

11-02-15
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K32219

Memorandum of Understanding
Patrol Union

The current Patrol Union's Collective Bargaining Agreement (CBA) provides in a Memorandum of Understanding and in Section 38.01 respectively:

Promotional Eligibility (Section 38.01/Patrol Agreement): Within ninety (90) days of the ratification of this Agreement, the Police Chief and the FOP members will meet to discuss promotional eligibility requirements. The intent of these meetings will be to implement several requirements in addition to length of service as outlined in Section 38.01. Such requirements will include, but not be limited to education, awards, performance evaluations, training, etc. If the parties cannot agree to new requirements, the only requirement shall be passing the probationary period.

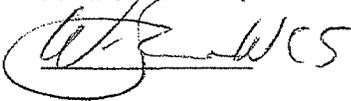
38.01 All promotions in rank which result in an increase in pay, or assignment to a higher pay range, shall be based upon merit and fitness as determined by a uniform examinational process. It shall be the sole right and responsibility of the Employer to administer and evaluate all promotional examinations, assessments, and testing procedures. If the procedure known as an "assessment center" is used for any part of the score, the examiners administering the test shall come from outside the department. One (1) month prior to the administration of any examination, the Employer shall post on department bulletin boards, with a copy to the FOP, the structure of the examination with the weight to be granted for each factor or part of the examinations. Upon request from the FOP, the Employer agrees to meet and discuss the structure and weight factors of an examination prior to the examination being administered. Failure to request a meeting to discuss the structure and weight factors of the examination within two weeks of posting this information shall constitute a waiver of any objections to this issue. In order to be eligible for a promotional examination, an applicant must have or will have completed their probationary period and meet the minimum qualification standards set by the police department. The minimum qualification standards are attached as Exhibit A. The test given shall be based upon factors, references, and authorities posted.

After meeting with the Chief, both parties are not able to come to an agreement on promotional eligibility requirements. At this time it will stand that only requirement for promotional eligibility is a member has to be outside their initial probationary period.

It is understood that this agreement can be renegotiated at any time and can be modified with the agreement of both the Chief and the union. This understanding will expire at the termination of the current CBA, March 31, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 13th day of OCTOBER 2015.

For the Union:



For the Employer:



KATHLEEN A. SHAUGHNESSY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
November 09, 2015
Recorded in
Lake County

Memorandum of Understanding
Patrol Union

Article 22.11 of the current Patrol Union's Collective Bargaining Agreement (CBA) provides:

22.11 Employees who are assigned any duties on their regular shift or contiguous therewith will receive their regular pay for their normal shift and compensatory time or appropriate pay for all hours in excess of their shift.

Range: Any bargaining unit member attending range not contiguous with his shift required by the Employer shall receive compensation at time and one-half (1 ½) the appropriate rate with the minimum guarantee of three (3) hours.

For the purposes of this agreement, "Range Day" will refer to the monthly "Training Day" the employer will offer members of this agreement.

The Chief of Police, in an effort to increase the level and consistency of training of the Painesville Police, has proposed to guarantee one (1) training session per calendar month, totaling twelve (12) per calendar year, at time and one-half (1 ½) the appropriate rate with the minimum guarantee of four (4) hours. Eight (8) of the (12) can be mandatory as dictated by the Chief and/or the training staff.

Bargaining unit member attendance at range (training) will be mandatory expect for the following authorized leave: On-duty assignments, Scheduled days off, Holiday leave, Sick leave, Vacation leave, Bereavement leave, Disability or Military leave, or for any other approved leaves by the Chief of Police or his designee.

In the interest of budgetary concerns, the employer has agreed along with the Patrol Union, that the bargaining unit will accept compensatory time as compensation for attending range (training), as defined in Article 22.11 (Range).

In the event that a member were to exceed the maximum compensatory time hours as defined in 22.16 of the Sergeants and Lieutenants CBA, the employer agrees to waive this rule for range pay. This understanding will expire at the termination of the current CBA, March 31, 2018.

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For the Union:

For the Employer:



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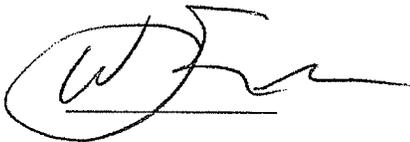
Shift Hours: Within ninety (90) days of the execution of this Agreement, the union and the Police Chief will meet to establish shift hours for the police department. The City will have ultimate authority to establish such hours, however, once established, the Chief must publish said hours and may not change such hours for a period of six (6) months from implementation, unless mutually agreed otherwise. In addition, the chief shall be required to give ninety (90) days notice prior to implementing a change in shift hours. With regard to shift differential, the shift differential outlined in 22.18 shall apply to all hours worked except those hours in Day shift. If work hours/shift move to anything other than eight (8) hour shifts, the parties shall re-address shift differential.

It is the understanding of this Union that the Chief intends to keep the shift hours and number of hours worked per day as it currently stands. He has expressed that he is researching alternate shift options, but he doesn't plan on implementing any changes prior to June 2016. However, January 1st, 2016 he will be changing the shift numbers to Shift 1 (dayshift), Shift 2 (afternoons) and Shift 3 (midnights).

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