Regular Meeting of the Board of Trustees - September 24

September 24, 2019

1. **Opening of Meeting**
2. **Executive Session** 6:00 PM
3. **Pledge of Allegiance** 7:00 PM
4. **Meditation (Moment of Silence)**
5. **Fiscal Office** – Approval of Minutes from September 10, 2019
6. **Presentations**
    a. Proclamation Declaring September 28th Heritage Day in Colerain Township
    b. Presentation of Donation by Goodtimers
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

a. Motion to Permit Township Administrator to Sign Agreement with YWCA.

Public Services

a. Motion to Accept Generation Drive

b. Motion to Execute Agreement with AY Mills for Community Center Improvements

Planning & Zoning

a. Resolution Denying Zone Change for Zoning Case ZA2019-05

b. Resolution Declaring Nuisance and Ordering Abatement

c. Resolution for the Demolition of Property at 6700 Schuster Court

Administration

a. Motion to Authorize Execution of a Collective Bargaining Agreement with AFSCME

b. Motion to Authorize Execution of a Collective Bargaining Agreement with IAFF

c. Motion to appoint member to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC)

11. **Consent Items**

a. Contract with Anthem for Accident Death and Dismemberment - Correction

12. **Fiscal Office Report**

13. **Executive Session** – if needed

14. **Adjournment**

PRESENTATIONS

Department: Administration

Department Head:

Proclamation Declaring September 28th Heritage Day in Colerain Township

Rationale:

PROCLAMATION RECOGNIZING SEPTEMBER 28, 2019 AS COLERAINE HERITAGE DAY IN COLERAINE TOWNSHIP

Hamilton
....*County, Ohio*
Colerain
Be It Proclaimed *by the Township Trustees of* ....*Township, that*

WHEREAS, the Trustees of Colerain Township, Ohio desire to honor the Township's rich history and recognize occasions of significance; and

WHEREAS, Colerain, Ohio was settled in 1794, making 2019 the 225th Anniversary of the Township; and

WHEREAS, the 225th anniversary of Colerain Township, Ohio will be celebrated in 2019 with numerous activities and events planned for the citizens of the Township to come together to celebrate their rich heritage; and

WHEREAS, the residents of Colerain Township, Ohio have contributed several items to be placed in a time capsule that will be buried at Heritage Park; and

WHEREAS, these items provide a snapshot of life in Colerain Township in 2019; and

WHEREAS, this time capsule will be opened on Colerain Township's 250th Anniversary, to be celebrated on or about October 1, 2044; and

WHEREAS, the Colerain Township desires to honor and recognize the Coleraine Historical Society for their hard work, effort, and dedication to the success of the 225th Anniversary celebration.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize September 28, 2019 as Heritage Day in Colerain Township.

Adopted the *24th* *day of* *September* *2019*

Attest ....
Fiscal Officer

....

....

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Presentation of Donation by Goodtimers

Recommend adoption of a motion to accept a donation from the Goodtimers organization.

Rationale:

The Organization will be attending the meeting to present a check to the Police Department for assisting with their charity ride.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Permit Township Administrator to Sign Agreement with YWCA.

Recommend adoption of a motion to permit Township Administrator Geoff Milz to sign a grant acceptance agreement with the YWCA.

Rationale:

The agreement allows the Township to accept $45,500 in grant money as a sub- recipient. This grant funds our participation with the YWCA's grant from the United States Justice Department Office on Violence Against Women. The Department has partnered with the YWCA for three years as we help develop the Lethality Assessment protocol for domestic violence survivors. The grant also supports our Family Justice Center efforts.

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SUBGRANT AWARD AGREEMENT

CONTRACT
2016-WE-AX-0026-700

Subrecipient Legal Name and Address	Colerain Township				
Project Director Name and Contact Info					
Subrecipient DUNS Number		IRS/Vendor Number (Tax ID)			
Federal Award Identification Number	2016-WE-AX-0026	Federal Award Date	09/27/2016	Project Period	10/1/2016 - 9/30/2019
Name of the Federal Awarding Agency	U.S. Department of Justice Office on Violence Against Women				
Total Amount of the Federal Award	$450,000				
Name of the Pass-through entity, and contact information for the awarding official	YWCA of Greater Cincinnati Barbara C. Perez, President/CEO For financial grants management questions, contact Jessica Mays, Vice President of Finance, at (513) 361-2128, or by e-mail at jmays@ywcacin.org. For other questions, contact Rachel Strasinger, Director of Grants Administration at (513) 361-2133, or by email at rstrasinger@ywcacin.org.				
Catalog of Federal Domestic Assistance (CFDA) number and name	16.590 - Improving Criminal Justice Responses Grant Program also known as the Arrest Program				
Title of the Program	OVW FY 2016 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program (also known as the Arrest Program)				
Title of the Project	YWCA Family Justice Center Project				
Statutory Authority for Grant	42 U.S.C. §§ 3796hh–3796hh-4 (OVW- Improving Criminal Justice Responses Program, also known as Arrest Program)				
Amount of Federal Funds Obligated in this agreement	$45,500	Total Amount of Federal Funds Obligated to the Subrecipient	$45,500		
This award is:	Research and Development (R&D)?	No	Subject to FFATA?	Yes	
Special Conditions	This subaward grant project is approved subject to such conditions or limitations as are set forth on the attached pages, labeled Attachment B. For purposes of the special conditions attached hereto, subrecipient agrees to comply with all such conditions applicable to a “subrecipient” (as such term is used in the special conditions).				
Subrecipient Indirect Cost Rate		Indirect cost rate for the Federal Award	N/A		
Additional Conditions	• Subrecipient agrees to grant the YWCA of Greater Cincinnati and auditors access to the subrecipient’s records and financial statements as necessary for YWCA to meet the requirements of 2 C.F.R. § 200 et. seq. Subrecipient acknowledges and agrees that it will cooperate with YWCA so as to allow it to comply with the aforementioned regulations, and any other applicable law. • Conditions and limitations set forth from the Office for Civil Rights as described in Attachment A.				

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SUBGRANT AWARD AGREEMENT

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Federal Award Project Description
The Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program (formerly known as the Grants to Encourage Arrest Program) implements certain provisions of the Violence Against Women Act, which was enacted in September 1994 as Title IV of the Violent Crime Control and Law Enforcement Act of 1994, and reauthorized in the Violence Against Women Acts of 2000, 2005, and 2013. The program enhances victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking by encouraging jurisdictions to implement pro-arrest policies as an effective intervention that is part of a coordinated community response. An integral component of the Improving Criminal Justice Responses Program is the creation and enhancement of collaborative partnerships between criminal justice agencies, victim services providers, and community organizations which respond to sexual assault, domestic violence, dating violence and stalking. YWCA of Greater Cincinnati, in partnership with Colerain Township, Colerain Township Police Department, Alliance for Immigrant Women, Family Violence Prevention Project, Colerain Family Justice Center, Santa Maria Community Services, and Legal Aid of Greater Cincinnati seeks to develop and expand the Colerain Township Family Justice Center. The Colerain Township Family Justice Center will offer legal advocacy service programs and other victim services for victims of sexual assault, domestic violence, dating violence, and stalking; with a priority of strengthening assistance to such victims in immigration matters. YWCA of Greater Cincinnati has determined that it is in the best interest to grant subawards to additional Subrecipients for the implementation and administration of the Program.
Scope of Services
Subrecipient should provide the following services under this subaward: • Services of a police officer, 1 hour per week; • Assistance with referrals; • Assistance in criminal proceedings; • Maintenance of Family Justice Center office space; • Ensure the presence of a Clerk during Family Justice Center (FJC) hours of operation; and • Identify staff that will serve on Victim Services and High Risk Team.
Additional Responsibilities of Subrecipient
Further, subrecipient agrees to: A. Ensure the funds subject to this Subgrant Award Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award. B. Promptly reimburse YWCA for any funds YWCA pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which YWCA is responsible. C. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if YWCA, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded determines compliance has not been achieved. D. Make records available to YWCA, federal agencies, and other authorized governmental agencies for review, audit and investigation. E. Maintain documentation conforming to all requirements prescribed by federal, state and local laws. Subrecipient must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.

Suspension and Termination, Breach and Default
A. This Subgrant Award Agreement may be terminated in accordance with any of the following: 1. By mutual agreement, in a signed writing by each of the parties. 2. By either party after giving ninety (90) days written notice of termination to the other party. 3. YWCA may immediately terminate this Agreement if (i) there is a loss of federal funds, (ii) a disapproval of this Agreement by DOJ, or (iii) illegal conduct by the subrecipient or conduct that YWCA reasonably believes to be in breach of the terms and conditions of this Agreement, the terms of the award or federal or state law. B. In the case of Section A.3. above, YWCA may: 1. Temporarily withhold cash payments pending correction of the deficiency by the subrecipient or its agents; 2. Disallow all or part of the cost of the subgrant award activity or action not in compliance; 3. Wholly or partially suspend or terminate the current award; or 4. Take any other remedies that may be legally available.
Subgrants
Subrecipient must perform its assigned duties as set forth by this Subgrant Award Agreement. None of subrecipient's duties or actions pursuant to this Subgrant Award Agreement may be subcontracted, nor shall this Subgrant Award Agreement be assigned, or any subawards made by subrecipient, without the prior express written authorization of YWCA.
Miscellaneous Provisions
A. This Subgrant Award Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Award Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Award Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Award Agreement impossible. B. Nothing in this Subgrant Award Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by YWCA to subrecipient that is not specifically set forth in state and federal law. Nothing in this Subgrant Award Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the United States, the DOJ, YWCA, or any of the officers or employees of the same. C. This Subgrant Award Agreement and its attachments shall constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof. D. Limitation of Liability: To the extent permitted by law, YWCA agrees to be responsible for any liability directly relating to any and all acts of negligence by YWCA. To the extent permitted by law, subrecipient agrees to be responsible for any liability directly related to any and all acts of negligence by subrecipient. In no event shall either party be liable for any indirect or consequential damages, even if YWCA or subrecipient knew or should have known of the possibility of such damages.

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SUBGRANT AWARD AGREEMENT

CONTRACT
2016-WE-AX-0026-700

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Subgrant Award Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

YWCA of Greater Cincinnati

By: ______________________________
[Name, Title]

COLERAIN TOWNSHIP

By: ______________________________
[Name, Title]

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 27, 2016

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

   The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the grant period.

2. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

3. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW web site at https://www.justice.gov/ovw/grantees (Award condition: Registration with the System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

4. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/grantees (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

   Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website.

6. OVW Training Guiding Principles

   The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees.

7. Effect of failure to address audit issues

   The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

8. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

    Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

    The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET
Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

11. Restrictions on "lobbying" and Policy Development

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at https://www.justice.gov/ovw/grantees, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

13. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

14. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

16. Encouragement of policies to ban text messaging while driving

    Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. The grantee agrees to follow the applicable set of general terms and conditions which are available at http://www.justice.gov/ovw/grantees. These do not supersede any specific conditions in this award document.

18. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

19. The recipient acknowledges that they are responsible for maintaining updated contact information in the Grants Management System. To update information in GMS for either the point of contact and/or the authorized representative, grantees must submit a Grant Adjustment Notice.

20. The grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

21. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

22. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

23. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET
Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

24. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.

25. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

26. The grantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

27. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.

28. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Grantees are required to collect the information that is included on the Measuring Effectiveness Progress Report for the OVW Program under which this award is funded.

29. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".

30. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

31. Funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, grantees must submit a Program Office Approval Grant Adjustment Notice (GAN) via the Grants Management System (GMS). The grantee must include a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs should be attached to the GAN. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Approval to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

32. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to peer consultations, and workshops conducted by OVW-designated technical assistance providers. All training will be coordinated by OVW-designated technical assistance providers.

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

33. First-time grantees, or continuation grantees if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the grantee agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

34. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

35. The recipient agrees to submit one copy of all required reports and any other written materials or products that are developed by the grantee or project partners and funded under the project to OVW not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

36. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. __________________ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."

37. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

38. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.

U.S. Department of Justice
Office on Violence Against Women

AWARD CONTINUATION SHEET

Grant

PROJECT NUMBER 2016-WE-AX-0026 AWARD DATE 09/27/2016

SPECIAL CONDITIONS

39. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

    The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

    In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

    It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

40. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own and/or operate in his or her name).

41. The grantee agrees to use grant funds to strengthen legal advocacy service programs for victims of domestic violence, dating violence, sexual assault and stalking, including strengthening assistance to such victims in immigration matters. Grant funds may not be used to provide long-term or short-term legal representation.

42. The grantee agrees that funds will not be used for prevention activities (e.g., outreach to elementary and secondary schools, implementation of educational programs regarding domestic and dating violence intervention, and public awareness campaigns). The grantee may use funds to provide outreach regarding the specific services offered under the grant.

43. The recipient's budget is pending review and approval. The recipient may obligate, expend and draw down funds for travel related expenses to attend OVW-sponsored technical assistance events up to $10,000, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds in which case the condition prohibiting any obligation, expenditure or drawdown of funds will control. Remaining funds will not be available for draw down until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the Grant Adjustment Notice when the budget is approved.

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion to Accept Generation Drive

Recommend adoption of a motion to accept Generation Dive as requested by the Hamilton County Engineer's office.

Rationale:

The physical improvements as shown on the original improvement plans are complete and were constructed under the inspection of the County Engineer's office.

A one year Maintenance Surety Bond and Maintenance contract from the developer begins the same day the streets are accepted.

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

PHONE (513)946-4250 FAX (513)946-4288

September 9, 2019

To: COLERAIN TOWNSHIP TRUSTEES

Re: STRUBLE ROAD BUSINESS PARK PHASE 1

Honorable Board:

Please find the attached plat showing ***GENERATION DRIVE*** in the above referenced subdivision. The developer has requested that said road be established as a Township road. The physical improvements as shown on the approved improvement plans are complete and were constructed under the inspection of this office. This plat was approved by the Hamilton County Regional Planning Commission.

The Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County. The Maintenance Contract is for a one (1) year duration period. This duration period begins the same day the streets are actually accepted. Said Maintenance Surety will assure the correction of any defect or structural failure appearing in any public improvement, as shown on the approved subdivision improvement plans or constructed as part of this development.

We request that you inform this office in writing as to your assent to subject roads being accepted as Township roads. Upon receipt of your reply, this matter will be further expedited.

Generation Drive:	1932.22 L.F.
Total Pavement Length:	**1932.22 L.F.**

Very truly yours,

THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER

Debi S. Calhoun

Debi S. Calhoun
Subdivision Department

TBH/DSC
HCED180022
Attachments
C: Subdivision File

PUBLIC SERVICES

Department: Public Services

Department Head: Geoff Milz, Administrator

Motion to Execute Agreement with AY Mills for Community Center Improvements

Recommend the adoption of a motion to permit the Township Administrator to enter into an Agreement with AY Mills for Community Center Improvements.

Rationale:

The Township budgeted $30,000 for improvements to the Community Center in 2019. The Township solicited bids for this project and received two quotes for the project. The bids were reviewed by our Facility Manager who recommended that the Township award the contract to the low bidder, AY Mills Building.

The scope of the project includes:
Kitchen Renovations - $24,998.80 (The Township will self-perform the demo of the existing cabinets)
Hall A wall painting - $3,192.50
Kitchen wall painting - $962.70

The total cost of this agreement is $29,154.

CONSTRUCTION BID FORM

OWNER INFORMATION

Name:	Colerain Township
Address:	4200 Springdale Rd.
City, State Zip:	Cincinnati,Oh 45251
Phone:	513-464-1742
Email:	bdellaposta@colerain.org
C/O:	Bob Dellaposta
Project Name:	Senior Center Hall A Renovation

CONTRACTOR INFORMATION

Company:	AY Mills Building
Contact Name:	Arland Mills
Address:	6987 Logsdon Rd.
City, State Zip:	Hamilton,Oh 45011
Phone:	(513)383-4260
Email:	arlandrmills@gmail.com
Bid date:	9/2/2019
Bid number:	2619

SCOPE OF WORK

Hall A Painting: Prep walls as necessary including drywall repairs as needed.Leave all glued on acoustic panels in place and cut around them with paint.Paint all walls and trim inside Hall A with commercial grade paint keeping current color scheme.Paint hallway wall with water fountains and damaged area near balcony doors.Paint Bride's room.(change white walls to soft blue/grey color approved by owner)$3,192.50....Paint kitchen walls.$962.70....Prep ceiling as necessary including drywall repairs as needed.Remove,clean,paint and reinstall ceiling air diffusers so that they look as new.Paint ceiling.$10,750.00 **Hall A Kitchen:**(Demo of existing cabinetry to be performed by owner)Install new stainless steel counters like in Hall B.Relocate existing ice chest and integrate it into the counter between the bar sink and walk-in cooler.Extend counter closer to door where ice chest was located previously.Install new shelving brackets with stained 1"x6" wood shelving over bar,triple sink,and bar sink.Install new LVT wood plank flooring(similar to Hall B)in kitchen,electrical room,closets,and 6.5' wide x 8'deep into the mechanical room.Install new metal thresholds at doorways.Connect plumbing from existing hand sink into existing plumbing so that it drains properly.$24,998.80--**Options for Hall A:** **Option A:**Paint all of the hallway areas on the Hall A side.$3,223.00 **Option B:**Install and paint wide chair rail around entire room to match the one by the balcony.$10,200.00/or regular white painted chair rail without an integrated hand rail.$1,200.00 **Option C:**Install faux beams to mask the seams that run the length of the hall ceiling.$6,850.00/ or flat painted boards to mask the seams.$2,874.00---**Options for Hall A Kitchen:** **Option A:**Expand beverage service window to 60" wide with new roll up door.$2,879.00 **Option B:**Install new bar lighting over window to replace sconce. $385.00 **Option C**:Install brick or stone backsplash on wall over bar service sink from counter to ceiling. $1,650.00 **Option D:**Install new 34"wide x 30" deep two door locking cabinet over the ice machine $589.00

All labor and materials will be supplied to complete the scope of work listed above,unless otherwise noted.

COMPANY PROPOSAL

We at AY Mills Building propose that the scope of work listed above will be completed in a timely fashion and in a workmanlike manner for the total sum of $40,887.50 due within 30 days of job completion. Bid may be with withdrawn after 30 days. Add ons must be signed off on before completion.

Submitted by (Company Representative) **Date**

OWNER ACCEPTANCE

I accept the proposal listed above and do agree to pay the total sum of $40,887.50 due within 30 days of completion of the scope of work listed above to my reasonable satisfaction.

Submitted by (home owner or authorized representative) **Date**

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution Denying Zone Change for Zoning Case ZA2019-05

Recommend approval of a Resolution Denying Zone Change for Zoning Case ZA2019-05.

Rationale:

The Colerain Township Zoning Commission held a Public Hearing on August 20, 2019 where the Zoning Commission unanimously recommended for denial of the request. This request was then heard by the Board of Trustees in a Public Hearing on September 10, 2019.

Staff supports the recommendation of the Zoning Commission, as the existing The B-1 Neighborhood Business District Zoning is intended primarily for professional office uses, personal service uses and retail service uses, which dispense convenience goods and services directly to consumers on the premises. This district is designed to serve local residential neighborhoods with a highly varied grouping of indoor business services. Changing the Zoning to B-2 would allow the applicant to use the property for any permitted B-2 use. In general, the Township attempts to limit B-2 zoning to arterial roadways and highways.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 24th day of September, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Dan Unger, Greg Insco, Raj Rajagopal

Mr./Ms. ______________________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. ______-19

Case No. ZA2019-05
2529/2507 Compton Road
Denial of a Zone Map Change
From "B-1" Neighborhood Business District to "B-2" General Business
Parcel Nos. 510-0062-0180 and 510-0062-0004

WHEREAS, the Applicant, Musa N. Sarbal, representing Ceren222 Co. has submitted an application for a Zoning Map Amendment for the re-zoning of the property at 2507-2529 Compton Road from "B-1" Neighborhood Business District to "B-2" General Business; and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the case on August 20, 2019, and after consideration of the recommendation of staff, and all public comments, exhibits, and other materials submitted, voted unanimously to recommend denial of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on September 10, 2019, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted ______ to deny the application for the Zoning Map Amendment request from "B-1" Neighborhood Business District to "B-2" General Business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Colerain Township, Hamilton County, Ohio accepts the recommendation of the Colerain Township Zoning Commission for a Zoning Map Amendment, and that the Board of Trustees does hereby deny the request for parcel nos. 510-0062-0180 and 510-0062-0004, for the reason that the Zoning Map Amendment would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in not keeping with good land use planning; and,

BE IT FURTHER RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Inspector.

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

4. That this Resolution shall be effective at the earliest date allowed by law.

Mr.____________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Insco________, Mr. Rajagopal________, Mr. Unger________

ADOPTED this 24th day of September, 2019.

BOARD OF TRUSTEES:

____
Greg Insco, Trustee

____
Raj Rajagopal, Trustee

____
Dan Unger, Trustee

ATTEST:

____
Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Lawrence E. Barbiere (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 24th day of September, 2019.

____
Heather E. Harlow
Colerain Township Fiscal Officer

COLERAIN
EST. 1794

4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: Zoning Map Amendment
Case ZA2019-05
2529/2507 Compton Road
September 10, 2019

PREPARED BY: Marty Kohler
Senior Planner

Request:

Applicant Musa N. Sarbal representing property owner Ceren222 Co has submitted an application for a Zoning Map Amendment for the re-zoning of the property at 2507-2529 Compton Road from "B-1" Neighborhood Business District to "B-2" General Business.

Purpose:

To rezone and develop the property for development as a maintenance and auto sales facility which is not permitted in the "B-1" zone.

Location:

2507-2529 Compton Road: Located on the south side of Compton Road east of Pippin Road and west of Zodiac Drive. Parcels 510-0062-0180 and 510-0062-0004.

Site Description:

Tract Size:	Approximately 1.41 acres (gross)
Frontage: Approximately	117 feet on Compton Road
Topography:	Flat to steep hillside with creek
Existing Development:	4,500 square foot retail building, non-conforming billboard and parking

Surrounding Conditions:

	ZONE	LAND USE
North:	"B-1" Neighborhood Business	Single Family & Auto Repair
South:	"R-6" Urban Residential	Single Family Dwelling
East:	"B-1" Neighborhood Business	Restaurant
West:	"B-1" Neighborhood Business	Recycling Business

Case History:

The applicant purchased the two adjacent parcels in March of 2019. The building on the property was constructed in 1962 just prior to zoning regulations in Colerain Township. The building and site are non-conforming in several respects including building setback, parking design and billboard. The building has historically been used for various retail and service uses.

Proposed Use:

The applicant proposes to rezone the property and develop the site for an auto sales facility in accordance with a plan submitted with the application. Auto sales is not a permitted use in the "B-1" district.

Conformance with Comprehensive Plan:

The subject property is located in Area 6: Northbrook/Groesbeck of the Colerain Township Comprehensive Plan. The plan notes a need for neighborhood commercial uses at the intersection of Pippin and Adams and the intersection of Pippin and Compton. A development policy is to manage storm water through minimizing lot coverage and to acquire property in the flood plain of the West Fork Mill Creek.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

This zoning request was not submitted to the Hamilton County Regional Planning Commission for review and comment.

Hamilton County Storm Water & Infrastructure

- No Response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- No Response

ODOT

- No response

Hamilton County Engineer

- Letter from Jeff Newby attached

Metropolitan Sewer District

- No Response

Staff Review Comments:

- While the applicant has expressed a desire to develop an auto dealership on the property, under "straight letter Zoning" the applicant can use the property for any permitted use in the "B-2" zone if approved by the Board of Trustees.
- The stated purpose of the "B-1" and "B-2" districts is as follows:
  - B-1 Neighborhood Business District - The B-1 Neighborhood Business District is intended primarily for professional office uses, personal service uses and retail service uses, which dispense convenience goods and services directly to consumers on the premises. This district is designed to serve local residential neighborhoods with a highly varied grouping of indoor business services.
  - B-2 General Business District - The B-2 General Business District is intended to provide for a wide range of retail sales and services that would relate to the varied needs of the Township, the business community, and the visitor. The general uses in this district rely heavily on vehicular traffic and thus are located appropriately on arterial roadways and highways.
- The "B-2" district is found mostly along Colerain Avenue which is an arterial State highway. Compton Road is a County roadway and is considered to be a collector street. Based on the purpose statement above, the commercial properties on county roads should

tend to be the B-1" neighborhood service type of zone. The "B-1" types of uses are intended to be for the services for the immediately surrounding neighborhood and tend to blend well with residential uses. Auto sales and other "B-2" uses are usually not considered to be a convenience type of purchases.

- The site is extremely constrained for development due to the North Fork Mill Creek bisecting the site and isolating the land on the south side of the creek. According to the FEMA flood map, a portion of the existing building is located in the flood plain. Only a small portion of the site along Compton Road is out of the flood plain (about 0.2 acre) and this property is within the minimum required building and parking setbacks.
- The parking for the site is non-conforming in that there is no separation of the pavement of Compton Road from the pavement for parking on the site. The area used for parking in front of the building is within the right-of-way of Compton Road and cars back directly into the right-of-way to maneuver in and out of parking spaces.
- The plan included with the application uses existing pavement along Compton Road for parking. There is no setback between the parking and the right-of-way which is allowable since this is a "grandfathered" condition. Since "straight letter" zoning is requested verses a Planned District, conditions for zoning conformance cannot be made.
- The stated purpose of the "B-1" and "B-2" districts is as follows:
    - B-1 Neighborhood Business District - The B-1 Neighborhood Business District is intended primarily for professional office uses, personal service uses and retail service uses, which dispense convenience goods and services directly to consumers on the premises. This district is designed to serve local residential neighborhoods with a highly varied grouping of indoor business services.
    - B-2 General Business District - The B-2 General Business District is intended to provide for a wide range of retail sales and services that would relate to the varied needs of the Township, the business community, and the visitor. The general uses in this district rely heavily on vehicular traffic and thus are located appropriately on arterial roadways and highways.
- Auto sales facilities tend to utilize a larger land area than most commercial uses permitted in the "B-2" zone since there needs to be an allowance for display vehicles, customer parking and employee parking. Given that the usable area of this site is extremely small, it seems that this use is not a good fit for this property.

Colerain Zoning Commission Review and Action:

At the August 20, 2019 Zoning Commission meeting a public hearing was held and staff recommended for denial of the request to re-zone 1.41 acres of property from "B-1" Neighborhood Commercial to "B-2" General Commercial. After concluding the public hearing and deliberation, the Zoning Commission unanimously voted to <u>DENY</u> the zoning amendment request.

RECOMMENDATION:

The recommendation is for denial of the request as submitted.

APPLICATION FOR ZONE MAP AMENDMENT
REQUIRING A PRELIMINARY DEVELOPMENT PLAN
or MAJOR AMENDMENT TO A FINAL DEVELOPMENT PLAN
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251

Case No.: ZA 2019-05 **Date Filed:** ____________

Date of Preliminary Hearing (if applicable): ____________

Request Change from: B-1 **to:** B-2

Township: Colerain **Book: 510** **Page:** ________ **Parcels:** 510-0062-0180-00, 510-0062-0004-00

Physical location of property (address or brief description if no address assigned):
2529 COMPTON RD. CINCINNATI, OH 45231

2507 COMPTON RD. CINCINNATI, OH 45231

Name of Applicant: Musa . D. Sarbal
Telephone No.: (513) 3069002 **Email Address:** Sarbalmusa@yahoo.com
Address: 6158 Beckett Station court
City: West chester **State:** OH **Zip:** 45069

***Name of Owner(s):** Ceren 222 co
Telephone No.: (513) 3069002 **Email Address:** Sarbalmusa@yahoo.com
Address: 6158 Beckett Station court
City: West chester **State:** OH **Zip:** 45069

Name, address and parcel number of each property owner of record within the proposed amendment area:

1. ____ RECEIVED

2. ____ JUL 08 2019

3. ____ COLERAIN ZONING

(attach separate sheet if necessary for additional parcels)

Signatures:

Applicant: Musa Sarbal, [signature] **Date:** 7-7-19

***Owner:** ____________________ **Date:** ____________

***Owner:** ____________________ **Date:** ____________

Filing fees shall accompany the application. Make check payable to: ***Colerain Township Board of Trustees***.

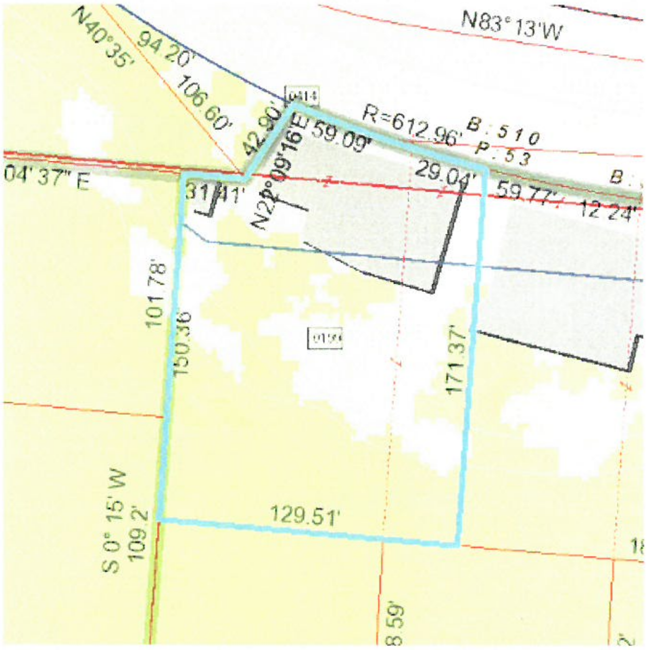
Filing fee: ________ **Legal notices:** ________ **Cert. Mail:** ________ **TOTAL:** ________

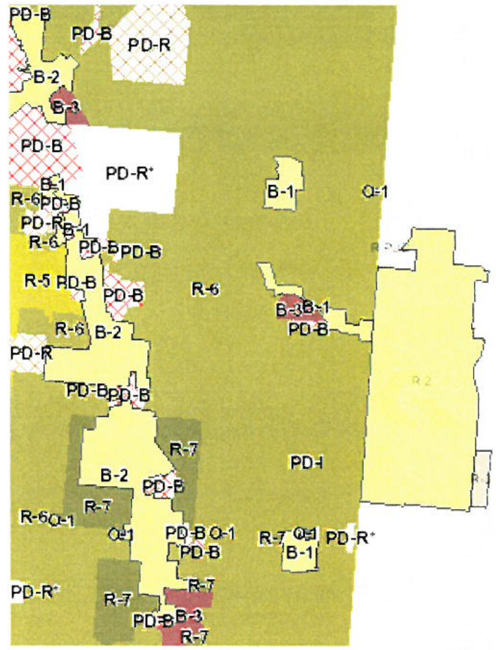
THERE SHALL BE NO REFUND OR PART THEREOF ONCE PUBLIC NOTICE HAS BEEN GIVEN.

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign for an amendment.

2543 COMPTON RD

enter comments





▾ **Address List**

Mailing Address

WHITE F H TR
4833 OHIO GARDENS RD
FORT WORTH TX 76114

Owner Address

WHITE F H TR
4833 OHIO GARDENS RD
FORT WORTH TX 76114

Previous Owner

RECEIVED
JUL 08 2019
COLERAIN ZONING

Tax Summary

Delinquent Taxes	0
Taxes Paid	$3550.3
Delinquent Date	
Bank Code	0
Annual Taxes	$3550.3
Landuse Class	420

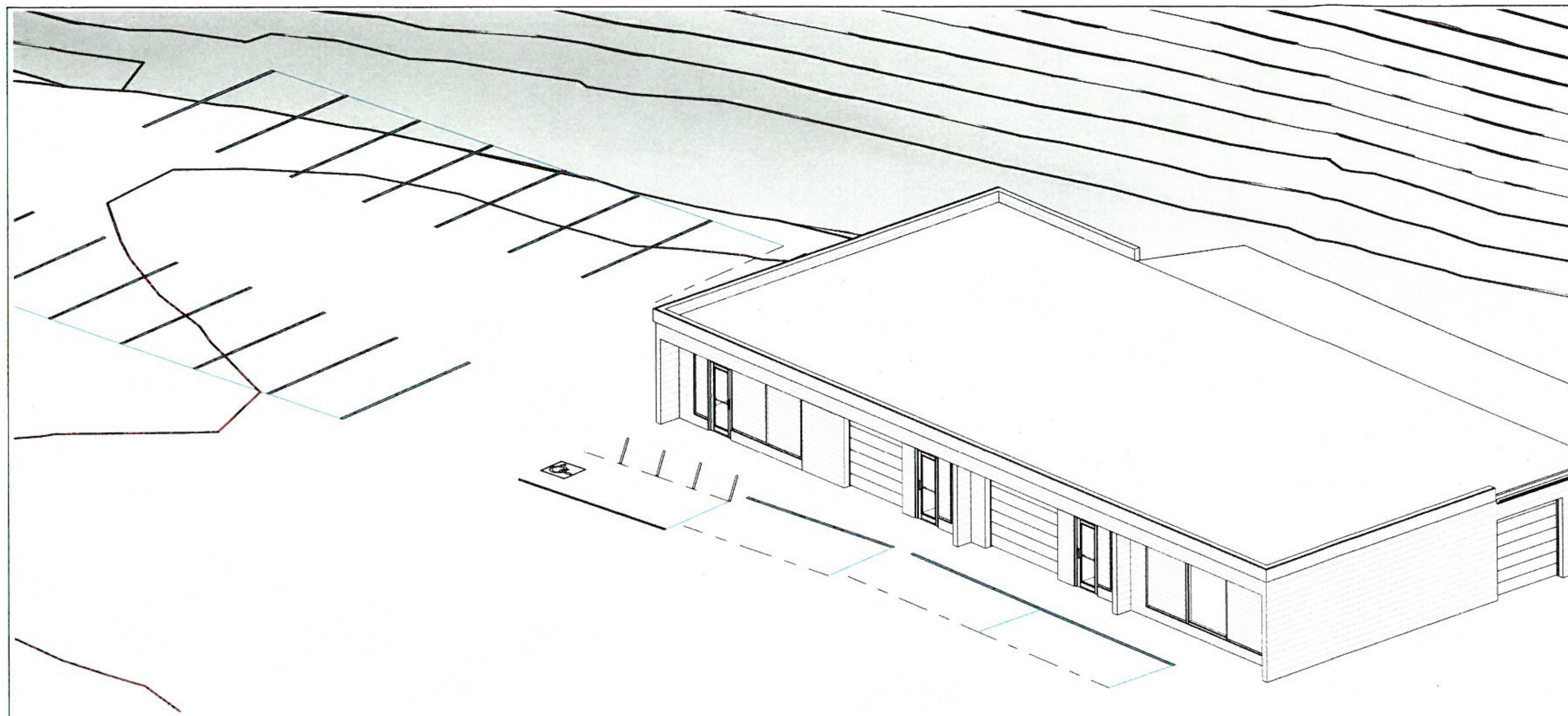
Value Summary

Sale Date	9/8/1994
Sale Source	
* Sale Amount	0
Sale Conversion	0
Market Improvement Value	$75900
Market Land Value	$48410
Market Total Value	$124310

Parcel Data

Property Appraisal

Deed No	0
Front Footage	0
Deeded Acres	0.51
Number of Parcel	1
INSTTY Code	WE



SHEET LIST

Number	Sheet Name
A0	TITLE GENERAL INFO
A1	SITE PLAN EXISTING
A2	ZONING BOUNDARIES
A3	PROPOSED SITE PLAN
A4	EXISTING BUILDING PLAN
A5	BUILDING ELEVATIONS

STATE OF OHIO
RAFFI TOMASSIAN
1516558
REGISTERED ARCHITECTS

RAFFI TOMASSIAN, LICENSE #1516558
EXPIRATION DATE 12/31/2019

PROJECT DATA

1. PROPERTY ADDRESS: **2529 COMPTON RD.**
CINCINNATI, OH 45231

PARCEL ID: 510-0062-0180-00
LOT AREA: 0.68 ACRES

2. PROPERTY ADDRESS: **2507 COMPTON RD.**
CINCINNATI, OH 45231

PARCEL ID: 510-0062-0004-00
LOT AREA: 0.73 ACRES

ZONING JURISDICTION: COLERAIN TOWNSHIP
CURRENT ZONING: B-1
ZONING APPLIED FOR: B-2

RECEIVED
JUL 0 8 2019
COLERAIN ZONING

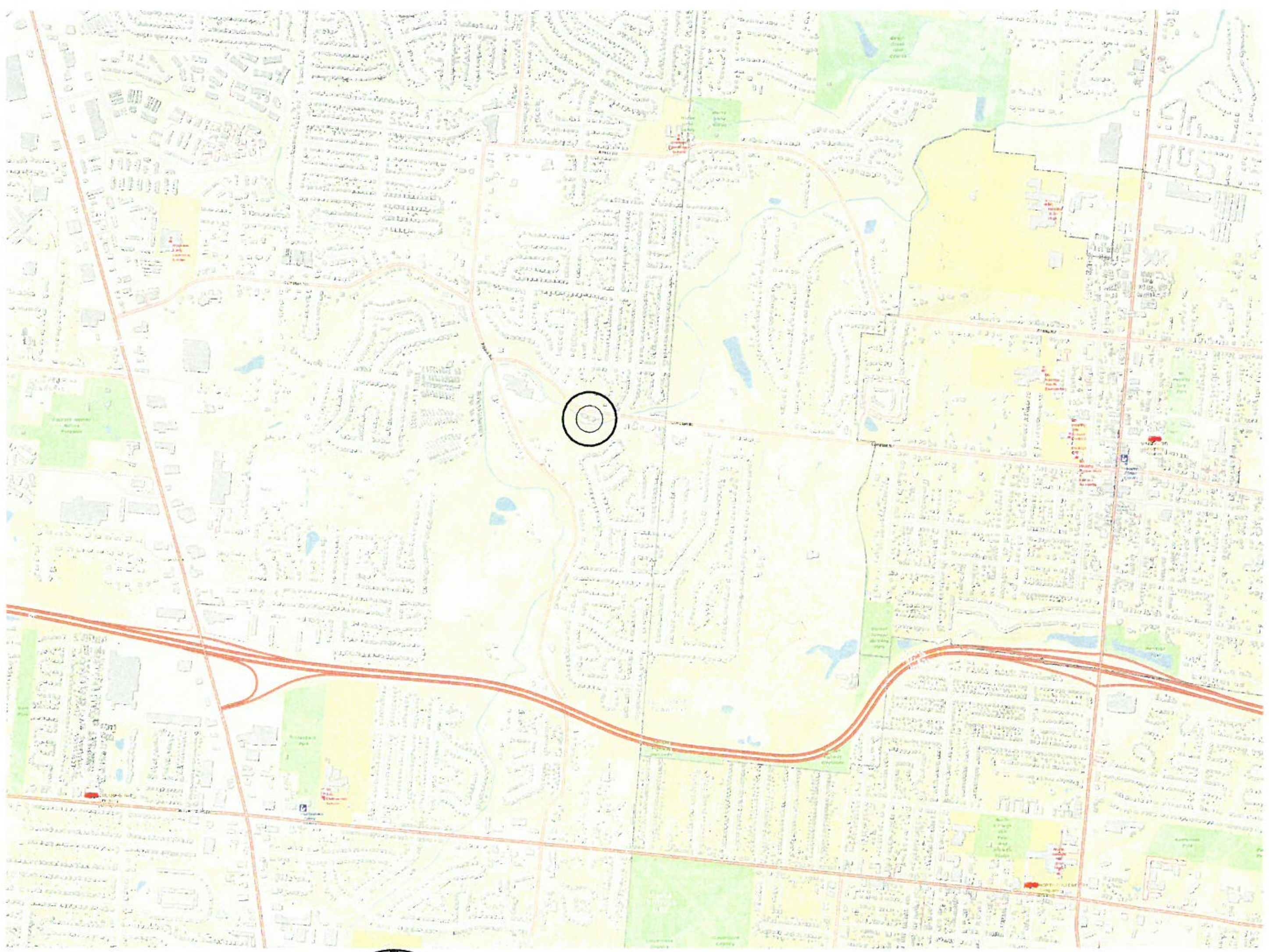
B-2 ZONE DEVELOPMENT STANDARDS

- MAX. BUILDING SIZE: NONE
- LOT WIDTH: 75 FEET
- MIN. FRONT YARD DEPTH: 50 FEET
- SIDE YARD MIN./TOTAL: 0 FEET (ABUTTING B-1 ZONING DISTRICT)
- MIN. REAR YARD DEPTH: 35 FEET (EQUAL TO ABUTTING RESIDENTIAL ZONING DISTRICT R-6)
- MAX. BUILDING HEIGHT: 45FEET

BUILDING FLOOR AREA = 4,096 SF
NOTE: THE EXISTING BUILDING IS AN EXISTING NON-CONFORMING STRUCTURE

PROJECT DESCRIPTION:

THE APPLICANT OWNS TWO NEIGHBORING PARCELS. ONE OF THOSE HAS AN EXISTING BUILDING. THE SECOND ONE IS UNDEVELOPED. PRIOR TO THE PROPERTY SALE THE BUILDING WAS USED AS A RETAIL STORE. THE NEW OWNER WOULD LIKE TO REMODEL IT AS AN AUTOMOTOVE SERVICE AND SALES SHOP.



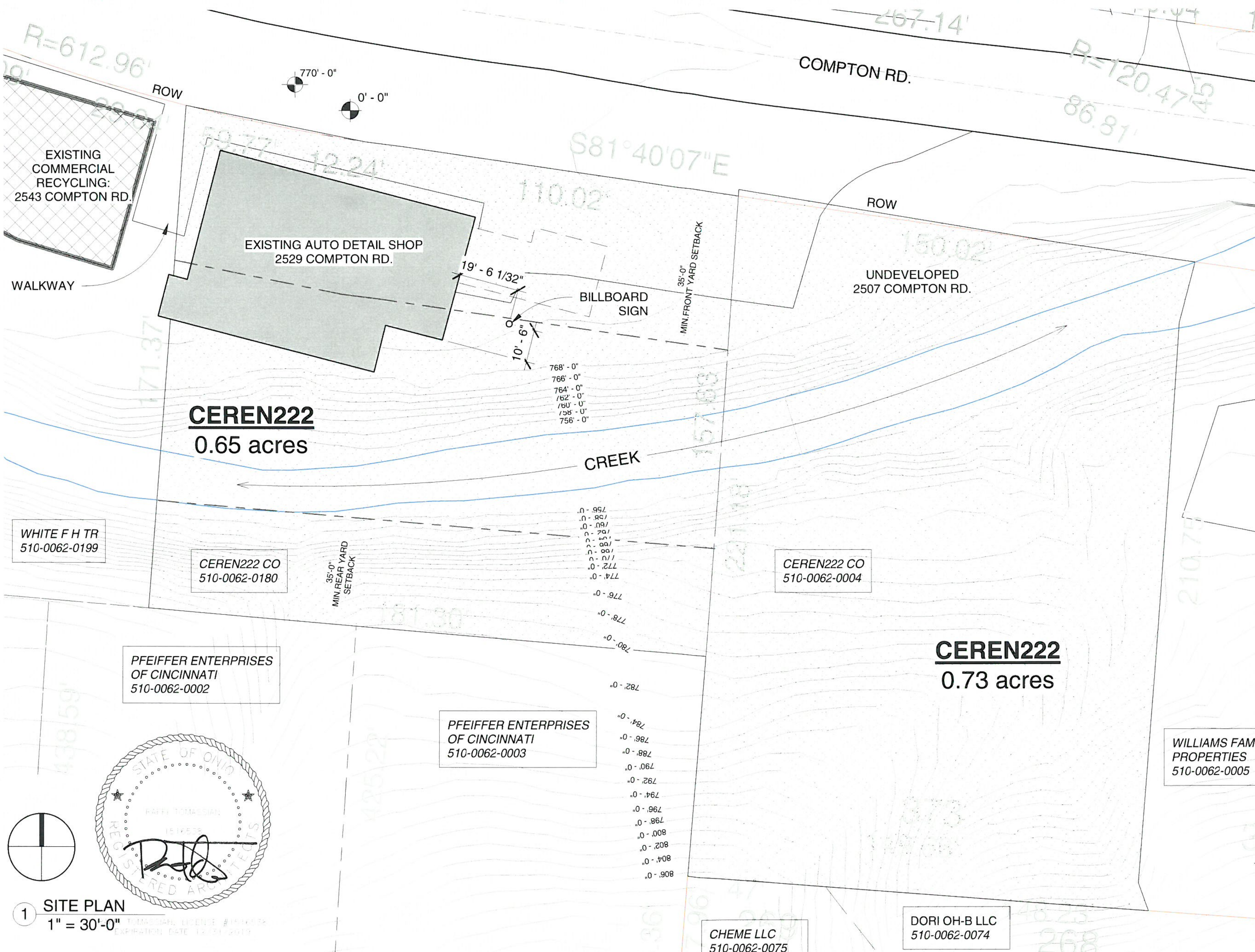
VICINITY MAP

Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

REZONING APPLICATION
2507-25 9 COMPTON RD.,
CINCIN 'ATI, OH 45231

REVISIONS:

PROJECT NO.: 2019-07
ISSUED BY: Author
ISSUE DATE: 7/5/19
SHEET TITLE: TITLE GENERAL INFO
SHEET NUMBER: A0



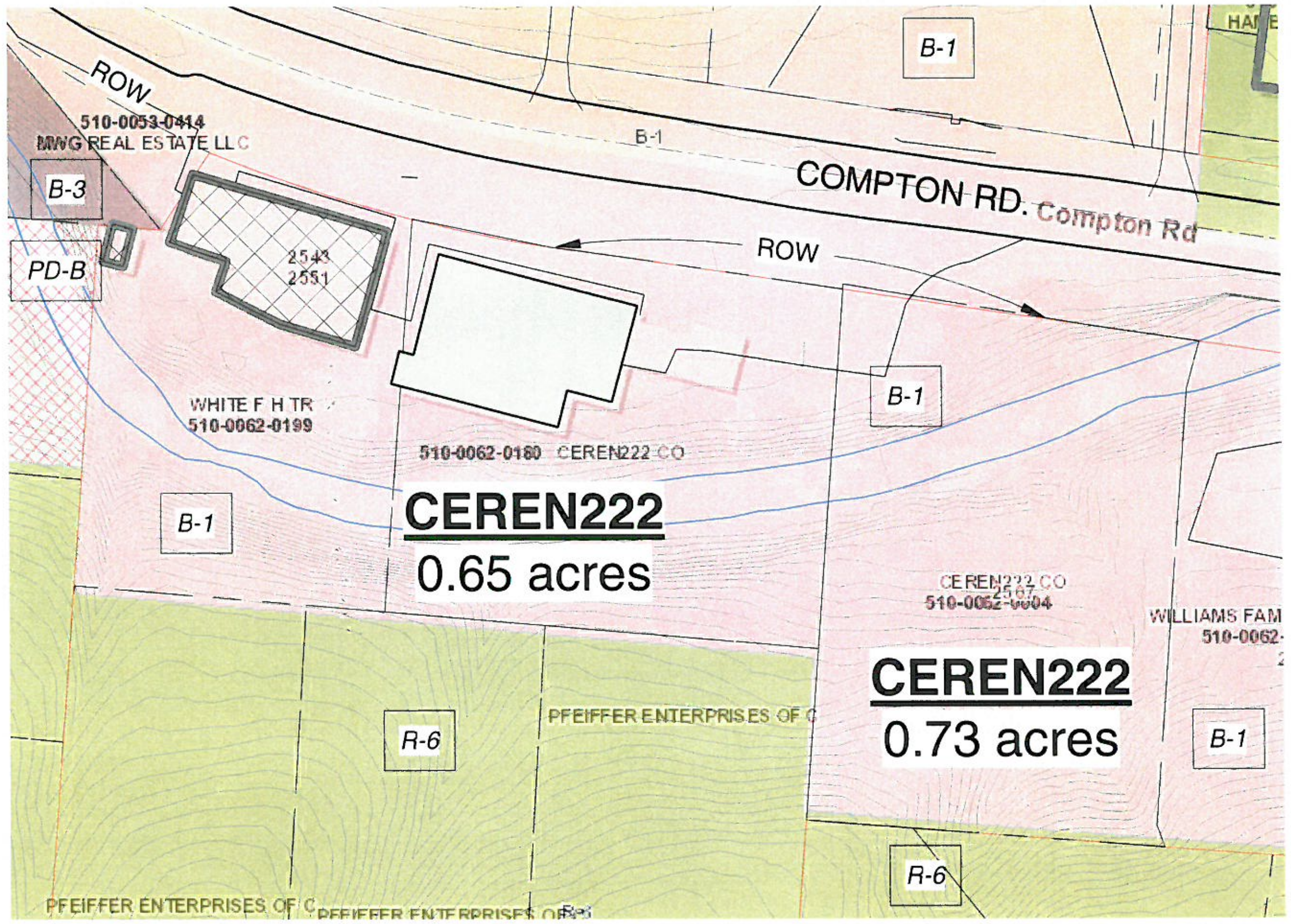
1 SITE PLAN
1" = 30'-0"

Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

REZONING APPLICATION
2507-2529 COMPTON RD., CINCINNATI, OH 45231

REVISIONS:

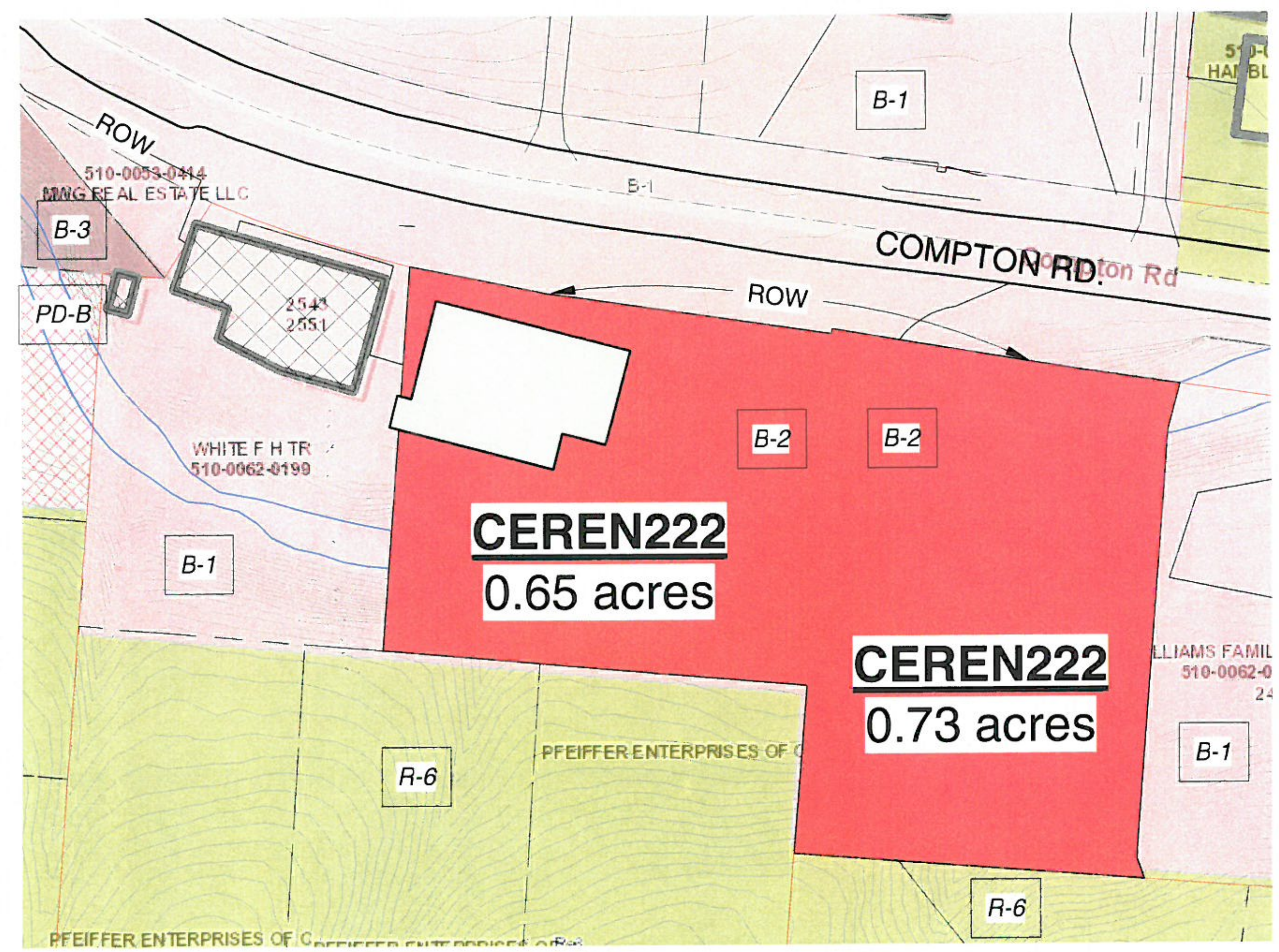
PROJECT NO. 2019-07
ISSUED BY: Author
ISSUE DATE: 7/5/19
SHEET TITLE: SITE PLAN EXISTING
SHEET NUMBER: A1



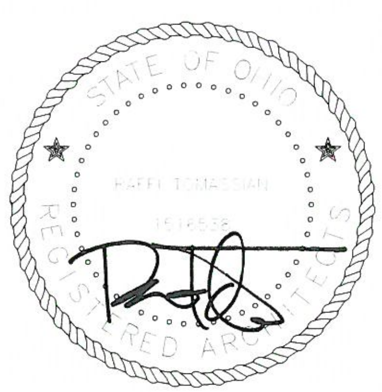
1 EXISTING ZONING MAP
1" = 80'-0"

ZONING DESIGNATIONS

B-1	PD-R*
B-2	R-2
B-3	R-3
I-1	R-4
O-1	R-5
PD-B	R-6
PD-I	R-7
PD-R	RF
	SWD



2 PROPOSED ZONING MAP
1" = 80'-0"



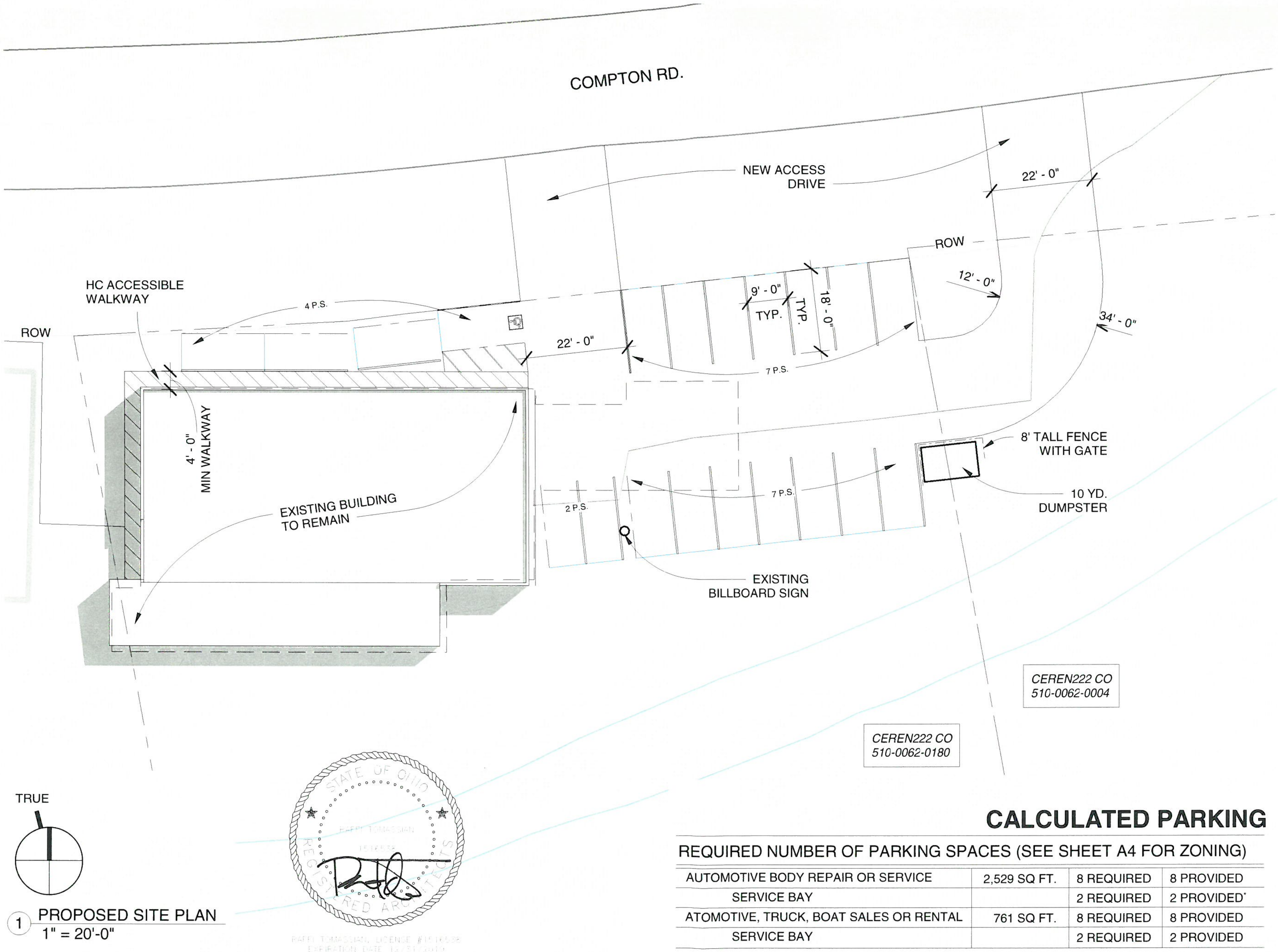
RAFFI TOMASSIAN, LICENCE #1516538
EXPIRATION DATE 12/31/2019

Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

REZON NG APPLICATION
2507-25 9 COMPTON RD.,
CINCIN IATI, OH 45231

REVISIONS:

PROJECT NO. 2019-07
ISSUED BY: Author
ISSUE DATE: 7/5/19
SHEET TITLE: ZONING BOUNDARIES
SHEET NUMBER: A2



1 PROPOSED SITE PLAN
1" = 20'-0"

CALCULATED PARKING

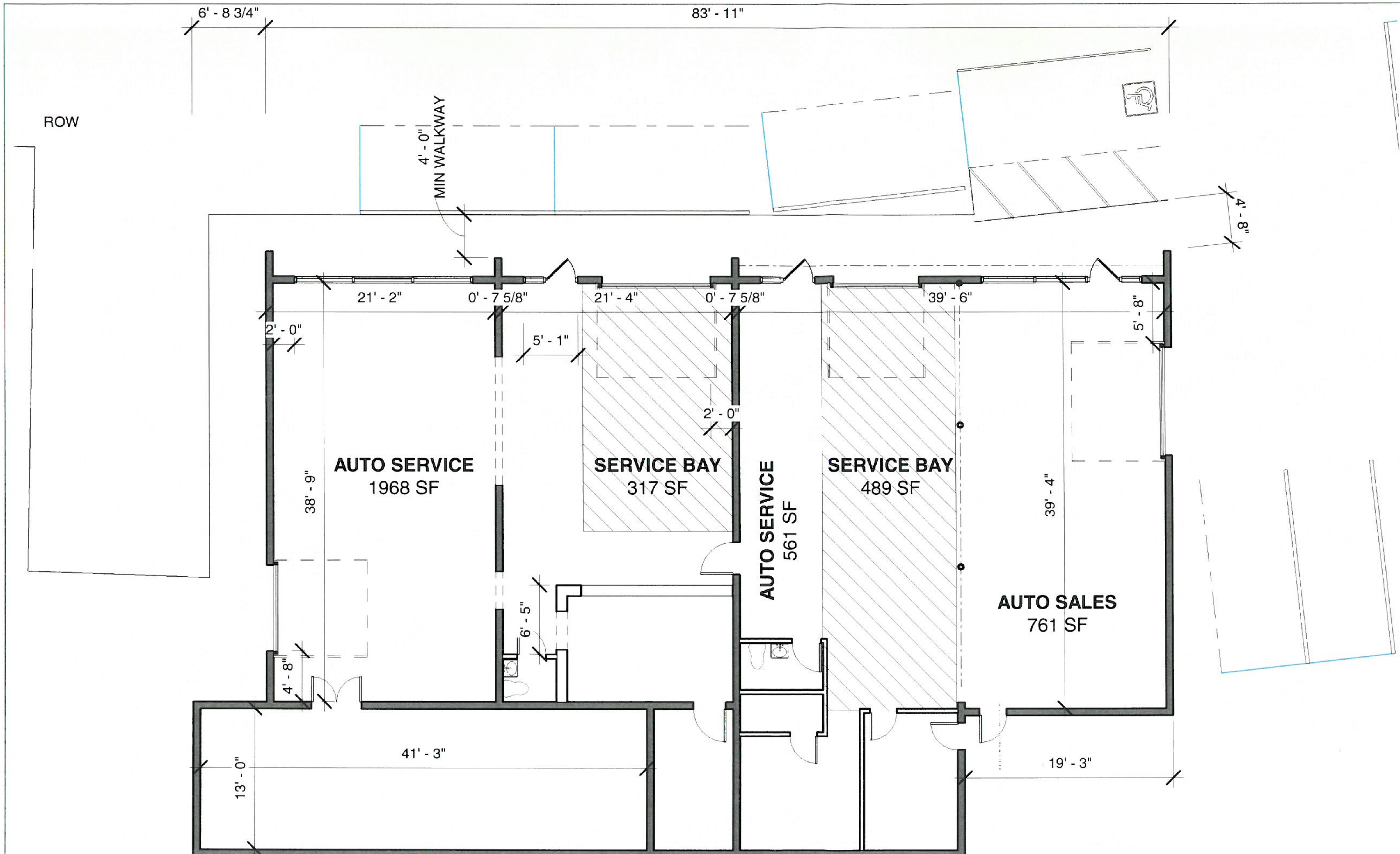
REQUIRED NUMBER OF PARKING SPACES (SEE SHEET A4 FOR ZONING)			
AUTOMOTIVE BODY REPAIR OR SERVICE	2,529 SQ FT.	8 REQUIRED	8 PROVIDED
SERVICE BAY		2 REQUIRED	2 PROVIDED'
ATOMOTIVE, TRUCK, BOAT SALES OR RENTAL	761 SQ FT.	8 REQUIRED	8 PROVIDED
SERVICE BAY		2 REQUIRED	2 PROVIDED

Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

REZONING APPLICATION
2507-2519 COMPTON RD., CINCINNATI, OH 45231

REVISIONS:

PROJECT NO. 2019-07
ISSUED BY: Author
ISSUE DATE: 7/5/19
SHEET
PROPOSED SITE PLAN
SHEET NUMBER:
A3



TRUE

1 EXISTING FLOOR PLAN
1" = 10'-0"

ZONING DATA

*ZONING JURISDICTION: **COLERAIN TWP***

REQUIRED NUMBER OF PARKING SPACES (TABLE 13-1)

BUSINESS USES

AUTOMOTIVE BODY REPAIR OR SERVICE	3 SPACES PER 1,000 SQ.FT. OF FLOOR AREA, EXCLUDING SERVICES BAYS, PLUS 2 SPACES PER SERVICE BAY
ATOMOTIVE, TRUCK, BOAT SALES OR RENTAL	10 SPACES PER 1,000 SQ.FT. OF FLOOR AREA, PLUS 2 SPACES PER SERVICE BAY

(FOR BOTH USES: SERVICE BAY MAY NOT BE COUNTED AS A PARKING SPACE)

STATE OF OHIO
RAFFI TOMASSIAN
REGISTERED ARCHITECTS

Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

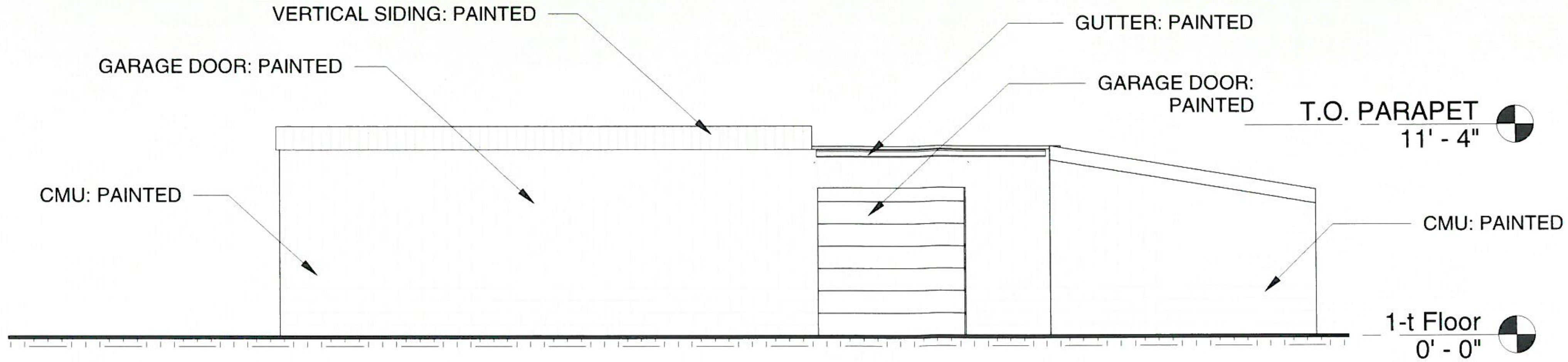
REZONING APPLICATION
2507-2521 COMPTON RD., CINCINNATI, OH 45231

REVISIONS:

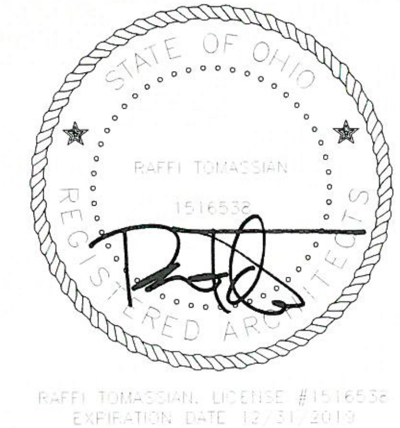
PROJECT NO. 2019-07
ISSUED BY: Author
ISSUE DATE: 7/5/19

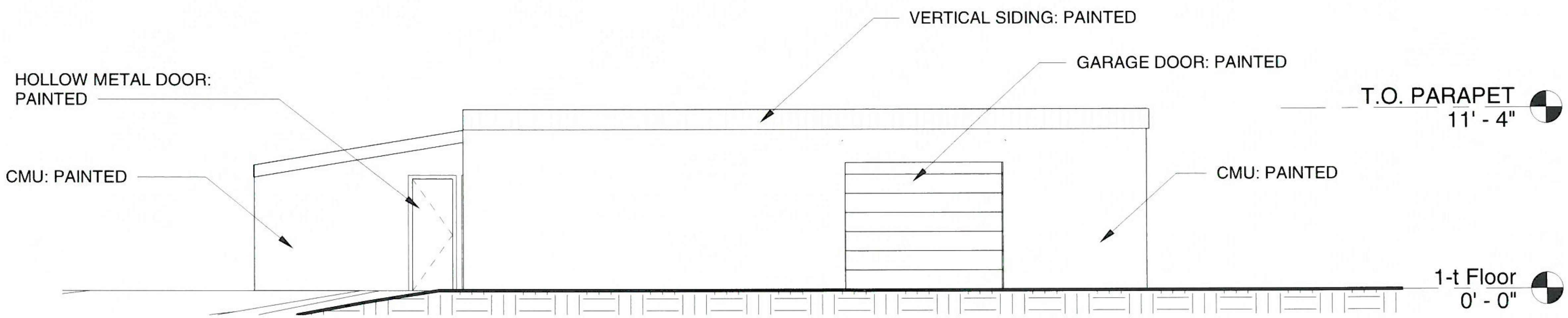
SHEET
EXISTING BUILDING PLAN

SHEET NUMBER:
A4

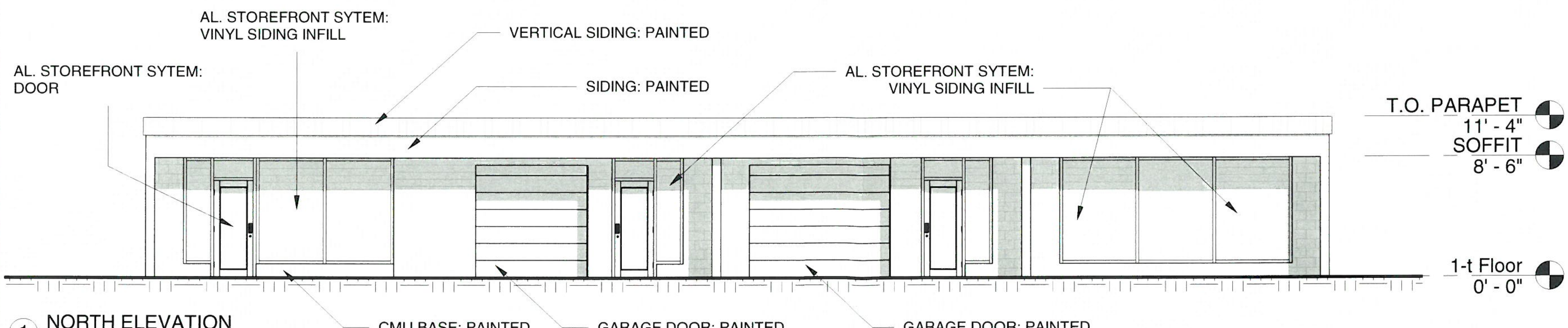


3 WEST ELEVATION
1/8" = 1'-0"





2 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

Raffi Tomassian
design studio
356 Howell Ave.
Cincinnati, Ohio
45220
513.885.8027

REZONING APPLICATION

2507-2529 COMPTON RD., CINCINNATI, OH 45231

REVISIONS:

PROJECT NO. 2019-07
ISSUED BY: Author
ISSUE DATE: 7/5/19

SHEET
BUILDING ELEVATIONS

SHEET NUMBER:
A5

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 24th day of September, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

Mr. ____________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. __________

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

Address	Book-Page-Parcel No.
11578 COLERAIN	510-0270-0026-00
9601 DUNRAVEN	510-0041-0232-00
8265 GEORGIANNA	510-0090-0079-00
7135 HUNTERS RIDGE	510-0440-0348-00
7163 HUNTERS RIDGE	510-0440-0351-00
7171 HUNTERS RIDGE	510-0440-0352-00
7179 HUNTERS RIDGE	510-0440-0353-00
7187 HUNTERS RIDGE	510-0440-0354-00
7188 HUNTERS RIDGE	510-0440-0383-00
7211 HUNTERS RIDGE	510-0440-0357-00
2509 IMPALA	510-0032-0180-00
2516 IMPALA	510-0032-0178-00
9499 MAPLEKNOLL	510-0191-0086-00
6691 MEMORY	510-0074-0247-00
6714 NEWBRIDGE	510-0081-0137-00
2655 NIAGARA	510-0051-0271-00
2715 NIAGARA	510-0052-0032-00
3108 NIAGARA	510-0052-0441-00
3135 NIAGARA	510-0052-0394-00
9109 PIPPIN	510-0054-0203-00
10145 PIPPIN	510-0043-0178-00
8812 PLANET	510-0062-0063-00
9501 RIDGEMOOR	510-0051-0379-00
8236 SANDY	510-0090-0092-00
8237 SANDY	510-0090-0108-00
9936 VOYAGER	510-0183-0222-00
3037 WHEATFIELD	510-0041-0119-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the Township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87; and

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87; and

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

5. That this Resolution shall be effective at the earliest date allowed by law.

Mr.______________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Insco________, Mr. Rajagopal________, Mr. Unger________

ADOPTED this 24th day of September, 2019.

BOARD OF TRUSTEES:

____
Greg Insco, Trustee

____
Raj Rajagopal, Trustee

____
Dan Unger, Trustee

ATTEST:

____
Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Lawrence E. Barbiere (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 24th day of September, 2019.

____
Heather E. Harlow
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Mike Ionna, Director - Planning and Zoning

Resolution for the Demolition of Property at 6700 Schuster Court

Recommend adoption of a Resolution for the Demolition of Property at 6700 Schuster.

Rationale:

The subject property burned on August 14, 2018 and has been found to be vacant, unsafe and insecure.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **<u>6:00</u>** p.m., on the 24th day of September, 2019, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

Mr. ______________________ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _________-19

<u>RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 6700 SCHUSTER COURT</u>

WHEREAS, the property at 6700 Schuster Court, in Colerain Township, (parcel no.: 510-0074-0350-00) was condemned and found to be unsafe, substandard and a nuisance by Hamilton County Health Department; and

WHEREAS, the Colerain Township Fire Department found the property to be structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated September 19, 2019 a copy of which is attached as Exhibit A; and

WHEREAS, the conditions on this property are an attractive nuisance and are negatively impacting adjacent properties; and

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. The Board specifically finds and hereby determines that the conditions found at 6700 Schuster Court constitute an unsafe and insecure environment within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable and negatively impacting adjacent properties, and the Board directs that notice of this action be given to the owners of the said property and lienholders in the manner required by Ohio Revised Code §505.86; and

2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the house thereon within 30 days after notice of this order is given to the owners and lienholders of record. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after notice is given, the Zoning Inspector shall cause the building to be demolished, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the

said parcel, as provided in Ohio Revised Code §505.86.

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

Mr. ___________________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Insco________, Mr. Rajagopal________, Mr. Unger________.

ADOPTED this ___ day of September, 2019.

BOARD OF TRUSTEES:

____
Greg Insco, Trustee

____
Raj Rajagopal, Trustee

____
Dan Unger, Trustee

ATTEST:

____
Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

____
Lawrence E. Barbiere (0027106)
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of September, 2019.

____

Heather E. Harlow,
Colerain Township Fiscal Officer

Department of Fire & EMS • 4160 Springdale Road • Colerain Township, Ohio 45251
Frank W. Cook, Chief of Department
www.colerain.org
Phone (513) 825-6143 • Fax (513) 245-6163

To: Geoff Milz

CC: Chief Frank Cook

From: Captain Walsh

Re: 6700 Schuster Ct.

Date: 9/19/2019

On September 19, 2019, a site survey/inspection was conducted on the property/structure located at 6700 Schuster Ct. to evaluate the property/structure for unsafe conditions.

The structure listed with photo has become a nuisance, unsafe and a great risk to the neighborhood. The structure is uninhabitable in its current condition and is structurally deteriorating.

In accordance with ORC Section 505.86(B), *Removal, repair or securance of insecure, unsafe buildings or structures* the Colerain Township Fire Department is declaring this property/structure as unsafe.

Certified Mail #7019 0160 0000 7517 5076
Receipt Requested

Notice of Violation
Notice of Condemnation

HAMILTON PUBLIC H

Timothy Ingram, *Health Commissioner*
250 William Howard Taft Road
Cincinnati, OH 45219
Phone: 513.946.7800 Fax: 513.946.7890
hcph.org

July 3, 2019

Gerald Meyer
6700 Schuster Court
Cincinnati, OH 45239

Re: 6700 Schuster Court Colerain Township Housing/Nuisance Complaint #49707

Mr. Meyer:

In response to a complaint received by Hamilton County Public Health on July 1, 2019 concerning the above referenced property located in Colerain Township, Ohio**,** 45239, this letter details observations and existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

<u>Observations</u>

On July 2, 2019, an inspection was performed at the property listed above. During the inspection, I observed a burnt-out home that was in poor condition. I also observed a significant number of cat food tins stored on the ground on the side of the house with stray/feral cats being actively fed. I observed an old car being used to harbor cats. The following photos were taken during the inspection:

Burnt-out home, active feral cat-feeding occurring still on property – EK – 7/2/19

Cat food tins/garbage stored improperly on property – EK – 7/2/19

Car being used for feral cat harborage – EK – 7/2/19

<u>Violations</u>

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders."

You are currently in violation of the following sections of **Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:**

Section 4.8: "Every dwelling unit shall have adequate garbage disposal facilities, type and location of which are acceptable to the Health Commissioner and shall be disposed of in a manner acceptable to the Health Commissioner."
Section 4.15: "Exterior property areas and accessory structures shall be free from health, fire,

and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance."

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

PURSUANT TO ORC 3707.99 THIS/THESE VIOLATION(S) CONSTITUTE A MINOR MISDEMEANOR ON THE FIRST OFFENSE AND A MISDEMEANOR OF THE FOURTH DEGREE ON EACH SUBSEQUENT OFFENSE, IF YOU ARE FOUND GUILTY OF THE ORIGINAL MINOR MISDEMEANOR.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.

(a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
(b) One that lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
(c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. **You shall**:

- Clean/remove/dispose of cat food tins from the property.
- Close-up or remove the car from the property so it does not pose a cat harborage concern.
- Cease feeding feral cats on the property.

Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

The above actions must be corrected by Sunday August 4, 2019. A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted after **Monday August 5, 2019,** to ensure provisions have been made to remedy the situation. In addition, continued surveillance of the property may be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7835 or eric.kepf@hamilton-co.org.

Sincerely,

Eric Kepf R.S.
Sanitarian II
Environmental Health Division

cc: Jeremy Hessel, Environmental Health Director
Scott Puthoff, Environmental Health Supervisor
Chris Cavallaro, Colerain Township Zoning

Hamilton County General Health District

NUISANCE COMPLAINT REPORT

Complaintant Information

Report No	Referral	Date Rcvd	Mode	Taken By
49707	Citizen	7/1/2019	Phone	cnoble

Name Alvin Costner

Address 6721 Schuster Ct cincinnati OH

Phone No (513) 344-4411

Complaintant Location

Address 6700 SCHUSTER CT

Phone No **Class** Cats **Political SubDivision** COLETP

Description Home is burned out and it is harboring a large number of cats, causing a flea problem. Also, kids are going inside and is concerned for safety. Address may be 6711 Schuster CT instead. CN

Date Assigned 7/2/2019

Inspector Assigned Eric Kepf

Owner Information

Name Mr.

Address 6700 Schuster Court Cincinnati OH 45239

Phone No

Occupant Information

Name

Phone No

Investigation Information

First Investigated	Validity	Disposition Date	Dispostion
7/2/2019	Confirmed	7/10/2019	Condemned

Findings

7/2/19 - EK - Inspection perform. Home was burnt out - JH indicated we could condemn the home. Several cat food tins observed on the exterior of the home. There was fresh food placed down on the ground in bowls indicating that someone was feeding feral cats. There was an open car with bedding inside which appeared to be used to harbor feral cats. Spoke with CC of CTZ previously about the home who indicated that he believed the property owner was deceased and they were having trouble with enforcement/tear down due to there being a lack of owner. Left a RDT on the car asking a whoever was feeding the cats to stop and clean up the cat food tins.

7/3/19 - EK - NOV+C drafted and sent to listed owner, cc'd CC of CTZ and indicated the home was condemned and would be posted on 7/8.

EK - Tried to call complainant but there was no answer and no ability to leave a voicemail.

7/10/19 - EK - Home posted as condemned with an additional copy of the NOV posted by the cat food which was still being left out as of today.

8/5/19 - EK - Reinspection performed. No change to conditions on property

8/7/19 - EK - Certified mail NOV returned as unclaimed.

Violations ***Follow Up Inspections***

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Execution of a Collective Bargaining Agreement with AFSCME

Recommend approval of a motion to authorize the execution of a Collective Bargaining Agreement with AFSCME.

Rationale:

Colerain Township Administration has negotiated the attached Collective Bargaining Agreement with the AFSCME Union which represents employees in our Public Services Department.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COLERAIN TOWNSHIP BOARD OF TRUSTEES

AND

AFSCME OHIO COUNCIL 8, AFL-CIO,

LOCAL 3553

COLERAIN TOWNSHIP PARKS, PUBLIC WORKS AND SERVICE EMPLOYEES

JANUARY 1, 2020 – DECEMBER 31, 2022

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ARTICLE 1
RECOGNITION

SECTION 1. Colerain Township Trustees recognize the American Federation of State, County and Municipal Employees, Ohio Council 8, and the American Federation of State, County and Municipal Employees, Local 3553 as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all employees of the Public Works Department including Custodian, Maintenance Worker 1 and 2, Equipment Operator, Mechanic, Foreman, Supervisor Foreman (not a Supervisor as defined in the Act), and Bus Driver (Transportation Driver), excluding all Clerical employees and all Management level employees and supervisors and casual and seasonal employees as defined in the Act.

SECTION 2. Whenever the word (Employee) is used in this contract, it shall be deemed to mean the employees in the bargaining unit covered by this contract, as defined in Section 1 of this Article.

SECTION 3. Seasonal employees are defined as employees working 210 days or less and less than 1500 hours within a calendar year. Permanent Part-Time employees work less than 1500 hours within a calendar year.

ARTICLE 2
PURPOSE

The purpose of this Agreement is to set forth the terms and conditions of employment negotiated by the parties during negotiations and to establish a peaceful procedure for the resolution of differences between the parties concerning this Agreement.

ARTICLE 3
COPIES OF AGREEMENT

A copy of the Agreement will be posted in the workplace.

ARTICLE 4
INTEGRITY OF AGREEMENT

The Union and the Township acknowledge that during the negotiations which preceded this agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the Union and the Township after the exercise of such opportunity are set forth in this agreement. All other areas or matters are not a part of this agreement. Therefore, unless a written provision of this agreement specifically requires otherwise, the Union and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time covered by this agreement to negotiated with the other with respect to any subject or matter raised in said negotiations but not covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date of this Agreement was executed.

This Agreement is the entire agreement between the Union and the Township. It may be modified or amended during its term only as the result of the mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Union and the Township.

The Union and the Township further agree that the presentation, negotiation, or withdrawal of any proposal for change to the Collective Bargaining Agreement made during negotiations for this successor agreement shall be without prejudice and shall not be used as evidence as to the meaning of any provision of this successor agreement which is unchanged in these negotiations by either party.

The parties will reopen, upon the request of either party, to bargain concerning any changes in Federal or State law which affect terms and conditions of employment of the Bargaining Unit.

ARTICLE 5
MANAGEMENT RIGHTS

The parties agree that the management rights set forth in Section 4117.08 of the Ohio Revised Code are incorporated into this Agreement by reference.

Except as specifically relinquished herein, the Union recognizes the Township's right to manage its affairs and the Township retains and reserves unto itself, all rights which ordinarily vest in and are exercised by employers, except where limited by Federal or State law, without limitation, including all powers, rights, authority, duties and responsibilities conferred vest upon including but without limiting the generality of the foregoing.

SECTION 1. The right to manage its affairs efficiently and economically, including:

> the right to determine the quantity, quality, frequency, provider, and type of services to be rendered to the public; including the addition or discontinuance of any services;
>
> to determine, purchase and control the types and numbers of materials, machines, tools and equipment to be used; to select the location and type of its facilities; to carry out cost control and general improvement programs.

SECTION 2. The right to manage its personnel matters including: Hiring and setting the starting rate of pay for new employees, establish wage rates for any new or changed classification, to select and to determine and change the work schedules of employees as necessary;

> to establish, change, combine or discontinue job classifications, prescribe and assign job duties, content and classification;
>
> to establish training programs and upgrading requirements for employees within the department;
>
> to adopt, revise and enforce reasonable working rules necessary for the maintenance of discipline; to layoff, terminate, suspend or otherwise relieve employees from duty for lack of work or other valid reasons.

SECTION 3. The right to manage its operations, including:

To establish or continue policies, practices or procedures necessary to continue services to the citizens of Colerain Township.

To determine the amount of supervision that is necessary, to determine the number and types of employees required to perform tasks and to assign work to such employees in accordance with requirements determined by management.

SECTION 4. Nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 6
NO STRIKE/NO LOCKOUT

The Union agrees that there shall be no work interruptions, nor shall there be any slow-down or other interference with services, for the duration of the contract.

Management agrees that there shall be no lock-out of Union employees for the duration of this Contract.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a dispute or complaint arising between the Union or employee and employer who are parties to this contract concerning the interpretation, application, or any breach of the terms of the Agreement, including any disciplinary action.

SECTION 2. All grievances must be in writing and must contain the following information to be considered.

A. The grievant's name and signature.
B. The grievant's classification and department.
C. The date the grievance was filed.
D. The grievant's supervisor's name.
E. As much information as possible concerning the grievance.
F. The specific provision(s) of the contract alleged to have been violated, and:
G. The remedy sought to resolve the grievance.

SECTION 3. It is understood that at any level of the Grievance Procedure that Management and **the** Union are entitled to an equal number of representatives**.**

SECTION 4. Grievances shall be processed in the following manner:

STEP 1. When the Union, an employee or group of employees feels they have a grievance, he or they and the Steward shall present the grievance in writing to his supervisor that is outside the bargaining unit within ten (10) calendar days of the date on which the grievance arose or within ten (10) calendar days of the date the employee knew or should have known of the grievable facts. The supervisor shall render a written decision within seven (7) calendar days from the date that the grievance was submitted, and shall notify the employee and his representative of the decision at the same time.

STEP 2. If the grievance is not resolved in Step 1, the employee and his representative shall submit the grievance in writing on a Union Grievance form to the Department Head within seven (7) calendar days of the supervisor's decision. The Department Head shall render a written decision within seven (7) calendar days from the date of the receipt of the grievance.

STEP 3. If the grievance is not resolved in Step 2, the employee and his representative, within seven (7) calendar days from receipt of the Department Head's response, may appeal the decision by filing written notice of the fact with the Township Administrator or his designee, requesting a hearing. The Administrator or his designee shall conduct a hearing within fourteen (14) calendar days of the receipt of the written notice of appeal, and shall render a written decision within seven (7) calendar days after the hearing, and notify the employee and his representative of said decision at the same time. If there is no Township Administrator or his designee at the time of this step appeal, then Step 3 shall be skipped in the grievance process.

STEP 4. Mediation.

If the grievance is not resolved in Step 3, the employee and his representative, within seven (7) calendar days from receipt of the Township Administrator's response or Department Head's response if Step 3 is skipped, may appeal the decision, at no cost to the Employer or the Union, to the Federal Mediation and Conciliation Service (FMCS) for Mediation.

STEP 5. Arbitration

If the grievance is not resolved in Step 4**,** the Union may within twenty-five (25) calendar days after the receipt of the decision of the Township Administrator submit the grievance by written notice to the Colerain Administrator or Designee for Arbitration. In the event the Union should fail to serve written notice within twenty-five (25) calendar days, the grievance shall be considered dropped.

The arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method, with the Union striking the first name, the Employer striking the second, and the process continuing until one person remains. That person shall be the arbitrator. The parties shall notify the arbitrator selected by joint letter. The arbitrator shall set a date and time for hearing.

The Township and the Union agree to the following policies and procedures for the arbitration of grievances.

A. The arbitration hearing must be held within 180 calendar days of the original posting to arbitration, or the grievance shall be deemed to be resolved. Delay beyond 180 calendar days caused by the chosen arbitrator will not be grounds for waiver.

B. The fees and expenses of the Arbitrator shall be borne equally (50%) by the Township and the Union.

C. All decisions of the Arbitrator and all pre-arbitration grievance settlements reached by the Union and the Township shall be final, conclusive, and binding on the Township, the Union, and the Employee(s).

D. The aggrieved employee(s), his steward, and the Local President and any witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.

E. In the event a grievance goes to arbitration, the Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation, violations and the applications of the provisions of this agreement.

F. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed by the parties).

SECTION 6.

A. If the Employer fails to answer a grievance in a timely manner, it shall be deemed a settlement on the relief requested.

B. Any step in the Grievances Procedures outlined above may be skipped on any grievance by written mutual consent.

C. By written mutual agreement of the parties, the time limits as set forth in the Grievance Procedure may be extended.

D. Grievances may be initiated, within the prescribed time limits of Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred.

E. A grievance may be withdrawn by the Union or by the employee during any step of the Grievance Procedure, and the withdrawal shall not preclude the filing of a similar grievance in the future based on a new occurrence.

F. If an employee or his representative fails to comply with the procedure or time limits set herein, the grievance shall be considered withdrawn, and thereafter such grievance shall not be presented for consideration or be made the basis for any action under this Agreement or otherwise.

G. In the event that a grievance is modified or amended after Step 2 of the Grievance Procedure, it will be remanded to Step 2. The Employer shall retain the right to contest the timeliness of any amendment or modification which does not arise from the facts or incident from which the original grievance arose.

ARTICLE 8
PROBATIONARY EMPLOYEES

SECTION 1. New or re-hired employees shall be considered probationary for a period not to exceed three hundred and sixty five (365) calendar days (12 months). Promoted employees shall be considered probationary for a period of three hundred and sixty five (365) calendar days (12 months). If a promoted employee fails to successfully complete his/her probationary period, he/she will be reinstated to their former position. Any employee who was promoted as a result of the unsuccessful employee's promotion will be returned to their former position.

Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for full-time work.

The Employer will provide a list of new hires or re-hires to the Union within 30 days of hiring or re-hiring.

SECTION 2. During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

SECTION 3. Probationary employees will be required to contribute a Fair Share Fee as provided in Article 40 of this agreement after ninety (90) calendar days (3 months) of their probation.

ARTICLE 9
NO DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, religion or political affiliation. The employees shall share equally with the Employer the responsibility of enforcing this provision.

SECTION 2. Whenever the male gender is used in this agreement, it shall be construed to include male and female.

SECTION 3. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by an employee. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

The Union or its members shall not discriminate against an employee because of his or her decision to join or not to join the Union.

Further, the Employer agrees not to discriminate against any employee because of that employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

ARTICLE 10
PERFORMANCE EVALUATION

SECTION 1. Employees shall receive a written evaluation of their job performance annually within thirty (30) days after January 1 of each year, for the life of this contract. The employee may review his/her evaluation with the Department Head and have the right to make written objections to be included in their personnel file.

SECTION 2. Employees not receiving their written performance evaluation within the thirty (30) days after January 1 of each year, will not be denied any promotions or salary step increase.

SECTION 3. Unsatisfactory performance evaluations shall be subject to the Grievance and Arbitration Procedure.

SECTION 4. An employee given an unsatisfactory evaluation (One upon which either promotion or salary increase denial is based) shall be re-evaluated at three (3) month (90 days) intervals for the purpose of appraising the employee of his or her progress toward correcting any deficiencies or shortfalls.

ARTICLE 11
SENIORITY

SECTION 1. Definition

a. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent, full-time employee in the service with the Public Works Department.

SECTION 2. Accrual

a. An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day, full-time, the employee reported to work.

b. Seniority shall accrue while an employee is in a non-paid status up to twelve (12) months during the period of an approved sick leave or military absence, or according to Federal law if a greater amount of time for military leave is required, provided that the employee returns to work immediately following the expiration of such leave of absence or sick leave.

SECTION 3. Loss of Seniority

Except as otherwise provided herein, an employee's seniority shall be lost and employment terminated when he or she:

a. terminates voluntarily.
b. is discharged for just cause.
c. exceeds an official authorized leave of absence.
d. is laid off for a period of more than two (2) years.
e. fails to notify the Employer of his or her intent to return to work on a recall from layoff, in accordance with the layoff provision of this agreement..
f. fails to report to work for a total of three (3) consecutive days, without notifying the Employer.

g. is absent from work in an unpaid status due to injury or illness for one (1) year as provided in paragraph 2.b of this Article.

SECTION 4. Within thirty (30) calendar days of the approval of this Agreement by the Board of Colerain Township Trustees and the Employees, the Employer shall provide the Local Union and post at each of the work facilities a seniority roster listing each employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union annually. The Union or the employee must notify the Department Head of any alleged error in the seniority roster within thirty (30) calendar days of the posting or such claim of error is waived.

ARTICLE 12
LAYOFF AND RECALL

SECTION 1. Grounds and Order of Layoff:

Employees may be laid off due to lack of funds or lack of work. When it becomes necessary to lay-off employees or abolish jobs (a job abolishment shall mean the permanent deletion of a position from the organization structure of the employer) because of lack of funds or lack of work, employees will be laid off in the following order:

a. Part-time employees.
b. Permanent employees.

During the term of this agreement, no current full-time employees as of the date of the signing of this contract will be laid off. The employer reserves the right not to fill positions of full-time employees whose employment is terminated for any reason during the term of this agreement.

SECTION 2. Order of Layoff Among Permanent Employees

Permanent Employees shall be laid off by classification in order of inverse department seniority, and inverse order of a current rating of employees determined on the basis of performance evaluations or other pertinent data pertaining to service in the class and in the department or other organizational unit involved in the layoff. If it is found that two or more persons in the organizational unit in which layoffs are to be made have equal ratings determined on the basis of performance evaluations or other pertinent data, the order of layoffs in all such cases of a tie, shall be in the inverse order of the date when an employee first entered service.

SECTION 3. Notice of Layoff

The Employer shall send the notice by certified or registered mail as soon as possible, but no less than seven calendar (7) days before the effective date of the action to the employee's last known address; or the Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action, to the employees last known address.

SECTION 4. Employees in layoff status will be given preference to fill vacant positions within the Township, if qualified. Every effort will be made to reassign employees to another position or department in lieu of layoff provided they qualify for the position. If reassigned in lieu of layoff, the employee will be compensated at the rate of pay called for in the new position. Seniority begins anew in the new position only if the position is in another department.

SECTION 5. Bumping Rights

Employee may displace (bump) the least senior employee in a lower classification in the same department provided that the employee has more seniority than the employee displaced. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior employees in their Department. This procedure shall continue successively until the last employee in the Department has been reached and, if necessary, laid off. Employees who exercised their bumping rights to claim a job in a lower classification series will be paid the usual rate of pay for that classification at the step level corresponding to his or her number of years of seniority within that Department.

SECTION 6. Re-assignment Following Reduction in Force

a. The parties agree that a reduction in the work force may result in the reassignment of employees to different job assignments within the Department.

b. In the event of a conflict with this provision, the provisions of Section 3 will prevail.

SECTION 7. Recall

An employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification series, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall, and notice of recall shall be sent to the employee by certified mail with a copy to the Union, or by hand delivery to the last available residence address if certified mail/return receipt is not received after ten (10) calendar days of mailing provided that the employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall.

The employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address.

SECTION 8. An employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment, including but not limited to whether the decision was, in fact, based on one of the grounds stated in Section 1. In any such arbitration proceeding, the Arbitrator’s jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments.

SECTION 9. Upon request, the Employer provide the Union with a list of bargaining unit employees by classification and date of appointment to that classification.

SECTION 10. Employees laid off pursuant to this Article shall be eligible for unemployment compensation.

SECTION 11. Employees on layoff status will be entitled to continuation of group health care benefits at the employee's expense in accordance with the provisions of current law.

ARTICLE 13
DISCIPLINE

SECTION 1. Employees may be disciplined for "just and proper cause." "Just cause" is defined by the seven standards of just cause (Appendix II).

SECTION 2. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner.

A. 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.

1. Verbal Admonishment (Notation to file).
2. Written warning with counseling (File entry).
3. Official Reprimand.
4. Suspension without pay.
5. Reduction in pay and position.
6. Removal or discharge from employment.

SECTION 3. Whenever the Employer or their designees 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;

A. 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 forty-eight (48) 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.

B. 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.

C. The Township Administrator, or their designee, may record, with the knowledge of the party involved, preliminary investigation interviews. Formal disciplinary hearings shall be 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. The employee may also record the hearing. In the event the employee records the hearing, a copy of said recording shall be provided to the Township Administrator within forty-eight (48) hours of the close of the hearing.

D. 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 employee's scheduled working hours shall be considered time worked. Those hearings held above the Administrator level will be at a no loss or gain basis.

SECTION 4. 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 5. Disciplinary hearings will be conducted by the Township Administrator or their designee. 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. The employee may be represented at the hearing by the President of the Union and one (1) staff Representative. The employee must choose to:

A. Appear at the hearing to present oral or written statements in their defense; or

B. Appear at the hearing and have one chosen representative present oral or written statements in defense of the employee; or

C. Elect in writing within 24 hours prior to the scheduled hearing to waive the opportunity to have a disciplinary hearing.

D. 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. Nothing herein shall prohibit the employee subject to the proposed discipline from individually communicating with the Administrator or their designee outside of the disciplinary hearing, at the option of the employee.

SECTION 6. At the disciplinary hearing, the Township Administrator or their designee will ask the employee or their 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 no later than 8 a.m. on the day of the hearing. Said list and notification may be made by email. It is the employee's responsibility to notify their witnesses that he or she desires their attendance at the hearing.

SECTION 7. The employer and the employee will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Administrator or their 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 seven (7) calendar days following its preparation.

SECTION 8. Disciplinary action may be appealed through the Grievance Procedure.

ARTICLE 14
JOB BIDDING

SECTION 1. Whenever a vacant position is to be filled in the bargaining unit classification other than entry level classifications, it may be filled by promotion of an existing Department employee, if qualified. A vacant position is defined as an open position within a job classification series created by resignation, retirement, death, promotion, or release of an employee from a position. Vacant positions shall be posted within fourteen (14) calendar days of the Employer's decision to fill the vacancy.

SECTION 2. Provided the Employer decides to fill the vacancy, notice of the vacant position to be filled shall be posted by the Employer on the bulletin boards to provide current employees with reasonable opportunity to become aware of the position. The posting period shall not be less than fourteen (14) calendar days. After all bids are in, the Employer shall announce its decision within a reasonable period of time.

SECTION 3. All qualified employees within the bargaining unit may bid for the position. The selecting of an employee to fill the vacant position shall be by seniority, merit, evaluations, and other considerations as determined by the Employer. Where two (2) or more employees have the same seniority and other identical qualifications, the Employer shall make the final decision as to who gets the promotion.

SECTION 4. Employees promoted pursuant to this Article shall have the right to request reinstatement to their former position after completion of the first thirty (30) calendar days of service in the new position. They shall receive their former rate of pay and shall not lose their seniority.

SECTION 5. An employee who successfully bids for a position and subsequently requests reinstatement to their former position, may not bid another position for six (6) months after the date of reinstatement.

SECTION 6. If a vacant position is not going to be filled, the Employer shall notify the Union within five (5) calendar days of their decision not to fill the position.

SECTION 7. Upon request, the Employer shall provide a list of all persons who bid on a position to be filled to the Union within ten (10) calendar days after the position is filled.

SECTION 8. The Union shall be furnished names and addresses of all new employees hired into the bargaining unit within ten (10) calendar days after their date of hire. To ensure that a sufficient number of employees are available to operate safely and effectively, a minimum of twelve (12) employees shall be staffed in the public works department.

ARTICLE 15
DOCUMENTATION

Upon request, all employees shall receive a copy of any document placed in their file or they are required to sign other than sign-in sheets.

Employees shall be given a copy of all documentation included in their personnel file that pertains to job performance.

ARTICLE 16
CORRESPONDENCE TO EMPLOYEES

The Employer shall furnish the Union Staff Representative a copy of all correspondence that is initiated by the Employer and is presented to any employee within the bargaining unit.

ARTICLE 17
SPAN OF CONTROL

The ratio of supervision of part time employees by full time employees will not exceed four part time employees (4) to one full time employee (1). Part time employees will be assigned to a full time employee. The full-time employee assigned to supervise the part time employee will have the discretion to determine whether a part time job assignment is safe for individual work.

ARTICLE 18
LABOR/MANAGEMENT MEETING

Labor/Management Discussion Meetings: There may be quarterly labor/management meetings scheduled to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more than three (3) designated committee members and the business agent, from the Union and no more than three (3) representatives and the Department Heads from Management.

The quarterly discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

> Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Department Head of the names of those committee persons who will be in attendance;
>
> The parties shall consider alternately the consecutively placed items from both lists;
>
> The parties are encouraged to present their items expeditiously;
>
> Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings;
>
> The Union shall designate a Safety Coordinator from among Union personnel who shall serve as a Union member attending the labor/management meeting;
>
> The Safety Coordinator may recommend changes to the Employer such as work methods, safety gear and equipment to improve employee safety and additions to or changes in work rules or procedures regarding employee safety.

ARTICLE 19
HOURS OF WORK AND OVERTIME

SECTION 1. It is the prerogative of Management to make changes to the work schedule as long as they are posted in advance.

The Employer reserves the right to post changes to shift or starting times within the standard work week. Each qualified employee of the bargaining unit may bid on the change and shall be selected on the basis of seniority. When adequate employees cannot be obtained through bidding, employees with the lowest seniority shall be required to perform the work hour change.

SECTION 2. The work schedule for each week shall be posted no later than seven calendar (7) days in advance. However, in emergency situations, the Township may change the work schedule by giving one working day notice. The Employer will not declare an emergency solely to avoid payment of overtime. An emergency is defined as something that cannot wait until the next scheduled workday.

SECTION 3.

A. "Standard Work Week" shall consist of two schedules, as follows:

i. Five Day Week. The "Five Day Week" shall consist of forty (40) hours, five (5) days of eight (8) hours each. The first shift within the standard work week shall be 7:30 a.m. – 4:00 p.m. Monday through Friday. The employer may establish a second shift within the Five Day Week. The second shift within the Five Day Week shall likewise consist of forty (40) hours, five (5) days of eight (8) hours each, Monday through Friday. The standard hours of the second shift are 3:30 p.m. – 12:00 a.m.

ii. Four Day Week. The "Four Day Week" shall consist of forty (40) hours, four (4) days of ten (10) hours each, Monday through Friday. The standard hours of the four day week are 6:30 a.m. – 5 p.m.

iii. Scheduling During Summer. During the spring/summer months, the starting time and ending time of the Five Day Week for some employees may be changed at the discretion of the employer after consultation with the Union, to provide for an earlier starting time and earlier ending time, in order to mitigate the effects of daytime heating and humidity.

C. Shift Differential

i. All Bargaining Unit employees assigned to a shift ending between the hours of 6:00 p.m. and midnight will receive a shift differential of thirty-five cents ($.35) per hour in addition to their regular rate of pay.

ii. All Bargaining Unit Employees assigned to a shift ending after midnight and before 10:00 a.m. will receive a shift differential of sixty cents ($.60) per hour in addition to their regular rate of pay.

SECTION 4. All unscheduled hours worked in excess of eight (8) hours in any one day by an employee assigned to Five Day Week schedule, or in excess of ten (10) hours in any one day by an employee assigned to a Four Day Week schedule, or in excess of forty (40) straight time hours in one calendar week by an employee assigned to either a Five Day Week schedule or a Four Day Week schedule, shall be paid for at time and one-half (1 1/2x) the regular rate of pay.

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 eighty (80) hours at any time. Once eighty (80) hours are accumulated, the 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 their request when reporting their time for the overtime worked.

2. Requests for taking compensatory time off must be submitted at least 24 hours in advance of the start date (excluding documented emergencies) requested and in one (1) hour minimum increments, and pre-approved by the Department Head.

3. The Department Head may schedule an employee to be off on compensatory time, so long as the scheduling does not reduce an employee's compensatory balance below twenty-four (24) hours.

4. The Department Head shall provide not less than twenty-four (24) hours-notice to an employee of an employer-scheduled compensatory time off.

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

6. When an employee elects to take comp time in lieu of overtime pay for overtime hours worked on a holiday (as defined in Article 26) or on a Sunday, comp time accrual shall be calculated at the rate of two hours of comp time for each overtime hour worked.

7. At the time of reporting his or her hours, an employee may divide overtime hours worked during a single shift, between pay at the applicable rate and comp time only when the employee's total of accumulated comp time hours is twenty-four (24) hours or more. If the employee's accumulated comp time hours at the beginning of the shift in question do not total twenty-four (24), the employee nevertheless may divide overtime hours worked during the shift in question between pay and comp time if, as a result of the Department, the employee's total accumulated comp time reached twenty-four (24) hours.

SECTION 5. Straight time hours actually worked, comp time, sick leave scheduled at least 24 hours in advance, vacation, or holidays, (in pay status) go toward the forty (40) hours break-over point for overtime purposes.

SECTION 6. Work performed on Sunday shall be compensated for at the holiday rate (2x).

SECTION 7. Overtime

a. Emergency overtime for such purposes as snow removal, emergency street repairs, etc. is an integral part of a Public Works Employee's job. They are therefore expected to maintain their availability for overtime when weather or other circumstances indicate a high probability of being called out. (snow forecasted, etc.)

b. Management shall attempt to divide overtime as equally as possible among bargaining unit employees within the Department.

c. The Township shall post a list of employees wishing to work overtime. The call-in shall be based on overtime hours worked to date. In an effort to equalize overtime, the following process will be utilized for administrative purposes only:

   i. The bargaining unit employee with the lowest number of overtime hours at the end of the contract year will have their total number of hours reduced to 0.

   ii. The number of hours used to reduce the lowest bargaining unit employee to 0 will be subtracted from all other bargaining unit employee's hours to establish their starting point for the year.

d. The Township shall keep lists of employees by classification and seniority. All refused overtime hours will be charged as if worked. Lists shall be posted on all work site bulletin boards January 1st of each year and the amount of overtime each employee worked shall be updated biweekly thereafter.

e. Within each Department, if overtime work is scheduled, regular bargaining unit employees shall have first priority for such overtime unless in the opinion of the Department Head considerations require the uninterrupted continuation of a particular individual on a specific job or task of completion.

ARTICLE 20
WAGES

See Appendix I of this Article, which contains the bargaining unit classifications and a salary schedule.

ARTICLE 21
BLANK

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ARTICLE 22
RESIDENCY

Except as may be required by law or resolution of the Board, no bargaining unit employee of the Employer or applicant for employment shall be required to be a resident of Colerain Township.

Currently employed bargaining unit employees shall be exempted from any future imposed residency requirements.

ARTICLE 23
TERMS AND CONDITIONS FOR PAYMENT OF WAGES

SECTION 1. Wage rates are subject to negotiations between the Union and Management, and are officially set by action of Colerain Township Trustees.

SECTION 2. Pay scales include the previous rate of pay plus the agreed upon salary increases per Appendix I. Proper notification of any deferral of pay must be made to the employee to allow for processing through the established Grievance Procedure.

SECTION 3. Employees recalled from layoff will re-start at their previous rate of pay.

SECTION 4. When an employee is promoted by promotional or open exam to a classification carrying a higher pay range, their pay is fixed at the rate in his new class next higher to that he or she held in their old class.

SECTION 5. When an employee is reclassified, their compensation shall be fixed at the same rate as in their former classification, if such a rate exists; otherwise, at the next higher rate than their previous rate.

SECTION 6. When, because of physical or other infirmities, an employee is unable to perform the duties of their position, but is qualified for service in another classification, he may be reassigned to another classification if such a position exists. However, if permitted by law and, if he desires, he or she may continue to pay their retirement at their expense, and get credit for that salary.

ARTICLE 24
TRAVEL REIMBURSEMENT

Employees who travel on official Township business or travel for pre-approved training or professional development purposes shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals. Said travel must be first approved by the Township Trustees as being in the best interest of the Township. The Employer may establish maximum reimbursable limits for travel expenses.

Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Trustees, shall be paid for by the Employer, either by direct payment, advancement or reimbursement.

The Colerain Township policy and reimbursement percentages will apply uniformly for any person requesting Tuition reimbursement.

The Colerain Township Trustees shall be responsible for interpreting the applications of the plan relating to pay problems which are not specifically covered by this Agreement in all instances using the principles expressed herein as a guide.

Employees who use their own personal car for Township business shall receive a travel reimbursement at the rate annually set by the Board of Trustees for Township officials.

ARTICLE 25
JURY AND WITNESS DUTY

SECTION 1. An employee called for jury duty or subpoenaed as a witness shall be excused from scheduled work which conflicts with hours of jury service or witness service and will suffer no loss of pay provided all court pay vouchers are turned over to the Employer.

SECTION 2. All Public Works Employees who testify in court as representatives of the Township shall be paid their regular, hourly rate of pay times the number of hours required for each court appearance, but in no event shall any employee be paid less than one (1) hours pay for any court appearance.

SECTION 3. Employees who subpoena themselves to court appearances on their own behalf or who are required to appear in court during work hours because of willful wrong doings on their party may be required to use accumulated vacation time for such appearances at the discretion of the Department Head.

SECTION 4. If an employee is released from jury duty or is no longer needed as a witness by 12:00 Noon, the employee will telephone the Department for work assignment. Such employee shall have time for his/her lunch hour and a reasonable amount of time to report to work.

ARTICLE 26
HOLIDAYS

SECTION 1. After ninety (90) days of employment all full-time employees are entitled to a full day's pay for each holiday.

SECTION 2. If a holiday falls on Saturday, it will be observed on the previous Friday.

SECTION 3. If a holiday falls on Sunday, it will be observed on the following Monday.

SECTION 4. Holiday pay will not be given while an employee is on leave of absence without pay.

SECTION 5. Holiday pay will be given to an employee on sick leave, funeral leave, or vacation and will not be charged a sick or vacation day. A doctor's slip or other proof suitable to the Department Head will be required to substantiate sick days taken in conjunction with holidays.

SECTION 6. Employees working a holiday, or day celebrated as a holiday, will be compensated at two times the employee's rate of pay plus the holiday pay for all hours worked.

The following schedule of Holidays is in effect:

New Year's Day..January 1st
Martin Luther King Day..3rd Monday in January
President's Day...3rd Monday in February
Memorial Day..Last Monday in May

Independence Day..July 4th
Labor Day...1st Monday in September
Columbus Day...2nd Monday in October
Veteran's Day..November 11th
Thanksgiving Day..4th Thursday in November
Christmas Day...December 25th

SECTION 7. In addition to the above listed holidays, Employees will be granted two (2) personal days annually. Unused personal days as of December 31st shall be forfeited.

ARTICLE 27
VACATION

SECTION 1. Vacation Year and Accrual: The vacation year begins on January 1st of each year and ends December 31st. Employees must complete one (1) calendar year of service before taking paid vacation, thereafter vacation may be taken as accrued, but not in advance of accrual.

SECTION 2. All calculations of accrual of vacation time during an employee's first year of employment will be prorated based on the full-time employee's anniversary date. Upon reaching one (1) year full-time status, the employee is eligible for two (2) weeks vacation. Vacation accruals thereafter will be based upon the employee's anniversary date.

SECTION 3. Vacation Pick – Vacation dates shall be chosen by all bargaining unit members between January 1st and April 15th of each year. Employees in order of seniority in each department may select not more than a two (2) week vacation period by making such selection in writing to their Department Head or person in charge. After all bargaining unit members have made a selection, the process will be repeated until all requests have been filled.

SECTION 4. Employees shall earn vacation leave according to their number of years of full-time service with governments from Ohio, Indiana, and Kentucky and shall be accrued each pay period as follows:

A. One (1) through Five (5) years – 80.0 hours (or its equivalent) ten days vacation, computed 3.1 hours per pay period.

B. Six (6) through Ten (10) years – 120 hours (or its equivalent) fifteen days vacation, computed 4.6 hours per pay period.

C. Eleven (11) through Fifteen (15) years – 144 hours (or its equivalent) eighteen days vacation, computed 5.54 hours per pay period.

D. Sixteen (16) through Twenty-Five (25) years – 176 hours (or its equivalent) 22 days vacation, computed 6.77 hours per pay period.

E. Twenty-Six (26) or more years – 200 hours (or its equivalent) twenty-five days vacation, computed 7.7 hours per pay period.

SECTION 5. Vacation Request:

a. Vacation shall not be granted for less than one-half (1/2) day. Any one employee may take a maximum of six (6) half day vacations in one calendar year. All vacation requests should be in writing and approved by the Department Head or person in charge.

b. Scheduling: Up to April 15th vacations shall be scheduled on a seniority basis with the approval of the Department Head. Thereafter, scheduling will as much as practicable be on a first come first serve basis. The Department Head shall give as much consideration as possible to the employee's preference, while at the same time maintaining the staff necessary to meet operational requirements.

SECTION 6. When a scheduled holiday falls within an employee's scheduled vacation leave, that day will not be charged to the employee's vacation leave.

SECTION 7. Vacation Carry-Over:

a. Full-time employees must take a minimum of eighty (80) hours vacation each year after one year of employment.

b. A full-time employee may carry accumulated vacation leave in excess of the current years entitlement of a maximum of ten (10) days forward to the next year. Accrued vacation leave in excess of ten (10) days is dropped and lost on the employee's anniversary date.

ARTICLE 28
UNIFORMS

SECTION 1. All employees are required to wear uniforms provided at all times while working. New uniforms will also be provided upon hire, and, if needed, upon re-hire. New uniforms will also be provided upon the turning in of worn uniforms in need of replacement. Employees will be required to return all Township clothing and property upon termination. Any additional apparel required by the Township will be purchased by the Township.

SECTION 2. The Township shall provide a uniform allowance annually to each full time employee in the amount of $235, payable by January 31 of each year as part of payroll for the employee to purchase steel toed boots, winter gear, bibs and/or other non-issued uniform apparel.

ARTICLE 29
FUNERAL LEAVE

SECTION 1. In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to five (5) consecutive work days (40 hours) for participation in out of town funeral services or for making funeral arrangements.

SECTION 2. For the purpose of this section, immediate family defined as a spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, parents or step-parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who legally stands in place of a parent.

SECTION 3. Funeral pay will be provided to accommodate absence occurring only on regularly scheduled work days at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

SECTION 4. Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death or relationship.

SECTION 5. Requests for funeral leave with pay will not be approved for the absences not taken within a seven (7) calendar day period of the date of the death.

SECTION 6. In the event of the death of a relative in other than the immediate family, as defined above, vacation or sick time may be taken for funeral purposes subject to the approval of the Department Head.

SECTION 7. Use of funeral leave will not be charged against accumulated sick leave balance.

ARTICLE 30
SICK LEAVE

SECTION 1. Crediting of Sick Leave:

Full-time employees may accrue sick leave. Sick leave credit shall be accrued at the rate of 4.6 hours for each eighty (80) hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.

SECTION 2. Uses of Sick Leave:

a. Sick leave shall be granted to an employee only upon approval of the Department Head, subject to the Trustees or their designated agent and only for the following reasons:

    1. Illness or injury of the employee. In emergency situations, the employee may take sick time subject to the Department Head's approval, to tend to an ill or injured family member.

    2. Medical, dental or optical examination or treatment of employee.

    3. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others.

    4. Pregnancy and/or childbirth and other conditions related thereto for employees.

b. Definition of immediate family: Mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who legally stands in place of a parent.

c. An employee who wishes to return to work following recuperation is assured continued employment in his or her position or one of like seniority, status and pay. An employee not planning to return to work should submit a resignation or retirement letter as soon as possible to allow Township staffing needs to be appropriately met.

d. Advancements of sick time and vacation time will not be allowed.

e. If the reason of pregnancy causes the employee to be unable to fulfill usual duties, thus affecting the employee's productivity and efficiency, the employee or Employer may request that sick leave be initiated.

f. Verification.

   1. If there is reason to believe sick leave has been improperly used, the Trustees or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.

   2. Employees are required to provide a doctor's note as follows: (1) when an employee is absent from work for three or more consecutive work days for reasons of illness or injury; (2) when an employee has used 80 hours of sick leave within any six-month period; and (3) upon request.

   3. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage falls below 80 hours for the most recent six-month period.

SECTION 3. Sick Leave Upon Termination of Employment:

Any unused sick leave up to the time of the employee's retirement or death shall be granted according to the following schedule:

For a full-time employee with tenure of at least 10 years, he/she shall be paid in cash ¼ of the value of the accrued but unused sick leave credit, but not to exceed one quarter (1/4) of 1,440 hours.

SECTION 4. Maternity leave shall be provided as set forth in the Township FMLA Policy.

ARTICLE 31
UNION LEAVE

SECTION 1. At the request of the Union, a leave of absence without pay shall be granted to any employee selected for the Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence.

Leave of absence may be granted for a maximum period of one (1) year, unless otherwise agreed to by the parties.

ARTICLE 32
GENERAL LEAVE OF ABSENCE

The trustees or their designated agent may grant leave without pay as they deem necessary.

ARTICLE 33
LIABILITY INSURANCE

Liability insurance shall be maintained at the current level by the Employer for all bargaining unit employees with the Employer paying total cost of said insurance, or the Employer will indemnify bargaining unit employees from liability as required by law.

ARTICLE 34
PRESCRIPTION, MEDICAL AND DENTAL INSURANCE

SECTION 1. Colerain Township shall provide to all full time bargaining unit employees comprehensive major medical/hospitalization health care insurance plans, prescription, and dental insurance plans, in effect as of the effective date of this Agreement.

SECTION 2. If it becomes necessary for the Employer to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits which were in effect on the effective date of this agreement, the Employer agrees to meet with the members of the bargaining unit prior to implementing such change.

SECTION 3. Colerain Township is to continue to provide comprehensive major medical/hospitalization health care insurance plans, prescription and dental insurance at its current level. It is also the intention of the Employer to continue the uninterrupted employment of bargaining unit members while preserving service levels to the public at an acceptable level. Recognizing that these economic considerations are inseparably intertwined, it is hereby agreed that:

A. The employee is obligated to pay 20% of the total cost of the program for the benefits described above.

B. In the event of a bonafide substantial hardship, the Township shall advance the employee's share of the health care deductible by payroll deduction upon execution of a repayment agreement.

C. The Township will continue to provide MERP coverage at a maximum of $200 for eligible employees.

D. On August 1st of each year, the employer shall make a deposit into the participating employee's Health Saving's Account (HSA) based on the following participation:

1. Employee Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from $250 to $3,000.

2. Employee/Child Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from $500 to $6,000.

3. Employee/Spouse Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from $500 to $6,000.

4. Family Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from $500 to $6,000.

E. HSA deposits will be prorated in the year of hire based on the effective date of hire.

F. If the annual increase in premium exceeds 10%, the parties agree to reopen negotiations to discuss only Article 34 for the purpose of cost sharing the excess premiums.

ARTICLE 35
LIFE INSURANCE

SECTION 1. The Employer will make available to bargaining unit employees on an elective basis Group Life Insurance Coverage with double indemnity, if double indemnity coverage is available at standard rates.

SECTION 2. The cost to the employee, at the employee's request, will be handled as a payroll deduction.

SECTION 3. The Employer shall provide at no cost to the full-time employee, a group life insurance policy in the amount of $50,000.

ARTICLE 36
WORKERS COMPENSATION

SECTION 1. Employees who become disabled in the performance of their work shall have the right to file an injury claim with the Ohio Bureau of Workers Compensation.

SECTION 2. The Employer's administration shall keep the proper Workers Compensation forms available for employees.

ARTICLE 37
PENSION PLAN AND RETIREMENT

SECTION 1. Membership in the Public Employee Retirement System of Ohio is compulsory for all employees covered by this Agreement and are subject to the provision of that system.

SECTION 2. The employee's portion of PERS shall continue to be deducted by the member prior to computation of income tax.

ARTICLE 38
INJURY REPORT

In the case of on-the-job injury, a copy of the injury report will be forwarded to the Union President. It is the responsibility of the employee to notify the Township Administrator of any on-the-job injuries in writing as soon as the employee is aware of the injury.

ARTICLE 39
UNION SECURITY

SECTION 1. The Employer shall make payroll deductions from the pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checkoff monies shall be remitted.

The payroll deduction shall be made bi-weekly and remitted to AFSCME monthly, by the Employer. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union monthly. Each remittance shall be accompanied by the following alphabetical lists:

a. For employees for which deductions were made, the name, address and phone number of the employee and amount deducted;

b. The name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

c. For employees for which dues deductions were not made, the name, phone number, and address.

SECTION 2. Checkoff Hold Harmless

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

Section 3. Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Section 4. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement.

ARTICLE 40
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ARTICLE 41
P.E.O.P.L.E DEDUCTION

All bargaining unit employees may have P.E.O.P.L.E. donations deducted from their pay check upon receipt of said employee's request. This requested amount deducted shall be remitted to AFSCME Ohio Council 8 in the same manner as the membership dues. This authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union.

ARTICLE 42
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

SECTION 1. Upon notification to a Department Head or to the Township Administrator on the premises a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that in the opinion of the Employer, the operation will not be impaired.

SECTION 2. The Employer shall provide one bulletin board not to exceed 2' x 2' in each of the work facilities. The bulletin board shall be used for the purpose of posting proper Union notices. The parties shall agree to actual location of each board in each of the work facilities. The Employer may remove any notice posted which attacks another employee, or contains derogatory attacks upon the Employer.

SECTION 3. The Union agrees to provide the Employer with:

a. The name, address and telephone number of the professional staff member who will act as a representative for the Union Local; and

b. The names and positions held of the Local Union Officers.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

SECTION 4. Rules governing the activity of Union representatives as follows:

a. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of their employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Employer.

b. The Union shall not conduct Union activities in any work area without permission of Department Head or their representative.

SECTION 5. A steward or the local union president may be permitted reasonable leave with pay, to investigate and process grievances during working hours only if such investigation is not possible during off-duty time, and if the steward or local president obtains the express, prior written permission of the Employer. The steward or local president shall request written permission from the Department Head or the Township Administrator, explaining the reason why it is not possible to investigate or process the grievance during non-duty time.

SECTION 6. The Union shall select up to a total of three (3) employees to serve as negotiating committee representatives. These committee members shall be selected from each section as listed in paragraph 4 of this Article.

SECTION 7. Committee members and stewards whose attendance is required at meetings with Management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift.

ARTICLE 43
SAFETY OF EQUIPMENT

SECTION 1. It is agreed and understood equipment used by employees shall be in good operating condition, as determined by the supervisor after consultation with the mechanic, including all lights, safety chains, etc. If an employee in the bargaining unit feels the equipment is not suitable for use he shall immediately report it to their superior for a determination by the Department Head of whether it should be used.

There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment nor shall he or she be held responsible for its use.

ARTICLE 44
SAFETY AND FOUL WEATHER APPAREL

SECTION 1.

a. The Employer will provide safety equipment consistent with the work requirements as determined by OSHA. If required, protective clothing such as rubber gloves, suits and boots will be furnished for protection of the eyes, skin or clothing.

   Examples are: rubber gloves and rubber footwear for electrical work, face shields or goggles for grinders and air compressors, rubber aprons and gloves for meter cleaning operations or using corrosive materials for cleaning. Hard hats are to be furnished to those workers who work where falling objects are a hazard.

   Since all work by personnel within the scope of this policy involves potential hazard to the eyes, feet or hands; safety lens for eyeglasses, safety shoes and non-rubber gloves are highly recommended for all employees, and will, if required, be provided by the employer.

b. Failure by employees to properly utilize safety equipment provided by the Employer shall be cause for disciplinary action.

SECTION 2. Foul Weather Apparel:

The Employer will furnish a hat or cap, raincoat or rainsuit, knee boots or arctics or hip boots to those employees who are regularly required to work outside in inclement weather (rain or snow). Rubber knee boots, hip boots or waders or arctics will be furnished to those employees who are required to work in trench areas or other job situations which involve working in water.

SECTION 3. Administrative Authority:

That for purposes of Administration, authority is to be delegated to the Department Head for allocating and establishing levels of items detailed above.

SECTION 4. Employees are responsible for normal care and security of safety equipment. Damage or loss beyond normal wear and tear is the employee's responsibility. Items requiring repair or replacement shall be presented to immediate supervision as soon as practicable.

ARTICLE 45
WATER AND ICE

The Employer shall furnish water jugs to each crew at the beginning of each shift, when the temperature reaches sixty (60) degrees or higher. The Employer will also provide ice, water and drinking cups at no cost to the employees.

Depletion of on-site water supply or temporary non-availability of ice shall not constitute the basis for work stoppage.

ARTICLE 46
COMMERCIAL DRIVER'S LICENSE

The parties agree that pursuant to the Commercial Motor Vehicle Safety Act of 1986 (Title XII, Pub. L 99-570) and O.R.C. Section 4506, certain employees are required to obtain and retain a Commercial Driver's License (CDL) as a condition of employment.

Wherever a CDL is referred to, it is understood to mean the CDL and any required endorsements. The policy shall be applied to all current and future employees.

The Employer will provide training to those employees required by the Township to pass the Commercial Driver's License Exam. The Employer will make every reasonable effort to schedule the training during normal working hours. Employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

All employees will be granted time off with pay to take the knowledge and driving test. All license and testing fees including renewals will be paid by the Employer.

In order to implement this provision, the parties agree to the following:

1. The Employer will reimburse the cost of the required CDL Group License and Endorsement for those employees in positions where such licenses and endorsements are required.

2. The Employer will reimburse the fee to the skills test, if required. Where a skills test is required, the employee will be permitted to utilize the appropriate Employer vehicle.

3. Employees shall be eligible for a grant of administrative leave to take the test to obtain or renew the CDL.

4. Employees desiring to transfer, promote, bump or be recalled to a position requiring a CDL are eligible for reimbursement for obtaining the initial CDL and shall be eligible for reimbursement for renewal.

5. Any employee hired after January 1, 2017 shall be required to obtain the necessary CDL A certification before or within the expiration of their probationary period, as a condition of successful completion of their probationary period. Any employee hired prior to January 1, 2017 shall be required to maintain a Class B CDL. Employees hired prior to January 1, 2017 shall be required to obtain a Class A CDL by December 31, 2019. The costs associated with obtaining the Class A CDL will be paid for by the Employer. If an Employee is unable to obtain a CDL or loses their CDL the employer may be terminated.

6. Employees required to obtain a medical certification of fitness shall have "Examination to Determine Physical Condition of Drivers" form filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.

7. It is the intent of the parties that Article 45 meet current requirements of Federal CDL regulations. Therefore, any mandatory requirement shall supersede present contract language.

ARTICLE 47
DRUG AND ALCOHOL TESTING

Employees may be required to take a drug or alcohol test if the Employer has a reasonable suspicion that the employee is using, consuming, or under the influence of drugs or alcohol while on the job. The Employer may request and be granted urine samples only. The Employer will not conduct random testing. The test will be performed at a reputable hospital or branch. If specimens are taken, they will be kept for a period not to exceed six (6) months.

Employees required to take a test shall suffer no loss of pay and will be supplied transportation to and from the hospital.

The Employer shall pay all costs of the required first test and the GC-MS confirmatory test. The third sample will be collected in a separate container sealed in the presence of the Employer and the Union witness who will sign the seal. The third sample shall be made available to the Union and Employer. The party requesting the third test shall pay for the test. All test results shall be treated as confidential medical records. The Union and employee will be given a copy of the results of both tests. The Union and employee shall have seventy-two (72) hours to present the Employer with different results from the test of the third sample.

The Employer will develop or subscribe to an Employee Assistance Program (EAP). Any employee, while on duty who tests positive on both tests administered by the Employer, will be directed to enroll in the EAP.

Appropriate disciplinary action may be taken against an employee who tests positive a second time after he/she has completed the EAP as recommended for that employee. Failure to follow through with the recommended program may also result in disciplinary action.

This testing plan will be implemented January 1, 1992.

ARTICLE 48
JOB DESCRIPTION

The parties agree to create a committee comprised of an equal number of members from Management and the Union to review all current job descriptions and negotiate as necessary. All unresolved items shall be submitted to binding arbitration as prescribed in Article 7, Step 6.

ARTICLE 49
FAMILY MEDICAL LEAVE ACT

SECTION 1. The Employer agrees to apply the provisions of the Family Medical Leave Act (FMLA) to all employees in the bargaining unit.

SECTION 2. An Employee taking leave to which he is entitled under the FMLA must exhaust paid leaves while on FMLA

SECTION 3. The Employer may grant additional leave time, at their discretion, when requested by the Employee. The Employee, should he continue leave time, may continue health benefits through COBRA only.

SECTION 4. Employees returning from FMLA leave shall be returned to the same or similar position within their former classification.

ARTICLE 50
WELFARE TO WORK INITIATIVE PARTICIPANTS

The welfare to work initiative shall not be implemented where bargaining unit employees have been laid off and are on a recall list. No bargaining unit position shall be eliminated, have regular hours reduced or otherwise reduced in pay as a result of any welfare to work initiatives.

Promotional opportunities shall not be affected by the use of welfare to work participants.

If the Employer shall notify the union as soon as possible before implementing the welfare to work initiative. Such notice shall include the number of individuals involved, their work locations and hours of work, a summary of types of tasks to be performed, and a description of how the individuals will be trained and supervised to perform the tasks. Upon request of the Union, the parties shall meet promptly to exchange information and discuss or negotiate to the extent required by applicable laws, or this Agreement any issues which arise as a result of welfare to work initiatives.

ARTICLE 51
DURATION

This agreement shall be effective at 12:01 A.M. January 1, 2020 and shall remain in full force and effect through midnight December 31, 2022.

IN WITNESS WHEREOF, the parties have hereunto their set hands on the dates indicated below.

___________________________	___________________________
Raj Rajagopal , Trustee	Kyle Beatty, Staff Representative
Date Signed: _______________	AFSCME Ohio Council 8
	Date Signed: _______________
___________________________	___________________________
Dan Unger, Trustee	Todd Bandy, Member – Local 3553
Date Signed: _______________	Date Signed: _______________
___________________________	___________________________
Greg Insco, Trustee	Kraig Reiman, Member – Local 3553
Date Signed: _______________	Date Signed: _______________
___________________________	___________________________
Geoff Milz, Township Administrator	Jason Haines, Member – Local 3553
Date Signed: _______________	Date Signed: _______________

APPENDIX I (SALARY SCHEDULE)

STEP SCHEDULE			
MW Step	2020	2021	2022
0	$21.00	$21.00	$21.00
1	$22.23	$22.23	$22.23
2	$22.88	$22.88	$22.88
3	$23.54	$23.54	$23.54
4	$24.66	$24.66	$24.66
5	$25.78	$25.78	$25.78
6	$26.90	$26.90	$26.90
7	$28.02	$28.02	$28.02
8	$29.14	$29.14	$29.14
9	$30.41	$31.18	$31.96
LB	$19.00	$19.00	$19.00
BuD	$15.69	$16.00	$16.32
SF	$34.49	$35.35	$36.23

*Step 0 is the initial year of hire and probationary term

**MW = Mechanic and Maintenance Worker

APPENDIX II – The Seven Standards of Just Cause

SECTION 1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

SECTION 2. Was the employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?

SECTION 3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

SECTION 4. Was the employer's investigation conducted fairly and objectively?

SECTION 5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

SECTION 6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

SECTION 7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in their service with the company?

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Execution of a Collective Bargaining Agreement with IAFF

Recommend approval of a motion to authorize the execution of a Collective Bargaining Agreement with IAFF.

Rationale:

Colerain Township Administration has negotiated the attached Collective Bargaining Agreement with the IAFF Union which represents employees in our Fire Department.

TENTATIVE AGREEMENT

Between
The Colerain Township
Board of Trustees
And

Colerain Career Firefighters
IAFF Local 3915

January 1, 2020 through December 31, 2022

TABLE OF CONTENTS

Article 1: Agreement

This agreement, entered into by the Colerain Township Board of Trustees. herein referred to as the "Employer", and the International Association of Fire Fighters Local # 3915, Colerain Township Career Firefighters, herein referred to as the "Union."

Article 2: Recognition

The Employer recognizes the Union as the sole and exclusive representative of this collective bargaining agreement with respect to wages, hours, benefits, and other terms and conditions of employment for all "full-time" employees covered by the agreement, including the title of Firefighter, Inspector, Lieutenant, Captain, and Battalion Chief who are members of Colerain Career Firefighters IAFF Local 3915.

Article 3: Purpose

The purpose of this agreement is to promote and maintain a harmonious relationship between the Employer and the Union. Employer and Union leadership must commit to communication and participation. It is the trust in this process that makes this agreement and the organization successful.

Article 4: Employer and Management Rights

The Union recognizes the Employer's exclusive rights to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, and authorities conferred upon and vested in it by the laws and constitution of the State of Ohio. All rights which are ordinarily vested in and exercised by employers except those specifically addressed within this agreement are hereby reserved to and remain vested in the Employer, including but not limited to:

1. The right to manage its affairs efficiently and economically, including the quantity, quality, frequency, and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition of or discontinuation of any services, facilities, equipment, materials or methods of operation.

2. The right to hire and set the starting rate of pay within contractual salary ranges as per the contract and to determine starting and quitting time and the number of hours to be worked, including overtime, meals, breaks, rest periods and cleanup times; to determine the amount of supervision necessary, work schedules and the method and process by which work is performed. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise, and enforce working rules and carry out cost control and general improvement programs.

3. The right to determine the existence or non-existence of facts which are the basis of management decisions, to establish or continue policies, practices or procedures for the conduct of the Fire Department and its service to the public and from time to time to change or abolish such practices and procedures; the right to determine the number and location and/or relocation and types of employees or to discontinue any performance of service by employees of the Township of Colerain; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and type of Employees required; to assign work to Employees in accordance with requirements determined by Employer's authorities; to establish training programs and upgrading requirements for Employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote Employees, or to layoff, terminate or otherwise relieve Employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend. discharge, or otherwise discipline Employees for other reasons and otherwise take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Fire Department. However, nothing herein will prevent employees from presenting their grievances for a complaint or violation of any article or specific term of this agreement.

Article 5: Representatives

The Employer recognizes the right of the Union to select six (6) representatives from the Union, however, neither the Union nor the Employer will be represented by more than three elected individuals at contract negotiation sessions.

The authority of these representatives elected by the Union membership must be limited to, and must not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with this agreement.

2. The transmission of such messages and information, which must originate with and are authorized by the member of such representative, provided the information and message has been reduced to writing, or;

3. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to perform services, or any other interference with the Employer's business.

4. The right to assist members in disciplinary matters and compensation claims.

These representatives have no authority to take, encourage, or tolerate any action prohibited under this agreement that interrupts the Employer's business. The representatives must be permitted reasonable time to investigate, process, and present formal grievances on the Employer's property with no loss of pay during their regular working hours, provided that where such time is required it is approved by the Fire Chief or Assistant Chief.

Article 6: Grievance Procedure

Section 6.1

The term grievance will 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 Article of this Agreement or those matters which are controlled by the provisions of Federal Laws, State Laws or by the United States or Ohio State Constitution.

Section 6.2

An employee must 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 6.3

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) must 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, will 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 must so indicate that the grievance is a group grievance.

A grievance brought by the Union 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 or her own behalf. The union must have the right to be present at the settlement of any grievance brought by an employee on his or her own behalf.

Section 6.4

A grievance must be submitted to the grievance procedure within ten (10) calendar 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" will not include Saturdays, Sundays, or Holidays.

Section 6.5
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;

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

8. Desired remedy to resolve grievance.

Section 6.6
The following steps must 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 6.4. It will be the responsibility of the supervisory fire officer or his or her designee to investigate the matter and to provide a written answer to the employee within ten (10) calendar days following the day on which the matter was submitted to him or her.

In the event that the employee's "immediate supervisor" is the Chief of the Department (i.e., no person holding a rank above Lieutenant and authorized by the Chief of the Department to hear grievances has then been appointed), the Chief of the Department must hear the grievance in this step 1, and step 2 must be skipped.

Step 2.
A grievance unresolved at Step 1 may be submitted by the employee to the Chief of the Department or his or her designee within seven (7) calendar days of the presentation of the Step 1 answer. It will be the responsibility of the Chief of the Department or his or her designee to investigate the matter and to provide a written answer to the employee within

seven (7) calendar days following the day on which the matter was submitted to the Chief of the Department.

Step 3.
A grievance unresolved at Step 2 may be submitted by the employee to the Township Administrator within seven (7) calendar days of the presentation of the Step 2 answer. The Administrator or his or her designee must 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 ten (10) calendar days of submission of the grievance to Step 3, to discuss the grievance. The Administrator or his or her designee must provide a written answer to the employee within seven (7) calendar 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 to the Board of Colerain Township Trustees within seven (7) calendar days of the presentation of the Step 3 answer. The Board of Trustees must 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 must provide a written answer to the employee within seven (7) calendar days of such meeting.

Step 5. Arbitration.
A grievance unresolved at Step 4 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 6.6 of this Article hereinafter set forth.

Section 6.6
The Union, 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 must notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator must be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above will 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 must select an arbitrator. The arbitrator must be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) must be jointly requested to submit a panel list of seven (7) arbitrators. The parties must alternately strike the names of the arbitrators until only one name remains. The person whose name remains will be the arbitrator.

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

B. The question of the arbitrability of a grievance may be raised by either patty 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 will be final and binding on the grievant, the Union, and the Employer. The arbitrator must render his or her 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, must be borne equally by the Employer and the Union. The expenses of any witnesses must be borne by the party calling them. The fees of the court reporter must be paid by the requester, 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 must not lose pay or benefits to the extent such hearing hours are during normal scheduled working hours on the day of hearing.

Section 6.8
The Union must use a grievance form which must provide the information outlined in Section 6.5. The Union must have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Article 7: Probationary Periods

Each new full-time employee will be required to serve a probationary period of twelve (12) months from the date of appointment. The newly hired probationary employee may be discharged for any reason during the probationary period at the sole discretion of the Employer. Probationary employees are required to contribute a fair share fee to the union as per Article 14 of this agreement.

A newly promoted employee will be required to serve a probationary period of twelve (12) months from the date of promotion. A newly promoted employee may be demoted at the discretion of the Fire Chief for unsatisfactory performance during the promotional probationary period.

If the promoted or new employee should suffer an injury or illness during the probationary period that results in extended medical leave, the employee's probationary period may be extended for a period of time commensurate with the time spent on medical leave.

Article 8: Layoff and Recalled Employees

Before the layoff of full-time employees, the Township will reduce 100% of 24-hour "part-time" staffing positions (i.e., shift slots). Reductions or layoffs would then continue by maintaining the resulting full-time/part-time 24-hour staffing ratio. Nothing here prevents the Township from reducing part-time positions (i.e., shift slots) beyond this, at the Township's sole discretion.

For the purpose of layoffs and recalls, seniority for employees in all uniformed ranks will be determined by continuous service in the Fire Department, calculated from the date of full-time employment. In the event two or more employees within the firefighter ranks have the same date of full-time employment, their seniority will be determined by the numerical position on the hiring list from which they were appointed. All full-time employees must be issued a number and a position on the Seniority List.

The seniority of fire officers within each rank will be determined by the date the employee was promoted to the rank he/she holds. In the event that two or more employees are promoted at the same time their seniority will be determined by a promotional list based on the test scores for that position. If test scores are not available, a tie will be broken by date of "part-time" hire.

The following situations will not constitute breaks in continuous service for which seniority is lost:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Involuntary military leave;
4. A layoff of eighteen (18) months or less

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

1. Discharge during initial probationary period;
2. Discharge or removal for just cause;
3. Layoff for more than eighteen (18) months;
4. Failure to return to work within fourteen (14) calendar days after a recall from layoff; notice of recall must be in writing and sent by certified mail;
5. Failure to return to work at the expiration of an approved leave of absence;
6. Resignation;
7. Retirement

Any layoff of employees must begin with the lowest rank and the lowest full-time service time within each rank. The following rank structure must be followed in the event a layoff is necessary:

Level I	Firefighter, Inspector, Public Educator (all full-time firefighter ranks)
Level II	Lieutenant
Level III	Captain
Level IV	Battalion Chief

Any layoff will begin with the employee in level I with the lowest seniority. If necessary, layoffs will continue with the seniority order in level I, then advancing to level II, level III, and level IV following the same procedure as level I. In the event that more than one employee was hired on the same date, the highest combined score during the hiring process will determine the order of the layoff.

Recall of any laid off full-time employees to their full-time status must occur prior to recall of part-time staffing positions and must be made in order of departmental seniority. The most senior employee must be recalled first. If at the time of recall an employee requires an update in certification training in order to be eligible for the position the employer must pay for all necessary training.

Article 9: Reallocations

An employee who is serving in an acting position of a higher rank when authorized by management, must be paid at a rate for that rank as determined by the Fire Chief.

Article 10: Reinstated Employees

An employee recalled after a layoff must be paid at a salary rate within the contractual salary range for the position which he or she last held prior to reinstatement.

Article 11: Overtime

The Fire Chief in accordance with the Fair Labor Standards Act (FLSA) will govern overtime. The Fire Chief may authorize compensatory time within FLSA guidelines.

Article 12: Personnel Evaluations

Personnel evaluations must take the form and be made in such a manner as prescribed by the Fire Chief. The Fire Chief has the right to deny all or part of an employee's pay grade steps and has the right to deny all or part of an employee's contractual percentage pay raise based on the employee's evaluation.

Article 13: Allowances

A. Employees who travel on official Fire Department business or for approved training must be reimbursed for reasonable travel expenses including air, rail, or bus fares, parking, lodging, and meals. The Township will provide daily per diem in accordance with the U.S. General Services Administration (GSA) schedule for meals and incidental expenses based on the location of the meeting/conference.

B. Registration fees for conferences, seminars, or other such events deemed to be in the best interests of the employer, when approved by the employer, must be paid for the employee either by direct payment, in advance, or by reimbursement. If approved by the employer in advance, an employee may be reimbursed for tuition expenses incurred in taking and successfully completing college course work or other advanced training to upgrade said individual, the performance of his or her job duties and the image of the Fire Department.

C. The employer must approve all allowances in advance.

Article 14: Union Dues

The Employer agrees to deduct, as directed by the Union Secretary or Treasurer, dues and assessments in an amount certified to be current by the Secretary or Treasurer of the Union from the pay of those Employees who individually request in writing that such deductions be made. The Employer must remit the total amount of deductions each month to the Treasurer of the Union.

If an Employee does not have a check coming to him or her or the check is not large enough to satisfy the assignment, no collection will be made from the Employee for that check.

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Article 15: Wages Administration and Interpretation

The Employer will be responsible for administering the pay plan for all positions. The Employer will also be responsible for arrangements that assure the administration of the plan for all Employees on an equitable basis.

The Employer will be responsible for interpreting the applications of the plan to pay problems that are not specifically covered within this agreement using the principles expressed herein or therein as a policy guide.

Article 16: Professional Liability Insurance

The Employer must maintain the Fire Department's professional liability insurance at current levels. The Employer must cover any increase of costs to such insurance.

Article 17: Health and Life Insurance

The employer must make available to all bargaining unit employees' comprehensive major medical and hospitalization, health care and prescription 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.

The Employer will maintain the same quality of health care coverage (medical, dental, vision and prescription) at no increase of percentage cost to the employees. The employee's contribution must be 20% of the total cost of the coverage.

On August 1st of each year, the employer must make a deposit into the participating employee's Health Savings Account (HSA) based on the following participation:

Employee Plan = $1,000
Employee + Child Plan = $2,000
Employee + Spouse Plan = $2,000
Employee + Family Plan = $2,000

HSA deposits will be prorated in the year of hire based on the effective date of hire.

The Employer must provide coverage as follows: $50,000 death; $50,000 accidental death and up to $25,000 dismemberment insurance.

The employer agrees that the Township will keep the existing Medical Expense Reimbursement Plan (MERP) in place not to exceed $200 per employee, per month.

Article 18: Uniforms

All uniformed firefighting personnel covered by this agreement, hereafter qualified and appointed will be furnished, without cost to the employee, their minimum uniform and protective equipment requirements.

The station wear issued to all full-time personnel at time of hire will consist of the following:

3 - Station Uniform Short Sleeve Shirts

3 - Pair Station Uniform Trousers

3 - Station Uniform T-Shirts

1 - Station Uniform Jacket 5.11 Pullover (Job Shirt)

1 - Station Uniform Winter Jacket

1 - Pair Station Uniform Sleep Shorts

2 - Uniform Badges

1 - Pair Uniform Shoes

1 – Pair of Department Approved Leather Structural Bunker Boots

1 – Department Approved Flashlight (e.g. Streamlight)

3 - Station Uniform Short Sleeve Shirts

3 - Station Uniform Golf Style Shirts

3 pr. - Station Uniform Trousers

3 - Station Uniform T-Shirts

1 - Station Uniform 5.11 Pullover (Job Shirt)

1 - Station Uniform Winter Jacket

1 pr. - Station Uniform Sleep Shorts

2 - Uniform Badges

1 pr. - Uniform Shoes

The Class A dress uniform issued to all career personnel within or upon successful completion of the probationary period includes the following department issued items:

The Class A dress uniform issued to all full-time personnel at time of hire will consist of the following:

- Black dress coat
- Black dress trousers

- White dress long sleeve uniform shirt
- Black tie
- Black dress shoes
- Dress cap
- Appropriate accessories (e.g. collar insignia)

1 - Black dress coat

1 pr. - Black dress trousers

1 - White dress long sleeve uniform shirt

1 - Black tie

1 pr. - Black dress shoes

1 - Dress cap

1 – Dress cap badge

The personal protective clothing and items issued to all full-time personnel at time of hire will consist of the following:

1 - Helmet with integral eye protection

1 - PBI hood

1 - Bunker coat

1 pr. - Bunker pants

1 pr. - Leather boots

1 pr. - Firefighting gloves

1 pr. - Suspenders

1 - Personal rechargeable flashlight [e.g., Streamlight Survivor Flashlight (rechargeable or battery)].

Each employee will be granted a $600 uniform maintenance allotment for each calendar year, excluding the calendar year they were hired. Funds will be available January 31st of each year. The amount of each department approved item will be deducted from the allotment when replacement uniforms are issued. No cash will be given to any employee.

- Each employee will be granted a $600 uniform maintenance allotment for each calendar year, excluding the calendar year they were hired.
- Funds will be available by January 31st of each year.
- The amount of each department approved item will be deducted from the allotment when replacement uniforms are requested and issued.
- No cash will be given to any employee; no cash pay-out upon separation.
- The allotment may be used for uniforms and accessories as approved by the Fire Chief or his or her designee.

Article 19: Union Business

Union officers must be permitted to perform Union Business as per this agreement.

Union business includes travel to Union conferences, seminars, and other activities. Up to forty- eight (48) hours for personnel assigned to shift duty (up to 40 hours for union officer assigned to day shift) for up to three board members. Union Officers per calendar year may be granted off without pay for attendance at Union conventions, seminars, conferences, and activities, provided the time off does not interfere with normal Fire Department operations or affect career minimum staffing guidelines. All requests for Union Time Off must follow normal department procedures and be approved by the Fire Chief or his or her designee.

The Employer must provide one bulletin board in each Fire Department facility for the sole purpose of posting proper Union notices and information. The parties must agree on the location and size of each board in each facility.

Article 20: Holidays and Personal Leave

All bargaining unit members will receive eight (8) hours of holiday time for the following holidays:

New Years Day – January 1st
Martin Luther King Day – 3rd Monday in January
President's Day – 3rd Monday in February
Memorial Day - Last Monday in
May Independence Day - July
4th
Labor Day— 1st Monday in
September Columbus Day – 2nd

Monday in October
Veterans Day – November 11th
Thanksgiving Day – 4th Thursday in November
Christmas Day - December 25th

In the sole, unreviewable discretion of the Fire Chief, he or she may permit non-shift employees to work, at straight time, on the following holidays if they occur on their regularly scheduled work day: Martin Luther King Day, Presidents Day, Columbus and Veterans Day. If so, the employee may take another day off during the year, with at least two weeks' notice and with the approval of the Fire Chief or his or her designee, to be compensated at straight-time pay.

If a bargaining unit member is scheduled to, and works on an 8 hour listed holiday, he or she must be paid at a rate equal to one and one-half times his or her regular rate of pay for eight (8) of the hours worked. This is in addition to his or her regular holiday time.

Employees will be granted two (2) personal days annually. A work day must be equivalent to the length of the employee's regularly scheduled shift; i.e. 8, 10, 12, or 24 hours. Unused personal days as of December 31st must be forfeited.

Article 21: Medical Fitness

The Fire Chief, with the advice of the Medical Director, will determine the medical fitness for duty of all employees. The Fire Chief will have the sole right to place any employee on medical leave until the Fire Chief, with the advice of the Medical Director, has determined that the employee in question is medically fit for duty. Any employee placed on medical leave must utilize all available paid time off during the medical leave period.

Article 22: Non-Discrimination

The Employer and the Union accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, color, religion, national origin, physical disability, sex, age, marital status, ancestry, veteran status or political affiliation. Wherever the male gender is used in reference to this agreement, it must be construed to include male and female.

There must be no discrimination, interference, restraint, coercion, or reprisals against any Employee because of Union membership, non-membership, or participation or non-participation in any lawful activity on behalf of the Union.

Article 23: Wage Scales

Salaries for the years 2020, 2021, and 2022 are shown on the pay status schedule below based on rank and years of service. All employees covered by this contract are salaried at the following rates based on 212 hours worked per 28-day work cycle. Straight time hourly rates are calculated by dividing the employee's assigned salary rate by 2756 hours (212 hours per cycle x 13 cycles per year = 2756 hours).

Pay Status	2020	2021	2022
FF1	$47,733	$48,926	$50,149
FF2	$54,762	$54,762	$54,762
FF3	$57,296	$57,296	$57,296
FF4	$59,830	$59,830	$59,830
FF5	$62,364	$62,364	$62,364
FF6	$64,898	$64,898	$64,898
FF7	$67,432	$67,432	$67,432
FF8	$69,966	$69,966	$69,966
FF9	$72,500	$72,500	$72,500
P6	$79,913	$81,112	$82,329
I4	$79,913	$81,112	$82,329
LT	$83,067	$84,764	$86,463
CPT	$86,812	$88,704	$90,597
BC	$91,621	$93,176	$94,731

a) Employees assuming the position of ACO (Acting Company Officer) will be compensated at a rate of $1.10 per hour in addition to their regular pay. Employees assuming the position of ASC (Acting Shift Commander) will compensated at a rate of $1.65 per hour in addition to their regular pay. These pay differentials must apply only for the time the employee is acting in these positions.

b) Captains - Employer agrees to assign three (3) Captain's positions for purposes of EMS, Training and Community Risk Reduction. In addition, as attrition occurs, captains will be replaced by Lieutenants until such time six (6) operations captains remain

c) Article 24: COURT APPEARANCE

Personnel must receive a minimum of two (2) hours pay at the time-and-a-half rate when they are subpoenaed to testify in court on Department business. Court time beyond two hours will be paid on an hourly basis at a time-and-a-half rate.

In order to qualify for pay, the following conditions must apply:

1. The employee must be off duty when requested to appear in court. Court pay will not be granted if the employee is on duty during the court appearance.
2. A copy of the subpoena must be presented to fire administration, along with the "Court Appearance" form, signed and dated by the court bailiff verifying the amount of time spent in court. The form should be obtained at fire administration prior to the court appearance.
3. Pay from the court cannot be retained if the employee was on duty during the court appearance, and a department vehicle was used for transportation.
4. Pay must not be granted if compensation is received from another employer.

Article 25: Training

Employees will receive straight time pay for all actual hours in attendance while off duty at the following courses (with a minimum of two (2) hours straight-time pay): Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS or PEP), and Basic Trauma Life Support (BTLS).

Any mandated or mandatory training as assigned by the Fire Chief while off duty will be paid at one and a half (1.5) times with a two (2) hour minimum.

Article 26: Re-Opening Clause

With the agreement of all parties any section of the contract may be re-opened for negotiation.

Article 27: Savings Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this

Agreement will not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

Article 28: Personnel Records Review

Each employee may request to inspect his or her official personnel file maintained by the Employer. Inspection of the individual's personnel file must be by scheduled appointment requested in writing or by phone call to the Employer. Appointment must be during the regular scheduled work hours of the administrative staff of the Department. An employee will be entitled to have a representative of his or her choice accompany him or her during such review. Any employee may copy documents in his or her official personnel file.

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

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

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

The following information from an employee's personnel file must 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 must 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 29: Labor and Management Meeting

Labor and Management Discussion Meetings must be called by mutual agreement to discuss problems of mutual concern of the parties in the labor/management area.

The labor and management committee is to consist of no more than the three (3) designated committee members from the Union and no more than three (3) representatives from Management.

The discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

Both parties must present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union must notify the Fire Chief of the names of those committee persons who will be in attendance.

The parties must consider alternately the consecutively placed items from both lists.

The parties are encouraged to present their items expeditiously. Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings.

Article 30: Wellness Days

Section 1

Bargaining unit employees shall be granted up to two (2) personal days of leave for 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, 12, 24 hours).

Section 2

Personal days accrued will not exceed four (4) days at any one time. When two (2) or more bargaining unit employees request the same leave time off, subject to the staffing needs of the Department, the leave will he granted to the employees in the order that the employer received the requests.

Article 31: Vacation

All calculations for accrual of vacation time must be based on full-time employee's anniversary date..

Employees must earn vacation leave according to their number of years of service with governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other entities applies to new hires on or after the effective date of this agreement and must be accrued each pay period as follows:

A. Zero (0) through Five (5) years - 80.0 hours (or its equivalent) 5 days of vacation,
computed 3.1 hours per pay period.

B. Six (6) through Ten (10) years - 120 hours (or its equivalent) 7.5 days of vacation, computed 4.6 hours per pay period.

C. Eleven (11) through Fifteen (15) years - 144 hours (or its equivalent) 9 days of vacation, computed 5.54 hours per pay period.

D. Sixteen (16) through Twenty-Five (25) years - 176 hours (or its equivalent) 11 days of vacation, computed 6.77 hours per pay period.

E. Twenty-six (26) or more years - 200 hours (or its equivalent) 12.5 days of vacation, computed 7.7 hours per pay period.

Vacation request:

a. Vacation request will be considered in order of rank and seniority, and will be evaluated against the need to maintain efficient township operations. The final scheduling of employees' vacation must be the responsibility of the Township and must be consistent with an efficient work schedule.

b. The vacation request form with procedures will be circulated at the beginning of each calendar year during the fourth quarter of the preceding year.

When a scheduled holiday falls within an employee's scheduled vacation leave, that employee will be credited with eight (8) hours of holiday time.

Each unit crew is considered separately for vacation selection.

Vacation selection is based on the calendar year, January 1st through December 31st.

The career minimum staffing standards must apply when considering vacation requests.

An employee may select vacation time in the form of individual days or weeks according to the selection policy. Vacation time must be taken in full day or shift (eight hours for daytime; 16 hours for shift employees) or half day (four hours for daytime; eight hours for shift employees).

Request to change vacation selection must be submitted in writing at least one shift prior to the original selected dates.

Vacation carry-over:

a. Full-time employees must take a minimum of 80 hours vacation each year after one year of employment. A full-time employee may carry accumulated vacation leave of a maximum of 80 hours forward to the next year. Accrued vacation leave in excess of 80 hours is dropped and lost on January 1st of the new year.

Any unused vacation time will be paid to the employee upon termination of employment.

Article 32: Leaves of Absence

Sick Leave.

1. Use of sick leave. Sick leave must be granted to the employee, only upon approval of the Fire Chief, which may be subject to the approval of the Township Administrator or Board of Trustees or both, for the following reasons (except illness or injury of the employee is not subject to prior approval of the Fire Chief):
    a. Illness or injury of the employee or exposure to a contagious disease, where the presence of the employee at his or her job would jeopardize the health of others.
    b. Death of a member of the employee's immediate family. Sick leave usage is limited to five working days; two and a half (2.5) duty tours for a shift worker for each event.
    c. Medical, dental or optical examinations or treatment of the employee.
    d. In emergency situations, the employee may use sick time subject to the Fire Chief’s approval, to tend to an ill or injured immediate family member.
2. Definition of immediate family. Mother, father, spouse, child, stepchild who lives with the employee, brother, sister, grandparent, grandchild, mother-in-law, father-in- law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who stands in place of a parent.
3. Notification. Employees should contact the supervisor as soon as possible when they are unable to report for duty due to an illness or injury. Notification must be made directly to the duty shift commander no later than *05:30* hours.
4. Amount of credit. Sick leave credit must be accrued at the rate of 4.6 hours for each 80 hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.

5. Advancements. Advancements of sick time and vacation time must not be allowed.

6. Verification. If necessary, any supervisor designated by the Fire Chief has the authority to check on the employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify need for sick leave or ability to return. Abuse of sick time will result in disciplinary action.

7. Pay for unused credit upon separation. Upon death or retirement, the Township will pay full-time employees with at least ten years of service for one-fourth of the value of up to a maximum of 1440 accrued, unused sick leave credit hours (or a maximum of 360 hours paid upon separation).

General leave of absence. The Trustees or their designated agent may grant leave without pay for a period not to exceed 90 days if the employee will be engaged in training for subjects related to public service, or for urgent personal reasons. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90 days. The extension is also without pay.

Maternity leave. Absence due to pregnancy and childbirth is the same as any other temporary disability; therefore, the same leave policies, regulations and procedures that apply to requests for sick leave or general leaves of absence apply to maternity leave.

Jury duty. Employees required to serve on a jury will be reimbursed as set forth in this Article. Subject to the other provisions of this Article, employees must suffer no loss of regular straight time earnings for time necessarily lost due to jury service, up to a maximum of two weeks in any calendar year. The lost pay will be computed by deducting any amounts of jury pay which the employee has received or is eligible to receive for his or her jury service for the days in question. To be eligible, the employee must present the Township satisfactory evidence of the dates and times of jury service and the amounts of pay which the employee is entitled to receive or has received. If an employee is excused from jury service for the day early enough to return to his or her regular shift, he or she must do so. Employees who expect to be called for jury service must notify the Township as promptly as possible so that the Township may make the necessary arrangements. The Township expects each employee to perform his or her civic duty, and serve when called; however, in exceptional cases the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

<u>Military service.</u> Employees who enter the military service of the United States will be afforded all rights applicable by law. Employees should notify the Township as soon as possible of the need for military absence.

Leaves under the Family and Medical Leave Act.

1. The Township will comply with the Family and Medical Leave Act.

Article 33: Subcontracting

The employer must not subcontract any fire services, emergency medical services and community risk reduction services to the Township currently performed by members of the Union during the life of this agreement.

Article 34: Expiration

This agreement will be effective as of the 1st day of January 2020 and must remain in full force and effect until the 31st day of December 2022.

For the Union:	For the Employer:
___________________________	_________________________________
___________________________	_________________________________
___________________________	_________________________________
Date:______________________	Date:_____________________________

ADMINISTRATION

Department: Planning & Zoning

Department Head: Geoff Milz, Administrator

Motion to appoint member to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC)

Recommended appointment of Michael Ionna as the Colerain Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments' Intermodal Coordinating Committee (ICC).

Rationale:

The ICC members provide general technical advice for the Executive Committee and Board of Directors as required, and review and comment on technical issues associated with the various studies and recommended plans before submission to the Executive Committee or Board of Directors. The ICC also advise and assist the Deputy Executive Director and staff in obtaining data required for continuing transportation planning commensurate with the Unified Planning Work Program, and other agreements for all areas of planning.

Mr. Ionna is recommended to fill the existing vacancy for the Colerain Township staff representative on this committee. Mr. Ionna has previously served on this committee and on OKI committees in previous roles. As the Planning Director for Colerain Township, he possesses the requisite skill set and insight into this community to be an effective member of this committee.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Anthem for Accident Death and Dismemberment - Correction

Recommend adoption of all consent items.

Rationale:

Colerain Township currently using Anthem to offer voluntary Accidental Death and Dismemberment policies to employees. An issue was found with the group structure, where Anthem had previously thought that all employees with Voluntary Life would be counted in the Voluntary AD&D. This contract cleans up the group total for Anthem's underwriters.

AnthemLife

Disability and Life

Group Life Benefits

A proposed benefits program for: Colerain Township

Effective: 8/1/2019

Benefits provided by: Anthem Life Insurance Company

Proposal ID: 4858271_1_1

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Rate and Premium Summary

Basic Coverage	Number of Lives	Monthly Rate	Volume	Monthly Premium
Basic Group Term Life	174	$0.100 per $1000	$8,652,500.00	$865.25
AD&D	174	$0.020 per $1000	$8,652,500.00	$173.05
			Total Monthly Group Premium	$1,038.30
			Total Annual Group Premium	$12,459.60

Voluntary Coverage	Number of	Monthly Premium	Volume	Annual Premium
Optional Supplemental Life - Employee	76	$1,894.68	$11,080,000.00	$22,736.16
Optional Supplemental Life - Spouse	32	$354.20	$1,610,000.00	$4,250.40
Optional *Voluntary* AD&D - Employee	TBD	$TBD	$TBD	$TBD
Optional *Voluntary* AD&D – Spouse	TBD	$TBD	$TBD	$TBD
Optional Supplemental Life - Dependent Child	37 (units)	$89.60	$560,000.00	$1,075.20
			Total Monthly Group Premium	$2,782.63
			Total Annual Group Premium	$33,391.56

The number of lives, volume and premiums displayed are based on assumptions. Actual number of lives, volume and premium totals may vary at enrollment.

Optional Supplemental Group Term Life, Accidental Death and Dismemberment, Dependent Life Rates*

Coverage	Age bands	Monthly Rate per $1,000
Optional Supplemental Life Employee and Spouse (based on employee age)	Under 25	$0.060
	25-29	$0.060
	30-34	$0.070
	35-39	$0.090
	40-44	$0.139
	45-49	$0.220
	50-54	$0.350
	55-59	$0.528
	60-64	$0.688
	65-69	$1.148
	70-74	$2.508
	Over 74	$5.268
	Optional Supplemental Dependent Child(ren)	$0.160 per $1000 (covers all dependent children)

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Voluntary Accidental Death and Dismemberment Rates

Coverage	Age	Monthly Rate Per $1,000
Voluntary AD&D (employee only)		$0.035 Per $1,000
Voluntary AD&D (spouse only)		$0.035 Per $1,000

***DEVIATION:** Current carrier applies a separate Spouse rate table; Anthem list-billed administration provides one rate table for Employee and Spouse.

Contact your Anthem Life representative today to discuss the features of this proposal and hear more about Anthem Life's valuable programs.

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Plan Design

Basic Group Term Life, Accidental Death and Dismemberment

Class 1: All Eligible Employees
Eligibility: All Eligible Employees Working 30 Hours per Week

Benefit Schedule

Feature	Description
Basic Life benefits	
Basic life benefit	$50,000
Guaranteed issue limit	$50,000
Living benefit (accelerated death benefit)	75% up to $250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 6 month elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Included with basic life insurance. Although there may be some exclusions, generally, this feature allows employees to keep group term life insurance for themselves and their families in force under a group trust after a job loss, until they turn age 70. Rates for coverage for employees who elect portability coverage are based on the coverage for all individuals covered by portability coverage, provided under the portability pool. Employees pay premium directly to us.
Age reductions	Benefit reduces by 35% at age 65; 60% at age 70; 80% at age 75. All coverage terminates at retirement.
Employee contribution	Non-contributory
Participation requirement	100% of eligible employees must be enrolled for coverage
Accidental Death and Dismemberment benefits	
AD&D benefit	Same as basic life
Guaranteed issue limit	All amounts are guaranteed issue
Age reductions	Same as basic life
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to $10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to $15,000 maximum
Repatriation benefit	Up to $5,000 for transportation and related expenses
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education expenses; annual maximum of $5,000 or actual expense. $40,000 combined maximum for all children.
Coma benefit	1% of AD&D benefit for each full month of coma, up to 8 years
Common carrier benefit	25% of AD&D benefit

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Line of duty accident rider	Included
General Provisions	
Resource Advisor	Included
Travel Assistance	Included
SpecialOffers	Included
Rate guarantee	Rates in this Proposal are guaranteed for 24 months

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Plan Design

Optional Supplemental Group Term Life, Accidental Death and Dismemberment, Dependent Life
Class 1: All Eligible Employees
Eligibility: All Eligible Employees Working 30 Hours per Week
Earnings Definition: Base Salary

Benefit Schedule

Feature	Description
Optional Supplemental Employee Life benefits	
Optional Supplemental employee life benefit	Increments of $10,000
Maximum benefit	$500,000 or 5X annual earnings, whichever is less
Guaranteed issue limit*	$150,000 *Grandfather valid in-force amounts*
Living benefit (accelerated death benefit)	75% up to $250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 6 month elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Included with Optional Supplemental life insurance. Although there may be some exclusions, generally, this feature allows employees to keep group term life insurance for themselves and their families in force under a group trust after a job loss, until they turn age 70. Rates for coverage for employees who elect portability coverage are based on the coverage for all individuals covered by portability coverage, provided under the portability pool. Employees pay premium directly to us.
Age reductions	Benefit reduces by 35% at age 65; 60% at age 70; 80% at age 75. All coverage terminates at retirement.
Optional Supplemental Dependent Life benefits	
Optional Supplemental dependent life benefit*	Spouse: Employees may choose a Spouse Benefit in increments of $5,000 up to $250,000 Children: Employees may choose a Child Benefit in increments of $5,000 up to $15,000 *Grandfather valid in-force amounts* Coverage begins at 15 days from birth. Children are eligible until they reach age 26.
Guaranteed issue limit	Spouse: $30,000 Child(ren): $15,000 *Grandfather valid in-force amounts*
Age reductions	Reduces in accordance with employee's age and reduction schedule; Terminates at employee's retirement.
Benefit limitation	Dependent benefits may not exceed 100% of the employee Optional Supplemental Life benefit amount
Spouse Rate Basis	Spouse rates are based on employee's age
Portability	Included
General Provisions	

Employee contribution	100% employee paid
Participation requirement	Greater of 5 enrolled lives or 20% of Eligible Employees
Rate guarantee	Rates in this Proposal are guaranteed for 24 months

***DEVIATIONS:** Current carrier Employee Guaranteed Issue limit is $200,000. Current carrier Child benefit is $2,500 to $20,000.

Plan Design

Voluntary Accidental Death & Dismemberment

Eligibility: All eligible employees working 30 or more hours per week
Class 1: All Eligible Employees

Earnings Definition: Base Earnings

Benefit Schedule

Feature	Description
Voluntary AD&D benefit	$10,000 increments
Guaranteed issue limit	All amounts are Guaranteed Issue
Minimum	$10,000
Maximum	$500,000 or 5x annual earnings, whichever is less
Dependent benefit	Spouse: Employees may choose a Spouse Benefit in increments of $5,000 up to $250,000 not to exceed 100% of the employee benefit amount.
Reduction schedule	Benefit reduces by 35% at age 65; 60% at age 70, 80% at age 75. Terminates at retirement.
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to $10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to $15,000 maximum
Repatriation benefit	Up to $5,000 for transportation and related expenses
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education; Annual maximum of $5,000 or actual expense. $40,000 combined maximum.
Coma benefit	1%of AD&D benefit for each full month of coma, up to 8 years
Common carrier benefit	25%of AD&D
Employee contribution	100% employee paid
Participation requirement	Greater of 10 enrolled lives or 20% of Eligible Employees
Rate guarantee	Rates in this proposal are guaranteed for 16 months

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Proposal Assumptions

The rates are guaranteed from the effective date on this proposal for the number of months stated in the Rate Guarantee. A fully insured funding arrangement has been quoted.

If the census of enrolled employees changes by more than 10% from the census used for this proposal, we reserve the right to revise the rates based on the final enrolled census.

Groups must be in business for at least 1 year to be eligible for Disability benefits; no restriction for Life benefits.

This proposal assumes list-billing services.

SIC Code assumed for this proposal: 9199

Broker Commission for Basic Life is: 15%
Broker Commission for Optional Supplemental Life is: 15%

The master policy will be issued and will reflect the laws and requirements of OH. Product features and provisions of this proposal can vary based on state requirements.

Proposal issued on: 08/10/2018. This proposal expires 90 days from the date quoted or the proposed effective date, whichever is later.

Employees whose wages are reported on Form 1099 in lieu of Form W-2 are not eligible for coverage.

Employees must be actively at work, at least 17 years of age and working in the United States, in order to become insured. Employees not actively at work on their effective date will become eligible for insurance after completing the waiting period specified in the policy unless otherwise noted on the schedule of benefits.

We generally will consider a "no-loss/no-gain" basis of insurance for employees who are not actively at work:

- This means that no employees will lose or gain coverage solely as a result of the change in carriers.
- Employees who are not actively at work due to disability, injury or illness remain the liability of the prior carrier.
- All others not actively at work on the effective date may be covered under this policy, provided the required premium is paid and they were covered by the prior carrier's policy up to the effective date of our policy.
- In order to consider "no-loss/no-gain" coverage, we require information on all employees who are non-actives immediately prior to the effective date of this policy. This listing must include: names, birthdates, benefit amounts, last date worked, reason for not working, and the expected return to work date. We will review this information for our determination of liability and rate review.

This Proposal is not the Contract. This proposal provides coverage highlights only, and does not modify, expand or interpret any provisions of the policy. Unless otherwise stated, this proposal and subsequent policy will be issued using Anthem Life Insurance Company's standard policy wording. The policy to be issued will contain complete details of benefits, policy provisions, limitations, etc. A specimen copy is available upon request. In case of a conflict between the proposal and policy, the terms of the policy will govern.

Timely enrollment is required for new employees. Employees hired after the effective date of the plan will become eligible for insurance after completing the waiting period specified in the policy.

If employees do not enroll in any contributory program within 31 days of first becoming eligible, they will be required to furnish evidence of insurability at their own expense.

A minimum of 20% participation is required for the Optional Supplemental Life/Optional Voluntary Life Guaranteed Issue amount to be valid. If participation is less than this minimum, all enrollees are subject to Evidence of Insurability on all amounts of coverage, with no Guaranteed Issue amount. Current participation is 44% which allows the Guaranteed Issue amounts shown in the Plan Design and Rates sections.

The following section on enrollment prior to the Cost Assumptions below was applied to initial sold case and is not applicable to the revision on 6/18/19:

Currently insured and late entrant employees may elect Optional Supplemental or Optional Voluntary Life coverage up to **$100,000** (Spouse $30,000); for elections in excess of this amount, satisfactory evidence of insurability must be provided.

We will grandfather the current enrolled employees' benefit amounts as long as:

- We receive a list of the current insured employees and their benefit amounts
- Our Underwriting staff approves this list.

After the one-time open enrollment period, Evidence of Insurability will be required for all benefit amounts for late entrants who did not elect coverage when they were initially eligible and for current insureds electing an increased benefit amount. The Guaranteed Issue amount will only apply to newly hired employees who were not eligible for Optional Supplemental or Optional Voluntary Life benefits prior to the effective date.

COST ASSUMPTIONS:

The rates included in this proposal are based on the plan design as specified herein and on the Proposal Assumption page. We reserve the right to modify the quoted costs as deemed appropriate by Anthem Life Insurance Company if the plan design is modified or any of these assumptions are incorrect. The proposal and rates appearing in this Proposal are based upon the data submitted and its accuracy. The actual rates charged will be based upon the ages, amounts and experience data of the persons insured. The above rates assume that coverage will be provided on a non-participating (i.e. non-retention) basis.

Not all benefits are available in all states; benefits and features may vary by state. The benefit descriptions contained in this Proposal are intended to be a brief outline of coverage and are not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

I acknowledge these benefits have been selected for employees and eligible dependents, if applicable. Benefits are subject to the terms and conditions of this proposal and the application to which it is attached. Commissions are paid at the rate set forth above.

Authorized Employer Signature Title Twp. Administrator Date 9.11.19

Broker Signature Date

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Benefit Highlights

Group Basic Life, Optional Supplemental Life & Accidental Death and Dismemberment Benefit Highlights

All benefits are subject to all provisions, exclusions and limitations of the Policy and Certificate.

Living benefit (accelerated death benefit) Employees can ask for up to 75% of their life benefit to be paid while living if they are terminally ill with less than 12 months to live.

Basic, Optional Supplemental accidental death and dismemberment (AD&D) insurance pays a benefit to the beneficiary if death is caused by an accident. Also pays part of the benefit if an accident results in the loss of sight, a limb, certain fingers or toes, speech, hearing, or paralysis. AD&D coverage includes extra benefits that also pay for certain losses:

- *Seat Belt Benefit* pays an extra 10% of the benefit amount up to $15,000 if employees die in an auto accident while wearing a seatbelt.
- *Air Bag Benefit* pays an extra 10% of the AD&D benefit amount up to $10,000 if employees die in an auto accident while wearing a seatbelt in a car that has an airbag.
- *Child Education Benefit* helps pay eligible child's college costs if an employee dies in an accident; up to 5% of the AD&D benefit per year for each child's post-secondary education, up to an annual maximum of $5,000 or actual expense. There is a maximum combined benefit of $40,000 for all eligible children.
- *Repatriation Benefit* helps pay costs, up to $5,000, to prepare and transport the body if an employee dies in an accident more than 75 miles from home.
- *Common Carrier Benefit* pays up to 25% of the AD&D benefit if an employee dies in a public transportation accident.
- *Coma Benefit* pays up to 1% of the AD&D benefit for each full month in a coma up to 8 years, if an employee is in a coma due to an accident.
- *Line of Duty Benefit* is available for Public Safety groups and increases the accidental death benefit by 50% if an employee dies from an accident in the line of duty.

Optional Supplemental group term life
Employees can add extra life insurance coverage and have it deducted from their paychecks.
This coverage allows you to offer higher life benefits without increasing your benefits budget. This also includes optional supplemental accidental death and dismemberment and optional supplemental dependent life coverage.

Guaranteed issue limit is the amount of life coverage an employee can choose without submitting evidence of insurability (medical information that must be reviewed and approved).

If an employee elects a coverage amount greater than the guaranteed issue limit, he or she must give satisfactory health evidence to us and we must approve it before the amount of coverage over the guaranteed issue limit will become effective.
This applies:

- When the employee first becomes covered;
- When the employee's class changes;
- If the insurance amount is changed by an amendment or endorsement to the group policy.

When we approve the evidence and the employee meets the actively-at-work requirement, the amount of employee life insurance will be increased on the first of the following month.

Group Name: Colerain Township **Proposal ID:** 4858271_1_1

Optional Supplemental dependent life insurance
Employees may select dependent life insurance coverage for their spouse and children.

Continuation - Employees can keep their life insurance in place if they leave or lose their job, by converting the life coverage to an individual life policy and paying the premiums directly to us.

Portability - Included with basic life and optional supplemental life insurance. Although there may be some exclusions, generally, this feature allows employees to keep group term life insurance for themselves and their families in force under a group trust after a job loss, until they turn age 70. Rates for coverage for employees who elect portability coverage are based on the coverage for all individuals covered by portability coverage, provided under the portability pool. Employees pay premium directly to us.

Enrollment type at group effective date - Open enrollment during the established 30 day enrollment window - Currently insured and late entrant employees may elect coverage up to $100,000; for amounts in excess of $100,000, satisfactory evidence of insurability must be provided.

For new hires, Evidence of Insurability will be required for all benefit amounts in excess of the Guaranteed Issue amount shown in the Plan Design.

D&L Underwriter: A. Darling