

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("this MOU") is entered into on the 1st day of October, 2012 between the City of Marietta, Ohio ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. on behalf of the four (4) bargaining units of the Marietta Police Department ("Union"), for the sole purpose of amending and modifying the Collective Bargaining Agreement currently in effect from November 1, 2011 through October 31, 2014 (hereinafter "Contract").

Whereas,

1. The Employer and Union entered into a Memorandum of Understanding on the 29<sup>th</sup> day of October, 2011 ("2011 MOU"). The purpose of the 2011 MOU was to resolve contract issues. The terms of the agreement contain a "me too" clause stating in part "should any City of Marietta Employee or group of Employee's, Union or Non Union, receive a wage increase, then all Bargaining Unit Employees shall also receive that same increase in percentage form added to their base wage rate."
2. Article 28 (Duration of Agreement) Section C affords either party the option to reopen the Contract for negotiation of wage scale and health insurance premiums.
3. During negotiations between the Employer and the International Association of Fire Fighters, Local No 442 the parties agreed to a new pay scale containing a two (2%) percent hourly wage increase effective November 1, 2012 and a two and one half (2 ½ %) percent hourly wage increase effective November 1, 2013. The same wage increase applies to the Teamsters Union effective in 2013 and 2014. The parties also agreed that the Fire Fighters and Teamsters Union would pay the same health insurance premiums as the Police Union during the term of their contact.

Whereby, the parties hereby stipulate:

1. This MOU is incorporated into the above mentioned Contact.
2. That all Articles and Sections of the Contract not specifically modified and amended by this MOU 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 the Contract between the Fire Fighters Union, Teamsters Union and the Employer does trigger the "me too" clause mentioned above as it pertains to wages. Neither party has a desire to reopen negotiation of Article 18 (Wages) Section 18.1 however this MOU will satisfy the terms of the 2011 MOU as it pertains to wages.

4. That neither party has a desire to reopen Article 23 (Insurance) Section 23.B since the "me too" clause was not triggered with the Contract entered into between the Employer and Fire Fighter Union or the Contract between the Employer and the Teamsters Union.
5. That the modifications and amendments to the Wage scale below, by and through agreement of the parties, shall be effective from November 1, 2012 through October 31, 2014 or until such time as modified through negotiation of a successor Contract.
6. That normal wage step increases shall not be affected by this MOU.
7. That the terms of this MOU fully satisfy the parties' obligations pursuant to Article 28, Section C and the 2011 MOU, which shall cease to have any further effect. The Union and its members shall not grieve or initiate any other action regarding the 2011 MOU and shall not grieve or initiate any other action regarding this MOU except a grievance to enforce its terms.
8. That, since Union did file Notices to Negotiate for its bargaining units but the parties have reached this MOU, Employer and the Union shall file a joint notification of their tentative agreement with SERB pursuant to Ohio Admin. Code 4117-9-02(F)(3). The Union authorizes the Employer to complete this filing.

Therefore, Article 18 (Wages) Section 18.1 Wage Steps of the Contract is hereby amended and modified and the parties hereby agree:

**ARTICLE 18**

**WAGES**

SECTION 18.1 WAGE STEPS

The following are wage scales for full-time employees covered by this agreement. ~~The 2011 wage rates shall remain in effect until such time as modified by agreement or other terms of this Agreement.~~

A. 2011

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
Clerk	\$11.56	\$12.45	\$13.37	\$14.31	\$15.44
Assistant Records Administrator	\$11.92	\$12.91	\$13.39	\$14.38	\$15.57

Records Administrator	\$13.88	\$15.41	\$16.05	\$16.84	\$17.53
Dispatcher	\$14.44	\$15.75	\$17.03	\$18.32	\$19.65
Police Officer	\$17.22	\$18.89	\$20.53	\$22.21	\$23.95
Sergeant	\$27.08				

**B. Effective November 1, 2012 all bargaining unit members shall receive a two (2%) percent wage increase reflected in the scale below.**

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
Clerk	\$11.79	\$12.70	\$13.64	\$14.60	\$15.75
Assistant Records Administrator	\$12.16	\$13.17	\$13.66	\$14.67	\$15.88
Records Administrator	\$14.16	\$15.72	\$16.37	\$17.18	\$17.88
Dispatcher	\$14.73	\$16.07	\$17.37	\$18.69	\$20.04
Police Officer	\$17.56	\$19.27	\$20.94	\$22.65	\$24.43
Sergeant	\$27.62				

**C. Effective November 1, 2013 all bargaining unit members shall receive a two and one half (2.5%) percent wage increase reflected in the scale below.**

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
Clerk	\$12.08	\$13.02	\$13.98	\$14.97	\$16.14
Assistant Records Administrator	\$12.46	\$13.50	\$14.00	\$15.04	\$16.28
Records Administrator	\$14.51	\$16.11	\$16.78	\$17.61	\$18.33

Dispatcher	\$15.10	\$16.47	\$17.80	\$19.16	\$20.54
Police Officer	\$18.00	\$19.75	\$21.46	\$23.22	\$25.04
Sergeant	\$28.31				

At the sole discretion of the appointing authority, a bargaining unit member may receive starting pay at a step other than the start step, if, at the time the bargaining unit member becomes employed by the Department, he or she has previous experience in their position with the Department, and has obtained all other certification necessary for their position with the Department.

**For the Union:**

**For the Employer:**

Wesley G. ...

Thomas C. ...

Carol Marshall

Ronald G. Noke

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 11-MED-09-1142
OHIO LABOR COUNCIL, INC.,	}	11-MED-09-1143
EMPLOYEE ORGANIZATION,	}	11-MED-09-1144
	}	11-MED-09-1145
and,	}	
	}	(This will close the open case for
CITY OF MARIETTA,	}	Case No.(s): 12-MED-09-1018
EMPLOYER.	}	12-MED-09-1019
	}	12-MED-09-1020
	}	12-MED-09-1021)

FILING OF COLLECTIVE BARGAINING AGREEMENT (Addendum)
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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



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