

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of Canton (City) and the Fraternal Order of Police/Ohio Labor Council (FOP/OLC).

WHEREAS, the City is facing a multi-million dollar deficit in 2016 in the General Fund and the Canton Police Department is the single largest expense of said fund, the parties agree to the following cost cutting measures:

1) The lieutenant position being vacated by Lt. J. Cole in February, 2016 and the two sergeants' positions being vacated by Sgt. G. Pressley and Sgt. R. Croston in March, 2016, will not be immediately filled and will remain vacant until January 2, 2017.

2) These vacancies will be filled from the current eligibility lists dated June 8, 2015, and May 23, 2014, and attached hereto as Exhibits A and B.

3) In regard to the sergeant list currently set to expire on May 23, 2016, both parties expressly agree that said list will not expire and by agreement will remain in effect until the promotions of three sergeants, two by way of retirement and the third by promotion to the aforementioned lieutenant vacancy, are completed on or about January 2, 2017, at which time the list will expire.

4) The current lieutenants' eligibility list is valid until June 8, 2017, which both parties agree will remain unchanged.

5) Both parties agree that if any other unforeseen vacancies occur within the FOP/OLC bargaining unit prior to January 2, 2017, those vacancies will be filled in accordance with ORC 124.44 and Article 46 (D) of the FOP/OLC Collective Bargaining Agreement.

6) The parties have entered into this agreement pursuant to ORC 4117 as a cost savings measure to satisfy FOP/OLC's proportional share of the aforementioned 2016 General Fund deficit.

7) The parties further agree that despite FOP/OLC wages being based on a wage differential with the Canton Police Patrolman's Association under Article 21 of the FOP/OLC Collective Bargaining Agreement, that the City will make no wage reductions in 2016 even if the CPPA takes wage concessions.

8) The City agrees that it will not attempt to abolish any positions within the FOP/OLC bargaining unit until after May 31, 2017.

This Memorandum of Understanding expires with the current contract and is entered into on a non-precedent setting basis.

FOR THE UNION

By: Lt J. Berley #14  
Date: 2/26/16

FOR THE CITY

By: Andrew M. Berg  
Date: 2/25/16

FOP/OLC

By: \_\_\_\_\_

  
Otto Holm, Representative

Date: \_\_\_\_\_

2/26/16