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AGREEMENT BETWEEN

CITY OF VANDALIA, OHIO

AND

OHIO PATROLMEN'S

BENEVOLENT ASSOCIATION

Sergeants

May 10, 2012 – December 31, 2014

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SERGEANTS CONTRACT
2012-2014

This Agreement is made and entered into on the date signed in 2012 by and between the City of Vandalia, Ohio hereinafter referred to as the "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union."

ARTICLE I. PURPOSE – COOPERATION

1.01 The City and the Union shall use their best efforts to serve the citizens of the City of Vandalia, Ohio and the public in general, to achieve better understanding between the City and the employees represented by the Union, to assure the proper and uninterrupted functions of the services of the City and to promote mutual respect and fair dealing between the City and the employees represented by the Union.

1.02 The purpose of this Agreement is to achieve the cooperation set forth in 1.01, to establish the wages, hours, fringe benefits and agreed-to working conditions for all employees represented by the Union and to provide for the peaceful adjustment of differences which may arise.

ARTICLE II. RECOGNITION

2.01 As the result of voluntary recognition and SERB Certification in Case Number 08-REP-04-0066, the City recognizes the Union as the certified employee organization and the exclusive negotiating spokesman with respect to wages, fringe benefits, hours, and agreed-to working conditions of full-time sergeants in the Vandalia Division of Police

2.02 Sergeants supervising patrol section officers will work the same schedule as the employees they supervise, including any changes. This will include hours of work, hours charged for paid time off and equity adjustment; there will be no other scheduling restriction on management.

2.03 No employee covered by the provisions of this Agreement shall be required, as a condition of employment, to acquire or maintain membership in the Union.

2.04 There shall be no discrimination by the City or the Union against any employee on the basis of such employee's membership or non-membership in the Union.

2.05 The Union recognizes the City Council of the City as the elected representatives of the citizens of the City of Vandalia, and the City Manager as the appointed Chief Executive Officer and Chief Negotiating Spokesman of the City of Vandalia, Ohio. The City Manager may designate another person as the City's Chief Negotiating Spokesperson.

2.06 The City and the Union recognize the requirement to provide uninterrupted services to the citizens of the City of Vandalia, Ohio and said services must be provided in the most efficient manner and at the least possible burden to the citizens of the City of Vandalia, Ohio.

ARTICLE III. MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.01 The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment, promotion and layoff of police personnel; the termination of probationary police personnel; the termination for just cause of other police personnel; the making, amending and enforcement of reasonable work rules and regulations including the right to establish the workweek of employees; the securing of the revenues of the City, and exercise of all functions of government granted to the City by the State Constitution, the City Charter and the Statutes of the State of Ohio; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of police personnel required; the establishment of training programs and upgrading requirements for employees; the establishment of and the changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City may determine to be necessary for the orderly and efficient operation of the City and the determination of the size and composition of the work force. The City retains all rights except those that this Agreement specifically and expressly provides to the contrary.

ARTICLE IV. PROHIBITION OF STRIKES AND LOCKOUTS

4.01 Neither the Union nor any bargaining unit employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operations of the City during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline employees violating this Section, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section. This Section shall not deny the Union's right to grieve on behalf of the disciplined or discharged employees. However, nothing in this Section shall preclude the City and Union from negotiating a settlement regarding any discharge or disciplinary action which was taken as a result of an employee(s) violation of this Section, when it is determined by the City to be in the City's best interest to negotiate such a settlement.

4.02 If there is an unauthorized strike, work stoppage, interruption or impeding of work, or other job actions designed to change the course of or influence the negotiation process, the Union together with its officers and agents shall publicly denounce said

strike, work stoppage, interruption or impeding of work; disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employers, that said strike is not authorized and that work shall be continued. Employees engaged in such activity as defined herein shall be subject to the penalty provisions of Section 4.01.

4.03 During the term of this Agreement, the City will engage in no lockout of the police personnel covered by this Agreement.

ARTICLE V. DUES DEDUCTION

5.01 During the period this Agreement is in effect, the City will deduct the regular biweekly Union dues from the wages of employees who individually and voluntarily authorize and direct such deduction in writing. An employee may cancel this authorization at any time, provided thirty (30) days notice is given.

5.02 The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Article.

5.03 All employees in the bargaining unit who, six months from the date of appointment or promotion to sergeant and not members in good standing of the Union, are required to pay to the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee shall be certified to the City by a representative of the OPBA.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and federal law. In addition, the Union will provide the City Manager with a copy of the Union's fair share fee procedure. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement.

The City shall on the first pay period in January each year provide with each deduction of dues and fair share fees the following information:

A. An alphabetical list of Union members from whom deductions were made, the name, and address of each member, and the amount deducted; and

B. An alphabetical list of fair share fee employees from whom deductions were made, the name and address of each employee, and the amount deducted.

ARTICLE VI. UNION BUSINESS

6.01 The Union shall select one director and one assistant director for the purpose of conducting Union business. Said directors shall be certified to the City Manager in writing by the Union. If the Chapter Chairperson is a different person than one of the directors, the Union shall also certify the name of the Chapter Chairperson to the City Manager in writing.

6.02 In cases of disciplinary action or grievance, a Union representative shall be allowed reasonable time without loss of pay to investigate a disciplinary action and/or grievance and consult with the City in the processing of the disciplinary action and/or grievance, if he/she first receives permission from his/her immediate supervisor. Such permission will not be unreasonably denied. If an employee comes in off duty to perform Union business, this is off the clock. The City agrees to cooperate with the Union in conducting an investigation of a grievance.

6.03 Upon request of the Union, the City shall provide the Chapter Chairperson with the names of new police sergeants within a reasonable time period after new police sergeants are promoted. The Union shall furnish the City with a current copy of its Constitution and By-laws upon request from the City.

6.04 All members attending Union meetings shall attend said meetings during hours when they are not regularly scheduled to work. Members on duty may attend a meeting called for the purpose of contract clarification during the negotiating process or contract ratification provided sufficient staffing is available to provide police services. Members in a meeting shall be subject to emergency call. No member shall be absent from duty to attend such a meeting for more than one (1) hour.

6.05 The staff representative may consult with the employees at the work site before the start of and at the completion of the day's work. With the consent of the supervisor, he shall be permitted access to the work site at all reasonable times for the purpose of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that the work assignments are not in fact interfered with. The consent of the supervisor shall not be unreasonably withheld. The director or assistant director shall have the privileges accorded to the staff representative when it is known that the staff representative will be unavailable.

ARTICLE VII. DISCIPLINARY ACTION AND APPEALS

7.01 No employee shall be disciplined or discharged without just cause.

7.02 Disciplinary action and appeal thereon shall be handled in accordance with Chapters 1100 and 1300 of the Personnel Policies and Procedures Manual with the exception that employees will have the right to attach comments to any disciplinary action which is made a part of their City personnel file maintained by the City Manager. Written warnings given an employee shall be removed from their City personnel file after 18 months from the date of issuance if no other disciplinary actions have occurred.

The affected employee wishing to have a written warning removed shall so notify the Chief of Police in writing after the expiration of the 18-month period.

7.03 At any time a supervisor conducts a disciplinary meeting with an employee wherein a disciplinary action of record is likely to result, the employee will be given the earliest possible notice and shall be entitled to have present a Union representative. If the employee elects not to have a Union representative present, such waiver shall be in writing. All disciplinary action (excluding discipline which may result in criminal charge) shall be taken within 30 worked days for the involved employee from the date the supervisor had knowledge of the incident upon which the disciplinary action was based.

7.04 At any disciplinary meeting, the Union representative shall be furnished copies of those written records and/or documents which are presented to the employee.

ARTICLE VIII. GRIEVANCE PROCEDURE

8.01 Grievance Defined. A grievance, under this Agreement, is a written dispute, claim, or complaint arising under or during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement, including wages, benefits and working conditions. Grievances involving disciplinary action shall be handled in accordance with Article VII of this Agreement. However, grievances involving disciplinary suspensions or discharges will be subject to the grievance and arbitration procedure.

8.02 Notification. Any employee having a complaint shall first take up the matter with their immediate supervisor. If no satisfactory answer or disposition is received within three working days, the complaint shall be processed as follows:

Step 1. The employee and/or their Union representative shall within fifteen (15) calendar days after occurrence of the circumstances giving rise to the grievance, reduce the complaint to written form, stating all facts in detail, the contract sections alleged to be violated, and the remedy sought to resolve this grievance. This shall be submitted to the Chief of Police. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

The Chief of Police shall within five (5) working days after receipt of the grievance, schedule a meeting time and date, mutually convenient between himself, the grievant, and his/her Union representative to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within five (5) working days after such meeting, the Chief of Police will respond, in writing, answering the grievance. A copy will be provided to the grievant and his/her Union representative. If the grievance answer is not satisfactory, the grievant shall file the grievance to the City Manager within five (5) working days after receipt of the answer from the Chief of Police.

Step 2. Within ten (10) working days after receipt of the grievance, the City Manager will schedule a meeting mutually convenient between himself, the grievant, his/her Union representative, and the Staff Representative. Both the City and the Union shall have the right to have witnesses necessary to the grievance appear at the meeting. The meeting is to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within ten (10) working days, the City Manager will respond, in writing, answering the grievance. A copy will be provided to the grievant, his/her Union representative and the Staff Representative. If, at this step, the grievance remains unresolved, those matters that are covered by the City Charter as being within the jurisdiction of the Civil Service Board may be appealed to the Civil Service Board. All other grievances may be submitted to arbitration as hereinafter provided for in this Agreement. Notice of appeal, either to the Civil Service Board or to arbitration, shall be filed with the City Manager within ten (10) working days after receipt of his answer.

8.03 Any and all grievances resolved in any step of the Grievance Procedure as contained in this Agreement shall be final and binding on the City, the Union and all bargaining unit employees involved in the particular grievance.

8.04 Grievances shall be processed from one Step to the next within the time limit prescribed in each of the Steps. Any grievance upon which a disposition is not made by the City within the time limit prescribed or any extension which may be agreed to will automatically be referred to the next Step in the Grievance Procedure. The time limit is to run from that date when the time for disposition expired. Any grievance not carried to the next Step by the Union within the prescribed time limits or such extension which may be agreed to shall be automatically closed upon the basis of the last written disposition.

8.05 It is agreed that the time limits imposed under this article may be waived or extended by mutual agreement in writing. Waivers shall not exceed 30 calendar days unless mutually agreed. Further, any Step of the Grievance Procedure may be waived by mutual agreement in writing.

ARTICLE IX. ARBITRATION

9.01 The Union must notify the City Manager in writing of a desire to submit an issue(s) to arbitration within ten (10) working days from the date the written disposition was given under the last Step of the Grievance Procedure. In the event the Union shall fail to serve such written notice, the matter shall be considered closed on the basis of the last written disposition made. After receipt of a notice to submit a grievance to arbitration, the parties shall attempt to agree on a single arbitrator. If the parties are unable to agree within five (5) working days or within a longer period mutually agreed to, either party may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

9.02 The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration.

9.03 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement.

9.04 The award of the arbitrator shall be based exclusively on the evidence presented at the arbitration hearing.

9.05 The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of witnesses that are called by them.

9.06 There shall be no appeal from an arbitrator's decision in accordance with Section 9.03. The decision of the arbitrator shall be final and binding on the Union, bargaining unit employees, and the City.

9.07 It is specifically understood and agreed that in no one event shall employer condonation of any past infractions of any work rule, regulation, duty, responsibility or policy preclude the employer from reestablishing the work rule, regulations or policy nor shall an arbitrator so find.

ARTICLE X. HOLIDAYS

10.01 The following will be observed as holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day (First Monday in September)
- Thanksgiving
- The Friday after Thanksgiving
- The day before Christmas (Christmas Eve)
- Christmas Day
- Martin Luther King Day
- Personal Days - On January 1 of each calendar year, employees having attained career status will be eligible for five (5) personal days for personal business or family emergency, or as additional holidays. Personal days shall be prorated for probationary employees from the date they have completed their probationary period. Employees shall receive three and one-third (3.333) hours for each full month or fraction thereof from the date of the completion of the probationary period. The same pro-ration shall apply to employees terminating employment

with the City. Employees shall be paid for all unused personal days. An employee shall accrue no personal days during a leave of absence without pay.

Except in cases of personal emergency, requests to use personal days shall be scheduled twenty-four (24) hours in advance. Personal day leave requests shall not be unreasonably denied. Except in emergency situations, personal days shall be taken in no less than half-day increments.

10.02 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. If either of these alternate days is already a designated holiday, the City Manager shall determine the weekday upon which the holiday will be observed. For persons receiving additional compensation for working holidays, the additional compensation shall be paid on the actual day of the holiday, not on the observed day.

10.03 Holiday Compensation - Persons scheduled on a regular basis to work holidays will receive an additional compensation in the amount of nine (9) days pay at the straight-time rate whether or not they are scheduled to work on each of the nine (9) regular City holidays. An employee who works a holiday will be paid at the time-and-one-half rate. Employees will be paid for holidays and unused personal days no later than the first pay period in December. An employee shall accrue no holiday compensation during a leave of absence without pay.

ARTICLE XI. VACATION LEAVE

11.01 For purposes of vacation accumulation, employees will be credited for actual service time earned as an employee with another governmental entity, including municipality, county, township, school district or state. To be credited for the service time, the employee must supply the City with written proof of previous applicable service no later than 90 days from the date of appointment or promotion. Vacation time shall be allotted in the following manner.

First Five Years. Vacation leave shall be earned at the rate of one (1) day for each full calendar month, during the first five (5) years of employment with the City, equaling twelve (12) days per year.

Sixth Year Through the Ninth Year. Following an employee's fifth anniversary with the City, vacation leave shall be earned at the rate of one and one-fourth (1.25) days for each full calendar month of service with the City, equaling fifteen (15) days per year.

Tenth Through the Fifteenth Year. Following an employee's ninth anniversary with the City, vacation leave shall be earned at the rate of one and one-half (1.5) days for each full calendar month of service with the City, equaling eighteen (18) days per year.

Sixteenth through Twentieth Year. Following an employee's fifteenth anniversary with the City, vacation leave shall be earned at the rate of one and three-fourths (1.75) days

for each full calendar month of service with the City, equaling twenty one (21) days per year.

Beginning the Twenty-First Year of Service. Following an employee's twentieth anniversary of service with the City, vacation leave shall be earned at the rate of two days for each full calendar month of service to the City, equaling twenty-four (24) days per year.

Beginning the Twenty-Sixth Year of Service. Following an employee's twenty-fifth anniversary of service with the City, vacation leave shall be earned at the rate of 2.166 days for each full calendar month of service to the City, equaling twenty-six (26) days per year.

11.02 Use of Vacation Leave.

A. Maximum Accumulation. Vacation may accumulate to a maximum of an amount equal to forty-five (45) days. On December 31 of each year, any accrued time not taken in excess of the forty-five days shall be lost. An employee shall accrue no vacation leave during a leave of absence without pay.

B. Scheduling the Vacation. The time at which an employee shall take his vacation leave shall be approved by the Chief of Police, with due regard to the employee and particular regard for the needs of the City. Vacation requests prior to December 1 of the previous year shall be requested in full workweek increments. Vacation time may be taken in no less than half-day increments. Such leave shall be scheduled five (5) calendar days in advance and approved by the Chief of Police. Vacation requests shall not be unreasonably denied. Vacation shall initially be scheduled by seniority up to December 1st of the previous year. Within a work group, the employee with the highest seniority shall be given first preference for his first vacation choice until December 1. No employee shall be permitted to schedule more than one (1) vacation period until all employees have scheduled their first vacation choice. After December 1 of the previous year, vacation shall be scheduled on first-request basis. An employee may use up to 16 hours of accrued vacation time under the same conditions as provided in Section 10.01(10) of this Agreement for personal days, provided that such vacation time is scheduled in not less than four-hour increments and at the beginning or end of the shift.

C. Terminal Vacation Pay. Those employees who have obtained career status and leave the City service shall be paid for accrued vacation leave. In no case shall payment be made for more than the maximum accumulation. However, vacation payment shall not be released until City property checked out to the individual is returned, any funds due the City are paid, including borrowed sick leave or if litigation or criminal action is pending involving theft or property owned by the City.

D. Transfer of Vacation Leave. When an employee is transferred or appointed to another City department, his vacation credit shall be assumed by the new department.

11.03 Seniority for vacation is established from the date of employees' appointment to their current job classification.

ARTICLE XII. SICK LEAVE

12.01 Employees may utilize sick leave when unable to perform their work by reason of illness or injury. The Union supports the City's efforts to reduce and control excessive use of sick leave.

When the use of sick leave becomes necessary, the employee or some member of his household shall notify his immediate supervisor or department office by telephone or message not later than two (2) hours before normal starting time or as soon as possible if two (2) hours notice cannot be given. Unless notification is given, no sick leave will be approved except in unusual cases and then only if approved by the Chief of Police.

12.02 Rate of Accumulation. Sick leave with pay shall be accumulated at the rate of 4.616 hours per pay period, equaling fifteen (15) days per year. An employee shall accrue no sick leave during a leave of absence without pay.

12.03 Sick Leave Conversion.

A. An employee who retires and who is then eligible to receive retirement compensation under the Public Employee Retirement System or the Ohio Police and Fire Pension Fund will receive in pay, at his current rate of pay, fifty per cent (50%) of this accumulated sick leave time, up to 1,250 hours of accumulated sick leave.

B. When an employee accumulates in excess of 1,280 hours sick leave, those hours in excess of 1,280 will be paid off annually at the rate of one (1) hour's pay for each three hours of sick leave. This payment shall be made in January of each year based on the sick leave balance as of the last pay period of the preceding year.

12.04 Certificate of Illness. After the loss of twenty-four consecutive hours of paid sick leave for a single illness or injury, an employee is required to submit a physician's statement confirming the illness and the anticipated date of return to work. However, the supervisor may, at his discretion, require a physician's statement at any time, provided the employee has had prior written notification that such a statement will be required.

12.05 Transfer of Sick Leave. When an employee is transferred or appointed to another department, his sick leave credit shall be assumed by the new department.

12.06 Borrowing Sick Leave. With the prior approval of the City Manager, employees after exhausting all other available time (vacation, sick leave, personal day, etc.) may borrow up to ten (10) days of sick leave in advance of actually earning them.

12.07 Perfect Attendance Bonus Employees who use NO sick leave from Jan. 1 to Dec. 31 will receive a $50 Perfect Attendance Bonus no later than the second pay in January of the following year.

ARTICLE XIII. INJURY LEAVE

13.01 An employee injured on the job must report the injury to the employee's supervisor immediately or as soon as reasonably practicable and must submit required reports to the Chief of Police within 24 hours of the injury unless medically unable to do so. The City of Vandalia will not be liable for the injury of any employee resulting from, or arising out of, outside employment, or off-the-job injuries. Injury leave may not be used under these circumstances.

13.02 If an employee sustains an injury or contracts a disease in the course of and arising out of employment with the City of Vandalia and is unable to work, the City will grant Injury Leave to a maximum of 60 workdays. The employee shall request Injury Leave in 10-workday increments, or in such greater increments as the City may permit. The City may terminate Injury Leave before the expiration of an increment if the employee has recovered enough to perform available work. Requests for additional increments must be made two working days before the expiration of the current increment to allow sufficient time for investigation and review by the City. The City will pay an employee on Injury Leave the employee's regular weekly pay. Such payments shall take the place of Temporary Total disability payments available through the Bureau of Workers' Compensation.

An employee who has exhausted his Injury Leave and is unable to return to work shall be placed on leave without pay. An employee returning from Injury Leave or a leave without pay must provide a physician's release approved by the Chief of Police before returning to work.

13.03 The City may require an employee to perform Transitional Work duties temporarily within the limitations of the allowed conditions of his workers' compensation claim. During the time the City provides Transitional Work, the City will continue to compensate the employee at his regular pay rate. Any physician's release to Transitional Work must include a prognosis for full recovery and in no instance will Transitional Work for a single illness or injury be granted for more than 40 workdays. Transitional Work will be limited to the Police Department.

13.04 Should an injured employee require more than 60 days of Injury Leave to recover sufficiently to return to full duty or Transitional Work, the employee may elect— with the approval of the Police Chief — to convert a portion of the Transitional Work days to Injury Leave days. Similarly, if an injured employee returns to Transitional Work before the expiration of 60 Injury Leave days, the employee may elect - with the

approval of the Police Chief - to convert the remaining Injury Leave days to Transitional Work days as necessary to recover fully. In no case, however, will an injured worker be eligible for more than a total of 100 workdays of combined Injury Leave and Transitional Work days.

13.05 In determining an employee's eligibility for leave, or mental or physical ability to perform or return to full or transitional work, under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City. If an employee does not agree with the results of the City's examination, the employee may appeal to a third physician agreed upon by the City's physician and the employee's physician. The third physician's opinion shall be binding on the City and the employee and the examination cost shall be shared equally by the City and the employee.

ARTICLE XIV. OTHER LEAVES OF ABSENCE WITH PAY

14.01 Death in Family. Three days of leave with pay shall be granted upon proof of attendance at the funeral or similar memorial service in the event of the death of a member of the immediate family. Two additional days may be granted for lengthy travel of a distance greater than a 200 mile radius of Vandalia, Ohio. In the event of death, the following relationships are considered "immediate family:"

Spouse	
Child	Stepchild
Sibling	Step Sibling
Parent	Step Parent
Parent-in-Law	Step Parent-in-Law
Brother-in-Law	Sister-in-Law
Grandparent	Grandparent-in-Law
Grandchild	Member of Immediate Household
Son-in-Law	Daughter-in-Law
Step Grandparents	

14.02 Non-Job Related Court Appearances. Appearance before a Court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena not arising from City employment will be accommodated as necessary. Employees will be permitted to use applicable accrued leave time for this purpose or may schedule shift trades as approved by their supervisor.

14.03 Military Leave. Employees who enter the military service of the United States will be afforded all rights applicable by law.

14.04 Maternity Leave. Maternity leave will be provided as required by applicable law.

A. Parental Leave with Pay. Parents may take two days of paid parental leave upon the birth or adoption of their child or upon placement of a foster child in their home.

B. Paid Sick Leave Use. A mother may elect to use accumulated sick leave during her period of physical disability. Such leave, however, will be paid only for the time during which a physician certifies her to be physically disabled.

14.05 Family Medical Leave Act. The City shall comply with the provisions of the federal Family Medical Leave Act (FMLA) during the term of this Agreement. An employee shall exhaust all applicable, accrued paid leave before being placed on unpaid status. The employee shall have the option of selecting the order in which such paid leave is utilized. The provisions of the City's Personnel Policies and Procedures governing FMLA will be followed.

ARTICLE XV. HEALTH AND WELFARE PLAN

15.01 Life Insurance. All full-time employees are eligible for Group Term Life Insurance in the amount of $60,000. This coverage shall be fully paid by the City.

15.02 OML Insurance Program. All full-time employees are eligible to participate in this plan. Accidental death coverage in the amount of $12,000 is provided and paid for by the City. Eligible employees may elect to purchase additional insurance coverage through this program by payroll deduction.

15.03 Professional Liability Insurance. Individualized professional liability insurance protection to the levels of $100,000 (each covered employee), $300,000 (each incident) and $500,000 (annual aggregate) will be obtained and paid for by the City. Each officer is also protected by the City's one million dollar ($1,000,000) Umbrella Liability Policy. If the employee's liability is covered by this insurance, the City will fund any City approved and/or Court-awarded excess damage settlements.

15.04 Medical Insurance.

A. Health Care. All full-time employees may enroll in the City's Health Care Program when they begin their probationary period. The content of the health insurance benefits package and employee premiums will be consistent with that provided to employees in the City Manager's office, including any changes in benefits and employee contributions.

B. Premiums. Any health care premiums will be deducted from employees' bi-weekly wages. A deceased City employee's family will be provided this insurance at no cost for six months following the employee's death, or until the employee's retirement provides insurance, whichever occurs first. Eligible employees not enrolled in the Health Care Program for 12 consecutive months - January to December - will receive payment of $1,000 during the first quarter of the following year. Employees who enroll during the previous coverage year or

receive benefits/coverage during that year are not eligible for this benefit. Final decision on pay-off will be at the City Manager's discretion.

15.05 Coverage During Leave of Absence.

A. Employees on leaves of absence with pay will have their health and welfare plan continued.

B. An employee on authorized leave of absence without pay, upon the recommendation of the Chief of Police and approval of the City Manager and the plan administrator, may continue their enrollment provided they pay the entire health premium for the coverage after thirty (30) calendar days of leave of absence without pay.

C. Maternity leave employees will continue to be covered by the health and welfare plan.

ARTICLE XVI. OVERTIME

16.01 When sergeants are assigned to work extra time pursuant to departmental rules and policies beyond their normal workday or week, they shall be compensated for such overtime.

16.02 Definitions of Overtime. Overtime shall be considered as authorized time worked in excess of regularly scheduled workday or workweek. Those hours in excess of the normal workday or workweek shall be compensated at a rate of one and one-half times the employee's regular rate of pay. Employee overtime will be earned and recorded in not less than one-quarter hour increments. An employee who works any portion of a quarter hour shall be deemed to have worked the entire quarter hour. However, the employee shall remain on duty and available for service throughout the duration of any overtime increment.

When an employee is required to work overtime, employees shall be called in accordance with the procedure set forth in the first paragraph of Section 16.03. New sergeants or employees returning from an unpaid leave of absence shall be considered as having the highest number of hours on the overtime list. Any errors in assigning overtime will be corrected exclusively by future assignments. Bargaining unit employees agree not to grieve unintentional overtime procedure errors.

16.03 Supervisors will distribute overtime on a fair and equitable basis based on hours of overtime worked. On each occasion, overtime will be offered to the employee with the least amount of overtime as shown on the overtime list provided this does not result in a sergeant being scheduled to work more than 12.5 consecutive hours in a twenty-four hour period except in exigent circumstances determined at the discretion of management. Further, an employee who has called in sick for their regularly scheduled shift will not be eligible to work overtime for the twenty-four (24) hour period from the time their regularly scheduled shift was scheduled to start. For the purpose of this

Section, overtime refused or time when an employee was unavailable shall be counted as time worked. An employee regularly scheduled to work shall not be counted as unavailable for overtime, if overtime is required on that shift. Employees on a paid leave of absence or transitional duty shall not be called for overtime and shall not be counted as unavailable for overtime when on a paid leave of absence or transitional duty of a minimum of one regular workweek up to eighteen (18) working days including days off on either end. On the actual day or days of the paid leave of absence or transitional duty employees will not be eligible for other pay. After the eighteenth (18th) day of paid leave of absence or transitional duty, excluding the scheduled days off at either end of this paid time off, an employee shall be counted as unavailable for overtime. Additionally, overtime resulting from the United States Air and Trade Show and the Vandalia-Butler Chamber of Commerce Air Show parade, Regional Emergency Response Team or other extenuating circumstances shall be excluded from this equalization procedure.

Classifications within the Division of Police shall not be crossed for the purpose of overtime unless the employees in that classification have all refused the opportunity to work this overtime. Should no employee in a classification requiring overtime voluntarily accept that overtime, the supervisor may require an employee to work overtime. In the case of patrol sergeant overtime, the order-in shall be imposed upon the eligible member having accrued the fewest number of overtime hours as determined by the equalization list.

The police sergeant assigned to the Criminal Investigations Section (CIS) will be contacted and offered Patrol Section overtime before a Patrol Section sergeant is ordered to work the overtime. However, except in emergency or other exigent circumstances, the police sergeant assigned to the CIS may not be ordered to work Patrol Section overtime. Examples of such exceptions would include the air show, dignitary protection, mutual aid or other special events requiring an unusual number of sworn personnel. The unit number of the CIS sergeant will be placed on an overtime list. The CIS sergeant is ineligible for Patrol Section overtime during periods for which he/she is receiving stand-by pay. No equalization of hours of the CIS sergeant is required.

16.04 Officer Safety. For safety reasons, absent exigent circumstances determined at the discretion of management, employees will not be scheduled nor may they volunteer to work more than 17 hours in any 24-hour period. These hours include actual court time, training, school or any other work time required by the Division. Employees approaching their 17-hour limit must notify any staff member offering overtime of their ineligibility.

ARTICLE XVII. OTHER COMPENSATED TIME

17.01 Required Court Time. When an employee is required to attend court during nonscheduled work hours on a day when the employee is not otherwise scheduled to work, the employee shall be credited with three (3) hours time

compensated at a time-and-one-half rate. When an employee is required to attend court during nonscheduled work hours on a day when the employee is scheduled to work, he shall be credited with three hours time compensated at a time-and-one-half rate, except when the court appearance is scheduled one hour or less leading up to or following an employee's scheduled shift, in which case the employee will be paid overtime for the actual number of hours spent in court before or beyond the scheduled shift hours. Other court appearances within the minimum three hours are covered by the first appearance compensation and/or credited time.

17.02 Stand-By Pay. Employees required to perform stand-by functions, at the direction of the Chief of Police, shall be compensated at the rate of $15 for each full workday of stand-by duties.

17.03 Emergency Call-out Pay. When employees are called to work because of an unforeseen emergency, they will be paid at their overtime rate. An employee called out shall receive a minimum of three hours time for each emergency call out unless the call out occurs 30 minutes or less before or after the employee's scheduled shift. An employee need not report to work if a call-in is cancelled so long as the employee has already acknowledged by phone call receipt of the initial page and that he is responding.

17.04 Additional Training and Departmental Meetings. When an employee is required to attend training or department meetings during nonscheduled work hours on a day when the employees is otherwise scheduled to work, he or she shall be paid at a time-and-one-half rate with a minimum of three hours time or credited time as set forth in Section 17.06, except when the training or meeting is scheduled one hour or less leading up to or following an employee's scheduled shift, in which case the employee will be paid overtime for the actual number of hours spent in training or attending a meeting before or beyond the scheduled shift hours. When an employee is required to attend during nonscheduled work hours on a day when the employee is not otherwise scheduled to work, training and Division or Section meetings shall be paid at a time-and-one-half rate with a minimum of three (3) hours time or credited time as set forth in Section 17.06. The first watch patrol sergeant attending supervisory staff meetings on scheduled work days no more than two hours subsequent to his/her shift shall be compensated continuously from the end of his/her shift until the end of the supervisory staff meeting provided the sergeant remains on duty and is productive between the time the first watch ends until the supervisory staff meeting commences. The Union-Management Committee established in Section 26.01 shall be a forum for providing input and recommendations to the Chief of Police for proposed areas of in-service training.

17.05 Compensatory Time. Compensatory time will be accumulated at a time-and-one-half rate and will be taken at a time mutually agreed upon by the employee and supervisor. Except for CIS personnel, compensatory time will not be scheduled more than 24 hours in advance. Compensatory time off may not be scheduled if it would create an overtime situation. Employees may take up to 20 hours of time per occasion. They may accrue no more than 56 hours annually.

Accrued comp time will be paid off at the employee's hourly rate of pay – as of their final pay – in the year in which it was incurred. Payment will be made no later than the second pay in January following the year in which it was accrued.

Employees on a 5/2 schedule may carry over eight hours of compensatory time to the next calendar year. Employees on a 6/3 schedule may carry over as many as 26 hours to the next calendar year. Eighteen of the twenty-six hours must be applied to equity adjustment (12 hours earned at time and one-half rate equals 18 hours.) Conversion of compensatory hours to satisfy the equity adjustment must be accomplished in a single transaction of 18 hours. Employees will notify the Chief of Police by Dec. 15 of each year their intent to convert this comp time.

17.06 Equity Adjustment in Hours Worked. The Union recognizes that an inequity exists between the number of hours worked annually by the sergeants working road patrol functions on a six and three schedule and other sergeants and full-time employees working a five and two schedule. The sergeants working the six and three schedule work 2068 hours annually, including the fifteen minutes prior to and after their patrol shift. Other sergeants and full-time employees working the five and two schedule work 2080 hours annually, thus creating a 12-hour deficit for the sergeants working the six and three schedule. Recognizing that a 12-hour deficit exists, the Union agrees to the following:

Effective on January 1st of each year of this Agreement, sergeants assigned to road patrol functions and working the six and three schedule will receive no additional compensation for the first 12 actual hours of overtime duty until the 12-hour deficit is satisfied. The time will be credited at a straight time rate. Court appearances shall be credited at a minimum of one hour. If the total productive hours worked, including time credited under this Section, exceeds 171 hours during a 28-day period, the productive hours in excess of 171 shall be paid at the time and one-half rate. After the 12-hour deficit is satisfied, the employee will be paid as outlined in Article XVI of the Agreement.

All other full-time employees not working the six and three schedule will be paid for all attendance as outlined in Article XVI of this Agreement. This equity adjustment will apply to any other shift that is less than 2080 annually.

ARTICLE XVIII. UNIFORMS

18.01 The City shall furnish initial issue and provide all necessary replacement of uniforms, leather gear, and approved accessories to each sergeant. Accessories include approved defensive equipment (handgun, magazines, PR-24 baton, ASP baton, pepper mace, and their carrying holders), all approved belt items such as flashlight ring, handcuffs and holder, and other items as approved. Accessories also include all needed and approved items necessary to perform the employee's job (container clipboards, ticket books, pens, paper items, etc.) and body armor for sergeants desiring to use it. Items shall meet departmental standards and specifications. It shall be the responsibility of each sergeant to be properly attired in full uniform with said uniform to

be in good condition. Sergeants reassigned to plainclothes duty after the effective date of the contract, for a continuous period of greater than 90 consecutive workdays, will be paid an additional $1000 upon reassignment, $750 in the second year of the assignment, $500 in the third year of the assignment, and $750 in each successive year. Sergeants already assigned to plainclothes will continue to receive the $750 allowance. The annual payment shall be made in the pay period following the first and second anniversary of the reassignment. The City shall report the clothing allowance as required by IRS regulations. Each employee may retain copies of their receipts of their purchase of items for their own tax purposes.

All uniforms, leather gear, equipment and accessories issued by the City remain the property of the City of Vandalia. Except as otherwise approved by the Chief of Police, all issued items must be returned to the City at the time of retirement, resignation or termination.

Each employee shall be responsible for laundering, dry cleaning, pressing or other routine upkeep of uniforms, leather and other issued equipment as may be required in order to report for duty presenting a neat, clean, well-groomed and professional appearance.

18.02 Employees shall be entitled to replacement, at City expense, of equipment and personal property which are necessary for the job and which are destroyed in the line of duty and not due to employee's negligence. Such replacement shall be requested through the Chief of Police and subject to his approval. The employee's application shall set forth a description of the article destroyed and the cause of destruction. Equipment or personal property shall be limited to prescription glasses/contact lens and a wristwatch. The value of the watch will be limited to $50 and the damaged article shall be surrendered as property of the City of Vandalia.

ARTICLE XIX. RECREATIONAL USE BENEFITS

19.01 The City will extend recreational use privileges in line with those privileges extended to all other employees with the exception of the Vandalia Recreation Center as provided for in Section 19.02.

19.02 The City will provide an annual adult resident or business Vandalia Recreation Center membership to each employee. All memberships expire on Dec. 31 of the year in which they are issued. The value of this membership may be applied to a family membership. In addition, the City will provide an individual exercise pass for the employee's exclusive use. All other Recreation Center expenses incurred will be the employee's responsibility.

ARTICLE XX. COMPENSATION

20.01 Current employees will receive a 2 ½ % wage increase for 2012, retroactive to the first pay period in 2012. Wages will increase 3.0% in first pay period of 2013 and 3% in the first pay period of 2014.

20.02 Promoted employees will serve a probation period of six months. Only upon successful completion of this probationary period will the employee be granted Career Status. An appointment of a promoted employee shall not be deemed completed until this period of six months has elapsed.

Following successful completion of the probationary period, the employee will become eligible for a merit salary increase. Salary increases, based on reasons of merit, may be made to the next step in the salary range or may be above or below the next step, in one-half step increments. Each year after the date from which the employee was granted career status, the employee will be eligible for a merit salary increase until the employee has reached Step D. Merit salary increases will be paid from the date of merit eligibility. Every five years after the employee has reached Step D, the employee will be eligible for a step increase to the next pay step until the employee reaches pay step G, which is the highest step in this classification. The five-year increases will not be withheld unless the employee is performing at unsatisfactory levels as documented by performance appraisals.

Step increases will occur as follows, pursuant to normal departmental requirements:

Police Sergeant	Hourly Wages		
	2012	2013	2014
A	$33.76	$34.78	$35.82
B	$35.29	$36.35	$37.44
C	$36.88	$37.99	$39.13
D	$38.54	$39.70	$40.89
E	$40.27	$41.48	$42.72
F	$42.09	$43.35	$44.65
G	$43.97	$45.29	$46.65

Police officers promoted to the rank of sergeant after the effective date of this contract will be compensated under the City's compensation plan adopted in 2009. Employees may seek review of any denial of a merit increase under the City's merit compensation plan through the grievance and arbitration procedure for overall performance ratings of two or below; however, such ratings may be reversed only if arbitrary or capricious.

20.03 Shift Differential. In consideration of the rotational evening, midnight and overlapping shift assignments inherent to the police service, all bargaining unit

employees shall receive an annual payment of $1,000 to be paid on the first pay period in December of each year.

ARTICLE XXI. LAYOFF/ABOLISHMENT

21.01 Layoffs. If the City Manager must separate any employee due to a lack of funds or curtailment of work, or for other reasons not the fault of the employee, he must give the affected employee notice of at least ten (10) working days prior to the effective date of layoff/abolishment or ten (10) days pay if notice cannot be given to such employee. Notice shall be issued by certified mail or personal service to the employee. However, no career status employee shall be separated from the City service while there are seasonal, temporary, part-time or probationary employees serving in the same classification or performing similar duties for the City. The conditions of layoff/abolishment shall be as follows:

A. Order of Separation. The City Manager shall prepare a list of classification for layoffs with a copy provided to the Union Chapter Chairperson. Preference for retention, within a job classification, shall be based upon length of service with the City.

B. Offer of reassignment/displacement rights. An employee who is to be laid off/abolished shall have the following reassignment/displacement rights:

(i) The notice of layoff shall contain a listing of job openings currently available within the Department. The employee shall have the right to transfer, or be reassigned to one of those openings, if the employee can show that he/she meets the minimum qualifications for the job.

(ii) An employee within a department shall have the right to displace an employee with lesser seniority, provided the employee meets the minimum qualifications for that classification.

(iii) An employee who by exercising his rights is placed in a new classification, shall receive the rate of pay in the new classification that is closest to his/her current rate of pay without exceeding his/her current rate of pay as of the effective date of layoff/abolishment.

(iv) Employees who are laid off shall be eligible for recall to any job opening wherein the employee can demonstrate that he/she meets the minimum qualifications for the job. Written notice shall be given laid-off/abolished employees of all job openings created after the effective date of layoff/abolishment

(v) Under this Section, employees do not have the right to reassignment or to displace an employee in a higher rated classification.

ARTICLE XXII. BULLETIN BOARDS

22.01 Bulletin boards presently provided in the police headquarters may be used by the Union for notices of the following type:

A. Recreation and social events

B. Election and election results

C. General membership meetings

22.02 Notices shall be reviewed with the Chief of Police or his designate. Any bulletins or notices considered inflammatory or political will not be permitted on any police bulletin board, nor will they be permitted to be displayed in the City's police offices, facilities, equipment, etc.; if such inflammatory or political notices appear on said bulletin boards, they shall be removed by management.

ARTICLE XXIII. EFFECT OF LAW

23.01 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court or administrative tribunal, competent jurisdiction or applicable legislative body, such decision or legislation shall apply to the specific article, section or portion thereof directly specified. The parties will meet with and negotiate the abrogated provisions. The remainder of this contract shall remain in full force and effect.

ARTICLE XXIV. TRAINING & TUITION REIMBURSEMENT

24.01 Training. The City recognizes the need for training of personnel. Every effort will be made to provide additional necessary training, both on and off duty, on an equitable basis.

24.02 Tuition Reimbursement. Employees pursuing undergraduate or graduate degrees from a college or university accredited by the North Central Association of Colleges will receive 80 percent of their tuition cost, up to $3,000 annually. Employees desiring to take advantage of this benefit shall notify the Chief of Police in writing by June 1 prior to the year in which the tuition reimbursement is redeemed. Reimbursement will be made for a grade of C or better or "pass" on a pass/fail system. Copies of paid tuition, fees, textbook receipts and grade report shall be submitted in order to receive City reimbursement.

24.03 Specialized Education and Training. Employees are also eligible for reimbursement of up to $1,350 in tuition, books and other fees for specialized training that will enhance their skills related to their job duties. Employees must submit a written request and obtain prior approval of training from the Chief of Police to be eligible for

reimbursement. An employee's combined annual reimbursement amount from Sections 24.02 and 24.03 of this contract may not exceed $3,000 annually.

ARTICLE XXV. WAIVER

25.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged in bargaining collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of both parties at the time that they negotiated or signed this Agreement. Nothing contained in this Section shall prevent, however, the parties by mutual agreement from adding to or subtracting from this Agreement.

ARTICLE XXVI. UNION/MANAGEMENT COMMITTEE

26.01 In order to provide a mechanism for discussing of mutual problems, there is hereby established a Union/Management Committee. This Committee shall be composed of two (2) persons appointed by the Union and two (2) persons representing Management. This Committee shall meet at least quarterly on a date and at a time mutually agreeable (City holidays excluded), to provide a forum for the discussion and possible resolution of problems within the Division of Police. The establishment of this Committee shall not be construed as to obligate either party to participate in additional bargaining nor does recognition of issues by this Committee expand the issues to be resolved through the grievance procedure. It is the intent of this Section only to provide an informal format to discuss problems of mutual concern with the understanding that, if possible, these problems by mutual cooperation would be resolved. From time to time, upon mutual agreement, the meeting of the sergeants' union/management committee may be combined with the union/management committee meeting of the patrol officers.

ARTICLE XXVII. POSTING OF VACANCIES

27.01 "Special Assignments" within the Division of Police include the Criminal Investigations Section (CIS) supervisor. When the Chief of Police determines to fill a vacant special assignment, such vacancy shall be posted on the Division bulletin board for a period of not less than ten (10) calendar days. The posting shall include the title of the position, the duties and responsibilities and the minimum qualifications necessary for the assignment. It is understood and agreed that the Chief of Police has the authority to define and/or establish the qualification for the position.

ARTICLE XXVIII. TERMINATION

28.01 This Agreement shall be effective upon signing and shall remain in full force and effect until December 31, 2014 and shall be extended for one (1) year periods thereafter unless either party serves written notice by September 15 of subsequent years thereafter on the other party having decided to terminate or amend this Agreement.

In witness whereof, the parties hereto have set their hands this 10 of May 2012.

Sgt. Thomas Valley

Harry J. Busse III 05-14-12

230172

MEMORANDUM OF AGREEMENT

The following Memorandum of Agreement is for a trial period ending the last day of the collective bargaining agreement, or when such a Memorandum no longer applies to the patrol officers, whichever is sooner.

The Division will solicit shift preferences for the following year during a two-week period in September. Shift assignments will be awarded by preference based upon VPD seniority within a position classification. Seniority for shift preferences is established from the date an employee is appointed to their current job classification.

Every effort will be made to accommodate and sustain shift preferences. Nonetheless, the Chief of Police, or his designate, reserves the prerogative and authority granted to the Chief by the Ohio Revised Code, the Vandalia City Charter, and the collective bargaining agreement. The Chief may station, [re]schedule, or [re]assign police personnel at any time as circumstances, public safety needs, staffing considerations, or the best interests of the City or Division may require.

Ohio Patrolmen's
Benevolent Association

Sgt. Thomas Valley

City of Vandalia, Ohio

Harry J Busse III 05-14-18

Date: _____

159690

Letter of Intent

In negotiations, the Union proposed the following language: "Sergeants working overtime at the beginning of a patrol shift will be compensated at the overtime rate for the half hour prior to the beginning of the shift for preparing for and conducting roll-call."

The City is unwilling to commit to this contractually, but provides this letter of intent.

It is the intent of the City to continue the practice reflected in the above language proposed by the Union so long as, in the City's judgment, it makes operational sense to do so; the City may discontinue this practice with no obligation to negotiate about this.

Chief Knight

Date: 05-10-12

159690

MEMORANDUM OF UNDERSTANDING

The contract can be read to say that promoted sergeants will not be entitled to personal days or the accrual of personal days during their six month probationary period as sergeants.

Despite this, the parties agree that promoted employees will be entitled to personal days and the accrual of personal days during their probationary period as sergeant.

Ohio Patrolmen's Benevolent Association - Sergeants	City of Vandalia, Ohio
Sgt. Thomas Valley	
Joseph M. Hyedus	

Date: April 29, 2009

CONTRACT AMENDMENT

1. This amendment will prevail over anything to the contrary in the collective bargaining agreement.

2. This amendment will remain in effect for the duration of the current collective bargaining agreement.

3. For purposes of the Fair Labor Standards Act, a 28-day work period will be used for determining overtime. Overtime shall be paid only for time worked in excess of 171 hours during the 28-day work period. Paid time off will not be considered hours worked for purposes of overtime.

4. The payback for hours lost from the 5/2 schedule would be as set forth in the contract. However, if, as a result of this amendment, an officer works 2080 straight-time hours or more, there will be no payback.

5. The contractual minimums (court time, emergency call-out, additional training and department meetings) will be retained but paid at straight time. Only time actually worked toward a minimum will be counted toward the employee's 171-hour overtime threshold. For example, if an officer is required to go to court on one of his normal days off and is there two hours, he receives three hours' straight-time pay, but only two hours count toward the 171 hours in the 28-day period.

6. The City will not send an officer home early solely to avoid the officer's working more than 171 hours in the 28-day period.

7. However, any bargaining unit member who works during the weekend of the Air Show, including the Air Show Parade, from 6:00 p.m. Friday through 6:00 a.m. Monday morning, wherever assigned, shall be paid at a rate of one and one-half times regular pay for any hours worked in cases where the employee was not regularly scheduled to work these days, or shall be paid at a rate of one and one-half times regular pay for any hours worked in excess of eight and one-half hours, at any time during this time frame, in all cases where the employee is regularly scheduled to work.

Ohio Patrolmen's Benevolent Association

Joseph M. Hayden

Sgt. Thomas Valley

Date: 05-10-12

230172

City of Vandalia, Ohio

Harry J Bussett 05-14-12

Janet Trick