

MEMORANDUM OF UNDERSTANDING

The City of Avon, Ohio, ("City") and the Fraternal Order of Police, Ohio Labor Council, Inc., representing all full-time dispatchers in the City of Avon, Department of Police, ("Union"), do hereby agree to amend Article 26, Vacation, of the January 1, 2012 through December 31, 2014 collective bargaining agreement between the parties, to read as follows:

ARTICLE 26 VACATION

Section 1. Amount Of Vacation Pay. The amount of vacation pay in the case of bargaining unit employees shall be computed and compensated based upon a forty (40) hour work week.

Section 2. Vacation Scheduling.

- A. During the period of January 1 through January 31 (preference period), employees shall submit to the Employer vacation leave preference requests for the remainder of the calendar year (i.e., February 1 through December 31 of the following year). Vacation preference requests shall be awarded based upon seniority and operational and scheduling requirements as determined by the Employer.

~~Vacation leave may be utilized in increments of eight (8) hours per scheduled work day, subject to operational and staffing needs. Requests for less than four (4) hour increments may be granted at the discretion of the Chief of Police.~~

- B. Non-preference vacation requests shall normally be submitted by an employee at least fourteen (14) calendar days in advance of the date(s) being requested. The fourteen (14) day requirement may be waived at the discretion of the Chief.

Vacation leave may be utilized in increments of eight (8) hours per scheduled work day, subject to operational and staffing needs. Requests for less than four (4) hour increments may be granted at the discretion of the Chief of Police.

Non-preference vacation requests shall be granted on a first come first served basis except that requests for a full week (seven [7] consecutive calendar days) of vacation, or more, will be given preference over single day requests or requests for less than one (1) week.

Section 3. Compensation.

- A. The employee shall accumulate one (1) day for each full calendar month worked during each of the first five (5) consecutive years of service to a maximum of ten (10) days each calendar year. Vacation, holidays, sick days, compensatory time, or any time a member is in an active pay status shall be considered as time worked for the vacation computation.
- B. After five (5) years of continuous service, fifteen (15) days will be given, plus thereafter one (1) additional day for each additional full year of service to a maximum of twenty

(20) days; after twenty (20) years of continuous service, twenty-five (25) days will be given.

- C. Vacations earned shall be taken within one (1) year from the calculation date, except that each employee shall be able to bank eighty (80) hours of vacation time which must be used during the following calendar year.
- D. The vacation calculation date shall be December 31 of each year. All vacations credited in the current year will be calculated on the basis of the months or years of continuous full-time service completed on December 31 of the preceding year. Vacation time will be credited in January and must be used by December 31 of the calendar year in which it is credited, or banked in accordance with the provisions of subsection C above, or it shall be lost.

Employees hired on or after January 1, 2012, are eligible for prior service credit for full-time service with another municipality within the state of Ohio. Employees hired prior to January 1, 2012, will retain any prior service credit previously granted. It is the responsibility of the employee to obtain and submit documentation of service time from previous employers. Employees shall receive prior service credit commencing within the calendar year the necessary documentation is submitted.

- E. In the event of termination of employment of an employee, for reasons other than just cause, and provided that the employee was employed by the City on December 31 of the preceding year, vacation credit shall be calculated in accordance with this section for the year in which the employment is terminated, based upon the actual time in the employment of the City during termination year, and the employee shall be paid as of the termination date in lieu thereof.
- F. If for any reason an employee should desire to work rather than take a vacation, there shall be no double pay allowed.
- G. If a member of the bargaining unit is injured on duty and unable to utilize the vacation time available in that year, the vacation time shall be carried over to the next year or the member shall be compensated for all remaining days at the proper hourly rate and at the discretion of the Chief. The Chief reserves the right to schedule vacation in such situations to avoid payment or carryover.

FOR CITY

FOR THE UNION

/s/ Sandy Conley

/s/ Otto J. Holm Jr.

Date Signed: December sixth (6), 2013

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

Fraternal Order of Police,
Ohio Labor Council, Inc. ,
EMPLOYEE ORGANIZATION,

and,

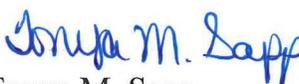
City of Avon,
EMPLOYER.

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} Case No(s): 11-MED-07-0979
} Dispatchers
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FILING OF MEMORANDUM OF UNDERSTANDING AS AN ADDENDUM TO
THE COLLECTIVE BARGAINING AGREEMENT

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).

Respectfully Submitted,



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cc: Sandy Conley sconley@clemansnelson.com