

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the Hamilton Township Board of Trustees and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of Township Employees in the classification of Police Officer as certified by the Ohio State Employment Relations Board. The parties agree that Articles 26 and 28 of the Police Officers Agreement set to expire as of December 31, 2018 shall be amended as follows:

**ARTICLE 26
INSURANCE**

Section 26.1 The Township will provide the same hospitalization (e.g. medical and prescription drug plan), dental, vision, and life insurance benefits to the bargaining unit employees and their dependents as are available to all other Township employees and officials under the same terms and conditions except as modified within this Article.

- A. Effective January 1, 2017, bargaining unit employees will pay 0% of the applicable HSA Plan premium in 2017 for hospitalization (e.g. medical and prescription drug plan).
- B. On or before January 1, 2017, the Township shall contribute the following amounts into the employees HSA Accounts for 2017:
 1. Single Plan: 78% of the \$3,000.00 applicable deductible (\$2,340.00)
 2. Family Plans: 78% of the \$6,000.00 applicable deductible (\$4,680.00)
 - a. Employees hired after January 1, 2017 will have their contributions prorated based on the number of months remaining in 2017 which will be deposited in their HSA account in its entirety within thirty (30) days of employment. Monthly proration will be based on (1) Single \$195.00 a month, and (2) Family \$390.00 a month.
 - b. Employees qualifying for a change from Single to Family within 2017 will have their contributions prorated based on the number of months remaining in 2017 which will be deposited in their HSA account in its entirety within thirty (30) days of the qualifying event. Monthly proration will be based on \$195.00 a month.
 3. The parties agree that there will be no fees associated with the HSA account in 2017
- C. Effective January 1, 2017 the Township may, in its sole discretion offer an alternate plan in addition to the HSA plan referenced in (A) and (B) above. Bargaining unit employees who chose an alternate plan will contribute to the plan in the same manner as is offered to all other Township Employees.

D. Effective January 1, 2017 and continuing through December 31, 2017, bargaining unit employees will be offered dental vision and life insurance under the same terms and conditions as were offered in 2016.

E. In no event will bargaining unit employees pay higher percentage rate than any other Township employees.

The parties agree that upon the written request of either party, the terms of Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. Should the parties proceed to conciliation in either of the subsequent reopeners, the employer waives the restrictions on the conciliator imposed by R.C. 4117.14 (G)(11) and agree the conciliator may award wage increases retroactive to January 1. The parties agree that only Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages, are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2017 for calendar year 2018.

Section 26.2 The Township will provide the same hospital, medical, dental, vision, prescription drug card and life insurance benefits to the bargaining unit employees as are available to all other Township employees and officials. The Township reserves the right to change providers if coverage can be obtained at a lower cost and still provide a substantially similar plan to the current plan or better benefits.

Section 26.3 In lieu of Professional Liability Insurance, the employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of his official duties as required by Section 2744.07 of the ORC.

Section 26.4 Full-time employees must remain in active paid status in order to continue to be eligible for employer paid healthcare coverage, unless specifically approved and authorized by the Township Trustees or the trustees appointed authority or covered by State or Federal Statute. Employees who are on an approved unpaid leave of absence other than Family Medical Leave and on donated sick leave shall be afforded the opportunity to pay for their healthcare coverage at the existing group rate for the duration of the leave of absence.

Section 26.5 The employee at any time may opt out of participation in all or part of the Townships provided insurance package. The Employee will be entitled to a maximum of 25% reimbursement/entitlement of the total monthly cost of the current Township provided insurance package consisting of hospital, medical, dental, vision, prescription drug card, and life insurance coverage that would otherwise be paid for the benefits of the employee if the employee had not opted out of that part of the insurance package. The employee will not be eligible to re-enroll in any previously opted-out portion of the insurance package until the next open enrollment period pursuant to the insurer's policy then in effect. Proof of outside insurance is required to receive the 25% reimbursement/entitlement provided in this section.

**ARTICLE 28
WAGES**

Section 28.1 The annual wage rate paid to sworn personnel covered by this agreement are set forth below, but does not show the shift differential. The shift differential will be added depending on the shift the employee works.

Section 28.2 All full time employees of the Hamilton Township Police Department will receive hourly wage compensation for work rendered as set forth below. Employee(s) step raises will go into effect on January 1st of each calendar year after the employee's first anniversary date.

A. As of January 1, 2016, the wage scale will increase by 2.5% and will be as follows:

	0-1 Year	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5-6 Years	6-7 Years	7-8 Years	8-9 years	9-10 Years	10 + Years
Hourly	\$21.25	\$22.13	\$23.33	\$24.38	\$26.32	\$29.15	\$29.25	\$29.37	\$29.47	\$29.60	\$29.72
Annual	\$44,200	\$46,030	\$48,526	\$50,710	\$54,745	\$60,632	\$60,840	\$61,089	\$61,297	\$61,568	\$61,817

B. As of January 1, 2017, the wage scale will increase by 2.5% and will be as follows:

	0-1 Year	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5-6 Years	6-7 Years	7+ Years
Hourly	\$24.99	\$26.98	\$29.88	\$29.99	\$30.10	\$30.21	\$30.34	\$30.46
Annual	\$51,979.20	\$56,118.40	\$62,150.40	\$62,379.20	\$62,608.00	\$62,836.80	\$63,107.20	\$63,356.80

C. The parties agree that upon the written request of either party, the terms of Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. Should the parties proceed to conciliation in either of the subsequent reopeners, the employer waives the restrictions on the conciliator imposed by R.C. 4117.14 (G)(11) and agree the conciliator may award wage increases retroactive to January 1. The parties agree that only Article 26, Section 26.1 Insurance, and Article 28 Section 28.2 Wages, are subject to re-opening no earlier than one hundred and twenty (120) calendar days prior, and no later than ninety (90) calendar days prior to December 31, 2017 for calendar year 2018.

Section 28.3 Tuition Reimbursement The Township shall reimburse any Officer who is enrolled in an accredited college or university course(s) and passes said course(s) with a minimum grade of a "C"; provided the course(s) is part of the subject institution's generally accepted curriculum leading to a degree in Criminal Justice, Public Administration, or related field up to a maximum of \$2,000.00 each year. The Chief must give prior written approval to Officers who enroll in courses under this Section The employee must be able to demonstrate that said course is part of the approved curriculum for the degree major. Reimbursement will be as follows:

If the officer receives an "A" for that semester/quarter he will be reimbursed at 100% to a maximum of \$2,000.00 each year.

If the officer receives a "B" for that semester/quarter he will be reimbursed at 75% to a maximum of \$1,500.00 each year.

If the officer receives a "C" for that semester/quarter he will be reimbursed at 50% to a maximum of \$1,000.00 each year.

Reimbursement for books shall not exceed \$1000 per year , as to not exceed the annual maximum of \$2,000.00.

All original receipts and grade cards are to be provided in order to receive any reimbursement.

For each degree earned a 1% pay increase shall be added to the officer's annual salary.

If an employee has earned a degree prior to becoming a full-time member of the Police Department, he shall be paid a 1% pay increase per degree provided that the degree is in Criminal Justice, Public Administration, Criminology, Psychology, or related field after the probationary period has been completed.

The employee will be required to sign an agreement regarding reimbursement procedures for all college courses taken. In the event the employee leaves employment for any reason, he/she will be required to reimburse Hamilton Township the portion of fees based on the original course cost and the length of service completed (from completion of said course) as detailed below:

Length Of Service	6 Months	1 Year	1.5 Years	2 Years	2.5 Years	3 Years
Cost of College Course						
\$ 2,000.00 or more	100%	100%	75%	50%	25%	0%
\$1,000 - \$1,999	100%	75%	50%	25%	0%	
\$500 - \$999	100%	50%	25%	0%		
\$100 - \$499	100%	25%	0%			

Training approved by the Chief of Police that results in the earning of college credits is not subject to the reimbursement procedures.

Section 28.5 Payroll Discrepancies In the event of a payroll discrepancy, the employee shall advise the Chief of Police (in writing) of the discrepancy. Payroll discrepancies will be corrected within fourteen (14) business days of submission.

Section 28.6 Officer in Charge The Township shall create an Officer in Charge list for qualified bargaining unit members by seniority date. To be qualified, the member must have a minimum of two years full time experience with the Hamilton Township Police Department and have no active suspensions in their personnel file. Interested members shall put in a letter of interest to the Chief of Police or designee within thirty days of the signing date of the 2016 -2018 agreement. Once established, the list will not be altered for the duration of the contract. In the event that no superior officer is scheduled to

work, the senior OIC on shift shall be offered status. Should the senior OIC refuse the status, Officer in Charge status will be offered, by seniority, to all other OIC's on the shift. Should all qualified OIC's working the shift refuse the position, the senior OIC shall be the Officer in Charge (OIC) of a shift or partial shift. OIC's shall be paid an additional one dollar (\$1.00) per hour above his or her normal rate of pay for all hours on duty as the Officer in Charge (OIC).

Section 28.7 Field Training Officer. Patrol Officers appointed by the Chief or his designee as a Field Training Officer shall receive an additional one dollar (\$1.00) per hour for every hour worked in the Field Training Officer Capacity as defined by the Chief of Police.

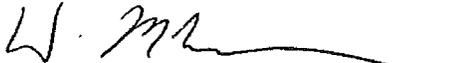
Section 28.8 Detective Pay Bargaining Unit employees assigned to the detective unit shall receive a one dollar an hour (\$1.00) pay differential added to their hourly rate for all hours worked in that capacity. It is understood and agreed that this position may be rotated at the discretion of the Chief of Police and is not a promotion.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 7th day of September, 2016.

FOR: HAMILTON TOWNSHIP
BOARD OF TRUSTEES:

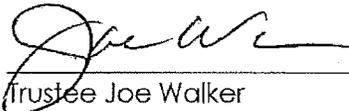
FOR: THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.



Trustee David Wallace



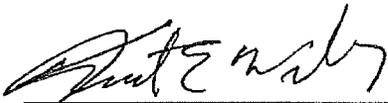
Mark Scranton, Staff Representative



Trustee Joe Walker



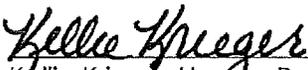
Officer Quillan Short



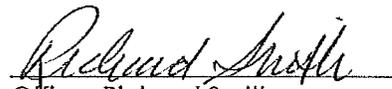
Trustee Kurt Weber



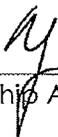
Officer Shane Brandenburg



Kellie Krieger Human Resources



Officer Richard Smith



Township Administrator Ray Warrick

AS PREPARED BY:
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