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AGREEMENT

BETWEEN

THE COLERAIN TOWNSHIP BOARD OF TRUSTEES AND

THE FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL, INC.

POLICE OFFICERS

November 1, 2013 through October 31, 2016

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ARTICLE 1
AGREEMENT/PURPOSE

Section 1.1

This Agreement, entered into by the Colerain Township Trustees, hereinafter referred to as the "Employer', and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union", has as its purpose the following:
To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements of the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

Section 2.1

The Employer recognizes the Union as the exclusive collective bargaining agent for all regular full-time employees of the Colerain Township Police Department in the rank of Police Officer.

The Employer recognizes the right of the employees covered by this agreement to have three Associate Members from employees in the rank of Patrol Officer, and one alternate member, which comprises the bargaining unit in bargaining/negotiating the contract. The Union will authorize from time to time the party or parties which will act as Union representatives in all matters.

Section 2.2

In the event that a new position is created within the department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the position shall be subject to challenge by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

Section 2.3 Union Dues

The Employer recognizes the right of the Union to receive dues from members of the Union. The Employer agrees to deduct the periodic dues, initiation fees and assessments, if any, of members of the Union upon presentation of a written deduction authorization by the employee.

Section 2.4 Fair Share

Effective the date of this contract all Police Officers who do not become members in good standing of the Union shall pay a fair share fee to the Union or otherwise as provided in 4117 O.R.C.

If applicable, the monthly fair share fee amount shall be certified to the Township by the Union. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll reduction.

ARTICLE 3
UNION REPRESENTATION

Section 3.1

The Union shall designate three employees and one alternate who shall act as Union representatives. From said group of a designated employees:

a. not more than three employees shall participate in the negotiating contracts;

b. not more than three employees shall participate in labor management meetings, pursuant to Article 6; and

c. not more than one of said employees, or another party designated by the grievant shall act as representative for the purpose of processing grievances in accordance with the grievance procedure.

In addition to the Employees designated above, the representative, if any, designated from time to time by the Union in section 2.1 shall have the right to attend and participate in the activities described in this paragraph 3.1.

Section 3.2

The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

1) Name

2) Address

3) Home Telephone Number

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 3.3

The investigation of grievances (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representatives, assigned duties. If grievance hearings are scheduled during representatives or employees regular duty hours, the representative and/or employee shall not suffer any loss of pay while attending the hearings.

Section 3.4

The Union agrees that no representative of the Union, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal duties of employees. Further, the Union agrees not to conduct meetings (bargaining unit, lodge, or committee meeting) involving on-duty employees except to the extent specifically authorized by the Employer.

Bargaining unit members shall not conduct Union business during work hours or while under the supervisory control of a department supervisor and/or failure to cease unauthorized activity may subject the offending employees to disciplinary action. However, pertinent literature and information may be distributed in department mailboxes.

Information regarding Union business may be sent to and transmitted from the Police Department fax machine, provided that said use of the fax machine does not unreasonably disrupt or interfere with normal Police Department business conducted on said fax machine. Any use of the Police Department fax machine will require the prior notification to the Chief of Police. All costs connected with the Union's use of this equipment shall be paid by the Union. The Employer cannot guarantee the confidentiality of Union documents received on the Police Department fax machine.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1

The Employer possesses the sole right to operate the Department and all management rights repose therein. The Employer's exclusive rights shall not be limited except as expressly limited by the terms and conditions set forth in this Agreement.

"Management Rights" include, but are not limited to the right of management to do the following:

1. 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. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the workforce;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit;

10. Promulgated work rules and general orders.

The employer is not required to bargain on subjects reserved to the management and direction of governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1

The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, age, national origin, handicap, ancestry of any person, or Union membership or non-membership. Management's use of Bonafide Occupational Qualifications in accordance with job characteristics (i.e., physical strengths, fitness, agility, and stamina) must be job-related and applied uniformly. Such B.F.O.Q.'s shall not be construed as discriminatory, and therefore, not subject to the Grievance Procedure Article. However, failure to apply an otherwise valid B.F.O.Q. uniformly will be subject to the grievance procedure

Section 5.2

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6
LABOR MANAGEMENT MEETINGS

Section 6.1

In the interest of sound labor/management relations, the Employer and/or its designee(s) shall meet with not more than three representatives and/or alternate of the Union to discuss pending problems and to promote a more harmonious labor management relationship will agree to meet on an as needed basis.

An employee attending a Labor Management meeting during his/her scheduled work hours shall be paid for the scheduled time, as if worked. An employee's attendance at a labor-management meeting after scheduled work hours shall not be compensated.

Section 6.2

Special labor/management meetings may be requested, and when mutually agreed upon, they shall be convened as soon as practicable.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1

The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State Laws and/or by the United States or Ohio State Constitution.

Section 7.2

An employee shall first meet with the Employer prior to any appeal to an outside governmental administrative agency in an effort to resolve any matter having specific administrative relief of a judicial or quasi-judicial nature provided for by the statutes of the State of Ohio or the United States for review or redress; i.e. Worker's Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission, and Wage and Hour Division. Such matters may not be made the subject of a grievance hereunder and may not be processed as such.

Section 7.3

All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits, within the first two steps of the grievance procedure, shall be deemed denied and may be advanced by the employee to the next step in the grievance procedure, and will be heard and responded to as outlined in this article. Time limits set forth herein may only be extended by mutual agreement. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a like manner, one member selected by such a group will process the grievance, and shall so indicate that the grievance is a group grievance.

A grievance brought by the Union or their representative will require the approval of the Employer and the Union representative prior to any agreement.

A grievance may be brought by any member of the bargaining unit on his own behalf. The Union or their representative shall have the right to be present at the settlement of any grievance brought by an employee on his own behalf.

Section 7.4

A grievance must be submitted to the grievance procedure within seven (7) working days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

In this article, "working days" shall not include Saturdays, Sundays, or Holidays.

Section 7.5

All grievances must be submitted in writing and should contain the following information to be considered:

1. Aggrieved employee's name and signature;

2. Date grievance was filed in writing;

3. Date, time and location of grievance;

4. Description of incident giving rise to the grievance;

5. Date grievance was first discussed;

6. Name of supervisor with whom grievance was discussed;

7. Article and section of the Agreement alleged to have been violated; and

8. Desired remedy to resolve grievance. Section 7.6

The following steps shall be followed in the formal processing of grievances:

Step 1.

A grievance may be submitted by the employee to the employee's immediate supervisor, or the supervisor's designee within the time limits set forth in Section 7.4. It shall be the responsibility of the Supervisory Officer or his designee to investigate the matter and to provide a written answer to the employee within seven (7) working days following the day on which the matter was submitted to him.
In the event and that the employee's "immediate supervisor" is the Police Chief (i.e., no person holding a rank above Sergeant and authorized by the Police Chief to hear grievances has then been appointed) , the Police Chief shall hear the grievance in this step 1, and step 2 shall be skipped.

Step 2.

A grievance unresolved at Step 1 may be submitted by the employee to the Police Chief or his designee within five (5) working days of the presentation of the Step 1 answer. It shall be the responsibility of the Police Chief or his designee to investigate the matter and to provide a written answer to the employee within five (5) working days following the day on which the matter was submitted to him.

Step 3.

A grievance unresolved at Step 2 may be submitted by the employee to the Township Administrator within five (5) working days of the presentation of the Step 2 answer. The Administrator or his designee shall meet with the employee and a representative of the Union if the employee desires, and provided that Article 3, Section 3.4 is not violated, within seven (7) working days of submission of the - grievance to Step 3, to discuss the grievance. The Administrator or his designee shall provide a written answer to the employee within five (5) working days of such meeting.

Step 4.

In the event the grievance cannot be resolved at Step 3, the grievance may be submitted by the Union or their representative to the Board of Colerain Township Trustees within five (5) working days of the presentation of the Step 3 answer. The Board of Trustees shall meet with the employee and a representative of the Union if so requested in writing no later than one day prior to the scheduled meeting, in executive session at the next regularly scheduled Board of Trustee's meeting to discuss the grievance. The Board of Trustees or its designee shall provide a written answer to the employee within five (5) working days of such meeting.

Step 5. Arbitration.

A grievance unresolved at Step 4 may be submitted to arbitration upon request of the Union or their representative in accordance with the provisions of Section 7.7 of this Article hereinafter set forth.

Section 7.7

The Union or their representative, based upon the facts presented, has the right to decide whether to submit a grievance for arbitration. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 4, the Union or their representative shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The-.Union or their representative may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or its representative.

A. After receipt of a request to arbitrate, the representatives of each of the parties shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only, one name remains. The person whose name remains shall be the arbitrator.

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific Articles of this agreement. He may not modify or amend this Agreement.

B. The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator shall be final and binding on the grievant, the Union or their representative, and the Employer., The arbitrator shall render his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

D. The costs of the services and expenses of the arbitrator and hearing room expenses, if any, shall be borne equally by the Employer and the Union or their representative. The expenses of any witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party

requesting the reporter, or split equally by the parties if both parties desire a reporter.

Any bargaining unit member whose attendance is required by the Employer for such hearing shall not lose pay or benefits to the extent such hearing hours are during normal scheduled working hours on the day of hearing.

Section 7.8

The Union or grievant shall use a grievance form which shall provide the information outlined in Section 7.5. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

ARTICLE 8
DISCIPLINE

Section 8.1

The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. The Chief of Police, when having just cause, may take disciplinary action against any employee in the bargaining unit. No employee shall be suspended, reduced in pay and position, and no non-probationary employee shall be removed or discharged except for just cause. The Chief of Police may take disciplinary action relating to an employee's conduct while on duty, while working under the color of authority of the Employer, or at any other time, when the employee's conduct violates his oath of office, or is of such a derogatory nature that it undermines the integrity of the police department.

Section 8.2

Incompetency, inefficiency, dishonesty, drunkenness, under the influence of illegal drugs or substances, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming of Police Officer or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.3

Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

A. Verbal Admonishment (Notation to file).

B. Written warning with counseling (File entry).

C. Official Reprimand.

D. Suspension without pay.

E. Reduction in pay and position.

F. Removal or discharge from employment.

Section 8.4

Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply;

1. Employees being questioned as witnesses shall be so informed. Employees suspected of misconduct will be given either Garrity or Miranda Rights by the employer or his designee.

2. Employees suspected of misconduct shall be, during the preliminary investigations, apprised of the nature of the suspected misconduct as it is known at that time. Not less than twenty-four (24) hours prior to the scheduled starting time of a formal disciplinary hearing, the employees will be provided with written specifications and particulars of the charges which may be the basis for disciplinary action.

3. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

4. The Chief of Police, or his designee, may tape record, with the knowledge of the party involved, preliminary investigation interviews. Formal disciplinary hearings shall be tape recorded. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. In the event the employee tape records the hearing, a copy of said tape recording shall be provided to the Chief of Police within forty-eight (48) hours of the close of the hearing.

5. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at times in reasonable proximity to his shift. Disciplinary hearings held outside the employees scheduled working hours shall be considered time worked. Those hearings held above the administrator level will be adding no loss or gain basis.

Section 8.5

Whenever the Employer determines that an employee will be subject to discipline of suspension, reduction or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.6

The employer may be represented in the disciplinary hearing by such persons as the employer may deem necessary for the purpose of presenting the employer's position, or presenting the facts relating to the subject of the hearing. Disciplinary hearings will be conducted by the Township Administrator or his designee. The employee may be represented at the hearing by one representative of his choosing. The employee must choose to: (1) appear at the hearing to present oral or written statements in his defense; or (2) appear at the hearing and have the chosen representative present oral or written statements in defense of the employee; or (3) elect in writing within 24 hours prior to the scheduled hearing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one of these three options will be deemed as a waiver of the employee's right to the disciplinary hearing.

Section 8.7

At the disciplinary hearing, the Township Administrator or his designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the Township administrator or his designee as far in advance as possible, but no later than 8 a.m. on the day of the hearing. Said list and notification may be made by fax. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

Section 8.8

The employee and the employer will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Administrator or his designee concluding whether or not the proposed discipline is warranted and what disciplinary action will be taken, if any. A copy of the Administrator's report will be provided to the employee within five (5) working days following its preparation.

Section 8.9

Disciplinary action may be appealed through the Grievance Procedure.

ARTICLE 9
PERSONNEL FILES

Section 9.1

Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointment shall

be during the regular scheduled work hours of the administrative staff of the Police Department. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his official personnel file.

Section 9.2

If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.3

Records of counseling sessions, verbal admonishments, official reprimands, suspension, reduction in pay or position, and removal or dismissal, shall be maintained in the official personnel file indefinitely, as required by the public records law.

Records of counseling sessions and verbal admonishments shall cease to have force and effect two years from date of issuance, provided no intervening discipline has occurred.

Records of official reprimands, reductions in pay or position, suspension, removal or dismissal, shall cease to have force and effect three years from date of issuance, provided no intervening discipline has occurred.

Section 9.4

The following information from an employee's personnel file shall be considered public information available immediately upon request to the Employer: annual salary, degrees held, areas of special certification, and awards or commendations. Any request for additional information from a member's personnel file will require the Employer to immediately notify the Bargaining Unit member and to allow the member three (3) days notification prior to release of said information.

The employer shall disclose all such information from the employee's file in compliance with the specific sections of the Ohio Revised Code which is in effect at the time the request for information is received.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1

Every newly hired or promoted. employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day which the employee receives compensation from the. Employer and shall continue for a period of (one) 1 calendar year. However. for a newly hired employee who is not OPADA

Certified, the probationary period shall begin on the first day which the employee receives compensation from the Employer and shall continue for a period of eighteen (18) months. A newly hired or promoted probationary employee may be terminated at any time during his probationary period and shall have no right to grieve the termination.

Section 10.2

Any employee promoted into a higher level position shall be required to successfully complete a probationary period of one (1) calendar year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his former classification.

ARTICLE 11
SENIORITY

Section 11.1

"Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 11.2 of this Article, will apply wherever employee seniority rights are established in terms and conditions of this Agreement.

Section 11.2

"Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Colerain Township Police Department.

I. The following situation shall not constitute a break in continuous service

   A. Absence while on approved leave of absence;

   B. Absence while on approved sick leave or disability leave;

   C. Involuntary Military leave;

   D. A layoff of eighteen (18) months duration or less.

II. The following situations constitute breaks in continuous service for which seniority is lost:

   A. Discharge during probationary period;

   B. Discharge or removal for just cause;

   C. Retirement;

   D. Layoff for more than eighteen (18) months;

   E. Failure to return to work within fourteen (14) calendar days of a recall

from layoff;

F. Failure to return to work at the expiration of leave of absence;

G. A resignation.

Section 11.3

Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

ARTICLE 12
LAY-OFF AND RECALL

Section 12.1

When the Employer determines because of lack of money or lack of work, that a long term layoff is necessary, he shall notify the affected employees thirty days in advance of the effective date of the layoff. Employee will be notified of the employer's decision to implement any short term layoff, lasting nine working days or less as soon as possible. In the event of a layoff, the employer shall end any contract that requires payment from Police District funds to another law enforcement agency for the provision of police services to the Township.

Section 12.2

The layoff of employees covered by this collective bargaining agreement, shall be based on Departmental seniority, as that term is used in Section 11.1 of this Agreement. These employees shall be laid off in inverse order of their Departmental seniority. Any position that is vacated as a result of a layoff may not be filled.

Section 12.3

At the time of recall of laid off employees, recall shall be in inverse order of their layoff. If any employee requires additional training in order to be qualified after a recall, the Employer will pay for all training.

Section 12.4

Notice of recall shall be sent to the employee by certified mail. The employer shall be deemed to have fulfilled its obligation by mailing the recall to the employee at his last known address.

Certified mail will have been considered delivered if signed receipt is not received by employer within fourteen (14) calendar days of sending.

Section 12.5

The recalled employee shall have five calendar days following the date of receipt of the notice to notify the employer of his intention to return to work in shall have fourteen (14) days to report back to duty, unless otherwise specified.

ARTICLE 13
WORK RULES -- GENERAL ORDERS

Section 13.1

The employer agrees that all department work rules and general orders shall be applied uniformly within the group of employees to whom rules/general orders are directed.

Section 13.2

All department work rules, general orders and any amendments shall be reduced to writing and copies disseminated to all employees as soon as practicable.

Section 13.3

The employer possesses the management right to promulgate work rules for the purposes, among other things, of promoting the efficient administration of law enforcement services, and the effective and safe operation of the department. No work rule shall be arbitrary and capricious and unrelated to the furtherance of any right reserved to management.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1

Each employee's work schedule shall be determined by the Chief of Police. Work schedules covering not less than a twenty-eight (28) calendar day period shall be posted seven calendar days in advance of their effective date. The posting shall not restrict the Chief of Police from altering individual work schedules when the best interest of the police department or the community would be served. The current schedule for patrol operations is a twelve (12) hour work day. The schedule consists of a six (6) week cycle that alternates days working and days off. The cycle is two (2) days on and two (2) days off; three (3) days on and two (2) days off; and two (2) days on and three (3) days off, every two week period. A Kelly day will be provided to each officer once every six (6) weeks to compensate for the additional four (4) hours worked each pay cycle without pay. Kelly Days shall be picked by seniority. The hours of operation of the twelve (12) hours days shall be determined by the Employer.

Other schedules that are currently used for specialty assignments such as Vice, Dare, School Resource officer, etc., are as follows:

A. Eight (8) hour days working Monday through Friday with Saturday and Sunday off;

B. Ten (10) hour days working four (4) days with three (3) days off. The Three (3) days off, whether consecutive or staggered are determined By the Employer.

For purposes of this Article, these three schedule variations describe the "Standard Work Day" for employees so scheduled.

Section 14.2

The standard work period for all bargaining unit employees shall consist of no more than one hundred seventy one (171) hours within a twenty-eight (28) day period.

Section 14.3

All hours actually worked including the application of compensatory time, vacation time, or personal leave time in excess of the employees "Standard Work Day" shall be considered overtime and shall be compensated at the rate of one and one-half times his regular hourly pay rate, for the purpose of computing overtime, sick leave shall not be counted as time actually worked. Overtime shall be calculated in quarter hour increments.

Section 14.4

An employee may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half hours off for each hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred seventy-two (172) hours at any given time. In the event that an employee goes over the limit, that employee shall receive overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

1. Compensatory time may be taken in lieu of overtime pay The employee shall indicate his request when reporting his time for the overtime worked;

2. Requests for taking compensatory time off shall be honored subject to the operational needs of the department.

3. Requests for compensatory time off must be submitted in advance of the time requested.

4. The Chief of Police may schedule an employee off on compensatory time, so long as such scheduling does not reduce an employees' compensatory balance below twenty-four (24) hours;

5. The Chief of Police shall provide not less than sixteen (16) hours notice to an employee of any Employer scheduled compensatory time off;

6. Compensatory time off requested by an employee who has been approved and scheduled, shall not be canceled except when unanticipated operational needs of the department would require it.

7. Employees may cash in all their compensatory time on record upon retirement.

Section 14.5

With the prior approval of the Chief of Police or his designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Section 14.6

Any employee having compensatory hours held in escrow may elect yearly to cash in those hours for payment, up to a maximum of eighty (80) hours.

An employee shall make written notification of his or her intention to convert accumulated compensatory time, partially or in its entirety, to pay. Said notification shall be in the form of a memorandum submitted to the Chief of Police stating the employee's intention. The notification must be received by the Chief of Police of his designee no later than that calendar day ending the first pay period of November of the year in which the employee is making his notification.

The monetary conversion of any unused compensatory time in escrow shall be paid based on the employees, hourly rate on that day when the original overtime was actually incurred.

Whenever accumulated compensatory time is used by an employee, the oldest accumulated hours shall be deducted.

The check for compensatory time will be on a separate check when issued.

ARTICLE 15
WAGES AND COMPENSATION

Section 15.1

Effective November 1, 2013 and continuing for the duration of this contract the pay plan for all police officers hired prior to May 1, 2012 shall be as follows:

RANK: POLICE OFFICER ANNUAL RATE OF PAY

	November 1, 2013	November 1, 2014	November 1, 2015
STEP 1	$47,520.28	$47,520.28	$47,520.28
STEP 2	$52,037.81	$52,037.81	$52,037.81
STEP 3	$56,555.35	$56,555.35	$56,555.35
STEP 4	$61,072.84	$61,072.84	$61,072.84
STEP 5	$65,590.45	$65,590.45	$65,590.45

These figures represent a 0.00% increase during the term of this contract. Police Officers hired on or after May 1, 2012 shall be paid an annual salary of $47,520.28 per year and are not eligible for annual step increases.

Section 15.2

Any police officer who, in the absence of a supervisor, is designated by the Chief of Police as an officer-in-charge shall receive additional compensation. Such compensation shall be paid at an hourly wage comparable to that of one step above the designee's regular rate of pay. A designee who is regularly paid at the highest wage step for police officer shall be compensated at the hourly pay rate equal to the lowest sergeant wage step. The term " Senior Officer" shall have the same meaning as Officer in Charge and shall receive the same compensation as Officer in Charge when acting in that capacity. Absence of a supervisor shall mean that time when no police officer of the rank of sergeant or above is actually on duty and assigned as a shift supervisor.

Section 15.3 Field Training Officers

Employees that are FTO's (Certified Field Training Officers) will receive forty-five (45) minutes of compensatory time for every day actually worked in the FTO position in lieu of overtime pay for the first forty-five (45) minutes beyond the end of their shift. The Employer shall keep a record of compensatory time accumulated pursuant to this section, separate from the compensatory time accumulated under Article 14. When a FTO desires to take time off, the compensatory time accumulated under this section shall be used first. For officers working an eight (8) hour day, they shall receive thirty (30) minutes of compensatory time for every day actually worked in the

FTO position in lieu of overtime pay for the first thirty (30) minutes beyond the end of their shift.

ARTICLE 16
COURT TIME/CALL-IN/STAND-BY TIME

Section 16.1

Whenever an employee who has worked a night shift, and who, on the morning on which such a shift sends, is required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive a minimum of four (4) hours pay at the overtime rate for such appearances which shall begin at the end of the employee's shift. If the employee must stay longer than the four (4) hours, then the Employer will pay at the rate of one and one-half time the hourly rate.

For all other employees (that is, those who are not working a night shift) who are required to appear before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours of overtime at the overtime rate.

Employer agrees to reimburse employees for parking expense for Court appearances for actual cost incurred, but not more than $8 per appearance.

Section 16.2

Whenever an employee is called in at a time outside of his regularly scheduled shift, the employee shall receive a minimum of two hours show up time at the rate of overtime.

An exception to the above, is when a member is requested to report for duty preceding his/her regularly scheduled shift starting time. The member will receive a minimum of one hour at the overtime rate.

Section 16.3

Any employee who, while in an on-call status, is required to remain on the employer's premises, or at his home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his own purpose and shall be considered to be working during the entire time he is on-call.

Unless designated as above, the carrying of a pager and/or responding to a page does not constitute an "on call" status. No disciplinary action may be taken for failure to respond when not in "on call" status.

ARTICLE 17
INSURANCES

The employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance plans, and dental insurance plans, in effect as of the effective date of this Agreement.

If it becomes necessary to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits under the plans, the employer agrees to meet with the members of the Union prior to implementing.

During the term of this agreement, the Employer will maintain the same quality of health care coverage at no increase of percentage cost to the employee's. The employee's contribution shall be 20% of the total cost of the program for Health Care, Dental and Prescription coverage for the duration of this agreement.

The employer shall provide a $50,000 group life insurance policy to all bargaining unit employees at no cost to the employee.

ARTICLE 18
HOLIDAYS/PERSONAL LEAVE

Section 18.1

The Employer shall recognize each of the following days as a paid holiday:

Martin Luther King Day	President's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Veteran's Day
Christmas Day	New Year's Day

An employee, while on any unpaid leave of absence will not receive holiday pay compensation.

Section 18.2

If an employee is scheduled to, and works, on a Holiday listed in Section 18.1: that employee shall be paid at a rate equal to one and one half (1 1/2) times their regular rate of pay for all hours worked. This is in addition to their regular Holiday Pay.

Section 18.3

Holiday pay is equal to eight (8) hours pay at the employee's regular rate of pay.

Section 18.4

In lieu of 1/2 days off on Election Day, Good Friday, Christmas Eve, and New Year's Eve, the employer shall allow each employee two (2) paid personal leave days during any calendar year. These days may be taken at a time mutually agreeable between the employee and the Chief of Police. An employee who, for any reason, fails to use either of these days prior to December 31 of the year of eligibility shall be compensated for the unused day(s) at his regular rate of pay.

If an employee fails to use either of these days off, compensation pay shall be for only 8 hours for each day not used.

If an employees uses the days, the Personal Leave Days shall be for the entire day off: 8 hours off for those employees on the 5 and 2 schedule (weekends off) and either 10 or 12 hours for those employees working those schedules.

ARTICLE 19
VACATIONS

Section 19.1

Employees shall earn vacation leave according to their number of years of service with the Employer as follows:

A. one (1) through Eight (8) years - 80.0 hours (or its equivalent) two weeks vacation, computed 3.1 hours per pay period.

B. Nine (9) through Fifteen (15) years - 120 hours (or its equivalent) three weeks vacation, computed 4.6 hours per pay period.

C. Sixteen (16) through Twenty-Five (25) years - 160 hours (or its equivalent) four weeks vacation, computed 6.2 hours per pay period.

D. Twenty-Five (25) or more years - 200 hours (or its equivalent) five weeks vacation, computed 7.7 hours per pay period.

Section 19.2

Vacation credit accrues while on vacation, military leave and sick time. No vacation credit is earned while an employee is in no pay status other than military leave. Pro-rated vacation credit is given for any part of a pay period.

Section 19.3

Vacation requests shall be honored on the basis of the employee's seniority, subject to the following:

A. Vacations are scheduled and approved in accordance with the workload requirements of the Chief of Police.

B. once an employee has designated his vacation time off and it has been approved, no other employee can bump that employee to another time.

C. once an employee has picked his date of vacation, he may change to another provided that he notifies the employer one week in advance of the change.

Section 19.4

An employee may carry no more than eighty-four (84) accumulated hours of vacation time forward to the next year. Vacation hours in excess of eighty-four (84) hours carry-over shall be forfeited.

Section 19.5

Any employee who separates from the service shall be paid for any earned but unused vacation leave for which he is eligible.

Section 19.6

Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with verification of hospitalization, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

ARTICLE 20
SICK LEAVE

Section 20.1

Employees shall accrue sick leave credit at the rate of 4.6 hours for each eighty (80) hours of service, or while in active pay status, including paid vacation and sick leave. Sick leave credit shall not accrue during any period of unpaid leave or layoff. Advance use of sick leave shall not be granted. Sick leave may be accumulated without limit.

Section 20.2

Sick leave shall be granted to an employee, upon approval of the Chief of Police, for the following reasons:

1. illness, injury or pregnancy related conditions of the employee.

2. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.

3. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonable necessary time, not to exceed five days. One of the days must be the date of the funeral.

4. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is necessary for the health and welfare of the affected family member.

5. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is necessary.

For the purpose of this Article, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild or any in-law or a legal guardian.

Section 20.3

Sick leave usage, when approved, shall be charged in minimum units of one hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application of use. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 20.4

A. The employer agrees to apply the provisions of the Family and Medical Leave Act Policy (FMLA) as approved by the Township Trustees, to all employees in the Bargaining Unit.

B. An employee taking leave to which he is entitled under the FMLA shall exhaust available paid leaves earned under this Agreement during FMLA leave. Any sick leave of more than five (5) consecutive days will be charged against FMLA leave.

Section 20.5

Any unused sick leave at the time of the employee's resignation, retirement or death shall be paid according to the following schedule:

For a full time employee with tenure of at least 10 years, he/she shall be paid in cash 1/4 of the value of the accrued, but unused sick leave credit. The maximum number of unused sick leave hours which may be accumulated is 1,440. The maximum amount of hours which can therefore be paid out to the employee is 360 hours pay.

Section 20.6

All Employees of the bargaining unit shall be eligible for donated time benefits, to relieve hardship resulting from extended illness or injury off duty. The donation and use of sick leave hours shall be subject to the Donation of Sick Leave policy adopted by the employer.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 21.1

The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by

the Employer. The Employer shall furnish firearms, ammo, leather goods to all employees covered under this Agreement. The Employer shall also supply a bullet resistant vest to all employees. The Employer shall replace leather goods and vests as needed.

Section 21.2

All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any item issued which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the Employer.

Section 21.3

Equipment and other items not issued or required by the Employer may not be utilized or worn without the permission of the Chief of Police.

Section 21.4

When an employee supplies evidence that his personal property sustained damage while performing the duties of his assigned work, or on off-duty details approved by the Chief of Police, provided such damage was not the result of horseplay, willful misuse, or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repair or replacement up to a maximum of two hundred dollars per year, but no more than fifty dollars for any watch or jewelry items. The employee shall present the damaged items to the Employer for inspection prior to the repair or replacement of said property. The Employer has the option to replace or repair of said property. Any court ordered restitution received by an employee as compensation for damage to this personal property shall be remitted to the Employer up to the amount the Employer has paid.

ARTICLE 22
EXPENSES

Section 22.1

When an employee's duty requires him to travel on Police Department business, the Chief of Police may provide a vehicle for transportation or permit the employee to be reimbursed for the use of his personal motor vehicle at a rate most recently approved by the Board of Township Trustees for reimbursement of Township officials.

Section 22.2

When an employee, while acting on behalf of the Employer, must park in a commercial parking facility, the Employer shall reimburse the employee for parking expenses with proof of said receipt.

Section 22.3

When an employee is required to attend training or travel on Police Department business authorized by the Chief of Police, the Employer shall pay all necessary, reasonable, authorized and approved expenses incident to such training and travel inclusive of required meals, lodging, parking, and fees.

Section 22.4

All required and authorized training shall be counted as time worked. on multiple day training sessions where the employee has been authorized by the Employer to remain at or near the training, site overnight, the days in training which do not require travel to the site from Hamilton County or to Hamilton County from the site shall be counted as regular work days.

ARTICLE 23
LEAVES OF ABSENCE

Section 23.1 - Leave Without Pay

Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one year may be granted when the disability continues beyond the accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his written request;

and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence after being hospitalized, institutionalized, or;

3. Declared incapacitated for the performance of the duties of his position by a licensed physician. It is the employee's responsibility to request a disability leave when the employee's sick leave has expired.

B. Employer Required Disability Leave

The Employer may require an employee to be examined by a licensed physician selected by the employee, from a list of three submitted by the Employer, at the Employer's expense. An employee found to be unable to physically perform the substantial duties of his position shall be placed on Disability Leave as described in

paragraph A above. Employer required disability leave may be appealed through the grievance and arbitration procedures.

C. Leave of Absence

The Chief of Police may grant a leave of absence without pay to any employee for a maximum duration of six months for any personal reason of the employee. Such a leave may not be renewed or extended beyond a total accumulated period of six months in any one calendar year without the approval of the Board of Trustees.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Chief of Police will decide in each case if a leave of absence is to be granted.

2. The granting of any leave of absence is subject to approval of the Chief of Police. Except for emergencies, employees will make request to the Chief of police sixty days prior to commencement of the desired leave so that the various agency functions may proceed properly.

3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Chief of Police. If the employee fails to return to work at the expiration of approved leave of absence, such employee shall be removed from his position, unless extenuating circumstances arise. During this time, the employee shall not receive seniority time for the period of the leave.

5. Leaves of absence which are for any purpose covered by the Family and Medical Leave Act shall be governed by the Township's FMLA policy.

Section 23.2 - Leave With Pay

Employees may be granted the following types of paid leave of absences:

A. Court Leave

The Employer shall grant full pay where an employee is summoned for jury duty or subpoenaed as a witness for a proceeding outside the scope of his employment.
All compensation from the Court or subpoenaing party shall be reimbursed to the department. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours.

The Employer shall not be required to pay employees when they are appearing in court for criminal or civil cases being heard in connection with the

employee's personal matters or in matters wherein the employee or the Union is a plaintiff in a case against the Township or any Township officials or employees. These absences would be leave without pay, compensatory time, personal leave or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and to the difference between their regular rate of pa y, for such time as they are in the military service on field training or active duties for periods not to exceed a total of one hundreds seventy (176) hours in one (1) calendar year.

Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

Employees who are members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 24
SEVERABILITY

Section 24.1

This agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 24.2

The parties agree that should any provisions of this Agreement be found to be invalid, by a court or agency of proper jurisdiction, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 25
WAIVER IN CASE OF EMERGENCY

Section 25.1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff or the Federal or State Legislature, such acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances.

B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 25.2

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of the Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 26
POLICE PROFESSIONAL LIABILITY INSURANCE

Section 26.1

The Police Professional Liability Insurance shall be maintained at current levels by the Board of Township Trustees. Any increase of cost will be covered by the Township Trustees.

ARTICLE 27
DURATION

Section 27.1

This agreement shall be effective 12:01 A.M. November 1, 2013 and shall remain in full force and effect through midnight October 31, 2016.

Section 27.2

If either party desires to modify or amend this Agreement, it shall give written or electronic notice of such intent no earlier than one hundred-twenty (120) calendar days prior to the expiration, or no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified or electronic mail with return receipt requested. The parties shall commence negotiations within two weeks upon receiving notice of intent.

Section 27.3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

ARTICLE 28
MEDICAL/PHYSICAL EXAMINATION

Section 28.1

[This provision is intentionally omitted, and is the subject of letter of understanding executed concurrently with the 1997 agreement between the parties.]

ARTICLE 29
NO STRIKE/NO LOCKOUTS

SECTION 29.1

The Union and the Employees agree that there shall be no strikes of any kind. The term "strike", shall have the same definition for purposes of this agreement as contained in 4117.01 H of the O.R.C. and include any effort to use sick leave for the purpose of withholding services. Any employee who is absent from work without permission, or abstains from performance of his or her assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. In the event that any employee is engaged in any violation of this article, the Union shall, upon notification by management, immediately order such employees to resume normal work activities and shall publicly denounce any violation of this article.

The Union, its officers, agents, representatives, members and all other Employees covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike of the employees entered into, or any strike called for by the Union, shall constitute a breach of this agreement and shall abrogate the obligations of Township under this agreement. In law the Township shall have the right to impose discipline up to and

including discharge for any employee who authorizes, condones, or lend support to any strike. In the event of a strike, Union officers and representatives will continue to carry out their duties as employees and will take positive action to bring the strike to an end.

During the life of this agreement, the employer shall not cause, permit or engaged in any lock out of the bargaining unit employees.

ARTICLE 30
WELLNESS INCENTIVE

Section 30.1

Bargaining unit employees shall be granted up to two (2) personal days of leave each calendar year. One (1) day will be awarded for each six (6) months of perfect attendance. The calculations of the six (6) month period will be a rolling or continuous six (6) month period. A day shall be equal to the length of the employee's scheduled shift (i.e., 8, 10 or 12 hours).

Section 30.2

Personal days accrued will not exceed five (5) days at any one time. Personal day leave will be given priority for time off and will not be unreasonably denied. When two (2) or more officers request the same leave time off, the first officer requesting the time off will be granted the leave.

ARTICLE 31
MID-TERM BARGAINING

Section 31.1

Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under ORC chapter 4117 to bargain with the FOP prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining unit. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union seven (7) days in advance of the effective date of implementations. If the Union requests to bargain over such a change within the notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain within seven (7) days after the notice of change is given, objections to the proposal in the notice are waived, including any right to file a grievance or unfair labor practice. If the Employer and the Union bargain to impasse, the parties may submit the issues to fact finding and concilation in accordance with the O.R.C. Sec. 4117.14. However, if the change is not a topic of bargaining under ORC Chapter 4117 or in the case if the change is necessary due to exigent circumstances of the State or Federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of

the change; however, the Employer may elect to do so if time permits without waving its rights.

The Employer agrees to provide Notice of change to Staff Representative Tom Fehr, or his successor, by fax (currently 513-923-9561) and phone call (currently 513-923-4555 ext. 2101) to the FOP local office at 5752 Cheviot Road, Suite D, Cincinnati, OH 45247.

If the Union desires to bargain as described above, the Contract shall be opened only for negotiations of matters relating to the subject of the Notice of Change, and no other.

Section 31.2

Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the FOP or its members through the labor-management committee. The notification is not to constitute an abridgment of management's rights to make changes that it deems necessary. Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

ARTICLE 32
SUBCONTRACTING

Section 32.1

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 agreement.

Section 32.2

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 19th day of May, 2013.

FOR THE BOARD OF TRUSTEES

Dennis Deters, Trustee

Melinda Rinehart, Trustee

Jeffrey Ritter, Trustee

FOR THE UNION

Tom Fehr, Staff Representative

PENLEY #19
Negotiation Team Member

23
Negotiation Team Member

DALE J. WOODS
'13 Karwisch
Negotiation Team Member

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:	:	
	:	
FRATERNAL ORDER OF POLICE	:	
OHIO LABOR COUNCIL INC.	:	Re: Police Officers, no case #
EMPLOYEE ORGANIZATION	:	
	:	
And,	:	
	:	
COLERAIN TWP. TRUSTEES	:	
EMPLOYER	:	

FILING OF THE AMENDED COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, The F.O.P. Ohio Labor Council Inc. hereby files a copy of the Amended Collective Bargaining Agreement executed between the parties in the bargaining unit consisting of Colerain Twp. Police Officers. The Collective Bargaining Agreement shall replace the agreement already on file with SERB which expires October 31, 2013.

Without the filing of a Notice to Negotiate, the parties mutually agreed to extend the terms of the Collective Bargaining Agreement and execute a new agreement which expires **October 31, 2016** (attached).

Respectfully submitted,

Catherine A Brockman

Catherine A. Brockman
Executive Director

c.c.
Mr. Dennis Deters
ddeters@coleraintwp.org

Tom Fehr
fopolctom@cinci.rr.com