

MEMORANDUM OF UNDERSTANDING

By and between the parties, the FOP/Ohio Labor Council, Inc., hereinafter the (Union), and the City of Canal Fulton, Stark County, Ohio, hereinafter the (Employer).

1. The parties have reached an agreement regarding the language contained in Conciliator Jaffe's report of March 15, 2011, specifically the language of Article 34, Compensation, Section 34.4 which states, "During the ninety (90) calendar day period prior to December 31, 2011, either party may serve written notice to the other party for the purpose of reopening negotiations regarding compensation..."
2. The Union, having properly served a notice to negotiate to the City, states that the parties have agreed to the following economic changes:
 - A. There will be no general wage increase for the Bargaining Unit for 2012.
 - B. There will be an across the board two percent (2%) wage increase for all Bargaining Unit Members effective January 1, 2013.
 - C. Effective on the execution of this Memorandum of Understanding, each Bargaining Unit Member shall receive a cash stipend signing bonus equal to five hundred dollars (\$500.00).
 - D. The Employer and the Union further agree to amend the language of Article 3, Section 3.5 as follows, "***In the event the Employer determined that it is necessary to fill a vacancy in scheduled hours of work created due to the absence of a full-time bargaining unit member, it shall be filled as follows:***

In the event of a planned absence, which shall be defined as any absence of a full-time bargaining unit member from a scheduled shift for which the Employer receives forty-eight (48) or more hours' notice of the absence, the Employer may first utilize part-time employees to fill the absence. If there are no part-time employees available or the Employer chooses not to utilize part-time employees, the Employer shall offer the available hours to full-time bargaining unit members.

In the event of an unplanned absence, which shall be defined as any absence of a full-time bargaining unit member from a scheduled shift for which the Employer receives less than forty-eight (48) hours' notice, the Employer shall offer the available hours first to full-time bargaining unit members; if no full-time bargaining unit members are available, the Employer may then utilize part-time employees to fill the absence."
3. Finally, by execution of this Memorandum of Understanding, both parties have reached full and final settlement of these negotiations.

FOR THE UNION:

Chuck Choate 12-7-11
Chuck Choate, (Date)
Senior Staff Rep., FOP/OLC

John Barabasch (Date)

FOR THE CITY:

Mark Cozy 12-6-11
Mark Cozy (Date)
City Manager, City of Canal Fulton

John Grogan 12/4/11
John Grogan (Date)
Mayor, City of Canal Fulton

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 10-MED-09-1150
OHIO LABOR COUNCIL, INC.,	}	
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	(This will close the open case for
CITY OF CANAL FULTON,	}	Case No.(s): 11-MED-10-1451)
EMPLOYER.	}	
	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

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

Respectfully Submitted



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Matthew B. Baker
mbaker@clemansnelson.com