AMENDMENT NO. 1

To the Agreement between the City of Willoughby, Ohio and the Ohio Patrolmen's Benevolent Association (Police Officers below the rank of Sergeant) dated April 1, 2013, shall be effective January 1, 2014. All provisions of the contract unaltered by this Amendment shall remain in full force and effect through March 31, 2016. The purpose of this amendment is to provide for the terms and conditions associated with twelve (12) and ten (10) hour work schedules.

ARTICLE 20. HOLIDAYS

20.1 Each year, all full-time employees shall receive one hundred four (104) hours of holiday pay as follows:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King, Jr.	Labor Day	Day after Thanksgiving
President's Day	Columbus Day	Christmas Eve
Good Friday	Veterans' Day	Christmas Day
Memorial Day		

In addition, all employees shall receive eight (8) hours of personal leave with pay. Such leave may be taken upon the request of the employee and after approval of the Chief.

20.4 An employee who works Independence Day, Thanksgiving Day, or Christmas Day shall be compensated at time and one-half-for all hours worked on that day. The shift assigned to work on such designated holidays shall be determined by the majority of scheduled hours being worked on the day of the holiday. There will be no additional pyramiding of time or rates for additional time worked on the designated holidays.

ARTICLE 21. VACATIONS

21.3 Full-time employees who have worked less than one (1) year for the City shall receive eight (8) hours of vacation time for each full month worked, prior to January 1st of the vacation year, not to exceed eighty (80) hours.

21.6 All full-time employees shall be entitled to accrue a maximum eighty (80) hours of vacation pay in and after the vacation year in which such employee completes two (2) years of service with the City; a maximum one hundred twenty (120) hours of vacation pay in and after the vacation year in which such employee completes five (5) years of service with the City; a maximum one hundred sixty (160) hours of vacation pay in and after the vacation year in which such employee completes ten (10) years of service with

the City; a maximum two hundred (200) hours of vacation pay in and after the vacation year in which such employee completes fifteen (15) years of service with the City; and a maximum two hundred forty (240) hours of vacation pay in and after the vacation year in which such employee completes twenty (20) years of service with the City.

For purposes of determining years of service for vacation entitlements - the length of time since the last date of hire as a full-time employee of the City of Willoughby or as adjusted pursuant to Section 21.5 of this Article. For purposes of determining the amount of vacation accrued in the prior year, an employee will have accrued one twelfth (1/12) for each full month in the active pay status of the respective level of entitlement.

21.7 Each full-time employee shall be required to take a minimum of eighty (80) hours of earned vacation. In the event such employee is entitled to vacation time in excess of eighty (80) hours, the employee shall have the option to request the City to purchase such additional hours of vacation by providing notice to the Department Head of such intent no later than the first day of February of each year.

ARTICLE 22. OVERTIME

22.1 Definitions:

Eight (8) Hour Workday. All full time employees are entitled to overtime pay as herewith set forth. The work week shall consist of forty (40) hours of scheduled time. A normal work day shall consist of a scheduled eight (8) hour shift within a twenty-four (24) hour period. All time worked in excess of either the regularly scheduled work week or workday shall be compensated at one and one half (1-1/2) times the employees hourly rate of pay. For the purpose of computing overtime, holidays, funeral days, and vacation shall be counted as days worked. Sick days shall not be counted as days worked. The work period begins at 12:01 a.m. Sunday and ends at 12:00 a.m. Saturday.

Ten (10) Hour Workday. The Chief of Police, at his option, may determine that a work week shall consist of forty (40) hours of scheduled time in a work week period. A normal work day shall consist of a scheduled ten (10) hour shift within a twenty four (24) hour period. All time worked in excess of the regularly scheduled work week or work day shall be compensated at one and one-half (1-1/2) times the employees hourly rate of pay.

Twelve (12) Hour Workday. The Chief of Police, at his option, may determine that a work period shall consist of eight (80) hours of scheduled time in any two (2) week period. A normal work period shall consist of six (6) scheduled twelve (12) hour shifts and one (1) scheduled eight (8) hour shift within a two (2) week period. All time worked in excess of the regularly scheduled shift shall be compensated at one and one half (1-1/2) times the employees hourly rate of pay.

22.2 The maximum hours worked in any twenty-four (24) hour period shall not exceed sixteen (16) hours except under emergency conditions.

22.3 The Chief of Police shall provide thirty (30) days written notice to all effected full-time employees that the ten (10) or twelve (12) hour shift will be implemented.

22.4 Employees called in or assigned . . .

22.5 All hours worked contiguous . . .

22.6 All hours worked by employees . . .

22.7 Upon execution of this Agreement,. . .

22.8 Compensatory time may be utilized . . .

22.9 Employees required to complete . . .

ARTICLE 29. FUNERAL LEAVE

29.1 An employee shall be granted time off with pay ***for the purpose of attending the funeral*** of a member of the employee's immediate family. "Immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, stepmother, stepfather, sisters, brothers, parents-in-law, aunts, uncles, grandparents, and grandchildren, along with any other relatives residing with the employee at time of death. The employee shall be entitled to a maximum of twenty-four (24) hours for each death in his immediate family, up to and including the day of interment, which days shall not be deducted from his sick leave credits.

IN WITNESS WHEREOF, the parties hereto have caused three originals of this Agreement to be duly executed on the 31st day of ~~January, 2014.~~ December, 2013.

FOR THE UNION:

O.P.B.A.

Randy Weltman

Randy Weltman

FOR THE EMPLOYER:

CITY OF WILLOUGHBY, OHIO

David E. Anderson, Mayor

UNION NEGOTIATORS:

Terry Thompson, Ptl.

Kenneth Jordan, Sgt.

George Lessick, Det.

EMPLOYER NEGOTIATORS:

Jack Beckwith, Police Chief

Thomas Trem, Assistant Chief

Raymond J. Rogowski, Finance Director

APPROVED AS TO FORM:

John W. Wiles, Director of Law

K:\@ 2013 Word\2013-Contracts\Amendment No. 1 to the OPBA Contract (Patrolman's).docx

AMENDMENT NO. 2

To the Agreement between the City of Willoughby, Ohio and the Ohio Patrolmen's Benevolent Association (Police Officers below the rank of Sergeant) dated April 1, 2013, shall be effective January 1, 2014. All provisions of the contract unaltered by this Amendment shall remain in full force and effect through March 31, 2016. The purpose of this amendment is to provide for the terms and conditions associated with twelve (12) and ten (10) hour work schedules.

ARTICLE 22. OVERTIME

22.2 The Ten (10) Hour Workday and Twelve (12) Hour Workday schedules may be implemented on or after January 1, 2014, and if implemented, it is with the understanding that if there are problems or difficulties with scheduling of shifts, performance of the officers, or increases in personnel costs including overtime, the Chief of Police, at his exclusive discretion, may unilaterally and without participation or discussion with the OPBA or its members, discontinue such provisional ten (10) or twelve (12) hour shifts scheduling, upon thirty (30) days written notice to the OPBA.

22.3 The maximum hours worked . . .

22.4 The Chief of Police shall provide . . .

22.5 Employees called in or assigned . . .

22.6 All hours worked contiguous . . .

22.7 All hours worked by employees . . .

22.8 Upon execution of this Agreement, . . .

22.9 Compensatory time may be utilized . . .

22.10 Employees required to complete . . .

IN WITNESS WHEREOF, the parties hereto have caused three originals of this Agreement to be duly executed on the 31st day of ~~January, 2014~~. December, 2013.

FOR THE UNION:

O.P.B.A.

Randy Weltman

Randy Weltman

FOR THE EMPLOYER:

CITY OF WILLOUGHBY, OHIO

David E. Anderson, Mayor

UNION NEGOTIATORS:

Terry Thompson, Ptl.

Kenneth Jordan, Sgt.

George Lessick, Det.

EMPLOYER NEGOTIATORS:

Jack Beckwith, Police Chief

Thomas Trem, Assistant Chief

Raymond J. Rogowski, Finance Director

APPROVED AS TO FORM:

John W. Wiles, Director of Law

K:\@ 2013 Word\2013-Contracts\Amendment No. 2 to the OPBA Contract (Patrolman's) - clean 12-16-13.docx