06-04-15
14-MED-08-1031/1032
0758-02
K32233

# AGREEMENT

**BETWEEN**

**CITY OF COLUMBUS**

**And**

**FRATERNAL ORDER OF POLICE**

**CAPITAL CITY LODGE NO. 9**

**DECEMBER 9, 2014 - DECEMBER 8, 2017**

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# ARTICLE 1 - DEFINITIONS

**1.1 Definitions.**

The following words and phrases shall have the definitions listed below when such words and phrases are found in this Contract:

**"Actions of Record"** means written reprimand, suspension, forfeiture of accrued leave (excluding sick leave), reduction or removal.

**"Active Service"** means being present and able to perform the duties to which a member has been assigned.

**"Assignment"** means a member's work hours of the day, days of the week, and/or duty station. A change in duty station for (1) training purposes in Franklin and contiguous counties and (2) for five (5) additional days per calendar year as designated by the Chief of Police, or on a voluntary basis, shall not constitute a change in assignment.

**"Calendar Week"** means seven (7) consecutive calendar days starting at 12:01 a.m. Sunday and ending at midnight on Saturday.

**"Citizen Complaint"** means a complaint made by an individual or individuals who are not sworn employees of the Division of Police, and any anonymous complaint.

**"Compensatory Time"** means time off with pay for authorized overtime worked in lieu of salary or wages, calculated in accordance with Article 22 of this Contract.

**"Day"** means calendar day unless otherwise specified.

**"Designated Assignment Group (DAG)"** means that group of units that perform the same work task.

**"Documented Constructive Counseling"** means the initial step of formal corrective action but not an action of record. A written record of the basic facts of an incident which was brought to the attention of a member together with a summary of the remedial action required.

**"Gender"** means that every pronoun used in this Contract includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

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

**"Member"** or **"Employee"** or **"Officer"** means an individual who is in the bargaining unit(s) set forth in this Contract.

**"Month"** means calendar month unless otherwise specified (for example, a one month period beginning April 7 would end May 7; a six month period beginning April 7 would end October 7, etc.).

**"Paid Status"** means employment by the City in active service or authorized leave with pay.

**"Past Benefit"** means a policy, procedure or practice which has been continuous and which does have a cost factor to the City and/or a monetary benefit to a member.

**"Past Practice"** means a policy, procedure or practice which has been continuous and which does not have a cost factor to the City and/or monetary benefit to a member.

**"Payperiod"** means a period of two (2) consecutive calendar weeks.

**"Permanent Assignment or Transfer"** means a permanent change in a member's assignment which may be accomplished either by request of the member or administratively by the Chief of Police. All changes in a member's assignment shall be permanent, except for temporary assignments and transfers.

**"Public Safety Director"** means that individual having the power under the Charter or Columbus City Codes of appointment to, or removal from, a position with the City. For purposes of this Contract, the Public Safety Director is the Appointing Authority.

**"Reemployment"** means taking a position with the City following a break in continuous service.

**"SERB"** means the State Employment Relations Board of Ohio.

**"Temporary Assignment or Transfer"** means a non-permanent change in a member's assignment, normally not to exceed six (6) months, which may be accomplished either by request of the member or administratively by the Chief of Police.

**"Unit"** means that group of members assigned to the same immediate supervisor who perform the same work task.

## ARTICLE 2 - CONTRACT

**2.1 Contract.**
This Contract is made and entered into by and between the City of Columbus, Ohio (hereinafter referred to as the "City", "Administration" or "Division") and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the "Lodge").

**2.2 Purpose.**
The purpose of this Contract is to promote cooperation and orderly, constructive, and harmonious relations between the City, its employees, and the Lodge.

**2.3 Legal References.**

(A) This Contract shall be subject to all applicable law(s).

(B) In the event the City or the Lodge is a party to a proceeding (to which the other is not a party) before any tribunal of competent jurisdiction in which any party seeks a determination from the tribunal which would interpret, invalidate, restrain, or apply to a set of facts affecting any provision of this Contract, either the City or the Lodge shall notify the other of the proceeding within a reasonable period of time.

(C) Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

(D) In the event of invalidation of any portion of this Contract by a tribunal of competent jurisdiction, and upon written request by either the City or the Lodge, the City and the Lodge shall meet within seven (7) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations. However, the failure of the City and the Lodge to agree upon a substitute for the invalidated provision shall not affect the remainder of this Contract, which shall remain in full force and effect during the term hereof, but the invalidated provisions shall be subject to the dispute resolution procedure set forth in Section 38.3.

(E) The City and the Lodge agree that no member hereunder shall be asked to make any agreement which conflicts with this Contract.

**2.4 Sanctity of Contract.**
Changes in this Contract during its duration must be negotiated by the City and the Lodge and be referenced in a written accord by and between the City and the Lodge.

**2.5 Enforceability of Contract.**
The City and the Lodge assert and believe that the provisions of this Contract are legally enforceable. The City believes that the provisions contained herein do not represent any illegal delegation of power.

**2.6 Contract Compliance Administrator.**
The City agrees to maintain, for the duration of this Contract, the position of Contract Compliance Administrator. This position shall be filled by an individual who has experience in the area of labor relations by virtue of the person's work history and/or education. This position may be filled by a City employee who has other job titles/functions, so long as the following primary duties of the Contract Compliance Administrator are performed on a priority basis and in a timely manner:

(A) Monitor the City's compliance with the provisions of this Contract. Toward this end, this individual will, with the assistance of the Division's Professional Standards Bureau and others, as needed, develop and maintain a database on all written grievances filed after the effective date of this Contract, including their current status and disposition.

(B) Report at least monthly to the Director of the Department of Public Safety, Chief of Police and the Lodge on the status of contract compliance.

(C) Serve as resource person for the Division Management, the City and the Lodge to discuss questions about contract interpretation and meaning.

(D) Attend Labor Relations Committee meetings. The Moderator/Facilitator shall ensure that accurate minutes are taken of each meeting and passed by motion of the committee at the next meeting. The Moderator/Facilitator shall maintain a minute book of all approved minutes of the committee meetings.

(E) Additional duties as assigned by the City to help further contract compliance and the development and maintenance of information resources related thereto.

**2.7 Past Benefits and Practices.**
The City agrees to continue all existing practices and benefits during the term of this Contract. The Chief of Police, with the approval of the Public Safety Director, shall determine all past practices and benefits. If the Lodge disagrees as to whether a past practice or benefit does exist, the Lodge may file a grievance over the matter at Step 4 and take the question through the Grievance Procedure for a final and binding decision

by an arbitrator as to whether or not a past practice or benefit exists. Nothing herein precludes the parties, through the Labor Relations Committee process, from discussing whether a past practice or benefit exists.

## 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.

## 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.**

(A) Bargaining unit members who are not members of the Lodge shall, as a condition of employment, pay to the Lodge a fair share fee. The amount of the fair share fee shall be determined by the Lodge, but shall not exceed dues paid by members of the Lodge who are in the bargaining units. Such fair share fee shall be certified by the Lodge to the City prior to and at such times during the term of this Contract as necessary to be accurate, provided that the City receives a forty-five (45) day notice of any change in the fair share fee amount. Such payment shall be subject to a fair share fee procedure meeting all requirements of State and Federal law. The Lodge further agrees that upon written request from the City Attorney's Office it will give the City information that is reasonably necessary to enable the City to verify for itself that the Lodge's fair share fee procedures are in compliance with applicable constitutional requirements, or any other legal requirement for which the City is subject to liability for non-compliance.

(B) Such fair share fee shall be automatically deducted by the City from the payroll check of each bargaining unit member who is not a member of the Lodge. The automatic deduction shall be made in the first payperiod of each month. The City agrees to furnish the Financial Secretary of the Lodge once each calendar month, a warrant separate from dues deduction, in the aggregate amount of the fair share fees deducted for that

calendar month, together with a listing of the bargaining unit members from whom said deductions are made.

(C) The automatic deduction shall be initiated by the City whenever a bargaining unit member, who is not a member of the Lodge, has been sworn in as a Police Officer. The Lodge shall indemnify and hold harmless the City from any challenges arising under this Section to the extent provided by law.

(D) Any challenge initiated by a fair share fee payor or payors concerning the amount of the fair share fee and/or the responsibilities of the Lodge with respect to fair share fee payors shall not be subject to the grievance and arbitration procedures set forth in Article 12 of this Contract.

**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.

## 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, marital status, veteran's status, military status, political affiliation, national origin, disability, or sexual orientation as provided by law.

**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.

## 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 as 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 4,000 hours for up to 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 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 4,000 hours for up to 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.

## 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.

## ARTICLE 8 - INTERNAL INVESTIGATION 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. Should the Office of the Public Safety Director conduct an investigation, members shall be afforded the rights applicable in an Internal Affairs Bureau 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 and EEO Investigations.**

(1) When a member is notified to report to the Internal Affairs Bureau 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, the focus member shall be notified by the investigator at least twenty-four (24) hours in advance of the anticipated interview unless otherwise 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 may 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. In such an event, the member will again be advised by the investigator of the potential for either discipline or criminal charges. 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 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 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.

**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.

**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 examination 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 examination 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 examination unless the complainant takes a polygraph examination and the results of the polygraph support the complaint against the member. No polygraph examination 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 examinations.

**(B)** Pursuant to adoption by the State Employment Relations Board of a Settlement Agreement reached between the Lodge and the City in Case No. 02-ULP-10-0657, the following provisions apply to the conduct of polygraph 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 sixty (60) 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 sixty (60) 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.

**(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 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 for review. If the applicable time limit is not met, or the investigation otherwise exceeds one-hundred eighty (180) days, no member will be disciplined 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 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.

**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.

## ARTICLE 9 - EXTERNAL INVESTIGATION PROCEDURES

**9.1 External Investigation Procedures.**

(A) When any City entity outside of the Department of Public Safety initiates an investigation in which a member will be either the focus or a witness, and the Department orders the member to participate in such investigation, the member shall have all rights that would otherwise apply to an investigation conducted by the Internal Affairs Bureau.

(B) When any non-City entity initiates an investigation in which a member will be the focus or a witness, the Division may order the member to appear before the investigating entity. Should such an order be issued, the member shall be provided a reasonable opportunity to meet with a Lodge Representative prior to complying with the order.

## 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.**
It is the policy of the City that corrective/disciplinary action shall be issued by the lowest level of supervision. 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. Such supervisor shall be held responsible and accountable for issuing appropriate disciplinary action. An immediate supervisor's decision or inaction shall not be modified unless the City can demonstrate reasonable justification for a different level of discipline. An immediate supervisor's recommendation to impose discipline at a higher level will require review by the

member's chain of command, in which case the final decision will be 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.

## 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.

**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 the incident which gave rise to the documented constructive counseling so long as there is no subsequent corrective/disciplinary action during 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 forfeiture 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.

**(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)** **Overturned/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 after 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 Section 10.10, 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 Sections 10.10 and 10.13 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 Sections 10.10, 10.12 and 10.13 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 the incident that gave rise to 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.

(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.

(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 sealed or destroyed. 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. The Deputy Chief shall either remove the inaccurate document, or attach the member's memorandum to the document in the file and note thereon the Deputy Chief's concurrence or disagreement with the memorandum's contents. 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.

## 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
(e) Police Net Operations Unit
(f) Field Training, Recruit and Advanced Training Units of the Training Bureau.
(g) Homeland Security Section Lieutenant and Terrorism Early Warning Unit (TEW - renamed Counter Terrorism Unit);
(h) Professional Standards Bureau Discipline/Grievance Lieutenants; and
(i) 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(l)(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(l), 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 Minority Recruiting Unit.

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) months 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, test 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.

**11.8 Seniority.**
Seniority as used in this Article 11 means a member's total service in a rank within the Division of Police.

## 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.

**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) <u>Arbitration Notification.</u> 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.

**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.

## 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.

## 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.

## ARTICLE 15 - PROMOTIONS

**15.1 Promotional Criteria.**
The following criteria shall be used for promotions:

(A) All ranks within the Division of Police shall be classified.

(B) All promotions shall come from within the Division of Police.

(C) All promotional vacancies shall be filled from eligible lists established by fair and objective promotional examinations in accordance with the promotional examination procedures set forth in Section 15.3.

(D) Promotions shall occur in the following order: Police Officer to Police Sergeant, Police Sergeant to Police Lieutenant, and Police Lieutenant to Police Commander.

(E) To be eligible for the next promotional examination, an applicant must have a least three (3) years of accredited service in the Division of Police as a Police Officer immediately prior to the giving of the examination for the rank of Police Sergeant, and at least one (1) year of accredited service in the Division of Police in the next lower rank immediately prior to the giving of the examination for each successive rank, unless a job analysis time-in-grade study mandates other time requirements.

(F) Promotional eligible lists shall be for two (2) years from the certification date of the eligible list.

(G) After promotional examinations have been conducted, the Columbus Civil Service Commission (Commission) shall prepare an eligible list ranking the candidates in the order of their combined scores and seniority, consistent with current test administration practice. All promotional vacancies shall be filled from a certification list developed from the eligible list.

(H) A new eligible list will be available as soon as practicable upon the expiration of the old eligible list.

(I) Seniority points shall only be added to passing scores, shall be credited towards promotional examination scores, and will be accumulated in the following manner:

(1) Five-tenths (0.5) of a point shall be awarded for each six (6) month increment during the first four (4) years of accredited service in the Division.

(2) Three-tenths (0.3) of a point shall be awarded for each six (6) month increment during the next ten (10) years of accredited service in the Division, for a maximum of ten (10) points.

(3) On promotional examinations for ranks above Police Sergeant, the above shall apply and, in addition, an applicant shall be awarded one (1) point for each of the first five (5) years of accredited service in the rank which makes the applicant eligible for the promotional examination.

(4) Thirty (30) days is equal to one month of accredited service. (A person with five (5) months and twenty-nine (29) days receives no credit.)

(5) The period of accredited service used to calculate seniority points will begin with the Revised Service Date as shown in the Sworn Seniority Roster in effect at the close of the filing period, and end with the date of the last test administration for the exam.

(6) Seniority Credit Charts for Promotional Tests:

**Seniority Credit for Sworn Service with the Division**

| Years of permanent service in classes eligible for promotion | Seniority Points |
|---|---|
| ½ Year | .5 |
| 1 Year | 1.0 |
| 1 ½ Year | 1.5 |
| 2 Years | 2.0 |
| 2 ½ Years | 2.5 |
| 3 Years | 3.0 |
| 3 ½ Years | 3.5 |
| 4 Years | 4.0 |
| 4 ½ Years | 4.3 |
| 5 Years | 4.6 |
| 5 ½ Years | 4.9 |
| 6 Years | 5.2 |
| 6 ½ Years | 5.5 |
| 7 Years | 5.8 |
| 7 ½ Years | 6.1 |
| 8 Years | 6.4 |
| 8 ½ Years | 6.7 |
| 9 Years | 7.0 |
| 9 ½ Years | 7.3 |
| 10 Years | 7.6 |
| 10 ½ Years | 7.9 |
| 11 Years | 8.2 |
| 11 ½ Years | 8.5 |
| 12 Years | 8.8 |
| 12 ½ Years | 9.1 |
| 13 Years | 9.4 |
| 13 ½ Years | 9.7 |
| 14 Years | 10.0 |

**Additional Seniority Credit for Sworn Service in the Current Promotional Rank**

| Years in current class | Seniority Points |
|---|---|
| ½ Year | .5 |
| 1 Year | 1.0 |
| 1 ½ Years | 1.5 |
| 2 Years | 2.0 |
| 2 ½ Years | 2.5 |
| 3 Years | 3.0 |
| 3 ½ Years | 3.5 |
| 4 Years | 4.0 |
| 4 ½ Years | 4.5 |
| 5 Years | 5.0 |

(J) All non-written portions of any promotional examinations shall be video recorded as a part of the test administration and each portion shall also be scored by a second panel of raters.

(K) To be eligible for the Police Commander exam or a noncompetitive appointment to the Police Deputy Chief class, an applicant must meet the rank and time requirements specified in the class minimum qualifications, and must have a baccalaureate degree from an institution accredited by an accreditation agency recognized by the U. S. Department of Education.

(L) Anchors for oral board exams may be behavior based and single barreled.

(M) The score for each dimension of the oral board exam shall be issued to the member.

**15.2 Lodge Consultation.**

The Administration understands the Lodge and the Commission have an agreement to provide the Lodge's testing expert(s) consulting status as to the development and administration of promotional examinations for members during the term of this Contract. The City and Lodge support and agree to the goal of the development of valid, objective, job-related promotional examinations which are fair and provide all members an equal promotional opportunity, and further commit their best efforts to assure this end. The Lodge's testing experts have the right to consult with the Commission's staff and/or testing experts retained by the Commission, and to review and monitor the development and implementation of promotional examinations for members during the term of this Contract. The Lodge's testing experts shall deal directly with the Commission's staff and/or testing experts retained by the Commission, and any information exchange or discussion resulting therefrom shall be subject to non-disclosure to the Lodge bargaining unit members only as it relates to test question security, including test question content.

**15.3 Promotional Examination Procedure.**

**(A)** The Commission intends to continue to administer four (4) part promotional examinations for the ranks of Police Sergeant and Police Lieutenant. These examinations shall consist of the following: (1) an open-book multiple-choice examination; (2) a closed-book multiple-choice examination; (3) a work sample component; and (4) an oral board component. The Commission intends to administer a two-part promotional examination for the rank of Police Commander. This examination shall consist of the following: (1) a work sample component; and (2) an oral board component. The Lodge's testing experts shall be provided a draft and a final copy of each part of all promotional examinations, together with the weightings for each part based on current

job analyses, prior to administration thereof, for review and comment, as provided in this Section 15.3.

**(B)** The development of certain test administration policies and procedures shall be discussed by a joint committee comprised of members appointed by the Commission and the Lodge.

**(C)** The procedures set forth in Section 15.3(A) shall apply to all promotional examinations given, unless the Commission provides the Lodge notice of intent to change parts of the examination process as specified in Section 15.3(A). Should the Lodge's testing experts be dissatisfied with the Commission's weighting for each examination part, the Lodge's testing experts shall notify the Commission. In either event, the Lodge's testing experts shall be consulted, permitted to participate in discussions with the Commission as to any intended change, and if the Lodge believes that an intended change or the Commission's weighting for each examination part is in conflict with any criteria enumerated in Section 15.1 and/or violates generally accepted professional standards, such proposed change(s) are subject to Sections 15.3(D) and 15.4.

**(D)** (1) The Commission will provide the Lodge's testing consultant(s) with final draft copies of the job analysis and the proposed test plan for the test development process together with documentation used by the Commission in completing these phases. The "test plan" shall include plans for: pretest candidate training, collection of content validity data, collection of other validity data (if used), documentation of validity including mapping back procedures, training for all subject matter experts (SME's), criteria for selection and training of panel members, determination of the test components and their content, the system to be used to combine scores from the phases to obtain the total examination score, and a tentative schedule of dates including the target dates the Lodge's testing consultant(s) should be provided with the draft and final copies of the job analysis, test plan, documentation, the target dates for test administration and test results release procedure. The Lodge's testing consultant(s) shall submit their comments, if any, to the Commission on the final draft copies of the job analysis and test plan within ten (10) working days of their receipt of these materials. Thereafter, the Commission shall provide to the Lodge's testing consultant(s) final copies of the job analysis and test plan. Any grievance relating to the job analysis or test plan as provided in Section 15.4 must be filed within five (5) working days of the date these final copies were received by the Lodge's testing consultant(s).

(2) The Commission will provide the Lodge's testing consultant(s) with final draft copies of each test phase and training objectives and materials, together with documentation used by the Commission in developing the test and pretest candidate training objectives and materials. Such documentation and test materials include test instructions, reading lists, test content, scoring keys, rating scales, scoring procedures, and test administration policies and procedures. These final draft test materials and access to related documentation shall be provided to the Lodge's testing consultant(s) at least ten (10) working days before test materials are put into final form. The Commission shall provide to the Lodge's testing consultant(s) final copies of test materials for review at least ten (10) working days before test materials are prepared for distribution to candidates. Any grievance relating to test construction or training of candidates, as provided in Section 15.4, must be filed within five (5) working days of the date final copies of the test materials and training materials and program are received by the Lodge's testing consultant(s). It is understood that final copies of the training material and program may be provided prior to submission of the final copies of the test materials, so that training of candidates can commence while final test construction is being completed, in which case any grievance regarding the training materials and program must be filed within five (5) working days of the date those documents are received by the Lodge's testing consultant(s).

(3) Only those items related to the grievance shall be stayed pending the outcome of the grievance/arbitration.

(4) The filing or processing of a grievance/arbitration shall not preclude the Commission from proceeding with test construction or test administration work that is not affected by and/or related to the grievance/arbitration.

(5) Notwithstanding the listing of specific times in paragraphs (D)(1) and (D)(2) of this Section within which grievances may be filed, the Lodge is not precluded from filing a grievance as to the violation of any other specific Section of this Article, provided that such grievance is filed within ten (10) working days after such alleged violation becomes known to the Lodge, pursuant to the procedure provided in Section 15.4. However, no grievance shall be filed after certification of the eligible list. The eligible list shall not be certified until at least ten (10) working days after the first date of publication of the tentative eligible list or two (2) working days after any protest decisions have been received by a protesting member, whichever date is later.

(6) The Commission shall provide, for continued test assessment and improvement, access to data files from which the Lodge's testing consultant(s) can perform statistical analyses of test results. The Lodge's testing consultant(s) shall provide the Commission with copies of any formal analyses or reports on test results. The Commission shall also provide to the Lodge's testing consultant(s), for continued test assessment and improvement, item analyses and other statistical analyses that the Commission performs except when such analyses are performed at the request of the City Attorney's Office.

**15.4 Dispute Resolution.**

(A) In the event the Lodge's testing expert(s) conclude that the promotional examinations, in whole or in part, or any proposed change(s) thereto, are in conflict with any criteria enumerated in Section 15.1 and/or violate generally accepted professional testing standards, the Lodge may file a grievance with the Public Safety Director alleging a breach of a specific provision or provisions of Section 15.1 and/or professional testing standards. The grievance shall also specifically identify the portion(s) of the promotional examination alleged to be deficient, and the remedial action sought by the Lodge.

(B) Pursuant to Sections 12.5(E)(4), (5), and (6) of this Contract, the Lodge's request for arbitration shall be immediately expedited to hearing within fourteen (14) calendar days after the Public Safety Director's receipt of the grievance, or as soon thereafter as practicable, and the arbitrator's award shall be issued not later than fourteen (14) calendar days following the hearing date, notwithstanding any provisions of Sections 12.5(E)(4), (5), and (6) to the contrary.

(C) The arbitrator shall be chosen by the City and the Lodge within five (5) days of the filing of the grievance. Prior to striking names from a panel of arbitrators requested from the American Arbitration Association, the parties shall endeavor to mutually agree to an arbitrator who is experienced and qualified in testing matters and professional testing standards relevant hereunder. The arbitrator, once chosen, shall continue to serve as the arbitrator under the provisions of this Article, unless either party within the ten (10) days after receipt of any arbitration award issued hereunder requests that a new arbitrator be appointed.

(D) At the arbitration hearing, the Commission shall present its position and offer proofs in support thereof and the Lodge shall present its challenge to the Commission's position and present its proofs in support thereof. The arbitrator shall determine whether or not the Commission's position is in

conflict with any criteria enumerated in Section 15.1 and/or violates generally accepted professional testing standards, and on such ground(s), affirm the position of the Commission or disaffirm it based upon the Lodge's challenge.

If the arbitrator affirms the Commission's position, the Commission shall proceed to the next stage of the testing process.

If the arbitrator disaffirms or modifies the Commission's position, the arbitrator shall formulate an appropriate remedy or require both the Commission and the Lodge to submit proposed remedial plans of action. Thereafter, the arbitrator shall elect the plan of action that most nearly effectuates the criteria in Section 15.1 and/or accepted professional testing standards and shall prescribe such plan as the resolution of the grievance. Such resolution shall be carried out by the parties, unless mutually modified. Thereafter, the Commission shall proceed to the next step in the testing process.

**15.5 One Round Modified Appeal Process Involving Subject Matter Experts.**
Notwithstanding Commission Rule XIII(F), the promotional examinations will utilize a modified appeal process, as outlined below, for the multiple-choice components of the examinations.

**(A)** **Subject Matter Expert Eligibility Criteria.** To be eligible to serve as a Subject Matter Expert (SME) for the purposes of multiple-choice appeals, the individual must be above the rank of the candidates being tested. The Division of Police, the Public Safety Department, and the Lodge will be afforded the opportunity to provide recommendations for individuals to serve as SMEs.

**(B)** **The Process.** The appeals will be anonymously presented to SMEs. The SMEs will provide a recommendation to the Commission Executive Director regarding the merits of the appeals. The Commission Executive Director retains the final decision-making authority with respect to the merits of the appeals.

Step 1. Candidates will submit written appeals as has been past practice.

Step 2. Candidates' appeals will be submitted anonymously to SMEs.

Step 3. The anonymous appeals will be grouped by item number to form "packets".

Each packet will only include:

(1) Appeals background – which merely specifies the item source and the keyed alternative.

(2) Verbatim appeals from the candidates.

(3) Original drafted test item and the reasons for each alternative as written by the item writer before the test was given.

(4) Copies of the item sources referenced by the item writer and the appellants. No summary of appeals or additional considerations will be included in these packets.

Each appeal panel consists of two SMEs. Copies of each packet will then be provided to each panel so that each member will have his/her own "set" of packets.

Step 4. SMEs from each panel will review their assigned packets and make an independent recommendation as to the merits of the appeals.

Step 5. The recommendations of the SMEs per panel will be summarized. In cases where the recommendations are unanimous, that recommendation will be submitted to the Commission Executive Director for final review and approval. In cases in which a consensus between the SMEs cannot be reached, a third SME will be consulted and the majority recommendation will prevail and be submitted to the Commission Executive Director for final review and approval. While the recommendations of the SMEs will generally prevail, the Commission Executive Director reserves the right to make the final determination as to the merits of the appeals. This determination will conflict with the recommendations of the SMEs only in cases where there is compelling evidence or clear justification for such a decision.

**15.6 Limited Appeal Process for Written Work Sample Component.**

If, during clerical review, a candidate believes they have identified an answer on the key that is incorrect they may submit an appeal to the Commission Executive Director. Such appeals shall be submitted in writing and anonymously. The Commission Executive Director reserves the right to make the final determination as to the merits of the appeals.

**15.7 Police Deputy Chief Appointments.**

Appointments to the Police Deputy Chief classification will be noncompetitive and will be made from the pool of Police Commander incumbents who apply and meet the minimum qualifications for the Police Deputy Chief classification.

**15.8 Limited Appointments.**
If the City contemplates the use of limited appointments to fill promotional vacancies, such contemplated action shall be communicated to the Lodge in writing, and it may be subject to the provisions of Section 38.4 of this Contract.

**15.9 Miscellaneous.**
It is the position of the parties that the subject of promotions, including the promotional examination process, is subject to the provisions of this Contract, and only to the extent not specified in this Contract, by the City Charter and the Rules of the Commission, as such Charter and Rules. Accordingly, this Contract, the City Charter, and the Commission Rules supplant in their entirety and are in lieu of the provisions of Ohio Revised Code Chapter 124 relative to promotions in municipal police departments. Nothing in this Section is intended to limit the ability of the City to revise the City Charter or the Commission Rules in the future, provided that any such revisions will not apply to members unless specifically agreed to by the Lodge.

## 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.

## 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 that are not being used under the supervision of a licensed physician.

(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) 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;

(C) 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;

(D) Abusing any prescription drug;

(E) 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.

**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 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), 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 ($32^o$-$38^oC$/$90^o$ - $100^o$ 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 $1^o$ C/$1.8^o$ 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 pager. 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 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 Physician 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 Physician 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. An initial positive alcohol level of .04 grams per 210L. of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive 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 negative, i.e., below the positive level, all records of the testing shall be expunged 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 Physician ("MRP").** The Medical Review Physician (MRP) 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 MRP 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 MRP 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 MRP 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 MRP. After full review, the MRP 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 MRP shall not provide any test results to the City and shall report the test results as negative. The MRP may verify a test as positive without interviewing the affected member if more than five (5) days elapse after the MRP first attempts to telephone the member. The MRP 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 MRP, 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 and provide the City 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;

(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) 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.

## ARTICLE 18 - HEALTH AND PHYSICAL FITNESS

**18.1 Scope.**
The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness.

The program is voluntary for all members employed prior to December 31, 2007. All such members are strongly encouraged to actively participate in the program and improve their level of health and fitness.

All members initially hired on or after January 1, 2008, are required to participate in the Physical Fitness Testing (PFT) each year. Those members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during an annual fitness evaluation will be eligible for special recognition and incentives. It is further agreed that such members will not receive discipline for their failure to achieve certain levels in the PFT nor will they be required to participate in the PFT where his/her physician does not provide written approval for the member to participate in the PFT in accordance with this Article 18.

**18.2 Program Design.**

Each member will have one opportunity to participate in the PFT program each year. The PFT program will consist of the following components (Section 18.7):

(A) Each member who elects to participate will be required to complete an annual physical examination on his/her own time, as provided for in Section 35.9 of this Contract.

(B) Members who are required to take the PFT as a condition of employment shall also complete a physical examination as provided for in Section 35.9 of this Contract, unless the parties agree otherwise. The Division will facilitate any necessary schedule changes to allow such members to complete the physical examination in on-duty status without incurring premium pay.

(C) Written approval from the physician who conducted the physical examination must be provided to the exercise physiologist prior to participating in the PFT.

(D) A comprehensive Health Risk Appraisal (HRA) questionnaire developed by the exercise physiologist will be required to be completed and provided to the exercise physiologist by those members who participate in the PFT program.

(E) Each member, if deemed medically able by the physician administering the physical examination, will have an opportunity to participate in a pre-scheduled PFT each year. The City will schedule any PFT during on-duty time.

(F) The member must complete all phases of the PFT (one opportunity per year) to be eligible for incentives and for the City to pay for the PFT.

(G) Upon satisfactory completion of the PFT, if the member meets or exceeds the established standards for special recognition or incentive, the exercise physiologist will notify the Division of Police that the member has met the standards. No notification of any kind will take place if a member takes the PFT and does not meet the incentive standard, although periodic composite information (not traceable to individual members' performance) concerning the overall health and fitness levels of members who participate, will be provided to the City.

**18.3 Health and Wellness Educational Program.**

Annually, a Health and Wellness Educational Program consisting of information about the benefits of improved health and fitness, wellness, good nutritional habits, etc. will be presented by an expert in the field. Members and immediate family members may attend during off-duty hours.

**18.4 Physical Fitness Test (PFT).**

The PFT will be administered by an Exercise Physiologist mutually agreed to by the City and Lodge and will consist of the following phases:

(A) **Flexibility.** Flexibility will be determined by using the Sit and Reach Test, which is conducted according to established protocol. Members will be evaluated in this event in accordance with standards set forth in Chart B.

(B) **Upper Body Strength.** Upper Body Strength will be determined by a one repetition maximal bench press performed according to established protocol. Members will be evaluated in this event in accordance with Chart C.

(C) **Lower Body Strength.** Lower Body Strength will be determined by a one repetition maximal leg press performed according to established protocol. Members will be evaluated in this event in accordance with Chart D.

(D) **Abdominal Strength and Muscle Endurance.** Abdominal Strength and Muscle Endurance will be determined through the performance of sit-ups performed according to a method determined by the physiologist and attending physician based on the member's past medical history and limitations. Members will be given one (1) minute to complete the sit-ups. Members will be evaluated in this event in accordance with Chart E.

**18.5 Body Composition Analysis.**

Body composition analysis is the measurement of a person's lean tissue (bone, muscle, etc.) and fat tissue. Body fat standards as set forth in Chart A are age and gender based adjusted to allow for the physiological differences of sex and the aging process.

At the time the PFT is conducted, a body composition analysis will be conducted using a method chosen by the physiologist. The results of the analysis will only be used for consultation with the member and will not be a phase of the PFT.

**18.6 Participation Incentive.**

To encourage participation in the program and improve health and fitness, any member employed by the City as of December 9, 2005, who participates in the PFT for the first time, who is not rated at least Level I, Level II, or Level III in every phase of the PFT, will receive one (1) additional day of vacation (8 hours) during the year of initial participation.

**18.7 Confidentiality.**

This program is designed to educate and encourage members to maintain good health and physical fitness. All records shall be maintained by the exercise physiologist. Periodic composite information (not traceable to individual members' performance) concerning the overall health and fitness levels of members who participate will be provided to the City.

**18.8 Incentive Program.**

Members who are rated as either Level I, Level II or Level III in every phase of the Physical Fitness Test are eligible to participate in the Incentive Program.

**(A) Vacation Incentives.**

(1) Members who are rated at least Level I in all phases of the PFT will receive an incentive of one (1) additional day (8 hours) of vacation accrual for the current year.

(2) Members who are rated at least Level II in all phases of the PFT will receive an incentive of a total of two (2) additional days (16 hours) of vacation accrual.

(3) Members who are rated at least Level III in all phases of the PFT will receive an incentive of a total of three (3) additional days (24 hours) of vacation accrual.

(4) Members are eligible to receive only the incentive set forth in either (1), (2), or (3) above.

(5) Members must re-qualify for incentives each year by applying for participation and meeting the Level I, Level II or Level III standards in all phases.

(6) Any member receiving vacation incentives in this section is not eligible for the participation incentive as provided in Section 18.6.

**(B) Incentive Pay.**

(1) For any calendar year in which twenty-five percent (25%) of the number of members employed as of January 1 of each year are rated as either Level II or Level III in every phase of the PFT then:

(a) Members who are rated at Level II in all phases of the PFT will receive three hundred dollars ($300.00) in a one-time lump sum payment.

(b) Members who are rated at Level III in all phases of the PFT will receive six hundred dollars ($600.00) in a one-time lump sum payment.

(2) For any calendar year in which fifty percent (50%) of the number of members employed as of January 1 of each year are rated as either Level II or Level III in every phase of the PFT then:

(a) Members who are rated at Level II in all phases of the PFT will receive six hundred dollars ($600.00) in a one-time lump sum payment.

(b) Members who are rated at Level III in all phases of the PFT will receive nine hundred dollars ($900.00) in a one-time lump sum payment.

(3) All lump sum payments referenced herein will be paid in February of the following year.

**(C) Incentive Recognition Awards.** Members who are rated as Level II or Level III in all phases of the PFT will be eligible to receive and wear the following awards:

(1) Members who are rated at least Level II in each phase of the PFT will receive the Physical Fitness Award Uniform Ribbon.

(2) Members who are rated at least Level III in each phase of the PFT will receive a Physical Fitness Award Ribbon with a Star, to denote superior fitness levels.

(3) Members receiving the incentive awards set forth in (1) and (2) above shall be eligible to wear said awards until the member fails to participate in the program in the following year, or fails to meet the Level II or III standards in all phases during the PFT in the following year.

## CHART A

## BODY COMPOSITION STANDARDS

| AGE | MALE | FEMALE |
|---|---|---|
| | | |
| 21-29 | 18 | 24 |
| 30-39 | 20 | 26 |
| 40-49 | 22 | 28 |
| 50-59 | 24 | 30 |
| 60 + | 26 | 32 |

## CHART B

## FLEXIBILITY

## (Standard Sit and Reach Test)

| | LEVEL I | | LEVEL II | | LEVEL III | |
|---|---|---|---|---|---|---|
| AGE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| | | | | | | |
| 21-29 | 15 | 18 | 17 | 20 | 18 | 21 |
| 30-39 | 14 | 17 | 16 | 19 | 17 | 20 |
| 40-49 | 13 | 16 | 15 | 18 | 16 | 19 |
| 50-59 | 12 | 15 | 14 | 17 | 15 | 18 |
| 60 + | 11 | 14 | 13 | 16 | 14 | 17 |

## CHART C

## UPPER BODY STRENGTH

## BENCH PRESS

## (Percent of Body Weight)

| | LEVEL I | | LEVEL II | | LEVEL III | |
|---|---|---|---|---|---|---|
| AGE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| | | | | | | |
| 21-29 | .75 | .50 | 1.06 | .65 | 1.14 | .70 |
| 30-39 | .71 | .48 | .93 | .57 | .98 | .60 |
| 40-49 | .67 | .45 | .84 | .52 | .88 | .54 |
| 50-59 | .64 | .43 | .77 | .46 | .79 | .48 |
| 60 + | .60 | .40 | .70 | .42 | .72 | .44 |

## CHART D

## LOWER BODY STRENGTH

## LEG PRESS
## (Percent of Body Weight)

| | LEVEL I | | LEVEL II | | LEVEL III | |
|---|---|---|---|---|---|---|
| AGE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| | | | | | | |
| 21-29 | 1.50 | 1.35 | 1.91 | 1.44 | 1.97 | 1.50 |
| 30-39 | 1.43 | 1.25 | 1.71 | 1.27 | 1.77 | 1.33 |
| 40-49 | 1.36 | 1.15 | 1.62 | 1.18 | 1.68 | 1.23 |
| 50-59 | 1.30 | 1.05 | 1.52 | 1.10 | 1.58 | 1.15 |
| 60 + | 1.24 | .95 | 1.42 | 1.05 | 1.48 | 1.10 |

## CHART E

## ABDOMINAL STRENGTH AND MUSCLE ENDURANCE

### SIT-UPS
### (One minute timed test)

| | LEVEL I | | LEVEL II | | LEVEL III | |
|---|---|---|---|---|---|---|
| AGE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| | | | | | | |
| 21-29 | 32 | 23 | 40 | 35 | 42 | 38 |
| 30-39 | 28 | 18 | 36 | 27 | 39 | 29 |
| 40-49 | 22 | 13 | 31 | 22 | 34 | 24 |
| 50-59 | 17 | 7 | 26 | 17 | 28 | 20 |
| 60 + | 13 | 2 | 20 | 8 | 22 | 11 |

## ARTICLE 19 - MISCELLANEOUS

**19.1 Safe Equipment.**
The City shall furnish and maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

**19.2 Layoffs.**
Should the City intend to institute a job abolishment or layoff action during the term of this Contract, it shall notify the Lodge at least sixty (60) days in advance of the intended effective date of this action and initiate negotiations concerning the effects of the intended action.

**19.3 Performance Evaluation.**
The parties agree that a performance evaluation system shall continue. The evaluation system or any subsequent changes to it will meet all standards set forth by the Commission on the Accreditation of Law Enforcement Agencies (CALEA) in the most current Standards Manual, provided that no CALEA standard will be adopted which conflicts with any provision of this Contract.

**(A)** The evaluation system shall include:

(1) A clear description of the uses of the evaluation and its role. It shall only be used to provide feedback to members to improve performance and guide their professional development. It will not be used in the promotional process or for any other purpose (positive or negative).

(2) Members will not be evaluated under this system until they have successfully completed their probationary period.

(3) The content and extent of the initial and ongoing training program for all supervisors who will be responsible for the ratings of members.

(4) Specific criteria to be used to measure and evaluate the level of performance of members consistent with the various job duties and responsibilities of positions.

(5) An appeal process that allows members to express their disagreement with their performance rating in writing. A formal chain-of-command review will be conducted if there is any disagreement. At any point that a member's objections are satisfied, the review process will stop.

(6) A requirement that explanatory comments will be made by the rater on all ratings.

(7) A requirement that raters will be evaluated by their supervisor with regard to the quality of ratings given to members. The supervisor will receive input from a sampling of the members rated prior to evaluating the rater.

(8) Members will receive a copy of their written evaluation.

(9) Written evaluations shall be filed in the member's master personnel file in the Division's Personnel Office for thirty-eight (38) months.

**19.4 Contracting Out/Civilianization.**

The City agrees not to hire any additional Public Safety Officers and further agrees not to contract out or civilianize any law enforcement duties performed by members of the bargaining unit(s), unless such matters are first discussed in good faith with the Lodge at a Labor Relations Committee meeting. If, after the Labor Relations Committee meeting, the City decides to proceed with the contracting out or civilianization of any law enforcement duties, the Lodge may utilize the arbitration procedure and any other relevant provisions of this Contract to contest the propriety of the decision to contract out.

The City of Columbus, with respect to any future annexations, will be the primary responder for local law enforcement services for any territory annexed into the City limits, and such territory shall be included in a cruiser district, excluding the Madison Township annexation pending as of April 1, 1997. This commitment is without prejudice to the City's right to enter into mutual aid agreements with other jurisdictions.

**19.5 Assignment of City-Supplied Motor Vehicles.**

The Chief of Police shall maintain a policy for the assignment of City-supplied motor vehicles, which shall provide:

(A) For continuation of the current motor vehicle policy for Bureau Commanders;

(B) For continuation of current assignment of City-supplied motor vehicles to members for remote-parking or take-home purposes until and unless the member changes work assignment or on-site parking is made available at the worksite for City-supplied vehicle;

(C) For assignment of City-supplied vehicles to other positions at the Chief's discretion, provided that when a City-supplied vehicle is to be assigned to a member for remote parking or take-home purposes, the member and the Lodge shall be informed in writing of the terms of such vehicle assignment prior to initiation of the assignment.

**19.6 Contract Copies.**

As soon as practical following the signing of this Contract, the City and the Lodge shall have printed, in booklet form, two thousand five hundred (2,500) copies of this Contract, three hundred (300) copies of which shall be provided to the City and the remainder shall be provided to the Lodge. The actual cost of printing this Contract, and any future printing beyond the two thousand five hundred (2,500) copies in an amount the parties may later agree is necessary, shall be shared equally by the City and the Lodge. The Lodge shall be responsible for distributing copies to members of the bargaining units.

**19.7 Fitness Examinations.**

If there is any question concerning a member's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require that the member have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. The City may also require at its expense any or all members to take a complete physical exam as often as once a year, with one week's notice to the member. The results of such exam (as well as the results of all other fitness exams referred to in this Section 19.7) shall be provided to designated City representatives and the member. Any physical examination shall not include testing for drugs and alcohol. The provisions of this Section are independent of and in addition to those set forth in Article 18 (Physical Health and Fitness).

**19.8 No Smoking.**

Smoking shall be prohibited in all City vehicles and in all City facilities.

## 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, 2013

| Class Title | Pay Period | A | B | C | D | E |
|---|---|---|---|---|---|---|
| Police Officer | Hourly | 23.61 | 24.77 | 26.03 | 31.09 | 36.16 |
| | Bi-Weekly | 1,888.80 | 1,981.60 | 2,082.40 | 2,487.20 | 2,892.80 |
| | Annual | 49,108.80 | 51,521.60 | 54,142.40 | 64,667.20 | 75,212.80 |
| Police Sergeant | Hourly | | | | | 42.65 |
| | Bi-Weekly | | | | | 3,412.00 |
| | Annual | | | | | 88,712.00 |
| Police Lt. | Hourly | | | | | 50.34 |
| | Bi-Weekly | | | | | 4,027.20 |
| | Annual | | | | | 104,707.20 |
| Police Cmdr. | Hourly | | | | | 59.39 |
| | Bi-Weekly | | | | | 4,751.20 |
| | Annual | | | | | 123,531.20 |

**(B)** Effective with the payperiod that includes December 9, 2014 (3%)

| Class Title | Pay Period | A | B | C | D | E |
|---|---|---|---|---|---|---|
| Police Officer | Hourly | 24.32 | 25.51 | 26.81 | 32.02 | 37.24 |
| | Bi-Weekly | 1,945.60 | 2,040.80 | 2,144.80 | 2,561.60 | 2,979.20 |
| | Annual | 50,585.60 | 53,060.80 | 55,764.80 | 66,601.60 | 77,459.20 |
| Police Sergeant | Hourly | | | | | 43.93 |
| | Bi-Weekly | | | | | 3,514.40 |
| | Annual | | | | | 91,374.40 |
| Police Lieut | Hourly | | | | | 51.85 |
| | Bi-Weekly | | | | | 4,148.00 |
| | Annual | | | | | 107,848.00 |
| Police Comm | Hourly | | | | | 61.17 |
| | Bi-Weekly | | | | | 4,893.60 |
| | Annual | | | | | 127,233.60 |

**(C)** Effective with the payperiod that includes December 9, 2015 (3.25%)

| Class Title | Pay Period | A | B | C | D | E |
|---|---|---|---|---|---|---|
| Police Officer | Hourly | 25.11 | 26.34 | 27.68 | 33.06 | 38.45 |
| | Bi-Weekly | 2,008.80 | 2,107.20 | 2,214.40 | 2,644.80 | 3,076.00 |
| | Annual | 52,228.80 | 54,787.20 | 57,574.40 | 68,764.80 | 79,976.00 |
| Police Sergeant | Hourly | | | | | 45.36 |
| | Bi-Weekly | | | | | 3,628.80 |
| | Annual | | | | | 94,348.80 |
| Police Lieut | Hourly | | | | | 53.54 |
| | Bi-Weekly | | | | | 4,283.20 |
| | Annual | | | | | 111,363.20 |
| Police Comm | Hourly | | | | | 63.16 |
| | Bi-Weekly | | | | | 5,052.80 |
| | Annual | | | | | 131,372.80 |

**(D)** Effective with the payperiod that includes December 9, 2016 (3.25%)

| Class Title | Pay Period | A | B | C | D | E |
|---|---|---|---|---|---|---|
| Police Officer | Hourly | 25.93 | 27.20 | 28.58 | 34.13 | 39.70 |
| | Bi-Weekly | 2,074.40 | 2,176.00 | 2,286.40 | 2,730.40 | 3,176.00 |
| | Annual | 53,934.40 | 56,576.00 | 59,446.40 | 70,990.40 | 82,576.00 |
| Police Sergeant | Hourly | | | | | 46.83 |
| | Bi-Weekly | | | | | 3,746.40 |
| | Annual | | | | | 97,406.40 |
| Police Lieut | Hourly | | | | | 55.28 |
| | Bi-Weekly | | | | | 4,422.40 |
| | Annual | | | | | 114,982.40 |
| Police Comm | Hourly | | | | | 65.21 |
| | Bi-Weekly | | | | | 5,216.80 |
| | Annual | | | | | 135,636.80 |

**20.2 Member's Contribution to Pension Fund.**

(A) That portion of the member contribution to the Fund of three and one-half percent (3.5%) 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, 2014, that portion of the member contribution to the Fund of three percent (3%) 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, 2015, that portion of the member contribution to the Fund of two and one-quarter percent (2.25%) 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, 2016, 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.

(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., 3.5%, 3%, 2.25%, 1.5% 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.

**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.

## ARTICLE 21 - PAY PLAN ADMINISTRATION

**21.1 The Plan.**
The five steps of "A," "B," "C," "D," and "E" 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) A Sergeant shall be paid at the rate established for Sergeant.

(G) A Lieutenant shall be paid at the rate established for Lieutenant.

(H) A Commander shall be paid at the rate established for Commander.

(I) 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.

(J) Wage rates shall be paid bi-weekly 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.

(K) 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.

(L) 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.

## 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 hourly rate for Police Officer

(2) Sergeant: Twenty percent (20%) over the hourly rate for Sergeant when acting as a supervisor on special duty (otherwise twenty percent (20%) over the "E" Step hourly rate for Police Officer)

(3) Lieutenant: Twenty percent (20%) over the hourly rate for Lieutenant when acting as a supervisor on special duty (otherwise twenty percent (20%) over the "E" Step hourly rate for Police Officer)

(4) Commander: Twenty percent (20%) over the 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 hundred twenty (320) hours of actual work during any two consecutive bi-weekly pay periods. This three hundred twenty (320) 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 (½) 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. Effective with the payperiod that begins March 1, 2015, 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.

**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-half (½) 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.

## ARTICLE 23 - SHIFT DIFFERENTIAL

**23.1 Shift Differential Pay Rates.**
Shift differential pay shall be paid at the rate of $.90 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.

## 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:

| YEAR | AMOUNT |
|---|---|
| 6 | $1,010 |
| 7 | $1,020 |
| 8 | $1,030 |
| 9 | $1,040 |
| 10 | $1,050 |
| 11 | $1,060 |
| 12 | $1,070 |
| 13 | $1,080 |
| 14 | $1,090 |
| 15 | $1,105 |
| 16 | $1,120 |
| 17 | $1,135 |
| 18 | $1,150 |
| 19 | $1,165 |
| 20 | $1,180 |
| 21 | $1,200 |
| 22 | $1,220 |
| 23 | $1,240 |
| 24 | $1,250 |
| 25 | $1,280 |
| 26 | $1,305 |
| 27 | $1,330 |
| 28 | $1,355 |
| 29 | $1,380 |
| 30 | $1,410 |
| 31 | $1,440 |
| 32 | $1,470 |
| 33 or More | $1,500 |

**24.2 Payment Date.**
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.

## ARTICLE 25 - CLOTHING AND EQUIPMENT ALLOWANCE

**25.1 Definition of Uniform and Equipment.**

(A) **Uniform and Equipment.** The City shall furnish uniforms and equipment to all members, at no cost to the member. The uniforms and equipment to be so provided shall consist of:

Winter Trousers
Summer Trousers
Summer Jacket
Coat (Lieutenants & Commanders)
Winter Coat
Winter Breeches
Summer Breeches
Winter Shirt
Summer Shirt
Body Armor and Carrier
Caps
Winter Hat
Raincoat
Uniform Shoes
Flight/Combat Boots
Motorcycle Boots
Gun Belt
Bullet Case
Ammunition Case
Handcuff Case
Holster
Ties
Rank Insignia
Rubber Glove Carrier (optional, at request of member)

(B) **Required Issue.** The City shall continue to furnish all other clothing and equipment traditionally furnished or as required by the Division for a member's assignment.

(C) **Initial Issue.** Upon initial appointment, the City shall furnish each recruit, at no cost to the employee, with the uniform and equipment set forth in this Section.

(D) **Replacement Parts.** The City shall be responsible for providing replacement parts to replace those parts that have become worn; damaged; otherwise unserviceable; lost or stolen, if not due to the member's negligence.

**25.2 Maintenance Allowance.**

(A) During the first payperiod of each year, a member shall receive a maintenance allowance, except that recruits who have not completed twelve (12) months of employment by January 1 shall be paid a prorated uniform maintenance allowance. Such proration shall be computed by dividing the number of payperiods worked as of January 1, by the number of payperiods in that year and then multiplying by the annual maintenance allowance.

(B) During the first payperiod of each year, beginning December 9, 2014, any member who customarily wears a uniform while working shall receive a maintenance allowance of $1,175.00.

(C) During the first payperiod of each year, beginning December 9, 2014, any member who customarily wears plainclothes while working shall receive plainclothes and maintenance allowance of $1,525.00.

(D) In determining who is eligible to receive the allowance in (B) or (C) above, the amount shall be decided by what assignment the member is in as of January 1 of each year.

**25.3 Uniform Committee.**
The Lodge shall have one voting member on the Division's Uniform Committee. The Uniform Committee shall research, discuss, and make recommendations to the Chief of Police concerning Division uniforms. Any proposed change(s) to the Division's uniforms shall be reviewed by the Uniform Committee, and the Committee shall make a recommendation to the Chief of Police regarding such proposed change(s) prior to a final decision by the Chief of Police.

**25.4 Body Armor.**

(A) All members are required as a condition of employment to wear body armor issued by the City as directed by the Division unless they sign the Division's official waiver, "Election Not to Routinely Wear Body Armor and Waiver". This waiver is only applicable to members hired prior to September 30, 2007. This waiver must have been signed and on file with the Division on or before February 28, 2012. At the conclusion of this period, all members not signing an official waiver will be required to wear their body armor in conformance with Division Directives.

Members hired after September 30, 2007 will not receive an opportunity to sign a waiver and are required to wear their body armor in conformance with Division Directives.

(B) The signing of the waiver by members as described herein will acknowledge that they are electing not to routinely wear body armor for their assignment even though it is encouraged by the Division and Lodge; and waive, in the event of injury or death when not wearing body armor, on their behalf and on behalf of their estates any claim for negligence and/or intentional workplace tort against the City for not requiring them to routinely wear body armor for their assignment.

All members will be required to wear body armor for certain high-risk operations, as specified by the Chief of Police, regardless of a waiver being signed and on file.

## 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
Memorial Day, the last Monday in May
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.

## ARTICLE 27 - VACATION TIME

**27.1 Vacation Year.**
The vacation year for members shall end at the close of business on the last day of the first payperiod that begins in the month of January.

**27.2 Conditions for Accrual.**
Each member shall accrue vacation leave by payperiod based on years of total service which is established in the schedules contained in Section 27.3 of this Article. Years of total service is defined to be the total of all periods of employment for the City of Columbus. Any periods of interruption of service due to resignation, layoff, or discharge for cause will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will begin on the first day of the first payperiod in which a year of service is completed.

**27.3 Accrual Schedule for Vacation.**
The following vacation accrual schedule is established:

| Years of Total Service | Vacation Hours Per Year | Vacation Hours Per Pay Period |
|---|---|---|
| Less than 3 yrs. | 96 hrs. | 3.693 hrs. |
| 3 yrs. but less than 6 yrs. | 148 hrs. | 5.692 hrs. |
| 6 yrs. but less than 14 yrs. | 204 hrs. | 7.846 hrs. |
| 14 yrs. but less than 20 yrs. | 228 hrs. | 8.769 hrs. |
| 20 or more yrs. | 252 hrs. | 9.692 hrs. |

**27.4 Maximum Accrual of Vacation.**
Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the close of business on the last day of the first payperiod that begins in the month of January.

| Years of Total Service | Maximum Accrual of Vacation Hours |
|---|---|
| Less than 3 yrs. | 288 hrs. |
| 3 yrs. but less than 6 yrs. | 444 hrs. |
| 6 yrs. but less than 14 yrs. | 612 hrs. |
| 14 yrs. but less than 20 yrs. | 684 hrs. |
| 20 or more yrs. | 756 hrs. |

**27.5 Additional Considerations.**

(A) At the end of each vacation year, a member shall be paid for any vacation balances in excess of the maximums fixed by this Article upon certification by the Public Safety Director, and the approval by the City Council that, due to emergency work requirements, it is not in the best interest of the City to permit a member to take vacation leave which would otherwise be forfeited as provided in Section 27.4.

(B) To be eligible for vacation accrual, a member must be in paid status for a minimum of seventy-two (72) hours within that payperiod, except for paid military leave.

(C) A member who is to be separated through discharge, resignation, retirement, or layoff and who has unused vacation leave, shall be paid in a lump sum (less applicable withholding and any amounts owed by the member to the City) for such unused vacation leave in lieu of granting such member a vacation leave after the member's last day of active service with the City. Such payment shall be paid at the member's hourly rate of pay at time of separation. Such payment for members who are separated through discharge, resignation, or layoff shall not exceed the maximum accrual in Section 27.4. Such payment for members who retire shall be permitted to exceed the maximum accrual in Section 27.4 only to the extent that the member's vacation leave account at the time of retirement exceeds the maximum accrual as a result of vacation time earned in the member's last "vacation year" as that term is defined in Section 27.1. Vacation balances over the maximum accrual of less than one (1) full hour shall not be paid.

(D) When a member dies while in paid status, any unused vacation leave shall be paid in a lump sum to the surviving spouse or, secondarily, to the estate of the deceased.

(E) All vacation leaves shall be taken at such time or times at the discretion of and as may be approved by the Public Safety Director or designee. Vacations should be scheduled as a normal procedure each year for not

less than the vacation earned in the previous year, preferably at one time and considering the maximum vacation time that may be accumulated. In December of each year, all members may select at least one vacation leave segment for the following year. Vacations shall be scheduled within each unit. Selection shall be done by seniority, with the most senior member having first choice of a vacation leave segment of not less than one (1) hour. Thereafter, this selection process shall continue by seniority with each member having the opportunity to select from the remaining hours available to the unit. When this process has been concluded with the least senior member being given the opportunity to make his/her choice of a vacation leave segment, any remaining vacation hours in a unit shall be subject to selection by repeating the process outlined above until members have had an opportunity to select all desired available pre-scheduled vacation.

(F) No member shall receive or be paid for a vacation until after such member has worked thirteen (13) payperiods for which the member has earned vacation credit; except that, when a member dies while in paid status prior to completing thirteen (13) payperiods of City service, the provisions of 27.5(D) shall apply.

(G) (1) A member hired by the City prior to July 5, 1987, who had prior full-time service with the State of Ohio or any political subdivision thereof shall have such time included as total service for the purpose of computing the amount of vacation leave accrual and maximum accrual under Section 27.3 and 27.4 of this Article. The period of such full-time service shall be certified by the State of Ohio or political subdivision as applicable.

(2) A member hired by the City on or after July 5, 1987, is entitled to have only prior full-time service with the City of Columbus counted as service for the purpose of computing the amount of vacation leave due under this Article.

(3) The provisions of this Article 27 shall be in lieu of any prospective or retroactive application of Section 9.44 of the Ohio Revised Code, it being expressly agreed by the parties that the Ohio Revised Code Section 9.44 shall have no application to members of the bargaining unit whatsoever.

(H) Any member ordered to work while on approved vacation leave shall be paid at one and one-half (1½) times the member's regular hourly rate for all hours worked unless the Police Chief declares an emergency exists in the City and all leaves are cancelled.

(I) Vacation leaves may be taken in multiples of one (1) hour.

# 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.

## 28.2 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. 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, and half-sister and persons who stand in loco parentis. [Note: This definition does not apply to the Family and Medical Leave Act.] [Incorporated from MOU #2012-02]

**(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 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.

**28.6 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.

(B) 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.

## ARTICLE 29 - TIME DONATION

**29.1 Time Donation.**

A member may at his/her discretion, donate paid vacation time out of his/her own vacation leave account to another member who has used all of his/her available paid leave time (including but not limited to vacation leave, sick leave, holiday leave, compensatory time, and personal emergency leave), due to catastrophic illness or injury of the member or to any person in the member's immediate family as defined in Section 28.2(A)(9). Any vacation time must be donated in one (1) hour increments. The member donating the vacation time must do so through the Division's Personnel Office on a form approved for this purpose by the Division's Personnel Office. Any member who is retained in paid status as a result of the use of vacation time donated by other member(s) as provided for in this Section shall not continue to accumulate any paid leave (including but not limited to vacation leave and sick leave) and shall not be eligible for sick leave incentive and personal emergency leave.

## ARTICLE 30 - INJURY LEAVE

**30.1 Injury Leave with Pay.**

The injury leave program is a benefit, separate and distinct from any Workers' Compensation benefit, intended to cover members injured on the job.

(A) All members shall be granted injury leave with pay not to exceed one hundred eighty (180) calendar days for each service-connected injury provided such injury is reported to the member's immediate supervisor not more than three (3) days from the date such injury occurs. For the purpose of calculating the use of injury leave, a member's days off shall not be counted unless the injury leave is taken on both the day before and the day after the member's days off. (For example, if a member is on injury leave on Monday, Tuesday, Wednesday, with days off on Thursday and Friday, and is again on injury leave on Saturday, the member would have used six (6) days of injury leave. If the member is on injury leave on Monday, Tuesday, and Wednesday, with days off on Thursday and Friday, and returns to duty or is on other leave on Saturday, the member would have used three (3) days of injury leave).

(B) Service-connected injuries are defined as injuries caused by the actual performance of the duties of the position. Injury leave shall be granted for all service-connected injuries and/or for injuries occurring while performing duties authorized by a member's supervisor. Cardiac disabilities shall be presumed to be service-connected injuries. Respiratory disabilities shall be considered on a case-by-case basis for determination of whether or not they are service-connected injuries. Injuries occurring off duty, except for cardiac and respiratory shall be presumed to be non-service connected unless the member can demonstrate that the member was engaged in the actual performance of the duties of a police officer.

(C) Pursuant to rules established by the City, time off for the purpose of medical examinations, including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from an on-the-job injury shall be charged to injury leave. Such time off shall be equal to the time of the examination and/or treatment and travel to and from the examination and/or treatment. A member who is scheduled to attend a Bureau of Workers' Compensation hearing or Industrial Relations Board (IRB) hearing shall be retained in his/her current pay status at the time of the hearing, if the member provides his/her immediate supervisor with proof of the hearing prior to the date of the hearing. Members in an unpaid status

shall be paid for the time of the hearing if injury leave is approved by the City. If the City disputes the injury leave, the unpaid member shall be retroactively paid if the injury is subsequently determined to be job related.

(D) If there is a recurrence of a previous service-connected injury, the member may be granted injury leave with pay not to exceed the balance of one hundred eighty (180) calendar days provided such recurrence is reported to the member's immediate supervisor not more than three (3) days from the date such recurrence occurs.

**30.2 Injury Leave Administration and Reporting.**

(A) A report of the cause of all injuries signed by the member's immediate supervisor and the Chief of Police shall be submitted to the Director of Human Resources within two (2) days of the date the injury is reported by the member on forms designated and furnished by the Director of Human Resources.

A member shall submit copies of all additional medical documentation and supporting documentation, which the member receives relating to the injury, as soon as practical, to the Division of Police Employee Benefits Unit (EBU). Any delay in submitting documentation may result in a delay of the decision to grant injury leave.

(B) The Director of Human Resources or designee has the responsibility to grant or deny (1) a member's initial request for injury leave with pay; (2) a member's request for injury leave upon a recurrence; and (3) a member's request for additional injury leave as provided in Section 30.6 of this Contract. A member on injury leave shall maintain regular contact with EBU during the period he/she is on injury leave. No injured member on leave shall be returned to work without the written approval of an attending physician. If, in the judgment of the Director of Human Resources, the injury is such that the member is capable of performing regular duties or restricted duties during the period of convalescence, the Director of Human Resources or designee shall so notify the member and the Division of Police in writing and deny injury leave with pay. Whenever a member is required to stop working because of an injury, the member shall be paid for the remaining hours of that day, or shift, at the member's regular rate and such time shall not be charged to leave of any kind.

(C) If a member's request for initial injury leave or for injury leave upon a recurrence is denied, the member may appeal the decision of the Director of Human Resources to the IRB, by written notice, filed with the Director of Human Resources or designee within ten (10) working days of the date of the member's actual receipt of written notification of the denial from the Director of Human Resources or designee.

(D) The IRB shall conduct a hearing to consider the member's appeal. The hearing shall be a record hearing, with all testimony recorded by a court reporter provided by and paid for by the City, or tape recorded, with the tape retained by the City for two (2) years. The IRB shall render a written decision within thirty (30) days after the close of the hearing. The IRB may request an extension of time beyond thirty (30) days from the Lodge President, and such extension shall not be unreasonably denied. The member and the Lodge President shall be provided a copy of the decision.

(E) The IRB, at the City's expense, may require a member to be examined by a licensed health care professional of the IRB's choice.

(F) The Lodge, through the Lodge President, may initiate arbitration as to any adverse decision of the IRB or by the Director of Human Resources with respect to denial of additional injury leave by providing the Director of Human Resources or designee written notice of the Lodge's intent to submit the matter to arbitration. This written notice must be submitted to the Director within fourteen (14) working days after the Lodge's receipt of the IRB's or Director's decision. Should arbitration be initiated, the City shall provide a copy of any record of the hearing before the IRB to the member and the Lodge, at the City's expense. The arbitration shall proceed under the provisions of Section 12.5(E) of this Contract. The arbitrator may require the injured member to be examined by a licensed health care professional, the cost to be split by the City and Lodge, where there are conflicting medical opinions from the member's attending health care professional and a City health care professional.

(G) A member may be carried on personal sick leave, vacation leave, or other designated leave pending approval of the member's request for injury leave. Should the Director of Human Resources, the IRB, or an arbitrator approve injury leave, the leave used by the member shall be restored to the member's credit upon injury leave approval. The Director of Human Resources or designee is to be notified when a member has been injured in a major incident in the line of duty, in which case the Director of Human Resources is authorized to grant approval of injury leave immediately. If injury leave is not approved by the Director of Human Resources, the member shall be charged the designated leave initially used. In any instance of wage payment by both the City and the Ohio Bureau of Workers' Compensation for the same day or days, the member shall promptly provide full reimbursement of the amount received from the City to the City, less any sick leave used to supplement Workers' Compensation payments.

(H) The provisions of this Article shall be administered by the Director of Human Resources and the IRB who shall make necessary rules, devise

forms, keep records, investigate cases, and make decisions on allowance of pay for time off duty as provided by this Article, subject to the provisions herein.

(I) When a member's injury is to be considered by the IRB, the President of the Lodge, or designee, shall be notified by the IRB and be permitted to be present during the hearing and present any evidence on behalf of the member.

(J) Any injury leave which is granted for reasons permissible under an FMLA leave shall, for record keeping purposes, be counted as FMLA leave and shall count toward the twelve (12) week per year limitation for the length of an FMLA leave. The provisions of this subsection 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.

**30.3 Certification of Workers' Compensation Claims.**

(A) The City shall continue to allow a procedure of carefully and independently reviewing each workers' compensation claim prior to making the decision to certify or not to certify the claim. Such procedure shall include, when appropriate and applicable, the following:

(1) Taking oral or written statements from claimant, supervisor, and/or witnesses.

(2) Reviewing medical records.

The City, upon the conclusion of its review of each claim, shall notify the affected member, in writing, of the City's decision to certify or not to certify the claim and, where possible, the reason for any claim rejection.

(B) Without prejudice to the City's position with respect to review and certification of injury leave and workers' compensation claims, the City shall send to the Ohio Bureau of Workers' Compensation each business day a copy of all Division accident report forms received that day.

**30.4 Insurance Continuation.**

The City agrees to continue the insurance benefits for a member who is on approved injury leave or is receiving payments in lieu of wages from the Ohio Bureau of Workers' Compensation or who has exhausted approved injury leave granted pursuant to this Article, until that member can return to paid status, resigns, retires, or is terminated.

**30.5 Secondary Employment.**
Members will not be eligible for injury leave benefits for any injury sustained during secondary employment, except those injuries sustained by the member when engaged in the active exercise of police powers.

**30.6 Additional Injury Leave.**
If a member is unable to return to regular duty after exhausting his/her available injury leave due to a serious medical condition or complication relating to the injury, the member may apply for up to one hundred eighty (180) calendar days of additional injury leave and this application shall be considered on a case-by-case basis by the Director of Human Resources. The member and Lodge President shall be provided a copy of any denial for additional injury leave. This additional injury leave shall be granted if supported by appropriate medical documentation of the serious medical condition or complication and the member, during the period of initial injury leave, has followed prescribed medical treatment.

## ARTICLE 31 - SPECIAL LEAVES

**31.1 Special Leave.**
In addition to other leaves authorized herein, the Public Safety Director may authorize special leave of absence with or without pay for purposes beneficial to the member and the City.

**31.2 Jury Duty Leave.**
A member, while serving upon a jury in any court of record in Franklin County or adjoining counties of Delaware, Licking, Fairfield, Pickaway, Madison, or Union shall be paid the member's regular wage for each of the workdays during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury fees to the Administrative Deputy Chief who shall then deposit such funds with the City Treasurer. Time so served shall be deemed active and continuous service for all purposes.

**31.3 Examination Leave.**
Time off with pay shall be allowed to members to participate in promotional tests or to take a required examination, pertinent to their City employment, before a State or Federal licensing board.

On-duty members who take the Police promotional exam will be permitted time off with pay for the actual hours of such exam. Members from second, evening mid-watch, or third shifts who take the exam will be credited four (4) hours for each phase of the exam for any leave time taken for test preparation on their respective shift the day immediately preceding the exam.

**31.4 Court Leave.**
Time off with pay shall be allowed members who are required to attend any court of record as a witness for the City of Columbus in civil matters. Upon receipt of payment for witness service, the member shall submit witness fees to the Administrative Deputy Chief who shall then deposit such funds with the City Treasurer.

**31.5 Betty Brzezinski Living Organ Donor Leave.**
A member in active service will be eligible to receive regular pay for up to two hundred forty (240) hours of leave per year for the member's donation of any portion of an adult liver, lung or pancreas or because of the member's donation of an adult kidney.

A member in active service is eligible to receive regular pay for up to fifty-six (56) hours of leave per year for the member's donation of adult bone marrow.

Such leave shall be charged as Family Medical Leave (FMLA) as provided in Article 32 of the contract and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave provided the member qualifies as provided in Section 32.1.

Paid time off pursuant to this Section is subject to review of appropriate medical documentation by the Director of Human Resources or designee.

## 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 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.

**32.8 Substituted Paid Leave.**

(A) Accrued sick leave must be substituted for any unpaid FMLA leave taken due to the member's own serious health condition. After sick leave is exhausted, a member absent due to his/her own serious health condition may use vacation, compensatory time, holiday leave and/or Personal Emergency Leave as provided in 32.8(B) herein. However, usage of sick leave will not be required while a member is awaiting approval of or receiving workers' compensation wage payments.

(B) Accrued but unused vacation, compensatory time, holiday leave and/or Personal Emergency Leave (and no other leave time) may be substituted, at the member's option, for any otherwise FMLA unpaid leave taken for any reason.

**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 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.

**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.

## ARTICLE 33 - MILITARY LEAVE

**33.1 Military Leave.**

**(A) Paid Leave.**

(1) Military Leave of Twenty-Two Days or Less. Members who serve in the Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, or the U.S. Naval Reserve (defined as “military duty”) shall be granted military leave of absence without loss of pay for a period or periods not to exceed twenty-two (22) eight (8) hour days or one hundred seventy-six (176) hours during each payroll year when a member is ordered to active duty, when a member is ordered to military training exercises conducted in the field, when a member fulfills his/her unit training assembly requirements, and/or when the Governor of the State of

Ohio or the President of the United States declares that a state of emergency exists, and the member is ordered to active duty for purposes of that emergency.

A member's regular wages shall be paid for the period or periods of time so served without deduction or offset for whatever amount such member may receive as military base pay.

(2) Military Leave In Excess of Twenty-Two Days.

(a) Where it is to the advantage of the City and on the approval of the Chief of Police, military leave of up to fifteen (15) additional eight (8) hour days (or one hundred twenty (120) hours) may be granted annually, provided that the member is to be paid his/her regular wages for the time so served, less one (1) day military base pay for each day he/she would otherwise have been scheduled to work for the City while on military duty.

(b) If paragraph (2)(a) above is not applicable, where a member is called to military duty for a period or periods in excess of twenty-two (22) eight (8) hour workdays (or one hundred seventy-six (176) hours) in any one (1) payroll year, because of an executive order issued by the President of the United States or an act of Congress during the period designated in the order or act, the member is entitled to a military leave of absence and is to be paid during each additional twenty-two (22) eight (8) hour workdays (or one hundred seventy-six (176) hours), the lesser of the following: (1) The difference between the member's regular wages and the sum of the member's gross uniformed pay and allowances received, or (2) five hundred dollars ($500).

(3) Use of Vacation Leave. Instead of or in addition to the paid military leave provided by paragraph (A)(2) above, a member may, at his/her option, use vacation leave when ordered to military duty where the provisions of paragraph (A)(1) above are not applicable.

**(B) Military Leave Without Pay.** A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Such leave of absence shall be governed by the following principles:

(1) An eligible member shall retain the rank, pay step, and seniority applicable to the member at the time of enlistment, induction, or call

into the active service of the Armed Forces of the United States of America, or any branch thereof.

(2) Any member who has entered the service as stated above, upon an honorable discharge or a discharge with honorable conditions from the service and establishment of the fact that the member's physical and mental condition has not been impaired to the extent of rendering the member incompetent to perform the duties of the position, shall be returned to the position the member held immediately prior to the member's enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to the position within ninety (90) days of receiving an honorable discharge from the Armed Forces or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "Armed Forces of the United States," as used in this Section, shall be deemed to include such services as designated by the Congress of the United States.

(4) Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

(5) Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

## 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. 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.

## ARTICLE 35 - INSURANCE

**35.1 Hospitalization, Surgical, Major Medical, and Prescription Drug.**

**(A)** The City shall provide hospitalization, surgical, major medical, physician's services coverage and prescription drug coverage for eligible members. The City shall continue to pay all premiums for single and family coverage, except as provided in Section 35.11. All current benefit levels shall be maintained with the exception of any modifications listed herein.

(1) Newborns' and Mothers' Health Protection Act of 1996 SB 199 (NMHPA) provides the following minimum coverage for maternity benefits: at least forty-eight (48) hours inpatient hospital care following a normal vaginal delivery; at least ninety-six (96) hours inpatient hospital care following a cesarean section; and physician directed follow-up care. Effective November 8, 1998, language amended the original Bill so that the minimum stay requirements are not applicable if the mother and attending provider mutually consent that the mother and child can be discharged early.

(2) Effective with prescriptions dispensed on or after August 1, 2004, prescription drug deductible/co-payment charges are not payable under this medical contract.

(3) In accordance with the Mental Health Parity Act of 2008 (MHPA), mental health office visits will be subject to the standard 10 percent coinsurance and not subject to frequency limits.

**(B)** Effective January 1, 2014, insured members are eligible to receive certain preventive care services, based upon age, gender and other factors, without cost-sharing (copayments, coinsurance and deductibles). These preventive services must be provided by doctors and health care professionals within the City's plan provider network. The preventive health services that must be covered without cost-sharing requirements are those based on the requirements stated below:

(1) Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF), including certain preventive care for women, such as mammograms, cervical cancer screenings and prenatal care;

(2) Immunizations for routine use in children, adolescents and adults that are currently recommended by the Centers for Disease Control and Prevention (CDC) and included on the CDC's immunization schedules;

(3) Strong scientific evidence-informed preventive care and screenings for infants, children and adolescents, as provided for in the Health Resources and Services Administration (HRSA) guidelines; and

(4) As noted above, a set of additional evidence-based preventive services for women recommended by the Institute of Medicine and supported by the Health Resources and Services Administration (HRSA).

Preventive services that are excluded from the above agencies' recommended lists shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum.

Preventive services rendered by non-network providers shall be subject to the annual deductible, co-insurance, and out-of-pocket maximum and ten percent (10%) penalty.

Insured members should contact the City's health plan administrator prior to obtaining preventive services for determination of preventive services coverage.

**(C)** The City shall maintain preventive coverage and limits for the following service:

(1) provide coverage for one (1) baseline mammogram for women 35-39 years old.

**(D) Prescription Drug.**

(1) Prescriptions will be limited to a thirty (30) day supply under the prescription drug ID card program and direct reimbursement program, the member shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollar ($25.00). The five-dollar ($5.00) co-pay applies to prescription allergy serums received in a physician's office under the prescription reimbursement program.

(2) Mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the member shall be responsible for a ten dollar ($10.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars ($20.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is fifty dollars ($50.00).

Maintenance drugs may be obtained through the mail order program**.**

(3) Prescriptions will be limited to a thirty (30) day supply under a prescription Drug Preferred Provider Organization (PPO) arrangement, the member shall be responsible for a five dollar ($5.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written "dispense as written" and a generic equivalent exists, the co-pay is twenty-five dollar ($25.00) for participating pharmacies. If participating pharmacies are not used, an additional ten dollar ($10.00) co-pay shall be imposed.

For Retail Prescriptions:

| **Drug Type** | **Co-Pay** |
|---|---|
| Generic drugs | $5.00 each |
| Brand name drugs where generic is not available | $10.00 each |
| Patient choice of brand name drug | $25.00 each |

For Mail Order Prescriptions (Up to 90 day supply):

| **Drug Type** | **Co-Pay** |
|---|---|
| Generic drugs | $10.00 each |
| Brand name drugs where generic is not available | $20.00 each |
| Patient choice of brand name drug | $50.00 each |

(4) Additional Services Not Covered.

Drugs deemed not medically necessary: cosmetic drugs; antiobesity drugs; fertility drugs.

(5) Misuse of Prescription Drug Program.

Misuse or abuse of the prescription drug program may result in the suspension of the member's prescription drug card privileges for the abusing member or dependent for a period of twelve (12) months.

As used herein, misuse or abuse of the prescription drug program occurs when the member or dependent pleads guilty or is found guilty in a court of competent jurisdiction of a criminal charge relating to the misuse or abuse of prescription drugs or that the member or dependents are referred to or diverted to a drug treatment rehabilitation program in lieu of a criminal conviction.

It shall be mutually understood that when a member's or dependent's privileges are suspended for the misuse or abuse of the prescription card drug program, the benefits of the program shall continue for any other family members determined not to be involved in the misuse or the abuse of the program, through the direct reimbursement program.

## 35.2 Cost Containment.

### (A) Medical Utilization Review.

(1) Pre-admission Certification.

If a member or a dependent is informed that a non-emergency inpatient admission is necessary, the admission must be pre-certified by the City's medical Utilization Review Administrator. If no pre-certification was made or the hospitalization was determined not to be medically necessary, a ten percent (10%) coinsurance will be applied, in addition to the deductible and coinsurance provisions. This ten percent (10%) coinsurance does not apply to the out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the member will be responsible for all charges of medically unnecessary care.

(2) Assigned Length of Stay.

Once an elective admission has been pre-certified, a length of stay is assigned. If the hospital stay extends beyond the assigned length of stay, all charges for the additional days of stay will be subject to a ten percent (10%) coinsurance, in addition to the deductible and coinsurance provisions. This ten percent (10%) coinsurance does not apply to the out-of-pocket maximum. Medically necessary care will constitute justification for certification of a length of stay extension by the Utilization Review Administrator.

(3) Continued Treatment and Technological Review.

Certain outpatient non-emergency therapy, outpatient continued treatment, and advanced technological treatments recommended by a member's attending physician will require the City's medical Utilization Review Administrator's approval. These treatments will include:

(a) Therapy

(1) Physical Therapy
(2) Occupational Therapy

(b) Advanced Technological Procedures

(1) Magnetic Resonance Imaging (MRI)

(2) Lithotripsy
(3) Ultrasound imaging during pregnancy
(4) Angioplasty

(c) Treatment

(1) Chiropractic
(2) Podiatric

Once a member's physician informs the member that it is medically necessary for the patient to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an ongoing basis, the member must contact the City's medical Utilization Review Administrator to obtain continued treatment authorization. Also, if the member's physician instructs the patient to receive any of the listed advanced technological procedures, it is necessary for the member to contact the City's Utilization Review Administrator to obtain pre-treatment authorization.

In the event the member does not obtain authorization for continued therapy, treatment, or technological review, the member will be responsible for ten percent (10%) of the total charges, in addition to the member's deductible, co-payment and out-of-pocket maximum provisions. In the event the care the patient receives is determined to be medically unnecessary, the member will be responsible for all medically unnecessary care.

(4) Planned Discharge Program.

In the event a member or dependent is hospitalized and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting.

(5) Mandatory Second Surgical Opinion.

For all inpatient and outpatient non-emergency surgeries, a second surgical opinion may be required as directed by the Utilization Review Administrator. The second opinion shall be covered at one hundred percent (100%) of the reasonable charges. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of reasonable charges. If a second opinion is not obtained for the surgeries, a ten percent (10%) coinsurance shall be applied, in addition to the deductible and coinsurance provisions. This ten percent (10%) coinsurance does not apply to the out-of-pocket maximum.

Based on medical information obtained prior to the surgery, the City's medical Utilization Review Administrator may waive the mandatory second surgical opinion requirement in specific cases.

(6) Medical Case Management.

This program allows a consultant to review a patient's medical treatment plan to determine whether the covered person qualifies for alternate medical care. The determination of eligibility for patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers. The Utilization Review Administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment benefits refer to expenses that are payable as covered expenses under the medical plan.

**35.3 Vision Care Plan.**

The City shall maintain the current no-deductible vision care plan for all eligible members:

**(A) Non-Panel Reimbursement Schedule.**

| | |
|---|---|
| Professional Fees | |
| Examination up to | $35.00 |
| Materials | |
| Single Vision Lenses, up to | $ 35.00 |
| Bifocal Lenses, up to | $ 50.00 |
| Trifocal Lenses, up to | $ 60.00 |
| Lenticular Lenses, up to | $ 90.00 |
| Frames, up to | $ 35.00 |
| Contact Lenses necessary | $170.00 |
| Cosmetic (for spouse and dependents only) | $ 90.00 |
| Cosmetic (for members only) | $150.00 |

**(B) Panel Retail Frame Allowance.** The panel retail frame allowance is $135.00.

**35.4 Dental Care Plan.**

The City shall maintain the current dental coverage for all eligible members, including maximum dental care of one thousand five hundred dollars ($1,500.00) per person, per year, and orthodontics of one thousand eight hundred fifty dollars ($1,850.00) coverage.

In addition a voluntary dental PPO shall be available to members that allows voluntary selection of a participating provider that will result in no balance billing over reasonable charges. All existing co-insurance levels and exclusions continue to apply.

**35.5 Life Insurance.**
The City shall provide a one hundred thousand dollar ($100,000) life insurance benefit for members who die while employed by the City.

**35.6 Prepaid Legal Insurance.**
The City shall make available a payroll deduction for members to voluntarily continue a group Prepaid Legal Services Plan designated by the Lodge.

**35.7 Personal Liability Insurance.**
The City agrees to furnish, at no cost to members, liability insurance for the purpose of insuring members from liability for errors or omissions committed in the performance of their duties as City employees. In the alternative, the City shall self-insure this benefit.

**35.8 New Member Eligibility.**
Members hired after December 13, 1987, shall be eligible for hospitalization, surgical, major medical and physician's services benefits, prescription drugs, and life insurance on the first of the month following their date of hire. Such members shall be eligible for vision care and dental care on the first of the month following completion of three (3) months of continuous City service. Members shall be eligible for physical examination benefits on the first of the month following completion of one (1) year of continuous City service.

**35.9 Physical Examinations.**
The City shall maintain the current physical examination coverage except that a stress test will not be payable under the physical examination benefit unless deemed medically necessary. The sole exception to this limitation on the stress test will be the first clearing examination for authorization to participate in the physical fitness program as outlined in Article 18, where the member’s physician determines a stress test is necessary to provide medical authorization to participate. If a stress test is deemed medically necessary or provided pursuant to a physician's initial authorization to participate in the physical fitness program, the City will pay eighty percent (80%) of the stress test and stress test interpretation up to a maximum of $250.00 in charges.

If a mammogram and pap smear are done independent of the annual physical, they will not be counted against the annual physical benefit.

**35.10 Communicable Disease Testing.**
At no charge to the member, the Division shall contract with a twenty-four (24) hour medical facility to test officers who may have been exposed to communicable diseases, chemicals, noxious fumes, and/or smoke while in the performance of their duties.

**35.11 Premium Contribution.**

Members will be charged a monthly premium for participating in the City's insurance program that shall be paid through an automatic payroll deduction. The monthly insurance premium shall be an amount equal to ten percent (10%) of the negotiated insurance base. Effective with the pay period that includes April 1, 2017, the monthly insurance premium shall be an amount equal to twelve percent (12%) of the negotiated insurance base. The negotiated insurance base shall be the total actual cost to the City of the claims and administrative fees for medical, dental, vision and prescription drugs for members of both bargaining units for the preceding benefit year of February 1 through January 31. The premium will be established as single and family rates. Half of the monthly premium will be deducted each payperiod not to exceed the total monthly premium.

**35.12 Pre-Tax Benefits.**

A voluntary pre-tax dependent care and pre-tax insurance premium program offered by the City of Columbus or its appointed administrator will continue to be offered. Subsequent enrollments will be offered to new members at the time of hire; existing members may enroll during open enrollment month each year.

Insurance premiums: Each participant who elects to pre-tax the monthly insurance premium must complete the necessary election form that authorizes the City payroll to pre-tax that premium.

Dependent care program: Each participating member who elects to enroll in the dependent care program will determine an amount to be pre-taxed biweekly through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in Internal Revenue Code.

Amendments to the annual pre-tax maximum can only occur during open enrollment month, on the annual plan renewal date, or when a change in status occurs.

Participants will submit allowable claims to the City's plan administrator. Remittance from the participant's dependent care account will be sent directly to each plan participant. Amounts, for which a participant does not have an eligible claim, will be forfeited. These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

**35.13 Administrator Selection.**

The City will provide the Lodge with the opportunity to offer input on the bidding for and selection of a third-party insurance administrator, PPO plans or insurance company for plans referred to in this Article. The Lodge will designate one (1) representative with whom Employee Benefits/Risk Management will deal in connection with the bidding and selection process. The City shall, as a part of this process, provide the Lodge with the City's projections as to the aggregate discounted savings for each of the bidders, if applicable. The City shall not be required to provide copies of or access to any agreements that are between the bidders and the providers or other proprietary

information, for which the City has pledged, in writing, confidentiality to the bidders. The City reserves the right to make the final selection of third-party insurance administrators or insurance companies.

**35.14 Insurance Committee.**
During the term of this Contract, the City may establish a joint Labor-Management Insurance committee to discuss concerns regarding insurance and invite members of other bargaining units to participate. If other bargaining unit representatives agree to participate, then the union membership shall be in proportion to the size of the bargaining units participating. The number of City representatives on the Committee shall not exceed the total number of Union representatives.

## ARTICLE 36 - MISCELLANEOUS ECONOMICS

**36.1 Field Training Officers.**
The City and the Lodge desire to encourage members to volunteer to participate as Field Training Officers. A Field Training Officer who works a five (5) day eight (8) hour workweek shall receive twelve (12) hours of vacation leave in addition to normal accruals for each first, second, or third coaching period of twenty (20) days when such officer has performed the role of Field Training Officer for at least seventeen (17) days of the twenty (20) day period. For coaching during the three-week 4th phase, such Field Training Officer shall receive eight (8) hours of vacation leave in addition to normal accruals when such officer has performed the role of Field Training Officer for at least fourteen (14) days of the fifteen (15) day period.

If a Field Training Officer works a four (4) day ten (10) hours workweek, he/she shall receive twelve (12) hours of vacation leave in addition to normal accruals for each first, second, or third coaching period of sixteen (16) days when such officer has performed the role of Field Training Officer for at least thirteen (13) days of the sixteen (16) day period. For coaching during the three-week 4th phase, such Field Training Officer shall receive eight (8) hours of vacation leave in addition to normal accruals when such officer has performed the role of Field Training Officer for at least eleven (11) days of the twelve (12) day period.

**36.2 Purchase of Service Handgun.**
A member who honorably retires from active duty may purchase his/her service handgun from the Division of Police and shall be entitled to receive a badge signifying the member's retired status. The cost of the service handgun shall be $1.00. A member who retires, is reinstated and retires a second time, shall not be eligible to purchase his/her service handgun nor be entitled to receive a second badge.

If a member is marked-off for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service handgun and/or badge, unless the member provides the Division of Police with a statement within ninety (90) days of the member's retirement from a psychiatrist or licensed psychologist that the member is competent to receive his/her service handgun and/or badge. If such a statement is provided to the Division within ninety (90) days of the member's retirement, the member shall be given the opportunity to purchase his/her service handgun and/or shall receive his/her badge.

In the event that a member retires in a dishonorable status due to a pending administrative investigation, the member's badge and gun will not be released. However, at the conclusion of said investigation, the member's Deputy Chief will make a final determination as to whether the badge and gun will be permanently withheld. The reasonableness of that decision shall be subject to the Grievance Procedure.

**36.3 Executive Time.**

Bureau Commanders shall be entitled to executive time. Executive time shall not be taken in lieu of any hours for which holiday pay is being earned. All hours taken as executive time shall be reported by Bureau Commanders to their respective Deputy Chief.

## ARTICLE 37 - SENIORITY

**37.1 Definition.**

Seniority as used in this Contract shall be defined as a member's continuous service in rank within the Division of Police. The seniority roster as maintained by the Division of Police shall contain the seniority listing of all members for purposes of this Article.

**37.2 Seniority Calculation.**

**(A)** The seniority date for a member below the rank of Police Sergeant shall be the date of the member's employment as a Police Officer with the Division. If members have the same seniority date, then:

(1) For members hired prior to December 8, 2011, seniority shall be determined by each member's seniority number as of December 8, 2011.

(2) For members hired on or after December 8, 2011, seniority shall be determined by each member's academy class rank, with the highest ranked member having the most seniority.

**(B)** The seniority date for a member in the rank of Police Sergeant or above shall be the date of the member's promotion into the member's current rank, except as modified by Section 21.2. If members have the same seniority date, then seniority will be determined by each member's rank on the eligible list, with the highest ranked member having the most seniority.

**(C)** Any member who disputes his/her seniority shall first try to resolve the issue with the Division's Personnel Office.

**37.3 Continuous Service.**

(A) The following shall be considered a break in continuous service: (1) Discharge; (2) Service retirement; (3) Disability retirement (subject to applicable state law); (4) Layoff (as provided in Civil Service Commission Rules); (5) Resignation; and (6) Death.

(B) Notwithstanding Sections 21.3(C) and 37.3(A), in the event a member is reemployed or reappointed following layoff or disability retirement, the member's previous continuous service in rank with the Division of Police will be counted for purposes of seniority.

(C) Any time in unpaid status of greater than eight (8) hours, except for military leave without pay and Family Medical Leave without pay, will adjust a member's seniority date by the total number of unpaid hours.

(D) The seniority date of a member who is reinstated to employment as the result of an arbitration award or other legal process shall be the member's seniority date, unless specified otherwise in the order of agreement for reinstatement subject to any adjustments as set forth in Section 37.3(A).

**37.4 Demotions.**

When a member is demoted, the member's seniority in the lower rank shall be determined by the member's original appointment or promotion date for that rank with reference to Section 37.2(A) or (B).

**37.5 Returning to Employment.**

The following contract provisions shall apply to members who are reemployed or reappointed on or after December 8, 2008 following a break in service:

(A) As to eligibility for Longevity Pay under Section 24.2, a reappointed member who was initially hired prior to December 4, 1993 shall have his or her longevity pay based upon his or her total years of service. A reappointed member who was initially hired after December 4, 1993 shall have his or her longevity pay based upon total years of continuous service as an officer in the Columbus Division of Police as of the first day of the first pay period beginning in June, with such continuous service beginning

as of the first day of the first pay period beginning in the month of June after the member's reappointment.

(B) As to Vacation Time, Section 27.5(G)(1) of the Contract shall be applied such that a reappointed member who was initially hired by the City prior to July 5, 1987, who had prior full-time service with the State of Ohio or any political subdivision thereof, shall have such time included as total service for the purposes of computing the amount of vacation leave accrual and maximum accrual under Sections 27.3 and 27.4 of Article 27. The period of such full-time service shall be certified by the State of Ohio or political subdivision as applicable.

Section 27.5(G)(2) shall be applied to a reappointed member, such that a reappointed member who was initially hired by the City on or after July 5, 1987, is entitled to have only prior full-time service with the City of Columbus counted as service for the purpose of computing the amount of vacation leave due under Article 27.

Notwithstanding the provisions of this Paragraph (2), any member who has retired in accordance with the provisions of any retirement plan offered by the State and who is re-employed or reappointed or hired by the City on or after June 24, 1987, shall not have his or her prior service with the State and any political subdivision of the State, including the City of Columbus, counted for the purpose of computing vacation leave.

(C) As to Tuition Reimbursement, Section 34.1 shall be applied to a reappointed member, such that the reappointed member must have one (1) year of continuous City service from the date of his or her reappointment to be eligible for tuition reimbursement under the provisions of Article 34.

(D) As to Insurance, the provisions of Section 35.8 of the Contract regarding New Member Eligibility shall be applied such that a reappointed member shall be eligible for hospitalization, surgical, major medical and physician's services benefits, prescription drugs and life insurance on the first of the month following the date of his or her reappointment. The reappointed member shall be eligible for vision care, dental care, and physical examination benefits on the first of the month following completion of three (3) months of continuous City service as a reappointed member.

## ARTICLE 38 - DURATION OF CONTRACT

**38.1 Duration.**
All of the provisions of this Contract shall be retroactive to December 9, 2014, unless otherwise specified. This Contract shall continue in force and effect until 11:59 p.m., December 8, 2017, and thereafter, from year to year, unless at least ninety (90) days prior to December 8, 2017, 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 2017 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, 2017, (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 2017 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.

**38.5 Signatures of Parties.**

Signed and dated, at Columbus, Ohio, on this the 27th day of January 2015.

**FOR THE CITY OF COLUMBUS:**

Michael B. Coleman
Mayor, City of Columbus

Ronald G. Linville, Chief Negotiator

Chester C. Christie, Human Resources Director

George E. Speaks, Public Safety Director

Janet J. Lanza, Labor Relations Manager

Brooke K. Carnevale, Human Resources Officer

Timothy A. Becker, Police Deputy Chief

Kenneth Kuebler, Police Deputy Chief

**FOR F.O.P. LODGE NO. 9:**

Jason D. Pappas
President, Capital City Lodge # 9

Travis L. Parker, Chief Negotiator

Matthew Becker, Team Member

Kyle N. Erdeljac, Team Member

Eric Harp, Team Member

Ed Montgomery, Team Member

Christine Nemchev, Team Member

Brian A. Steel, Team Member

Russell E. Carnahan, Lodge Attorney

# APPENDIX A

## SIDE LETTERS

**NOTE: THERE ARE NO SIDE LETTERS NUMBERED**
**1, 2, 3, 4, 5, 8, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21 and 22.**
**THEY ARE DELIBERATELY EXCLUDED**

CHESTER C. CHRISTIE
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
HUMAN RESOURCES

**Side Letter #6, dated May 1, 1997**

**(Carried forward by the parties from the 2011-2014 Contract)**

November 14, 2014

Sgt. Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9
Columbus, OH 43229

Dear Travis:

Pursuant to Section 11.7 of this collective bargaining agreement, the Chief shall have the ability to identify assignments that are appropriate for multi-shift responsibility.

Members in these assignments have the responsibility for accomplishing the mission of the assignment.

Members may not always be able to accomplish the mission of the assignment by working a fixed eight-hour schedule.

Members are responsible for adjusting the hours that they must work (so long as it is a continuous period of eight hours), on any given day, to accomplish the mission of the assignment.

Members who do not fulfill this responsibility may cause the Division to change their assignments to variable hours through the Labor Relations process.

Please sign this letter in the space provided below to indicate the foregoing accurately reflects the understandings and agreements of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

**AGREED AND ACCEPTED:**

Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9

CHESTER C. CHRISTIE
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
HUMAN RESOURCES

**Side Letter #7, dated May 1, 1997**

**(Carried forward by the parties from the 2011-2014 Contract)**

November 14, 2014

Sgt. Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9
Columbus, OH 43229

Dear Travis:

The City and Lodge will establish a joint committee to address safety concerns involving special duty. Not more than five (5) individuals each will be appointed to this committee by the Lodge and City as soon as practicable. To facilitate officer safety, members will be required to report the times and locations they are working special duty even in those cases where special duty is not scheduled through the Special Duty Office. Additionally, procedures will be adopted to aid in the safety and supervision of officers while they are involved in special duty.

Please sign this letter in the space provided below to indicate the foregoing accurately reflects the understandings and agreements of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

**AGREED AND ACCEPTED:**

Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9

CHESTER C. CHRISTIE
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
HUMAN RESOURCES

**Side Letter #9, dated May 1, 1997**

**(Carried forward by the parties from the 2011-2014 Contract)**

November 14, 2014

Sgt. Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9
Columbus, OH 43229

Dear Travis:

This letter confirms the understanding reached between the parties in connection with a letter dated January 17, 1991, to Lawrence J. Deck, FOP President, from the City's Chief Negotiator, Donald R. Keller, regarding Section 10.3 – EEO Violations and Schedule of Penalties. The parties agree that the City will be required to negotiate with the Lodge, pursuant to Section 38.4 of the collective bargaining agreement, December 15, 1996-Deember 1, 1999, in the event the City notifies the Lodge of a decision to adopt and implement a formal schedule of disciplinary penalties to be applicable to particular conduct.

Please sign this letter in the space provided below to indicate the foregoing accurately reflects the understandings and agreements of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

**AGREED AND ACCEPTED:**

Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9

CHESTER C. CHRISTIE
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
HUMAN RESOURCES

**Side Letter #17, dated May 1, 1997**

**(Carried forward by the parties from the 2011-2014 Contract)**

November 14, 2014

Sgt. Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9
Columbus, OH 43229

Dear Travis:

This letter confirms the understanding reached between the parties during negotiations for the 2014-2017 collective bargaining agreement. The parties agree that the current overtime compensation to Field Training Officers shall continue.

Please sign this letter in the space provided below to indicate the foregoing accurately reflects the understandings and agreements of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

**AGREED AND ACCEPTED:**

Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9

CHESTER C. CHRISTIE
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
HUMAN RESOURCES

**Side Letter #23**

November 14, 2014

Sgt. Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9
Columbus, OH 43229

Dear Travis:

This letter confirms the understanding reached between the parties during negotiations for the 2011-2014 Contract. The parties agree the new language we added in Article 11 – Assignment and Transfers, Section 11.1(I)(2), would not apply to members with a sustained finding of untruthfulness [as described in Section 10.10(L)] in the assignment they held as of the date of this letter. Section 11.1(I)(2) would apply to such members in the event they apply for a different assignment after the date of this letter.

Additionally, the parties agree that the new language added to Section 11.4, "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)," will not be used to reassign members with a sustained finding of untruthfulness from the assignment they held as of the date of this letter, provided that the parties also agree that the language in Section 11.4 that existed in the prior Contract shall be applicable to such members.

Please sign this letter in the space provided below to indicate the foregoing accurately reflects the understandings and agreements of the parities.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

**AGREED AND ACCEPTED:**

Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9

CHESTER C. CHRISTIE
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
HUMAN RESOURCES

**SIDE LETTER # 24**

November 14, 2014

Sgt. Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9
Columbus, OH 43229

Dear Travis:

This letter confirms the understanding reached between the parties regarding the interpretation of Arbitrator Kasper's award in Grievance No. 2012-33 concerning the Section 10.10(L) list. Based on this agreement, the parties agree not to appeal or otherwise seek modification of Arbitrator Kasper's award in Grievance No. 2012-33.

The parties agree that with respect to members who were placed on the Section 10.10(L) list on December 18, 2012, the relevant provisions of Article 11 – Assignment and Transfers, Section 11.1(I)(2) and Article 11 – Administrative Reassignments, Section 11.4, may only be applied to any members who had a sustained finding of untruthfulness within four (4) years of December 18, 2012. The parties further agree these provisions of Article 11 will not be used to change any such member's assignment as of the date of this letter, but may be applied in the event any such member applies for a different assignment after the date of this letter.

The parties further agree that for any member who has been placed on the Section 10.10(L) list after December 18, 2012, for any members who were placed on the Section 10.10(L) list on December 18, 2012 and have received an additional sustained finding of untruthfulness after December 18, 2012, and for any members who receive any future sustained findings of untruthfulness, the applicable provisions of Article 11, Section 11.1(I)(2) and Section 11.4 may be applied throughout the member's employment and reemployment or reappointment (if any).

Please sign the letter in the space provided below to indicate the foregoing accurately reflects the understandings and agreements of the parties.

Sincerely,

Ronald G. Linville
Chief Negotiator
City of Columbus

**AGREED AND ACCEPTED:**

Travis L. Parker
Chief Negotiator
FOP Capital City Lodge No. 9

# APPENDIX B

## MEMORANDA OF UNDERSTANDING/AGREEMENTS

**The parties agree to continue and incorporate the following Memoranda of Understanding/Agreement for the duration of the 2014-2017 Collective Bargaining Agreement:**

Memorandum of Agreement
Regarding Resolution of Mid-Term Bargaining Under Section 37.4 of the contract
Concerning the Division's Traffic Data Collection Program

Memorandum of Agreement
Regarding the Division of Police "Cruiser Video" Program

Memorandum of Understanding #2007-01
Regarding Personal Emergency Leave and Mandatory Overtime Assignments

**MEMORANDUM OF AGREEMENT ("MOA")**
**BETWEEN THE**
**CITY OF COLUMBUS ("CITY")**
**AND THE**
**FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 ("FOP")**

**REGARDING RESOLUTION OF MID-TERM BARGAINING UNDER SECTION 37.4 OF THE CONTRACT CONCERNING THE DIVISION'S TRAFFIC DATA COLLECTION PROGRAM**

The City and the FOP, having engaged in mid-term bargaining pursuant to the provisions of Section 37.4 of the Contract between the City and the FOP, as effective from December 11, 1999 through December 8, 2002, hereby recite the Agreement they have reached relative to the Division's program to collect data regarding self-initiated motor vehicles stops by police personnel ("traffic data"). The Agreement is the result of negotiations between the parties, and an Arbitration with hearing held on January 28, 2002, and decision issued on or around February 28, 2002. The Award of the Arbitrator is specifically incorporated into the Agreement below in paragraph 2, subparts (A), (B), and (C).

The City and the FOP agree that:

1. It is recognized that bias-based profiling is appropriately defined in the Division Directive 3.53 (issued 8-5-01) as:

   > The unequal treatment of any person by stopping, questioning, searching, detaining or arresting based upon the person's ethnic or racial characteristics, gender, religion, or sexual orientation.

   It is also recognized that a person may lawfully be stopped, questioned, searched, detained or arrested based upon probable cause or reasonable suspicion, and that profiling is not in and of itself inappropriate when used legally and for a legitimate law enforcement purpose.

2. A. The City, consistent with the provisions of Section 7.1 of the Contract, retains the right to collect and use traffic data, as it now collects and uses other types of information in its management of the Division (except as limited in B. below). This includes the right to use the specific factual information contained within the paper or electronic version of the "Columbus Division of Police Traffic Data Collection Form" where such use would be for the purpose of supporting or refuting specific factual allegations in the complaint. The City also retains its rights to Administratively reassign members pursuant to the terms of Section 11.4 of the Contract, to evaluate members pursuant Section 19.3 of the Contract, and to appropriately place a member in the ALERT Letter program.

   B. Until such time as data from the Traffic Data Collection Program are determined to be statistically valid and reliable in accordance with commonly accepted statistical standards, the reviews or analyses of such data shall not be used to investigate or discipline a member (except where the City uses specific factual information contained in the form,

as specified in (A) above), nor shall it be used as the basis of a transfer, assignment, reassignment, placement in the ALERT letter or EARS program, or be referenced in a member's performance evaluation.

C. When the Traffic Data Collection Program ("TDCP") is determined to be statistically valid and reliable in accordance with commonly accepted statistical standards, the City shall provide the Union with ninety (90) days advance written notice to the FOP president of its intent to use data collected following the notice period as a possible basis for personnel actions stated in B. above. The notice shall be accompanied by the City's documentation supporting the validity and reliability of the Traffic Data Collection Program and its receipt by the Union shall begin the ninety (90) day notice period.

3. The City agrees to develop a disclaimer to be provided with any traffic data released pursuant to a public records request or otherwise. Such disclaimer will at a minimum advise the recipient that the data shown should be used with caution should any attempt be made to draw any conclusions regarding bias based profiling.

4. The FOP shall be given the opportunity to participate in the Advisory Working Group to be formed by the Director of Public Safety. The purpose of this group is to identify factors that might be helpful to the City's management of traffic data collected.

5. The City agrees to the use the "Columbus Division of Police Traffic Data Collection Form" (U10-117), as attached hereto in printed and electronic versions.

6. This Agreement shall be in effect until the expiration of the current Contract between the parties. Should the terms of that Contract be extended, the terms of this Agreement shall coincide with the length of such extension.

**WHEREFORE,** this MOA has been signed by the authorized representatives of the parties at Columbus, Ohio this 25th day of ~~March~~ June, 2002.

**FOR THE FOP:**

William Capretta

**FOR THE CITY:**

Christy C. Christie

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**MEMORANDUM OF AGREEMENT ("MOA")**
**BETWEEN THE**

**CITY OF COLUMBUS ("CITY")**
**AND THE**
**FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 ("FOP")**

**REGARDING THE DIVISION OF POLICE "CRUISER VIDEO" PROGRAM**

Pursuant to Section 37.4 of the Contract between the City and the FOP, effective December 11, 1999 through December 8, 2002, the City and the FOP have engaged in mid-term bargaining regarding implementation of the Division of Police "Cruiser Video" Program. As a result of these negotiations, the City and the FOP have reached the following agreement:

(1) The use of cruiser video recording(s) is subject to the provisions of Article 8 of the Contract.

(2) Any investigation of alleged member misconduct discovered during a review of cruiser video recording(s) is subject to the provisions of Article 8 of the Contract.

(3) Any investigation of alleged member misconduct which is discovered during any supervisory review of cruiser video recording(s), which review is conducted within ninety (90) calendar days of the date of the incident where the member's alleged misconduct occurred, shall be subject to all applicable provisions of the Contract.

(4) Any investigation of alleged member misconduct, which is discovered during any supervisory review of cruiser video recording(s) conducted beyond ninety (90) calendar days of the date of the incident where the member's alleged misconduct occurred, shall be subject to the following provisions:

(a) Allegations of misconduct that are criminal on their face (in which case the time limit is the applicable statute of limitations) may be investigated and discipline imposed pursuant to Articles 8 and 10 of the Contract;

(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; and

(c) Allegations of non-criminal conduct that is the same or similar to conduct for which the Division would expect to render a suspension pf thirty (30) calendar days or longer and/or termination as the proper level of discipline for the first offense.

(5) Any investigation of alleged member misconduct discovered during a supervisory review of a cruiser video recording(s), which review is conducted beyond ninety (90) calendar days of the date of the incident where the member's alleged misconduct occurred, which investigation is not covered by the provisions of paragraph 4 (a)-(c) of this MOA, 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.

(6) No supervisory review of cruiser video recording(s) shall be used to circumvent the provisions of Section 8.12(A) of the Contract, such that video cruiser recording(s) shall not be reviewed as a result of citizen complaint unless a determination is made that the citizen complaint is timely pursuant to the provisions of Section 8.12(A). Nothing in the preceding sentence applies to an investigation conducted pursuant to paragraph 3 of this MOA.

(7) The Division shall keep a written log reflecting the name and title of any supervisor who undertakes any supervisory review of cruiser video recording(s), including information as to the specific video cruiser recording(s) that are subject to review.

(8) A member shall be notified in writing of any public records request for cruiser video recording(s), provided that the member is identified by name and/or badge number in the public records request and further provided that the City determines that the request is proper under applicable law. A member so notified may request a copy of the requested cruiser video recording(s), which shall be furnished at no cost to the member.

(9) This MOA shall be in effect until the expiration of the current Contract between the parties. Should the terms of that Contract be extended, the terms of this MOA shall coincide with the length of such extension.

This MOA has been signed by the authorized representatives of the parties at Columbus, Ohio this 22ND day of SEPTEMBER 2004.

**FOR THE CITY:**

Chester C. Christie
Human Resources Director

**FOR THE LODGE:**

William A. Capretta
Lodge President

**MEMORANDUM OF UNDERSTANDING (MOU) #2007-01**
**BETWEEN**

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

**Regarding Personal Emergency Leave and Mandatory Overtime Assignments**

In resolution of Arbitrator Michael Paolucci's Opinion and Award regarding Grievance 2003-12, and in resolution of Grievance No. 2005-14, the City and the FOP agree to clarify the use of personal emergency leave (PEL) as it relates to mandatory overtime assignments as follows, with all of the remaining provisions of Article 28 of the Collective Bargaining Agreement between the City and the FOP remaining in full force and effect.

(A) To be excused from a mandatory overtime assignment, a member shall call the Information Desk at least one (1) hour prior to the mandatory overtime assignment and specify the emergency that prevents the member from reporting.

(B) Progressive discipline will apply, beginning with a documented constructive counseling, in cases where there is a dispute over the existence of an emergency.

The provisions of this MOU shall remain in full force and effect until December 31, 2007. At that time the City and the FOP may meet to amend the provisions of this MOU, and any resulting current or amended provisions will expire on December 8, 2008. Should the City and the FOP not meet to amend the provisions of this MOU, the current provisions of this MOU will expire on December 8, 2008.

**FOR THE CITY:**

6-8-07

Chester C. Christie Date
Director of Human Resources

5-23-07

Mitchell J. Brown, Director Date
Department of Public Safety

**FOR THE LODGE:**

5-29-07

James H. Gilbert Date
President