

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M.O.U.) is entered into between the City of Athens Ohio (the Employer) and the F.O.P., Ohio Labor Council, Inc. (the Union) to modify Article 16 (Hours of Work and Overtime) and specifically Section 16.2 (Work Day and Work Week) and Section 16.3 (Overtime) of the Collective Bargaining Agreement for the period December 4, 2011 to November 29, 2014.

Whereas Section 16.2 defines the work week for employees covered by the Agreement; and

Whereas Section 16.3 defines what constitutes overtime; and

Whereas, because the nature of an employee's specific job assignment may not comport with the definition of the work week;

The parties agree that Sections 16.2 and 16.3 of the Collective Bargaining Agreement shall be modified as stated below and that said modification shall remain in full force and effect for the entire balance of the contract term and until there is a successor agreement between the parties.

Section 16.2 Work Day and Work Week

A work day shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall consist of five (5) work days followed by two (2) consecutive days off. The work week for the officer assigned to narcotics investigation shall be forty (40) hours in a week. Any hours in excess of forty (40) hours shall be paid at the overtime rate.

Patrol Officers, on a limited basis, may be assigned to a Wednesday through Sunday shift where each of the five (5) eight (8) hour work shifts would start at 7 pm, except Sunday when the shift would start at 3pm.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 16.3 Overtime

All hours worked in excess of a scheduled work shift **as defined in Section 16.2 above** or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Stands Act. Overtime shall be computed to the nearest half hour.

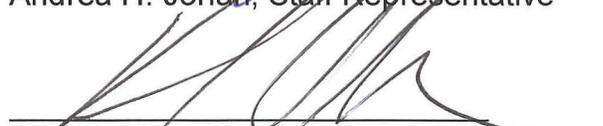
The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday.

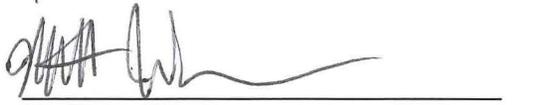
There is no guarantee of overtime to any employee.

Date 5-18-12

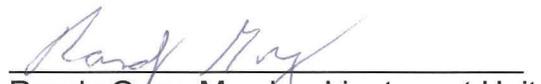
For the FOP, Ohio Labor Council Inc.:

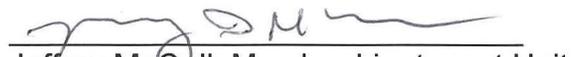

Andrea H. Johan, Staff Representative


Krishea Osborne, Member Patrol Unit

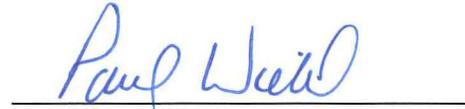

Mathew Warren, Member Patrol Unit


Sheena Deak, Member
Communication Unit


Randy Gray, Member Lieutenant Unit


Jeffrey McCall, Member Lieutenant Unit

For the City of Athens:


Paul Wiehl, Mayor


Patrick J. Lang, Director of Law


Paula H. Moseley, Service-Safety,
Director


Claudia M. Reagan, Human
Resource 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-09-1157
11-MED-09-1158
11-MED-09-1159

and,

CITY OF ATHENS,
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
Paralegal
F.O.P., O.L.C.I.
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Columbus, Ohio 43215
614-224-5700

cc: Mr. Patrick Lang
pland@ci.athens.oh.us