

NICHOLE M. BRANDON  
Director

**MEMORANDUM TO:** The Honorable Shannon Hardin, President  
The Honorable Mitchell Brown, Public Safety Committee Chair  
The Honorable Emmanuel Remy, Administration Committee Chair

**FROM:** Nichole M. Brandon, Director of Human Resources

**SUBJECT:** **Summary of 2021-2024 FOP/OLC  
Collective Bargaining Agreement**

**DATE:** September 2, 2021

This summary describes those articles tentatively agreed to by the representatives of the City and FOP/OLC during negotiations, which concluded August 19, 2021. The tentative agreement was ratified by the membership on August 30, 2021.

The following summary highlights the significant additions to and deletions from the collective bargaining agreement effective September 1, 2021 to September 1, 2024. This summary does not include all housekeeping changes (i.e., punctuation, grammar, renumbering, word changes to reflect consistent terminology, and language changes that simply clarify or confirm current practices and benefits). Some provisions of the successor agreement are retroactive to the expiration date of the previous agreement.

The fiscal analysis, prepared by the Department of Finance and Management staff, is attached.

Enclosed with this summary is a strike-through version of the 2021-2024 agreement showing additions (reflected with underline and bold face type) and deletions (reflected with strike-through) from the 2017-2020 agreement.

Article	Title	Change
1	<b>Definitions</b>	Adds 911 Emergency Communications Specialist and Criminal Intelligence Analyst to Bargaining Unit Member.  Clarifies Division to mean Division of Police or Division of Support Services.
3	<b>Recognition</b>	Places the incoming Criminal Intelligence Analysts into the CBA and sets their pay at Pay Range S8.



4	<b>OLC Security</b>	<p>Removes Fair Share Fee language from CBA to comply with law.</p> <p>Increases number of OLC members from two (2) to three (3) for Grievance Representative training for no more than two (2) times a year.</p> <p>Streamlines the process for requesting Union leave.</p>
5	<b>Non-Discrimination</b>	<p>Includes City work rules and Department and/or Division policy to sexual harassment compliance.</p>
6	<b>Management Rights</b>	<p>Expands Management Rights to include Division of Support Services.</p>
7	<b>Internal Investigations Procedures</b>	<p>Adds language to reflect the investigative process in the Division of Support Services.</p> <p>Allows a reasonable amount of time, consistent with the nature of the investigation, for Union representation during interviews.</p> <p>Provides for all grievances to begin at Step 1.</p>
8	<b>Corrective/Disciplinary Action and Records</b>	<p>Aligns disciplinary action and use of disciplinary records with other civilian units.</p>
9	<b>Grievance Procedure</b>	<p>Expands jurisdiction of discrimination complaints by adding provision eliminating the choice of forum restriction (exclusivity of remedy) for charges of discrimination filed with the EEOC/OCRC.</p> <p>Increases response time for grievance answers to fifteen (15) days.</p> <p>Increases time to arbitrate from sixty (60) days to one hundred and eighty (180) days.</p>
13	<b>Miscellaneous</b>	<p>Increases reimbursement for training from fifteen hundred dollars (\$1,500.00) to three thousand dollars (\$3,000.00).</p> <p>Adds reimbursement for membership in professional organizations subject to approval by chain of command.</p>
14	<b>Wages and Service Credit</b>	<p>Provides across the board wage increases for all employees:</p>



		<ul style="list-style-type: none"> <li>• 2.5% effective with the pay period that includes September 1, 2021;</li> <li>• 3% effective with the pay period that includes September 1, 2022;</li> <li>• 3.5% effective with the pay period that includes September 1, 2023;</li> </ul> <p>Service Credit increased by \$100.00 for each benchmark.</p>
15	<b>Hours of Work, Overtime, and Report-In Pay</b>	<p>Clarifies overtime policy to comply with law.</p> <p>Provides working out of classification pay at a rate of 8% if duties of the higher classification are performed for 160 or more consecutive hours. Working out of classification pay remains at a rate of 4% for anything less.</p>
17	<b>Uniforms</b>	Clarifies that the Division shall furnish footwear for crime lab employees through the City's approved vendor.
18	<b>Holidays</b>	Adds Juneteenth, June 19 <sup>th</sup> and substitutes Veterans' Day, November 11 <sup>th</sup> for Columbus Day.
20	<b>Sick Leave</b>	<p>Increases the hours of sick leave with pay from 72 to 80 hours and synchronizes the corresponding deductions.</p> <p>Clarifies three (3) days of the five (5) sick days for a death in the family shall be paid as bereavement leave and not deducted from the sick leave bank.</p>
21	<b>Injury Leave</b>	<p>Overhauls injury leave process by tying injury leave eligibility to an approved Workers' Compensation claim.</p> <p>Eliminates IRB and inconsistent/parallel injury eligibility standards.</p> <p>Limits the time to take Injury Leave to five (5) years.</p>
22	<b>Special Leaves</b>	Expands jury duty leave beyond Franklin County or adjoining counties.
23	<b>Tuition Reimbursement</b>	Increases tuition reimbursement to four thousand five hundred dollars (\$4,500.00) for undergraduate studies and five thousand five hundred (\$5,500.00) for graduate studies. Caps tuition reimbursement to five thousand five hundred dollars (\$5,500.00) per



		<p>calendar year for undergraduate and graduate studies.</p> <p>Requires members to submit documentation within four (4) weeks of course completion unless unable to do so through no fault of their own.</p>
24	<b>Insurance</b>	<p>Establishes the following cost saving clinical programs:</p> <ul style="list-style-type: none"> <li>• Medical Necessity</li> <li>• Formulary exclusions</li> <li>• Specialty Pharmacy</li> </ul> <p>Modernizes out-of-date plan features:</p> <ul style="list-style-type: none"> <li>• Deductibles and out-of-pocket maximums reset annually on January 1.</li> <li>• Eliminates the practice of cross applying deductibles (i.e., in-network deductibles counting towards non-network deductibles and vice versa).</li> </ul> <p>Adds cancer treatment advocate benefits and services.</p> <p>Adds a High Deductible Health Plan (HDHP) effective January 1, 2023.</p> <p>Caps the life insurance benefit to \$200,000.</p>
25	<b>Drug and Alcohol Free Workplace</b>	<p>Sets the annual number of random drug tests at no more than fifty percent (50%) of the number of members as of January 1 of any given year.</p> <p>Adds fentanyl and an expanded opiate panel.</p> <p>Clarifies the follow-up testing time period.</p>
28	<b>Duration of Contract</b>	September 1, 2021 – September 1, 2024
<b>Appendix</b>	<b>D</b>	Charts the insurance benefits for in-network and non-network co-pays, deductibles, out-of-pocket maximums, and the three tiered prescription drug benefit co-pay and out-of-pocket maximums. Now includes the HDHP.

It is anticipated that the proposed agreement will be submitted for City Council’s acceptance by the September 13, 2021 Council meeting. Thank you for your favorable consideration.



Attachment

- c: The Honorable Members of City Council
- The Honorable Andrew J. Ginther, Mayor
- The Honorable Megan N. Kilgore, City Auditor
- The Honorable Zach Klein, City Attorney
- Ken Paul, Chief of Staff
- Joe Lombardi, Finance and Management Director
- Brooke Carnevale, Deputy Director of Human Resources
- City Negotiating Team Members



