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Tentative Agreement

Between

City of Cincinnati

and

FOP Queen City Lodge No. 69

The City of Cincinnati and FOP Queen City Lodge No. 69 agree to renew the 2011-2012 Labor Management Agreement with the following changes. The agreement shall be effective as of 12:01 upon ratification by both the FOP membership and the Cincinnati City Council and shall remain in full force and effect until Midnight, May 24 2014:

Article 1. Recognition (See Attached).

Article IX. Outside Employment (See Attached).

Article XII. Fraternal Order of Police Positions (See Attached).

Signed, this 14th day of February, 2012:

For the Union:

Kathy Harrell 2-15-12

Kathy Harrell, FOP President

For theCity:

Ursula McDonnell 2-14-12

Ursula McDonnell
Interim HR Director

Article VII – Section 1. Wages
Appendix A

APPENDIX A (Wages)

Non-Supervisors' Contract

All sworn members of the Cincinnati Police Department covered by this agreement shall receive a basic wage increase of 0.00%, effective, June 12, 2011, for the remainder of the year 2011. For the year 2012, members shall receive a 0.00% basic wage increase effective December 11, 2011. **For the year 2013, members shall receive a 0.00% basic wage increase effective December 23, 2012. For the period December 22, 2013 through May 24, 2014, members shall receive a 0.00% basic wage increase.**

All sworn members shall be paid for all time worked at a rate of pay to be determined by the applicable provision or provisions of this contract.

Police Recruits shall be paid for all time worked at a rate for Police Recruits during the terms of this contract and they shall not participate in any annual salary increases listed above. A Police Recruit shall be defined as a person assigned to the Police Academy for the purpose of basic police training as prescribed by the State of Ohio or the Cincinnati Police Department.

Article VII – Section 1. Wages
Appendix A

APPENDIX A (Wages)

Supervisors' Contract

All sworn members of the Cincinnati Police Department covered by this agreement shall receive a basic wage increase of 0.00%, effective, June 12, 2011, for the remainder of the year 2011. For the year 2012, members shall receive a 0.00% basic wage increase effective December 11, 2011. **For the year 2013, members shall receive a 0.00% basic wage increase effective December 23, 2012. For the period December 22, 2013 through May 24, 2014, members shall receive a 0.00% basic wage increase.**

All sworn members shall be paid for all time worked at a rate of pay to be determined by the applicable provision or provisions of this contract.

UAC 2-14-12

KMK 2-15-12

Article XII
Fraternal Order of Police Provisions

Section 4. Release Time for FOP President

A sworn employee of the Cincinnati Police Department elected and serving as President of the Fraternal Order of Police, Queen City Lodge No. 69, shall, beginning January 1, 1980, receive his full salary and all benefits to which he is normally entitled as a sworn member of the Police Department working on a straight forty (40) hours daytime shift, and he shall be relieved of all obligation to work as a sworn member of the Police Department, and he shall be free to conduct the affairs of the Fraternal Order of Police, Queen City Lodge No. 69, without being subject to the authority of the management of the Police Department, except as provided herein. A sworn employee of the Police Department, elected and serving as President of the Fraternal Order of Police, Queen City Lodge No. 69, shall be entitled to all of his salary and fringe benefits from the City while conducting union business provided:

1. If the FOP President chooses to be released from Police Department duties, FOP Members shall donate up to one-thousand (1000) hours to fund one-thousand (1000) hours of the President's annual salary. The balance of the President's annual salary shall be funded by the City. Members' funding shall be deducted, on a proportional basis, from the donated time bank (Article VII, Section 2).

   In the event the donated time bank is depleted, members of the Bargaining Unit will donate, on a rotating basis, sufficient compensatory time to compensate the City for the FOP portion (1000 hours annually) for their portion of the FOP President's salary. Compensatory time shall include earned overtime, court time, previously earned holiday time, and vacation time.

   Paragraph 1 shall be amended effective January 1, 2013 to read as follows:

1. **If the FOP President chooses to be released from Police Department duties, that eight (8) hours of compensatory time be deducted from the donated time bank (Article VII, Section 2) for each eight (8) hours salary received by the FOP President. In the event the donated time bank is depleted, members of the Bargaining Unit will donate, on a rotating basis, sufficient compensatory time to compensate the City for salary received by the FOP President. Compensatory time shall include earned overtime, court time, previously earned holiday time and vacation time.**

UMC 2-14-12

KMH 2-15-12

2. That he adhere to the following minimal requirements to maintain certification as a police officer:

   A. Response to emergency recall.
   B. Maintenance of uniform.
   C. Attendance at court.
   D. Reporting usual and customary changes for personnel records.
   E. Adherence to Division grooming standards while the President is either in the usual and customary in-service training.
   F. Attendance at basic in-service training which all members of the President's grade or rank are required to attend, including firearm training. The time of attendance shall be by mutual agreement.
   G. Carrying proper identification and weapon off-duty.
   H. Taking action in case of law violations.
   I. Adherence to residency requirement.
   J. Maintenance of valid Ohio Driver's License.
   K. Adhere to basic laws and the standards of conduct set forth in this collective bargaining agreement.

3. The FOP President may utilize accumulated time in the donated time bank (Article VII, Section 2.) to release sworn member(s) under the following conditions: 1) Limited to lodge officers and Chief Steward. 2) Union President shall give three days notice to the Police Chief for the detail time. 3) No more than one employee may be detailed per day. 4) The detail shall be for a minimum of eight hours. 5) In the event the detail lasts more than thirty days that employee shall be assigned to the Chief's office. If the employee is a member of the wage team that employee shall be reassigned to their previous assignment upon completion of the detail. 6) The employee detailed shall adhere to the same minimal requirements as the FOP President as set forth Article XII, Section 3, paragraph 2. 7) The employee detailed shall be permitted to engage in contract administration and representational matters. In the event that the employee is to engage in other activities, the FOP President must obtain the consent of the Police Chief.

UMC 2-14-12

KMH 2-15-12

ARTICLE XVII
TERMS OF AGREEMENT

(Both Contracts)

Article XVII
Terms of Agreement

This agreement shall be effective as of 12:01 a.m. on the ~~12th day of June, 2011~~ **date of ratification** and shall remain in full force and effect until midnight on the ~~22nd day of December 2012~~ **24th day of May, 2014.** Either party desiring to terminate, modify or negotiate a successor collective bargaining agreement shall serve written notice upon the other party of the proposed termination, modification or desire to negotiate. The party must serve such notice not less than sixty (60) days prior to the expiration date of the existing agreement. The parties shall continue in full force and effect all terms and conditions of the existing agreement for a period of sixty (60) days after the party gives notice or until the expiration date of the collective bargaining agreement, whichever occurs later.

VMC 2-14-12
KMH 2-15-12

Article I
Recognition

ARTICLE I – Recognition
Non-Supervisors Contract (Non-Supervisors' New Contract Language)

For the contract period (~~June 12, 2011 through December 22, 2012~~) **(effective upon ratification through May 24, 2014)** and for a continuing period thereafter, unless either party gives written notice of its intention to repudiate this clause, the City agrees to recognize the FOP as the exclusive bargaining agent with exclusive bargaining rights for all sworn members of the Cincinnati Police Department up to and including the rank of Specialist.

"Exclusive bargaining rights" shall be interpreted to mean that the City shall not negotiate, meet or confer with any person, group of persons, associations or unions other than the Fraternal Order of Police, Queen City Lodge No. 69, for purpose of effecting or attempting to effect a change in the terms of this Agreement as it applies to any provision of this contract, and shall not permit any City employee or agent to adopt or continue any policy, procedure or program which is in conflict with any provision of this contract.

Article I
Recognition

ARTICLE I – Recognition
Supervisors Contract (Supervisors' New Contract Language)

For the contact period (~~June 12, 2011 through December 22, 2012~~) **(effective upon ratification through May 24, 2014)** and for a continuing period thereafter, unless either party gives exclusive written notice of its intention to repudiate this clause, the City agrees to recognize the FOP as the exclusive bargaining agent with exclusive bargaining rights for all sworn members of the Cincinnati Police Department holding the ranks of Police Sergeant, Police Lieutenant, Police Captain, and Lieutenant Colonel/Assistant Police Chief, with the exception of the sole Lieutenant Colonel/Assistant Police Chief designated to act in the absence of the Chief and authorized to exercise the authority and perform the duties of the Chief.

"Exclusive bargaining rights" shall be interpreted to mean that the City shall not negotiate, meet or confer with any person, group of persons, associations or unions other than the Fraternal Order of Police, Queen City Lodge No. 69, for purpose of effecting or attempting to effect a change in the terms of this Agreement as it applies to any provision of this contract, and shall not permit any City employee or agent to adopt or continue any policy, procedure or program which is in conflict with any provision of this contract.

WMC 2-14-12

KMK 2-15-12

Article IX
Outside Employment
Both Contracts

While Civil Service Regulations dictate regulation of off-duty employment, the mechanics of the procedure are actually dictated by the Police Division. The two basic types of employment are in the categories of (1) extension of police service and (2) non-police related employment.

In the case of extension of police service employment, the employer hires not the individual, but the uniform, badge, gun and authority of the officer. This activity must remain closely regulated.

Non-police service type employment will be permitted but must be reported in accordance with Civil Service Rule XVII. There are particular types of employment which generates a high potential for the police officer to abuse or to reflect an abuse of his official position which, in turn, could give rise to illegal or unethical practices.

Prohibition against employment in the following capacities are mandated:

1. Any type of work for a liquor permit premises where alcoholic beverage is sold by the glass.

2. Employment by, or interest in, any vending machine company or service. (This shall not prohibit any person from purchasing, renting or leasing vending machines for use in his private, off-duty employment.)

3. Employment by credit agencies for the purpose of investigating or collecting accounts, including repossession of automobiles and collection of bad checks.

4. Pre-employment investigations for private industry.

5. Any type of work related to bail bonding.

While this list is not all inclusive, a general rule of thumb regarding prohibitions would be employment in any capacity which harbored the potential to cause conflict of interest or bring discredit upon the officer and/or the Police Division.

In no instance shall any disciplinary proceeding or action be grounds for rejection or cancellation of any outside employment permit unless said outside employment is the subject matter of the disciplinary proceeding or action.

If an employee is refused an outside employment permit for the reason that it is adverse to, or in conflict with his municipal employment, it may be submitted immediately to a Step Three Grievance.

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The City agrees to discontinue the current practice of charging officers an off-duty detail fee and agrees not to reinstitute any detail fee to the officers during the term of this agreement. The FOP agrees that the Police Chief has the sole discretion to establish the off-duty detail rate that is charged to vendors and shall not challenge any future attempt by the City to impose an off-duty detail fee to vendors.

UMC
2-14-12

KMH
2-15-12