

**ADDENDUM TO THE AGREEMENT
BETWEEN
THE CITY OF WILLOUGHBY HILLS
AND
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (PATROL OFFICERS)**

WHEREAS, the following is an Addendum to the collective bargaining agreement between the City of Willoughby Hills and the Ohio Patrolmen's Benevolent Association, Patrol Officers, for the remainder of a three year term commencing on January 1, 2011; and,

WHEREAS, this Addendum shall be attached to the original Agreement, and shall be considered part thereof, and any inconsistencies herewith shall be resolved in favor of the Addendum; and

WHEREAS, the parties have mutually agreed over the issues relative to accepting the lateral transfer of bargaining members (police officers) possessing equivalent municipal, county, or state law enforcement experience as determined by the employer, the City of Willoughby Hills, Ohio, and the various effects that same will have on the balance of the contract between the parties; and,

WHEREAS, the parties fully understand the employer, the City of Willoughby Hills, Ohio, is not giving up its management rights which allows the employer to hire any candidate meeting State and City Civil Service standards and requirements and that no new hire is assured lateral transfer status and such status and all assigned or perceived benefits will be at the sole discretion of the employer; and,

WHEREAS, none of the terms of this Agreement shall apply to or change the status of any full time bargaining member hired on or before January 1, 2011; and,

WHEREAS, this Agreement shall be neutral to current bargaining members as Seniority is unaltered as stated herein.

NOW, THEREFORE, based upon the mutual agreements between the parties, it is agreed as follows:

1. ARTICLE XXVI and Appendix "A" SALARY SCHEDULE ~ a lateral transfer hire will be subject to a salary review and may be entitled to a salary commensurate with their current salary level with their former law enforcement employer based on full time experience, training, and years of service.
2. ARTICLE XIX VACATION, Paragraph 19.01 and 19.02 ~ a lateral transfer hire may be entitled to vacation with pay at a rate commensurate with their current years of equivalent full time police service as it correlates to the current schedule listed in paragraph 19.01.
3. ARTICLE XX HOLIDAYS ~ a lateral transfer hire may be entitled to eleven (11) paid holidays each year commensurate with their current years of equivalent full time police service as it correlates to the current schedule listed in paragraph 20.02.
4. ARTICLE XXIII LONGEVITY COMPENSATION ~ a lateral transfer hire may be entitled to longevity compensation commensurate with their current years of equivalent full time police service credit as it correlates to the current schedule listed in paragraph 22.01.
5. ARTICLE XXVII EDUCATION PAY ~ a lateral transfer hire may be entitled to education pay commensurate with their current years of equivalent full time police service as it correlates to the current schedule listed in paragraph 27.01.

6. ARTICLE XXI SICK LEAVE ~ the sick leave benefit for a lateral transfer hire will comply with this article as presented in the current labor contract and all applicable state laws concerning the transfer of unused sick leave earned while employed with another public employer.
7. ARTICLE XVII PERSONAL DAYS ~ a lateral transfer hire may be entitled to use 40 hours of sick time per calendar year as personal days in accordance with paragraph 17.01.
8. ARTICLE IX SENIORITY ~ the City shall comply with current Article IX of the collective bargaining agreement, specifically paragraph 9.01 'Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. [The Employer means the City of Willoughby Hills and specifically excludes all other entities.] A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment' with the Employer. Lateral transfer hires are required to complete the new hire contractual probationary period, described in Article VIII of the collective bargaining agreement.
9. ARTICLE X LAY-OFF AND RECALL ~ the City shall comply with the lay-off procedure described in Article X, regardless of any employee's service with another employer prior to that employee being hired by the City of Willoughby Hills Police Department. Any future lateral transfer new hires shall be placed at the bottom of the seniority list and move up on that list only in the event of even newer hired patrol officers. In the event of a lay-off situation, the seniority time for lateral transfer hires shall only include continuous, uninterrupted service with the Willoughby Hills Police Department's Patrol Officer Bargaining Unit and shall specifically exclude any other service time outside of Willoughby Hills Police Department Patrol Officer Bargaining Unit.
10. ARTICLE IX SENIORITY ~ the City agrees to correct the language in Section 9.02(c) to be consistent with the agreed upon language in Article X LAY-OFF AND RECALL, Section 10.08 that establishes a recall period of 36 months. Section 9.02(c) will be changed to read "He is laid-off for a period of time exceeding thirty-six (36) months."

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 28th day of July, 2011.

FOR THE UNION:

Ohio Patrolmen's Benevolent Association

Cpt. James Vitale
Way Rube, OPBA Attorney

FOR THE EMPLOYER

City of Willoughby Hills, Ohio

Robert M. Weger