

FILED  
COMMON PLEAS COURT  
FRANKLIN COUNTY, OHIO  
2010 FEB 23 PM 4: 14

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO  
GENERAL DIVISION**

CLERK OF COURTS

**FRATERNAL ORDER OF POLICE, :**  
**CAPITAL CITY LODGE #9, :**

**Plaintiff, :** **Case No. 10-CV-1378**

**vs. :** **Judge Patrick E. Sheeran**

**CITY OF COLUMBUS, et al., :**

**Defendants.**

**AGREED ENTRY**

The Court, having considered all pleadings and briefings in this matter, requested that the parties mediate the dispute prior to beginning the hearing scheduled for February

22. As a result of such mediation, the following will take place:

1. There shall be no movement of any bargaining unit members under the Patrol Staffing and Districting Deployment Plan ("Plan"), except as set forth below.
2. The Parties all desire to have the arbitration process move in a proper and timely fashion. To that end, the parties agree to the following regarding the arbitration process:
  - a. Grievances 02-2010 and 03-2010 will be consolidated (hereinafter the "Grievance").
  - b. The Parties will request a panel from AAA on an expedited basis and will alternatively strike from the list with a coin flip to determine who strikes first on the initial panel. Each Party has the right to reject one entire panel.
  - c. The post arbitration hearing briefs will be due no later than May 11, 2010.
  - d. The decision of the arbitrator will be issued within thirty (30) days of the submission of the briefs, no later than June 11, 2010.
  - e. The Grievance will proceed to arbitration based on the Plan as anticipated before this Agreed Entry.
  - f. All issues with regard to any matter related to the Plan that are encompassed by the grievances 02-2010 and 03-2010 will be raised in the arbitration.


3. In addition, the following will take place:
- a. Current 1 Precinct sergeants and officers whose assignments match the Plan for their respective units on the new 1 Precinct, will be allowed to voluntarily request a change of their duty hours and reporting location as provided for in the new 1 Precinct under the Plan before the initial round of postings. An A-33 will be completed for those members requesting this change. Assignments in the Plan for 1 Precinct that are not filled by voluntary duty hours and reporting location changes by current 1 Precinct members will be posted in the initial round with all other postings. 1 Precinct members failing to voluntarily change their duty hours and reporting location retain their right to apply for posted vacancies.
  - b. Current 6 and 7 Precinct sergeants and officers will be allowed to voluntarily request a change of their duty hours as provided for under the Plan before the initial round of postings. The maximum number of personnel allowed to voluntarily change their duty hours will be the number set out in the Plan's unit size staffing model for their respective precinct unit. Assignments in the Plan for 6 and 7 Precinct that are not filled by voluntary duty hours changes by current 6 and 7 Precinct members will be posted in the initial round with all other postings. 6 and 7 Precinct members failing to voluntarily change their duty hours retain their right to apply for posted vacancies.
  - c. The City will post a graphic depiction of the Plan on the Division intranet to provide notice to all bargaining unit members of potential impact on individual assignments. The City will notify all bargaining unit members by Division email that the graphic depiction has been posted, and the FOP will encourage its members to carefully examine the graphic depiction.
  - d. Prior to the issuance of the decision on the Grievance, the City will be permitted to proceed with job postings, bids and selections as contemplated under the Plan, and bargaining unit members will be permitted to bid upon or request new assignments, as stated in this paragraph 3. No abolishment notices will be issued to any Patrol personnel in order to accomplish this Agreed Entry.
  - e. In those units that are currently understaffed based on the Plan's unit size staffing model, the City will permit intra unit realignment under Article 11 prior to posting all officer vacancies and newly created sergeant assignments it intends to fill under the Plan. Otherwise, the City will post all officer vacancies and newly created sergeant assignments it intends to fill under the Plan, without realignment in old or new units.
  - f. Members will bid on, and the Personnel Section will coordinate, the selection of the sergeants in accordance with the criteria identified in Section 11.3 for the vacant and newly created assignments. These assignments will be posted in the Daily Bulletin and those selected will not be permitted to subsequently bid for 56 days or until July 12, 2010, whichever is later. Those on the Do Not Transfer list for disciplinary

- reasons can nonetheless bid on posted positions if his/her individual assignment is impacted.
- g. In those units that are currently understaffed based on the Plan's unit size staffing model, the City will permit intra unit realignment under Article 11 prior to posting all officer vacancies and newly created officer assignments it intends to fill under the Plan. Otherwise, the City will post all officer vacancies and newly created officer assignments it intends to fill under the Plan, without realignment in old or new units.
  - h. Members will bid on, and the Personnel Section will coordinate, the selection of the officers in accordance with the criteria identified in Section 11.3 for the vacant and newly created assignments. These assignments will be posted in the Daily Bulletin and those selected will not be permitted to subsequently bid for 56 days or until July 12, 2010, whichever is longer. Those on the Do Not Transfer list for disciplinary reasons can nonetheless bid on posted positions if their individual assignment is impacted.
  - i. Once new unit members are selected and their transfers appear in the Daily Bulletin and such transfer results in a vacancy in the unit, subsequent unit realignments will occur as outlined in accordance with Article 11 prior to the next round of posting vacancies.
  - j. The process outlined in the above paragraphs e, f, g, h and i will repeat as necessary.
4. If the arbitrator denies the Grievance in total, the effective date of all moves related to the Plan will be July 11, 2010. If the Grievance is sustained in total, the changes set forth in paragraph 3, above, will not become effective. If either Party disputes whether the Grievance was either denied in total or sustained in total, or disputes the impact of the award on the City's ability to make effective the moves contemplated under this Agreed Entry, then no later than June 18, 2010 such dispute will be submitted to this Court for expedited resolution.
5. After receipt of the award and resolution of any disputes, if the City is authorized to make effective its Plan:
- a. The City will promptly realign sergeant and officer unit incumbents as necessary to achieve the days off, duty hours, reporting location and unit size staffing model for each unit as set forth in the Plan, to be effective July 11, 2010. This realignment will be accomplished by allowing unit incumbents to select a unit assignment by seniority.
  - b. Members failing to request and/or receive a requested assignment in the process set forth above in paragraph 3 will be placed by the City in any available, vacant assignment.
  - c. All members who receive new assignments as part of this process will promptly receive notice of the new assignment by the Daily Bulletin concerning where the employee is to report to work on July 11, 2010. No

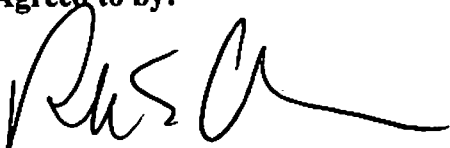
notice to individual members is necessary to effectuate the new assignments.

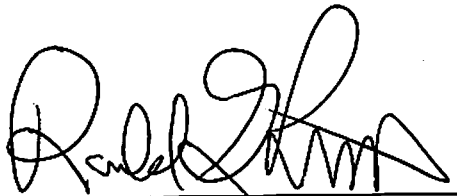
6. This Agreed Entry is non-precedent setting and will not be used in any matter for any reason other than enforcement of this Agreed Entry in this Court or in any other forum to enforce the Parties' agreement as set forth herein.
7. The Parties will not assert at arbitration that this Agreed Entry in any way limits, or requires that certain actions be taken as a part of, the remedy that may be provided during arbitration.
8. The Plaintiff will not process any grievance to arbitration over the procedure established by this Agreed Entry and, to the extent that the procedure established by this Entry may conflict with the Parties' collective bargaining agreement, this Entry shall prevail.
9. Both Parties are authorized to enter into this Agreed Entry.
10. The Parties agree that this case will be placed on the Inactive docket, subject to the conditions in paragraph 4.


It is so ordered.

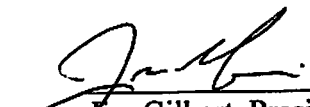
  
Patrick E. Sheeran, Judge

Agreed to by:

  
Russell Carnahan, Esq.  
Counsel for Plaintiff

  
Ronald G. Linville, Esq.  
Counsel for Defendants

  
Mitchell J. Brown, Director  
Department of Public Safety

  
Jim Gilbert, President  
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