

CITY OF CHEVIOT
STATE OF OHIO

RESOLUTION NO. 17 - 22

TO AUTHORIZE THE MAYOR TO MAKE SPECIFIED CHANGES TO THE COLLECTIVE BAGRAINING AGREEMENT BETWEEN THE CITY OF CHEVIOT AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

WHEREAS, on April 19, 2016, by Resolution No. 16-13, this council approved a new three-year collective bargaining agreement with the Fraternal Order of Police/Ohio Labor Council, Inc.; and

WHEREAS, that agreement became effective on April 1, 2016, and will remain in effect through March 31, 2019; and

WHEREAS, both parties to the agreement now wish to reopen the agreement and desire to try an alternative schedule which may be advantageous to both parties, and

WHEREAS, the collective bargaining agreement contains provisions in Article 15, Hours of Work/Overtime, and Article 21, Vacations, that would preclude the implementation of an alternative schedule wherein a scheduled shift would exceed 8.5 hours, and


WHEREAS, both parties propose to try the alternative schedule for a period of six (6) months, beginning the first pay period of December, 2017.

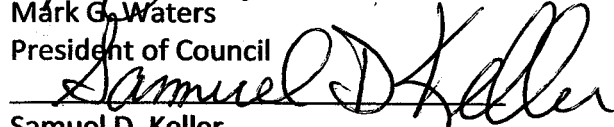
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to reopen the collective bargaining agreement with the Fraternal Order of Police/Ohio Labor Council, Inc. for the purpose of an alternative schedule for a trial period.

Section 2. Amending the terms of the collective bargaining agreement between the City of Cheviot and the Fraternal Order of Police/Ohio Labor Council, Inc. in accordance with the terms specified in "Exhibit A" attached hereto and made a part hereof, is hereby approved.

Section 3. This resolution shall take effect immediately.



Mark G. Waters
President of Council


Samuel D. Keller
Mayor

Nov. 21, 2017

Date passed
11-21-17

Date approved

Attest:

Jenny M. Eiler
Jenny Eilermann
Clerk of Council

APPROVED AS TO FORM:

Deborah M. Slaughter
DEBORAH M. SLAUGHTER
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the Western Hills Press, a newspaper of general circulation in the City of Cheviot, once per week for two consecutive weeks, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

1. 11-28-16, 2017, and
2. 12-6-17, 2017.

Jenny M. Eiler
Jenny Eilermann
Clerk of Council

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CHEVIOT, OHIO

AND

**THE FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.**

Whereas, The City of Cheviot, hereunder referred to as the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereunder referred to as the Union, are parties to a collective bargaining agreement; and

Whereas, the Employer and the Union desires to try an alternative schedule which may be advantageous to both parties, and

Whereas, the collective bargaining agreement contains provisions in Article 15, Hours of Work/Overtime, and Article 21, Vacations, that would preclude the implementation of an alternative schedule wherein a scheduled shift would exceed 8.5 hours, and

Whereas, the Employer and the Union proposes to try the alternative schedule for a period of six (6) months, beginning the first pay period of December, 2017.

Now, therefore, the parties agree to the following:

1. Changes to the collective bargaining agreement shall be in effect through the completion of a six (6) month trial basis starting with the first full pay period in December, 2017, unless it is mutually agreeable to extend the change until the expiration of the agreement on May 31, 2019. Either party (Employer or the Union) at any time during duration of contract, with 10 days advanced notice can request a meeting to discuss issues with the shift rotation, if it is not mutually agreeable to extend the changes, the parties agree to revert to current contract language at the earliest possible time to minimize disruption to the department and personnel.
2. Section 15.1. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall be comprised of twelve (12) hour or a majority of twelve (12) hour days. The work schedule shall begin on

Saturday and end on Friday and consist of forty (40) hours of work performed during a seven (7) day workweek.

3. Section 15.2. When an employee is required to work in excess of their regularly scheduled work shift, the employee shall be paid overtime pay for such work at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Hours of work for the purpose of this Article shall mean all hours in active pay status, which shall be defined as actual hours worked, hours on paid vacation, hours on paid sick leave and hours on paid personal/compensatory leave. The Employee will have the right to choose between paid overtime and compensatory time, until he or she builds two hundred and four (204) hours of compensatory time, which will be the maximum. Any overtime worked after the maximum number of hours of compensatory time (204) hours will be paid at a rate of one and one half (1-1/2) times the officer's regular salary as overtime compensation. During the time which the City maintains Bargaining Unit Employees on a twelve (12) hour work schedule, the City shall grant four (4) hours of "Kelly Time" every two weeks to each Bargaining Unit Member on a twelve (12) hour work schedule.
4. Section 15.3. There shall be a minimum of two (2) officers working each shift at all times during the shift. These officers must be below the rank of chief and in uniform.
5. If either party wishes to bring forward a new rotation, schedule or shift length, then both parties will have to agree to implement it.
6. Article 21, Section 21.1 shall read as follows:

ARTICLE 21

VACATIONS

Section 21.1. Bargaining unit employees shall earn vacation leave according to their number of years of service credit* as follows:

- A. Less than one (1) year of service completed - NO VACATION.
- B. One (1) year of service, but less than six (6) years completed -85 working hours. Rate 3.27 hours per pay period.
- C. Six (6) years of service but less than twelve (12) years completed -127.5 working hours . Rate: 4.9 hours per pay period.

D. Twelve (12) years of service but less than eighteen (18) years completed -170 hours.
Rate 6.65 hours per pay period.

E. Eighteen (18) years or more of service complete - 212.5 hours. Rate: 8.17 hours per pay period.

F. Twenty-four (24) years or more of service complete, 255 hours. Rate :9.8 hours per pay period.

*For all Employees hired on or after April 1, 2016, Service credit includes all prior Full-Time service time with a political subdivision of the State of Ohio, plus all time, Full-Time or Part-Time, served with the Cheviot Police Department.

An Employee with prior service does not receive credit for that service until completion of one (1) year of service with the Cheviot Police Department.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the _____ day of November, 2017.



DEBORAH M. SLAUGHTER
CHEVIOT LAW DIRECTOR
AS TO FORM

BARRY L. GRAY
SENIOR STAFF REPRESENTATIVE
FOP OLC, INC.

SAMUEL D. KELLER
MAYOR, CHEVIOT, OHIO

SGT. JEFF PATTON
BARGAINING TEAM MEMBER

PTL. BRANDON GOFF
BARGAINING TEAM MEMBER