

## MEMORANDUM OF UNDERSTANDING

Between

FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL  
POLICE OFFICERS

And

Colerain Township Board of Trustees

The "Memorandum of Understanding" is entered into by the parties hereinafter referred to as the Colerain Township Trustees (Employer) and the Fraternal Order of Police, Ohio Labor Council, INC. (The Union) for the purposes of modifying or adding specific Articles and/or Sections of the current Contract (November 1, 2009 – October 31, 2013).

For the purposes of this Memorandum, the Bargaining Unit consists of Full-time Police Officers.

In consideration of the above, parties agree to add/modify the following provision of the Contract:

- 1) Article 12 – Layoff and Recall  
Section 12.1 shall read:

Should the employer determine, because of a lack of money, that the provision of police services for Colerain Township need to be reduced or full-time police officers positions will be reduced or eliminated, the Employer will end any contract that requires payment from Police District funds to another law enforcement agency for the provision of police services to the Township.

When the Employer determines because of a lack of work, that long layoff is necessary, he shall notify the affected employees thirty days in advance of the effective date of the layoff. Employees will be notified of the employer's decision to implement any short time layoff, lasting nine working days or less as soon as possible.

The parties agree to eliminate the use of "step" increases for all police officers hired on or after May 1, 2012. The parties agree that the starting pay for new police officers is \$47,520.28 per year or \$22.85 per hour. Police officers hired as "full-time" employees after May 1, 2012 will receive wage adjustments based on agreed upon annual percentage increase, as determined through negotiation between the Employer and the Union. The agreement does not impact current full-time employees.

In consideration of the above, parties agree to add/modify the following provision of the Contract:

- 1) Article 15 – Wages and Compensation  
Section 15.1 shall read:

#### Section 15.1

Effective May 1, 2012 and continuing for the duration of this contract, the entry level pay for all newly hired "full-time" police officers is \$47,520.28 per year or \$22.85 per hour. Annual increases for newly hired officers will be negotiated between the Employer and the Union.

All current "full-time" police officers will continue to be paid as negotiated in the November 1, 2009 through October 31, 2013 collective bargaining agreement.

In consideration of the above, parties agree to add/modify the following provision of the Contract:

- 1) Article 17 – Insurance  
Section 17 shall read:

It is the desire of management to continue to provide Family Health Care (HMP, Blue Cross/Blue Shield, Prescription and Dental) insurance. The Employer will maintain the same quality of health care coverage at no increase of percentage cost to the employee's. The current employees' contribution shall be 17% of the total cost of the program for Health Care, Dental and Prescription coverage. All police officers hired after the date of this MOU agreement shall contribute 20% of the total cost of the program for Health Care, Dental and Prescription coverage.

The parties agree that police officers hired as full-time employees will contribute 20% of the total cost of the program for Health Care, Dental and Prescription coverage for the duration of the existing collective bargaining agreement. The increased contribution agreement does not impact current collective bargaining unit members.

In consideration of the above, parties agree to add the following Article into the Contract:

1) Article 32 – Subcontracting  
Section 32 shall read:

The parties agree that the Employer shall have the discretionary right to contract with other governmental law enforcement agencies for the provision of police services to the Township in an amount not to exceed \$376,000 annually during the term of this Memorandum of Understanding. The parties also agree and acknowledge that, during any time in which such contract is in effect between the Township and another governmental law enforcement agency, the Employer shall maintain at least 40 employees covered under the bargaining unit between the Fraternal Order of Police, Ohio Labor Council Sergeants and Patrol Officers.

It is further agreed that, should the Employer determine, because of lack of money, the police services provided for Colerain Township need to be reduced below 40 Patrol Officers/Sergeants, the Employer agrees that it will first end any contract that requires payment from Police District funds to another law enforcement agency for the provision of police services to the Township.

Subcontracting does not preclude the Employer from entering into “Shared Services” agreements with other political subdivisions or law enforcement agencies to share police related assets and/or resources.

It is agreed and understood that the intent of this Agreement, entered into in "good faith," is to provide a relationship through October 31, 2013, a relationship covered partially by a formal Agreement including those issues brought to the table and agreed upon by the parties and after a brief pause to renew or enter into a successor agreement. The life of said contractual agreement expires October 31, 2013.

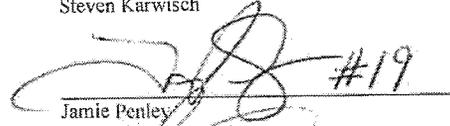
FOR THE TOWNSHIP:

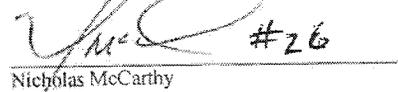
  
James M. Rowan, Administrator

3/27/12  
Date

FOR THE UNION:

 #13  
Steven Karwisch

 #19  
Jamie Penley

 #26  
Nicholas McCarthy

3-26-12  
Date

  
THOMAS J. FEAR FOR/OCCE  
STAFF REP.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 09-MED-07-0747
EMPLOYEE ORGANIZATION,	}	(Police Officers)
	}	
and,	}	
	}	
COLERAIN TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P., Ohio Labor Council, Inc. hereby files a copy of the addendum to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted

Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Dennis Deters  
[ddeters@coleraintwp.org](mailto:ddeters@coleraintwp.org)