

**MEMORANDUM OF UNDERSTANDING**  
**TO AMEND THE COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**THE ST. CLAIR TOWNSHIP BOARD OF TRUSTEES AND**  
**THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

09-27-16  
14-MED-07-0907/0906  
\*Closes 16-MED-08-0734  
and 16-MED-08-0735  
0417-01  
K31453

**Parties:** Whereas this Memorandum of Understanding (MOU) is entered by and between the St. Clair Township Board of Trustees ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc., ("Union").

**Facts:** Whereas the Employer and the Union are parties to a Collective Bargaining Agreement ("CBA"), (SERB Case #2014-MED-0906/0907), governing wages, hours and terms and conditions of employment with effective dates of October 1, 2014 through September 30, 2017 and includes a provision in Article 40, Duration for the negotiation of a wage and healthcare re-opener in 2016. The Parties engaged in good faith negotiations and reached an agreement as stipulated in this MOU as stated below:

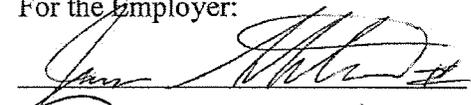
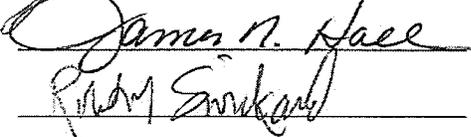
**Terms:** Now, therefore the Employer and the Union agree that the current language in **Article 36, Insurance, Section 1 through Section 5** shall remain unchanged except that effective November 1, 2016 the Health Care plan agreed to by the Employer and the Union shall be the Health America PPO Health Care Plan FCQHDHP5000 Non-Embedded Deductible Plan. All other insurance benefits provided by the Employer, i.e., Vision, Dental, Life and AD&D shall remain unchanged.

Furthermore, the Employer and the Union agree that effective October 1, 2016 the wage scale as stipulated in **Article 30, Wages, Section 1** and as amended by Memorandum of Understanding dated November 17, 2015 (SERB Case # 15-MED-08-0674/0675) shall be adjusted to reflect a 3.0% across-the-board wage increase.

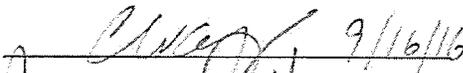
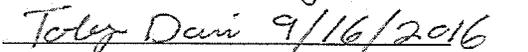
Additionally, the Employer and the Union agree that the language contained in the Memorandum of Understanding dated November 17, 2015 (SERB Case # 15-MED-08-0674/0675) as it pertains specifically to **Article 30 Wages, Section 1** to be amended to be the following: Any employee with seven (7) years total experience as a certified law enforcement officer shall fall into the wage scale in Article 30, Section 1 as listed for employees hired prior to January 1, 2012.

**Execution:** Signed and dated on this 16<sup>th</sup> day of September, 2016.

For the Employer:

  
\_\_\_\_\_  
James N. Hall  
  
\_\_\_\_\_  
Robert Smickard

For the Union:

  
\_\_\_\_\_  
Cheryl 9/16/16  
  
\_\_\_\_\_  
Dawn 9/16/16  
  
\_\_\_\_\_  
Toby Dawn 9/16/2016

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**Facts:** Whereas the Employer and the Union are parties to a Collective Bargaining Agreement ("CBA"), (SERB Case #2014-MED-0906/0907), governing wages, hours and terms and conditions of employment with effective dates of October 1, 2014 through September 30, 2017 and includes an Article 19, *Filling of Vacancies and Promotions*.

**Terms:** Now, therefore the Employer and the Union agree that the current language in Article 19, *Filling of Vacancies and Promotions*, Section 1, Section 3 and Section 4 shall remain unchanged and that effective upon execution of this MOU, Article 19, *Filling of Vacancies and Promotions*, Section 2 shall be amended as agreed below:

Section 2. All promotions or replacements in the bargaining units shall be made available to qualified full-time members of the unit. Vacancies shall be posted for seven (7) calendar days after their occurrence. All non-probationary patrolmen **shall be eligible to apply for a vacancy. The Employer shall convene a panel consisting of the Chief of Police, two Sergeants, a township Trustee and the township fiscal officer for the sole purpose of selecting an employee to fill the vacancy. The panel shall review the qualifications of each candidate and conduct structured oral interviews of the candidates. Emphasis shall be placed on past performance, employment history, training and education, supervisory and leadership qualities and seniority.** ~~will first take a promotional examination (the cost of the test will be incurred by the Township); the top three (3) scorers will be considered to fill the promotional vacancy. Promotional tests will be allocated between written, oral and seniority components as follows:~~

<del>Written</del>	<del>100 points or 45% of the total grade</del>
<del>Oral</del>	<del>25 points or 45% of the total grade</del>
<del>Seniority</del>	<del>up to 10 points or 10% of the total grade</del>

~~All promotional tests will be administered by an independent professional testing service.~~

**Execution:** Signed and dated on this 16<sup>th</sup> day of September, 2016.

For the Employer:  
  
 \_\_\_\_\_  
 James N. Hae  
 \_\_\_\_\_  
 Kerry Swisher  
 \_\_\_\_\_

For the Union:  
 9/16/16  
 \_\_\_\_\_  
 Bob McHugh 9/16/16  
 \_\_\_\_\_  
 Toby Dan 9/16/2016  
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