

Memorandum of Understanding

The intent of this Memorandum of Understanding (M.O.U.) is to clarify the intent of the new language added to Article 24 "vacations" in the new agreement signed September 2, 2011.

In November 2011, Officer Bevenzi requested to sell back forty (40) hours of vacation as per Section 24.10 which reads:

***Employees with eight (8) or more years of service may sell back up to forty (40) hours of accrued vacation time once per calendar year. Such request must be made in the month of November.***

While Officer Bevenzi has eight (8) years of service for accrual purposes, she does not have eight (8) years of service with the City of Milford.

This request appears to be compatible with other Sections of Article 24 it also seems to be in conflict with other Articles of the Agreement as it relates to seniority and years of service. Therefore; the parties agree to honor Officer Bevenzi's request for vacation sell back and to amend the Agreement as shown in the attached Article 24 Section 24.10.

This settlement agreement shall not be viewed as precedent setting for any purpose by either party.

The parties shall sign the attached Article 24 and submit same to the State Employment Relations Board (SERB) to amend their agreement on file with the Board.

*For the City of Milford*

*For the FOP Ohio Labor Council, Inc.*

Jeff Wright  
Chris

Paul Baker  
Russell Kennedy

Date signed: 11/21/11

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 11-MED-04-0626
EMPLOYEE ORGANIZATION,	}	(Patrol Officers)
	}	
and,	}	
	}	
CITY OF MILFORD,	}	
EMPLOYER.	}	
	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P., Ohio Labor Council, Inc. hereby files a copy of the addendum to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



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Paralegal  
F.O.P., O.L.C.I.  
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Columbus, Ohio 43215  
614-224-5700

cc: Mr. Jeff Wright  
[jwright@milfordohio.org](mailto:jwright@milfordohio.org)

## **ARTICLE 24**

### **VACATIONS**

**Section 24.1.** Bargaining unit employees shall earn vacation leave according to their number of years of service with the Milford Police Department as a sworn officer and any other political subdivision within the State of Ohio, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; Total per year: 80 hours
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; Total per year: 120 hours
- C. Fifteen (15) years of service but less than twenty-two (22) years completed; rate of accumulation: 6.2 hours per pay period; Total per year: 160 hours
- D. Twenty-two (22) years or more of service completed; rate of accumulation: 7.7 hours per pay period; Total per year: 200 hours

**Section 24.2.** Employees in their initial one (1) year probationary period accrue vacation at the one year rate (3.1 hours per pay period) and may, after six (6) months service request vacation time off. However, probationary employees do not have an entitlement to vacation time, and will not be paid for accrued but unused vacation if they leave the Department for any reason prior to the conclusion of the probationary period.

**Section 24.3.** Vacation time shall be paid at the employee's regular rate of pay in effect at the time the vacation is taken.

**Section 24.4.** The Employer shall post a vacation calendar during the month of January each year. Employees may request, prior to January 31, the dates for that vacation year (January 1 thru December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- C. An employee who has received approval of a requested vacation and is subsequently reassigned, shall not lose the right to that approved vacation period.

**Section 24.5.** If a bargaining unit member becomes the subject of a modification, or change of work schedule which effects the employees regular days off, said employee has the option to select another vacation period from among those remaining.

Section 24.6. Vacation leave may be taken in minimum increments of one hour.

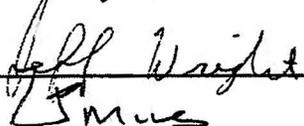
Section 24.7. Bargaining unit members shall be permitted to carry over accumulated vacation leave for up to two (2) years from the date earned.

Section 24.8. Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

Section 24.9. If an employee is hospitalized while on vacation, the days of hospitalization will be charged against sick leave rather than vacation on request of the employee and submission of documentation of the hospitalization.

Section 24.10. Employees with eight (8) or more years of service with the City of Milford may sell back up to forty (40) hours of accrued vacation time once per calendar year. Such request must be made in the month of November.

For the City of Milford

  
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Date Signed: 12/1/2011

For the FOP Ohio Labor Council, Inc.

  
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