

City of Cincinnati



Interdepartmental
Correspondence Sheet

February 16, 2011

To: Mayor and Members of Council

From: Milton Dohoney, Jr., City Manager

201100212

Subject: FOP Contract Extension Agreement

Attached is an Emergency Ordinance captioned:

AUTHORIZING the implementation of the June 12, 2011 to December 22, 2012 collective bargaining agreement between the City of Cincinnati and FOP Queen City Lodge No. 69; and further **AUTHORIZING** the City Manager to execute the terms of the new eighteen (18) month collective bargaining agreement, which is reflected in the tentative agreement attached hereto.

The City Administration has reached a tentative agreement with FOP Queen City Lodge 69 to extend the terms of the current labor agreements with the supervisor and non-supervisory bargaining units, and recommends Council approval for the following reasons:

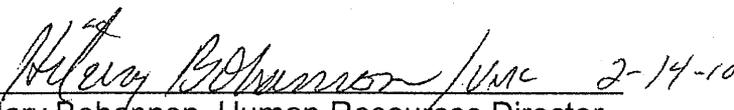
- **Wages will be frozen for 24 months.** The terms of the contracts would be extended for 18 months (from June 2011 through December 2012), and the current agreements already freeze wages for six months (from December 2010 through June 2011).
- These agreements put the FOP in the same position as the Firefighters and AFSCME who recently agreed to two-year wage freezes. Full negotiations with the FOP would almost certainly result in the same outcome.
- The FOP would not agree to a wage freeze if the parties were to engage in full negotiations. The FOP would likely make onerous proposals that could limit management rights. They have had success with this approach.

In summary, the extension agreements provide additional budget stability over the next two years and eliminate risks with the process mandated by state collective bargaining law which culminates in binding arbitration.

FB15114.88

This tentative agreement is subject to approval by a majority of the FOP membership and a majority of the City Council. The FOP membership approved the tentative agreement on February 9, 2011. Statutory timelines require that this agreement be approved (or rejected) by City Council within 30 days of submission, or by my March 18, 2011 or it will be deemed approved.

The Administration recommends approval of this Emergency Ordinance.


Hilary Bohannon, Human Resources Director

EMERGENCY

City of Cincinnati

KAM
JPC/RAH

An Ordinance No. _____

- 2011

AUTHORIZING the implementation of the June 12, 2011 to December 22, 2012 collective bargaining agreement between the City of Cincinnati and FOP Queen City Lodge No. 69; and, further AUTHORIZING the City Manager to execute the terms of the new eighteen (18) month collective bargaining agreement, which is reflected in the tentative agreement attached hereto.

WHEREAS, on February 3, 2011, the City and FOP Queen City Lodge No. 69 (hereinafter "FOP") negotiators reached a tentative agreement on the terms of a new, eighteen (18) month agreement effective June 12, 2011 through December 22, 2012, which provides for a wage freeze through December 22, 2012, the specific terms of which are reflected in the tentative agreement attached hereto; and

WHEREAS, the membership of FOP ratified the tentative agreement on February 9, 2011; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is authorized to enter into the June 12, 2011 to December 22, 2012 collective bargaining agreement between the City of Cincinnati and FOP, which is substantially in the form of the tentative agreement attached hereto and by this reference made a part hereof.

Section 2. That the City Manager is authorized to implement and execute the terms of said agreement during its eighteen (18) month term.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6, be effective immediately. The reason for the emergency is to comply with State law requirements regarding legislative approval for tentative agreements related to collective bargaining agreements.

Passed: _____, 2011

Mayor

Attest: _____
Clerk

TENTATIVE CONTRACT AGREEMENT

BETWEEN THE FOP QUEEN CITY LODGE# 69 AND THE CITY OF CINCINNATI

The Parties, FOP Queen City Lodge No. 69 and the City of Cincinnati, tentatively agree to enter into successor agreements to the existing supervisory and non-supervisory labor agreements which expire on June 11, 2011. The details of this tentative agreement are reflected in the attached documents which are attached hereto incorporated into this tentative agreement.

Executed, this 3rd Day of February , 2011:

For the City:

Hilary Bohannon 2-4-11
Hilary Bohannon, Human Resources Director

Ursula McDonnell 2-4-11
Ursula McDonnell, Labor Relations Manager

For the FOP:

Kathy Harrell 2-4-11
Kathy Harrell, President

Steve Lazarus 2/4/11
Steve Lazarus, FOP Council

FEB10 11 12.89

Article I Recognition

ARTICLE I – Recognition

Non-Supervisors Contract (Non-Supervisors' New Contract Language)

For the contract period (~~December 14, 2008 through June 11, 2011~~) (**June 12, 2011 through December 22, 2012**) and for a continuing period thereafter, unless either party gives written notice of its intention to repudiate this clause, the City agrees to recognize the FOP as the exclusive bargaining agent with exclusive bargaining rights for all sworn members of the Cincinnati Police Department up to and including the rank of Specialist.

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

Article I Recognition

ARTICLE I – Recognition

Supervisors Contract (Supervisors' New Contract Language)

For the contract period (~~December 14, 2008 through June 11, 2011~~) (**June 12, 2011 through December 22, 2012**) 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.

JMC KA
PAGE 2 OF 4
SUS [Signature] 2/3/11

**Article VII – Section 1. Wages
Appendix A**

APPENDIX A (Wages)

Non-Supervisors' Contract

All sworn members of the Cincinnati Police Department covered by this agreement shall receive a basic wage increase of ~~2.0%~~ **0.00%**, effective, ~~December 14, 2008~~ **June 12, 2011**, for the remainder of the year ~~2009~~ **2011**. For the year ~~2010~~ **2012**, members shall receive a ~~2.0%~~ **0.00%** basic wage increase effective ~~December 13, 2009~~ **December 11, 2011**.

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

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

2011/2012 SALARY RATES (Maintain January through June 2011 Rate Schedules as outlined in Appendix A)

**Article VII – Section 1. Wages
Appendix A**

APPENDIX A (Wages)

Supervisors' Contract

All sworn members of the Cincinnati Police Department covered by this agreement shall receive a basic wage increase of ~~2.0%~~ **0.00%**, effective, ~~December 14, 2008~~ **June 12, 2011**, for the remainder of the year ~~2009~~ **2011**. For the year ~~2010~~ **2012**, members shall receive a ~~2.0%~~ **0.00%** basic wage increase effective ~~December 13, 2009~~ **December 11, 2011**.

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

2011/2012 SALARY RATES (Maintain January through June 2011 Rate Schedules as outlined in Appendix A)

JMK KH
PAGE 3 OF 4
2/3/11

**ARTICLE XVII
TERMS OF AGREEMENT**

FOP Current Proposal for Conciliation: (Both Contracts)

Article XVII
Terms of Agreement (18 Month Agreement)

This agreement shall be effective as of 12:01 a.m. on the ~~14th day of December 2008~~ **12th day of June 2011** and shall remain in full force and effect until midnight on the ~~11th day of June, 2011~~ **22nd day of December 2012**. 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.

UAC KH
PAGE 4 OF 4
2/3/11

