

MEMORANDUM OF UNDERSTANDING
FOP/OLC (Ranking Officers)
2022 & 2023 WAGE REOPENER

This Memorandum of Understanding is entered into by the City of Avon (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the "Union"), for the purpose of addressing wage reopener negotiations contained in Article 17, Compensation Plan/Probation, Section 2 for the years 2022 and 2023. The parties therefore agree to amend Article 17, Compensation Plan/Probation, Section 2, as follows:

ARTICLE 17
COMPENSATION PLAN/PROBATION

Section 1. Compensation Plan. Employees shall be compensated on a biweekly basis. The hourly rates as shown herein shall be deemed to comprise the compensation plan.

Section 2. All full-time Sergeants shall be paid in accordance with the following scale:

Sergeants shall receive a rank differential pay rate equal to fifteen percent (15%) greater than the rate received by a police officer in the highest wage rate. Notwithstanding the above, the rate for a Sergeant during the first three (3) months of the promotional probationary period shall be fourteen percent (14%) greater than the rate received by a police officer in the highest wage rate.

All full-time Lieutenants shall be paid in the accordance with the following scale:

Lieutenants shall receive a rank differential pay rate equal to fifteen percent (15%) greater than the rate received by Sergeants in the highest wage rate.

Notwithstanding the above, the rate for a Lieutenant during the first three (3) months of the promotional probationary period shall be fourteen percent (14%) greater than the rate received by a Sergeant in the highest wage rate.

Wage Schedules

	<u>2021</u>
<u>Sergeant</u>	
Probationary Rate	\$44.03 \$91,582.40
Full Rate	\$44.41 \$92,372.80
<u>Lieutenant</u>	
Probationary Rate	\$50.64

	\$105,331.20
Full Rate	\$52.08
	\$106,246.40

	<u>2022</u>
<u>Sergeant</u>	
Probationary Rate	\$45.35
	\$94,328.00

Full Rate	\$45.75
	\$95,160.00

<u>Lieutenant</u>	
Probationary Rate	\$52.16
	\$108,492.80

Full Rate	\$52.61
	\$109,428.80

	<u>2023</u>
<u>Sergeant</u>	
Probationary Rate	\$46.71
	\$97,156.80

Full Rate	\$47.12
	\$98,009.60

<u>Lieutenant</u>	
Probationary Rate	\$53.72
	\$111,737.60

Full Rate	\$54.19
	\$112,715.20

~~The parties agree that the Employer or the Union may reopen negotiations on the sole issue of wage rates for the years 2022 and 2023. Written notice of intent to reopen on the issue of wages must be submitted in writing to the other party between November 1 and November 30, 2021.~~

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 sergeant the primary duties and responsibilities of the Chief of Police one (1) work day or more, the employee shall be entitled to receive the lieutenant hourly base rate of pay for the period of time served in that capacity. Whenever the Chief of Police assigns a sergeant the primary duties and responsibilities of a Lieutenant for one (1) work day or more, the assigned employee shall be entitled to receive the lieutenant hourly base rate of pay for the period of time served in that capacity.

Whenever the Chief of Police assigns a Lieutenant the primary duties and responsibilities of a Captain or the Chief of Police for one (1) work day or more, the assigned employee shall be entitled to receive the Captain hourly base rate of pay for the period of time served in that capacity.

Section 5. Probation Period. Probationary period, probationary removal, or reduction: All original and promotional appointments of employees, including provisional appointments, shall be for a probationary period of twelve (12) months, and no appointment or promotion is final until the appointee has satisfactorily served his probationary period.

Extended absences of ten (10) working days or more during probation shall extend the probationary period by the applicable number of days of absence.

During the probationary period the employee may be removed or reduced without restriction at the discretion of the Employer. Probationary reductions and/or removals are not subject to the grievance procedure.

SIGNATURE PAGE

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

FOR THE EMPLOYER

FOR THE FOP/OLC

Bryan K. Jensen, Mayor

Lucy DiNardo, Staff Representative

Daniel Fischbach, Chief of Police

Brian Tackett, Bargaining Committee

Duane Streater, Director of Safety

Approved As To Form

John A. Gasior, Law Director