

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Ontario Ohio (the Employer) and the FOP, Ohio Labor Council, Inc. (the Union) for the purpose of modifying Section 27.2 of Article 27 Personal Leave in the collective bargaining agreement for the term January 1, 2014 through December 31, 2016 covering patrol officers, sergeants and lieutenants, (SERB case numbers 2013-MED-08-0894 and 2013-MED-08-0895).

The parties agree:

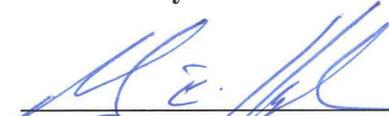
- 1. That all other articles and/or sections of the collective bargaining agreement not specifically modified by this MOU shall remain in full force for the balance of the contract term; and

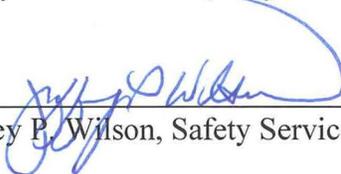
The parties agree to modify Section 27.2 to read as follows:

Section 27.2 Personal leave shall be scheduled with the Chief of Police or his designee and used in the year in which it was earned. Any personal leave not used in the year it was earned, will be lost. The Chief of Police may allow for up to eight (8) hours of personal leave to be paid if it cannot be scheduled in a timely fashion, based on the operational needs of the department. Personal leave shall be used in one (1) hour increments.

Date: 1-15-16

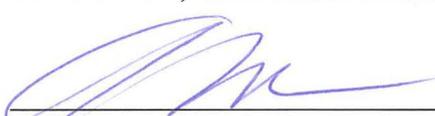
For the City of Ontario:

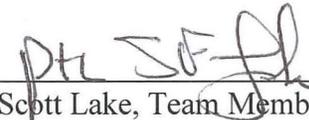

Randy E. Hutchinson, Mayor


Jeffrey P. Wilson, Safety Service Director


Rodney Smith, Police Chief

For the FOP, Ohio Labor Council:


Andrea H. Johan, Staff Representative


Scott Lake, Team Member,
Patrol Unit


Adam Gongwer, Team Member,
Patrol Unit


Tony Grimwood, Team Member,
Supervisor Unit

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Ontario Ohio (the Employer) and the FOP, Ohio Labor Council, Inc. (the Union) for the purpose of amending and modifying Sections 20.4 and 20.5 of the Hours of Work and Overtime Article 20 in the collective bargaining agreement for the term January 1, 2014 through December 31, 2016 covering patrol officers, sergeants and lieutenants, (SERB case numbers 2013-MED-08-0894 and 2013-MED-08-0895).

The parties therefor agree as follows:

1. That all other articles and/or sections and/or other parts of the above-referenced collective bargaining agreement not modified by the MOU, including all other sections of Article 20 shall remain in full force for the balance of the contract term; and

2. Article 20, Section 20.4 shall read as follows:

Section 20.4 The Employer or his/her designee shall rotate the overtime opportunities, according to seniority. An overtime roster list will be created by the Employer with the name of most senior officer at the top of the list followed by the names of all the officers in the division, with the name of the least senior officer in the division at the bottom of the list.

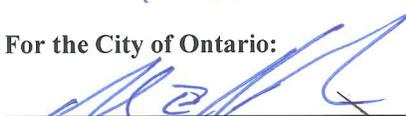
The Employer shall maintain this overtime roster list so that the employees on the roster will rotate, moving upward on the list as overtime assignments are filled. When an overtime opportunity is assigned to the officer at the top of the roster, the officer will then rotate to the bottom of the list. Officers will remain in the rotation, moving upward unless they volunteer for available overtime. Errors in the distribution of hours shall be corrected at the earliest opportunity for overtime to be assigned. The overtime roster list shall be re-started, by seniority at the beginning of every calendar year.

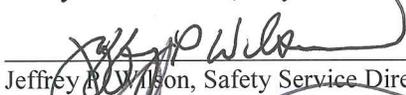
3. Article 20, Section 20.5 shall read as follows:

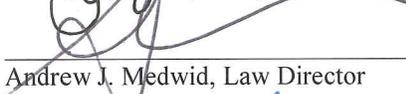
Section 20.5 If the Employer or his/her designee has exhausted the list of potential employees who can fill overtime opportunities, the Chief of Police or his/her designee may order-in employees by mandatory assignment, excluding those employees on days off, vacation, personal days, scheduled off holidays or sick leave. Mandatory overtime assignments shall be made by inverse order of seniority, using a separate roster list for order-ins as described in Section 20.4. If the need is greater than the available staffing, then the Chief of Police or his/her designee may utilize employees on days off, then on other time off as the last resort. The overtime roster list shall be re-started, by seniority at the beginning of every calendar year.

Date: 9-28-16

For the City of Ontario:

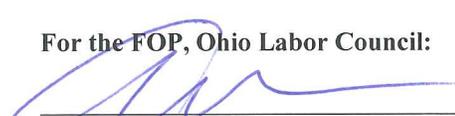

Randy E. Hutchinson, Mayor

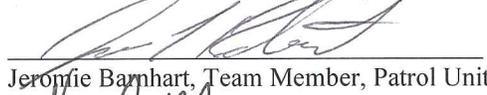

Jeffrey B. Wilson, Safety Service Director


Andrew J. Medwid, Law Director


Rodney Smith, Police Chief

For the FOP, Ohio Labor Council:


Andrea H. Johan, Senior Staff Representative


Jeromie Barnhart, Team Member, Patrol Unit


John Mager, Team Member, Patrol Unit


Jeremy Mohr, Team Member, Patrol Unit


Tony Grimwood, Team Member, Gold Unit


Brian Williams, Team Member, Gold Unit