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MEMORANDUM OF UNDERSTANDING AND SETTLEMENT OF CLAIMS

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
CORRECTION OFFICER UNIT
AND THE CITY OF LORAIN

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Lorain ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union").

Whereas the parties have previously entered into a collective bargaining agreement dated January 1, 2014 through December 31, 2016, hereinafter referred to as the "Agreement", the parties now wish to enter into a "MOU" to clarify and correct Section 31.1 to reflect the correct wage scale for "LEADS" certified employees in this bargaining unit;

Whereas, the parties agree that there was a typographical error in the section and agree to correct said error with this MOU;

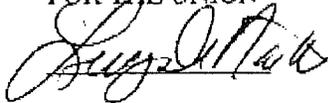
Whereas, the bargaining unit filed a grievance on November 23, ~~2014~~ ^{2015 LAD 8/18/14} (Attached as Exhibit B).

Now, therefore, the parties agree as follows:

1. In addition to the language already included in section 31.1, the LEADS certified scale (as attached in exhibit A) shall be and addendum and incorporated into the Agreement as if fully re-written therein;
2. LEADS Certified employees shall be paid at the rate reflected in Exhibit A from the date of execution of this MOU until the expiration of the Collective Bargaining Agreement between the parties – NOTE: All current employees in this bargaining unit are in their second year or beyond, so all of the current employees in this unit will receive pay and retro at the corresponding level - **Second Year: \$36,454.70;**
3. In addition to paragraph 3 above, members of the Bargaining Unit who were paid incorrectly shall receive retroactive pay in accordance with the wage scale attached in Exhibit A – this retroactive pay shall be for all time worked and paid from the date of the filing of the Grievance (attached as exhibit B) to the date of the execution of this MOU.
4. The FOP/OLC agrees to withdraw the grievance dated November 23, ~~2014~~ ^{2015 LAD 8/18/14} (Exhibit B) with prejudice, and agrees that this MOU settles all matters contained therein.

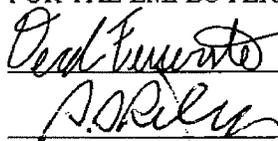
IN WITNESS WHEREOF, the Parties have knowingly and voluntarily executed or caused their authorized representatives to execute this Agreement as dated below:

FOR THE UNION



Date: 8/18/16

FOR THE EMPLOYER



Approved as to form
Lorain Law Director
8/25/16

EXHIBIT A

Corrected Wage Scale for LEADS Certified employees in this bargaining unit, as referenced in Paragraph 1 of the preceding MOU/Settlement of Claims.

**ARTICLE 31
WAGES**

Section 31.1

LEADS CERTIFIED

Effective November 23, 2015 (in accordance with the MOU between FOP and City of Lorain)

<u>Start</u>	<u>First Year</u>	<u>Second Year</u>
\$31,677.22	\$34,065.74	\$36,454.70

Note: The remainder of Section 31.1 shall remain the same

EXHIBIT B – FOP/OLC GRIEVANCE