

CAMPAIGN ZERO



Recommendations for Improving the Columbus Division of Police Union Contract

The following report has been compiled from our review of the [Columbus Division of Police Union Contract](#) and the [police union contracts of 81 cities](#) to identify contract language that can help ensure fairness and police accountability in the City of Columbus.

Section 1: Ensuring Fair Police Misconduct Interrogations

The **Columbus Division of Police Union Contract** should not prevent, delay, or restrict investigators from getting to the truth about allegations of police misconduct.

1. **Current Policy:** 24 hour delay before officers can be interviewed in investigations.
Columbus Division of Police Union Contract Section 8.2.A.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.”

- Recommendation:** Limit the delay before an investigative interview to 2 hours.
Washington D.C. Police Union Contract Section 13.3:

“Where an employee can reasonably expect discipline to result from an investigatory interview, or the employee is the target of an administrative investigation conducted by the Employer, at the request of the employee, questioning shall be delayed for **no longer than two hours** in order to give the employee an opportunity to consult with a Union representative.”

2. **Current Policy:** Giving officers access to all documents and evidence relating to the investigation before being interrogated, including copies of the complaint and the names and addresses of complainants.
Columbus Division of Police Union Contract Section 8.3.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.”

Recommendation: Protect the identities of civilians who report police misconduct to prevent them from being discouraged from reporting out of fear of retribution.

Memphis Police Union Contract Section 14:

“The names and addresses of the witness giving statement or other persons identified in statement will be redacted from all statements prior to any review by the employee and his/her representative.”

3. Current Policy: Restricting the time, place, and length of interrogations.

Columbus Division of Police Union Contract Section 8.7:

“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 work 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.”

Recommendation: Remove this section from the contract. For example, [Cincinnati police union](#) contract does not contain any of this language.

4. Current Policy: Drug and alcohol testing allowed for reasonable suspicion but no requirement that officers be tested following a deadly force incident.

Columbus Division of Police Union Contract Section 17.5.A:

“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.”

Recommendation: Add a requirement that officers involved in a deadly force incident be drug and alcohol tested.

Milwaukee Police Union Contract Article 63.B:

“Members shall be subject to drug testing under the following circumstances...Whenever a member is directly involved in an incident that results in death, or great bodily harm as defined by State Statute...refusal to submit to a drug test shall result in immediate suspension and discipline 5 up to and including dismissal from the Department.”

Section 2: Enabling Accountability for Police Misconduct

The Columbus Division of Police Union Contract should not limit the capacity of the City to discipline officers when they are found to have committed police misconduct.

- 1. Current Policy: 180 day statute of limitations for a police misconduct investigation to be able to result in discipline.**

Columbus Division of Police Union Contract Section 8.14:

“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.”

Recommendation: Remove this section from the contract. For example, [Cincinnati police union](#) contract does not contain any of this language.

- 2. Current Policy: 60 day statute of limitations for a civilian complaint to be able to be investigated and anonymous complaints must be corroborated.**

Columbus Division of Police Union Contract Section 8.12.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.”

Recommendation: Remove this section from the contract. For example, [Cincinnati police union](#) contract does not contain any of this language.

- 3. Current Policy: Allows officers to overturn discipline through the grievance process, which puts the decision in the hands of an arbitrator.**

Columbus Division of Police Union Contract Section 8.16.B:

“A grievance resulting from an Internal Affairs Bureau and/or EEO investigation shall begin at Step 2...the decision of the arbitrator shall be final and binding on all parties.”

Recommendation: Remove disciplinary matters from the grievance process, preventing them from being subject to the decision of an arbitrator.

Aurora Police Union Contract Article 14 Section 1:

“A grievance under the Agreement shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary matters.”

4. Current Policy: Limits the power to discipline to police supervisors.

Columbus Division of Police Union Contract Section 10.4:

“It is the policy of the City that corrective/disciplinary action shall be issued by the lower level of supervision.”

Recommendation: Remove this section from the contract. For example, [Cincinnati police union](#) contract does not contain any of this language.

Section 3: Preserving Evidence of Police Misconduct

The Columbus Division of Police Union Contract should not expunge, delete, or destroy records of police misconduct. These records are important to being able to identify officers that have a longstanding pattern of misconduct allegations against them.

1. Current Policy: Removes records of police misconduct investigations and discipline after a specified period of time.

Columbus Division of Police Union Contract Section 10.10 (relevant sections only):

“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.

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.

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."

Recommendation: Remove sections 10.10 and 10.11 and replace these provisions with a provision requiring the preservation of all records of alleged and sustained misconduct.

For example, **Columbus Division of Police Union Contract section 10.10.E** provides for records of demotions and terminations to be "maintained in each member's Division master personnel file **throughout the member's employment and reemployment or reappointment** (if any)." This should be extended to records of all entries/records of investigations, suspensions, reprimands, and other sustained or unsustained allegations. Furthermore, sections 10.11 and 10.12, which provide for the administrative and computerized use of such data should be extended to make use of the full record of officers' behavior.

2. Current Policy: Limits the power to discipline to police supervisors.

Columbus Division of Police Union Contract Section 10.4:

"It is the policy of the City that corrective/disciplinary action shall be issued by the lower level of supervision."

Recommendation: Remove this section from the contract. For example, [Cincinnati police union](#) contract does not contain any of this language. This will create space for a community oversight structure to play a greater role in the disciplinary process in the future, should the City decide to establish this.

Section 4: Strengthening Incentives for Community Policing

The Columbus Division of Police Union Contract should provide officers with incentives and resources that increase their capacity to engage positively with the communities they serve. The following recommendations have been identified from other cities' police union contracts that can help make progress towards this goal.

1. **Recommendation: Include community interactions within the criteria for promotion and for receiving incentive pay.** Article 15 of the Columbus Division of Police Union Contract specifies the factors that may be used to determine promotions within the department. These include an officer's **seniority and their score on a promotional examination** consisting of:

“(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.”

Additionally, **Article 18.8 makes an officer's performance on a Physical Fitness Test the only factor** determining whether they receive vacation or pay incentives under the department's Incentive Program. While these factors are important, **they do not make community satisfaction with an officer's conduct relevant** the officer's advancement within the department or to whether an office receives incentives. Efforts should be made to add language to the contract that allows for such an evaluation to be developed and included within the criteria for promotion and to receiving incentives within the Incentive Program.

2. **Recommendation: Reward officers who receive Crisis Intervention Team (CIT) training and/or who join a Crisis Intervention Team, which have been shown to improve interactions with people who have mental illness. This provision could be extended to cover other types of training as well (anti-bias, etc.).**

Section 9.6 of the Oklahoma City Police Union Contract:

“Active and certified officers assigned to the CIT (Crisis Intervention Team) shall receive \$50 per pay period.”

3. **Recommendation: Reward officers for reporting misconduct.** The Columbus Division of Police Union Contract should establish a duty to report misconduct and offer rewards, including transfers, to officers who provide information about misconduct.

4. **Recommendation: Provide officers with supportive mental health services.**

Article 31 of the El Paso Police Union Contract:

“Both the City and the Association believe that it is to be their mutual benefit for law enforcement personnel covered by this Agreement to have available to them a stress management program....the stress management program shall be

designed so as to include both physical as well as mental well-being...all costs involved in the evaluation and treatment of any officer in this program shall be paid by the City.”

- 5. Recommendation: Establish a residency requirement for officers to ensure they represent the community they police.**

St. Petersburg Police Union Contract Section 4:

“Residency requirements for employees covered by this Agreement shall be within a sixty (60) mile radius or two (2) hours driving time of Police Headquarters.”