

MEMORANDUM OF UNDERSTANDING  
12 HOUR SHIFT SCHEDULE

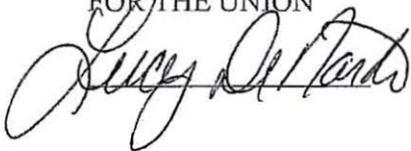
The City of Conneaut and the FOP/OLC do hereby agree to the following with regard to a Consolidated Work Week (CWW) / 12 hour shift schedules. Notwithstanding any provisions of the collective bargaining agreement (CBA) between the parties to the contrary, it is recognized and agreed that the following provisions shall apply to 12 hour shift schedules and assignments and shall be controlling and shall supersede any conflicting provisions within the CBA:

1. On or about June 25th 2016, the Chief of Police, exercising management rights as assigned by Article 24 of the CBA and at his discretion subject to the approval of the City Manager, shall institute a CWW, 12 hour shift schedule for those assigned to the Patrol Division/Supervisors. However, 12 hour shift schedules shall exclude those assigned to the Detective Bureau, and School Resource Officer unless otherwise determined by the Chief of Police. These positions will continue to follow the eight hour day schedule and CBA.
2. Sometime prior to December 25th 2016, the Chief of Police will review the 12 hour shift schedule, shall consider the input of the FOP bargaining unit representatives and at his discretion, subject only to the City Manager's approval, will determine if the 12 hour shift schedule will be altered before start of the second half of the twelve month trial period. Additionally, sometime prior to June 24th 2017, the Chief of Police will review the 12 hour shift schedule, shall consider the input of the FOP bargaining unit representatives and at his discretion, subject only to the City Manager's approval, will determine if the 12 hour shift schedule will continue. If the Chief of Police decides to discontinue the 12 hour work schedule and reinstitute the eight hour work day schedule, the Union agrees that the decision falls within the discretion of the appointing authority and thus is not subject to grievance under the terms of the CBA. The union would return to the eight hours work day schedule and working groups covered under section 9.01 of the CBA, and this MOU shall become Null and Void, the current terms and conditions of the CBA shall be in full force and effect.
  - A. Reviews and evaluation will use calendar year 2015 as a benchmark. This will include, but is not limited to productivity, performance, budget, safety, and other relevant information.
  - B. The FOP may at any time request to return to 8 hour shift schedule, but reinstatement to that schedule remains the discretion of the Chief of Police with approval from the City Manager.
3. Sworn Officers assigned to work the CWW shall normally work a tour of duty that consists of eighty (80) hours (six, 12 hour days and one, 8 hour day) within a fourteen (14) day work period.

4. Officers will shift bid by seniority within their assigned working groups (Patrol, Sgt., Lt.) every eighty-four (84) days. Upon completion of shift bidding by seniority, eight hour day bids will be chosen by departmental seniority, regardless of rank, within the Officer's platoon.
5. Following the shift bidding selection, management will assign Officers to the shift platoons. Management also has the sole discretion to assign the K9s to shifts.
6. Officers scheduled to the CWW will not receive shift differential pay.
7. Training may be scheduled within a 12 or eight hour shift at the discretion of the Chief of Police or his designee. An employee assigned to training during a shift will return to complete the remainder of the regular scheduled shift when time remains on the shift and is greater than one hour. An employee assigned to training of three or more days within a work week may be assigned to five, eight hour shifts for that work week, at the discretion of the Chief of Police or his designee. The Chief of Police or designee may switch an eight hour work day for a 12 hour work day or vice versa when scheduling that employee for a day of training.
8. Shift Change requests shall be submitted and approved for exchanges between Officers.
9. Shift trade requests must encompass the same shift hours; e.g., a 12 hour shift for a 12 hour shift, an eight hour shift for an eight hour shift.
10. At the beginning of the year each full time employee will be issued 104 hours of Holiday time per Article 19.02 of the current contract. These may be used or sold back but shall not to exceed 104 hours total for the year. Due to the change in schedule holiday hours may be used in four, eight or 12 hours increments not to exceed 104 hours for the year.  
  
A: In the event a holiday lands on a regular work day of an employee and this employee does in fact work, the employee shall be compensated at the rate of time and one half for all hours worked. Employees not scheduled to work the holiday have 8 hours of holiday already on the books that can be used at their discretion.
11. The word "day" for the purpose of the calculation of accrued benefits and the payment of wages, will continue to equate to eight hours. Exception to this would be Bereavement Leave (19.03), where the word day will actually equate to the work day whether it is eight or twelve hours.

12. The CWW schedule as facilitated by this Memorandum of Understanding shall be effective as of June 25th 2016 and shall remain in full force and effect through June 24th 2017 unless discontinued at the discretion of the Chief in accordance with Section 2 herein.

FOR THE UNION

A handwritten signature in black ink, appearing to read "Lucy DeTando", written over a horizontal line.

DATE: 6/17/16

FOR THE EMPLOYER

A handwritten signature in blue ink, appearing to read "A. W. W.", written over a horizontal line.