

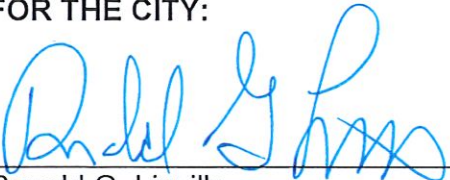
THE CITY OF COLUMBUS  
AND  
FRATERNAL ORDER OF POLICE

**TENTATIVE AGREEMENT**

It is hereby mutually agreed by and between the City of Columbus and the Fraternal Order of Police that the following Articles of the 2017 – 2020 Collective Bargaining Agreement will remain in their current form for the successor Collective Bargaining Agreement. Accordingly, the current contract language will remain in effect for the following Articles:

Article	Title
1	Definitions
2	Contract
9	External Investigation Procedures
15	Promotions
18	Health and Physical Fitness
19	Miscellaneous
25	Clothing and Equipment Allowance
27	Vacation Time
29	Time Donation
30	Injury Leave
31	Special Leaves
33	Military Leave
35	Insurance
36	Miscellaneous Economics
37	Seniority

FOR THE CITY:

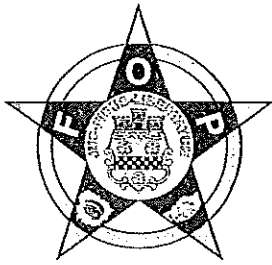
  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator

7/15/21  
\_\_\_\_\_  
Date

FOR CAPITAL CITY LODGE NO. 9:

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator

7/15/21  
\_\_\_\_\_  
Date



# FRATERNAL ORDER OF POLICE

CAPITAL CITY LODGE #9 • 6800 Schrock Hill Ct. • Columbus, Ohio 43229  
(614) 882-4683 FAX (614) 882-7248

July 15, 2021

Ronald Linville  
BakerHostetler  
200 Civic Center Drive Suite 1200  
Columbus, OH 43215

**SUBJECT: Tentative Agreement and Further Understandings**

Dear Ron,

Enclosed please find the Tentative Agreement regarding the Contract between the City of Columbus ("City") and the Fraternal Order of Police, Lodge No. 9 ("Lodge"). This letter is also to confirm the parties' understanding regarding the following issues:

1. The Lodge filed Grievance No. 9-2021 regarding the City's decision, pursuant to Civil Service Rule XI, to extend the probationary period for Police Officers to 365 days following the date the Officer completes the training academy and obtains an OPOTA certificate. The Lodge agrees to withdraw with prejudice Grievance No. 9-2021. A police officer's probationary period shall be concluded three hundred and sixty-five (365) days after being sworn in by the Public Safety Director unless the City further extends the probationary period beyond the 365 days pursuant to Civil Service Rule XI (C).
2. The Lodge will modify with prejudice the allegations in Grievance No. 8-2021 regarding the use of Licensed Chemical Dependency Counselors under Article 17 of the Contract.
3. The Lodge will not pursue any argument that the ability to make a recommendation by the City's Civilian Review Board violates any past benefit and/or past practice as provided in Article 2.7 of the Contract.
4. The City will resolve grievance Number 46-2020 and make the affected Members whole under Article 21 of the Contract.
5. May 15<sup>th</sup> (Police Officer Memorial Day) and Juneteenth shall be added to Section 26.1 of the CBA for the year 2021.
6. The Election of Cash Payments pursuant to Section 22.8 for up to 160 hours of compensatory time shall begin in September 2021.
7. The 16 hours of Personal Emergency Leave (PEL) supplied by the City to each member shall begin in 2021.

REPRESENTING OVER 4,300 LAW ENFORCEMENT OFFICERS IN FRANKLIN COUNTY

[www.fop9.org](http://www.fop9.org)



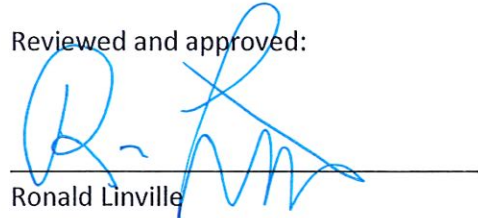
8. Each member earns 120 hours of sick leave per payroll year; therefore, each member may take up to 24 hours per payroll year and still be eligible to participate in the full 96 hours of sick leave reciprocity.
9. The changes set forth in Article 10, Sections 10.10 and 10.11 regarding record retention and administrative use for sustained charges of EEO violations or bias based profiling may not be retroactively applied to allegations or incidents that occurred prior to ratification of the 2020-2023 CBA, regardless of when the discipline is issued.
10. The City will not utilize blood to conduct post-incident testing under Section 17.5(D).

Sincerely,



Sgt Mark Fester  
FOP Chief Negotiator

Reviewed and approved:



Ronald Linville  
Chief Negotiator  
City of Columbus

**ARTICLE 3 – RECOGNITION**

**3.1 Recognition.**

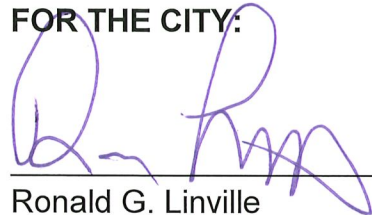
The City hereby recognizes the Lodge as the sole and exclusive representative of all members of the bargaining units in any and all matters relating to wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Contract, and the resolution of questions arising under this Contract for the bargaining units' members described in Section 3.2.

**3.2 Bargaining Units.**

The bargaining units shall consist of:

- (A) All full-time, sworn police officers below the rank of Sergeant who are employed by the City of Columbus, Ohio, Division of Police.
- (B) All full-time, sworn police officers holding the rank of Sergeant or above who are employed by the City of Columbus, Ohio, Division of Police, but excluding the Chief and Deputy Chiefs.

**FOR THE CITY:**



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Ronald G. Linville  
Chief Negotiator

1/14/21  
Date

**FOR CAPITAL CITY LODGE NO. 9:**



---

Mark Fester  
Chief Negotiator

1.14.21  
Date

## ARTICLE 4 - LODGE SECURITY

### **4.1 Dues Deduction.**

Pursuant to 4117.09(B) of the Ohio Revised Code, the City agrees to deduct Lodge membership dues in the amount certified by the Lodge to the City, the first payperiod of each month, from the pay of any Lodge member requesting such deduction. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first payperiod of each month in which such fees and assessments are due, from the pay of any appropriate Lodge member.

If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deduction made for that calendar month, together with a listing of the members for whom deductions were made. The actual dues amount to be deducted shall be based on a uniform amount for each member (or some other system that can be implemented through the City's payroll system). The Lodge will give the City thirty (30) days notice of any change in the amount of dues to be deducted.

Dues shall be withheld and remitted to the Financial Secretary of the Lodge unless or until such time as the City receives a notice of revocation of dues checkoff from a member, or notice of a member's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the member's earnings after withholding all other legally-required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Financial Secretary of the Lodge, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such dues from future earnings. If an excessive deduction is made from a member's check and those funds have been forwarded to the Lodge, the Lodge shall refund directly to the member(s) any such excess amount.

The City shall continue providing the Lodge with three (3) additional payroll deduction spaces for the purpose of the Lodge providing additional member benefits. As needed, the Lodge may request additional payroll deduction space(s). Such request(s) shall not be unreasonably denied.

### **4.2 Fair Share Fee.**

As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the City and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the City and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction,

the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support though payroll deduction.

#### **4.3 Bulletin Boards.**

The Lodge shall be permitted to construct, install, and maintain Lodge bulletin boards at each work site. Any obscene material or material holding the Division or any member up to public ridicule placed on these bulletin boards will be promptly removed by the Lodge or any member may remove such material. Lodge bulletins and other Lodge material will be posted only on these boards. The Lodge agrees that posting of this material on work site walls, doors, etc., is prohibited under this Section.

#### **4.4 Ballot Boxes.**

The Lodge shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters and at a minimum of four (4) substations of the Lodge's choice for the purpose of collecting members' ballots on all Lodge issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the property of the Lodge and neither the ballot boxes nor the ballots shall be subjected to the City's review.

#### **4.5 Bargaining Unit Meetings.**

The Lodge shall be permitted, upon prior approval of the Chief or appropriate Subdivision Deputy Chief, to hold meetings for the Lodge members in the bargaining units or for all bargaining unit members at Police Headquarters or other City buildings, rooms, or facilities. Such approval shall not be unreasonably withheld. The request for approval shall be in writing; shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting; and shall state the date, time, and requested location of the meeting. The City agrees to hold the requested location open for use by the Lodge on the date and at the time specified in the Lodge's request. However, if it is not practicable for the City to provide the requested location to the Lodge, the City will so notify the Lodge and make every effort to provide for an alternate meeting location in another City occupied building, room, or facility.

#### **4.6 Use of Intra-Departmental Mails.**

The Lodge shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to Lodge business or bargaining unit representation to members. The Lodge agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge agrees not to use intra-departmental mail systems for mass mailings except as provided in Section 4.8 of this Article. All mail placed into the mail boxes by the Lodge shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review.

#### **4.7 Use of the City Phone System.**

The City shall provide the Lodge the use of an untapped phone line within the City's telephone system. This line shall be used exclusively to conduct Lodge business by

authorized Lodge representatives. Should the Lodge decide to request such phone service, the Lodge shall pay all costs associated therewith.

**4.8 Mass E-Mailing.**

The Lodge may conduct mass e-mailings via the City's internet service provider. These communications shall be forwarded to the Police Net Operations supervisor who will ensure that such communications are not overly burdensome to the network and are in compliance with City policy and this Article. The Police Net Operations supervisor will also be responsible for timing the actual forwarding of these mass e-mailings and placing a time limit thereon so as not to overload the network.

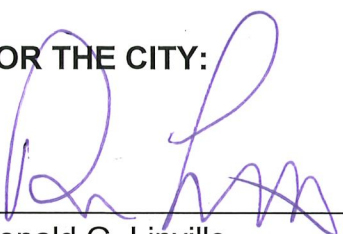
**4.9 Limitations on Lodge Communications.**

All communications by the Lodge using City facilities or services will be reasonable and limited to providing information that is necessary for normal Lodge business or bargaining unit representation, except that such communication may not be used for political activities or to solicit monies. No communications from the Lodge shall be inflammatory, personally abusive, derogatory, or in violation of City policies regarding e-mail.

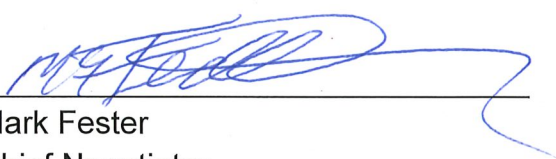
**4.10 Contract Training.**

The City and the Lodge agree to have joint Contract training for all supervisors as soon as practical following the execution of this Contract. A total of thirty (30) slots will also be set aside for police officers interested in attending such training. Such attendance shall be strictly voluntary for these officers and no overtime will be authorized.

FOR THE CITY:

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
Date 1/14/21

FOR CAPITAL CITY LODGE NO. 9:

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
Date 1.14.21





**ARTICLE 5 - NON-DISCRIMINATION**

**5.1 Joint Pledge.**

The City and the Lodge shall not discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, **genetic information**, marital status, veteran's status, military status, political affiliation, national origin, disability, or sexual orientation, **or gender identity or expression** as provided by law and all applicable Local, State and Federal anti-discrimination laws.

**5.2 City Pledge.**

The City agrees not to discriminate against any member on the basis of his/her membership or non-membership in the Lodge nor to discriminate, interfere with, restrain or coerce any member because of or regarding the member's activities as an officer or other representative of the Lodge. Further, the City agrees not to interfere with the desire of any member to become, not become and/or remain a member of the Lodge.


**5.3 Lodge Pledge.**

The Lodge agrees to fairly represent all members subject to Chapter 4117 of the Ohio Revised Code. Subject to the provisions of this Contract, the Lodge, within the terms of its Constitution and By-Laws, agrees not to discriminate against any member on the basis of his/her membership or non-membership in the Lodge as it pertains to representation nor to discriminate, interfere with, restrain or coerce any member because of or regarding the member's activities or non-activities for the Lodge.

**FOR THE CITY:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
Date 1/14/21

**FOR CAPITAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
Date 1.14.21

## ARTICLE 6 – REPRESENTATION

### **6.1 Lodge Official Representation.**

One (1) Lodge member, who is a bargaining unit member, will be permitted sufficient time off during the workweek to attend to Lodge and Contract matters within his/her capacity. This Lodge Official shall be assigned to a day shift assignment, and permitted sufficient time off during the workweek to attend to the aforementioned duties. Whenever such Lodge Official is absent due to approved leave (i.e., sick leave, injury leave, vacation leave, etc.) or City-authorized training which is of a duration of five (5) or more workdays, another member of the Lodge's designation shall perform these functions during such absence. During such service in this post, the above-designated members shall continue their entitlement to wages, fringe benefits, seniority accrual, and all other benefits allowed members as though they were at all times performing their job-related duties. Such representative(s) shall be appointed by the Lodge President. If such Lodge Official is the Lodge President and is a member of one of the bargaining units, such member will be released on a full-time basis.

During this term in office, such Lodge Official or his/her designee as provided for in this Section, may be required to report daily to his/her supervisor and shall be required to be available for contact by his/her supervisors through the Lodge office. These Lodge Officials will be required to drop or forego any of the activities allowed by this Section, upon the direction of their supervisor, for the purpose of assisting in emergency police work and to attend all Division required training sessions. None of the duties of these Lodge Officials as described herein may be conducted on City-paid overtime hours.

Nothing in this Contract shall preclude Lodge Officials representing the bargaining units, as described in this section, from also serving as a Lodge Representative, Grievance Chairperson, Assistant to the Chairperson or Lead Lodge Representative.

### **6.2 FOP State or Grand Lodge Officer.**

The City agrees to release not more than one (1) bargaining unit member who is serving in a state or national FOP elected office from all duties without loss of pay or benefits, to the extent necessary to carry out the duties of his/her elected office, and as long as he/she continues in that elected position and is a member of the bargaining unit. Such FOP state or national office holder will be required to drop or forego any of the activities allowed by this section, upon the direction of his/her supervisor, for the purpose of assisting in emergency police work and to attend all Division required training sessions.

### **6.3 Release of Grievance Chairperson.**

The Grievance Chairperson and two (2) named Assistant Chairpersons shall be released from their normal duties without loss of pay or benefits. Each January, every member shall donate one (1) hour of vacation time to provide for this release. The City shall release the Grievance Chairperson and the Grievance Assistant Chairpersons from all

duties without loss of pay or benefits, for two thousand eighty (2080) hours per member each year, at no more than forty (40) hours per week.

The Grievance Assistant Chairpersons will be required to drop or forego their duties, upon the direction of their supervisor, for the purpose of assisting in emergency police work and to attend all Division required training sessions. For purposes of this Section, it is understood that "emergency" and "required training" shall be defined in accordance with the parties' practice under Section 6.1.

Regarding vacation absences and absences for Division training of the full-time grievance office representatives, the City agrees to allow for a representative replacement, on an as-needed basis, based on the following:

- (1) Such replacement must be requested by the Lodge; and
- (2) The release of such replacement shall be taken at a time or times as may be approved by the City; such approval shall not be unreasonably withheld; and
- (3) If the requested replacement is denied, the City will make every effort to provide an alternative replacement, if requested by the Lodge.

It is anticipated that requests for release of replacements will be infrequent.

#### **6.4 Lodge Officials Roster.**

The Lodge shall provide to the City an official roster of its officers and representatives. This roster will be updated within thirty (30) days of any change and will include the following: (a) name; (b) employing law enforcement agency; (c) work address; (d) work telephone number; and (e) Lodge office held.

#### **6.5 Lodge Time Bank.**

Each January, every member shall donate two (2) hours of vacation time to the Lodge. The City shall place all donated time in the Lodge time bank. Members may also voluntarily donate accrued leave hours to the Lodge. In addition, the Lodge may, by written notice to the City no later than December 1 of any given year, have an additional one (1) hour of vacation time donated by each member to the Lodge time bank the following January; if this option is exercised, the City will donate five hundred (500) hours to the time bank at the same time.

Time in the Lodge time bank shall be used in one (1) hour increments. The Lodge may utilize such leave hours to release members for Lodge approved activities. Such release shall be granted in one (1) hour increments. Such time shall be taken at a time or times as may be approved by the City; such approval shall not be unreasonably withheld. The City shall provide a monthly statement to the Lodge showing the balance of hours.

### **6.6 Additional Release.**

The City will continue to release members for the following functions/activities:

- (A) A maximum of thirty five (35) members to attend the National F.O.P conference and a maximum of thirty five (35) members to attend the State F.O.P. Conference. Additional members may be released pursuant to Section 6.5.
- (B) To attend grievance representative training provided by the Lodge;
- (C) A maximum of twenty (20) members to attend the Police Memorial Service, May 15 of each calendar year, unless a member is to be honored. In such a year a maximum of thirty-five (35) members shall be released to attend.
- (D) Up to ~~2,400~~ **4,000** hours for up to ~~ten (10)~~ **seven (7)** designated team members for preparation for negotiations in advance of the parties first bargaining session (the bargaining session normally devoted to establishing ground rules and schedules), and thereafter, reasonable time for negotiation sessions, work sessions of Lodge negotiators between bargaining sessions, and work sessions in preparation for and during any Article 38 dispute resolution process. It is understood that the release of no more than ~~ten (10)~~ **seven (7)** members does not prevent the Lodge from placing upon its Negotiating Team(s) any other member, but release of additional member(s) will be taken from the Lodge Time Bank, as provided in Section 6.5 of this Contract. If the City chooses to bargain the contract of officers [as specified in Section 3.2(A)] and supervisors [as specified in Section 3.2(B)] separately, each bargaining unit shall be provided ~~2,400~~ **4,000** hours for up to ~~ten (10)~~ **seven (7)** designated team members.

Except for the provisions of Section 6.6(D), release for these functions/activities shall not be deducted from the Lodge Time Bank as provided in this Section.

### **6.7 Establishment of Lodge Representatives.**

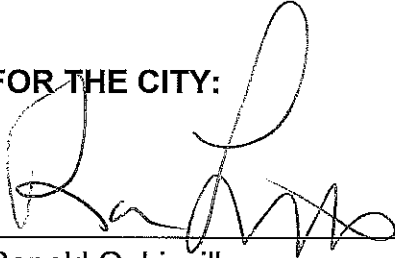
The Lodge shall designate not more than thirty (30) Lodge Representatives. The highest ranking Lodge officer in the bargaining units may appoint a Grievance Chairperson and two Grievance Assistant Chairpersons. The remaining twenty-seven (27) Lodge Representatives shall be selected by the Lodge in accordance with the following:

- (A) Eight (8) Lodge Representatives for first shift;
- (B) Eight (8) Lodge Representatives for second shift;
- (C) Eight (8) Lodge Representatives for third shift;
- (D) Three (3) Lodge Representatives subject to assignment by the

Grievance Chairperson as needed.

From among these twenty-seven (27) Lodge Representatives, the Lodge may appoint a lead Lodge Representative for each of the remaining two (2) shifts.

**FOR THE CITY:**

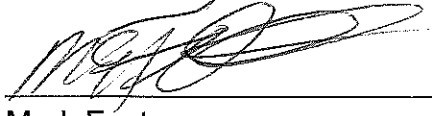


Ronald G. Linville  
Chief Negotiator

Date

2/26/21

**FOR CAPITAL CITY LODGE NO. 9:**



Mark Fester  
Chief Negotiator

Date

2/28/21

**ARTICLE 7 - MANAGEMENT RIGHTS**

**7.1 Management Rights.**

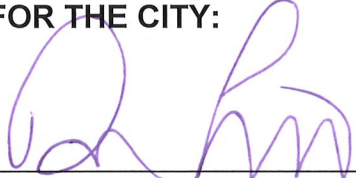
Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility, regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include, but are not limited to:

- (A) To determine the organization of the Division of Police;
- (B) To determine and change the purpose and extent of each of its constituent subdivisions;
- (C) To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- (D) To set standards for service to be offered to the public;
- (E) To direct members, including the right to assign work and overtime;
- (F) To hire, examine, promote, transfer, assign and schedule members in positions with the Division of Police;
- (G) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (H) To increase, reduce or change, modify or alter the composition and size of the work force;
- (I) To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- (J) To change or eliminate existing methods of operation, equipment, or facilities;
- (K) To create, modify or delete departmental rules and regulations;
- (L) To take actions as may be necessary to carry out the mission of the Division of Police in emergencies;
- (M) To train or re-train members as appropriate;
- (N) To maintain and improve the efficiency of the Division of Police; and

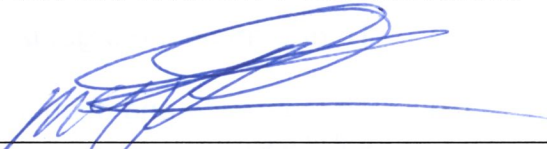
- (O) To specify and determine where, when, and how members will use tools, vehicles, supplies, equipment, uniform clothing and protective gear.

The exercise of management rights that allegedly violate specific provisions of this Contract are subject to the Grievance Procedure.

**FOR THE CITY:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
\_\_\_\_\_  
Date 1/14/21

**FOR CAPITAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
\_\_\_\_\_  
Date 1.14.21

**ARTICLE 8 - INTERNAL INVESTIGATION/OFFICE OF INSPECTOR  
GENERAL PROCEDURES**

**8.1 Scope.**

This Article is designed to address the procedures used for internal investigations of members. This Article shall apply to the investigation of allegations that could result in disciplinary action against a member. Internal investigations shall be conducted by the chain of command, by the Equal Employment Opportunity Office (EEO), and/or by personnel assigned to the Internal Affairs Bureau **and/or the Office of the Inspector General (OIG)**. **The OIG has the discretion to conduct any non-criminal investigations. An OIG investigator may observe a criminal investigation. When the OIG conducts an internal administrative investigation, the OIG shall have the authority to compel attendance and participation at an interview under threat of insubordination or like offense. The OIG shall have the authority to provide a signed Garrity form.** Should the Office of the Public Safety Director conduct an investigation, members shall be afforded the rights applicable in an Internal Affairs Bureau/**OIG** investigation. The term "investigator" refers to the individual(s) conducting the investigation. The term "Lodge Representative" refers to a Lodge officer, Lodge Grievance Chairperson or Lodge Representative, or Lodge designated attorney.

**8.2 Right to Representation.**

**(A) Internal Affairs Bureau/**OIG** and EEO Investigations.**

- (1) When a member is notified to report to the Internal Affairs Bureau/**OIG** or the EEO, the member shall be provided an opportunity to contact a Lodge Representative. If requested by the member, a Lodge Representative shall be allowed to accompany the member during all interview sessions. A Lodge Representative shall have the right to consult with the member and/or the investigator for a reasonable period of time prior to the interview.
- (2) To facilitate Lodge representation of a member who is the focus of an investigation in an interview conducted by the Internal Affairs Bureau/**OIG**, the focus member shall be notified by the investigator at least twenty-four (24) hours in advance of the anticipated interview. However, with the prior approval of the Chief of Police, less than twenty-four (24) hours notice may be given if necessary to preserve the integrity of the investigation. When contacted, the member shall be advised by the investigator that he/she is the focus of an investigation and informed that he/she has the right to contact a Lodge Representative for representation.



- (B) **Chain of Command Investigations.** At the time any member is interviewed or interrogated within the chain of command and the investigator or member reasonably believes that either discipline or criminal charges could result against that member, the member shall have an opportunity to contact a Lodge Representative. If requested by the member, a Lodge Representative shall be allowed to accompany the member during all interview sessions.
- (C) On the record at the end of the interview, the Lodge Representative (or a member who is not represented) shall have the right to object to inappropriate lines of questioning and/or to raise any contractual violations. The investigator should also allow the Lodge Representative (or a member who is not represented) to briefly make such objections on or off the record during the course of the interview; provided that the interview is not thereby unduly disrupted.

### **8.3 Right to Disclosure.**

- (A) When a member is to be interviewed as a witness in an investigation of any other member, the member to be interviewed shall be fairly apprised prior to the beginning of questioning of the circumstances giving rise to the interview.
- (B) If during the interview of the witness, the investigator has reason to believe the witness has become a focus of the investigation or has provided information which would cause the witness to become a focus of another investigation for which it would be reasonable for the investigator or the witness to believe that either discipline or criminal charges may result, the investigator shall immediately notify the member of such belief and inform the member of the member's rights under this Article.
- (C) If, during the interview, the witness has reason to believe that he/she has become the focus of the investigation or has provided information which would cause the member to become the focus of another investigation for which either discipline or criminal charges may result, the member may invoke his/her rights under this Article and, where the witness is not represented by a Lodge Representative during the interview, immediately contact a Lodge Representative for representation.
- (D) A member who has been notified that he/she is to be interviewed as the focus of an investigation may request access to, and copies of, any documents or records in the possession of the City which relate to the

investigation. A Lodge Representative may make this request on behalf of the member.

If requested, the City will provide any documents required under Section 149.43 of the Ohio Revised Code to the member and/or the Lodge Representative prior to the interview.

#### **8.4 Supervisory Action.**

When, in the course of a supervisor's duties, such supervisor witnesses an act for which it would be reasonable to believe that discipline or criminal charges may result and, if physical evidence is present and the collection of that physical evidence is necessary to substantiate such charges, the supervisor may immediately collect that physical evidence.

Prior to any questioning concerning an act as addressed in this Section, which was witnessed by a supervisor, the member shall be informed of the member's rights under this Article. If an attorney is requested by the member, the supervisor need not wait more than one (1) hour for the arrival of the attorney.

#### **8.5 Investigation Questioning.**

Members shall be fairly apprised of the allegations and any known basic facts of the incident prior to any questioning by the investigator. Members shall be informed, to the extent known at that time, whether the investigation is focused on the member for a potential charge, either departmental or criminal, or that the member is to be interviewed as a witness. The member being investigated shall be given a copy of any citizen complaint or a written summary of the allegations and any known basic facts of the incident of any non-citizen complaint prior to any questioning. Upon request, members who are witnesses shall be given a copy of any citizen complaint or a written summary of any non-citizen complaint prior to any questioning. When the investigator reasonably believes that either departmental or criminal charges may result from a non-citizen complaint, the summary of the allegations and any known basic facts shall be in writing except when the investigator witnesses the violation.

A member will only be asked questions which relate to the allegations and any known basic facts of the incident unless, during questioning, other information is developed which could lead to additional allegations against the member **or other member(s)**. In such an event, the member will again be advised by the investigator of the potential for either discipline or criminal charges **against any member prior to resuming questioning about information developed during the investigation**. When a member requests, the member shall be given a brief period of time, prior to the completion of the interview, to locate and review any written documents the member possesses regarding the event(s) being investigated, so the member may fully prepare to accurately and completely respond to the questioning. An investigator may accompany the member during the member's brief search for and review of such documents.

### **8.6 Legal Rights.**

A member who is to be questioned as a suspect in an investigation that may lead to criminal charges against the member shall be advised of the member's constitutional rights in accordance with law.

### **8.7 Conduct of Interview.**

Any interrogating, questioning, or interviewing of a member will be conducted insofar as practical at hours reasonably related to the member's shift, preferably during the member's working hours. Interrogation, questioning, or interviewing sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities. If at any time during the interview, the investigator believes that the filing of criminal charges against the member may result, the member shall be so informed and shall have the right, if requested, to consult with a Lodge Representative, prior to any further questioning.

### **8.8 Record of Interviews.**

- (A) All interviews (including polygraph interviews) of members conducted in conjunction with an Internal Affairs Bureau/**OIG** or EEO investigation shall be recorded by the investigator; and in the case of chain of command investigations, at the request of either party, when the investigator reasonably believes that departmental or criminal charges may result. Subsequent to the interview, the member and/or the member's Lodge Representative will be afforded the opportunity, upon written request to the appropriate investigator, to listen to, copy, (at no cost to the member) and make personal notes from and/or verify the accuracy of the recorded interview made of the member's interview. If a transcript of the recorded interview is made, the member will be provided a copy of such transcript upon written request directly to the appropriate investigator.
  
- (B) All interviews of non-members in an Internal Affairs Bureau/**OIG** or EEO investigation shall be recorded by the investigator unless the non-member refuses to have his/her interview recorded. In that event, the investigator will document the interview to the extent possible. **All complaint intake calls of non-members in an Internal Affairs Bureau/OIG investigation shall be recorded by the investigator/call taker unless the non-member refuses to have his/her intake call recorded. In the event, the investigator/call taker will document the intake call to the extent possible.**

### **8.9 Insubordination.**

If a member has been advised that the investigation may result in criminal charges, the member's refusal to answer questions or to participate in the investigation shall not be considered insubordination or like offense. In all other circumstances, before a member may be charged with insubordination or like offense for refusing to answer questions or

participate in an investigation, the member shall be advised that such conduct, if continued, may be made the basis for such a charge.

#### **8.10 Admissibility of Evidence.**

Any evidence obtained in the course of an investigation through the use of administrative pressures, threats, lies, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary hearing. However, explaining to a member that potential corrective and/or discipline action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, lies, coercion, or promises.

In the absence of a search warrant or unless otherwise required by law, no member shall be required in the course of an investigation to produce or permit inspection of personally owned cellular phones or other personally owned electronic devices capable of storing personal data (e.g., personal computer).

#### **8.11 Polygraph Examination.**

- (A) Polygraph examinations, shall be administered by the Polygraph Section of the Division of Police unless the Chief of Police decides to have the polygraph administered by another agency. Members may be given a polygraph only if they are the primary focus of an investigation, known witness to an incident, or at the member's written request directly to the Chief of Police. No polygraph shall be given in an incident that could not amount to a violation of law, unless requested by the member. In any investigation involving a complainant, a member shall not be ordered to submit to a polygraph unless the complainant takes a polygraph and the results of the polygraph support the complaint against the member. No polygraph shall be given without the advance written approval of the Chief of Police. The results of this examination cannot be used in any subsequent criminal action unless properly stipulated prior to the giving of such examination in accordance with the laws of the State of Ohio. Further, the results of this examination cannot be used in any subsequent disciplinary action, unless the City can produce additional evidence to corroborate the allegations and provided further that the provisions of Section 8.10 shall apply to polygraph.
- (B) The following provisions apply to the conduct of examinations:
  - (1) During the actual polygraph examination, a Lodge Representative will be able to observe the examination from a different location (e.g., one-way mirror, audio-video feed);

- (2) The member's Lodge Representative shall, upon the request of the member, be permitted to be in the room during the pre-test and post-test phases of the polygraph examination;
- (3) During the pre-test phase, the member's Lodge Representative will remain out of the line of sight of the member; the member's Lodge Representative will raise any objections to the questions at the end of the pre-test phase and shall not engage in any action that creates a distraction or interferes with this phase of the examination;
- (4) The member shall be permitted to take breaks and consult with his/her Lodge Representative during any phase of the polygraph examination, providing such breaks do not cause a distraction to or interfere with the polygraph examination;
- (5) None of the information obtained during the pre-interview phase will be used in any disciplinary action against the member, unless the information obtained is related to criminal misconduct. The polygraph examiner may use information during the pre-interview phase to authenticate the polygraph examination;
- (6) The test questions to be asked during the testing phase of the polygraph examination shall be reviewed with the member and Lodge Representative prior to the testing phase. Any objections of the member or Lodge Representative to the test questions shall be noted. If the polygraph examiner asks the member questions which deviate from the questions reviewed prior to the testing phase, the Lodge Representative may interrupt the questioning and make objection to any questions which deviate from the questions reviewed prior to the test; and
- (7) When Lodge representation has been requested by a member, the polygraph examination will not be conducted without the Lodge Representative being present.

### **8.12 Complaints.**

- (A) In order for a citizen complaint (including an anonymous complaint) to be investigated, the complaint must be received by the City in writing or reduced to writing within ninety (90) days after the date of the alleged event giving rise to the complaint. Further, when an anonymous complaint is made against a member and no corroborative evidence is obtained from the information that either accompanies the complaint or that is reasonably obtainable from information provided in the complaint, the complaint shall

be classified as not investigated and the accused member shall not be required to respond.

- (B) The following are exceptions to the ninety (90) day time limit imposed in paragraph (A) above. The following complaints may be investigated provided that notice is given to the Lodge Grievance Chairperson that such an investigation is to be initiated under one of the following exceptions:
- (1) Allegations of conduct that are criminal on their face (in which case the time limit is the applicable criminal statute of limitations);
  - (2) Allegations of conduct that could reasonably lead to criminal prosecution as determined by the Office of the City Attorney (in writing if requested by the Lodge) in which case the time limit is the applicable criminal statute of limitations;
  - (3) Where a complaint alleges non-criminal conduct that is the same or similar to conduct that has resulted in the termination of a member after January 1, 1998 where the termination has been appealed and heard by an arbitrator or the Civil Service Commission, and which termination was upheld by the arbitrator or Civil Service Commission.
  - (4) Complaints by non-sworn employees of the Division of Police that allege workplace misconduct by members that would violate policy prohibiting discrimination in the workplace.
- (C) Where a complaint does not meet the requirements of paragraphs (A) or (B) above for purposes of conducting an investigation, the complaint shall be classified as not investigated, and the accused member shall not be required to respond, but the member shall be notified orally or in writing of the complaint. Further, complaints that result from conduct determined to be lawful and within Division rules, regulations or procedures, will not appear in the member's personnel file or the member's IAB electronic incident record.
- (D) The investigator ~~investigating supervisor~~ shall note, in the investigation, whether interviews were conducted in person or by telephone.

### **8.13 Access to Records.**

A member who is charged with violating Division of Police Rules of Conduct, and/or the member's Lodge Representative, shall be provided access to the City's transcripts, records, written statements, video and audio tapes, and written summaries (including opinions, if provided) of any polygraph examinations pertinent to the case. The member who is charged, and/or the member's Lodge Representative, may request and receive, at no cost, a copy of the documentation to which access was provided. The member or

Lodge Representative receiving such copies may be required to sign a written acknowledgment of receipt. Such access and copies, if requested in a timely manner, shall be provided reasonably in advance of any hearing by the Chief or Public Safety Director. The Division of Police shall be provided access, reasonably in advance of the departmental hearing, to the member or the member's Lodge Representative's transcripts, records, written statements, video tapes, and written summaries (including opinions, if provided) of any polygraph examinations pertinent to the case.

#### **8.14 Investigation Outcome.**

Any member who has been under investigation and after being informed of the investigation may, not less than twenty-eight (28) days after notification, forward a written inquiry to the responsible Deputy Chief as to the status of the investigation. In response to the member's inquiry, the member shall be advised of the status of the investigation and, if known, the estimated time necessary to complete the investigation.

The investigation of citizen complaints shall be concluded within ninety (90) days after the date the complaint was received by the City. This deadline may be extended by the Lodge upon written request from the City. Such request will set forth rationale for the City's inability to meet the ninety (90) day deadline and include an estimated time of completion. An agreement to extend an investigation beyond the ninety (90) days will not be unreasonably withheld by the Lodge. An investigation will be considered concluded on the date it is initially forwarded to the chain of command **and/or the Civilian Review Board** for review. An arbitrator shall consider the result of the applicable time limit not being met, or if the investigation otherwise exceeds one-hundred eighty (180) days, as part of his/her analysis related to any discipline arising out of the investigation of such citizen complaint. The ninety (90) day limit shall be held in abeyance pending determination by the chain of command to investigate criminal activity and during any on-going criminal investigation. Further, the ninety (90) day limit shall not apply to any chain of command **and/or the Civilian Review Board** review. At the conclusion of any investigation, the member shall be informed in writing of the outcome.

#### **8.15 Internal Affairs Summary Sheet.**

If a member is being considered for a promotion, he/she shall be provided a copy of the Internal Affairs summary sheet that is prepared when the member is being considered for promotion.

#### **8.16 Violation.**

If any of the procedures set forth within this Article are violated, such violations shall be subject to the Grievance Procedure.

- (A) A grievance resulting from a chain of command investigation shall begin at Step 1.
- (B) A grievance resulting from an Internal Affairs Bureau and/or EEO investigation shall begin at Step 2.

**(C) A grievance resulting from an OIG investigation shall begin at Step 4.**

**8.17 Relieved from Assignment or Duty.**

When a member is relieved from assignment or duty, the member shall be entitled to, upon request, an explanation from the Chief of Police or designee of the reasons for such actions within twenty-four (24) hours. The City shall provide the Lodge with a copy of the Relieved from Duty form.

**FOR THE CITY:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
  
Date 7/15/21

**FOR CAPTIAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
  
Date 7/15/21



## **ARTICLE 10 - CORRECTIVE/DISCIPLINARY ACTION AND RECORDS**

### **10.1 Corrective/Disciplinary Action for Cause.**

No member shall be terminated, demoted, suspended, required to forfeit accrued leave (excluding sick leave), given documented constructive counseling or a written reprimand, or suffer any career disadvantage except for just cause.

### **10.2 Positive Corrective Action.**

In those incidents where supervisors believe that positive corrective action would correct performance problems, the City encourages the use of positive corrective action. Positive corrective action encourages a willing modification of performance. Positive corrective action means those actions taken to correct a member's performance or behavior where the action taken, in and of itself, does not have a negative impact on the member. Examples of positive corrective action include oral counseling, retraining, mandatory professional assistance/evaluation, and referral to the Employee Assistance Program.

### **10.3 Progressive Action.**

For charges other than insubordination, the principles of progressive corrective action shall be followed for conduct not in violation of law. If the offenses are of a critical nature, the Chief of Police may determine that a different sequence is required. However, the charge of insubordination will only be used when no other charge is applicable to that conduct. The progression shall at least include documented constructive counseling before a written reprimand, a written reprimand before a suspension, and a suspension before a dismissal for the same or related offenses. In reaching a penalty determination, the nature and severity of the misconduct and the member's work record shall be taken into consideration. The culpable mental state of the member shall also be taken into consideration. Misconduct that occurs through inadvertence or negligence may mitigate the severity of the penalty that may be imposed, while misconduct that occurs as a result of deliberate intention may indicate that a more severe penalty, up to the maximum penalty, may be imposed.

### **10.4 Responsibility for Imposition of Discipline.**

A decision to issue positive corrective action, documented constructive counseling or a written reprimand pursuant to progressive disciplinary action will be made by the member's immediate supervisor where the member was assigned at the time of the incident. The decision to issue corrective/disciplinary action (or inaction) and the level of corrective/disciplinary action is subject to review by the chain of command. A member's immediate supervisor shall be held responsible and accountable for issuing appropriate corrective/disciplinary action. An immediate supervisor's recommendation to impose discipline at a higher level will require review by at least one higher rank in the member's chain of command, with the final decision being made by the Chief of Police.

### **10.5 Notification to Members.**

When an investigation concerning a member occurs wherein corrective/disciplinary action of record [written reprimand, suspension, forfeiture of accrued leave (excluding sick leave), demotion, or termination] may result, the member, at the conclusion of the investigation, shall be immediately notified of the result.

### **10.6 Probationary Period.**

- (A) A Police Officer may be separated from employment at any time during his/her probationary period, provided that the Public Safety Director submits a written report to the Civil Service Commission specifying the reason(s) the member's service is found to be unsatisfactory. Should such a written report not be submitted to the Commission at least ten (10) calendar days prior to the expiration of the probationary period, the member's appointment shall be made permanent and no probationary separation shall be effective. Provided that the procedures set forth in this Section are complied with, there shall be no appeal under this Contract from the action of the Public Safety Director separating a member during or at the end of the probationary period.
- (B) There shall be no probationary period for a member promoted to the rank of Sergeant, Lieutenant, or Commander.

### **10.7 Leave Forfeiture Option in Lieu of Departmental Hearing.**

The Chief of Police, after charging a member, may make a recommendation to the Director of Public Safety as to the appropriate level of discipline. Should this recommendation be a suspension, the Chief of Police may make a written offer to the member that the member forfeit up to one hundred twenty (120) hours of accrued leave (excluding sick leave). If the member agrees to forfeit accrued leave, the forfeiture shall be one (1) hour of accrued leave for each one (1) hour of the proposed suspension. The type of leave shall be the member's choice. The forfeiture of the leave shall constitute corrective/disciplinary action of record, shall be accordingly noted in the member's personnel file, and shall constitute the final resolution of the departmental charges. Leave forfeiture may only be offered if the member has sufficient accrued leave at the time of the offer of forfeiture. If the member chooses to accept the Chief's written offer, the member shall acknowledge the member's acceptance of the offer in writing. Should the Chief choose not to offer this option or should the member reject the Chief's offer, the Chief shall transmit the departmental charges to the Public Safety Director for a departmental hearing. **Leave forfeiture may not be used in sustained charges of excessive force, EEO violations, or bias based profiling.**

### **10.8 Action Pending Departmental Hearing.**

- (A) Pending a departmental hearing before the Public Safety Director pursuant to Section 10.9, the member shall continue his/her regular employment, unless the Chief of Police either administratively unassigns the member with pay or places the member on authorized leave without pay for a maximum of twenty (20) days pending the Public Safety Director's hearing. No member shall be placed on authorized leave without pay by the Chief under this paragraph unless the following conditions are met:
- (1) The member has received from the Chief a written statement of the applicable charges and specifications;
  - (2) The member has been afforded an opportunity to be heard before the Chief in order to respond to the charges either verbally or in writing. The member may be represented by a Lodge Representative;
  - (3) The member has had the opportunity to be heard, or the member has waived the opportunity for the hearing, or failed to appear, and the Chief has thereafter recommended to the Public Safety Director that the member be dismissed and has issued a written notice advising the member of the dismissal recommendation and the Chief's reasons therefore.
- (B) If a member is placed on authorized leave without pay under paragraph (A) of this Section, the departmental hearing shall be held within twenty (20) days after the imposition of the leave without pay. Any authorized leave without pay imposed under paragraph (A) of this Section shall not be extended beyond twenty (20) days unless an extension of time for the departmental hearing is requested solely by the member or his/her representative. In any other event, the authorized leave without pay shall terminate no later than twenty (20) days after its issuance and the member shall thereafter be administratively unassigned with pay pending the departmental hearing and Public Safety Director's decision, unless a subsequent extension of time for the departmental hearing is requested by the member or his/her representative. Any continuance of the departmental hearing, as requested by the member, or the member's use of paragraph (C) of this Section, shall not prejudice his/her claim to back pay for the period of the authorized leave without pay, should the Chief's recommendation for dismissal be subsequently disaffirmed or modified by the Public Safety Director, the Civil Service Commission, an arbitrator, or court of competent jurisdiction.
- (C) If a member is placed on authorized leave without pay under paragraph (A) of this Section, the member may use any compensatory time, personal emergency leave, and/or vacation time (but not sick leave) which the

member has accrued at the time of the authorized leave without pay while awaiting the hearing and decision. If the member is exonerated of the charges, the member's leave bank will be restored. If the member is found guilty, any suspension will be prospective, and the member's leave bank will not be restored.

#### **10.9 Departmental Hearings.**

Prior to any departmental hearing before the Public Safety Director, the charged member shall receive from the Chief of Police a written statement of all charges and specifications. At departmental hearings, the charged member shall be allowed to be represented by a Lodge Representative, to question adverse witnesses, and to call witnesses material to the member's defense.

A member who is charged, or the member's Lodge Representative, may make a written request for a continuance. Such request shall be granted where practicable, at the discretion of the Public Safety Director. The length of such continuance shall be mutually agreed upon by the parties.

The City shall make all good faith efforts to notify the affected member, normally during the member's duty hours, and his/her representative of any charges or of any decisions reached as a result of a departmental hearing prior to any public statement. The City shall issue any decision at least seventy-two (72) hours after the conclusion of any authorized leave, which may have been granted to the affected member unless earlier discussion of the decision directly with the member or through his/her representative is confirmed. Hearings shall be held in the Public Safety Director's office unless an alternative site is mutually agreed upon by the parties. All hearings shall be recorded by the City and, at the request of the member and/or the member's Lodge Representative, a copy shall be provided to the member for the cost of a copy.

All hearings conducted by the Public Safety Director shall be closed to the public, press, and others not directly involved in such hearings, unless otherwise mutually agreed. **This does not, however, restrict attendance by a representative of the Office of Inspector General or Civilian Review Board.**

#### **10.10 Retention of Records.**

All Division records of corrective/disciplinary actions shall be maintained in the following manner:

- (A) **Documented Constructive Counseling.** Record of a documented constructive counseling shall be maintained in the member's Division master personnel file for at least one (1) year following the date of issuance of the documented constructive counseling so long as there is no subsequent corrective/disciplinary action from the date of issuance through the end of the one (1)-year period. After one (1) year or any extension of such one (1)-year period caused by subsequent corrective/disciplinary

action, the documented constructive counseling shall be removed from the file.

- (B) **Written Reprimands/Fleet Safety Records.** Record of written reprimands and fleet safety records shall be maintained in each member's Division master personnel file for at least three (3) years following the date of the incident which gave rise to the written reprimand or fleet safety record, so long as there is no subsequent action of record or fleet safety record during the three (3)-year period. After three (3) years or any extension of such three (3)-year period caused by subsequent action of record or fleet safety record, the written reprimand or fleet safety record shall be removed from the file.
- (C) **Suspension/Forfeiture of Accrued Leave in Lieu of Suspension.** Record of a suspension or forfeitures of accrued leave in lieu of suspension, shall be maintained in each member's Division master personnel file for at least six (6) years following the date of the incident which gave rise to the suspension or forfeiture of accrued leave in lieu of suspension, so long as there is no subsequent action of record during the six (6)-year period. After six (6) years from the date of a suspension or forfeiture of accrued leave in lieu of suspension or any extension of such six (6)-year period caused by a subsequent action of record, the suspension or forfeiture of accrued leave in lieu of suspension shall be removed from the file. **Such period shall be eight (8) years for sustained charges of EEO violations or bias based profiling.**
- (D) **Investigations Held In Abeyance.** The specified time period for the maintenance of disciplinary records referenced in Section 10.10(A), (B) and (C) shall be measured from the date of the resumption of an investigation that is held in abeyance due to the pendency of a related criminal case or due to other exceptional circumstances beyond the control of the City.
- (E) **Demotions/Terminations.** Records of demotions or terminations shall be maintained in each member's Division master personnel file throughout the member's employment and reemployment or reappointment (if any).
- (F) **Overtured/Unfounded Records.** In any case in which a documented constructive counseling, reprimand, suspension, or dismissal is overturned through the Grievance Procedure, by the Public Safety Director, Civil Service Commission, or a court of competent jurisdiction, the personnel record shall clearly indicate same. Unfounded or not sustained allegations or complaints of misconduct made against a member and appearing in Internal Affairs Bureau files shall not be considered in future corrective action, or promotion considerations. "Unfounded" complaints or allegations shall not be considered in future transfer considerations.

- (G) **Entries/Records of Investigations.** Entries and records of investigations resulting in counseling, documented constructive counseling, written reprimands, or complaints classified as not sustained shall be removed from all Division files after three (3) years from the date of the action provided no further corrective/disciplinary action has occurred within the three (3) year period.

Entries and records of investigations of complaints classified as withdrawn, not investigated, unfounded, or exonerated shall be removed from all Division files three (3) years from the date the complaint was so classified.

- (H) **Humane Destruction of Animals.** The humane destruction of animals shall not be utilized in the Employee Action Review System.

- (I) **Destruction of Records.** As used in this Article, the term "removed" shall mean "destroy" so long as the subject personnel file materials are generally available for public inspection under Ohio Revised Code Section 149.43. If such materials are no longer generally available for public inspection (except through subpoena or discovery proceedings in civil or criminal cases where they may be determined to be relevant) as a result of amendments or court interpretations of Ohio Revised Code Section 149.43, the term "removed" as used in this Article shall be construed to require that the material be sealed and stored in a separate inactive file where it will be retained for the duration of the member's employment, unless earlier destruction is authorized by the Columbus Records Commission.

- (J) **Application to Persons who are not Members.** None of the requirements of this Article regarding the removal of dated personnel file material shall apply to any person who is not a member.

- (K) **Legal Action Exceptions.** None of the requirements of this Section 10.10 regarding the removal of dated personnel material shall apply in the event a civil or criminal action in which the material may be relevant is pending or threatened, by notice to the City Attorney's Office, at the time of the member's request (regardless of whether the requesting member is a party to or the subject of the litigation, and it is reasonably anticipated that these records will be admitted as evidence or be the subject of permissible discovery) or where the material in question is ordered preserved by a court or administrative agency with jurisdiction over a case in which the material may be relevant. Any time this provision is invoked by the City, the City shall promptly provide information to the member that establishes the basis for invoking this provision, and any dispute over the propriety of invoking this provision shall be subject to the grievance and arbitration procedure.

- (L) **Records of Sustained Finding of Untruthfulness.** Notwithstanding the provisions of this Section 10.10, records for sustained acts of untruthfulness shall be maintained in a file separate from a member's personnel file throughout a member's employment and reemployment or reappointment (if any). In any case in which a record reflects a finding for an act of untruthfulness, but such finding of an act of untruthfulness was overturned through the Grievance Procedure, by the Public Safety Director, Civil Service Commission, or a court of competent jurisdiction, the record shall be removed from this file.

### **10.11 Administrative Use.**

Section 10.10 establishes the periods of records retention. This Section establishes the period of time for administrative use of the records listed. While a supervisor may retain private, written notes to document reprimands, such notes shall not appear in any member's personnel files, and if found, shall be removed. The records of the Fleet Safety Committee are exempt from this Section.

- (A) Documented constructive counseling – Not more than nine (9) months following the date of issuance of the documented constructive counseling.
- (B) Written reprimands – Not more than three (3) years following the date of the incident that gave rise to the written reprimand.
- (C) Suspensions – Not more than four (4) years following the date of the incident that gave rise to the suspension, provided no subsequent action of record of the same or similar nature has occurred within the four (4) year period. **Such period shall be six (6) years for sustained charges of EEO violations or bias based profiling.**
- (D) Demotions and Terminations - Four (4) years following the date of the incident that gave rise to the demotion or termination, provided no subsequent action of record of the same or similar nature has occurred within the four (4) year period. **Such period shall be six (6) years for sustained charges of EEO violations or bias based profiling.**
- (E) Documented constructive counseling, written reprimand, suspension, demotion or termination records that are no longer usable for any administrative purposes will be maintained pursuant to Section 10.10 (I) of this Contract.

### **10.12 Disciplinary Tracking System.**

The computerized disciplinary data base and disciplinary tracking system shall expunge disciplinary records in accordance with the time schedule set forth in Section 10.10. Further, access to computerized disciplinary records which have "member identifiable information" shall be limited to personnel normally entering data and to those individuals

who would normally have authorized access to the original hard copy of such disciplinary records. Although "member identifiable information" will be removed from the data base as provided, the descriptive information of the members involved and of the circumstances will be retained (including but not limited to: age, race, sex, and rank of the member issuing and receiving the discipline, the date, shift, and unit of the members involved; and a description of the discipline issued and the circumstance leading thereto).

Disciplinary records without "member identifiable information" will be retained for a period of time after the individual records are no longer subject to administrative use and after they are removed. Disciplinary records without "member identifiable information" will continue to be retained for a period determined by the Division for various administrative purposes, including but not limited to assisting the Division in Equal Employment Opportunity analysis, compliance and defense; providing Division personnel responsible for taking or recommending disciplinary action with a resource to evaluate historical patterns of discipline; assisting the Division in identifying training needs; assisting the Division in providing appropriate direction to members charged with the responsibility of implementing or recommending disciplinary action; and providing the Division with a resource tool for issuing or revising rules and regulations related to the conduct of members.

The City reserves the right to make modifications to the Disciplinary Tracking System program in order to continually improve its effectiveness in accordance with the provisions of this Contract.

### **10.13 Review of Personnel Files.**

Every member shall be allowed to review any of his/her personnel files except "confidential law enforcement records" and "trial preparation records" as defined in Ohio Revised Code Section 149.43 at any time, upon request and reasonable notice. Such request shall be made to the supervisor directly responsible for maintenance of such files. Review of the files shall be made in the presence of such supervisor or the supervisor's designated representative. For the Division master personnel file, the request shall be made to the member's Subdivision Deputy Chief or his/her designated representative. Any member, or the member's Lodge representative, may copy documents in the member's file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

A member will be notified in writing any time records within his/her personnel, background, IAB, and/or payroll file(s) are requested, as a public records request pursuant to Ohio Revised Code Section 149.43, provided the City determines that the request is proper under applicable law. A member may request copies of any records provided under this paragraph, and these copies shall be provided at no cost to the member.



**10.14 Inaccurate Documents.**

Should any member have reason to believe that there are inaccuracies in documents contained in his/her personnel file, he/she may write a memorandum to the Deputy Chief of the Administrative Subdivision explaining the alleged inaccuracy. If the Deputy Chief disagrees with the memorandum, the Deputy Chief shall attach the member's memorandum to the document in the file and note thereon the Deputy Chief's disagreement with the memorandum's contents. If the Deputy Chief concurs with the member's memorandum, the inaccurate document shall be removed from the member's file. Any dispute regarding a document's accuracy and/or its removal from the file shall be subject to the grievance procedure.

**10.15 Member's Acknowledgment.**

A member's signature, if required on any document, shall only represent acknowledgment of receipt of a copy of the document. It shall not be viewed as a representation that the member has concurred with the contents or comments thereon. A member may decline or refuse to sign a document without penalty. The member shall receive a copy of the final form of the document, whether signed by the member or not.

**FOR THE CITY:**

**FOR CAPTIAL CITY LODGE NO. 9:**



Ronald G. Linville  
Chief Negotiator

7/15/21  
Date



Mark Fester  
Chief Negotiator

7/15/21  
Date

## ARTICLE 11 - ASSIGNMENTS AND TRANSFERS

### 11.1 General Guidelines.

- (A) **Vacancies.** Whenever a vacancy occurs in a permanent assignment, the Chief of Police may, at his/her option, first make the assignment from among the members in the unit in which the vacancy occurs who request such assignment, except for the rank of Lieutenant. The notice of vacancy shall be communicated to all eligible members. Whenever a permanent vacancy, newly created position, or temporary vacancy of a duration of more than sixty (60) days, or temporary vacancy of nine (9) pay periods for the Summer Safety Initiative is to be filled, except from members within a unit, a notice of the vacancy shall be posted on the Daily Bulletin for four (4) consecutive days.

When any vacancy in the rank of Lieutenant is to be filled, a notice of the vacancy shall be posted on the Daily Bulletin for four (4) consecutive days.

No member who has filled a temporary vacancy of a duration of sixty (60) days or less or nine (9) pay periods or less for the Summer Safety Initiative under this Subsection 11.1(A) shall immediately fill another temporary vacancy of a duration of sixty (60) days or less or nine (9) pay periods or less for the Summer Safety Initiative. Temporary vacancies of a duration of sixty (60) days or less or nine (9) pay periods or less for the Summer Safety Initiative, filled by a member, shall only be extended by mutual agreement between the City and the Lodge.

- (B) **Date of Assignment.** The effective date for the assignment will be listed when a vacancy is posted.
- (C) **Probationary Members.** Probationary Police Officers shall not be permitted to apply for a change of assignment.
- (D) **New Members.** After completing the probationary period, newly appointed Police Officers normally will spend two (2) years working Patrol before being assigned outside of Patrol. Reappointed or reemployed members will be assigned to Patrol for one (1) year.

**(E) Required Stay.**

- (1) After an assignment change is posted on the Daily Bulletin, a member who receives an assignment to a unit other than one listed in (2) below, is required to stay in that unit for a minimum of fifty-six (56) days, unless the Chief of Police authorizes a shorter period of time.
- (2) A member who receives any plainclothes assignment, or assignment to the Community Liaison Unit, School Resource Unit, Mounted Unit, or Motorcycle Unit, is required to stay in that unit for a minimum of one hundred and twelve (112) days after the assignment change is posted on the Daily Bulletin, unless the Chief of Police authorizes a shorter period of time. For covert assignments, which do not appear on the Daily Bulletin, the one hundred twelve (112) day minimum will start on the effective date of the assignment.

**(F) Job Description Requirements.** Members must meet the requirements listed in the Job Description Manual when applying for an assignment and should show on the A-30 how they meet the requirements asterisked in the job description manual.

**(G) Requirement To Report.** A member who receives a requested assignment and who is unable to report for regular duty within thirty (30) calendar days following the effective date of the transfer shall forfeit the assignment, unless otherwise approved by the Chief of Police. If the failure to report is caused by an on-duty injury, the time to report for regular duty will extend for up to an additional sixty (60) days. If the failure to report is caused by a Division imposed restricted duty assignment because of an on-going investigation, the time to report for regular duty will be extended for up to an additional thirty (30) days.

After the applicable periods of time noted in the above paragraph have elapsed, and the member is unable to report to his/her selected assignment, the vacancy will be reposted.

**(H) Selection Responsibilities.** All background information gathering and paperwork for assignment selection shall be completed for vacancies posted on the Daily Bulletin and presented to the lowest level of the chain of command for recommendation. The chain of command may state any objection to an assignment in writing to the Chief of Police. The Chief shall affirm or deny the selection in accordance with the provisions of this Article.

**(I) Disapproval of Selected Assignments.**

(1) In circumstances where the Chief of Police personally determines that a member could not effectively perform the requested assignment, the Chief of Police reserves the right to disapprove the assignment of a member in the following areas:

- (a) Covert Operations
- (b) Internal Affairs Bureau
- (c) Inspections Section of the Professional Standards Bureau
- ~~(d) Legal Section~~
- (ed) Police Net Operations Unit
- (fe) Field Training, Recruit and Advanced Training Units of the Training Bureau
- (gf) Homeland Security Section Lieutenant and Terrorism Early Warning Unit (TEW - renamed Counter Terrorism Unit);
- (hg) Professional Standards Bureau Discipline/Grievance Lieutenants; and
- (ih) SWAT Lieutenants.

(2) In circumstances where the Chief of Police personally determines that a member could not effectively perform the requested assignment because of a sustained finding of untruthfulness as reflected in the file kept pursuant to Section 10.10(L), the Chief of Police reserves the right to disapprove the assignment of a member in all of the areas set out in Section 11.1(I)(1), above, and in the following areas:

- (a) Professional Standards Bureau – excluding Research and Development and FOP Special;
- (b) Criminal Intelligence Unit;
- (c) Assault/Homicide Section;
- (d) Sexual Assault Section; and
- (e) Court Liaison Section.

If a member's assignment has been disapproved under this Section 11.1(I), the Chief of Police shall explain in writing, to the extent possible, the reasons for such disapproval upon request of the member.

**(J) Administrative Assignments.** The Chief of Police reserves the right, at his/her sole discretion, to select, assign to and remove members from the following assignments on a non-requested basis:

(1) Administrative members to the Chief of Police;

- (2) Administrative members to the Deputy Chiefs;
- (3) Bureau Commanders;
- (4) Mayor's Security Unit (subject to the approval of the Director of Public Safety); and
- (5) the Recruiting Unit; **and**
- (6) Recruit Training Unit (1 temporary assignment for the duration of each Academy class).**

When openings or transfers are anticipated in any Bureau Commander assignment, all commanders will be asked by the Chief to submit in writing any preference as to which assignment(s) they desire, if any. After all of the assignments are filled by the Chief, any Commander desiring to know why he/she was not selected for a specific assignment for which he/she expressed interest, or was placed into an assignment he/she did not express interest in, will be entitled to a meeting with the Chief for a detailed explanation. The Chief will not exercise his/her discretion to assign Bureau Commanders in an arbitrary and capricious manner.

- (K) **Specialized Training.** Members who accept assignments in areas that require specialized training as listed below shall remain in their respective specialized assignment for eighteen (18) months after receiving the training. The provisions of this paragraph (K) apply to the following specialized assignments:

- 1) Helicopter pilot  
The eighteen (18) month time limit shall start when the member accepting the assignment is released to fly after completing commercial rating and five hundred (500) hours of flight time in a Division aircraft.
- 2) Canine handler  
The eighteen (18) month time limit shall start when the canine issued to the member is able to be deployed.

If, in the course of the eighteen (18) month requirement, unforeseen circumstances arise, the member may request a transfer from the Chief of Police from the particular assignment for which the member received the training, and a request for such transfer will not be unreasonably denied.

- (L) **Required Stay After Additional Training.** If a member receives training outside the Division of Police, that member shall be required to remain in an assignment for which the training is applicable, for eighteen (18) months after completion of the training.

This eighteen (18) month requirement is only applicable if the training costs exceed two thousand dollars (\$2,000.00). The two thousand dollars (\$2,000.00) cost would only include the tuition, course fees, travel expenses and per diem. This eighteen (18) month requirement also applies to members who receive specialized training paid for by the Federal government that is offered rarely and is of more than thirty (30) hours of actual instruction (for example, DEA Commanders School and FBI Forensic Schools).

If, in the course of the eighteen (18) month requirement, unforeseen circumstances arise, the member may request a transfer from the Chief of Police from the particular assignment for which the member received the training, and a request for such transfer will not be unreasonably denied.

### **11.2 Temporary Assignments.**

- (A) Temporary assignments will normally not exceed thirteen (13) pay periods.
- (B) If a need exists to make a temporary job a permanent assignment, the assignment will be posted and the normal selection process will be followed. At the conclusion of a temporary assignment, members will return to their permanent assignment.
- (C) Requests for a temporary transfer due to hardship or safety may be granted, administratively, at the discretion of the Chief of Police.

### **11.3 Selection Criteria.**

When a vacancy exists, supervisors may first realign the members within a unit and then post the resulting vacancy. For such realignment, supervisors are required to consider all members whose effective date of transfer to the involved unit is prior to the date the intra-unit realignment takes effect.

- (A) Within a unit: Select the most senior member desiring the assignment unless the criterion in Section 11.3(C) applies.
- (B) Outside a unit:
  - (1) Review the A-30's
    - (a) If an applicant-member does not meet the requirements prescribed in the Job Description Manual, reject the application.

- (b) Consider all applicant-members who meet the exceptional qualifications for the assignment as outlined in the Job Description Manual.
  - (c) Rank according to seniority.
  - (d) Consider at least the top five applicant-members in seniority, and those that satisfy (b) above.
- (2) Review the personnel files of applicant-members from Section 11.3(B)(1)(d). Do not further consider any applicant who is eliminated by any of the criteria in Section 11.3(C) below.
  - (3) If a test is to be administered, the test shall first be submitted to the Deputy Chief in the assignment's chain of command for review and approval that the test reasonably and fairly measures job-related skills, knowledge and/or abilities. Upon receipt of the Deputy Chief's approval, the test will be administered for all applicant-members that are still eligible at this point. Eliminate any applicants-members who do not pass the test(s).
  - (4) Weigh the seniority of the senior member still in the process against any exceptionally qualified members, where exceptional qualifications are specifically identified in the Job Description Manual.
  - (5) Select applicant-member who has the most seniority, or if the exceptional qualification is utilized, select the senior exceptionally qualified member; except as otherwise provided in this Article.
- (C) The following criteria shall be utilized to eliminate a member from consideration for any assignment change [other than administrative reassignments under Section 11.4 and reassignments made pursuant to Section 11.2(C)].
    - (1) Members who have marked off sick four (4) or more times a year, excluding approved FMLA use, death and/or sickness in the family, in each of the previous three (3) years may not apply and shall not be selected for an assignment change.
    - (2) Members who have marked off sick, excluding approved FMLA use, death and/or sickness in the family, twelve (12) or more times over the previous three (3) year period will generally be rejected for an assignment change. Supervisors will take into consideration the

circumstances surrounding the member's sick mark-offs before rejecting or selecting the applicant.

- (3) Members who have three (3) or more written reprimands (not driving related) in the previous two (2) years may not apply and shall not be selected for an assignment change. Members who have one (1) or more sustained departmental charges in the previous year and the discipline issued was at least a forfeiture of vacation hours or suspension, may not apply and shall not be selected for an assignment change. When reviewing the time factors, the following will be used: (1) for written reprimands the date of the incident; (2) for sustained departmental charges, the date the charges were sustained by the Chief of Police, if accepted by the member, or if not accepted by the member, the date sustained by the Director of Public Safety provided, however, that if a member receives a written reprimand as the result of sustained departmental charges, the date the charges were sustained shall be used, rather than the date of the incident.
- (4) When measuring the one, two and three year periods referenced in paragraphs (1), (2), and (3) above, the Division shall look backward from the scheduled effective date of the transfer.
- (5) Personnel who have been administratively reassigned by the Chief for the purpose of removing a member from an assignment may not apply to return to the duty station from which they were removed for six (6) months.

#### **11.4 Administrative Reassignments.**

Administrative changes in a member's permanent assignment may be made by the Chief of Police to ensure the needs, interests, efficient or effective operation of the Division of Police, or to ensure the safety of the member or the public. The Chief of Police reserves the right to administratively reassign a member who has a sustained finding of untruthfulness, as reflected in the file kept pursuant to Section 10.10(L). Any member who is affected by an administrative change of assignment shall be entitled to a detailed explanation, upon request, from the Chief of Police, of the reasons for such change. When an administrative change of assignment is made, the City shall notify the Lodge. Such changes may be effected by the Chief of Police notwithstanding the existence of a requested assignment change for that position.

A member may receive no more than one administrative assignment change per calendar year. However, an assignment change may occur a second time in a calendar year in an unusual, individual instance. Prior to such second action or transfer, the Chief of Police will discuss the reason for the second transfer with the Lodge President or designee.



When a high probability exists that a member will not be returning to duty, the Chief of Police may administratively unassign that member and post the vacancy. If the member returns to normal duty, the member will be reassigned to the same hours of duty, days off, and if possible, the same bureau as the assignment which was vacated, unless the member has applied for and received another assignment.

#### **11.5 Assignment Abolishment.**

Prior to abolishing an assignment, the Division shall, whenever practicable, first utilize attrition. Thereafter, the Division shall thoroughly review and utilize other practicable alternatives, if any, prior to any abolishment. During such review, the Division shall consider, among other factors, the efficiency and the operational needs of the Division, and the potential disruptive effect of such alternatives on the members. In the event of an abolishment, the affected members will be given at least seventy (70) days written notice of the abolishment and be advised to consult the Daily Bulletin for vacant assignments at the beginning of the notice period. Members failing to request and receive a requested assignment will be placed in any available, vacant assignment. If only a portion of the unit is to be abolished, the member(s) will be retained on the basis of his/her seniority. Members who are transferred as a result of an assignment abolishment shall have the provisions of 11.1(E) waived during their first assignment following the abolishment.

#### **11.6 Restricted Duty Guidelines.**

Members on restricted duty will be assigned restricted duties within the Division as designated by the Chief. Bureau Commanders will notify the Personnel Office of positions in their bureau in which a member on restricted duty may be utilized. The Personnel Office will maintain a list of restricted duty positions, restricted duty members, and the restriction on each member. Bureau Commanders may contact the Personnel Office when they have a need for a restricted duty member, and if a member is available, then contact the member's Bureau Commander to coordinate duties. Members on restricted duty shall be provided restricted duty on their assigned shift unless the member voluntarily agrees to work a different shift.

Members who wish to return from injury leave to restricted duty status must have a letter from a licensed physician enumerating the specific duties the member is restricted from performing.


#### **11.7 Job Descriptions.**

The exceptional qualifications, job requirements, and variable or rotating hours in the Job Description Manual shall only be changed following review and input of the Assignment and Transfer Committee and approval by the Labor Relations Committee. Newly created job descriptions without exceptional qualifications, variable or rotating hours, or job requirements (excluding rank) are not subject to the provisions of this Section 11.7. The parties commit that such review and input shall not exceed ninety (90) days. If the Labor Relations Committee does not approve the changes proposed by the Chief of Police under this Section, either party may submit the issue to arbitration under Article 12;

provided that the Expedited Labor Arbitration Procedures of the American Arbitration Association, shall apply to the arbitration hearing.

**FOR THE CITY:**

**FOR CAPTIAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
  
7/15/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
  
7/15/21  
\_\_\_\_\_  
Date

## ARTICLE 12 - GRIEVANCE PROCEDURE

### 12.1 Definition.

"Grievance" means any unresolved question or dispute regarding the City's interpretation and application of terms of this Contract.

### 12.2 Qualification.

A grievance can be initiated by the Lodge or an aggrieved member. When a group of members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance as the designated group representative.

### 12.3 Jurisdiction.

Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights, including the right by appeal to another forum. However, once a member elects any other forum and that forum takes jurisdiction over the subject matter, the member is thereafter denied the remedy of the Grievance Procedure provided herein. Further, any relief obtained by the member under this Grievance Procedure shall be rescinded and shall not continue to be performed or provided to the extent that the relief achieved by the member in another forum is inconsistent with the relief achieved under this Grievance Procedure. **This section does not apply to charges of discrimination filed with the EEOC/OCRC; but in the event that there are changes in the law that allow exclusivity of remedy for the charges of discrimination, the Lodge and the City shall enter into good faith negotiations to address the exclusivity of remedy for charges of discrimination.**

### 12.4 Duties of Grievance Chairperson.

The authorized functions of the Grievance Chairperson and named Assistants shall include the following:

- (A) Representing the Lodge and members in investigating and processing grievances arising under this Contract;
- (B) Replacing a Lodge Representative who is absent or unavailable;
- (C) Generally coordinating grievances, supervision and training of Lodge Representatives;
- (D) Acting as liaison between the City and the Lodge on matters concerning grievances and this Procedure;
- (E) Assisting Lodge officials and the City on matters concerning this Contract.

## **12.5 Grievance Procedure.**

The following are the implementation steps and procedures for handling grievances:

### **(A) Step One - Supervisor Whose Actions Gave Rise to the Grievance.**

- (1) Within ten (10) of the grievant's working days following the events or circumstances giving rise to the grievance or when the events or circumstances should have been first known by the grievant, the grievant shall submit a grievance in writing on a grievance form to the supervisor whose actions gave rise to the grievance. Prior to submission of the written grievance, it shall be screened by the Grievance Chairperson or designee.
- (2) The written grievance shall indicate whether it is being filed by the Lodge or by a member as an individual or as a designated representative of a group. If the grievance is filed by a member, it shall state the grievant's name, rank and assignment. A group grievance shall set forth the names of the grievants or the identity of a recognizable group of grievants so that parties may properly identify those affected in a remedy. All grievances shall state the supervisor whose actions gave rise to the grievance; the Section(s) of this Contract allegedly violated; a statement of the grievance; including the date of other relevant facts regarding the action or decision complained of; the specific relief requested; the date the grievance was submitted; and shall be signed by the grievant, Lodge Representative or Grievance Chairperson or Assistant. Failure to satisfy these elements is not grounds to disqualify the grievance, so long as a good faith effort is made to specify the information requested. The supervisor shall date the Form when he/she receives it. Grievances submitted beyond the time limit shall not be considered.
- (3) Within five (5) of the supervisor's working days of his/her receipt of the written grievance, the supervisor shall affix his/her written response to the Form, date and sign his/her response, and return all but one copy to the Grievance Chairperson. If the grievant does not refer the grievance to the Second Step of the Procedure, the grievance shall be considered to be satisfactorily resolved.
- (4) The grievance shall go directly to Step Two when Step One does not apply.
- (5) A member is encouraged to attempt to resolve an individual grievance informally with his/her immediate supervisor where

possible prior to the filing of a written grievance. If informal resolution is attempted, a Lodge Representative may accompany the member in any meeting with the member's immediate supervisor.

**(B) Step Two - Deputy Chief of Police.**

- (1) If the grievant is not satisfied with the answer in Step One, within five (5) of the grievant's working days thereafter, the grievant may appeal the grievance to Step Two by delivering a copy of the Grievance Form, the written response at the prior Step, and the grievant's reasons why the responses at the previous Step were not sufficient to resolve the grievance, to the Deputy Chief in the chain of command of the supervisor whose actions gave rise to the grievance. The office of the Deputy Chief shall date the Form upon receipt.
- (2) Within five (5) working days of the Deputy Chief's receipt of the Grievance Form, the Deputy Chief shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairperson. The Grievance Chairperson may bring with him/her to the meeting the grievant and the appropriate Lodge Representative. The grievant reserves the right to waive the hearing.
- (3) At the conclusion of this oral discussion, and within the above time limit, the Deputy Chief shall affix his/her written response to the Form, date and sign his/her response, and return all but one copy of it to the Grievance Chairperson. If the grievant does not advance the grievance to the Third Step of this Procedure, the grievance shall be considered satisfactorily resolved.
- (4) The grievance will go to Step Three when this Step does not apply.

**(C) Step Three - Chief of Police.**

- (1) If the grievant is not satisfied with the answer in Step Two, within five (5) of the grievant's working days thereafter, the grievant may appeal the grievance to Step Three by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior Steps, and the grievant's reasons why the responses at the previous Steps were not sufficient to resolve the grievance and any other pertinent documents, to the office of the Chief of Police. The office of the Chief shall date the Form upon receipt.
- (2) Within ten (10) working days of the Chief's receipt of the Grievance Form, the Chief or his/her designated representative shall investigate the grievance and shall schedule and conduct a meeting to discuss

the grievance with the Grievance Chairperson. The Grievance Chairperson may bring with him/her to the meeting the grievant and the appropriate Lodge Representative. The grievant reserves the right to waive the hearing.

- (3) In the meeting called for at this Step, the Chief or his/her designee shall hear a full explanation of the grievance and the material facts relating thereto.
- (4) Within five (5) of his/her working days of the meeting in this Step, the Chief shall submit to the Grievance Chairperson his/her written response to the grievance.
- (5) The grievance will go to Step Four when this Step does not apply.

**(D) Step Four - Director of the Department of Public Safety.**

- (1) If the grievant is not satisfied with the answer in Step Three, within five (5) of the grievant's working days thereafter, the grievant may appeal the grievance to Step Four by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior Steps, and the grievant's reasons why the responses at the previous Steps were not sufficient to resolve the grievance and any other pertinent documents, to the office of the Director of the Department of Public Safety. The office of the Director shall date the Form upon receipt.
- (2) Within five (5) working days of the Director's receipt of the Grievance Form, the Director or his/her designated representative shall review the grievance. This review may include the request for additional information or further explanation from either or both parties.
- (3) Within ten (10) working days of the review of the grievance, the Director or his/her designee shall submit to the Grievance Chairperson his/her written response to the grievance.
- (4) Disciplinary Grievance. Where the Public Safety Director imposes any discipline upon a member, the Director's decision shall be considered a Step Four grievance answer, and may be submitted to arbitration pursuant to the provisions of Section 12.5(E)(1). In such a case, a grievance need not be filed at any step in the Grievance Procedure in order to submit the matter to arbitration.

**(E) Step Five - Arbitration.**

- (1) Arbitration Notification. Arbitration may only be initiated by the Lodge upon approval of the Lodge President. To initiate arbitration the Lodge shall notify the Public Safety Director of the Lodge's intention to proceed to arbitration within fourteen (14) days of the Grievance Chairperson's receipt of the written answer from the Director of Public Safety at Step Four.
- (2) Selection of Arbitrator.
  - (a) A permanent panel of six (6) arbitrators will be maintained by the parties. An arbitrator shall be selected from the panel to hear grievances through random drawing. Within seven (7) calendar days after the Public Safety Director receives the notification of the Lodge's intention to proceed to arbitration, the parties' representatives shall meet to select the arbitrator. Once selected, the arbitrator's name will no longer be available for selection until all remaining arbitrators on the panel have been selected.
  - (b) The arbitrator shall be notified of his/her selection to hear a grievance by a joint letter from the Director of the Department of Human Resources or designee and the Lodge, requesting that he/she set a date and time for the hearing subject to the availability of the City and Lodge Representatives, provided that the hearing must be held within sixty (60) calendar days following the selection of the arbitrator. If the selected arbitrator is unable to schedule the hearing within the sixty (60) day period, either the City or the Lodge may initiate the process to select another arbitrator from the panel through random drawing.
  - (c) After all arbitrators on the panel have been selected once, the above process of selection using random drawing will be repeated.
- (3) Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying generally accepted arbitration rules. The arbitrator shall have no authority to add to, detract from, modify, or otherwise change any of the terms or provisions of this Contract. The decision of the arbitrator shall be final and binding on all parties.

- (4) Arbitrability. Where the City disputes the arbitrability of a grievance that has been submitted to arbitration, the arbitrator shall first decide the question of arbitrability before rendering a decision on the merits of the grievance.
- (5) Consolidation. More than one grievance involving the same or similar issues may be submitted to the same arbitrator by mutual agreement of the parties.
- (6) Arbitration Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-member witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; however, such fees shall be split equally if both parties desire a reporter or request a copy of any transcript or if a written transcript is requested by the arbitrator. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.
- (7) Arbitrator's Findings. The arbitrator shall render in writing his/her findings as quickly as possible within thirty (30) calendar days after the close of the hearing or the receipt of post hearing briefs whichever is later. The arbitrator shall forward such findings, and all supporting data, to the Public Safety Director, City Attorney, Lodge President and Lodge Attorney.

**(F) Voluntary Mediation.**

The parties may mutually agree to utilize the services of a mediator to resolve pending grievances according to procedures mutually agreed to in writing in advance of the mediation process.

**(G) Notice to Human Resources Director or Designee.**

The Lodge Grievance Chairperson shall forward a copy of all written grievances, resolutions of such grievances, and notices of referrals to arbitration to the Human Resources Director or designee.

**12.6 Arbitration Panel.**

**(A) Maintenance of Arbitration Panel.**

The parties agree to maintain an arbitration panel for the duration of this Contract.

**(B) Removal and/or Replacement of Arbitrator from Panel.**



- (1) Either the City or the Lodge may remove an arbitrator from the panel after the arbitrator has issued at least one (1) decision, but before the arbitrator is assigned a new case.
- (2) Neither party may remove more than three (3) arbitrators during the term of this Contract.
- (3) The parties may mutually agree to remove the name of an arbitrator from the panel at any time.
- (4) Unless the parties agree otherwise, the method to be utilized to replace an arbitrator who is removed by a party or the parties or who chooses not to remain on the panel shall be to request the names of seven (7) labor arbitrators from the American Arbitration Association. Following receipt of the list, the parties shall alternatively strike from the list until one (1) name remains. The order of striking shall be determined by a coin toss. The arbitrators requested shall have business addresses or residences in Ohio.

#### **12.7 Time Off for Presenting Grievances.**

A grievant and a Lodge Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. The Lodge Representative or grievant must obtain prior approval from the grievant's immediate supervisor before conducting meetings with the grievant while the grievant is on duty. Such approval by the supervisor shall not be unreasonably withheld. The meetings between a grievant and the Lodge Representative shall be held at a police facility or the Lodge Office. Lodge Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard.

#### **12.8 Access to Documents and Other Materials.**

All documents and other materials upon which the City relies as the basis for the action taken which gave rise to the grievance shall, upon request, be furnished to the Lodge Representative. The Lodge will, upon request, furnish to the City all documents and other materials upon which it relies as the basis for its position on the grievance.

#### **12.9 Lodge Representative.**

Grievants and Lodge Representatives shall not receive overtime pay to engage in grievance activities provided for herein. The Lodge shall notify the Chief of Police, in writing, of the names of Lodge Representatives and the Grievance Chairperson and Grievance Assistant Chairpersons within twenty-one (21) days of their appointments.

#### **12.10 Time Limits.**

It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. The parties' designated representatives may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties.

In the absence of such mutual extensions of time limits, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full and the City shall immediately implement the requested remedy, unless a mutual extension is not possible due to circumstances beyond the reasonable control of either party. No requested remedy that violates federal, state, or City laws shall be implemented. Where a response is not forthcoming within the specified time limits and the requested remedy would, if allowed to be implemented, cause a change in Division Directives or involve a monetary award of more than \$250, the grievance shall automatically be taken to the next Step of the Procedure. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. Any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. A grievance may be processed through the chain of command whose actions gave rise to the grievance if different than that of the grievant.

#### **12.11 Representatives in Meetings.**

In each Step of the Grievance Procedure outlined in Section 12.5, certain specific representatives shall be given approval to attend the meetings therein prescribed. Either party may bring additional representatives that are necessary to any meeting in the Grievance Procedure. **This does not, however, restrict the Office of Inspector General's or Civilian Review Board members' attendance at grievance meetings.**

#### **12.12 Grievance Forms.**

The City and the Lodge shall jointly develop a Grievance Form. Such Form will be supplied by the Lodge. Copies of the completed Form, including the action taken, will be distributed as provided in Section 12.5. The jointly developed Grievance Form will be made available to the Lodge Representatives.

#### **12.13 Non-Discrimination.**

No member or official of the Lodge shall be removed, disciplined, harassed or discriminated against because the member has filed or pursued a grievance under this Article.

#### **12.14 Definition of "Working Days".**

Working days for purposes of this Article 12 mean scheduled workdays, but do not include scheduled days off, approved leaves, or holidays.

**12.15 Miscellaneous.**

It is also recognized that members within the ranks of Sergeant, Lieutenant, and Commander perform day-to-day supervisory job duties and in such capacity have authority on behalf of the City to both resolve grievances and to interpret and apply the provisions of the Contract. This authority shall at all times be exercised in a manner that is consistent with and in conformity with the provisions of this Contract. If a grievance is resolved by a Sergeant, Lieutenant, or Commander that the City believes is not in conformance with the provisions of this Contract, the City shall notify the Lodge within fourteen (14) days of the Human Resources Director's or designee's receipt of the resolution. In such instance, this settlement shall not be cited by any party as creating a past practice and shall be without precedent or prejudice in any subsequent grievance involving the same issue.

**FOR THE CITY:**



Ronald G. Linville  
Chief Negotiator

7/15/21  
Date

**FOR CAPTIAL CITY LODGE NO. 9:**



Mark Fester  
Chief Negotiator

7/15/21  
Date

## ARTICLE 13 - LABOR RELATIONS COMMITTEE

### **13.1 Philosophy.**

The Administration and the Lodge recognize the responsibility both have to make full use of the knowledge, talent, and commitment of all who are involved in the delivery of police services to the citizens of Columbus. The Administration and the Lodge recognize the benefits of exploration and study of issues that may arise which detract from the ability of the Division to provide the highest standard of service. Toward this end, the Administration and the Lodge agree to maintain an active forum for the exploration of mutual concerns.

The Administration and the Lodge agree that the maintenance of this forum is not a substitute for collective bargaining nor is it a mechanism for modifying the Contract; rather the forum is seen as an adjunct to the collective bargaining process and an aid in implementing the Contract. This forum also shall be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Division's ability to deliver police services in the most efficient manner possible. Although issues which may be or which may become the subjects of grievances may be discussed in this forum, such discussions shall not in any way supplant, replace or interfere with the Grievance Procedure and the orderly and timely processing of grievances thereunder.

### **13.2 Role of Participants.**

Participation in Labor Relations Committee meetings does not imply a change in roles for the participants relative to their duties within the Division or the Lodge. Participants shall continue to have the same responsibilities and obligations as now fall upon them in their current job classification. Police decisions now within the Chief's responsibility shall continue to be made by the Chief of Police. Decisions relative to the conduct of the affairs of the Lodge shall continue to be made by the President of the Lodge. Participation in Labor Relations Committee meetings shall not change formal roles; however, it is the expectation of both parties that the free flow of information and the active discussions of common concerns shall positively influence both the decisions made by any party and the chances for acceptance of those decisions.

### **13.3 Commitments.**

The success of the labor-management cooperative process shall depend upon the strength of the commitment made jointly and independently by the City and the Lodge.

- (A) Jointly, the Administration and the Lodge guarantee that:
  - (1) They shall use the forum for constructive exploration of difficult issues.

- (2) They shall make every effort to develop the meetings into substantive, open, non-emotional explorations of the issues which form the mutually agreed upon agenda for such meetings.
  - (3) They shall recognize their separate viewpoints on and responsibilities for issues, but attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.
- (B) The Administration guarantees:
- (1) It shall work in good faith with the Lodge to reach consensus on the best means of resolving issues.
  - (2) It shall provide the time necessary for the activities growing out of the implementation of this Article and shall participate with the Lodge in the cost of any supplemental services necessary to its operation, in amount and duration mutually agreed upon.
  - (3) For each person assigned to represent either party at the Labor Relations Committee meetings, the Administration shall consider such service to be a part of his/her job duties.
- (C) The Lodge guarantees:
- (1) It shall work in good faith with the City to reach consensus on the best means for resolving issues.
  - (2) It shall provide the time necessary for the activities growing out of implementation of this Article and shall participate with the Administration in the cost of any supplemental services necessary to its operation, in amount and duration mutually agreed upon.
  - (3) It shall take whatever actions are necessary to keep the membership informed about developments in the Labor Relations Committee meetings and decisions made through this process.

#### **13.4 Structure.**

At Labor Relations Committee meetings the City's Labor Relations Manager and/or mutually agreed to designee shall serve as Moderator/Facilitator of the Labor Relations Committee. The Moderator/Facilitator shall not have any vote in the labor relations process. The City's Chairperson shall be the Chief of Police or designee. The City Team shall consist of the Chief of Police, the Human Resources Director or designee, the Public Safety Director or designee, and four (4) additional City representatives chosen by the

Chief of Police. The Lodge's Chairperson shall be the President of the Lodge or designee. The Lodge President shall appoint six (6) other members as Lodge representatives.

The representatives designated pursuant to this Section shall meet within thirty (30) days of Contract ratification to develop the procedures that shall guide the process during the life of this Contract. With the mutual agreement of the parties, a third party neutral may be present to assist the representatives in this and other tasks necessary to carry out the intent of this Article.

### **13.5 Suspension or Modification of Contract.**

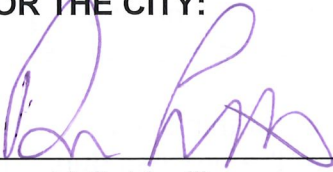
The Labor Relations Committee may vote, for the good of the Division, to suspend or modify any portion(s) of this Contract for the purpose of exploring and experimenting with new approaches to resolving problems within the Division. The vote to suspend or modify must be by affirmative vote of eleven (11) members of the Committee. A negative vote by the Chief of Police or the Lodge President shall prevent any suspension or modification from occurring. The exploration and experimentation shall be for a trial period of no more than six (6) months. Should any agreed to suspension or modification require a change in an economic provision of this Contract, the City agrees to present the suspension or modification to City Council for action with a recommendation of approval. In order to permanently implement a program that has been tried under this Section, the provisions of Section 2.4 must be followed.

### **13.6 Meetings.**

Labor Relations Committee meetings shall be held at least once each month or at other times as mutually agreed. The meeting location shall be determined by each party on an alternate basis. Pursuant to Section 13.4 hereof, the specifics of the procedures which are to guide the labor relations meetings shall be developed by the participants. Agenda items may be drawn from those items identified in the Contract as being proper subjects for labor relations meetings or from any issues confronting the Division which are mutually accepted for discussion. Included among the matters which may be the subject of these discussions are significant changes in operations planned by the City which shall affect members of the Lodge, planned changes in police mission, and concerns of either party relative to the Division of Police. The participants shall provide joint training in the administration of the Contract to Division Supervisors and Lodge Grievance Representatives and others in a position to benefit from such training.

Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda issues.

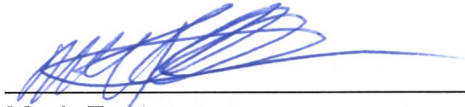
**FOR THE CITY:**



\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator

1/14/21  
\_\_\_\_\_  
Date

**FOR CAPITAL CITY LODGE NO. 9:**



\_\_\_\_\_  
Mark Fester  
Chief Negotiator

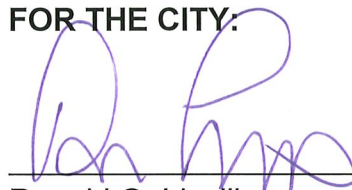
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**ARTICLE 14 - WORK RULES AND DIVISION DIRECTIVES**


**14.1 Rules and Directives.**

The City agrees that work rules and Division Directives shall be reduced to writing and provided to all members (in writing or electronically as determined by the Chief) in advance of their enforcement. Copies will be provided in writing as needed for promotional exams and upon request by any member. Any charge by a member that a work rule or Division Directive is in violation of this Contract, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The City shall provide the Lodge with copies of any revised or new work rules and Division Directives at least seven (7) days in advance of their intended effective dates.

**FOR THE CITY:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
\_\_\_\_\_  
Date 1/14/21

**FOR CAPITAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
\_\_\_\_\_  
Date 1.14.21



**ARTICLE 16 - NO STRIKE, NO LOCKOUT**

**16.1 No Strike.**

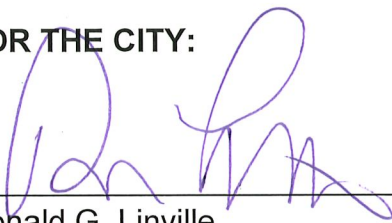
The Lodge recognizes that bargaining unit members are prohibited by State law from striking.

In recognition of this prohibition, the Lodge shall meet any obligation imposed upon it by State law and shall respond to any reasonable request of the City to advise bargaining unit members that they are prohibited by State law from engaging in a strike action as defined in Chapter 4117 of the Ohio Revised Code.

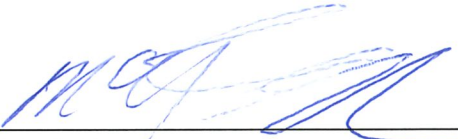
**16.2 No Lockout.**

The City recognizes that it is prohibited by State law from instituting a lockout of bargaining unit members. The City shall meet any obligation imposed upon it by State law as defined in Chapter 4117 of the Ohio Revised Code.

**FOR THE CITY:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
Date 1/14/21

**FOR CAPITAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
Date 1.14.21

## ARTICLE 17 - EMPLOYEE ALCOHOL AND DRUG TESTING

### 17.1 Statement of Policy.

The City and the Lodge recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement for and service to the citizens of the City of Columbus by maintaining a drug and alcohol-free workplace.

### 17.2 Notice of Policy.

All members shall be provided a copy of this Article and all newly hired members will be provided with a copy of it on or about their initial date of hire. No member shall be tested before a copy of this Article is provided to him/her.

### 17.3 Definitions.

- (A) **"Illegal Drugs"** means controlled substances listed in 21 C.F.R. Part 1308, including medical marijuana, that are not being used under the supervision of a licensed health care professional or otherwise in accordance with federal law, except that thirty (30) days after any revisions to the Federal Controlled Substances Act that render the use and/or possession of marijuana lawful, this reference to medical marijuana will no longer apply.
- (B) **"Abuse of Prescription Drugs"** means (i) to intentionally use a prescribed drug contrary to the instructions of the licensed physician who prescribed it or the instructions that accompany the drug in the absence of physician's instructions, (ii) to obtain prescription drugs under false pretenses, or (iii) to obtain multiple prescriptions for the same or similar drug without full disclosure to the prescribing physician.
- (C) **"Misuse of Alcohol"** means to consume ethyl, methyl or isopropyl alcohol in violation of this Article.
- (D) **"Reasonable Suspicion"** means an articulated belief based on particularized information and observations and reasonable inferences from such particularized information and observations which would suggest that a member may be in violation of this policy.
- (E) **"Refuse to Cooperate"** means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, (iii) to fail to provide breath, blood, hair fiber and/or urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

- (F) **"Under the Influence of Alcohol"** means an alcohol concentration of .04 or more.

#### **17.4 Prohibitions.**

Members shall be prohibited from:

- (A) Reporting to work or working under the influence of alcohol;
- (B) Reporting to work or working with an alcohol concentration of .02 to .039, except when in the authorized line of duty or when his/her confirmatory test screen result is lower than his/her initial test screen result. Subject to 17.7(I) below, a member reporting to work with an alcohol concentration of .02 to .039 shall be sent home and must use earned leave (vacation, sick leave or comp time) to account for the missed tour of duty. Members without sufficient leave will be granted leave without pay for the remainder of the tour of duty and not be subject to discipline for such leave;
- (C) Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicles, except when authorized in the line of duty;
- (D) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty;
- (E) Abusing any prescription drug;
- (F) Failing to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications they are taking.

#### **17.5 Drug and Alcohol Testing Permitted.**

- (A) **Reasonable Suspicion.** Where the City has reasonable suspicion to believe that: (a) a member is being affected by the use of alcohol, or consuming or possessing alcohol in violation of this Article (i.e., not in the line of duty); or (b) is abusing prescription drugs; or (c) is possessing (not in the line of duty) or using illegal drugs, the City shall have the right to require the member to submit to alcohol and drug testing as set forth in this Article. Members shall not be subjected to random medical testing involving blood or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this Article 17.

- (B) **Random Testing.** During the workday, all members are subject to random testing for drugs and alcohol as identified on the respective randomly selected lists. The annual number of such random tests shall not exceed 20% of the number of members covered by this Contract as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. The City shall contract with an outside contractor who shall select members for random testing using a scientifically valid method and lists of members supplied by the City each month. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.
- (C) **Pre-Employment Testing.** Nothing in this Contract shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the Lodge has no role or responsibility with regard to any such pre-employment testing.
- (D) **Post-Incident Testing. Any sworn member who discharges their firearm in the course and scope of their duties shall be ordered (unless there are extraordinary circumstances as determined by the Chief of Police or his/her designee) to submit to alcohol and drug testing, as outlined in this Article. Such testing shall not occur when the firearm discharge occurred in the course of training, testing, humane destruction of animals or for legal recreational purposes.**

#### **17.6 Order to Submit to Testing.**

A member's refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this Article shall subject the member to discipline. By taking a test under this Article, however, a member shall not be construed as waiving any objection or rights that he or she may possess. Within seventy-two (72) hours of the time the member is ordered to submit to reasonable suspicion testing, the City shall provide the member with a written notice setting forth the information and observations which form the basis of the order to test.

#### **17.7 Test to be Conducted.**

In conducting the testing authorized by this Contract, the City shall comply with the following:

- (A) The vendor selected to perform drug tests shall be federally certified to do drug testing and shall be mutually agreed to by the Lodge and City. Personnel employed by the lab shall be certified as required by federal certification requirements. The facility **vendor** collecting and testing breath specimens shall hold all legally necessary licenses.

- (B) Collection of samples shall be conducted in a manner which is consistent with HHS guidelines. Strict chain of custody procedures which are consistent with the United States Department of Health and Human Services (HHS) guidelines must be followed for all samples. The Lodge and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose.
- (C) Urine specimens shall be collected in private, except in the circumstances described in ~~49 C.F.R. §40.25(e)(2)(i, ii, iii)~~ **49 C.F.R Part 40 §40.67**, as follows:

Privacy. (1) Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in this paragraph.

(2) For purposes of this part, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:

- (i) The employee has presented a urine specimen that falls outside the normal temperature range (32°-38°C/90° - 100° F), and
  - (a) The employee declines to provide a measurement of oral body temperature, as provided in paragraph (f)(14) of the part; or
  - (b) Oral body temperature varies by more than 1° C/1.8° F from the temperature of the specimen;
- (ii) The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
- (iii) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.)."

- (D) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- (E) Members have the right for a Lodge representative to be present during the collection of samples (and any pre-collection interviews of members intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. Prior to going to the collection site, the Lodge Representative shall notify the Drug and Alcohol Coordinator at his/her office or by cell phone. For alcohol tests, "unreasonable delay" means one (1) hour or more; for drug tests, "unreasonable delay" means two (2) hours. Prior to submitting a specimen, the member will be asked to sign a consent-refusal form and will not be subject to discipline for refusing to sign such a form unless such refusal would preclude the completion of the testing process; provided, a member's refusal to consent is not a waiver of any objection to the test the member would otherwise have.

The Lodge may indicate to the City's Drug and Alcohol Coordinator at the beginning of any month that it would like to observe random tests. Once notified, the City will give the Lodge at least one (1) hour notice prior to the commencement of any random tests conducted that month. The Lodge may have one of its full-time release members attend the tests as scheduled provided there is no interference with such tests. Additionally, the City will provide the Lodge with any invoices for testing upon written request by the Lodge to the City's Drug and Alcohol Coordinator.

- (F) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by confirmatory testing approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) and/or certified laboratory standards ~~testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS).~~ All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months or (provided written notice is given the lab by the City or Lodge, before the expiration of the 12-month period), for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- (G) The City will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility that is an HHS certified facility of the member's choosing, at the member's own expense, providing the member notifies the Medical Review Officer within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing

procedure, including chain of custody, meets or exceeds the standards established in this Contract.

- (H) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the Medical Review Officer in a manner to ensure that a member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in a member that equals or exceeds the levels set forth in Section 17.8 below.

The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein, the City shall return such information without copying and will not use such information in any manner or form adverse to the member's interests.

- (I) With regard to alcohol testing, tests shall be performed by an individual(s) selected by the City and Lodge and certified under Federal standards. If initial screen results are below .02 grams per 210L, testing shall be discontinued, all samples destroyed and records of the testing removed from the member's personnel file. An initial alcohol level of .02 grams per 210L of breath or above shall authorize the conduct of the confirming alcohol test. Only members with screen test results that are .02 grams per 210L or above on the initial screen shall be subject to confirmation testing for alcohol.

With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210L of breath. If confirmatory breath testing results are below .02 grams per 210L, all records of the testing shall be removed from the member's personnel file. Members with initial test screen results that fall between .02 and .039 grams per 210L of breath, and who have a lower confirmatory test screen result than their initial test screen result, shall not be sent home or required to use earned leave pursuant to Article 17.4(B); and all records of the testing shall be removed from the member's personnel file.

- (J) Provide each member tested with a copy of all information and reports received by the City in connection with the testing and the results upon request.

- (K) Ensure that no member is the subject of any adverse employment action because of the test except emergency temporary assignments or relief of duty with pay during the pendency of any testing procedure.

#### **17.8 Drug Testing Standards (HHS Standards).**

- (A) **Screening Test Standards.** The standards used for testing for drugs shall be the HHS standards in effect at the time the test is administered, including testing for Ecstasy.
- (B) **Medical Review Officer ("MRO").** The Medical Review Officer (MRO) shall be an employee of the vendor selected through the process as outlined in Section 17.7(A) of this Contract, to provide the collection and analysis of drug testing samples. The MRO must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRO will be to review and interpret positive drug test results and endeavor to notify the member by telephone or in person of any positive test results. He/she shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected member, review of the member's medical history, review of the member's assignment, review of the chain of custody and review of any other relevant biomedical factors. The MRO must review all medical records made available by the testing member when a confirmed positive test could have resulted from legally prescribed medication. A member shall be expected to cooperate promptly with the MRO. After full review, the MRO may conclude that a positive test is negative based upon the existence of alternative reasons for the level of concentration of drugs and/or alcohol. If such conclusion is made, the MRO shall not provide any test results to the City and shall report the test results as negative. The MRO may verify a test as positive without interviewing the affected member if more than five (5) business days elapse after the MRO first attempts to telephone the member. The MRO will protect the confidentiality of information sent to him/her to the maximum extent of the law, and will make disclosures only to the member regarding the member's own test results, and will make disclosure only of positive test results to authorized representatives of the Lodge and City except that the MRO, in tests administered for reasonable suspicion, shall inform the employee of any prescription drugs the employee may have taken that would contribute toward the appearance of impairment and advise the employee to notify his/her supervisor of the use of such prescription drugs.

#### **17.9 Disciplinary Action.**

The City will not discharge a member who tests positive a first time (unless the member tests positive for use of a controlled substance, the use or possession of which in any



amount would constitute a felony), provided the member fulfills the obligations set forth in (A) through (F) below. A member who tests positive for the first time for alcohol at a level in the range of .04 to .07 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A member who tests positive for alcohol at a level in the range of .04 to .07 for a second time or who tests positive the first time for alcohol above this range or who tests positive for any other prohibited substance for the first time and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be suspended. The length of such suspension shall be determined on a case-by-case basis, but shall not exceed twenty-four (24) duty hours. This limitation on discipline shall not limit the City in imposing discipline up to and including termination, for gross misconduct that may be coincident with a member's improper drug or alcohol use. A member who tests positive the first time (or a second time for alcohol in the range of .04 to .07) must do the following in order to take advantage of the foregoing limitations on discipline:

- (A) Cooperate in an evaluation for chemical dependency by an individual qualified under ~~49 C.F.R. Part 382~~ to be a Substance Abuse Professional a Licensed Chemical Dependency Counselor (LCDC) and provide the City EAP Staff with a copy of the evaluation;
- (B) Successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the Substance Abuse Professional Licensed Chemical Dependency Counselor (LCDC);
- (C) Discontinue (and not resume) the use of illegal drugs, and misuse of alcohol;
- (D) Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the member, to disclose to the personnel specified in Section 17.13, the member's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the member performing job duties or returning to active duty;
- (E) Agree to a return to duty test (which must be negative before the member will be released to return to his/her regular assignment) and submit to follow-up testing, at times determined by the City, up to seven (7) times in a twenty-four (24) month period for violations involving illegal drugs and up to three (3) times in a twelve (12) month period for violations involving alcohol (said 24- or 12-month periods beginning after the member's completion of counseling, treatment and/or aftercare); and
- (F) Agree that during or after this follow-up testing period in (E) above, if the member tests positive again or otherwise violates this Article, the member may properly be terminated.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

Members who test positive more than once may be discharged (except for a second positive test for alcohol in the range of .04 to .07, where the maximum discipline is a suspension as provided above). Members who refuse to cooperate in a permitted test may be discharged.

#### **17.10 Right of Appeal.**

The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this Contract is grievable. Any evidence concerning test results that is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the member.

#### **17.11 Voluntary Request for Assistance.**

A member may voluntarily enter rehabilitation without a requirement of prior testing. A member who desires Employee Assistance Program (EAP) assistance may notify the City's EAP Administrator. A member who seeks voluntary assistance through his/her own service provider without notifying the City's EAP Administrator will not receive the protections from discipline afforded by this Section 17.11. Any member who does voluntarily seek assistance and who notifies the City's EAP Administrator before the member is asked to submit to a drug or alcohol test or is under investigation for drug or alcohol abuse, shall not be disciplined, but the member must:

- (A) Agree to cooperate in and successfully complete appropriate treatment as determined by the ~~Substance Abuse Professional(s)~~ **Licensed Chemical Dependency Counselor(s)** or physician(s) involved;
- (B) Discontinue use of illegal drugs, or misuse of alcohol;
- (C) Agree to authorize persons involved in counseling, diagnosing and treating the member to disclose to the City's EAP as specified in Section 17.13, the member's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the member's continued performance of his/her job duties;
- (D) Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
- (E) Agree to submit to random testing during treatment and up to three (3) times during the twelve (12) month period following the completion of counseling, treatment and/or after-care.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

**17.12 Treatment/Rehabilitation Costs.**

Treatment and rehabilitation costs arising out of the member's use of such services shall be paid for by the member's insurance program, subject to any deductible, co-payment and policy limits under the member's insurance program. Members will be allowed to use their accrued and earned leave (vacation, sick leave, or comp time) or take an unpaid leave of absence for the necessary time off involved in a rehabilitation program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

**17.13 Employee Assistance Program.**

The City shall provide an Employee Assistance Program (EAP). Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this Article 17. The EAP Administrator and EAP staff assigned to a member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law, except for oral notice to the City's Drug and Alcohol Coordinator, the Police Chief or designee and the Director of the Department of Public Safety or designee to the extent required to assure the safety of the member and public and to apprise the Department of Public Safety and Division of Police of the member's non-compliance with the requirements of Section 17.11(A)-(D). All such information shall also be available to the Lodge officer(s) to whom disclosure is specifically authorized if the member authorizes such disclosure, in writing. Such information shall also be available to the City in connection with a disciplinary matter arising out of a positive test result or discipline for failure to fulfill obligations under Section 17.11. A member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance (except for failure to fulfill obligations under Section 17.11 of this Contract).

**17.14 Duty Assignment After Treatment.**

Once a member successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment, provided (1) the member is then in compliance with Section 17.9 or 17.11, whichever applies, and (2) a member may not be returned to an assignment within five (5) years which poses an unusually high risk of exposure to a controlled substance or alcohol for which they have been treated (e.g., vice, narcotics).

**17.15 Records Retention and Use.**

Records of a positive drug or alcohol test or refusal to submit to such test as provided in this Article 17 shall be maintained for a period of six (6) years from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program

requirements referenced in Section 17.9. At the conclusion of this six (6) year period or any extension of such six (6) year period caused by a subsequent positive test, refusal to submit to a test, or failure to comply with rehabilitation program requirements, all records of positive test or refusal to submit to such test shall be removed from City files. All such records shall not be utilized for any purpose after four (4) years from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test, refusal to submit to a test or failure to comply with rehabilitation program requirements referenced in Section 17.9.

**17.16 Changes in Testing Procedures.**


The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedure that provide more accurate testing. In that event, the parties will discuss and agree to any such improvements in the Labor Relations Process. If the parties are unable to agree, the procedure shall remain unchanged.


**17.17 Conflict with Other Laws.**

This Article is in no way intended to supersede or waive any constitutional rights that the member may be entitled to under the Federal or State constitutions. Any action taken pursuant to this Article 17, including any positive test results, shall not be used as evidence or otherwise in any criminal proceeding against the member.

**FOR THE CITY:**

**FOR CAPTIAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
7/15/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
7/15/21  
\_\_\_\_\_  
Date

**ARTICLE 20 – WAGES**

**20.1 Wages.**

The following pay ranges and hourly rates are hereby established as the "Police Pay Plan" and are to be applied to the positions set forth below:

(A) ~~Effective with the payperiod that includes December 9, 2017 (3.0%)~~

Class Title	Pay Period	A	B	C	D	E
Police Officer	Hourly	26.74	28.02	29.44	35.15	40.89
	Bi-Weekly	2,136.80	2,241.60	2,355.20	2,812.00	3,271.20
	Annual	55,556.80	58,281.60	61,235.20	73,112.00	85,051.20
Police Sergeant	Hourly					48.25
	Bi-Weekly					3,860.00
	Annual					100,360.00
Police Lieut	Hourly					56.94
	Bi-Weekly					4,555.20
	Annual					118,435.20
Police Comm	Hourly					67.19
	Bi-Weekly					5,375.20
	Annual					139,755.20

(B) ~~Effective with the payperiod that includes December 9, 2018 (3.0%)~~

Class Title	Pay Period	A	B	C	D	E
Police Officer	Hourly	27.51	28.86	30.32	36.20	42.12
	Bi-Weekly	2,200.80	2,308.80	2,425.60	2,896.00	3,369.60
	Annual	57,220.80	60,028.80	63,065.60	75,296.00	87,609.60
Police Sergeant	Hourly					49.70
	Bi-Weekly					3,976.00
	Annual					103,376.00
Police Lieut	Hourly					58.65
	Bi-Weekly					4,692.00
	Annual					121,992.00
Police Comm	Hourly					69.21
	Bi-Weekly					5,536.80
	Annual					143,956.80

(C) ~~Effective with the payperiod that includes December 9, 2019 (3.0%)~~

Class Title	Pay Period	A	B	C	D	E	F	
Police Officer	Hourly	28.34	29.73	31.23	37.29	43.38	44.68	
	Bi-Weekly	2,267.20	2,378.40	2,498.40	2,983.20	3,470.40	3,574.40	
	Annual	58,947.20	61,838.40	64,958.40	77,563.20	90,230.40	92,934.40	
Police Sergeant	Hourly						52.72	
	Bi-Weekly						4,217.60	
	Annual						109,657.60	
Police Lieut	Hourly						62.21	60.63
	Bi-Weekly						4,976.80	4,850.40
	Annual						129,396.80	126,110.40
Police Comm	Hourly						73.41	69.72
	Bi-Weekly						5,872.80	5,577.60
	Annual						152,692.80	145,017.60

**Promoted  
on/after  
1/1/2020**

## 20.2 Member's Contribution to Pension Fund.

(A) ~~That portion of the member contribution to the Fund of one and one-half percent (1.5%) of the member's earned compensation shall be picked up (assumed and paid) on behalf of the member and, in lieu of payment by the member, by the City of Columbus. Any remaining portion of the member contribution which might exist shall continue to be paid by the member, using the determined method of pension contribution.~~

~~Effective as soon as practicable following the acceptance of this collective bargaining agreement by City Council, but no earlier than December 9, 2018, that portion of the member contribution to the Fund of one and one-quarter percent (1.25%) of the member's earned compensation shall be picked up (assumed and paid) on behalf of the member and, in lieu of payment by the member, by the City of Columbus. Any remaining portion of the member contribution which might exist shall continue to be paid by the member, using the determined method of pension contribution.~~

~~Effective the pay period including December 9, 2019, Prior to the acceptance of this Contract by City Council and the implementation of~~

**Section 20.2 (F)**, that portion of the member contribution to the Fund of three quarters of one percent (0.75%) of the member's earned compensation shall be picked up (assumed and paid) on behalf of the member and, in lieu of payment by the member, by the City of Columbus. Any remaining portion of the member contribution which might exist shall continue to be paid by the member, using the determined method of pension contribution.

- (B) The provisions of this Section shall apply uniformly to all members and no member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the Fund, report that each member's contribution has been made as provided by statute.
- (C) Both parties hereby declare that the sum paid hereunder by the City on behalf of the member (i.e., ~~1.5%~~, ~~1.25%~~, .75% of the member's earned compensation) is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the member's earnings, or basis of the member's contribution to the Fund, the amount paid by the City on behalf of the member as a portion of the member's statutory obligation, is intended to be and shall be considered as having been paid by the member in fulfillment of the member's statutory obligation.
- (D) For purposes of this Section 20.2, the term "earned compensation" shall mean any and all monies paid to a member by the City of Columbus, for which there is a pension contribution under or pursuant to any provision of this Contract. However, it shall not include monies paid as and for uniform allowance as provided in this Contract.
- (E) The provisions of this Section 20.2 shall not apply to any employee hired (initial day of employment) by the City on or after January 1, 2013, or as soon as practical thereafter; and such employee will be responsible for paying the full employee contribution to the Fund. This contribution is a salary reduction employer pick-up and is tax deferred.
- (F) **Effective as soon as practicable following the acceptance of this Contract by City Council, Section 20.2 (A) through (E) shall no longer apply and all members will be responsible for paying the full employee contribution to the Fund. This contribution is a salary reduction employer pick-up and is tax deferred.**

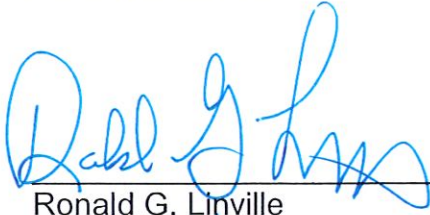


**20.3 Application of Hourly Rates.**

The hourly rates set forth under this Article are based on a forty (40) hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate rank and step.

**FOR THE CITY:**

**FOR CAPTIAL CITY LODGE NO. 9:**



\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator

7/15/21  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Mark Fester  
Chief Negotiator

7/15/21  
\_\_\_\_\_  
Date

FOP/City of Columbus Negotiations 2021  
Tentative Agreement – Wage Tables  
7.13.21

Effective with the payperiod that includes December 9, 2020 - (+\$1,350 A-C adjustment, +\$2,350 D-F adjustment, 2.5%)

Class Title	Pay Period	A	B	C	D	E	F
Police Officer	Hourly	29.71	31.14	32.68	39.38	45.62	46.96
	Bi-Weekly	2,376.80	2,491.20	2,614.40	3,150.40	3,649.60	3,756.80
	Annual	61,804.63	64,768.11	67,966.11	81,911.03	94,894.91	97,666.51
Police Sergeant	Hourly						55.41
	Bi-Weekly						4,432.80
	Annual						115,246.48
Police Lieut	Hourly						65.38
	Bi-Weekly						5,230.40
	Annual						135,990.85
Police Comm	Hourly						77.15
	Bi-Weekly						6,172.00
	Annual						160,469.20

Effective with the payperiod that includes December 9, 2021 – (+\$1,350 A-C adjustment, +\$1,850 D-F adjustment, 3.0%)

Class Title	Pay Period	A	B	C	D	E	F
Police Officer	Hourly	31.27	32.74	34.32	41.48	47.91	49.28
	Bi-Weekly	2,501.60	2,619.20	2,745.60	3,318.40	3,832.80	3,942.40
	Annual	65,049.27	68,101.65	71,395.59	86,273.86	99,647.26	102,502.01
Police Sergeant	Hourly						58.15
	Bi-Weekly						4,652.00
	Annual						120,952.37
Police Lieut	Hourly						68.62
	Bi-Weekly						5,489.60
	Annual						142,723.80
Police Comm	Hourly						80.97
	Bi-Weekly						6,477.60
	Annual						168,414.08

Effective with the payperiod that includes December 9, 2022 – (3.5%)

Class Title	Pay Period	A	B	C	D	E	F
Police Officer	Hourly	32.37	33.89	35.53	42.93	49.58	51.00
	Bi-Weekly	2,589.60	2,711.20	2,842.40	3,434.40	3,966.40	4,080.00
	Annual	67,325.99	70,485.21	73,894.44	89,293.45	103,134.91	106,089.58
Police Sergeant	Hourly						60.19
	Bi-Weekly						4,815.20
	Annual						125,185.70
Police Lieut	Hourly						71.02
	Bi-Weekly						5,681.60
	Annual						147,719.13
Police Comm	Hourly						83.80
	Bi-Weekly						6,704.00
	Annual						174,308.57

The earnings for Lieutenants & Commanders promoted on/after 1/1/20 are as follows:

Year		Lieutenant	Commander
2020	Hourly	63.72	73.28
	Bi-Weekly	5,097.60	5,862.40
	Annual	132,533.45	152,413.47
2021	Hourly	66.87	76.90
	Bi-Weekly	5,349.60	6,152.00
	Annual	139,095.23	159,959.51
2022	Hourly	69.21	79.60
	Bi-Weekly	5,536.80	6,368.00
	Annual	143,963.56	165,558.09

**FOR THE CITY:**

Ronald G. Linville  
Chief Negotiator

Date 7/15/21

**FOR CAPITAL CITY LODGE NO. 9:**

Mark Fester  
Chief Negotiator

Date 7/15/21

**ARTICLE 21 - PAY PLAN ADMINISTRATION**

**21.1 The Plan.**

The six steps of "A," "B," "C," "D," "E", and "F" shall be interpreted and applied as set forth in the following paragraphs. For purposes of this Section, continuous service is defined to be the length of service as a police officer uninterrupted by a separation from City employment; provided, however, time in unpaid status, except for FMLA leave, shall be deducted from length of service.

- (A) The "A" Step shall be the minimum rate and shall be the hiring rate for Police Officers.
- (B) A Police Officer becomes eligible and shall be advanced by the Public Safety Director to the "B" Step on the ~~first day of the payperiod that includes~~ the date of his/her anniversary of one (1) year of continuous service.
- (C) A Police Officer becomes eligible and shall be advanced by the Public Safety Director to the "C" Step on the ~~first day of the payperiod that includes~~ the date of his/her anniversary of two (2) years of continuous service.
- (D) A Police Officer becomes eligible and shall be advanced by the Public Safety Director to the "D" Step on the ~~first day of the payperiod that includes~~ the date of his/her anniversary of three (3) years of continuous service.
- (E) A Police Officer becomes eligible and shall be advanced by the Public Safety Director to the "E" Step on the ~~first day of the payperiod that includes~~ the date of his/her anniversary of four (4) years of continuous service.
- (F) ~~Effective with the payperiod that includes December 9, 2019, a~~ **A** Police Officer becomes eligible and shall be advanced by the Public Safety Director to the "F" Step on the ~~first day of the payperiod that includes~~ the date of his/her anniversary of nine (9) years or more of continuous service.
- (G) A Sergeant shall be paid at the rate established for Sergeant.
- (H) A Lieutenant shall be paid at the applicable rate established for Lieutenant.
- (I) A Commander shall be paid at the applicable rate established for Commander.
- (J) For Police Officers, time off without pay shall delay salary step increases for the number of eight (8) hour workdays involved; the effective date thus

established shall be the date to be used in computing service for future step increases.

- (K) Wage rates shall be paid bi-weekly **no later than 11:00 a.m., unless circumstances beyond Police Division control make it impossible to do so,** on the Thursday following the completion of a bi-weekly payperiod. ~~Paychecks shall be released by the Business Office no later than 11:00 a.m., unless circumstances beyond Police Division control make it impossible to do so.~~
- (L) References in this Contract to the "A" Step for the Police Officer rank are provided only for reference and are not to be viewed as indicative that the Lodge plays any role in the hiring or recruiting of Police Officers.
- (M) Members who are promoted to the rank of Sergeant from an eligibility list developed from any Sergeants promotional examination administered after January 1, 1997 shall receive a lump sum payment within thirty (30) days of promotion in the amount of four thousand dollars (\$4,000) (less applicable withholding).

### **21.2 Working Out of Rank Pay.**

If a member is required to perform the duties of a higher rank for eight (8) or more consecutive hours, the member shall be paid at the wage rate of that higher rank for all hours during which he/she performs such duties.

If a member is required to perform the duties of the next higher rank as a result of a vacancy in that rank, and if he/she continues to perform such duties continuously and is subsequently promoted without interruption (i.e., without first being returned to an assignment in his/her former rank), then the member's seniority date for the new rank shall be the date of his/her out-of-rank assignment which immediately preceded his/her promotion.

### **21.3 Specific Personnel Actions.**

The rate of pay for members affected by the personnel actions listed below shall be as follows:

- (A) **Reduction in Pay or Rank.** When a member is demoted for disciplinary reasons, the member shall be paid at the top step in the lower rank. When a member in the rank of Police Officer is reduced in pay for disciplinary reasons, the member shall be paid at the next lower step in the rank, and the reduction in pay shall continue only for that time period necessary for the member to complete the member's step advancement to the step the member previously held.

**(B) Demotion-Voluntary or Physical Disability.**


- (1) When a member requests and is granted a voluntary demotion, the member's rate of pay shall be at the maximum step for the position in the lower rank.
- (2) When a member is given a demotion by reason of a service-connected physical disability, the member's rate of pay shall be at the maximum step in the lower rank.
- (3) When a member is laid off due to lack of funds or lack of work in one rank and is entitled to automatic displacement to a lower rank, the member's rate of pay shall be established as provided in (B)(1) above.
- (4) When a member is demoted because of physical disability, the member's rate of pay shall be established in the manner prescribed in (1) or (2) above, whichever is applicable.

**(C) Reappointment.** When a member is reappointed to a position in a rank the member previously held, the member's rate of pay shall be the Step immediately below the Step at which the member was paid at the time of separation, (or at the Step at which the member was paid at the time of separation in the case of Sergeant and above) unless he/she is required to complete the recruit training program. A member in the training academy will be paid the same rate as a Step A Police Officer. Upon graduation from the Academy, the member will be reappointed to a position in the rank previously held and the rate of pay shall be the Step immediately below the Step at which the member was paid at the time of separation. The member must meet the continuous service requirements for that Step before being advanced to the next Step in his/her rank; prior service in that Step will not be credited for this purpose.


**(D) Reemployment.** When a member is reemployed, the member's rate of pay shall be the Step in the rank immediately below the Step at which the member was paid at the time of separation (or at the Step at which the member was paid at the time of separation in the case of Sergeant and above) provided that the reemployment is not the result of an order from the Ohio Police and Fire Pension Fund. In such case, the member's rate of pay shall be as required by the reinstatement provisions of the Police and Fire Pension Fund. The member must meet the continuous service requirements for that Step before being advanced to the next Step in his/her rank; prior service in that Step will not be credited for this purpose.

(E) **Return from Military Leave.** When a member returns from military leave, the member shall be restored in the former position at the Step which corresponds to the Step the member received at the time of departure and, in addition, shall be granted any Step advancements to which the member would have been entitled had the member not entered the military service.

FOR THE CITY:

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
7/15/21  
\_\_\_\_\_  
Date

FOR CAPTIAL CITY LODGE NO. 9:

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
7/15/21  
\_\_\_\_\_  
Date

**ARTICLE 22 - HOURS OF WORK AND OVERTIME**

**22.1 Definitions.**

- (A) The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off or four (4) consecutive ten (10) hour workdays and three (3) consecutive days off. The wage ranges prescribed in the pay plan for the respective ranks are based upon a workweek of forty (40) hours and a workyear of two thousand eighty (2,080) hours.
- (B) For purposes of this Article 22, the term "workday" means a regularly scheduled work time assigned in any twenty-four (24) hour period beginning at 6:00 a.m., except for the 11:00 p.m. to 7:00 a.m. shift which workday will begin at 7:00 a.m.
- (C) With respect to time worked during a daylight savings time change, any regular shift worked during such period will be treated as an eight (8)/ten (10) hour shift, regardless of whether seven (7) or nine (9)/nine (9) or eleven (11) hours are worked. If the time worked during the change is overtime work, then the member will receive payment for the actual number of overtime hours worked.
- (D) Members working a four (4)-ten (10) hour workweek may be required to convert to a five (5)-day, eight (8) hour day workweek for special assignments such as outside schools, in-service training of forty (40) hours in a week, etc.

**22.2 Overtime Policy.**

It shall be the policy of the City to avoid overtime work except when absolutely necessary and on the advance authorization of the appropriate supervisor, except that in an emergency such authorization may be granted subsequently.

**22.3 Overtime.**

- (A) Police Officers, Sergeants and Lieutenants shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of eight (8) in any day or forty (40) in any workweek shall be compensated for at a rate of time and one-half. Double the straight-time rate will be paid to members for time worked on their second consecutive regular day off provided the member has accumulated forty (40) straight-time hours in paid status in the workweek. Commanders may, at



the discretion of the Chief of Police, receive premium pay at the rate of one and one-half (1½) times the Commander's hourly rate or compensatory time off for overtime worked under this Paragraph (A).

- (B) Members working a ten (10) hour shift shall be compensated at straight-time rates for all hours in paid status, except that all hours in paid status in excess of ten (10) in any day or forty (40) in any workweek shall be compensated for at a rate of time and one-half (1½). Double the straight-time rate will be paid for time worked on the third consecutive regular day off provided the member has accumulated forty (40) straight-time hours in paid status in the workweek.
- (C) When a member voluntarily agrees to work an overtime assignment, and that overtime assignment abuts the beginning of his/her regular shift, the member will be paid for hours worked at a rate of time and one-half (1½) his/her regular hourly rate or double time for working on his/her second or third consecutive day off for a four (4) ten (10) hour shift.
- (D) Payment shall be made for any overtime due at the time of separation from the City service.

#### **22.4 Deviation Pay.**

- (A) Any deviation from a member's workdays or hours of a day as found on the Division's time sheets shall require the Division to pay any member so assigned at time and one-half (1½) for every hour of deviation on a workday or for work required on the member's first regularly scheduled day off and double time for work required on the member's second regularly scheduled day off except as follows: 1) deviations from workdays or hours of a day as a result of DAG-wide training needs, the sergeant candidates basic training course, and/or the basic detective training course with twenty-one (21) days prior notice; 2) as a result of a member's request; 3) as a result of changing shifts where there is a continuous twenty-four (24) hour-per-day operation and/or a continuous seven (7) day per week operation; and 4) when a member is on restricted duty and is reassigned to another shift due to work availability. Further, premium rates do not apply when a member's work hours are deviated from by two (2) hours or less.
- (B) The parties agree to combine deviation pay and overtime only for Red, White & Boom, OSU/Michigan football game, African-American Heritage Festival, and Latino Festival. [Example: If a member works a twelve (12) hour shift (12:00 p.m. to 12:00 a.m.) (and his/her regular shift is 3:00 p.m. to 11:00 p.m.), he/she is paid deviation for 12:00 p.m. to 3:00 p.m.; straight time 3:00 p.m. to 8:00 p.m.; and overtime 8:00 p.m. to 12:00 a.m.]

- (C) With the exception of paragraph (B) herein, if the Division intends for the member to work his/her regular shift, and the member is called in or works overtime prior to the start of the regular shift, deviation will not apply unless prior notice is given as outlined in paragraph (D) herein. [Example: If a member is called in or works an overtime assignment other than his/her regular shift, his/her work hours will not be deviated to include the call-in or overtime assignment as a regular course of business. However, if a member has an appointment/meeting scheduled at a time outside his/her regular shift, the supervisor may deviate his/her regular tour of duty with prior notice (see paragraph (D) below)]:
- (D) Deviation will only be instituted at the order of a supervisor with prior notice by the end of the previous regular shift or twenty-four (24) hours prior notice whichever is less (see paragraph (C) preceding).
- (E) Any decisions to deviate hours should be based on a balance of the legitimate needs of the Division and the impact on the member's life.

#### **22.5 Overtime Scheduling.**

- (A) It is the intent of the City, consistent with efficient and effective operation of the Division of Police, to distribute in an equitable manner, all pre-scheduled overtime among all members. Recognition will be given to the qualifications of the members and the requirements placed on the City by any third party funding sources. Any complaints by members that pre-scheduled overtime is not being equitably distributed among all qualified members as described above may be brought by the Lodge directly to the Chief's attention at Step 3 of the Grievance Procedure and shall also be a proper subject for discussion in a Labor Relations Committee meeting. Inability to work a prescheduled overtime assignment due to illness or death in the family or injury will not require the member to charge such absence against sick leave or injury leave.
- (B) Any member who works a variable hour assignment shall have at least an eight (8) hour period of non-duty time between tours of duty. If a member is ordered to report and does report in less than an eight (8) hour period, the member will receive a minimum of four (4) hours of call-in pay at the appropriate rate of pay.

#### **22.6 Special Duty.**

- (A) **Special Duty Scheduling.** The extra duty (Special Duty) office will select all members for special duty work from a list containing the names of members volunteering for such work. Reasonable effort should be made to evenly distribute hours of work insofar as practical among the volunteer

members. If an officer refuses special duty work for any reason when duty hours or days off show the officer to be available, the member will be charged for the hours refused as if worked.

**(B) Special Duty Rate.** The special duty rate shall be:

- (1) Police Officer: Twenty percent (20%) over the top hourly rate for Police Officer
- (2) Sergeant: Twenty percent (20%) over the top hourly rate for Sergeant when acting as a supervisor on special duty (otherwise twenty percent (20%) over the "EF" Step hourly rate for Police Officer)
- (3) Lieutenant: Twenty percent (20%) over the top hourly rate for Lieutenant when acting as a supervisor on special duty (otherwise twenty percent (20%) over the "EF" Step hourly rate for Police Officer)
- (4) Commander: Twenty percent (20%) over the top hourly rate for Commander
- (5) This amount shall be rounded to the next highest one-half (1/2) dollar. The Division of Police shall notify all members who work special duty each time the special duty rate changes.

**(C) Hours Worked.** Officers shall not perform more than ~~three~~ two hundred eighty ~~twenty~~ (~~320~~280) hours of actual work during any two consecutive bi-weekly pay periods. This ~~three~~ two hundred eighty ~~twenty~~ (~~320~~280) hour cap shall include only actual straight-time duty hours for the Division of Police and special duty work; it shall not include overtime work for the Division of Police.

**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 (1/2) hour from the time the member reports off or on duty.

**Remote in Pay.** When a member is required to remote in to perform work on behalf of the Division between the hours of 6:00 a.m. and 10:00 p.m., the member shall be paid or credited two (2) hours at the straight-time hourly rate. If multiple calls are made within that two (2) hour period, only one two (2) hour payment will be made.

When a member is required to remote in to perform work on behalf of the Division between the hours of 10:00 p.m. and 6:00 a.m., the member shall be paid or credited four (4) hours at one and one-half (1-1/2) times the member's regular hourly rate of pay. If multiple calls are made within that four (4) hour period, only one four (4) hour payment will be made.

**(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).
- (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.
- (4) The following provisions shall apply to members scheduled to appear in court other than during 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)(4)(a), the member shall be paid or credited with two (2) hours at the member's straight-time rate.
- (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 (½) hour blocks. Members clocked in for court up to and including one-half (½) hour will be credited compensatory time and paid straight time for one-half (½) hour. Any part of additional half hours will be credited and paid to the next higher one-half (½) 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)(4) 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.

#### **22.8 Election of Cash Payments.**

All overtime earned shall be compensated for by time-off or payment. A member may, at his/her option, receive either cash payment or compensatory time for time worked on a premium basis; however, certain specified overtime assignments funded by outside sources must be cash payments. A member may direct that any overtime worked in a given payperiod be compensated by payment, provided that such direction is given during the pay period in which the overtime is authorized and earned.

Payment shall be made for any accumulation beyond forty (40) compensatory time hours unless a member chooses to accumulate zero (0) compensatory time hours, eighty (80) compensatory time hours, one hundred twenty (120) compensatory time hours or one hundred sixty (160) compensatory time hours prior to payment. Such selection must be made prior to the start of a fiscal year.

**Any member may elect, during September of each year, a cash payment up to one hundred sixty (160) hours from their compensatory time bank to be paid in October. Members shall elect cash payments in increments of 25%, 50%, 75% or 100% of their compensatory time bank, up to them maximum of one hundred and sixty (160) hours. Such election shall not preclude the selection of compensatory time accumulation set forth above.**

#### **22.9 Compensatory Time.**

Compensatory time off may be granted to eligible members in lieu of salary or wages for authorized overtime worked. Such compensatory time off shall equal the number of hours required for any such member to work at the member's regular hourly rate to earn the overtime monetary compensation to which the member is otherwise entitled under this

Article. Compensatory time can be taken in one-tenth (1/10) of an hour increments, but cannot be taken in the same payperiod in which it was earned.

- (A) A member who separates from City service, and who has unused compensatory time to the member's credit, shall be paid such accrued compensatory time.
- (B) When a member dies while in paid status, any unused compensatory time in addition to vacation leave pay to the member's credit, shall be paid to the surviving spouse, or secondarily, to the estate of the deceased member.

**22.10 Substitute Time.**

Members shall be permitted to work in place of personnel of the same rank who are assigned to the same designated assignment group (DAG) or any other assignments approved by the Chief of Police.

- (A) Members requesting time off by a substitution of time are responsible for ensuring that a member from the same DAG, or the same unit if no DAG exists, works the responsible member's duty hours.
- (B) Should a member be unable to fulfill an obligation, the member agreeing to work the substitution of time shall be required to work, make arrangements for another appropriate substitute to work the time, or when approved, have the appropriate number of hours equal to the amount of substitute time deducted from his/her accumulated leave (excluding Personal Emergency Leave); if he/she fails to either work the substitution of time or find another appropriate member to do so, he/she shall be charged the appropriate number of hours equal to the amount of substitute time from his/her accumulated leave (excluding sick leave) and may be subject to discipline.
- (C) Members are not permitted to substitute time when scheduled for in-service training, firearms training, or other Division activity.
- (D) Members are not permitted to work more than sixteen (16) consecutive hours as a result of a substitution of time.
- (E) Shift differential will not be affected by a substitution of time.
- (F) If a member working as a substitute must attend court during those hours, court overtime will not be paid.
- (G) Overtime will not be paid as a result of a substitution of time unless a member works in excess of the regular eight (8) hour or ten (10) hour tour of duty. The double time rate of pay and the minimum show-up pay do not apply when working a substitution of time.

- (H) The substitution of time agreements are between the members involved subject to the agreement of the appropriate immediate supervisor.
- (I) The Chief of Police may suspend a member's participation in the substitution time program for failure to abide by these guidelines.

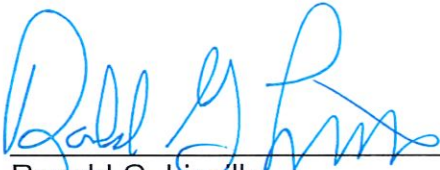
**22.11 Canine Handlers.**

The workweek for those members assigned as canine handlers shall consist of thirty-five (35) hours based on five (5) consecutive seven (7) hour workdays and two (2) consecutive days off. Members will receive eight (8) hours of pay for each seven (7) hour day worked to compensate for the weekly off-duty care and maintenance of the animals in their custody. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the weekly care, feeding, exercising and boarding of a City-owned dog for all on-duty and off-duty hours worked so engaged.

**22.12 No Pyramiding.**

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Contract. The parties acknowledge that this no pyramiding provision simply memorializes the parties' established policy and practice on this issue.

**FOR THE CITY:**

  
\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator  
Date 7/15/21

**FOR CAPTIAL CITY LODGE NO. 9:**

  
\_\_\_\_\_  
Mark Fester  
Chief Negotiator  
Date 7/15/21



**ARTICLE 23 - SHIFT DIFFERENTIAL**

**23.1 Shift Differential Pay Rates.**

Effective December 16, 2018, ~~s~~Shift differential pay shall be paid at the rate of \$1.25 per hour.

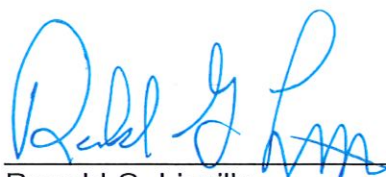
**23.2 Eligibility.**

Shift differential pay shall be provided for any eight (8) or ten (10) hour workday for which the majority of work hours occur after 2:00 p.m. and prior to 7:00 a.m., and to members normally assigned to such hours, regardless of the shift hours they actually work, for all hours worked but excluding hours in paid status while on approved leaves and off-duty court-time hours.

**23.3 Method of Payment.**

Shift differential pay shall be paid only for actual hours worked during the workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable and authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked. Shift differential pay is not applicable to court appearance time; but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

**FOR THE CITY:**



Ronald G. Linville  
Chief Negotiator

7/15/21  
Date

**FOR CAPTIAL CITY LODGE NO. 9:**



Mark Fester  
Chief Negotiator

7/15/21  
Date

**ARTICLE 24 - LONGEVITY PAY**

**24.1 Payment Schedule.**

Members shall receive an annual longevity payment based on completed years of service according to the following table:

<b>YEAR</b>	<b>AMOUNT</b>
6	\$1,010 <u>\$1,260</u>
7	\$1,020 <u>\$1,270</u>
8	\$1,030 <u>\$1,280</u>
9	\$1,040 <u>\$1,290</u>
10	\$1,050 <u>\$1,300</u>
11	\$1,060 <u>\$1,310</u>
12	\$1,070 <u>\$1,320</u>
13	\$1,080 <u>\$1,330</u>
14	\$1,090 <u>\$1,340</u>
15	\$1,105 <u>\$1,455</u>
16	\$1,120 <u>\$1,470</u>
17	\$1,135 <u>\$1,485</u>
18	\$1,150 <u>\$1,500</u>
19	\$1,165 <u>\$1,515</u>
20	\$1,180 <u>\$1,530</u>
21	\$1,200 <u>\$1,620</u>
22	\$1,220 <u>\$1,640</u>
23	\$1,240 <u>\$1,660</u>
24	\$1,250 <u>\$1,670</u>
25	\$1,280 <u>\$1,700</u>
26	\$1,305 <u>\$1,725</u>
27	\$1,330 <u>\$1,750</u>
28	\$1,355 <u>\$1,775</u>
29	\$1,380 <u>\$1,800</u>
30	\$1,410 <u>\$1,830</u>
31	\$1,440 <u>\$1,860</u>
32	\$1,470 <u>\$1,890</u>
33 or More	\$1,500 <u>\$1,920</u>

**24.2 Payment Dates.**

The longevity payment shall be made during the month of June of each year, in accordance with the relevant schedule(s) outlined in Section 24.1, in a separate lump sum payment. Payment shall be based upon total years of continuous service as an officer in the Columbus Division of Police as of the first day of the first payperiod beginning in June. The requirement for continuous service shall apply to eligibility for longevity only for members hired after December 4, 1993.

**24.3 Separation Payment.**

Upon separation for any reason, a member who is eligible for longevity pay under this Article (or in the event of death, the surviving spouse, or secondarily, to the member's estate) will be paid as part of his/her terminal pay, the final partial year of longevity credit pay, prorated to the number of payperiods completed in paid status during said partial year since the member's last payment date.

**24.4 Application to Military Leave.**

For the purpose of this Article, total years of service or continuous service for members hired after December 4, 1993, shall include approved military leave.

**FOR THE CITY:**



Ronald G. Linville  
Chief Negotiator

7/15/21  
Date

**FOR CAPTIAL CITY LODGE NO. 9:**



Mark Fester  
Chief Negotiator

7/15/21  
Date

## ARTICLE 26 - HOLIDAY PAY

### **26.1 Holidays.**

The following are designated as paid holidays for members:

New Year's Day, January 1  
Martin Luther King Day, the third Monday in January  
Washington's Birthday, the third Monday in February  
**Police Officer Memorial Day, May 15**  
Memorial Day, the last Monday in May  
**Juneteenth, June 19**  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, December 25  
Member's Birthday  
Any special holiday proclaimed by the Mayor

### **26.2 Holiday Time Off.**

For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Public Safety Director through the use of paid leave, provided, however, that executive time cannot be used on holidays.

### **26.3 Holiday Payment.**

Except as provided in Section 26.9, a member shall be compensated an additional eight (8) hours for each of the holidays specified in Section 26.1 for which the member was in paid status as provided in Section 26.2 and paid holiday leave was not used. Payment shall be made in one (1) lump sum installment. Payment will be after December 31 each year but before January 31 of the next year.

### **26.4 Hourly Rate for Holiday Payment.**

The wage rate to be used to calculate the lump sum payment shall be the regular hourly rate earned by the member on the date of the lump sum payment.

### **26.5 Prorated Payment for Holidays.**

Upon termination for any reason, members who are eligible for holiday payment will be paid as part of their terminal pay, the final partial year holiday pay on a prorated pay basis. Prorated payment shall be computed by multiplying the holiday hours accrued by the appropriate wage rate in effect at the time of termination.

**26.6 Celebration Day for Holidays.**

For purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday.

**26.7 Birthday Holiday.**

If a member's birthday falls on the day celebrated as another of the holidays mentioned in Section 26.1, the member shall be granted and compensated for one (1) additional holiday for the member's birthday.

**26.8 Use of Holiday Leave.**

A member may use holiday leave on the day the holiday is celebrated or on any day thereafter until the end of the fiscal year.

**26.9 Holiday Pay For Four (4) Ten (10) Assignment.**

Members will continue to earn eight (8) hours of holiday pay when working a ten (10) hour shift.

- (A) Members who take the actual holiday off, as specified in Section 26.1, will be charged eight (8) hours of holiday when they are scheduled for a ten (10) hour day.
- (B) Members may continue to take a holiday off any day after said holiday until the end of the year. Members will use the holiday leave form, marking said form for eight (8) hours, when they are scheduled for a ten (10) hour day.
- (C) Members will not be required to supplement their holiday time off with any other type of leave.

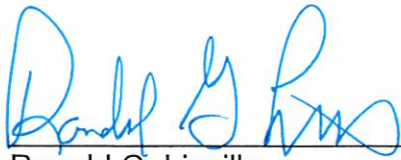
**26.10 Application to Step A Members in the Academy.**

New employees in the Training Academy who are paid at Step A of the Police Pay Plan shall be assigned to a forty (40) hour workweek. Should a day celebrated as one of the above-named paid holidays, other than the employee's birthday, fall on such employee's normal workweek, such employee shall not work on said holiday, shall receive no additional pay for said holiday, but shall be paid eight (8) hours pay for said workday as though the employee worked it. If an employee's birthday falls on a normal workday at the Training Academy, the employee shall work that day but shall receive eight (8) hours holiday pay for such birthday as part of the lump sum annual holiday payment the member is to receive (or may receive another day off as Holiday Leave in lieu of such payment). Should a holiday be celebrated on other than such employee's normal workweek while in the Academy, such employee shall not work said holiday but shall receive eight (8) hours holiday pay for any such holiday as part of the lump sum annual holiday payment the employee is to receive (or may receive another day off as Holiday Leave in lieu of such payment).

**26.11 Separation for Holiday and Overtime Accumulation.**

A member who is owed compensation for overtime worked and for work on a holiday shall be compensated at the time of separation. Such compensation shall be computed at the rate of pay in effect for said member at the time of separation.

**FOR THE CITY:**



Ronald G. Linville  
Chief Negotiator

8/15/21  
Date

**FOR CAPTIAL CITY LODGE NO. 9:**



Mark Fester  
Chief Negotiator

7/15/21  
Date

**ARTICLE 28 - SICK LEAVE**

**28.1 Sick Leave Accrual.**

- (A) Upon appointment, 41.55 hours of sick leave credit shall be granted. However, 4.616 hours shall be deducted from this sick leave credit for any payperiod during the first nine (9) payperiods in which the member is off-duty and not in paid status more than eight (8) hours of regularly scheduled work. Additionally, if a member is separated from employment and owes the City sick leave, the member shall be required to pay back to the City any sick leave taken that has not been earned. No unearned sick leave may be granted to any member except as provided herein.
- (B) Upon completion of the first nine (9) payperiods of service, a member shall accrue sick leave with pay of 4.616 hours for each completed payperiod. No sick leave credit shall accrue for any such payperiod in which such member is off duty and not in paid status more than eight (8) hours of regularly scheduled work.
- (C) Sick leave pay shall be cumulative. Sick leaves may be approved in multiples of one-tenth (1/10) of an hour.
- (D) No sick leave with pay shall accrue except for service as an employee of the City of Columbus, except that a member who has been employed by the State of Ohio, or any political subdivision thereof, shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service, provided employment with the City occurs within ten (10) years after leaving the member's prior position. Such unused sick leave balance shall be subject to all provisions of this Article, with the exception that such unused sick leave shall not be eligible for payment as described in Section 28.3, nor shall it be eligible for conversion as described in Section ~~28.5~~**28.6**.

**28.2 Use of Sick Leave.**

- (A) Sick leave with pay shall be granted for the following reasons:
  - (1) Sickness of the member.
  - (2) Injury to the member that is not subject to the provisions of Article 30, Injury Leave.
  - (3) Medical, dental, or optical consultation or treatment of the member.

- (4) Sickness of a member of the immediate family. Members shall be granted not more than five (5) workdays in any calendar year for sickness in the immediate family, unless such condition qualifies under FMLA. A certificate of the attending physician shall be required before paying any member under this paragraph for absences of a duration of three (3) days or more. In special cases where the Public Safety Director deems that more than five (5) workdays are necessary, the Director shall grant such leave.
  - (5) Quarantine of a member because of exposure to a contagious disease. The Public Safety Director or designee shall require a certificate of the attending physician before paying any member under this paragraph.
  - (6) Any member scheduled to work on a holiday as designated in Article 26 who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday.
  - (7) In the event a member uses all injury leave time and is still unable to return to active duty, the member may, with the approval of the Public Safety Director or designee, use any paid leave to which the member is entitled.
  - (8) In the event of death in the immediate family, each member shall be entitled to up to five (5) workdays for a funeral service and/or interment.
  - (9) The immediate family shall include: spouse, domestic partner (provided the terms of Ordinance No. 1077-2010, as amended, are met), son, daughter, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, half-brother, half-sister and persons who stand in loco parentis. [Note: This definition does not apply to the Family and Medical Leave Act.]
- (B) Beginning with the seventh time and each time thereafter a member is granted sick leave with pay in any calendar year, the first two (2) workdays of each such leave shall be without pay, except as follows:
- (1) Such absence may, with the approval of the Public Safety Director, be charged to any other paid leave to which the member is entitled.



- (2) Intermittent periods of sick leave for the same illness or injury, certified to by the Public Safety Director as necessary, shall be counted as one absence if they occur during a period not to exceed thirty (30) days from the date the employee returns to work.
- (3) Death in the immediate family.
- (C) The Chief of Police or the Public Safety Director may require evidence as to the adequacy of the reason for any member's absence during the time for which sick leave is requested for more than three (3) days, for a fifth or subsequent mark-off in a twelve (12) month period, or when the chain of command has cause to believe that the sick leave was not used for the purpose requested.
- (D) Sick leave with pay shall be charged at the rate of one-tenth (1/10) of an hour for each one-tenth (1/10) of an hour of regularly scheduled work from which an employee is absent, when sick leave is chargeable to such absence under the provisions of this Article.
- (E) Pregnancy-related disabilities shall be treated as any other non-work-related disability.
- (F) Any leave which is granted under this Article 28 for reasons permissible under an FMLA leave as provided in Article 32 shall be charged as an FMLA leave for record-keeping purposes and shall count toward the twelve (12) week per year limitation for the length of an FMLA leave. The provisions of this Subsection 28.2(F) shall not change the past practice of permitting a member to take additional leave in appropriate circumstances to preserve his/her active employment status with the City.

### **28.3 Payment Upon Separation or Death.**

A member who is to be separated from the City service through discharge, resignation, retirement, or layoff, may, if the member so desires, be paid in lump sum (less applicable withholding and any amounts owed by the member to the City) one (1) hour of pay for each six (6) hours of unused sick leave to the member's credit for total accruals up to and including 1,000 hours; one (1) hour of pay for each three (3) hours of unused sick leave to the member's credit for all accruals in excess of 1,000 hours up to and including 2,100 hours; and one (1) hour of pay for each hour for all accruals in excess of 2,100 hours. Such payment shall be paid at the member's hourly rate of pay at time of separation.

No reimbursement of sick leave credit shall be made to any member with less than one (1) year of service. However, when a member dies while in paid status, all unused sick leave shall be paid in a lump sum (less applicable withholding and any amounts owed by the employee to the City) to the surviving spouse, or, secondarily, to the estate of the deceased, at the rates provided in the above paragraph.

#### **28.4 Conversion of Sick Leave.**

Each member may, during the month of January, convert sick time to vacation time subject to the following conditions:

- (A) A member must convert in eight (8) hour increments.
- (B) Each January a member may convert no more than fifty-six (56) hours of sick time. Such time will be available the first full payperiod beginning in February.
- (C) Sick time shall be converted at a rate of one (1) hour of sick time for one (1) hour of vacation time.
- (D) Once the sick time has been converted to vacation time it shall not be converted back to sick time.

#### **28.5 Annual Sick Leave Reciprocity**

**Beginning in November, 2022, and during November each year thereafter, members may elect to be paid, at their regular straight-time hourly rate in effect at that time, for any unused sick leave hours awarded during the payroll year, up to a maximum of ninety-six (96) hours, on a one-for-one basis.**

- (A) **Members shall elect reciprocity payments in increments of 25%, 50%, 75%, or 100%, up to the maximum ninety-six (96) hours.**
- (B) **Any hours of sick leave taken pursuant to Section 28.2 (A) during the payroll year shall be deducted from the maximum amount of annual sick leave reciprocity prior to calculating the annual sick leave reciprocity payment.**
- (C) **Any unused sick leave hours still remaining from that payroll year shall be added to the member's sick leave account.**
- (D) **An election to convert unused sick leave to cash occurs during the payroll year and payment for those unused hours will be made in January following the payroll year.**

#### **28.65 Personal Emergency Leave.**

In January of each year a member may convert a maximum of twenty-four (24) hours of sick time to personal emergency leave. Any unused balance of this leave shall be carried over to the following year; however, the balance will not exceed the maximum number of hours allowed to be converted. Personal emergency leave may be taken at the discretion of the member in four (4) hour increments. The leave is subject to a one (1) hour call-off prior to the start of the member's tour of duty. Upon separation of employment with the

City for any reason, any unused personal emergency leave will be paid in accordance with Section 28.3.

- (A) Members working a four-ten (4-10) assignment wishing to use personal emergency leave must supplement personal leave time with any other accrued leave, including sick leave (four (4) personal emergency leave hours with a one (1) hour leave for half (1/2) of a tour of duty or eight (8) personal emergency leave hours with a two (2) hour leave for a full tour of duty). Members must tell the information desk personnel the type of leave they are going to use and the information desk personnel will complete the appropriate form.
- (B) The use of additional sick leave to supplement personal emergency leave (up to a maximum of six (6) hours) shall not be counted for the purpose of sick leave incentive, nor shall it be considered a mark-off against any member.

**28.76 Sick Leave Incentive.**

All members employed for at least one (1) year as of each January 1, shall be entitled to the following sick leave incentive program:

- (A) Members who work five (5) eight (8) hour days a week, but who use no more than eight (8) hours of sick leave (other than for death in the immediate family) during the 26 payperiods (27 payperiods in payroll years with 27 payperiods), ending with the last day of the final payperiod of the payroll year, shall have sixteen (16) hours of additional vacation leave credited to their vacation leave account in the first payperiod starting in the month of February of the following year, subject to the maximum vacation accrual balances set forth in Section 27.4.
- (A) Members who work a four ten (4-10) assignment, but who use no more than ten (10) hours of sick leave (other than for death in the immediate family) during the 26 payperiods (27 payperiods in payroll years with 27 payperiods), ending with the last day of the final payperiod of the payroll year, shall have sixteen (16) hours of additional vacation leave credited to their vacation leave account in the first payperiod starting in the month of February of the following year, subject to the maximum vacation accrual balances set forth in Section 27.4.

FOR THE CITY:



Ronald G. Linville  
Chief Negotiator

7/15/21  
Date

FOR CAPTIAL CITY LODGE NO. 9:



Mark Fester  
Chief Negotiator

7/15/21  
Date

## ARTICLE 32 - FAMILY LEAVE

### **32.1 Family and Medical Leave Act (FMLA) Leave.**

Members who have worked for the City for at least twelve (12) months, and who have worked for at least 1250 hours over the twelve (12) month period preceding the leave, shall be eligible for a total of up to twelve (12) weeks of unpaid FMLA leave during a twelve (12) month period for one or more of the following reasons:

- (1) for birth of a child, and to care for the newborn child;
- (2) for the placement of a child for purposes of adoption or foster care with the member;
- (3) the care of a spouse, child or parent ("covered family member") with a serious health condition; or
- (4) a serious health condition affecting the member to the extent that the member is unable to perform the functions of his/her position; or
- (5) to care for a spouse, son, daughter, or next of kin who is a covered servicemember with a serious illness or injury incurred in the line of active duty ("Military Caregiver Leave" or "Covered Servicemember Leave"); or
- (6) a qualifying exigency arising out of the fact that the member's spouse, child, or parent is a covered military member serving in the National Guard or Reserves on active duty or called to active duty status in support of a contingency operation ("Qualifying Exigency Leave").

### **32.2 Definitions.**

For the purposes of this Article:

- (A) "Child" means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. A member's "child" is one for whom the member has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.
- (B) "Parent" means a biological parent or an individual who stands or stood in loco parentis to a member when the member was a child. This term does not include parents "in law."

- (C) Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, or in the case of a member, who had such responsibility for the member when the member was a child. A biological or legal relationship is not necessary.
- (D) "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - (1) any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility;
  - (2) any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days, and that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - (3) any period of incapacity due to pregnancy, or for prenatal care;
  - (4) any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - (5) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  - (6) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical treatment;
- (E) Continuing treatment means treatment on two (2) or more occasions or treatment on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of the health care provider.
- (F) Serious health condition does not ordinarily include the common cold, the flu, earaches, upset stomachs, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems, or periodontal problems.
- (G) "Spouse" means a husband or wife as defined or recognized under Ohio law for purposes of marriage, including common law marriage. This definition does not include unmarried domestic partners. If both spouses are working for the City, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for

### **32.8 Substituted Paid Leave.**

Accrued sick leave must be substituted for any unpaid FMLA leave taken. After sick leave is exhausted, a member must use vacation, compensatory time, holiday leave and/or Personal Emergency Leave. However, a member may request to retain a vacation balance not to exceed forty (40) hours when exhausting FMLA.

### **32.9 Notice Requirements.**

A member shall provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If thirty (30) days notice is not practicable, notice must be given as soon as practicable. This notice may either be verbal or in writing, and shall include the anticipated timing and duration of the leave. When planning medical treatment, the member should consult with the City and make a reasonable effort to schedule the leave so as to not unduly disrupt the City's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the member's needs without unduly disrupting the City's operations, subject to the approval of the health care provider, the City may waive these FMLA notice requirements. Should the member fail to give thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of FMLA leave until at least thirty (30) days after the date the member provides notice to the City for the need of FMLA leave, provided that the member has actual notice of the FMLA notice requirements (this requirement of actual notice is fulfilled by posting a notice at the worksite). Where the member uses substituted paid leave, the notice requirements applicable to such leave shall apply.

### **32.10 Medical Certification Requirement.**

The following certification requirements shall apply to FMLA leave requests:

- (A) Members who request leave because of their own serious health condition or the serious health condition of a covered family member may be required to provide a certification issued by the health care provider of the member or the member's family member. The City shall give the member written notice of the requirement for medical certification in a particular case.
- (B) Members must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the member's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.
- (C) In most cases where the City requests certification, the member will be requested to furnish certification at the time the member requests FMLA leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave commences. The City may request certification

either the birth, adoption, or foster care placement of a child or to care for a sick parent.

- (H) "Military Caregiver Leave" or "Covered Servicemember Leave" means eligible employees who are family member of covered servicemembers will be able to take up to twenty-six (26) weeks of leave in a "single twelve (12)-month period" to care for a covered servicemember with a serious illness or injury incurred in the line of duty on active duty.
- (I) "Qualifying Exigency" means: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities agreed to by the employer and employee.

### **32.3 12-Month Leave Period.**

The City uses a rolling twelve (12) month period measured backward from the date leave is used.

### **32.4 Leave Use.**

FMLA leave may be taken intermittently or on a reduced leave schedule, at the member's option, to care for a sick family member or for the member's own serious health condition, when medically necessary. Intermittent leave may be taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces a member's usual number of working hours per workweek, or hours per workday.

### **32.5 Return From Leave.**

Upon return from FMLA leave, the member shall be returned to the rank and the assignment held prior to the leave, unless an assignment abolishment has occurred.

### **32.6 Insurance Benefits.**

During any FMLA leave, the City shall maintain all insurance benefits to which a member was entitled prior to FMLA leave. Any share of health premiums that had been paid by the member prior to FMLA leave shall continue to be paid by the member during the FMLA leave period. If the FMLA leave is substituted paid leave, the member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the member fails to timely make required health care premium payments, the City shall pay the member's share of the member's health care premium payment. As provided by law, the City may recover its share of health plan premiums from the member if the member fails to timely make such payments during the unpaid FMLA leave.

### **32.7 Seniority.**

During an FMLA leave, a member shall continue to accrue seniority and continuous service, during paid and unpaid status.



at some later date if the City has reason to question the appropriateness of the leave or its duration.

- (D) The City's certification form will be made available to a member where the City has required certification.
- (E) In its discretion, the City may require a second medical opinion at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the member and the City.
- (F) The City retains the right to require written documentation of the family relationship when applicable.

### **32.11 Periodic Report.**

The City may require a member on FMLA leave to report periodically on the member's status and intent to return to work, such reporting periods shall be reasonable. If a member gives unequivocal written notice of intent not to return to work, this notice shall be considered a resignation, and the City's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the member to work ceases.

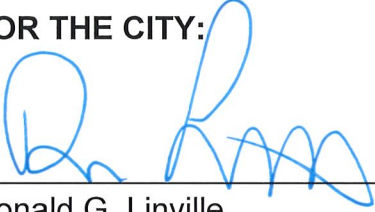
### **32.12 Fitness For Duty Report.**

A member who takes FMLA leave because of the member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate health care provider that the member is fit to return to work. The City may seek fitness-for-duty certification only with regard to the particular health condition that caused the member's need for the FMLA leave. If a member fails to provide such a fitness-for-duty certification to return to work, the City may deny restoration to work until the member submits the certification.

### **32.13 Miscellaneous.**

Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including injury and sick leave, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave for record-keeping purposes and shall count toward the twelve (12) week per year limitation for the length of an FMLA leave. The provisions of this Section shall not change the past practice of permitting a member to take additional leave in appropriate circumstances to preserve his/her active employment status with the City.

**FOR THE CITY:**



\_\_\_\_\_  
Ronald G. Linville  
Chief Negotiator

3/10/21  
\_\_\_\_\_  
Date

**FOR CAPITAL CITY LODGE NO. 9:**



\_\_\_\_\_  
Mark Fester  
Chief Negotiator

3/23/21  
\_\_\_\_\_  
Date

## ARTICLE 34 - TUITION REIMBURSEMENT

### 34.1 Reimbursement Program.

Each member who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by the member. The tuition reimbursement program shall be subject to the following conditions:

- (A) All courses must be taken during other than scheduled working hours unless a member has an approved time substitute pursuant to Section 22.10 at the time of applying for tuition reimbursement. All scheduled hours for courses of instruction must be filed with the Chief of Police or designee. All courses are subject to approval by the Human Resources Director or designee. There must be a correlation between the member's duties and responsibilities and the courses taken. Approval for Internet courses will be reviewed on a case-by-case basis by the Human Resources Director or designee pursuant to this Article. All scheduled times of courses must be approved by the Public Safety Director. Any situation which, in the discretion of the Public Safety Director, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.
- (B) Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to payment from the City.
- (C) The Human Resources Director or designee shall maintain a current list of approved institutions for which reimbursement for tuition may be made under this Section. Only those institutions listed by the Human Resources Director or designee shall establish eligibility of the member to receive reimbursement for tuition. Courses required for a degree must be taken from an institution accredited by an accreditation agency recognized by the U.S. Department of Education.

Additional institutions can be added upon request to the Human Resources Director or designee.

- (D) Applications for approval of institutions and courses must be made to the Human Resources Director or designee not more than thirty (30) days or less than ten (10) days prior to enrollment.

- (E) Reimbursement for tuition shall be made when the member satisfactorily completes a course and presents an official certificate or its equivalent and an original receipt of payment or original unpaid bill from the institution confirming completion of the approved course to the Human Resources Director or designee. **The member must submit this documentation within four (4) weeks of the course completion unless unable to do so through no fault of their own.** Reimbursement shall be made within sixty (60) days of the date the member complies with the provisions of this subsection.
- (F) No reimbursement shall be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition and fees required for the course, as outlined in paragraph (E) herein.
- (G) Any member participating in the tuition reimbursement program or in the pursuit of a new degree program shall be required to maintain employment with the City for the two (2) years following completion of course work, unless the member receives a Master's Degree or Doctor of Philosophy or Juris Doctor.

For a Master's Degree a member must maintain employment three (3) years and for a Doctor of Philosophy or Juris Doctor a member must maintain employment four (4) years following completion of course work.

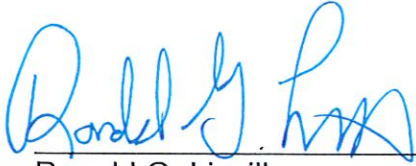
If the member resigns or retires or is discharged for cause prior to the completion of the years set out in this subsection, the member must repay the tuition reimbursement paid by the City for courses taken within that period of time. Any unpaid leave of absence of three (3) months or more shall not be counted towards completing the periods of City employment required under this subsection. If necessary, this amount shall be deducted from the member's terminal leave pay or final paycheck.

- (H) The Human Resources Director or designee is responsible for establishing rules, devising forms, and keeping records for the program.

### **34.2 Leave Eligibility Conditions.**

No member on an authorized unpaid leave of absence or injury leave shall be eligible to apply for tuition reimbursement under this Article unless that member shall be able to return from leave no later than the date the course commences. However, members on injury leave who had a course approved by the Human Resources Director or designee prior to being injured may apply for tuition reimbursement for that course.

FOR THE CITY:



Ronald G. Linville  
Chief Negotiator

7/15/21  
Date

FOR CAPTIAL CITY LODGE NO. 9:



Mark Fester  
Chief Negotiator

7/15/21  
Date

ARTICLE 38 - DURATION OF CONTRACT

**38.1 Duration.**

All of the provisions of this Contract shall be retroactive to December 9, ~~2020~~ ~~2017~~, unless otherwise specified. This Contract shall continue in force and effect until 11:59 p.m., December 8, ~~2023~~ ~~2020~~, and thereafter, from year to year, unless at least ninety (90) days prior to December 8, ~~2023~~ ~~2020~~, or any anniversary subsequent thereto, either party shall give timely written notice to the other of an intent to negotiate any or all of its provisions.

**38.2 Action by City Council.**

Any tentative agreement shall be presented to City Council for approval or disapproval following ratification by the Lodge membership.

**38.3 Dispute Resolution Procedure.**

The parties agree that the ~~2023~~ ~~2020~~ negotiations for a contract to succeed this Contract shall be conducted in accordance with the dispute settlement procedure set forth in Ohio Revised Code Chapter 4117. Should fact-finding, conciliation, or arbitration become necessary in order to establish any of the terms of such successor contract, including wages, both parties reserve the right to contest the legal validity of the recommendations and/or findings of the fact-finder, conciliator, and or arbitrator. Further, the parties agree that the settlement regarding the wage increase to be paid under the successor contract whether a product of negotiations and/or conciliation, shall be effective on December 9, ~~2023~~ ~~2020~~, (retroactive to such date if necessary), notwithstanding any provision of Ohio Revised Code Chapter 4117 or any other restriction, which might suggest a later effective date. In this regard, the City specifically agrees, for purposes of the ~~2023~~ ~~2020~~ negotiations to waive or to treat as inapplicable the provisions of Ohio Revised Code Section 4117.14(G)(11), restricting the authority of a conciliator with respect to the effective date of an award regarding such wages.

**38.4 Mid-Term Bargaining.**

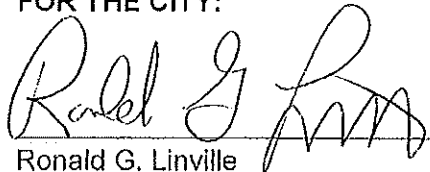
- (A) In the event the City finds it necessary to implement changes during the term of this Contract, and such changes are not otherwise specifically addressed in a provision of this Contract, the City shall notify the Lodge of the proposed change(s). The Lodge may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting wages, hours, or other terms and conditions of employment for members of the bargaining unit.
- (B) Should the Lodge request negotiations, the parties shall engage in good faith bargaining for a period of not less than thirty (30) days and not more

than forty-five (45) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the City and the Lodge.

- (C) If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than thirty (30) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the Federal Mediation and Conciliation Service, unless the parties mutually agree on a mediator.
- (D) If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the City may implement its last offer to the Lodge. If the City elects to so implement, the City shall submit the unresolved issue(s) to arbitration. In the alternative, the City may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions of Section 12.5(E). If the City elects to maintain the status quo pending arbitration and the Lodge then elects to decline arbitration of the dispute, the City may implement its last offer to the Lodge. The decision of the arbitrator shall be final and binding on the parties.
- (E) If the City does not refer the unresolved issue(s) to arbitration, the City shall maintain the status quo and shall have no authority to implement the changes that were the subject of negotiations.
- (F) The provisions of the arbitrator's award or any agreement reached through negotiations shall be incorporated into the Contract.

(SIGNATURES to be added at ratification)

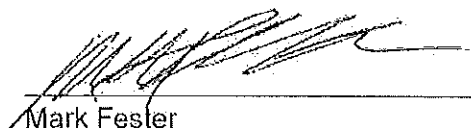
FOR THE CITY:



Ronald G. Linville  
Chief Negotiator

7/18/21  
Date

FOR CAPITAL CITY LODGE NO. 9:



Mark Fester  
Chief Negotiator

7/16/21  
Date

**MEMORANDUM OF AGREEMENT (“MOA”)  
BETWEEN THE  
CITY OF COLUMBUS (“CITY”)  
AND THE  
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 (“FOP”)  
REGARDING THE USE OF CAMERAS AND RECORDINGS**

Pursuant to Section 38.4 of the Contract between the City and the FOP, the parties have engaged in mid-term bargaining regarding the City’s use of video/audio recording devices (“cameras”), and the video/audio recordings (“recordings”) from those cameras. As a result of these negotiations, the City and the FOP have reached agreement, this 3<sup>rd</sup> **15th** day of ~~November, 2016~~ **July, 2021**. This agreement is intended to replace and supersede all previous Memoranda of Agreement between the parties that pertain to the use of cameras and recordings by the City, including the MOA regarding the Body Worn Camera Program (dated September 23, 2016), and the MOA regarding the Cruiser Video Program (dated September 22, 2004), and MOA regarding the Use of Cameras and Recordings (dated November 3<sup>rd</sup> 2016). The terms of this agreement are, as follows:

- (1) The use of cameras and their recordings are subject to all provisions of the Contract, including but not limited to Article 8, unless such provisions are modified by or in conflict with this MOA. “Recordings”, as used in this MOA, includes live feeds.
- (2) Misconduct detected as a result of any review of recordings, including recordings captured by the “Record-After-The-Fact” (“RATF”) feature, described in paragraph 7 below, may result in a member receiving positive corrective action pursuant to Section 10.2 of the Contract. No discipline may be taken against a member in this instance unless one of the following apply:
  - (a) Allegations of misconduct that are criminal on their face may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract, under which the time limit is the applicable statute of limitations;
  - (b) Allegations of misconduct that could reasonably lead to criminal prosecution as determined by the Office of the City Attorney (in writing, if requested by the Lodge) may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract;
  - (c) Allegations of non-criminal conduct that is the same or similar to conduct for which the Division would expect to render a suspension of 30 calendar days or longer and/or termination as the proper level of discipline for the first offense may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract;



- (d) Allegations of misconduct arising out of an investigation of a citizen complaint may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract;
- (e) Allegations of misconduct arising out of an administrative investigation of a member's conduct in a particular incident or event may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract, provided that any such misconduct is discovered within 90 calendar days of the incident being investigated.

After repeated positive corrective action, for same or similar conduct occurring within a 90 day period, a member may receive documented training. The City may review recordings for ninety (90) days following the completion of such training and if the member engages in the same or similar conduct, allegations of misconduct based thereon may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract.

This section shall not apply to members who are in their initial probationary period.

- (3) The Division shall keep a record identifying any person who undertakes any review of recordings, including information as to the specific recordings that were reviewed.
- (4) A member shall be notified in writing of any public records request for recording(s) that were made on any camera assigned to the member, and any other public records request for any recording(s) where the member is identified by name and/or badge number in the public records request, provided that the City determines that the request is proper under applicable law. A member may request a copy of the requested recording(s), which shall be furnished at no cost to the member.
- (5) The City shall adopt policies and/or procedures pertaining to the use of cameras and recordings, which will at least include all the following:
  - (a) Cameras shall not be intentionally activated to record conversations of other employees with or without their knowledge during routine, non-enforcement related activities, including but not limited to surreptitious recordings of conversations with other members.
  - (b) Cameras shall not be used in places where, or at times when, a member has a reasonable expectation of privacy, such as locker rooms and restrooms, and post-incident conversations with Officer Support personnel.

- (c) Cameras shall not be used to record a member's privileged communications as recognized under law.
- (d) Recordings captured by inadvertent camera activation **or during the pre-activation recording** that are prohibited by the foregoing sub-sections (5)(a) through (c) shall be identified, protected and reviewed by the appropriate authority to determine proper action (including but not limited to deletion upon determination that the recording is not a public record and therefore not required to be maintained).
- (e) Cameras shall not be remotely activated without the member's knowledge, unless such activation is immediately necessary for purposes of officer safety. This does not prohibit the activation of video/**audio** recording by automatic trigger(s) (e.g., activation when duty weapon is drawn). [Note: This paragraph does not apply to systems that are intended and generally known to record at all times, e.g., community crime cameras and City building security cameras.]
- (f) ~~If~~The City intends to **will not** release recordings that are not public records **as defined by Ohio Revised Code Section 149.43** the City will provide twenty-four (24) hours advance **without the written approval of** notice to the affected member(s) and the President of the FOP.

Prior to issuance of cameras (including new or modified camera platforms or systems) for use by members, the City will implement policies and/or procedures that include the foregoing terms, and the City will conduct training for all sworn personnel of the Division of Police on the limitations of those cameras and their recordings. Such training also shall be made available to members of the media and the public.

- (6) Members shall be entitled to review recordings, **both video and audio**, from an incident in which they were involved prior to completing a report or making a statement.
- (7) Cameras shall not be enabled to include pre-activation/**lookback** recording of more than sixty (60) seconds **two (2) minutes** or after-deactivation recording. Any pre-activation/**lookback** recording shall not include audio. **Additionally, the City may enable the RATF feature of the current Motorola WatchGuard Body Worn Cameras to capture video/audio up to the storage limit of the camera (or a similar feature if the City**

**changes the type of equipment). RATF is not part of the normal evidence uploading process by officers to the evidence library. All RATF video/audio is password protected and can only be accessed when the camera is taken out of service by an authorized administrator when requested by the Safety Director or his/her designee.**

- (8) No recordings related to a disciplinary action against a member may be used for training by the City of Columbus until such action has been resolved, or adjudicated at the level of the Director of Public Safety.
- (9) The City agrees to provide to the FOP any existing records related to the following:
- a. Cost of the camera program, including but not limited to equipment purchase, maintenance, repairs, storage, and personnel;
  - b. Time spent by sworn personnel on uploading, categorizing, and maintenance of recordings;
  - c. Time spent by all Division personnel in training related to the camera and camera program;
  - d. Total numbers of use of force reports, citizen complaints, internal affairs investigations, disciplinary cases, in comparison to such numbers for periods prior to issuance of the new cameras (or new camera system/program).
- (10) **The City agrees to add Police Officer Memorial Day, May 15<sup>th</sup> to Section 26.1 of the Contract.**
- (11) **The City agrees to annually, in the month of February, supply to each member sixteen (16) hours of Personal Emergency Leave which shall be in addition to the converted twenty-four (24) hours referenced in Section 28.6 of the 2020-2023 Contract. Any unused Personal Emergency Leave shall be carried over to the following year; however, the hours carried over will not exceed the maximum number of hours allowed to be converted.**

For the FOP:

For the City:

~~Jason Pappas~~ **Keith Ferrell**, President  
Fraternal Order of Police,  
Capital City Lodge No. 9

Ned Pettus, Jr., Director  
Department of Public Safety  
City of Columbus

PART OF PACKAGE



7/15/21



7/15/21