

Pursuant to an appointment letter dated April 28, 2009 from the State Employment Relations Board (SERB) a Fact Finding was held at the city hall of Cheviot, Ohio at 12:30 p.m., July 29, 2009.

Present for the parties were the following:

<u>Employer</u>	<u>Employees</u>
Honorable Samuel D. Keller, Mayor City of Cheviot	Craig Holder City of Cheviot P.D.
Steven O. Neal Safety Service Director City of Cheviot	Emmett Stone City of Cheviot P.D.
Mark Waters Attorney for City of Cheviot	Thomas Fehr Staff Representative Fraternal Order of Police OLC

Prior to the hearing the parties were fully informed of the requirements and procedures under Chapter 4117 of the Ohio Revised Code.

The bargaining unit consists of six patrol officers and three sergeants all of whom are sworn law enforcement officers.

The parties have met and negotiated on March 13, 20, 30, April 7, and May 28, 2009.

The City of Cheviot is located in Hamilton County, Ohio and the Police Department is funded by General Revenue Funds exclusively.

At the outset of the meeting the parties agreed that there needed to be Fact Finding on certain unresolved issues. Following a brief Fact Finding hearing the parties agreed to attempt mediation on the following issues:

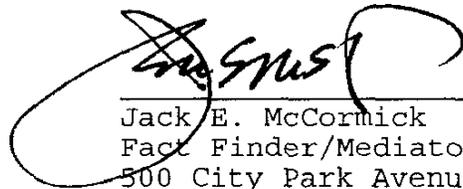
Article 13	Layoff and Recall
Article 14	Wages and Compensation
Article 15	Hours of Work and Overtime

Article 32 Duration
Article 34 Off Duty Details

At approximately 6:30 p.m. on July 29, 2009 the parties signed Tentative Agreements on all the above matters, copies of which are attached hereto.

By facsimile dated August 5, 2009 the parties advised the Mediator that their respective governing bodies had approved the attached Tentative Agreements and that they would become a part of the new bargaining agreement.

It was stipulated by the representative of the City of Cheviot that the Employer has the ability to fund the economic provisions of the bargaining agreement beginning April 1, 2009 and ending March 31, 2010.



Jack E. McCormick
Fact Finder/Mediator SERB
500 City Park Avenue
Columbus, Ohio 43215
(614) 221-2718
Fax (614) 221-2719

SECTION 13.8. Before any bargaining unit member is laid off, officers working special assignments, including but not limited to investigations and D.A.R.T. officers will be assigned to patrol duties.

For the Union:

L. James Holden
7-29-09

APPROVED AS TO FORM:

William L. Stone
LABOR DIRECTOR

7/29/09

For the Union:

James J. Lee

Sgt. Tracy Holden

Pat James Stone

James Madison
SR13

SECTION 14.6. The City shall pay a one-time bonus of \$1,000.00 to patrolmen and \$1,200.00 to sergeants within two pay periods of the date of the final approval of this agreement.

7/28/09

For the Union:
James D. Miller
7-24-09

For the City:
Hon. J. B. [unclear]
Sgt. [unclear]
Pat. [unclear]

APPROVED AS TO FORM:
[Signature]
CITY CLERK

[Faint handwritten notes]

SDA

CA

SECTION 15.4. The bargaining units shall immediately vote of whether to work permanent or rotating shifts, which determination shall remain in effect for the remainder this contract.

For the Bargaining Unit
L. Michael Miller
7-29-89

For the Bargaining Unit
Shirley S. for 7/28/89
J. J. [unclear]
Pat [unclear]

APPROVED AS TO FORM.

[Signature]
VICE CHANCELLOR

[Signature] MEDICATION
SRUBS

F.O.P., Ohio Labor Council, Inc.

FOF/OLCI Proposal # 2

And

The City of Cheviot, Ohio



Units: Full-Time Patrol Officers and Full-Time Sergeants

BOLD IS ADDED LANGUAGE - ~~DELETE STRICKEN LANGUAGE~~

ARTICLE 32 DURATION

SECTION 32.1. This Agreement shall be effective as of April 1st, ~~2006~~ **2009**, and shall remain in full force and effect through midnight March 31, ~~2009~~ **2010**.

SECTION 32.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice on intent.

SECTION 32.3. 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 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 matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the City of Cheviot, Ohio City Council and the membership of the Fraternal Order of Police, Ohio Labor Council, Inc.

FOR THE EMPLOYER:

[Handwritten Signature]

FOR THE FOP:

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Date Submitted 7-29-09
3-20-09

Date Accepted 7/29/08

APPROVED BY _____

[Handwritten Signature]

LOW DIRECTOR

[Handwritten notes and signatures]

F.O.P., Ohio Labor Council, Inc.

FOP/OLCI Proposal # 3

And

The City of Cheviot, Ohio



Units: Full-Time Patrol Officers and Full-Time Sergeants

BOLD IS ADDED LANGUAGE ~~DELETE STRICKEN LANGUAGE~~

ARTICLE 34 OFF DUTY DETAILS

SECTION 34.1. Any business or organization that operates within the City limits and requests Police services shall use the services of off duty Cheviot Police Officers if they are available unless they have made arrangements with another police agency.

SECTION 34.2. Off duty details must be offered to full-time bargaining unit members first, then can be offered to part-time officers if enough full-time officers have not volunteered to work the detail.

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the City of Cheviot, Ohio City Council and the membership of the Fraternal Order of Police, Ohio Labor Council, Inc.

FOR THE EMPLOYER:

Edward D. Keller

FOR THE FOP:

James J. Ed
Ray Holder
McConnell

Date Submitted 7-29-09

Date Accepted 7/29/09

Approved as to Form.
Ed G. Holder
LAW DIRECTOR

James J. Ed *Ray Holder*
McConnell

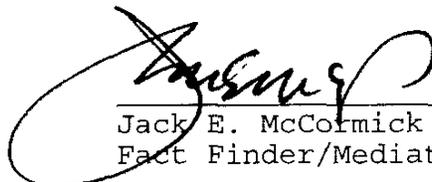
CERTIFICATE OF SERVICE

On this *7th* day of August, 2009 the foregoing was served by ordinary mail on the following:

Edward E. Turner
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Thomas J. Fehr
5752 Cheviot Road, Suite D
Cincinnati, OH 45247

Honorable Samuel D. Keller
Mayor City of Cheviot
3814 Harrison Avenue
Cheviot, Ohio 45211-4726



Jack E. McCormick
Fact Finder/Mediator SERB