

ADDENDUM TO THE AGREEMENT
BETWEEN
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
AND THE CITY OF KIRTLAND, OHIO

WHEREAS the following is an Addendum to the collective bargaining agreements, Nos. 1 and 2, between the City of Kirtland and the Ohio Patrolmen's Benevolent Association for the three year term commencing JANUARY 1, 2015; 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 a twelve hour work schedule, and the various effects that the same will have on the balance of the contract between the parties; and

WHEREAS the parties fully understand that the employer, the City of Kirtland, Ohio, is not giving up its managements rights which allow the Police Chief to schedule all employees; and, the parties further recognize that the Chief and the City of Kirtland are willing to allow a twelve hour work schedule, the same being terminable by the City with thirty days advance notice.

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

1. A twelve hour shift work schedule for patrol officers will be CONTINUED by the Chief of Police.
2. Certain contractual changes will be CONTINUED in light of the twelve hour shift; however Holidays, personal days, sick days, vacation days or any appropriate time which are contractually based upon a 40-hour workweek shall be converted to hours in lieu of the 12 hour schedule. Thus, as an example; a week of vacation may equal 40 hours, two weeks 80 hours, etc., except that a 12-hour shift employee may take vacation days in 12 hour increments; the 13 listed holidays, including personal days, equals 104 hours, except that a 12-hour shift employee may use a holiday or personal day in 12 hour increments; the personal sick day equals 8 hours.
3. The twelve hour shift will be CONTINUED, with the understanding that if there are any problems or difficulties with the scheduling of such shifts, or the performance of the officers thereunder, in the exclusive opinion of the Chief, that the Chief of Police can unilaterally, and without any further bargaining or discussions with the OPBA or its members, discontinue such twelve hour shift scheduling, and revert back to the eight hour shift

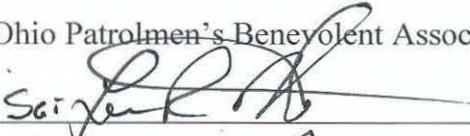
scheduling, with thirty days advance notice to the OPBA bargaining unit. Such discontinuance of the 12-hour shifts shall be non-grievable.

4. It is also agreed that the premium hourly pay hours (shift differential) shall remain the same for the duration of this contract unless mutually agreed to by both parties.
5. The addendum renews and extends by mutual agreement the prior agreement of both parties. This addendum shall expire on December 31, 2017.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 1st day of MAY, 2015.

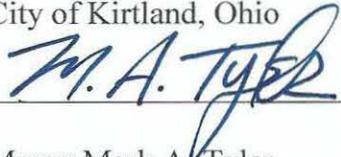
FOR THE UNION:

Ohio Patrolmen's Benevolent Association




FOR THE EMPLOYER:

City of Kirtland, Ohio


Mayor Mark A. Tyler