

09-MED-03-0195  
K28720  
1412-04  
STATE EMPLOYMENT  
2013 APR 15 P 2:19

## MEMORANDUM OF UNDERSTANDING

2013 APR 15 P 2:19

This Memorandum of Understanding is to amend and supersede, where applicable, Article 12.12 of the Collective Bargaining Agreement entered into between the **CITY OF ELYRIA**, hereinafter referred to as "City" or as the "Employer", and the **ELYRIA POLICE PATROLMAN'S ASSOCIATION**, hereinafter referred to as the "Union" or "EPPA", dated the 4 day of April, 2013.

This Memorandum of Understanding is intended to help fairly distribute overtime offered to the patrol division. The City and the Union agree that no other modifications/changes shall be made to this Memorandum or the Collective Bargaining Agreement without being agreed to by both parties in writing.

### Section B-Overtime Offering

**Section 12.12.** Prior to the beginning of each three (3) month lineup, sworn personnel will be polled and asked if they are willing to work overtime during the upcoming lineup. Sworn personnel willing to work overtime on a call out basis will be eligible for overtime on any shift for the days of the week that they signed up for, as long as they are not on double-time status. Officers will be allowed to sign up for a maximum of six days per week (excluding a double time day, there will be a separate double time call out list). There will be a list for each shift and each day.

Once it has been determined which sworn personnel wish to be offered overtime, the lists (one list for each day of the week and each shift within that day) will be established by departmental seniority.

When the need arises to call out an officer, the OIC of the Patrol shift shall refer to the overtime list for the corresponding day of the week and shift that requires OT. The Officer accepting the OT detail agrees to work a minimum of 4 hours or that length of time designated by the OIC, whichever is greater. The OIC shall leave a message for each officer called who was unavailable to take the call. That officer shall be permitted a minimum of five (5) minutes to respond to the OIC's call.

- A. The OIC will start with the senior most person on the daily shift list as defined above. For every person called or contacted, the OIC will enter the date, cris# and one of the four one letter codes (O=On duty, R = refused, W = worked, or M = Message) in the block next to the officer that was called.
- B. If the first officer called is not reached or does not respond within five (5) minutes or refuses to work the OT offered then the OIC will mark the column, and move to the next officer. Once the OT has been filled the OIC will stop with the last officer that accepted the OT.

- C. When OT is needed again for the same day in question the OIC will use the corresponding OT day list and start where the last OIC left off.
- D. In the event where there is insufficient time (half hour) to utilize the OT list, or it was exhausted, the officers on the working shift will be polled. The officer with the most seniority will be first offered the OT until the least senior officer has been offered. Then if no working officer wishes to work the holdover, the on-shift officer with the least amount of seniority on the shift shall be ordered to hold over and work over for up to four (4) hours.
- E. If there is a violation of this section of the contract, the Union and the City agree that the remedy will be that any employees improperly skipped will be granted the opportunity to work two (2) hours of hold over time after a shift of his/her choice within the following two (2) weeks.
- F. Each of the parties to this Memorandum of Understand acknowledge that this Memorandum of Understanding is not precedent setting and neither party is required to engage in negotiations or discussions on any other provision of the Collective Bargaining Agreement unless specified in the Collective Bargaining Agreement or as mandated by law.
- G. Nothing in this Memorandum of Understanding shall be interpreted to limit the authority of the Employer to order a sworn officer to work overtime.
- H. The parties agree that this Memorandum of Understanding shall be filed with the State Employment Relations Board.

**CITY OF ELYRIA**

By: Mary J. Sweeten

Dated: 4-9-2013

And: Shelly C. Brinder

Dated: 4-9-13

**ELYRIA POLICE  
PATROLMAN'S ASSOCIATION**

By:  018

Dated: 4-9-13

And:  313

Dated: 4.9.13

And: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE EMPLOYMENT  
RELATIONS BOARD

APR 15 2 19

April 11, 2013

State Employment Relations Board  
65 East State Street, Suite 1200  
Columbus, Ohio 43215-4213

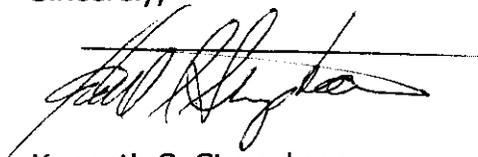
Re: Memorandum of Understanding  
City of Elyria, Ohio and Elyria Police Patrolman's Association

To The Clerk:

Enclosed please find an original and two (2) copies of a Memorandum of Understanding between the City of Elyria, Ohio and the Elyria Police Patrolman's Association for filing with the State Employment Relations Board. Kindly time stamp the enclosed copy and return same to the undersigned in the enclosed self-addressed stamped envelope.

Your cooperation is appreciated.

Sincerely,



Kenneth S. Stumphauzer

KSS/jh

Enclosures

cc: Mary Siwierka, Safety Service Director