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LABOR AGREEMENT

by and between

**QUEEN CITY
LODGE NO. 69
FRATERNAL ORDER
OF POLICE**

and the

CITY OF CINCINNATI

SUPERVISORS

**FOR THE YEARS
May 25, 2014 – May 21, 2016**

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This agreement is made between the City of Cincinnati, hereinafter referred to as the "City" and the Queen City Lodge No. 69 of the Fraternal Order of Police, hereinafter referred to as the "FOP".

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DEFINITIONS:

A. The terms "sworn member", "member" and "employee" shall mean all sworn members of the Cincinnati Police Department who serve as Police Sergeants, Police Lieutenants, Police Captains, and Lieutenant Colonels/Assistant Police Chiefs, 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.

ARTICLE I
Recognition

For the contract period (May 25, 2014 through May 21, 2016) 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 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.

ARTICLE II
Management Rights

The FOP recognizes that, except as provided in this labor agreement, the City of Cincinnati retains the following management rights as set forth in Ohio Revised Code Section 4117.08(C) 1-9:

1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
2. To direct, supervise, evaluate or hire employees;
3. To maintain and improve the efficiency and effectiveness of governmental operations;
4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. To suspend, discipline, demote or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees;
6. To determine the adequacy of the work force;
7. To determine the overall mission of the employer as a unit of government;

8. To effectively manage the work force;
9. To take actions to carry out the mission of the public employer as a governmental unit.

With respect to these management rights, the City of Cincinnati shall have the clear and exclusive right to make decisions in all areas and such decisions, except as otherwise provided in this Agreement, shall not be subject to the grievance procedure.

The City is not required to bargain on subjects reserved to the management and direction of the City in Revised Code Section 4117.08 except as affect wages, hours, terms and conditions of employment and the continuation, modification, or deletion of this collective bargaining agreement. The FOP may raise a legitimate complaint or file a grievance based on this collective bargaining agreement.

ARTICLE III
Grievance Procedure

All sworn members of the Cincinnati Police Department shall be entitled to the following grievance procedures:

Section 1. Definition of Grievance

A grievance shall be an allegation that the terms of the written Agreement between the FOP and the City have been violated or misinterpreted or when there is a difference of opinion as to the application of the same, interpretation of same, or a disagreement as to whether the City has disciplined an employee for just cause.

Disciplinary actions subject to this grievance and arbitration procedure shall include all disciplinary actions except for discharges and terminations. Employees who are discharged or terminated shall, at his or her option, select this grievance and arbitration procedure. In the alternative, said discharged or terminated employees may appeal their discharges through the state civil service laws. In the event said terminated employee selects this grievance and arbitration procedure, his or her rights to proceed under the state civil service laws shall be considered waived, and this grievance and arbitration procedure shall be final and binding upon the parties. In the event said terminated employee elects to proceed under state civil service law, he or she shall have an additional thirty (30) days in which to convert the appeal to the grievance arbitration process. It is understood by the parties that no member shall have the right to both a civil service hearing and a grievance arbitration hearing.

Disciplinary grievances involving suspensions of more than five (5) days without pay, demotion, discharge or termination shall advance automatically to Step 6 of the grievance procedure.

Disciplinary Grievances of all pay step denials and disciplinary penalties of five (5) days or less shall be submitted to either Peer Review or the Civil Service Commission ("CSC"). A Peer Review Panel shall be established at each sworn rank consisting of volunteers at that rank who shall serve for a period of one (1) year.

For each case, five (5) prospective panelists shall be selected by lot by drawing names out of a black bag in the presence of the Police Chief and the FOP President, or their designated representatives. The City and the member shall each strike one (1) panelist and the remaining three (3) panelists shall hear the matter under appeal.

The Panel shall hear the case within fourteen (14) calendar days after its selection and shall determine if there was just cause for the pay step denial or disciplinary penalty. The Panel may affirm, reverse or reduce the denial or penalty and shall issue its written decision within seven (7) calendar days. The decision of the Peer Review Panel shall be final and binding. A panel may hear all pending disciplinary cases related to a particular incident if all charged officers are of the same rank.

All matters submitted to the CSC shall proceed pursuant to state law. Choice of CSC or Peer Review shall be at the option of the member and shall be mutually exclusive.

Eligibility to be a peer review panelist shall be limited to sworn members with at least three (3) years experience in the Police Department. Panelists may not have any sustained suspensions or demotions within the previous three (3) years. Each prospective panelist must undergo two (2) hours of mutually developed mandatory training.

The member shall be entitled to a representative of his/her choice and to call witnesses. The Peer Review Panel shall be entitled to review all investigative records, interviews, or any other records relating to the issue to be decided.

All Peer Review panel members shall be free from coercion, intimidation, discrimination, threats or other detrimental actions based on their activities in the Peer Review Process and shall not be subject to transfer in retaliation for such Peer Review activities.

The grievance and arbitration machinery of this agreement shall be the sole recourse available to employees who receive disciplinary penalties less than termination or discharge subject to this agreement, and is in lieu of the procedures and provisions of Section 124.01 et seq. of the Revised Code or related provisions of the City Code or charter.

Section 2. Who May File

1. Due to the fact that the FOP is the exclusive bargaining agent for all members, and the City has expressed its prior intent to refuse to recognize any grievance not previously reviewed, approved and filed by the FOP, any member believing he has a grievance shall discuss the matter with his immediate supervisor and attempt to resolve the stated problem. The matter must be brought to the attention of the immediate supervisor within fifteen (15) calendar days of the date on which the member becomes aware of the incident or condition precipitating the problem. If the problem is not resolved through discussion with the immediate supervisor within thirty (30) working days of the date on which the member becomes aware of the incident or condition precipitating the problem, it may be presented to the FOP for its consideration as a grievance.

After reviewing the complaint, the FOP, at its discretion, may initiate a grievance at Step One relative to the complaint. All grievances shall be reduced to writing, contain a full statement of particulars, and be filed on forms approved by the FOP, at the appropriate levels as set forth in this Agreement.

The FOP may also initiate, at Step Two, a grievance in its own name on behalf of the membership, provided such grievance is filed in writing within fifteen (15) calendar days from the date the FOP becomes aware of the incident alleged to be a violation of this Agreement.

2. The FOP, or its designated representative, shall be granted reasonable on duty time to investigate, prepare and/or file a grievance. Witnesses who are reasonably necessary to the resolution of the grievance and who are employees of the City of Cincinnati, shall be allowed to attend any hearing resulting from the filing of a grievance. Any member who is on duty and required by either the City or the FOP to attend a grievance hearing shall be released from duty to attend. Any member who is off duty and required to attend a grievance hearing by the FOP shall not be compensated by the City.

Any member who is off duty and required to attend a grievance hearing by the City shall be granted a minimum of 3 hours compensation (2 hours X 1-1/2). Any time over 2 hours shall also be compensated for at 1-1/2 rates.

At any step of this grievance procedure, the FOP shall have the final authority in respect to any aggrieved member to decline to process further a grievance, if, in the judgment of the FOP, such grievance lacks merit or justification under the terms of this agreement, or has been adjusted or rectified under the terms of this agreement to the satisfaction of the FOP. No provision in the agreement shall be interpreted to require the FOP to represent a member in any stage of the grievance procedure if it considers the grievance to be without merit or in contradiction of any law or regulation.

Section 3. Steps

Step One

Matters not resolved by initial discussion with the immediate supervisor shall be presented to the Relief or Unit Commander within forty-five (45) calendar days from the date on which the member becomes aware of the incident or condition precipitating the grievance. The Relief or Unit Commander shall indicate thereon, in writing, his response to the grievance by the end of relief on the fifth calendar day following the day on which the written grievance was presented. The written grievance containing the response of the Relief or Unit Commander shall be delivered to the individual or organization filing it within five (5) calendar days. Once the grievance has been reduced to writing, no material change may be made in the subject matter of the grievance.

Step Two

Grievances not settled in the first step shall be delivered to the District or Section Commander within seven (7) calendar days after receipt of the written response from the Relief or Unit Commander. The District or Section Commander shall, in conjunction with the appropriate Bureau Commander, investigate the allegations contained in the grievance. Within seven (7) calendar days after submission to him, the District or Section Commander shall prepare a written response to the grievance and provide the individual or organization filing the grievance and the Chief of Police with a copy of his response. If the response prepared by the District or Section Commander is not satisfactory, then the party filing the grievance shall have seven (7) calendar days to appeal the grievance to the Third Step.

Step Three

If the grievance is not settled to the satisfaction of all concerned parties, then the grievance shall be submitted to the Chief of Police who shall review the grievance. Within seven (7) calendar days after its submission to him, the Chief of Police shall issue a written decision and a copy of the decision shall be delivered to the individual or organization filing the grievance. If the decision of the Chief of Police is not satisfactory, then the party filing the grievance shall have seven (7) calendar days in which to appeal the grievance to the Fourth Step.

Step Four

If the decision of the Chief of Police is not satisfactory, then the grievance shall be submitted to the Assistant or Deputy City Manager. The Assistant or Deputy City Manager shall submit his written decision to the party or organization filing the grievance not later than fourteen (14) calendar days after receipt of the grievance by the Assistant or Deputy City Manager. If the decision of the Assistant or Deputy City Manager is not satisfactory, the individual or organization filing the grievance shall have seven (7) calendar days to appeal the grievance to the Fifth Step.

Step Five

If the grievance is not resolved to the satisfaction of the individual or organization filing the grievance, then the individual or organization filing the grievance shall notify the City Manager in writing, within seven (7) calendar days after the decision of the Assistant or Deputy City Manager, that the grievance has not been resolved. The City Manager shall review the grievance and shall prepare a written decision to the grievance within fourteen (14) calendar days after receipt of the decision of the Assistant or Deputy City Manager. A copy of the decision shall be delivered to the individual or organization filing the grievance. If the aggrieved party is dissatisfied with the decision of the City Manager, the grievant shall have thirty (30) calendar days to appeal the grievance to the Sixth Step.

Step Six

Mediation: If the grievant is not satisfied with the decision or adjustment at Step Five, then the individual or organization filing the grievance and the City may submit the matter for grievance mediation in accordance with the procedures in Appendix B hereto.

Arbitration: If the grievant is not satisfied with the decision or adjustment at Step Five, an arbitrator, acceptable to both parties, shall be appointed. The American Arbitration Association (AAA) shall be contacted by the Union, in writing, to obtain a list of arbitrators within ten (10) calendar days after the receipt of the decision or adjustment of the City Manager or his representative, with a copy to the Chief of Police and appropriate Deputy or Assistant City Manager. The parties shall move to select an arbitrator within twenty (20) calendar days of the date AAA transmits the list of arbitrators. AAA rules shall apply to all arbitration procedures, including the selection of arbitrators. The decision of the arbitrator shall be binding. The cost of the arbitrator shall be borne equally by the parties. The Union and the City shall each share the filing fees, administrative fees, or panel fees charged by the AAA. The City, however, shall pay all such administrative fees, filing fees or panel fees in the event a terminated employee selects this grievance and arbitration procedure in lieu of his or her rights to proceed under the civil service laws for cases involving employment terminations. The expense of the expert witnesses shall be paid by the party producing same; and, in the event there is a transcript of proceedings, the party ordering the transcript shall be responsible for the cost of said transcript.

The Arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this agreement and his/her power shall be limited to interpretation or application of the express terms of this agreement.

Section 4. Time Limits

It shall be the obligation of the grievant to file his grievance within the proper time limit. Any grievant who is not satisfied with the decision must file his grievance with the proper party at the next step. Grievances not pursued by the grievant within the stated time limit shall be deemed to have been resolved. A failure by a supervisor or management representative to respond within the proper time shall allow the grievant to proceed to the next step.

Section 5. Legal Representation

The individual or organization filing the grievance shall have the right to be represented by legal counsel at any time after the completion of Step Two of this procedure.

Section 6. Employee Protection

All employees shall be free from any and all restraint, interference, coercion or reprisal on the part of their supervisors in filing any grievance or appeal, or in seeking information relating to the grievance. The above principles apply equally after final resolution of the grievance.

Section 7. Emergency Condition

Where there is an emergency condition, upon mutual agreement between the parties, any step or steps in the procedure may be combined to accelerate the resolution of the grievance. The time limits set forth herein may be extended provided such extension is agreed to in writing by both sides.

Section 8. Pay Step Denials

Grievances concerning pay step denials: If a grievance on a pay step denial is granted, a gross pay adjustment will be made to the date the pay step should have gone into effect.

Section 9. Performance Ratings

In the event a sworn member of the Cincinnati Police Department receives a performance rating which is at least fifteen percent (15%) lower than his/her last annual rating, the rating shall be subject to grievance procedure, beginning at Step Three.

Section 10. Disciplinary Appeals

All forms of disciplinary action which are not appealable to the Civil Service Commission or the courts, except written or oral reprimands and Forms 475, shall be subject to review through Steps 3, 4, 5 and 6 of the grievance procedure.

ARTICLE IV
Issues and Complaints/Labor Management Committee

Section 1. Issues and Complaints

The City recognizes that conditions exist, peculiar to a Police Administration, which necessitate continuing discussions between members of the FOP and the City Administration. To facilitate this discussion, the City agrees to mandatory meetings with the FOP President or his representatives to hear issues and complaints relating to matters which adversely affect a member or members of the FOP and which are not covered by the grievance procedure or are not under the jurisdiction of the Civil Service Commission.

Issues and complaints may be presented to the Unit Commander, the Bureau Commander, the Chief of Police, the Assistant or Deputy City Manager or the City Manager. The party to whom the issue or complaint is presented must discuss the matter. Issues and complaints may be presented at any of the stated levels of administration. Discussion or presentation at a particular level will not be a bar to presenting the issue or complaint at any other level.

Section 2. Labor Management Committee

Operating Guidelines

In an effort to further a good working relationship between the parties, a labor management committee ("LMC") shall be formed to investigate, study, and discuss solutions to mutual problems affecting labor relations.

A. Representation on this committee will be:

For the City:

Assistant or Deputy City Manager or designee
Director of Human Resources, or Dept. Representative
Chief of Police, or designee
Up to two (2) additional members, of the City's choosing, who are City employees and are not represented by AFSCME, Cincinnati Fire Fighters Local 48, or any other Union.

For the FOP:

President and four (4) additional FOP representatives, or their designees (total of five (5) from both units), to be chosen by the President for one (1) year terms.

B. The parties reserve the right to invite their Association representative or legal counsel to meetings where agenda items have bearing upon matters that relate to collective bargaining or potentially grievable items or where otherwise deemed necessary upon written notice to the other party.

C. An Assistant or Deputy City Manager and President will serve as co-chairpersons of the committee.

D. One member appointed by the co-chairpersons will serve as Secretary and prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to City and FOP representatives.

E. Meeting Schedule and Agenda

1. Meetings will be held on a monthly basis and limited to two hours; any variance must be mutually agreed to. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.

2. The specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

3. Except in emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.

F. General Guidelines

1. It is recognized that recommendations growing out of these meetings are not binding.

2. Topics that could lead to grievances may be discussed.

3. Each person wishing to speak shall be recognized by the chairperson before speaking, subject to the rules of order adopted by the parties to govern the conduct of meetings.

4. The co-chairpersons shall recognize a motion by either party to table a topic for further study.

5. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor management relationship - for instance, grievance procedure, negotiations, etc.

6. There will be mutual agreement on any news releases.

G. The above rules and guidelines may be changed if mutually agreed to in writing.

H. Prior to the outset of LMC meetings, the parties will mutually arrange for training in the LMC collaborative process by the Federal Mediation and Conciliation Service, or another mutually agreed upon provider. All expenses connected with such training shall be borne by the City. FOP representatives on the LMC shall not suffer any loss of salary and will be paid overtime (scheduled overtime) for attending LMC meetings outside their regularly scheduled work hours. FOP representatives appointed shall be released from duty for the periods of such training.

ARTICLE V
Security

Queen City Lodge No. 69, Fraternal Order of Police, agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike or picketing against the City or any slow down or other interruption of, or interference with, the normal functions of City services. The City will not lock out any employee or otherwise intentionally interrupt or prevent the continuity of services in the Police Department insofar as such services are required in the normal and usual operation of the City.

ARTICLE VI
Agency Shop/Free Check-Off

Effective January 1, 1985, all employees in the bargaining unit who are not members in good standing with the Fraternal Order of Police (FOP) shall pay a fair share fee to the FOP. The fair share fee shall be the amount paid by members of the bargaining unit who are now members of the FOP.

All employees hired after January 1, 1985 who do not become members in good standing of the FOP shall pay fair share fee to the FOP effective the employee's date of hire.

The bi-weekly fair share fee amount shall be certified to the City by the FOP.

The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require written authorization for payroll deduction. Payment of fair share fees shall be made in accordance with Article VI of this Agreement and with the provisions of O.R.C. Section 4117.09(C).

The City shall deduct the FOP dues or fair share fees bi-weekly. The amount to be deducted shall be certified to the City by the FOP. There shall be no cost to either the employee or the FOP for the above service. Further, should deductions from members of the Death Benefit Club become necessary, said deduction shall be accomplished by the City at no cost to either the members of the Club or the Club itself.

The City shall deduct from the salary or wages of a member the amount which the member voluntarily requests to be withheld and forward payment to the Police Credit Union.

ARTICLE VII
Wages and Benefits

Section 1. Wages

Wage rates under this Agreement are established for the appropriate classifications in Division 2 of Chapter 307 of the Cincinnati Municipal Code. A schedule of those rates is marked as Exhibit "A" and attached hereto and made a part hereof.

All sworn members of the Cincinnati Police Department covered by this Agreement shall be paid bi-weekly. All new sworn employees in the Cincinnati Police Department shall start on the first step of any pay range.

Pay increases (step-ups) shall be made upon recommendation of the department head and with the approval of the City Manager. Reinstated employees are considered new employees for the purposes of salary increases. Employees recalled from lay-off shall start on their old salary step and shall receive credit for the time worked in the classification since the date of hire or date of last merit increase. Employees returning from military leave shall receive service credit for

salary step-up for all time spent in military service. Increases caused by a change in the salary ordinance shall be processed automatically by the City Human Resources Department.

When an employee is demoted, for other than disciplinary reasons, the pay should be the same rate of pay if the new classification contains such a rate; otherwise, at the rate of pay lower than rate before demotion. A disciplinary demotion in and of itself shall not prevent the employee from receiving his/her next scheduled step-up. However, no employee can get a salary step in the lower classification which is higher than that step which he would have been on had he been in that classification originally without approval of the Civil Service Commission.

Section 2. Holiday/Compensatory Time

All sworn members of the Cincinnati Police Department shall receive on January 1 of each year one hundred twenty (120) hours of compensatory time plus eight (8) hours or any equivalent portion thereof, for any special holiday or partial holiday. The authority to grant special holidays, including days of mourning, shall rest with the City Manager. However, if the City Manager grants a special holiday to members of AFSCME, Ohio Council 8 or the Cincinnati Fire Fighters Local 48, it shall also be granted to all sworn members of the Cincinnati Police Department.

Each sworn member of the Cincinnati Police Department shall have the option in June of each year to sell back up to eighty (80) hours of the member's earned and accumulated compensatory time. The City has the option to buy back more compensatory time in September if the member is in agreement.

In addition, any sworn member having twenty-two (22) years of service credit or more with the City of Cincinnati or the Ohio Police and Fire Pension Fund shall have a one time option to declare a period of three consecutive years in each of which years they can sell back up to 120 hours of the member's earned and accumulated compensatory/holiday time. Such payment shall be made on or before the 15th day of January of each eligible year.

All police recruits will, upon graduation from the police academy, automatically receive sixty (60) hours of compensatory time.

If for any reason a police officer on probationary status leaves the employment of the City of Cincinnati after receiving the sixty (60) hours of compensatory time, then such former police officer on probationary status will receive payment for the pro rata share of compensatory time earned at the rate of 3.33 hours for each full work week completed after the date of hire as a recruit.

If an officer (other than police recruit) uses 120 hours compensatory time before March 31st and then retires or is separated for any reason before March 31st, the officer shall reimburse the City for 90 hours of compensatory time. If such officer retires or is separated before June 30th, the officer shall reimburse the City for 60 hours of compensatory time. If such officer retires or is separated before September 30th, the officer shall reimburse the City for 30 hours of

compensatory time. If such officer retires or is separated after September 30th, the officer shall not be required to reimburse the City for any compensatory time.

No employee whose normal work schedule would include that employee working on a city-recognized holiday shall be forced to take the holiday off. Also, no employee shall have any regularly scheduled off-day changed for the purpose of circumventing this provision.

Employees may charge religious holy days to either (a) vacation, (b) earned compensatory time or (c) personal without pay, at the employee's discretion.

On January 1, 1997, and on each successive January 1, up to three (3) hours of compensatory time may be deducted from each sworn member of the Cincinnati Police Department at the discretion of the FOP President. This amount of compensatory time received by the City shall be deposited in the Donated Time Bank.

Section 3. Retirement Gifts and Sale of Department Sidearm

Upon retirement from the Cincinnati Police Department, members shall be afforded the opportunity to purchase their Department sidearm for a fee not to exceed one dollar ($1.00). At retirement, members shall also be presented their badge, wreath and call box key at no cost to the member.

If the present Department sidearm is changed prior to the officer's retirement, the officer issued the new sidearm will be afforded the option to purchase the old sidearm at bid price.

In the case of death of any member, said member's family shall, upon request, receive at no cost the deceased member's badge, wreath and call box key.

Section 4. Call Back

The City agrees to pay all members of the Cincinnati Police Department at time and one-half rates with a minimum of six (6) hours pay (four hours at time and one-half rates) when such employee who is off duty is called in and does report. Exceptions: Court or Show Up, reporting to Employee Health Services or health care provider (except random drug testing), or failure to complete any task or assignment which is normally required and of which he had knowledge or should have had knowledge, or to submit a report relative to a serious disciplinary incident to which he is a party which occurred during the employee's last tour of duty and for which response cannot be delayed until his next regularly scheduled tour of duty. The City shall not be permitted to change an employee's regular work schedule for the purpose of circumventing this benefit. Regular relief or shift changes are excluded from this provision.

In the event a member is called back to make a statement or a report regarding complaints or charges against such member and the complaint or charge is later determined to be "unfounded" or "not sustained" or the member is exonerated or not charged, the employee shall be paid at the call back rate for all time spent in responding to the complaint or charge.

Section 5. Shift Differential

A. Effective May 25, 2014, any sworn member working a tour of duty ending after 1800 hours and on or before 1100 hours shall receive a shift differential compensation of equal to three percent (3%) of the top step of a police officer's hourly rate of pay per hour in addition to his regular rate of pay for all time worked on that shift. Payment of shift differential shall be made in a lump sum, by separate check, during the first pay period in December of each year.

B. If a member requests a temporary change in working hours that would result in eligibility for shift differential, when his normally assigned hours would not allow for shift differential, the member shall not be eligible for shift differential in these incidences.

C. For purposes of administrative convenience the City may compute shift differential on a November 1 - October 31 yearly basis rather than January through December. In such an event annual increases shall be retroactive to November 1 of the preceding year.

Section 6. Overtime Compensation

10-Hour Work Schedule (Seven Off-Day Groups)

The regular work week for employees who are assigned to a 10-hour work schedule shall be comprised of forty (40) hours, consisting of four (4) days of ten (10) consecutive hours each. The forty (40) hour work week shall be Sunday through Saturday. All sworn employees in the forty (40) hour work week schedule who are required to work more than ten (10) consecutive hours in any one (1) day, more than four (4) days or more than forty (40) hours in any one (1) work week, shall be paid overtime compensation in salary at the rate of one and one-half (1-1/2) times the employee's regular salary rate or in compensatory time at the rate of one and one-half (1-1/2) times the actual overtime hours, or portions thereof, worked. The provisions of this section shall not apply to those employees who are receiving additional pay pursuant to the callback or court time provisions of this contract. The purpose of this section is to clarify the overtime provisions of this agreement and not to create additional overtime payments.

8-Hour Work Schedule – Alternate Available for Non-Uniformed Assignments

The regular work week shall be comprised of forty (40) hours, consisting of five (5) days of eight (8) consecutive hours each. The forty (40) hour work week shall be Sunday through Saturday. All sworn employees who are required to work more than eight (8) consecutive hours in any one (1) day, more than five (5) days or more than forty (40) hours in any one (1) work week, shall be paid overtime compensation in salary at the rate of one and one-half (1-1/2) times the employee's regular salary rate or in compensatory time at the rate of one and one-half (1-1/2) times the actual overtime hours, or portions thereof, worked. The provisions of this section shall not apply to those employees who are receiving additional pay pursuant to the callback or court time provisions of this contract. The purpose of this section is to clarify the overtime provisions of this agreement and not to create additional overtime payments.

Unless otherwise provided herein, the employee's consecutive off days and regularly scheduled work hours shall not be changed unless it is mutually agreed upon by the employee and his/her supervisor. No member shall be coerced or intimidated in an effort to obtain said mutual agreement. Training scheduled more than five (5) days in advance, regularly scheduled shift changes, transfers as documented on a Personnel Action Form 14 and promotions shall not apply to this consecutive off day provision. For the purposes of this section only, Off Day group 8 (Saturday/Sunday) will be considered two consecutive off days.

The City will have the right to annually change two (2) of the officer's regularly scheduled off days ("Discretionary Days"), upon seventy-two (72) hours notice to the member, without payment of the applicable overtime rate as set forth above. It is specifically understood that the overtime rates set forth in Example Nos. (1) through (4) below shall be paid to the member in the event any change in regularly assigned work hours or regularly scheduled off days occurs on the day(s) on which the events currently known as "Riverfest" or "Ujima" take place, whether or not those events shall continue to bear those designations. Every reasonable effort will be made to allow the member the opportunity to choose a substitute off day, at the member's choice, within the same work week.

When "Discretionary Days" are invoked by the City, the member can expect to work his regularly assigned shift subject to the overtime provisions in Example Nos. (1) and (2) below.

The starting time of an employee's regularly scheduled tour of duty may be changed by the City by up to two (2) hours on either side of the scheduled tour of duty. If the starting time of the employee's regularly scheduled tour of duty is changed by more than two (2) hours, the employee will receive overtime compensation according to the examples set forth below.

Example 1

<u>10-hour Assignment:</u> If a member is regularly assigned to a shift beginning at 0600 hours and ending at 1600 hours, and his/her assigned hours are changed to 0800 hours to 2100 hours, the member shall receive overtime pay (1-1/2 times the regular hourly rate) from 1800 hours to 2100 hours. Any additional hours worked beyond ten hours will be paid at the overtime rate as provided for above.

<u>8-hour Assignment:</u> If a member is regularly assigned to a shift beginning at 0700 hours and ending at 1500 hours, and his/her assigned hours are changed to 1000 hours to 1800 hours, the member shall receive overtime pay (1-1/2 times the regular hourly rate) from 1700 hours to 1800 hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

Example 2

<u>10-hour Assignment:</u> If a member is regularly assigned to a shift beginning at 0600 hours and ending at 1600 hours, and his/her assigned hours are changed to 0300 hours to 1300 hours, the member shall receive overtime pay (1-1/2 time the regular hourly rate) from 0300 hours to 0400

hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

8-hour Assignment: If a member is regularly assigned to a shift beginning at 0700 hours and ending at 1500 hours, and his/her assigned hours are changed to 0400 hours to 1200 hours, the member shall receive overtime pay (1-1/2 time the regular hourly rate) from 0400 hours to 0500 hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

Example 3

10-hour Assignment: If a member is required to work on his/her regularly scheduled off days, the member shall receive overtime pay (1-1/2 times the regular hourly rate) for all hours worked on a regularly scheduled off day, with a minimum of eight (8) hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

8-hour Assignment: If a member is required to work on his/her regularly scheduled off days, the member shall receive overtime pay (1-1/2 times the regular hourly rate) for all hours worked on a regularly scheduled off day, with a minimum of eight (8) hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

Example 4

10-hour Assignment: If a member is required to work one regularly scheduled off day, and then any consecutive regularly scheduled off day(s), the member shall receive overtime pay at twice the regular hourly rate for all hours worked on the consecutive off day(s), with a minimum of eight (8) hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

8-hour Assignment: If a member is required to work one regularly scheduled off day, and then any consecutive regularly scheduled off day(s), the member shall receive overtime pay at twice the regular hourly rate for all hours worked on the consecutive off day(s), with a minimum of eight (8) hours. Any additional hours worked beyond eight hours will be paid at the overtime rate as provided for above.

Overtime for fractions of hours will be reported in six (6) minute increments.

An employee may elect to be paid in cash for overtime provided funds remain in the Police Department overtime budget as allocated to organizational units on a bi-weekly basis. When the bi-weekly allocation is depleted the employee shall be paid for his overtime with compensatory time unless the employee elects to defer payment in cash until a new bi-weekly overtime allocation is in effect.

The City will issue a directive to all Police Department bureaus that they shall make every effort to see that employees will be paid for their overtime in the same period earned.

Section 7. Employee's Right to Name Beneficiary

The employee shall have the right to designate the beneficiary on his City death benefit.

Section 8. Shift Separation

An employee will be afforded an eight (8) hour lay over between his tours of duty; meaning an employee who works a normal eight hour tour and is relieved, shall not be ordered to another eight hour tour without such lay over. Unscheduled overtime, State of Emergency, and court time to be an exception in this case.

Section 9. Bulletin Boards

The City agrees to share one-half (1/2) of the space on bulletin boards located at all police installations as of January 1, 1976 for the purpose of FOP business. This provision does not apply to additional bulletin boards which may be installed after January 1, 1976. The location shall be with mutual approval of both the City and the FOP Bargaining Committee. Posting and removal of all items in the FOP space shall be with the express permission of said FOP Bargaining Committee.

Section 10. Compensation for Court Appearances, Hearing and Show-Up

A. Purpose

1. To provide uniformity in the compensation of Department personnel for appearances in court, hearings and attendance at show-up.

B. Definitions

Compensation - Pay or time, determined by the type and number of court appearances on a given day at time and one-half the hourly rates.

Court Appearance - Required attendance at any of the following:

1. Local and State Courts of Record - Civil and Criminal
2. Grand Jury
3. Federal Court - Civil and Criminal
4. Ohio Liquor Control Board, Probation or Parole Hearings, Ohio Board of Nursing, Ohio Board of Pharmacy, or any other similar agency.
5. Out-of-town Courts (1 thru 3) - Other Counties and States Required Attendance - Subpoena or other officially recognized notification to attend a court or hearing (Juvenile Court, Court Referee, Small Claims Court, Probation/Parole, deposition before notary included) as a representative of the Cincinnati Police Department.

Off Days - Those days commencing with the last hour worked on a normal tour of duty when the employee is not required to return to work within the next twenty-four (24) hour

period, and ending when the employee actually returns to duty (this includes preplanned vacation and compensatory time off granted prior to notification to appear).

Off-Duty - Those hours between normally scheduled tours of duty, excluding off day (i.e., between 0600 and 2200 hours, between 2200 and 1400 hours, between 1400 and 0600 hours and between 0400 and 2000 hours).

Dead Time - If the member's regular shift ends less than eight hours prior to any schedule court appearance that time shall be considered dead time.

Department Personnel - Sworn and civilian members of the Police Department.

C. Compensation Policy for Off-Duty Attendance

1. Department personnel shall be compensated with time (minimum of three (3) hours compensation) for a solitary appearance in traffic or criminal cases up to and including preliminary hearings and show-up.

   a. This includes civil cases in the Hamilton County Municipal Court System. Witness fees will be surrendered.

2. Department personnel shall be compensated for a solitary dead time appearance with pay at a rate of 2 hours above and beyond the normal compensation as outlined in Items C-1, C-4, and C-5.

3. Department personnel shall be compensated for a solitary off-day appearance with pay at a rate of 2 hours above and beyond the normal compensation as outlined in Items C-1, C-4, and C-5.

4. Personnel shall receive compensation with pay for the first two hours at 1-1/2 rate for a solitary appearance in Grand Jury, Common Pleas Court (including Juvenile Court), Cincinnati Federal Court or Federal Court in Covington, Kentucky.

   a. This includes civil cases.

   b. Cash will be surrendered at unit of assignment. Attach form 68P describing court or hearing.

5. Off-duty time spent in any of the previously mentioned courts, hearings, or show-up in excess of two hours shall be compensated with time in increments of ten minutes at a time and one-half rate (1 to 10 minutes = 15 minutes compensation).

6. When multiple appearances are required in one day, compensation will be as follows:

a. First two hours will be compensated with pay or time depending on court or hearing attended.

b. Pay can be received for only two hours at 1-1/2 rate in one day, with the exception of dead time and off-day compensation (C-2 and C-3).

c. Time in court or show-up beyond first two hours will be computed in increments as directed in Item C-5.

d. Multiple appearances beginning prior to noon and extending into the afternoon will be compensated as previously indicated unless one hour or more elapses between the end of previous court and the last court appearance. In this instance, the last court will be treated as a separate appearance with two hours compensation at 1-1/2 rate.

EXAMPLE #1

Officer's appearance for one day, off-duty consisted of the following:

Show-Up	0800 - 0900 hours
Grand Jury	1000 - 1130 hours
Common Pleas	1130 - 1210 hours
Traffic Court	1300 - 1330 hours
Juvenile Court	1435 - 1440 hours

Compensation:

Pay - Grand Jury = 2 hrs. (x 1-1/2)
0800-1000
Time - Increments = 3-1/2 hrs. (x 1-1/2)
1000-1330
Time - Juvenile Court = 2 hrs. (x 1-1/2)
1435-1440

TOTAL: 3 hrs. pay, 8-1/4 hrs. time.

EXAMPLE #2

Grand Jury	1100 - 1200 hours
Traffic Court	1300 - 1310 hours

Compensation:

Pay - Grand Jury = 2 hrs. (x 1-1/2)
1100-1200
Time - Traffic Court = 2 hrs. (x 1-1/2)
1300-1310

TOTAL: 3 hrs. pay, 3 hrs. time

EXAMPLE #3

Grand Jury	1000 - 1015 hours
Common Pleas	1100 - 1230 hours
Juvenile Court	1315 - 1415 hours

Compensation:
Pay - Grand Jury = 2 hrs. (x 1-1/2)
1000-1200
Time - Increment = 2-1/4 hrs. (x 1-1/2)
1200-1415
TOTAL: 3 hrs. pay, 3 hrs. 25 min. time

EXAMPLE #4

Off-day compensation is computed in the same way as above examples with an automatic additional 2 hours pay.

Grand Jury	1100 - 1200 hours
Traffic Court	1300 - 1310 hours

Compensation:
Pay - Off-day = 2 hrs.
Pay - Grand Jury = 2 hrs. (x 1-1/2)
1100-1200
Time - Traffic Court = 2 hrs. (x 1-1/2)
1300-1310

TOTAL: 2 hrs. pay + 3 hrs. pay + 3 hrs. time = 5 hrs. pay + 3 hrs. time

EXAMPLE #5

Dead time compensation is computed in the same way as above examples (1-3) with an automatic additional 2 hours pay.

Grand Jury	1100 - 1200 hours
Traffic Court	1300 - 1310 hours

Compensation:
Pay - Dead Time = 2 hrs.
Pay - Grand Jury = 2 hrs. (x 1-1/2)
1100-1200
Time - Traffic Court = 2 hrs. (x 1-1/2)
1300-1310

TOTAL: 2 hrs. pay + 3 hrs. pay + 3 hrs. time = 5 hrs. pay + 3 hrs. time

7. When a sworn member is required to appear in court while on a "sick with pay" status said member will be compensated in accordance to the Compensation Policy for Off-Duty Attendance (C-1).

8. Personnel appearing in Federal Court, outside of Cincinnati and Covington, Kentucky, or the Ohio Liquor Board Hearing, Ohio Board of Nursing, and the

Ohio Board of Pharmacy will retain the check issued by that agency as compensation for the appearance.

a. An appearance at the Ohio State Liquor Board, Ohio Board of Nursing, Ohio Board of Pharmacy or Parole Board Hearing Outside Hamilton County or non-local Federal Courts counts as work day. The check is retained for miscellaneous expenses incurred while in that city.

9. An appearance in an out-of-city court other than those in C-8 will be treated as if it were a Common Pleas appearance in the City.

a. Witness fees will be surrendered.
b. Mileage fees will be surrendered if a city vehicle is used.
c. Mileage fees received from the subpoenaing jurisdiction for use of private vehicle may be retained. If fee is less than that paid by Cincinnati, a claim for the difference may be made to Fiscal and Budgetary Section.
d. The member's supervisor will consider reasonable time for travel to out-of-city courts and will include such times as part of compensated court time.
e. Any appearance involving lengthy travel, overnight stays, etc., will be treated dependent on time involved, duty status and compensation given by the subpoenaing authority. In these instances the member involved will obtain a statement from a responsible court official delineating time spent in court or time involved in preparing for case presentation. These facts will be presented to the Chief, via chain of command, for his review and determination of compensation.

10. Off-duty time spent in court prior to or extending beyond the member's normal work period will be treated the same as Items C-1, C-4 and C-5 above.

11. Taking time off or changing normal work hours in order to receive extra compensation for appearing in court is prohibited.

12. Personnel will only be compensated for court appearances that are a direct result of activities as an employee of the Cincinnati Police Department. This rule may be waived provided the detail is initiated and planned by the Police Department.

a. Personnel engaged in employment by a private company or business establishment, in a security, law enforcement or other capacity, will use compensatory or other off time for court attendance in cases which evolve from arrests made on behalf of the private employer. The employing company is responsible for proper compensation for these court appearances.

13. The terms of Items C-2, C-3 and C-6 shall be subject to the terms of this Item:

    a. Department personnel can qualify for either off-day or dead time compensation, but not both at the same time or on the same day. In addition, afternoon court appearances, which are treated as separate court appearances under Item C-6, do not qualify for additional off-day or dead time compensation.

D. On-Duty Attendance

1. Department personnel will receive regular pay and no other compensation for appearances in court while on duty except as noted under section C-8.

2. Check received for on-duty court appearances or hearings will be endorsed, listing the duty status of the officer, and turned in at the unit of assignment. This includes checks received from all of the following local and state courts of record - criminal and civil:

   Juvenile Court
   Grand Jury
   Probate Court
   Local Federal Court - Criminal and Civil

   a. Cash will be surrendered at unit of assignment. Attach to a Form 68-P describing court or hearing.
   b. In lieu of claims for overtime, mileage and other miscellaneous expenses, personnel attending Ohio Liquor Board, Ohio Board of Nursing, and Ohio Board of Pharmacy or Parole Hearing outside Hamilton County and non-local federal courts will retain the witness fee check to cover their own expenses even though these are all considered on-duty appearances.

3. Reimbursement for mileage and parking is normally part of the witness fee for out-of-town appearances. These fees will be submitted along with the witness fee check except as noted in Section C-8 and D-2b.

E. Recording Appearances at Court Hearings and Show-Up

1. Normally the only records accepted by the Police Department as verification for off-duty court appearances will be the Court Slip (form 68-P) and witness fee checks issued by the various clerks of court.
   a. The Form 68-P must be signed, verifying the member's appearance by the officer of the court so delegated that task.
      1. Increment time will be noted on the court slip in ink by this court officer.
   b. Off-duty appearance at show-up will be verified by the Commander of the Criminal Investigation Section or his delegate on Form 68-P.

c. At appearance where the usual record is a witness fee check, increment time beyond the first two hours will be documented and signed on a Form 68-P by the officer/clerk of the court.

2. All records of appearances will be submitted by the officer to his unit supervisor, who will verify duty status.
   a. Exceptions to this are felony arraignments and preliminary hearings (Rooms A & B). In these instances, the original 68-P is mailed by the Court Section to the officer's unit once a week.

3. Recording and processing time earned for appearances will be in accordance with Procedure 15.120.

Section 11. Longevity Pay

Beginning January 1, 1999, all sworn members of the Cincinnati Police Department shall be paid compensation for length of service in the employment of the City of Cincinnati as follows:

A. After completion of eight (8) years of service, the sum of $475.00 per annum;
B. After completion of ten (10) years of service an amount to be paid annually equal to fifty dollars ($50.00) for each year of such service;
C. After completion of eighteen (18) years of service an amount to be paid annually equal to sixty dollars ($60.00) for each year of such service;
D. After completion of twenty-five (25) years of service, an amount to be paid annually equal to one-hundred dollars ($100.00) for each year of such service;
E. After completion of thirty (30) years of service, the sum of three thousand dollars ($3,000.00) per annum.

Said compensation for length of service shall be paid by separate check on or about the first day of December of each year beginning with the calendar year in which the employee completes, on or before December 31, a term as set forth above.

In case of death, retirement or resignation, the employee shall be paid the annual longevity payment for the number of months on the payroll on a prorated basis.

Section 12. Plainclothes or Surveillance Allowance

Beginning January 1, 2001, all sworn members of the Cincinnati Police Department assigned to duty requiring them to wear civilian clothing for a cumulative period in excess of three (3) months but less than six (6) months during the preceding calendar year, shall be paid an annual clothing allowance in the amount of Two Hundred Dollars ($200.00). In the event a member is assigned to duty requiring him or her to wear civilian clothing for a cumulative period in excess of six (6) months during the preceding calendar year, then he or she shall be paid an annual clothing allowance in the amount of Four Hundred Dollars ($400.00).

All annual clothing allowances shall be paid by separate check on or about January 30 of each year.

Section 13. Payment for Legal Services

Any sworn member of the Cincinnati Police Department who is prosecuted in any criminal court upon a private warrant or indictment based on actions of the employee judged by the City Manager to be in the proper performance of his official duties, or while performing an extension of his official duties, shall be reimbursed for any reasonable expenses (including attorney fees) billed to said employee by his legal counsel for the employee's defense as certified by the City Solicitor. No payment shall be made under this provision unless approved by the City Manager.

Section 14. Death Benefit

Beginning December 10, 2000, upon receipt of proof of death of an active or retired sworn member of the Cincinnati Police Department, there shall be paid to the designated beneficiary of such member, or if no designated beneficiary then to the member's estate, a death benefit as follows:

A. The sum of Thirty-Five Thousand Dollars ($35,000.00) to the designated beneficiary of an active member.

B. The sum of Five Thousand Dollars ($5,000.00) to the designated beneficiary of a retired member.

Section 15. Rank Differential

Effective January 1, 1980, compensation differentials shall be recognized between various ranks and grades in the Cincinnati Police Department as follows:

A. An eight percent (8%) differential between the rank of Police Officer and the grade of Police Specialist.

B. An eight percent (8%) differential between the grade of Police Specialist and the rank of Police Sergeant.

C. A sixteen percent (16%) differential between the ranks of Police Sergeant and Police Lieutenant.

D. A sixteen percent (16%) differential between the ranks of Police Lieutenant and Police Captain.

E. A sixteen percent (16%) differential between the ranks of Police Captain and Assistant Chief.

Section 16. Damaged Personal Property

Any items of personal property, including but not limited to shoes, watches, eyeglasses, contact lenses, dentures or clothing, which are lost in the fresh pursuit or apprehension of a suspect, stolen or damaged in the performance of official duties, shall be reimbursed to the affected sworn member of the Cincinnati Police Department at their current replacement cost, not to exceed $150.00. There shall be no requirement that an employee received an injury to his or her person in order to qualify under this section.

In the event that more than one item of personal property is lost, stolen or damaged in any one incident, then the $150.00 limit shall apply to each individual item and not be considered as the total amount recoverable for all lost, stolen or damaged items.

Exceptions: Personal pagers, cellular telephones, and personal computers shall not be subject to reimbursement under this section unless such items have been specifically authorized in advance and in writing for use and reimbursement by the Chief of Police. If reimbursement is to be denied, that fact must be communicated to the member, in writing, at the time the Chief responds.

Reimbursement under this provision shall be available for personal property lost, damaged, or stolen during off duty employment provided the member is engaged in an official police function.

Section 17. Step-Ups

Personnel promoted to the rank of sergeant and above shall be placed at the lowest step of that rank. The current lowest pay steps for the ranks of Lieutenant, Captain and Assistant Chiefs are eliminated leaving two pay steps. It is understood that this change will not affect existing differentials between ranks. Upon completion of six (6) months of service such sergeants, lieutenants, captains and assistant chiefs, shall be placed at the top pay step of the classification.

For lieutenant and captain positions, this provision will take effect upon expiration of the promotional eligible lists, and any court ordered extension thereof, from exam 98-10 for Police Lieutenant and exam 97-72 for Police Captain.

Section 18. Sick Leave

Members shall be credited with two hours of sick leave for each week of service. Sick leave may be used when a member is quarantined or physically unable to work because of sickness or an off-duty injury. Sickness or injury caused by outside employment which results in inability to work cannot be charged to sick leave unless the outside employment is an extension of police service.

SWP-F. Sick leave shall be granted under the following conditions whenever serious illness or injury affects a member of the immediate family:

A. The member of the immediate family is the husband, wife, parent, parent-in-law, child, sister or brother, grandchild, or grandparent of member or member of the immediate household of the person seeking to use sick leave. SWP-F shall not exceed two (2) days per occurrence, however additional time may be granted by the immediate supervisor provided the employee submits written verification by the treating physician; and

B. It is necessary because of official quarantine or to care for and make arrangements for the sick person, or

C. In the case of hospitalization, the following shall apply:
Three days shall be granted to all sworn members of the Cincinnati Police Department in cases of serious operations, injury, or illness in order to hospitalize a member of the family, be available on the day of any operation or serious test, or to assist in the discharge of the patient from the hospital.

D. Childbirth - A member shall be granted one day of sick leave on the day a spouse is taken to the hospital for the purpose of giving birth, one day on the day the spouse gives birth and one day on the day the child is brought home.

SWP-A (Adoption). In the event that a member adopts a
Child under the age of twelve (12), the Member may take up to twenty-four (24) hours of leave time when the child is brought home, provided that such days are on a workday or immediately before or after a workday for the Member. This leave time will be charged to SWP, vacation, or holiday comp. time at the discretion of the member and is limited to twenty-four (24) hours per adoption. The Employee must notify their supervisor at least two (2) weeks in advance of the arrival of the adopted child. However, emergency situations will not automatically result in denial.

SWP-M. Employees will be allowed to use sick leave credit for the period during which they are physically unable to work due to pregnancy, childbirth, miscarriage, a related medical procedure or recovery, therefrom.

The duration of this leave shall be determined on an individual basis by the employee and her physician. The employee must notify her supervisor approximately two weeks before her expected date of departure. Employees experiencing unexpected emergencies will not be penalized for failure to give proper notification.

All sworn members of the Cincinnati Police Department who are off sick or injured, whether service connected, or not, shall be carried on an "unrestricted" basis. No member will be considered on restricted status unless so ordered by the City/Police Physician. The question of whether a member on sick leave shall be restricted to his or her home shall be left to the discretion of the City/Police Physician. The extent of the restriction shall be determined by the City/Police Physician. The City/Police Physician shall consult with the employee's personal or

attending physician in making his determination of whether or not to grant or continue the "unrestricted" basis. No City employee shall in any way attempt to directly or indirectly influence the decision of the City/Police Physician.

SWP Abuse: Requests for sick leave submitted with the intent to deceive shall be considered fraudulent.

Denial of Time Off: Any employee who has requested and been denied the use of compensatory time, vacation, or any other accrued leave on a particular day, and who calls in sick for the day(s) for which leave was denied, shall be required to provide a physician's verification of injury or illness.

Member with Break in Service

Any person who reenters City employment shall be credited with any accumulated sick leave balance remaining at the end of his previous service. (This section covers all cases of reemployment, including persons who reenter City service by recall, reinstatement or new examination. No credit is given if the employee was out of service more than one (1) year, except because of military leave or layoff.)

Sick With Pay Death (Funeral Leave)

1. Death in the immediate family - four (4) days will be granted for a death in the immediate family (husband, wife, parent, parent-in-law, child, brother, sister, grandchild, grandparent or member of the immediate household). This time off must be used near the death or burial date. It cannot be deferred to a later time. If more than four days are required, the time off must be charged to other leaves (vacation, compensatory time, etc.).

2. Death of any other relative - an employee will be entitled to one day to attend the funeral for the death of any other relative not considered to be in the immediate family. If more than one day is required, the time off must be charged to other leaves (vacation, compensatory time, etc.). An employee can use a maximum of five days a calendar year to attend funerals of relatives not in the immediate family.

Court Appearances

When a sworn member is required to appear in court while on "sick with pay" status, he will be compensated in the normal manner with pay and/or compensatory time for the court appearance.

He will be compensated in the normal manner for attending court prior to being called off sick. For example, if a sworn member attends court from 0900 to 1100 and then becomes ill and is unable to report for his schedule tour of duty beginning at 2000, he will still receive normal compensation for the morning court appearance.

This policy will not affect officers on "injured with pay" status since they receive full pay with no loss of previously accumulated sick time.

Sick With Pay Reciprocity

All members shall have the option to convert to cash up to eighty (80) hours of accumulated sick leave annually. The conversion shall be at the rate of one (1) hours pay for two (2) hours of accumulated sick leave.

This benefit shall not be available unless the member has a sick leave balance of at least eight hundred (800) hours at the end of the last pay period in the previous payroll year and has used no more than twenty-four (24) hours of sick leave in that same previous payroll year. Sick leave time used for attendance at a funeral for the death of a member's family shall not be counted in computing the 24 hour annual limit of sick leave to qualify for the conversion of accumulated sick leave to pay.

The first payment of this benefit shall be based upon the 1982 payroll year and shall be made in a lump sum, by a separate check during the second pay period in February of each year, beginning in 1983, and annually thereafter.

Any eligible member desiring to make such conversion of accumulated sick leave to cash must notify his supervisor of the total number of hours he desires to convert, on or before January 15 of the year in which the payment is to be made. Conversion will be at the member's hourly rate of pay in effect during the last pay period of the previous payroll year. (Example: Payments to be made in February, 1983 shall be based upon the member's hourly rate of pay in effect during the last pay period of the 1982 payroll year).

All hours of sick leave converted by virtue of this provision shall be deducted from the member's sick leave balance. All unused or unconverted sick leave shall continue to accumulate. No prorated payments or conversion will be granted to members leaving city service during the benefit year (previous payroll year).

Section 19. Vacation

A. Commencing January 1, 1982, each sworn member shall be granted annual vacation leave according to the following schedule:

Length of Service	Earned Per Pay Period	Hours
Less than 4 yrs.	3.4	
4 yrs. to less than 9 yrs.	4.4	
9 yrs. to less than 14 yrs.	5.0	
14 yrs. to less than 19 yrs.	5.9	
19 yrs. and over	7.4	

Length of Service	Yearly Accumulation
less than 4 yrs.	89
4 yrs. to less than 9 yrs.	115
9 yrs. to less than 14 yrs.	131
14 yrs. to less than 19 yrs.	154
19 yrs. and over	193

Length of Service	Maximum Accumulation	
	Hired on or before 7/1/97	Hired after 7/1/97
Less than 4 yrs.	267	178
4 yrs. to less than 9 yrs.	345	230
9 yrs. to less than 14 yrs.	393	262
14 yrs. to less than 19 yrs.	462	308
19 yrs. and over	587	394

No member will be required to take an annual vacation and may accumulate vacation according to the maximum accumulation schedule.

Pro rata adjustment of yearly vacation maximum accumulation shall be automatically made to incorporate the additional vacation increases.

A member of the bargaining unit will be entitled to vacation credit for prior service as a City of Cincinnati employee.

B. Vacation Selection. Vacation selection in the ranks above Police Specialist in the Cincinnati Police Department shall be according to seniority as determined by the members date of appointment to his/her current rank. If two or more employees were promoted on the same day from the same overall promotional eligibility list, vacation seniority shall be determined by final overall numerical promotional examination rankings.

Vacation selection shall be made by the last Monday in February of the vacation year. The vacation list shall be typed, including any necessary selection changes, approved and posted on the first Monday of March. If any selection is changed, it will be done in accordance with seniority as listed above. Once posted a member shall not be compelled to change a selected vacation.

A bargaining unit member who returns to service as a Cincinnati Police Officer following resignation from the Cincinnati Police Department shall use his/her date of rehire or reinstatement for purposes of establishing his/her vacation seniority date, except as provided in section 19(c).

C. Break in Service. For the purpose of determining vacation seniority, the following applies:

Restored from lay-off Restored from military service Restored from retirement Retiree hired for different job, no break in service	Retain Original Seniority Date
All other including reinstated personnel	From Date of Rehire or Reinstatement

D. Called Back to Work While on Vacation. A member on vacation and called in for emergency duty shall have the option of:

1. Pay at time and one-half regular pay in lieu of vacation pay.
2. Regular pay plus another day of vacation.

E. If a sworn member of the Police Department is hospitalized while on vacation, his status will automatically be changed from "vacation" to "sick with pay", for actual days hospitalized.

Section 20. Donated Time

All sworn members of the Cincinnati Police Department shall be entitled to donated time benefits:

A. Purpose:

1. To relieve hardship resulting from extended illness.
2. To establish a procedure for the operation of donated time program.

B. Procedure:

1. When it comes to the attention of a Unit Commander that an employee's sick time credit has been or is about to be exhausted, he shall investigate:

   a. The character of the employee's present ailment.
   b. The prognosis of the Police Physician.
   c. The employee's record of sick time used in the past five years.

2. The Unit Commander shall execute a Form 17 to the Police Chief, through channels, setting forth:

   a. The details of his investigation.

b. Any recommendations he may have concerning the employee's eligibility as a recipient of donated court attendance, compensatory time, vacation, or overtime credit.

3. If the Police Chief approves a recommendation for an employee to be the recipient of donated time:

   a. A Form 17 shall be executed by the Police Chief and forwarded to the Assistant or Deputy City Manager for his consideration.
   b. Upon approval by the Assistant or Deputy City Manager:

      1. Personnel Section will initiate a teletype message and memorandum in the staff notes will be made indicating official approval.
      2. Inform the Fraternal Order of Police.

4. Any member of the Department wishing to voluntarily donate time for the benefit of such approved recipient shall:

   a. Submit Form 25 to his Unit Commander:

      1. Listing the name and unit of beneficiary, the kind of time (court, overtime, compensatory or vacation) being donated. Donor's rank and signature must be shown on Form 25.
   b. Unit Commanders will mark court attendance, overtime and compensatory time records in usual fashion, and forward Form 25 for all donated time to the Unit Commander in charge of the beneficiary.
   c. As such credits are applied, Time Book and Daily Personnel Report will be appropriately marked with the symbol "DT" (Donated Time).
   d. In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement date as established by the Police Physician.
   e. Any donated time processed and not needed by recipient due to retirement, return to duty, or other reasons, shall be returned to the donor and unit records adjusted accordingly.

Section 21. Medical Insurance Benefits

Effective January 1, 2009 the City shall provide members of the FOP bargaining unit with coverage under its Anthem Blue Access 80/20 plan as set forth in Appendix C. The City shall notify the Union of any proposed changes in insurance carriers and/or plans and will meet with the Union, if requested, prior to changing insurance carriers or plans. The City may change insurance carriers or plans, as long as a substantially similar plan is offered, with the same level of insurance benefits and co-payments, together with a comparable network of providers.

The premium share shall be 5% of premium costs capped at $35 single and $75 family. Premiums will be deducted from paychecks on a pre-tax basis.

In addition, members of the Police Department will be permitted to participate in the City Flexible Benefit Plan for purposes of establishing medical spending accounts to allow out-of-pocket medical expenses to be paid on a pre-tax basis.

Eligibility for membership in a health care plan shall be in effect immediately upon being sworn in as a member of the Cincinnati Police Department.

Subject to the requirements of the insurer, the level of insurance benefits and co-payments as set forth in Appendix C, shall be guaranteed for the entire term of this agreement.

An employee in a non-pay status shall have medical insurance paid by the City for a maximum of three (3) months while in such status. The Finance Department will, at the request of the employee, continue the employee as a member of the City group if the employee pays the proper fee to the Finance Department. If the employee drops the coverage during such a period, said employee may renew membership with full coverage as of the first day back in City service, provided that a new application form is completed.

Disputes concerning eligibility for benefits under any of the medical plans shall be adjudicated according to the appeals process established by each respective group contract between the City and the medical plan provider. Health benefit disputes shall not be subject to the grievance procedure contained in this agreement.

Dental/Vision Plan

Effective January 1, 2009, the FOP shall select and administer dental and vision insurance plan on behalf of all members of the bargaining unit and the City shall pay the FOP, on a monthly basis, a sum equal to Seventy-seven Dollars and Twenty-Nine Cents ($77.29) per member per month for the term of the contract.

Prior to making such payment to the FOP, the FOP will provide the City with the name of the insurance carrier, the extent of the coverage provided, the rates per member per month and the length of the contract.

Section 22. Terminal Benefits

All sworn employees of the Cincinnati Police Department will be paid all terminal benefits in a lump sum payment, upon resignation, dismissal, layoff, or military separation, however, in the case of a retirement, the member shall be permitted to exercise his/her choice of the two options stated in the "forced retirement" provision of this section, except that a lump sum payment for sick time will be made in accordance with the SWP-R provision for a lump sum payment.

Any sworn employee of the Cincinnati Police Department, who prior to October 1, 1989, was a sworn employee of the Cincinnati Park Police and who is retaining membership in the City of Cincinnati Retirement System is eligible for terminal benefits outlined in this section. The lump sum payment shall be made at the rate of pay in effect on the employee's last day in a pay status and shall include payments for unused vacation and compensatory time, SWP-R, and longevity pay. The amount so accepted by members of the City of Cincinnati Retirement System shall be included in calculating the employee's earnings for pension purposes subject to the limitations of Section 203 of the Cincinnati Municipal Code. The lump sum payment will be subjected to the usual taxes and retirement deductions will be made. All retirements in the City Retirement System will become effective the first of the month following the month in which the employee was last in a pay status.

Cincinnati Police Department: The lump sum payment shall be made at the rate of pay in effect on the employee's last day in a pay status and shall include payment for unused vacation and compensatory time, SWP-R, and longevity pay. The amount so accepted shall be included in calculating the employee's earnings for pension purposes subject to the limitations of the Ohio Police and Firemen's Disability and Pension Fund. The lump sum payment will be subjected to the usual taxes and retirement deductions will be made. All retirements will be made effective the day after the employee's last day on the payroll.

1. Vacation: Vacation is credited up to the date of separation. All unused vacation time must be used prior to the effective date of separation or included in the lump sum payment.

2. SWP-R: If he has met the required age and length of service minimum (including time purchased for military service) and has a sick leave balance of at least 400 hours, he will be paid 1 hour for every 2 hours of his SWP balance, but not more than 600 hours. An employee who retired, was paid SWP-R, then returned to service cannot be paid SWP-R beyond a sum total of 600 hours.

3. Compensatory Time: All unused compensatory time and previously earned holiday time must be used prior to the effective date of separation or included in the lump sum payment.

4. Longevity Pay: Longevity pay for the current year shall be prorated and paid as part of the lump sum. The last day actually worked shall be used to calculate this payment.

Deferred Retirement: Members of the Ohio Police and Firemen's Disability Pension Fund receive pay for SWP-R on a deferred retirement if they have at least twenty-five (25) years of service. Members of the City Retirement System do not receive pay for SWP-R on deferred retirement.

Death in Service: Within sixty (60) days of the date of death, a lump sum payment shall be made at the rate of pay in effect on the employee's last date actually worked, exclusive of special assignment or shift differential rates. This payment shall include:

1. Vacation: Vacation is credited up through the last day actually worked. All unused vacation as of the date of death is to be included in the lump sum payment on an hour for hour basis.

2. SWP-R: If an active employee dies, his beneficiary shall be paid for 100% of his accumulated sick leave. This includes any death, job related or otherwise. No minimum balance of sick leave is required to receive this benefit.

3. Compensatory Overtime: Unused compensatory time and previously earned holiday time at the date of death is to be included in the lump sum payment.

4. Longevity Pay: If the deceased employee has met required length of service minimum, the longevity payment for the current calendar year shall be included in the lump sum payment. For purposes of calculating the longevity payment due, the last day actually worked shall be used.

5. Separation: The date of death is the effective date of separation.

Forced Retirement: An employee forced to retire because of a specific illness or injury may elect either of the following two options upon certification by the Police Physician that such illness or injury was the proximate cause of retirement and upon approval by the Personnel Director;

Option 1 - The employee may remain on the payroll until he has used all his accumulated leave time (vacation, sick leave, comp time).

Option 2 - The employee may receive his terminal benefits in a lump sum according to the rules established in the SWP-R provisions set forth above. (Note that the employee will not receive 100% of his accumulated sick leave time if this option is selected.)

An employee working on a retirement extension after reaching mandatory retirement age, shall be retired the first of the month following medical determination of inability to return to duty. This employee does not have an option. He will be paid terminal benefits as described in Option 2 above.

Any retired City employee who is rehired in another City job subsequent to retirement shall be separated for physical disability immediately upon medical determination of inability to return to duty. He will be paid terminal benefits as described in Option 2 above; however, he may not receive more than 600 hours sick with pay from the combined retirement lump sums.

Notwithstanding any other provision of this Section, an employee who on or after January 1, 2000, selects Option 1, above, shall not continue to accrue vacation, sick leave, longevity pay, holiday/compensatory time, or working out of rank while on the payroll but in inactive status under Option 1. Upon the effective date of the officer's actual voluntary cessation of the duties of said position, such position shall immediately become vacant and shall

immediately be filled from the existing promotional eligibility list for that officer's rank, or shall be filled through the competitive promotional examination process mandated by state civil service law. Nothing herein shall be construed to deny medical insurance coverage and/or the payment of the City's contribution to the Ohio Police and Fireman's Disability and Pension Fund on behalf of the member selecting Option 1.

Section 23. Resignations

Normally, two weeks notice is requested on resignations. However, no penalty will occur on an immediate resignation.

Section 24. Injured With Pay Benefit

A. Whenever a sworn member is injured and disabled while in the performance of his duty, whether he is off duty, on duty, or in the employ of another, he is acting within the scope of his employment as a police officer and should be compensated with IWP benefits (base salary for the period of such an injury) not to exceed one year. This period may be extended for one additional year if the employee is a bed-patient in a hospital or as approved by the City Manager.

Injured with pay benefits shall be available in accordance with the following guidelines:

Disability arising from an injury sustained while off-duty when an officer sees a violation of law, and attempts an arrest.

Disability arising from an injury sustained while off-duty when events occur which requires an officer to undertake duty-related activities.

Injured with pay benefits will not be available for disability arising out of an injury sustained while in the employ of anyone other than the City of Cincinnati unless such disability is compensable under any of the benefit provisions stated above.

All sworn members on injured with pay status shall be carried IWP without loss of any compensatory or vacation benefits. IWP benefits may be initially approved for payment by the City Physician, or by the Police Department subject to the final recommendation and approval by the City Physician. In making a final recommendation to either place an employee on IWP or to continue an employee on IWP, the City Physician must consider medical evidence and opinions provided by the employee's personal physician. If IWP benefits are denied to the employee, the medical decision of the City Physician shall be final and be binding upon the City, FOP, and the affected employee and not subject to the grievance or arbitration procedures of this Agreement. Provided, however, that if an employee's treating physician disagrees with the City Physician's medical decision, both physicians shall mutually select a third physician who will make the final determination, in writing as soon as possible as to whether the employee was medically entitled to receive the IWP benefit, or whether the employee was capable of returning to light or regular duty.

Pending a final determination by the mutually selected third physician, the affected employee may use SWP, vacation, or compensatory time.

Section 25. Other Leaves

A. Pre-induction Leave

Any member ordered for pre-induction physical shall be given time with pay for such purpose by showing his orders to his supervisor. Time taken for periodic physicals for retaining reserve status is not paid for.

B. Reserve Leave

A permanent, full-time member who is a member of any military reserve component is entitled to leave of absence for active duty training for periods not to exceed thirty-one (31) calendar days per year. Such leave must be granted by the City upon presentation of proper military orders. Military training pay differential will be in accordance with City Personnel Policy and Procedures.

C. SWOP

Sick without pay leave will be granted when an employee is sick or injured but does not have a SWP balance, has been refused donated time, or is sick or injured because of an outside job. If the leave extends beyond one month, a medical certificate is required before return to work. No such leave may extend beyond one year.

D. PWOP

Personal without pay leave may be granted for any reason other than to try out for another job. Any PWOP leave extending beyond one month must be reported to the Director of Personnel. No such leave may be extended beyond one year.

Section 26. Clothing and Equipment

Any and all items of apparel or equipment which are required of any sworn member of the Cincinnati Police Department in the performance of his or her duty shall be provided, free of charge, by the City, except socks, underwear, foundation garments, trouser belts, shoes and gloves.

Section 27. Working Out of Rank

Effective October 26, 2014, all sworn members, with the exception of those holding the rank of Assistant Police Chief, shall receive an annual Working Out of Rank benefit in an amount equal to two percent (2%) the member's current annual salary for his/her current rank, to be paid bi-weekly throughout the year. The two percent (2%) working out of rank benefit shall not be included in the City's hourly rate calculations. However, the payment will be included in

all reports made to the Ohio Police and Firemen's Disability and Pension Fund relating to the officer's earnings. Both the City and the FOP agree that this provision is intended to have no FLSA implication.

Section 28. Shift Selection

Shift selection, whether under permanent, rotating or other conditions, in the positions of Police Sergeant, and Police Lieutenant in the Cincinnati Police Department shall be according to seniority as determined by date of appointment to his or her current rank. If two or more employees were promoted on the same day from the same promotional list, seniority shall be determined by final overall numerical promotional examination rankings. Members transferred to another District shall, immediately upon transfer, select his/her shift by seniority.

Nothing in this Section shall preclude the Chief of Police from assigning employees to shifts based upon the needs of the Department.

A bargaining unit member who returns to service as a Cincinnati Police Officer following resignation from the Cincinnati Police Department shall use his/her date of appointment as a police recruit for purpose of shift selection to any restrictions contained in this section.

Section 29. Field Training Officers

Effective December 18, 1994, any sworn supervisor designated by the Police Chief to work as a Field Training Officer (FTO) supervisor shall receive compensation in addition to their regular rate of pay during the period in which FTO supervisory duties are deemed necessary by the Police Chief and are actually being performed. Such compensation shall be two (2) hours per week of compensatory time at one and one half (1-1/2) time the employee's regular salary rate. Members must be designated in advance by the Police Chief or his/her designee.

Section 30. Canine Unit

If working based on 8-hour work day:

The work week for those members assigned a canine as a working partner by the Chief of Police shall consist of thirty-five (35) hours based on five (5) seven (7) hour tours of duty and two (2) days off within a work week. Members will receive eight (8) hours of pay for each seven (7) hour tour of duty to compensate for the weekly off-duty care and maintenance of the animal in their custody. In addition to the above, a canine officer shall receive as supplemental compensation five (5) hours of compensatory time at the time and one-half (1-1/2) rate on a bi-weekly basis.

If working based on 10-hour work day:

The work week for those members assigned a canine as a working partner by the Chief of Police shall consist of thirty-five (35) hours based on four (4) eight (8) hour and forty-five (45) minute tours of duty and three (3) days off within a work week. Members will receive ten (10)

hours of pay for each eight (8) hour and forty-five (45) minute tour of duty to compensate for the weekly off-duty care and maintenance of the animal in their custody. In addition to the above, a canine officer shall receive as supplemental compensation five (5) hours of compensatory time at the time and one-half (1-1/2) rate on a bi-weekly basis.

All City mandated canine training will be conducted on-duty. The City shall supply each canine handler all supplies necessary for the canine as determined by the City including but not limited to kennels, food, and medical treatment.

It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are assigned as responsible for the weekly care, feeding, exercising and boarding of a City canine for all on-duty and off-duty hours worked and so engaged. This agreement shall not be utilized in any way in connection with any pending court action or any claim of denial of canine compensation for any period prior to the execution of the Labor Agreement.

Section 31. Motorcycle Duty

Effective December 18, 1994, supervisors assigned by the Police Chief to motorcycle duty shall receive compensation in addition to their regular rate of pay. Such compensation shall be made biweekly at a rate of forty-two cents ($.42) per hour for all hours earned. Member must be designated in advance by the Police Chief or his/her designee.

Section 32. Assistant Police Chiefs

Assistant Chiefs are employees of the City who are not subject to the overtime, call back, shift differential, court time, shift change compensation and working out of rank provisions of this contract.

In lieu of overtime and the other premium pays listed above, the Assistant Police Chiefs shall receive a lump sum payment semi-annually in the last pay period in June in the amount of $5,000, and $5,000 in the last pay period in December. A pro-rata payment shall be made to an Assistant Chief who leaves City service prior to the last pay period in June or December, whichever is applicable. These payments shall be subject to all regular payroll deductions, but shall not be included in the City's hourly rate calculations. However, the payment will be included in all reports made to the Ohio Police and Fire Pension Fund relating to the officer's earnings.

Section 33. Ohio Peace Officer Training Academy Certification

Effective December 3, 2006, all sworn members shall receive an additional Ohio Peace Officer Training Academy Certification allowance in the amount equal to four percent (4%) of the top step of the annual salary rate of the member's current rank or grade in which the officer is classified; sergeant, lieutenant, captain, and lieutenant colonel's/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.

Effective May 3, 2009, the four percent (4%) OPOTA certification allowance shall be included in the City's hourly rate calculations. Additionally, the payment will be included in all reports made to the Ohio Police and Fireman's Disability and Pension Fund relating to the officer's earnings. Upon inclusion of OPOTA certification pay in the City's hourly rate calculations, this Section 33 shall be void.

Section 34. Tuition Reimbursement

A. Sworn Police Officers are eligible for tuition reimbursement in the following manner. The agency or department can reimburse at the rate of 100% for a grade of A, 80% for a grade of B, or a passing grade in a pass/fail course, and 60% for a grade of C for up to six credit hours per academic session. Plus or minus grades will have no effect on the reimbursement received by the employee.

B. To be eligible to participate in the tuition reimbursement benefit, sworn Police Officers must meet the conditions set forth in Section 3.7 of the Personnel Policies and Procedures dated 10/00 and attached hereto as Appendix D.

C. The above current level of benefits shall be guaranteed for the term of this agreement.

Section 35. Training Allowance

Effective December 3, 2006, all sworn members shall receive an additional Cincinnati Police Training Allowance in the amount equal to two (2%) of the top step of the annual salary rate of the current rank or grade in which the officer is classified; sergeant, lieutenant, captain, and lieutenant colonel's/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. Effective May 3, 2009, the two percent (2%) training allowance shall be included in the City's hourly rate calculations. Additionally, the payment will be included in all reports made to the Ohio Police and Firemen's Disability and Pension Fund relating to the officer's earnings. Upon inclusion of the Training Allowance in the City's hourly rate calculations, this Section 35 shall be void.

Section 36. Promotions

Effective December 14, 2008, any vacancy in the rank of Sergeant, Lieutenant, or Captain shall be filled, within thirty (30) days, from the existing civil service promotional eligible list at the rank in effect at the time the vacancy is created, with the person in the first position on the eligibility list. If no civil service promotional eligible list is in effect at such time, the City shall request that the Civil Service Commission administer a promotional examination for that rank pursuant to state civil service laws. Upon posting of the resulting eligible list, the vacancy shall be filled within thirty (30) days from that list, with the person in the first position on the eligibility list. Any vacancies existing as of December 14, 2008, shall be filled in accordance with the provisions of this article.

ARTICLE VIII
Publication of Assignment Availability and Transfers

Section 1. Publication of Assignment Availability

When a new assignment or vacancy in an existing assigned area becomes available by reason of promotion, retirement, resignation, or transfer, notice of such assignment availability shall be forwarded to all units within ten (10) days of creation of the new assignment or vacancy and conspicuously posted. All such notices will contain a complete description of the position to be filled, including duties, working hours, any special qualifications that may be desired but not required, the name and rank of the immediate supervisor, location where employee will be required to report and work. All personnel who feel that they qualify for the assignment or vacancy are encouraged to submit a request to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be read at roll call for three (3) consecutive days and posted in all units for seven (7) days prior to filling the position.

The Police Chief will consider personal qualifications and competence of the applicants in making a selection.

Nothing in this provision shall in any way control the right of the Police Chief to make a change in assignment or to temporarily fill a vacancy, it is intended to provide a standardized method to be utilized prior to permanently filling a vacancy.

Section 2. Notice of Transfer

All members shall be given a minimum of ten (10) calendar days notice of any involuntary transfer, unless specific extenuating circumstances require less than ten (10) calendar days notice. In such event, a written explanation detailing the specific extenuating circumstances shall be provided to the FOP and the affected member prior to the transfer. The City shall not temporarily change (detail) a member's assignment to circumvent this provision.

ARTICLE IX
Outside Employment

While Civil Service Regulations dictate regulation of off-duty employment, the mechanics of the procedure are actually dictated by the Police Department. 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 Department.

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.

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

ARTICLE X
Police Officer's Rights in Disciplinary Investigations

When a sworn member of the Cincinnati Police Department has been the subject of an investigation which results in a disciplinary hearing, he or his designated representative shall have the right to obtain a copy of any written statement he has made or any recorded statement he

has given, which are to be used in the disciplinary hearing, provided he or his representative makes a written request for such copy prior to the hearing. The officer and his designated representative shall be provided a reasonable time after receiving the above items, to review the materials prior to the disciplinary hearing.

Members who are subject of the investigation will be informed prior to their questioning that they have the right to have legal counsel or a personal representative present during the questioning. Reasonable time will be granted to the member to allow him/her to have legal counsel or a personal representative of his/her choice present during the questioning.

In any interrogation conducted by the Police Department Internal Investigation Section or similar Police Department unit, a member shall have the right to tape record his entire interrogation, including comments prior to and following the actual questioning. The interrogation shall not be unreasonably delayed because of the request for a tape recording.

The FOP shall be permitted to provide and store a tape recorder and tapes in the Internal Investigation Section for the use of any member who is being interrogated, or the member may provide his own recorder and tapes. The FOP recorder and tapes shall not be utilized for any other purpose, and shall be exclusive property of the FOP.

In the event the FOP tape recorder fails to work and the City makes its own recording, the City will make the original recording available to the member or his designated representative to copy, but will not provide a copy.

Employees shall be treated with dignity and respect.

ARTICLE XI
Service Record Availability

Section 1. Expungement, Inspection Notice

A. All disciplinary/corrective actions shall be removed from the member's personnel service record by the following schedule:

1. All disciplinary penalties of less than thirty (30) days suspension, demotion, loss of vacation or reduction of pay shall be removed from the member's personnel service record three (3) years after the date of the incident which is the subject matter of the allegation or charge provided no other suspension or demotion has occurred during the previous three (3) year period.

2. All disciplinary penalties of thirty (30) days or more suspension, demotion, loss of vacation or reduction of pay shall be removed from the member's personnel service record five (5) years after the date of the incident which is the subject matter of the allegation or charge provided no other suspension or demotion has occurred during the previous five (5) year period.

3. All entries and copies placed in the member's personnel service record pertaining to allegations or charges which are determined to be "not sustained" or "unfounded" or which result in an exoneration of the accused member shall be immediately removed from the member's personnel service record and destroyed in accordance with law.

B. Members shall be allowed to examine the original and all copies of their personnel service record in the presence of a supervisor, upon the member's request within a reasonable time. All members shall be informed of all additions and deletions in their personnel service record which have any relationship to disciplinary matters and shall initial any such entries.

Section 2. Period of Limitations

Records maintained by the Police Department, or any other City agency or department which allege misconduct or other breach of discipline, for a period of more than three (3) years from the date of the alleged misconduct or breach of discipline or Department knowledge of such misconduct or breach of discipline shall not be used to support any disciplinary action or charge of misconduct brought against a sworn member of the Police Department after the expiration of said three (3) year period. This provision shall not apply to the City's use of entries or copies of prior disciplinary actions which have been placed in an employee's personnel service records, unless such entries or copies have been or should have been expunged pursuant to any other provisions of this Article XI of the Labor Agreement.

ARTICLE XII
Fraternal Order of Police Provisions

Section 1. FOP Executive Board Members Guarantee

Members of the Queen City Lodge No. 69, Fraternal Order of Police Executive Board shall be guaranteed the right to take time off to attend the regular FOP Executive Board and Regular Membership meetings. Such time off shall be chargeable to the Executive Board member requesting it. Members and Executive Board members of the Queen City Lodge #69 who are elected delegates to the State and National FOP Conferences, shall be guaranteed the right to attend such State and National Conferences. Such time off shall be chargeable to the member or Executive Board member requesting time off.

Section 2. FOP Wage Committee Protection

The wage demands have been submitted in good faith. All members of the Fraternal Order of Police Wage Committee shall be free from coercion, intimidation, discrimination, transfer, threats or other detrimental actions.

A Wage Committee Member, who engages in misconduct that could lead to a suspension without pay or termination, may be transferred pending the outcome of the investigation. In the event that the charges do not lead to a suspension without pay of ten (10) days or more, or termination, the member will be immediately restored to his previous assignment.

Effective 1/1/82 members of the FOP Wage Committee shall be permitted to attend wage negotiation sessions while on duty without changing their regular or assigned shift, at no loss of time to the employee. The City shall grant the FOP Wage Committee reasonable time to prepare its proposals prior to the commencement of bargaining, to prepare for each bargaining session and to prepare for and attend ratification meetings. Such time shall be selected by the FOP President and shall not exceed five-hundred (500) man hours. Wage Committee members who are scheduled to be on duty shall be released and their time off shall be deducted from the balance of the five-hundred (500) hours. Once the balance of the five-hundred (500) hours is depleted, members shall be released, but on their own time. The Wage Committee shall be comprised of not more than ten (10) FOP members.

Members attending mutually scheduled wage negotiation sessions on their own time shall be released from other duty which commences on the day of the negotiation session, provided the session continues for a period of four (4) hours or more. Court attendance is excluded from this provision.

Section 3. Union Leave

Union leave is to be twenty-five (25) days annually. Unused union leave days shall accumulate to a total of forty (40) days and may be carried from year to year.

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, 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.

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 Department 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 for 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.

Section 5. Amendment of Police Procedure Manual

In the event of any addition to, deletion from or modification of the Police Procedure Manual, the President of the FOP shall be fully notified in writing of any such proposed change, and the FOP shall be permitted a reasonable opportunity to submit comments to the Chief of Police and shall be permitted to provide them with any input he feels is necessary. The response of the FOP shall be in writing.

Section 6. Notice of FOP Officials

The FOP shall be required to inform the City of the names of all Executive Board members on February 1 of each year. The FOP shall also inform the City of the names of all Wage Committee members not later than the first negotiating meeting between the City and the FOP.

The FOP will inform the City of any changes in the membership of either the Executive Board or Wage Committee, in writing, within thirty (30) days of the change.

ARTICLE XIII
Integrity of Agreement

This contract represents complete collective bargaining and full agreement by the parties with respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. During the term of this Agreement neither the City nor the FOP will be required to negotiate on any further matters affecting these or any other subjects set forth in the Agreement.

ARTICLE XIV
Savings Clause

If any article or section of this Labor Agreement shall later be declared invalid, unlawful or unenforceable by reason of any existing or subsequently enacted federal or state legislation, or by virtue of any judicial ruling, all other articles and sections of the Labor Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section for such reason, the City and Fraternal Order of Police (FOP) agree to meet within thirty (30) days of the invalidation for the purpose of renegotiating said article or section.

ARTICLE XV
Extended Military Service

Procedure

1. Unless otherwise provided by law any employee entering military service for the first time, and who has held his position for at least 90 days prior to entering extended military service (six months or longer), is entitled by law to restoration in the Police Department, if he reports for work within 90 days after separation from military service with an honorable discharge.

2. Employees scheduled by draft boards to take physical examinations during regular tour of duty may be paid for such time upon presentation of draft board notification of scheduled examination to Commander of Unit to which assigned.

3. Upon leaving, he must show his commanding officer his official orders to active military service.

    a. A resignation will be signed and forwarded to the Police Personnel Section for approval.

b. Separation Form 46-S will be prepared by the Police Personnel Section, noting "Military Leave" as cause of separation.

c. Both forms will be forwarded through the Assistant or Deputy City Manager's Office for processing.

4. Employees leaving for extended military training are entitled to vacation credit earned as recorded on payroll checks. The date of separation should be shown as the day following the expiration date of vacation leave. Units are authorized to adjust any outstanding overtime by extending the date of separation.

   a. Final approval will be made by the Personnel Section.

5. Employees thus severing their service should be cautioned to leave their money in the retirement fund, if they expect to return to the Department.

6. When an employee reports for duty with the Department, after separation from military service, he must present his discharge for inspection by the Police Personnel Section, to indicate he has reported for return to duty within the ninety-day period established by law and that he has an honorable discharge.

7. A physical examination will be required for restoration to active duty.

8. Restoration to former title and to salary step that he would have achieved had he remained in the Department will be made by the Personnel Section by submitting Form 14-S (Personnel Change Sheet) to City Personnel, noting "Return From Military Leave" as reason for reappointment.

9. Time spent in military service will not increase or decrease sick leave credit, as this is based on actual time worked.

ARTICLE XVI
Residency

All sworn members of the Cincinnati Police Department shall reside within the boundaries of Hamilton County.

If the Court of Final Appeal does not rule in favor of the City in Case #A0604513 members shall be permitted to reside in Hamilton, Butler, Warren, or Clermont Counties in the State of Ohio.

If the Court of Final Appeal does rule in favor of the City, current contract language (e.g. residence in Hamilton County) remains.

ARTICLE XVII
Terms of Agreement

This agreement shall be effective as of 12:01 a.m. on the 25th day of May 2014 and shall remain in full force and effect until midnight on the 21st day of May 2016. 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.

ARTICLE XVIII
Waiver or Breach

The waiver or breach, of any term or condition of this Agreement by the City of Cincinnati or the FOP shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XIX
Notices

Notices served upon either party shall be deemed to be adequately given if served upon the persons named below at the address given unless otherwise notified in writing:

Union: Kathleen Harrell, President
Fraternal Order of Police
1900 Central Parkway
Cincinnati, Ohio 45214

City: Hilary Bohannon
Human Resources Director
Human Resources Department
City of Cincinnati
Centennial Two Plaza
805 Central Avenue, Suite 200
Cincinnati, Ohio 45202

ARTICLE XX
Abolishment of Promoted Positions

Section 1. Section 124.37 Abolishment Retained

The City Manager shall retain the authority to abolish any promoted positions in the police Department in accord with Section 124.37 of the Revised Code or any successor statute. This authority shall not be limited in any manner by the terms of Section 2 hereof.

Section 2. Additional Abolishment of Authority

In addition to the authority to abolish promoted positions in accord with Section 124.37 of the Revised Code, the City Manager shall also have authority to abolish such positions in accord with this Section.

When no eligible list exists for a specific promoted rank in the Police Department, the City Manager may, after notifying City Council, establish and set the maximum number of authorized positions at that rank and may set a level higher or lower than the then current number of positions at that rank. An increase or decrease in the number of authorized positions at that promoted rank shall become effective when notice of such action by the City Manager is sent by registered mail to the FOP. A copy of such notice shall also be sent to the Civil Service Commission, the Assistant or Deputy City Manager and the Police Chief. No current employee in the affected rank shall be subject to layoff or demotion solely for the purpose of reaching the newly established number of authorized positions; such reductions shall be accomplished only through attrition (resignation, retirement, promotion, demotion or dismissal for cause or death). The City Manager shall have discretionary authority to abolish such positions as they become vacant for any managerial reason including, without limitation, lack of work, lack of funds, efficiency or a reorganization for the delivery of police service at lower cost. The City Manager may set the number of authorized positions at any time within 10 business days following the expiration of the eligible list for the subject rank. If no reduction in the number of authorized positions is set within the 10 business day period, then a promotional examination shall be given within 60 days thereafter and otherwise in accord with Section 124.44 of the Revised Code.

When the reduced level of authorized positions previously set by the Manager for any promoted rank is reached, the next vacancy at that rank shall be subject to the examination requirements specified by state law. During the term of the promotion eligible list generated by such examination the previously set level of authorized positions for that rank shall not be decreased except in accord with Section 124.37 of the Revised Code provided in Section 1.

The abolishment of any promoted positions pursuant to this Section shall be solely in accord with the terms of this Section and any conflicting provisions of state law including, without limitation, Section 124.37 of the Revised Code, shall not apply to such abolishments. A vacancy for promotion or examination purposes shall not exist in the affected rank until such time as the total number of persons holding that rank falls one below the number of authorized positions previously set. A position that becomes vacant need not be filled prior to the abolishment of that position pursuant to this Section and whether or not related demotions or

layoffs at any lower rank are required shall be determined solely within the discretion of the City Manager. The validity of any abolishment pursuant to this Section shall not be related in any manner to lower rank demotions or layoffs.

Abolishments pursuant to this Section may be appealed only by the FOP to the Civil Service Commission pursuant to the review authority of Section 124.03 of the Revised Code provided that such an appeal may be taken only on behalf of the FOP membership as a group and may not be taken for the purpose of considering the individual complaints of one or more members. The scope of such an appeal shall be limited to the issue of the existence of an abuse of discretion by the City Manager in the abolishment of promoted positions that would directly and substantially impair the safety of Police Department members. This paragraph shall provide the exclusive remedy for a claimed violation of this Section and the grievance procedure shall not apply to such claim.

ARTICLE XXI
Layoff Provision

The City shall be required to provide the Union President a minimum of thirty (30) calendar days written notification of any layoffs in the bargaining unit, and a minimum of ten (10) calendar days written notification of any layoffs to the affected employee(s).

APPENDIX A
Wages

Effective May 25, 2014, members of the bargaining units shall receive a base wage increase of 1.5%.

May 25, 2014 Salary Rates

RANK	HOURLY	BI-WEEKLY	ANNUAL
Police Sergeant	34.929747	2,794.38	72,653.87
	35.938161	2,875.05	74,751.37
Police Lieutenant	40.721497	3,257.72	84,700.71
	41.688267	3,335.06	86,711.59
Police Captain	47.375603	3,790.05	98,541.25
	48.358389	3,868.67	100,585.45
Assistant Police Chief	54.955340	4,396.43	114,307.11
	56.095731	4,487.66	116,679.12

2014 WORKING OUT OF RANK RATES

RANK	HOURLY	BI-WEEKLY	ANNUAL
Police Sergeant	0.698595	55.89	1453.08
	0.718763	57.50	1495.03
Police Lieutenant	0.814430	65.15	1694.01
	0.833765	66.70	1734.23
Police Captain	0.947512	75.80	1970.83
	0.967168	77.37	2011.71

2014 SHIFT DIFFERENTIAL

	HOURLY
Shift Differential	0.924335

APPENDIX B
GRIEVANCE MEDIATION PROCEDURES

In recognition of the desirability of resolving disputes by mutual agreement, the FOP and the City of Cincinnati hereinafter referred to as the "parties," mutually agree to the following policies and procedures for the mediation of grievances pending arbitration, pursuant to the provisions of Article III of the collective bargaining agreement between the parties.

1. Grievance mediation is available to the parties after Step Five of the grievance procedure.

2. A grievance will be referred to mediation if the parties mutually agree to mediate a particular grievance.

3. The parties shall mutually agree to a mediator to serve in the capacity of grievance mediator. The mediator must be an experienced mediator and/or arbitrator with mediation skills. The mediator may serve as an arbitrator for the same issue for which he or she is a mediator only with the agreement of both parties.

4. The mediator will be asked to provide a schedule of available dates. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date, unless otherwise mutually agreed.

5. The grievant shall be represented by the FOP and shall have the right to be present at the mediation conference. The City and the Union may each have no more than three (3) representatives (not counting the grievant) as participants in the mediation effort. Neither party shall be represented by an attorney. On the day of the mediation, persons representing the parties shall be vested that day with full authority to resolve the issues being considered.

6. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted, and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute. There will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.

7. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing.

8. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the

collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into in writing at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

9. If a grievance remains unresolved at the end of the mediation conference the mediator may, if requested by either party, render a verbal opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

10. If a settlement is not reached, the matter shall go forward to the arbitration step. All applicable time limits for appealing a grievance to arbitration contained in the collective bargaining agreement shall commence on the day of the mediation conference.

11. The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences.

12. The parties agree to schedule a minimum of one day a month, if necessary, for mediation efforts during the time period of this agreement.

13. The fees and expenses to be charged by the mediator shall be negotiated between him or her and the parties. Fees and expenses for grievance mediation shall be paid equally by the City and the Union.

14. The parties agree to schedule a day of orientation and training to be attended by those individuals who will be participating in the mediation proceedings on behalf of the parties.

15. The parties agree to mutually examine and review the grievance mediation process and procedures adopted herein twelve (12) months from the date of execution of the collective bargaining agreement. The purpose of said examination and review is to revise, alter, correct or otherwise improve the grievance mediation process and procedures if such is deemed necessary.

APPENDIX C
HEALTH INSURANCE
*** PCP refers to Primary Care Physician.**
**** Major Medical**

Effective May 24, 2014

BENEFIT	BLUE ACCESS 80/20	
	Network	**Non-Network**
Eligible Salary Division	Police	Police
Prior names of Insurance	Blue Access, Anthem, and PPO/Community Choice	
Paycheck Deduction	Single – $13.18 per month Family – $36.40 per month (5% deduction) Pre-tax. Deductions come out 1 month in advance.	Not applicable

The benefits comparison sheet is meant to be a summary of your benefits only.
The Benefits Certificate will serve as the final document for detailing coverage.

ALL CHARGES LISTED WITH A PERCENTAGE ARE FIRST SUBJECT TO AN ANNUAL DEDUCTIBLE.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Maximum Annual Out of Pocket	Single - $300 deductible then 20% coinsurance. until you reach $1,200. Then coverage at 100%. **Total = $1,500**	Single - $600 deductible then 50% coinsurance until you reach $2,400. Then coverage at 100%. **Total = $3,000**
	Family - $600 deductible, then 20% coinsurance until Then coverage at 100%. **Total = $3,000**	Family - $1,200 deductible, then 50% coinsurance until you reach Then coverage at 100%. **Total = $6,000**
	Rx is not included above. Prescriptions always require copay.	Rx is not included above. Prescriptions always require copay.
Network Sizes	Approx. 1400 PCP and 2200 Specialists	Not applicable.

you reach $2,400. $4,800.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Dependents (over age 19)	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.
Lifetime Max. amount per individual.	$2 million combined Network and non-network.	$2 million combined. Network and non-network.
Disease Management Program	Covered.	Not covered.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Maternity	Deductible & then 20% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.	Deductible & then 50% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.
Mental Health Providers	Blue Access uses the Anthem Behavioral Health Network. **No referral needed.**	See inpatient and/or outpatient treatment of mental/nervous disorders for amounts of co-pays.
Office Calls	Deductible & then 20% co-insurance applies.	Deducible & then 50% co-insurance applies.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Prescription drugs.	Member pharmacy -30 day supply $10-formulary generic $20-formulary brand name $30-non-formulary brand name Mail Order-90 day supply $20-formulary generic $40-formulary brand name $60-non-formulary brand name Supplies for diabetes and asthma clients may be covered from 80% up to 100%	Covered at 50%. Does not count for out of pocket maximums Mail Order - not covered
Referrals	No referrals needed unless physician requires it.	
Routine Mammograms & Routine PAP Testing	Covered in full. co-insurance applies.	Deductible & then 50%

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Routine Hearing Evaluation	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
Routine vision exam	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
Wellness/Preventive (physical exams & immunizations)	Covered in full.	Deductible & then 50%co-insurance applies
Alcoholism/Drug Addiction	Inpatient Substance Abuse programs are limited to 2 per lifetime. Limited to 30 days per confinement. Inpatient care must be pre-certified. Deductible & then 20% co-insurance	Deductible & then 50% co-insurance applies. Inpatient & outpatient substance abuse programs (limit of 2 per lifetime)

applies. 50 outpatient visits. Visits are Combined with Mental Health.	Combined with mental health.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Allergy Treatment	Testing & treatment Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Anesthesia	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Blood	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Chiropractor Spinal manipulation services)	Deductible & then 20% co-insurance applies. Limit 12 visits per year.	Deductible & then 50% co-insurance applies. Limit 12 visits per year. combined with network

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Durable Medical & Surgical Supplies	Deductible & then 20% co-insurance applies. Certain supplies are covered under prescription drug card. Does NOT cover general items such as bandages, thermometers, etc. May need claim form.	Deductible & then 50% co-insurance applies. Certain supplies are not covered. Does NOT cover general items such as bandages thermometers, etc. May need claim form.
Emergency Room	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Home Health Care	Deductible & then 20% co-insurance applies. Custodial care is not covered under any plan.	Deductible & then 50% co-insurance applies. Non-network is limited to 30 visits.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Hospital Inpatient	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Hospice	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
Infertility	Deductible & then 20% co-insurance applies. Applicable copays depends on place of service & covered to diagnosis. Fertility treatment is not covered.	Deductible & then 50% co-insurance applies. Only to diagnosis. Fertility treatment is not covered.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Inpatient Hospital Medical /Surgical Stay	Deductible & then 20% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authorization to admission for scheduled Admissions. 60 day limit on stays for physical medicine and rehab.	Deductible & then 50% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authorization to admission for scheduled admissions. 60 day limit on stays for for physical medicine and rehab.
Inpatient Treatment of Mental/Nervous Disorders	Limited to 30 days annually. Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies. Limited to 30 days annually.
Local Ambulance	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Maxillary or Mandibular Osteotomies of Tempromandibular Joint Dysfunction (TMJ)	Deductible & then 20% co-insurance applies if medically necessary and authorized in advance.	Deductible & then 50% co-insurance applies. If medically necessary and authorized in advance.
Oral Surgery	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.

required

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BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Out-of-area Emergency	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Out patient Diagnostic services	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Hemodialysis	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Surgery	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Treatment of Mental/Nervous Disorders	Limited to 50 visits annually. Deductible & then 20% co-insurance applies.	Limited to 50 visits annually combined with network. Deductible & then 50% co-insurance applies.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Physical Therapy and Occupational Therapy	Physical & occupational - Outpatient (60 visit limit annually) Deductible & then 20% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)),	Physical & occupational - Outpatient (60 visit limit annually) Deductible & then 50% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)).
Pre-admission testing.	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Private duty nursing	Deductible & then 20% co-insurance applies. Must be pre-approved	Deductible & then 50% co-insurance applies. Must be pre-approved.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Prosthetic Devices/ Durable Medical Equipment	Deductible & then 20% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity	Deductible & then 50% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity
Radiotherapy & Chemotherapy	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Skilled Nursing Facility	Deductible & then 20% co-insurance applies. Days must be pre-authorized.	Deductible & then 50% co-insurance applies. Days must be pre-authorized.
Surgery	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.

BENEFIT	BLUE ACCESS 80/20	
	Network*	**Non-Network**
Surgical Assistance	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
Urgent Care Center	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Transplants - Kidney, cornea, heart, Lung, pancreas, liver. Tissue transplant Including Bone Marrow	Covered in full. $1 million lifetime maximum lifetime applies.	Deductible & then 20% co-insurance applies. Does not apply towards out of pocket maximums. $1 million lifetime maximum applies, combined with network.

If you go out-of-network, the City cannot control the doctor's offices from balance billing for any differences between what Anthem pays and what Anthem states is your co-pay.

*You can check Anthem's web site for a current list of network providers at www.anthem.com.

APPENDIX D
TUITION REIMBURSEMENT

A full-time (at least 3/4 time) permanent or provisional employee is eligible for tuition reimbursement for up to six credit hours per academic session at the rate of: 100% for A, 80% for B, 60% for C (plus and minus grades have no effect on the reimbursement received by the employee). In courses that are graded on pass/fail basis, 80% tuition reimbursement will be granted for a passing grade and 0% reimbursement for a failing grade provided that:

1. The employee has completed his probationary period before the course begins.

2. The education or training is obtained from an approved, and accredited college, university, secondary school, technical institute, business institute or other institute or school during non-working hours. An agency may allow courses to be taken during work hours provided vacation or compensatory time is used.

3. The course is job related or related to the employee's current position or to his future city development and promotion.

4. Request for reimbursement is filed before course registration using the designated form. The reimbursement is only for tuition expenses. Lab fees, etc. are not reimbursable. Funds from the agency's budget must be available.

5. Final determination regarding course relatedness or accreditability shall be made by the Director of Human Resources **before** the request for reimbursement is approved by the department director.

6. A receipt of tuition payment and a grade report is submitted within 30 days after the academic session ends. A grade of at least "C" or equivalent must be achieved in each course.

7. In case of a full-time employee who is also a full-time student paying a flat rate, the amount to be reimbursed will be determined by dividing the number of hours taken into the tuition or instructional fee (not including any general or special fees) to get the employee's cost per credit hour which will be reimbursed based on the aforementioned ABC scale.

Signed this _____ day of _____, ~~2009~~ 2015.

Queen City Lodge No. 69 **City of Cincinnati**

By: _____
Kathleen Harrell
President

_____
Terry Pierano
Vice President

_____
George Pille
Police Sergeant

_____
Art Schultz
Police Sergeant

_____
Dave Bailey
Asst Police Chief

_____
Chris Matzen
Police Lieutenant

_____
Donna Dees
Police Sergeant

_____
Mike Bolte
Retired Police Captain

_____
Steve Lazarus
Council to FOP Wage Team

By: _____
Harry Black
City Manager

_____
Georgetta Kelly
Human Resources Director

_____
Nancy Olind
Assistant Human Resources Director

_____
Julie Bissinger
Assistant City Solicitor

_____
Jeffrey Blackwell
Cincinnati Chief of Police

_____
Paul Humphries
Executive Assistant Police Chief

_____
Ella Topham
Division Manager, Personnel & Finance, Police Department

_____
Andrew Dudas
Budget Analyst

_____
Brian Gay
Budget Analyst

Darla Meadors

Darla Meadors
Supervising Management Analyst