

MEMORANDUM OF UNDERSTANDING (MOU) #2007-02
BETWEEN

THE CITY OF COLUMBUS ("City")
AND
THE FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE #9 ("FOP")

Regarding Court Pay

In resolution of Grievance Nos. 2004-50, 2006-14, and 2007-10, the City and the FOP agree to clarify the court pay provisions in Section 22.7 of the collective bargaining agreement, with all of the remaining provisions of Article 22 remaining in full force and effect, as follows:

22.7 Report in Pay/Call in Pay/Court Pay.

- (A) **Report in Pay/Call in Pay.** When a member is ordered to report for work, other than to appear in court, or does not volunteer to work an overtime assignment, and the member reports, the member shall be paid or credited with a minimum of four (4) hours at the appropriate rate of pay in the event no work is available, but for all hours worked if greater than four (4) hours where work is provided, however, this Section shall apply only to call back situations beyond one-half (½) hour from the time the member reports off or on duty.
- (B) **Court Pay.**
 - (1) When an off-duty member is subpoenaed to court and so reports, the member shall be paid or credited a minimum of four (4) hours at the member's appropriate rate of pay, unless the court clock-out time is within one-half (½) hour of the beginning of the member's tour of duty or later. In the latter case, the member shall be paid at a rate of time and one-half (1½) for all hours worked up to the starting time for that tour of duty.
 - (2) Subject to the provisions of Section 22.7(B)(1), where an off-duty member has been issued multiple subpoenas on the same day, the member shall receive a minimum of four (4) hours pay at the member's appropriate rate of pay for reporting for a morning (a.m.) subpoena or subpoenas and a minimum of four (4) hours pay at the member's appropriate rate of pay for reporting for an afternoon (p.m.) subpoena or subpoenas, with 12:00

noon beginning the p.m. time period. Where an off-duty member has appeared for court and has not been released by the court and/or clocked out from an a.m. subpoena(s) at the time he/she reports for a p.m. subpoena(s), the above provision shall not apply. In this situation, the member shall receive a minimum of four (4) hours pay at the member's appropriate rate of pay and shall receive pay at his/her appropriate rate of pay for all hours worked beyond four (4).

(2)(3) If the member is notified not to appear in court at least the day before the member is required by subpoena to appear in court, no court pay shall be provided.

(3)(4) The following provisions shall apply to members scheduled to appear in court other than during ~~regularly scheduled working hours their tour of duty for the day of the scheduled court appearance.~~

- (a) A member who receives a subpoena requiring a court appearance after 12:00 noon that does not fall within the member's tour of duty for the day shall contact the appropriate Liaison Unit for approval to attend. The member shall seek such approval between 11:30 a.m. and 12:30 p.m. on the date of the scheduled court appearance. If the court appearance is cancelled, the officer shall be paid or credited for one (1) hour at the member's straight-time rate.
- (b) A member whose regular shift is 2:00 p.m. – 10:00 p.m., who makes a court call-in as required and reports to court at 1:30 p.m., will be paid a minimum of one (1) hour at time and one-half (1½) the member's regular hourly rate of pay.
- (c) When a member is subpoenaed for a court appearance on a regularly scheduled day off and is notified on that day not to appear, pursuant to subsection 22.7(B)(3)(a), the member shall be paid or credited with two (2) hours at the member's straight-time rate.

(4)(5) It is understood that those members attending court on a casual leave status will have the time they are in court subtracted from their casual leave request and will be paid at

their regular hourly rate. This adjustment will be calculated in the following manner:

(a) Casual leave using vacation time will be computed in one (1) hour blocks. Members clocked in for court up to and including one (1) hour will be credited vacation time and paid straight time for one (1) hour. Any part of additional hours will be credited and paid to the next higher hour.

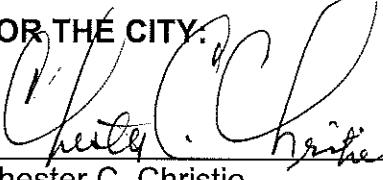
(b) Casual leave using compensatory time will be computed in one-half ($\frac{1}{2}$) hour blocks. Members clocked in for court up to and including one-half ($\frac{1}{2}$) hour will be credited compensatory time and paid straight time for one-half ($\frac{1}{2}$) hour. Any part of additional half hours will be credited and paid to the next higher one-half ($\frac{1}{2}$) hour.

(C) **Court Actions Involving Members and Lead Investigators.** The following provisions apply to members involved in court cases where the member, acting in his/her capacity as a police officer, is the victim of any criminal offense (e.g., assault, menacing) or the member is a lead investigator in a felony case involving a crime against persons.

- (1) The City shall attempt to insure that the member who is a victim or a lead investigator will be consulted in advance of any plea bargain being made.
- (2) The member who is a victim shall be subpoenaed to appear in any appropriate court proceeding.
- (3) The member who is a lead investigator as described in paragraph (C) above shall be subpoenaed to appear in any appropriate court proceeding, including 9:00 a.m. show-up subpoenas.
- (4) When a member is notified to appear in court under subpoena pursuant to subparagraphs (2) or (3) above, the member will not be subject to call-in procedures as set forth in Section 22.7(B)(3) of this Contract, nor will the member be required to seek approval to attend court during or other than during regularly scheduled working hours, regardless of days off.

An ordinance to accept this MOU will be submitted to City Council, and the effective date will be specified therein.

FOR THE CITY:

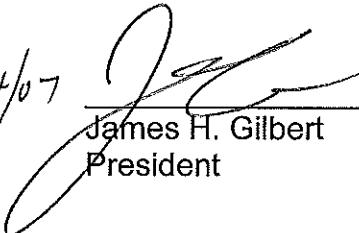

Chester C. Christie Date

Director of Human Resources


Mitchell J. Brown, Director Date

Department of Public Safety 11-8-07

FOR THE LODGE:


James H. Gilbert Date

President

11/7/07