

MEMORANDUM OF UNDERSTANDING
OPBA (Patrol)
2022 & 2023 WAGE REOPENER

This Memorandum of Understanding is entered into by the City of Avon (hereinafter referred to as the “Employer”) and the Ohio Patrolmen’s Benevolent Association (hereinafter referred to as the “Union”), for the purpose of addressing wage reopener negotiations contained in Appendix A, Section 1 for the years 2022 and 2023. The parties therefore agree to amend Appendix A, Patrol Officer Wages, as follows:

APPENDIX A
PATROL OFFICER WAGES

Section 1. Effective with the first pay of 2021, all full-time employees who have completed and passed all training required to become a certified Peace Officer shall be paid in accordance with the following scale 2.5% increase to top rate and maintain descending pay scale):

<u>Start</u> <u>Rate</u>	<u>After</u> <u>1 Year</u>	<u>After</u> <u>2 Years</u>	<u>After</u> <u>3 Years</u>	<u>After</u> <u>4 Years</u>
<u>80% of Top</u>	<u>85% of Top</u>	<u>90% of Top</u>	<u>95% of Top</u>	<u>Top</u>
\$30.90	\$32.83	\$34.76	\$36.69	\$38.62
\$64,272.00	\$68,286.40	\$72,300.80	\$76,315.20	\$80,333.76

Effective with the first pay of 2022, all full-time employees who have completed and passed all training required to become a certified Peace Officer shall be paid in accordance with the following scale (3% increase to top rate and maintain descending pay scale):

<u>Start</u> <u>Rate</u>	<u>After</u> <u>1 Year</u>	<u>After</u> <u>2 Years</u>	<u>After</u> <u>3 Years</u>	<u>After</u> <u>4 Years</u>
<u>80% of Top</u>	<u>85% of Top</u>	<u>90% of Top</u>	<u>95% of Top</u>	<u>Top</u>
\$31.82	\$33.81	\$35.80	\$37.79	\$39.78
\$66,191.59	\$70,328.56	\$74,465.54	\$78,602.51	\$82,739.49

Effective with the first pay of 2023, all full-time employees who have completed and passed all training required to become a certified Peace Officer shall be paid in accordance with the following scale (3% increase to top rate and maintain descending pay scale):

<u>Start Rate</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
<u>80% of Top</u>	<u>85% of Top</u>	<u>90% of Top</u>	<u>95% of Top</u>	<u>Top</u>
\$32.78	\$34.83	\$36.88	\$38.92	\$40.97
\$68,179.74	\$72,440.97	\$76,702.20	\$80,963.44	\$85,224.67

Section 2. Any full-time employee who has not completed and passed all training required to become a certified Peace Officer shall be paid an “academy rate” from the date of hire until receipt of certification as a Peace Officer, or the completion of twelve (12) months of service, whichever comes first. The “academy rate” shall be twenty-three dollars and thirty-five cents per hour (\$23.35).

It is understood that if a full-time employee does not complete and pass all training required to become a certified Peace Officer within one year of date of hire, the employee will no longer be qualified for employment as a Police Officer with the City.

Section 3. The state-mandated employee's contribution to the OPFPF shall be deducted from the employee's gross pay before state and federal taxes are withheld in accordance with IRS rules.

Section 4. Whenever the Chief of Police assigns a patrol officer primary duties and responsibilities as a detective, the assigned employee shall be entitled to a pay supplement equivalent to one thousand dollars (\$1,000.00) annually. The method of paying the supplement shall be determined in accordance with established procedures of the Finance Department. The “detective assignment” shall be reduced to writing by the Chief of Police and shall continue in force and effect until such assignment is either rescinded, or reassigned, in writing by the Chief of Police.

Section 5. Whenever the Chief of Police assigns a Patrol Officer the primary duties and responsibilities of a Sergeant for four (4) hours or more, the assigned employee shall be entitled to the base rate of pay for Sergeants for the period of time served in that capacity.

Section 6. Newly hired employees shall normally be compensated at the minimum rate. However, where qualifications and/or experience exist, the Chief of Police, with the approval of the Director of Safety/Mayor, may place a new employee at a higher rate of pay not to exceed the rate for three (3) years of service.

Section 7. FTO Stipend. Any bargaining unit employee acting as a training officer for a newly hired department member will be compensated three dollars (\$3.00) per hour for each hour of training during the formal FTO training time.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this ____ day of _____, 2021.

FOR THE EMPLOYER

FOR THE OPBA

Bryan K. Jensen, Mayor

Brian Holb, Attorney/Staff Representative

Daniel Fischbach, Chief of Police

Andrew Kehl, Patrol Officer

Duane Streator, Director of Safety

Norman Elias, Patrol Officer

Approved As To Form

John A. Gasior, Law Director