

Resolution 141-2022
Approving MOU with the Ohio Patrolmen's Benevolent Association

Cuyahoga County, Ohio

Be It Resolved by the Olmsted Township Board of Trustees that:

WHEREAS, Olmsted Township and the Ohio Patrolmen's Benevolent Association are parties to a collective bargaining agreement, January 1, 2022-December 31, 2024, 2021-MED-10-1315 and 2021-MED-10-1316, pursuant to the Ohio Collective Bargaining Act and setting forth certain wages, hours and other terms and conditions of employment for full-time Patrolmen and full-time Sergeants; and

WHEREAS, the parties desire to temporarily modify this Agreement to authorize regularly scheduled work hours for these bargaining unit members of up to 12 hours per shift on a trial basis; and

WHEREAS, the OPBA, through its local representative, has notified the Township that the OPBA approves the Memorandum of Understanding attached hereto as "**Exhibit A**"; and

WHEREAS, the Board of Trustees finds it in the best interest of the Township to approve this MOU;

NOW THEREFORE IT BE RESOLVED by the Board of Trustees that the Board approves the Memorandum of Understanding attached hereto as "**Exhibit A**."

BE IT FURTHER RESOLVED that Chief Adam is authorized to execute the Memorandum of Understanding on behalf of the Township is to return a fully executed copy to the Fiscal Office.

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 14th day of December, 2022.

Attest: *Barbara J. Jones*
Township Fiscal Officer

Barbara J. Jones
Township Trustees

This agreement is dated this 14th of December, 2022.

FOR OLMSTED TOWNSHIP

Jay J. 12/14/2022
(date)

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

JK
12. 15. 2022
(date)

James M. Kead 12/14/22
(date)

(date)

Brian A. Holb 12/15/2022
Brian A. Holb
Counsel for the OPBA
(date)

MEMORANDUM OF UNDERSTANDING
BETWEEN
OLMSTED TOWNSHIP
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

This MOU is entered by and between Olmsted Township and the OPBA and beginning the last date signed below. The parties enter this MOU for the Township Police Department to regularly schedule bargaining unit members up to twelve (12) hours per shift, eighty (80) hours per pay period, on a trial basis. The parties agree as follows:

1. The term of this MOU shall begin December 25, 2022 and expire at the end of the final pay period for 2023, or earlier upon twenty-eight (28) days written or electronic mail notice by the Township to the OPBA Local President.
2. During the term of this MOU, the following Sections of the Collective Bargaining Agreement between the parties, January 1, 2022-December 31, 2024, 2021-MED-10-1315 and 2021-MED-10-1316, are amended as shown:
 - Article 2, Section 2.03
 - “The term full-time means any Patrolman or Sergeant who is regularly scheduled to work **8 eighty (80) hours per day and forty (40) hours per week per pay period.**”
 - Article 7, Section 7.01
 - “For the purpose of this Agreement, and unless the parties agree otherwise, a workday shall ~~consist of eight (8)~~ **not to exceed twelve (12)** regularly scheduled hours **each shift**, which commences at the starting time of a regularly scheduled shift. The normal workweek for employees shall be ~~forty (40)~~ **eighty (80)** regularly scheduled hours in **each fourteen (14) day work period**. The parties acknowledge and agree that bargaining unit members are law enforcement personnel working under the exemption in Section 207k of the Fair Labor Standards Act, and are working under a work period of fourteen (14) consecutive calendar days of eighty (80) hours.”
 - Article 7, Section 7.02
 - “All overtime must be approved by the Chief of Police or his designated representative. Employees shall receive one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of ~~eight (8) hours~~ **their regularly scheduled shift** per day and/or ~~forty (40)~~ **eighty (80)** hours in a seven

(7) fourteen (14) day work cycle/period. Employees shall have the option to request cash payment or credit for overtime to accumulate as compensatory time at ninety (90) minutes for each one (1) hour of overtime worked. If the parties agree to longer work days, overtime will be paid for the hours in excess of the scheduled shift.”

- Article 14, Section 14.01
 - “Employees shall be granted up to ~~three (3) days~~ **twenty-four (24) hours** paid leave in the event of a death in the immediate family.”
- Article 14, Section 14.03
 - “Upon approval of the Chief of Police, his designee, or the Board of Trustees, ~~three (3) twenty-four (24)~~ additional days hours of bereavement leave may be charged to sick leave if the employee has unused sick leave.”
- Article 16, Section 16.02
 - “Vacation hours can be used in ~~eight (8) hour full-shift~~ increments with the prior approval of the Chief of Police or his designee.”
- Article 17, Section 17.01
 - ADD: “**A holiday is defined as eight (8) hours of holiday pay. If requesting off on a holiday during which the member was scheduled to work twelve (12) hours, the member will use eight (8) hours of holiday, plus four (4) hours of accrued time, excluding sick”**
- Article 17, Section 17.03
 - “Bargaining unit full-time employees shall be entitled to personal leave days as follows
 - “After one year of service – 8 hours of personal time
 - “After two years of service – 24 hours of personal time”

3. This MOU does not require the Township to provide alternative work hours to a member assigned to special detail, for example, school resource officers or light duty.

All provisions of the CBA not expressly revised in this MOU shall remain unchanged.