

## MEMORANDUM OF UNDERSTANDING

12-01-15  
14-MED-08-1053,  
14-MED-08-1054,  
14-MED-08-1055  
1252-01  
K32480

This Memorandum of Understanding is entered into between the Employer (City of Mount Vernon) and the Union (Fraternal Order of Police, Ohio Labor Council, Inc.) for the purpose of modifying Step 4 Arbitration in Section 10.4 Grievance Procedure of Article 10 Grievance Procedure in the Collective Bargaining Agreement covering the period of January 1, 2015 through December 31, 2017; SERB Case Numbers: 2014-MED-08-1053, 2014-MED-08-1054, 2014-MED-08-1055.

### **The parties 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 including all other sections of Article 10 not specifically modified and amended by this M. O. U. as stated below shall continue in full force and effect until the expiration of the Agreement and until a successor agreement has been negotiated between the parties;
3. that Step 4 of Section 10.4 is hereby amended and modified as follows:

### **The parties agree that the contractual language shall be amended to read as follows:**

#### **Step 4: Arbitration**

If the grievance is not resolved at Step 3, it may be submitted to Arbitration. The FOP/OLC, based upon the facts presented, shall decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the answer at Step 3, the FOP/OLC shall notify the Employer of its intent to seek arbitration over the unresolved issue(s). The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

- A. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request another list of seven (7) arbitrators from FMCS. Nothing shall prevent the parties from mutually agreeing on an arbitrator in lieu of requesting a list of arbitrators from a mediation service. FMCS will be notified of the arbitrator selection and a hearing will be held as soon as possible after the arbitrator confirms appointment.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the arbitration costs will be paid by the losing party.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power or authority to make any decisions:

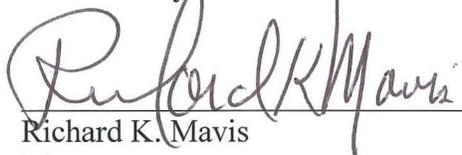
- (a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- (b) Concerning the establishment of wage scales.
- (c) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
- (d) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expenses of any witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

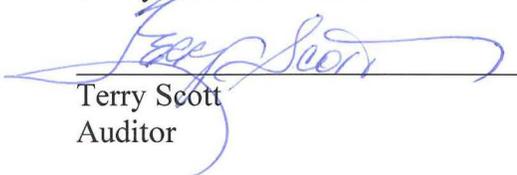
The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety-Service Director of the City and to the Columbus headquarters of the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mount Vernon. **The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.**

Date 11-3-15

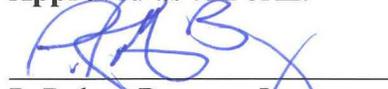
**For the City of Mount Vernon:**

  
Richard K. Mavis  
Mayor

  
David C. Glass  
Safety-Service Director

  
Terry Scott  
Auditor

**Approved as to Form:**

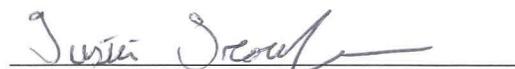
  
P. Robert Broeren, Jr.  
Law Director

**For the Fraternal Order of Police,  
Ohio Labor Council, Inc.:**

  
Andrea H. Johan, Senior Staff  
Representative

  
Jeremiah Armstrong, Union Bargaining  
Committee Member

  
James DeChant, Union Bargaining  
Committee Member

  
Justin Trowbridge, Union Bargaining  
Committee Member

  
Scott McKnight, Union Bargaining  
Committee Member  
*Beth Marti*