

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVON AND
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
ARTICLE 19, HOLIDAYS AND APPENDIX A, "ACADEMY RATE"**

This Memorandum of Understanding is between the Ohio Patrolmen's Benevolent Association (hereinafter the OPBA or Union), and the City of Avon (hereinafter the City or Employer), collectively referred to as "the parties." The parties have conferred and agree to clarify and amend the terms of the current collective bargaining agreement (CBA) (effective January 1, 2015, through December 31, 2017) as set forth herein.

1. Effective January 1, 2017, **ARTICLE 19, HOLIDAYS, Section 3**, shall be amended to read as follows:

Section 3. If an employee is scheduled to work on any of the holidays listed in Section 1 above (to exclude the floating holidays and the employee's birthday) **as a part of his regular work schedule**, he shall be entitled to premium pay for all hours of such time worked at one and one-half (1 1/2) times his regular base rate of pay. If an employee **volunteers to work excess/overtime hours beyond his regular work schedule**, is **scheduled in, called in, or mandated in to work excess/overtime hours beyond his regular work schedule**, or is called into work early or held over on New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day, or Christmas Day he will be compensated double time and one-half (2 1/2) for **such** actual hours worked.

"Regular schedule" as used herein shall mean the work schedule for the applicable fourteen (14) calendar day work period as posted/adjusted pursuant to Article 18, Section 7, Workweek/Scheduled Hours, and Section 8 of the MOU - 12 Hour Shift Schedule, of the CBA.

2. Further, the parties agree that should officers be approved for a shift trade which would include a holiday listed in Section 1 of Article 19, the Officer who actually works the holiday will be entitled to premium pay at one and one-half (1 1/2) times his regular base rate of pay for all such hours worked.
3. **Effective upon execution of this Memorandum of Understanding, APPENDIX A, Section 3**, shall be amended to read as follows:

Section 3. A. Effective with the first pay of 2017, all full-time employees **who have completed and passed all training required to become a certified Peace Officer** shall be paid in accordance with the following scale (2% increase to top rate and maintain descending pay scale):

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	<u>Start</u> <u>Rate</u>	<u>After</u> <u>1 Year</u>	<u>After</u> <u>2 Years</u>	<u>After</u> <u>3 Years</u>	<u>After</u> <u>4 Years</u>
	<u>80% of Top</u>	<u>85% of Top</u>	<u>90% of Top</u>	<u>95% of Top</u>	<u>Top</u>
Hourly	\$27.99	\$29.74	\$31.49	\$33.24	\$34.99
Annual	\$58,220.08	\$61,858.83	\$65,497.59	\$69,136.34	\$72,775.10

B. Effective upon execution of this Memorandum of Understanding, any full-time employee who has not completed and passed all training required to become a certified Peace Officer shall be paid an "academy rate" from the date of hire until receipt of certification as a Peace Officer, or the completion of twelve (12) months of service, whichever comes first. The "academy rate" shall be twenty-two dollars and seventy-five cents per hour (\$22.75) per hour.

It is understood that if a full-time employee does not complete and pass all training required to become a certified Peace Officer within one year of date of hire, the employee will no longer be qualified for employment as a Police Officer with the City.

/s/ Sandy Conley/designee

Bryan K. Jensen, Mayor/designee

March 23, 2017

Date

Richard A. Bosley
Richard Bosley, Chief of Police

03/24/2017
Date

Andrea Rocco
Andrea Rocco, OPBA Staff Representative

March 23, 2017
Date

NORM ELIAS
Norman Elias, Patrol Officer/OPBA Officer

03-24-17
Date

Andrew Kehl
Andrew Kehl, Patrol Officer/OPBA Officer

3-24-17
Date

Richard Bosley, Chief of Police

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Andrea Rocco