

MEMORANDUM OF UNDERSTANDING

Between

FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL
SERGEANTS
And
Colerain Township Board of Trustees

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

For the purposes of this Memorandum, the Bargaining Unit consists of Police Department Sergeants.

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

The parties agree to eliminate the use of "step" increases for all police officers hired on or after May 1, 2012. The parties agree that the starting pay for new police officers is \$47,520.28 per year or \$22.85 per hour. Police officers hired as "full-time" employees after May 1, 2012 will receive wage increases based on an agreed upon annual percentage increase, as determined through negotiation between the Employer and the Union.

Police officers hired prior to May 1, 2012 will be paid by the agreed upon basis established in the collective bargaining agreement dated November 1, 2009 to October 31, 2013. Officers paid at the previously agreed upon rate, will be paid 13% above the top patrol pay rate.

Police officers hired on or after May 1, 2012 will receive mutually negotiated percentage increases. When an officer hired through this MOU is promoted to the position of sergeant, the newly promoted will receive a probationary increase of 5% above their top police officer salary for a period of 12 months. Upon successful completion of the probationary period, the sergeant will be paid 13% above that officer's top pay as a police officer.

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

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

Section 15.1

Effective November 1, 2009 and continuing for the duration of this contract, the pay plan for bargaining unit members in the rank of sergeant shall be 13% higher than the highest base rate of pay for patrol officers in the Department.

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

Officer hired after May 1, 2012 and later promoted to the rank of sergeant shall be paid 13% higher than their highest rate of pay as a full-time police officer.

1) Article 15 – Wages and Compensation Section 15.2 shall read:

In the event that the Employer establishes a new entry level sergeant's position, wages for that position shall be 5% higher than the base salary of the highest paid patrol officer in the Department for the first 12 months. Upon successful completion of the probationary period, the employee shall be paid the differential set out in section 15.1.

In the event that the Employer establishes a new entry level sergeant's position, and the successful candidate was hired after May 1, 2012, the new wages for that position shall be 5% higher than the base salary of that employees highest patrol officer rate of pay, for the first 12 months. Upon successful completion of the probationary period, the employee shall be paid the differential set out in section 15.1, paragraph two, beginning "Effective May 1, 2012..."

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

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

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

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

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

1) Article 32 – Subcontracting
Section 32 shall read:

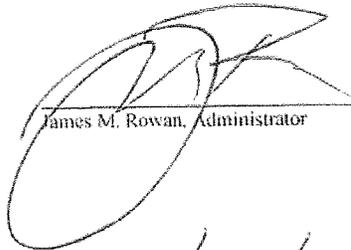
The parties agree that the Employer shall have the discretionary right to contract with other governmental law enforcement agencies for the provision of police services to the Township in an amount not to exceed \$376,000 annually during the term of this Memorandum of Understanding. The parties also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

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

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

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

FOR THE TOWNSHIP:

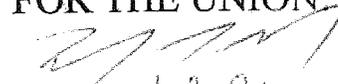


James M. Rowan, Administrator

3/27/12

Date

FOR THE UNION:




Scott Owen



Jerry Grayson

3/23/12

Date

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 09-MED-07-0746
EMPLOYEE ORGANIZATION,	}	(Sergeants)
	}	
and,	}	
	}	
COLERAIN TOWNSHIP TRUSTEES,	}	
EMPLOYER.	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

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

Respectfully Submitted



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cc: Mr. Dennis Deters
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