positive. Mr. McCorkle replied he doesn’t know much about them yet. Mr. Evans suggested the inquiries may be a result of the media coverage.

Ms. Stewart asked for input about the type of use to be pursued, office, retail or restaurant. Ms. Princehorn commented it is good to hear that Sew to Speak isn’t rattled. She would like a use that would be complementary to Sew to Speak but doesn’t want to hamstring it too much. Ms. Fox commented an early goal was to preserve the building but also provide for public access to the building. Ms. Petro has offered to promote the building to her entrepreneurial group.
Mr. Struwing stated we’ve already committed to a multi-tenant building. We may need to commit to putting in a corridor and lobby. We will need to invest some money to do this. Ms. Fox agreed that the lobby may need to be reconfigured. The wall was moved to provide for extra space for Sweet Carrot. Original plans were to have the restrooms in that area.

Mr. Greeson suggested the Board pursue a relationship with Mr. Simpson or someone with similar background. They can also review previous cost estimates for the lobby area. We could invite a broker in to the next meeting to talk marketing approach and strategy. Mr. Norstrom suggested the group not wait two months since we’re already getting inquiries.

Mr. Struwing commented it is fine to have someone come in to market it but we also need someone looking at it from a code perspective to make sure we have appropriate ingress and egress.

Ms. Princehorn suggested staff check on the availability of Board members to meet in August for a meeting.

Mr. Carter commented Mike Simpson is a good choice for a broker to advise us. Mr. Struwing agreed but suggested he might be too senior. Mr. Carter agreed, but it could be someone who works for him.

Mr. Norstrom suggested if the City/CIC decides to put in a bathroom, Sew to Speak won’t need to put one in and could contribute the cash they would have otherwise spent on it. Ms. Princehorn stated she is concerned about Sew to Speak putting a restroom upstairs if the basement is better. Ms. Fox replied she personally doesn’t think so. A lot of work must be done in the basement to get it ready. Mr. Carter mentioned a commercial type bathroom costs about $40,000. Mr. Greeson stated the building is narrow and bathrooms in the lobby would eat up a lot of space. It may be better for each user to put them in their space. Mr. Struwing suggested if a community room was put in on the lower level, which might work, then it would need access to restrooms.

Mr. Carter commented that pursuing a restaurant has a lot of risk and potential issues. We probably need to be open to other uses. Restaurants are really risky and parking is always going to be a problem. Mr. Greeson suggested we could prioritize retail or some kind of active use first and then office as a second choice. Mr. Struwing suggested the market will probably tell us what is most viable.

Mr. Greeson commented he is comfortable with the City attempting to avoid more capital investment in exchange for rent concessions. Ms. Conrath agreed that restaurants are very expensive to build out and the build out is usually unique to restaurant. She is comfortable with staff helping to move things forward.

Ms. Princehorn suggested trying for an August meeting date and inviting Mike Simpson to the meeting. In the meantime, she asked staff to talk with the building department to find out what plans they have. Mr. Greeson added that staff will settle something with Sweet Carrot.

Ms. Princehorn turned the discussion to the ReCAP Program agenda item. Mr. McCorkle stated there were two previously raised issues of functionality of obsolete buildings and land acquisitions. Should the City/CIC look to invest dollars differently? Mr. Carter suggested the potential for obsolescence be incorporated into the scoring. Mr. McCorkle stated staff is not currently walking through the
buildings. Ms. Fox commented she would not advise the City to walk around the inside of the buildings. There must be a public benefit to these projects and the exterior improvements are the only public benefit. The interior seems to be for private benefit.

Mr. Struewing suggested that step one would be to overlay what is Worthington/Worthington with what is Columbus/Worthington. His employer buys locations based on the current state of a building and what it should be. The City could look to acquire buildings that are leased now but in the long term can help change the tax base. Current tenants will essentially pay for the cost to acquire it through their rent. The City doesn’t really care about making money; it wants to control the City’s destiny.

Mr. Greeson suggested this is probably bigger than the ReCAP program at $75,000 - $100,000 per year unless the allocation is used to pay debt service. Mr. Struewing suggested the money would come from the tenants. It is risky. Other communities such as Dublin are doing it with land but this would be with buildings.

Mr. Carter suggested the better opportunity may be to create an improved parking situation downtown. Easier parking would reduce the frustration of people that go there. It is keeping that area from being the best it can be.

Ms. Princehorn suggested that because of the time, the two items, functionally obsolete buildings and land acquisition should be brought back on future agendas. Parking should be added.

Mr. Carter suggested the group could look at the building behind the Old Bag of Nails to consider acquisition and demolition for parking. Mr. Evans asked if Westerville did something similar. Mr. Greeson replied they had, incrementally.

Mr. Struewing commented that he thought Sweet Carrot would help draw people across SR-161. Mr. Greeson agreed and stated that’s why we approached that situation as a partnership rather than a transaction.

There being no further business before the Board, Ms. Conrath moved to adjourn. The motion was seconded by Mr. Peffly and passed unanimously. The meeting adjourned at 9:16 a.m.