

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the 11th day of December, 2012 between the City of Lancaster, Ohio ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc., on behalf of the Communications Technicians, ("Union") for the sole purpose of providing the Employees an opportunity to carry forward additional hours of leave time received during the calendar year 2012 into the calendar year 2013 by amending and modifying the Collective Bargaining Agreement currently in effect from January 1, 2011 through December 31, 2013 (hereinafter "Contract").

Whereby, the parties hereby stipulate:

1. that the parties negotiated in good faith a Collective Bargaining Agreement that will be in effect January 1, 2011 through December 31, 2013;
2. that the parties agree that during the calendar year 2012, the staffing levels of communications technicians was below the authorized strength due to resignations, retirements and other causes of voluntary termination of employment;
3. that the parties agree that, in order to maintain the appropriate level of staffing for operational needs in the communications center, Communications Technicians during the calendar year 2012 were unable to utilize the earned leave time they earned and oftentimes worked on their regularly scheduled days off;
4. that the parties agree to this Memorandum of Understanding in an effort to assist the current Employees in retaining their earned leave time and not being forced to lose this earned leave time or receiving a cash payout;
5. that according to Article 10.03, Compensatory Time, "Employees may carry... up to eighty (80) hours in calendar year 2006 and thereafter of comp time. Comp time must be used or cashed in within one (1) year after it is earned.";
6. that according to Article 24, Holidays, "[h]olidays must be used or cashed out within the year that they are issued with the exception of the Veterans Day, Christmas and Thanksgiving Holidays, which may be carried over into the following year. Any carried over holidays must be used or cashed out within the year they are carried into.";
7. that according to Article 26, Vacations, "[o]nly one (1) vacation week may be carried over to the next calendar year. The carried over week must be used in that next calendar year or it is lost.";

Therefore, the parties hereby agree:

1. that the Contract referenced above is incorporated into this Memorandum of Understanding as if fully rewritten;
2. that all Articles and Sections of the Contract not specifically modified and amended by this Memorandum of Understanding as stated below shall continue in

full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties;

3. that all modifications and amendments by this Memorandum of Understanding as stated below shall continue in full force and effect until the expiration of the Contract and until a successor Contract has been negotiated between the parties;
4. that the parties agree that this is a one time opportunity, shall not be precedent setting, and shall not be used as evidence of past practice in current or future negotiation of Collective Bargaining Agreements between the parties.
5. that the Contract is hereby amended and modified to include the following:

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.03 Compensatory Time "Comp" time may be granted in lieu of overtime at the Employees' option. Employees may carry over up to one hundred (100) hours in calendar year 2005 and up to eighty (80) hours in calendar year 2006 and thereafter of comp time. *For calendar year 2012 only, and due to special circumstances, Employees may carry over up to one hundred twenty (120) hours in calendar year 2012 into calendar year 2013.* Comp time must be used or cashed in within one (1) year after it is earned.

ARTICLE 24 HOLIDAYS

Section 24.02 Holiday Pay

All employees who are covered by this Agreement, whether working on the above-listed holidays or not, are entitled to eight (8) hours of time off from work in observance of each of the above-listed holidays.

If an employee who is covered by this agreement works on any of the above-listed holidays, he/she will be paid at the rate of one and one half (1.5) times their regular rate of pay in addition to the eight (8) hours of time off work.

"Banked" holidays shall be taken at a later time that is mutually agreed upon between the employee and the Chief or the Chief's designee.

Employees who are called in pursuant to Section 10.05 and are required to work on a holiday while on vacation or on a scheduled day off shall receive two (2) times their regular rate of pay for all hours worked. Employees who volunteer to work on a holiday while on scheduled vacation time or on a scheduled day off shall receive one and one half (1.5) times their regular rate of pay for all hours worked.

Members may "bank" or "cash in" unused holidays pursuant to the following:

For all of the holiday observances listed in Section 23.01, members shall be granted one day off in the same manner as compensatory time off.

Holidays must be used or cashed out within the year that they are issued with the exception of the Veterans Day, Christmas and Thanksgiving Holidays, which may be carried over into the following year. *For calendar year 2012 only, and due to special circumstances, Employees may carry over any and all unused Holidays issued in calendar year 2012 into calendar year 2013.* Any carried over holidays must be used or cashed out within the year they are carried into.

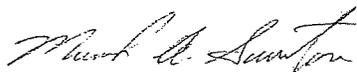
ARTICLE 26 VACATIONS

Section 26.04 Vacation Carry Over

Only one (1) vacation week may be carried over to the next calendar year. *For calendar year 2012 only, and due to special circumstances, Employees may carry over two (2) weeks of vacation time earned in calendar year 2012 into calendar year 2013.* The carried over week(s) must be used in that next calendar year or it is lost.

For Union:

For the City:



Mark A. Scranton, Staff Representative, FOP



David Smith, Mayor



Kim Bever, President, Communications Techs.



Michael J. Courtney, Safety-Service Director

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

}
} Case No(s): 11-MED-09-1289
} (Dispatchers)
}

and,

CITY OF LANCASTER,
EMPLOYER.

}
}
}
}
}

FILING OF MEMORANDUM OF UNDERSTANDING
TO THE 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 to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted,



Tara M. Crawford
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cc: Mr. Micahel J. Courtney
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