

**NICHOLE M. BRANDON**  
Director

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

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


**SUBJECT:** **Summary of 2020-2023 FOP Capital City Lodge #67  
Collective Bargaining Agreement**

**DATE:** July 23, 2021

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This summary describes those articles tentatively agreed to by the representatives of the City and the Fraternal Order of Police, Capital City Lodge #9, (FOP Lodge #9) during negotiations, which formally concluded July 15, 2021. The tentative agreement is currently being voted on by the membership and voting will conclude on July 24, 2021.

The following summary highlights the significant additions to and deletions from the collective bargaining agreement effective December 9, 2020 to December 8, 2023. This summary does not include all housekeeping changes (i.e., punctuation, grammar, renumbering, and word changes to reflect consistent or current terminology). Some provisions of the successor agreement are retroactive to the expiration date of the previous agreement.

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

Enclosed with this summary is a strike-through version of the 2020-2023 agreement showing additions (reflected with underline and bold face type) and deletions (reflected with strike-through) from the 2017-2020 agreement. Articles that are not listed below will remain the current contract language reflected in the predecessor agreement.

<b>Article</b>	<b>Title</b>	<b>Change</b>
<b>5</b>	<b>Non-Discrimination</b>	Adds “genetic information” and “gender identity or expression” as characteristics the City and Lodge pledge not to discriminate upon.



<p><b>6</b></p>	<p><b>Representation</b></p>	<p>Reduces Lodge release time bank for negotiation preparation from 4,000 hours to 2,400 hours; increases number of Lodge team members from seven (7) to ten (10).</p>
<p><b>8</b></p>	<p><b>Internal Investigation/<u>Office of Inspector General</u> Procedures</b></p>	<p>Amends title to include reference to Office of Inspector General (OIG).</p> <p>Permits OIG to conduct any non-criminal investigation and to compel member attendance and participation at such investigation or interview under the threat of insubordination or like offense; OIG authorized to provide Garrity form.</p> <p>Incorporates OIG references throughout Article to establish its authority to conduct independent internal investigations.</p> <p>Expands scope of investigation questioning to other members based upon information developed during the investigation.</p> <p>Requires recording of non-member in-take calls fielded by Internal Affairs and OIG unless non-member refuses.</p> <p>Authorizes the Civilian Review Board (CRB) to receive investigation results and pauses contractual timelines during CRB review.</p> <p>Directs grievances regarding OIG investigations to begin at Step 4.</p>
<p><b>10</b></p>	<p><b>Corrective/Disciplinary Action and Records</b></p>	<p>Prohibits an offer of leave forfeiture for sustained charges of excessive force, EEO violations or bias based profiling.</p> <p>Permits a representative of OIG and CRB to attend Public Safety Departmental hearings.</p> <p>Extends record retention of suspensions from six (6) to eight (8) years for EEO violations or bias based profiling.</p> <p>Extends administrative use of suspensions and demotions from four (4) to six (6) years for EEO violations or bias based profiling.</p>



11	<b>Assignments and Transfers</b>	Adds Recruit Training as an area where the Chief of Police may select, assign and/or remove one (1) temporary assignment for each Academy Class at their sole discretion.
12	<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>Authorizes representatives of OIG and CRB to attend grievance meetings.</p>
17	<b>Employee Alcohol and Drug Testing</b>	<p>Requires Post-Incident drug and alcohol testing for members that discharge their firearm in the course and scope of their duties, except for discharges during training, testing, humane destruction of animals or legal recreational purposes.</p> <p>Clarifies confirmatory testing is subject to the Substance Abuse and Mental Health Services Administration (SAMHSA) and/or certified laboratory standards.</p> <p>Directs member evaluations for chemical dependency, treatment and after-care to be done by a Licensed Chemical Dependency Counselor (LCDC).</p>
20	<b>Wages</b>	<p>Following the acceptance of the contract, the Pension Pickup (0.75%) will be eliminated.</p> <p>Effective December 9, 2020</p> <ul style="list-style-type: none"> <li>• Market Adjustment             <ul style="list-style-type: none"> <li>○ Officer Steps (A)-(C): \$1,350</li> <li>○ Officer Steps (D)-(F): \$2,350</li> </ul> </li> <li>• 2.5% Across the Board Increase</li> </ul> <p>Effective December 9, 2021</p> <ul style="list-style-type: none"> <li>• Market Adjustment             <ul style="list-style-type: none"> <li>○ Officer Steps (A)-(C): \$1,350</li> <li>○ Officer Steps (D)-(F): \$1,850</li> </ul> </li> <li>• 3.0% Across the Board Increase</li> </ul> <p>Effective December 9, 2022</p> <ul style="list-style-type: none"> <li>• 3.5% Across the Board Increase</li> </ul>
21	<b>Pay Plan Administration</b>	Amends when Officers will advance to the next Step of the pay progression from the beginning of the pay period that includes the date of his/her anniversary



		<p>of continuous service to the actual date of his/her anniversary of continuous service.</p> <p>Payments will be made bi-weekly by 11:00am</p>
22	<b>Hours of Work and Overtime</b>	<p>Clarifies the special duty rate shall be over the top hourly rate of each rank.</p> <p>Reduces the workhours cap on consecutive bi-weekly pay periods (straight time and special duty combined) from three hundred and twenty (320) hours to two hundred and eighty (280) hours.</p> <p>Permits members to elect a cash payment up to one hundred and sixty (160) hours from their compensatory time bank once a year in September.</p>
24	<b>Longevity</b>	<p>Increases annual service credit payment for each year beginning at \$150 for the lowest years of continuous service and grading up to \$420 for the highest years of continuous service.</p>
26	<b>Holidays</b>	<p>Adds two additional holidays: Police Officer Memorial Holiday, May 15, (<i>see also</i>, Appendix B) and Juneteenth, June 19.</p>
28	<b>Sick Leave</b>	<p>Adds an annual sick leave reciprocity option for members to elect up to ninety six (96) hours of accrued, unused sick leave to be paid on a one-for-one basis.</p> <p>Adds two (2) Personal Emergency Leave days (16 hours), which the City shall contribute annually. (<i>see also</i>, Appendix B)</p>
34	<b>Tuition Reimbursement</b>	<p>Requires members to submit documentation within four (4) weeks of the course completion unless unable to do so through no fault of their own.</p>
40	<b>Duration of Contract</b>	<p>December 9, 2020 until December 8, 2023.</p>
<b>Appendix</b>	<b>B</b>	<p><b><u>Regarding the Use of Cameras and Recordings</u></b></p> <p>Increases the Body Worn Camera (BWC) look-back period to two (2) minutes, which includes the use of audio recording.</p> <p>Enables a Record-After-The-Fact (RATF) feature to capture video and audio up to the storage limit of the BWC. Requests for RATF shall be made by the Public Safety Director to be accessed by an authorized administrator outside of normal evidence uploading process used by Officers.</p>



		<p>Includes the addition of Police Officer Memorial Holiday, May 15, (<i>see</i> Article 26) and sixteen (16) hours of Personal Emergency Leave (<i>see</i> Article 28).</p> <p><b><u>MOU #2021-02 Retirement Incentive Program</u></b> Sworn members of the Division of Police with twenty-five (25) or more years of continuous service eligible for voluntary opt-in early retirement program with a cash payment of \$200,000, less applicable withholdings.</p> <p>Maximum of 100 participants, no minimum; final selections made by rank, by seniority. Eligible ranks include Commander, Lieutenant, Sergeant, and Police Officer.</p> <p>Requires waiver and release of claims; and participants cannot be under administrative or criminal investigation.</p> <p>Requires 3 to 6 month stay following election; participants are not eligible for rehire with the City.</p>
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It is anticipated that the proposed agreement will be submitted for City Council's acceptance by the July 26, 2021 Council meeting. Thank you for your favorable consideration.

Attachments

- 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
- Kate Pishotti, Deputy Chief of Staff
- Joe Lombardi, Finance and Management Director
- Ron Linville, Chief Labor Negotiator
- Brooke Carnevale, Deputy Director of Human Resources
- City Negotiating Team Members

