

## **Memorandum of Understanding**

This memorandum of understanding is entered into this \_\_\_\_\_ day of September, 2022, by and between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) (collectively, “the parties”).

The purpose of this memorandum is to strike Article 4 of the Collective Bargaining Agreement originally entered into and for the term effective January 1, 2022 to December 31, 2024, captioned “Probationary Period.”

WHEREAS, the parties recognize that the parties acknowledge that the matters contained herein are those that are to be collectively bargained;

Now, therefore, it is hereby authorized and agreed to by all parties to this Memorandum of Understanding as follows:

1. The City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) hereby agree that the following contract language shall be struck and removed from the Collective Bargaining Agreement referenced above:

### **ARTICLE 4 PROBATIONARY PERIOD**

**4.01. All newly hired Bargaining Unit employees shall serve an initial probation period. This period shall be established as one (1) year. While serving in the probationary period, it is the Employer’s sole and exclusive right in determining to retain, promote, demote, discipline, or discharge such employees. Such actions shall not be appealable through the grievance procedure contained herein.**

**4.02 If a probationary employee’s employment is terminated for any reason during the probationary period and such former employee is later rehired, the employee will be considered a new employee, subject to a new probationary period.**

2. This Memorandum of Understanding shall be deemed and considered for all legal and relevant purposes an addendum to the Collective Bargaining Agreement and does not alter, change, or modify the Collective Bargaining Agreement currently in place and effect between the City of Willowick and the Fraternal Order of Police Willowick Lodge No. 116 (Dispatchers) effective January 1, 2022 to December 31, 2024, except as expressly stated herein.

3. The parties agree that this Memorandum shall terminate upon the expiration of the Collective Bargaining Agreement effective January 1, 2022, to December 31, 2024
4. The parties agree that this document shall not be used in any way as a precedent under any other circumstance, including but not limited to and all future negotiations and finalization of any collective bargaining agreements between any of the parties hereto. The modifications made and the terms of this agreement will not be considered a past practice or modification of existing practices.

This memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this memorandum of understanding to be duly executed with full capacity and authority to bind their respective members and shall take immediate effect upon execution by all parties.

CITY OF WILLOWICK:

\_\_\_\_\_  
RICHARD J. REGOVICH,  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
BRIAN TURNER  
Chief of Police

\_\_\_\_\_  
Date

As to form:

\_\_\_\_\_  
LAW DIRECTOR

\_\_\_\_\_  
Date

FRATERNAL ORDER OF POLICE  
WILLOWICK LODGE NO. 116  
DISPATCHERS

\_\_\_\_\_  
President

\_\_\_\_\_  
Date