

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 Article 26, Insurance and Article 28, Wages will be amended for the duration of the Agreement set to expire December 31, 2012, to read as outlined below.

ARTICLE 26 INSURANCE

Section 26.1 Participating bargaining unit employees will pay a maximum of 7% of the total cost of the Township provided insurance in 2011 and 8% of the total cost of the Township provided insurance in 2012, after the effective date of this agreement for the hospital, medical, dental, vision, prescription drug card, and life insurance coverage provided to them and their dependants by the Township pursuant to this article. In no event will bargaining unit employees pay higher percentage rate than any other Township employees.

Section 26.2 The Township shall continue current policies and plans enforce with current providers for the term of this agreement. 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 drop the Townships provided insurance. The Employee will be entitled to waive insurance coverage for a maximum of 25% entitlement of the total monthly cost of the current Township provided insurance package (i.e. hospital, medical, dental, vision, prescription drug card, and life insurance coverage). Said employee will not be eligible to re-enroll in any portion of the insurance package until the next annual open enrollment period with the insurance provider(s) is due. Proof of outside insurance is required to receive the 25% 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 Full time employees of the Hamilton Township Police Department will receive hourly wage compensation for work rendered as set forth below.

For 2011, the rates listed below will take effect as of February 20, 2011. Pay rates listed below for 2012 will take effect January 1, 2012

Years of Service	2010 (0%)	2011 (2%)	2012 (1.5%)
0-1 Year	Hourly \$19.65 Annual \$40,872.00	Hourly \$20.04 Annual \$41,689.00	Hourly \$20.34 Annual \$42,315.00
1-2 Years	Hourly \$20.71 Annual \$43,076.80	Hourly \$21.12 Annual \$43,938.00	Hourly \$21.44 Annual \$44,597.00
2+ Years	Hourly \$25.36 Annual \$52,748.80	Hourly \$25.87 Annual \$53,804.00	Hourly \$26.26 Annual \$54,611.00

Section 28.3 Longevity Pay All Employees shall receive longevity pay after completion of the required length of continuous full-time service with the Hamilton Township Police Department pursuant to the following schedule:

- A. From five (5) years through nine (9) years: two percent (2%) additional over the base annual rate.
- B. Ten (10) years and thereafter: four percent (4%) additional over the base annual rate.

The Township agrees to issue Longevity Payments by way of a separate check for the duration of the Agreement.

Section 28.4 Tuition Reimbursement The Township shall reimburse any Officer who is enrolled in an accredited college or university course(s) and passes said

accepted curriculum leading to a degree in Criminal Justice, Public Administration, or related field. 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:

reimbursed in full at 100%

at 75%

reimbursed at 50%

reimbursed

Reimbursement for books shall not exceed \$1000 per year

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

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.

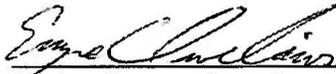
The employee will be required to sign an agreement regarding reimbursement procedures for all college courses taken. In the event the employee leaves employment for any reason, he/she will be required to reimburse Hamilton Township the portion of fees based on the original course cost and the length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

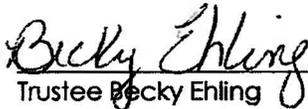
Length Of Service	6 Months	1 Year	1.5 Years	2 Years	2.5 Years	3 Years
Cost of College Course						
\$ 2,000.00 or more	100%	100%	75%	50%	25%	0%
\$1,000 - \$1,999	100%	75%	50%	25%	0%	
\$500 - \$999	100%	50%	25%	0%		
\$100 - \$499	100%	25%	0%			

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

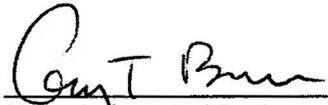
Section 28.5 Payroll Discrepancies In the event of a payroll discrepancy, the employee shall advise the Chief of Police (in writing) of the discrepancy. Payroll discrepancies will be corrected within fourteen (14) business days of submission.

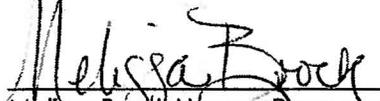
**FOR: HAMILTON TOWNSHIP
BOARD OF TRUSTEES:**


Trustee Eugene Duvelius


Trustee Becky Ehling


Trustee Kurt Weber


Gary Boeres, Assistant Township
Administrator


Melissa Brock Human Resources

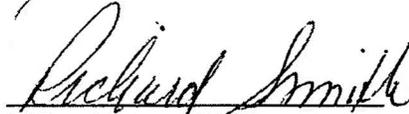

Jackie Terwillegger, Fiscal Officer

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


Mark A. Scranton, Staff Representative
FOP, Ohio Labor Council, Inc.


Officer Tim Rector


Officer Gullin Short


Officer Richard Smith

12-18-2011
Date

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 09-MED-10-1191
LODGE NO. 4,	}	(Police Officers)
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	(This will close the open case for
HAMILTON TOWNSHIP TRUSTEES,	}	Case No.(s): 10-MED-10-1464)
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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614-224-5700

cc: Ms. Melissa Brock
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