

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MIAMI COUNTY COMMISSIONERS

AND

**THE FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.**

Whereas, the Miami County Commissioners, hereunder referred to as the Employer, and the FOP/OLC, hereunder referred to as the Union, are parties to a collective bargaining agreement; and

Whereas, the Union desires to try an alternative schedule which may be advantageous to both parties, and

Whereas, the collective bargaining agreement contains provisions in Article 21, Hours of Work/Overtime, that would preclude the implementation of an alternative schedule wherein a scheduled shift would exceed 8 hours, and

Whereas, the Union proposes to try the alternative schedule for a period of twelve (12) pay periods, beginning the first pay period of 2015.

Now, therefore, the parties agree to the following:

1. Changes to the collective bargaining agreement shall be in effect through the first 12 pay periods (June 20, 2015), unless it is mutually agreeable to extend the change until the expiration of the agreement on December 31, 2016. If it is not mutually agreeable to extend the changes, the parties agree to revert to current contract language.
2. Should staffing shortages necessitate reverting to the current schedule; the parties agree to revert to current contract language.
3. Section 21.2. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during a seven (7) day, 168 consecutive hour, work week. The starting and ending times may vary for each employee's work week to comply with the Fair Labor Standards Act.

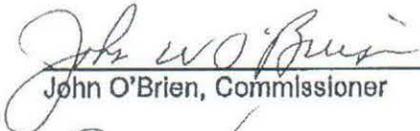
4. Section 21.3. When an employee is required to work in excess of their regularly scheduled work shift or forty (40) hours during the workweek, the employee shall be paid overtime pay for such work at the rate of one and on-half (1½) times the employee's regular hourly rate of pay. Hours of work for the purpose of this Article shall mean all hours in active pay status, which shall be defined as actual hours worked, hours on paid vacation, hours on paid sick leave and hours on paid personal leave. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SIGNATURES

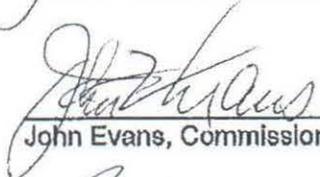
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the 11th day of December, 2014.

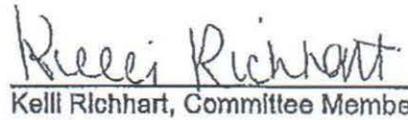
FOR THE BOARD OF MIAMI
COUNTY COMMISSIONERS

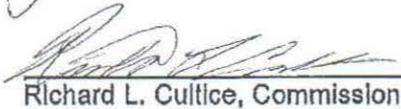
FOR THE FOP/OLC:

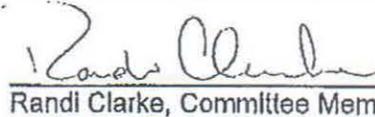

John O'Brien, Commissioner

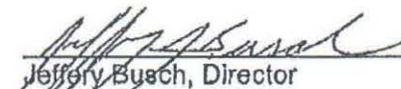
Barry Gray, Staff Representative


John Evans, Commissioner


Kelli Richhart, Committee Member


Richard L. Cultice, Commissioner


Randi Clarke, Committee Member


Jeffery Busch, Director


Nathan Cain, Committee Member


Fred Lord, Management Consultant