

CITY OF CHEVIOT
STATE OF OHIO

RESOLUTION NO. 18-06

TO AUTHORIZE THE MAYOR TO MAKE SPECIFIC CHANGES TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CHEVIOT AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. TO EXTEND THE ALTERNATIVE SCHEDULE.

WHEREAS, on April 19, 2016, by Resolution 16-13, this Council approved a new three-year collective bargaining agreement with the Fraternal Order of Police/Ohio Labor Council, Inc.; and

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

WHEREAS, on November 21, 2017, by Resolution 17-22, this Council authorized the Mayor to make specific changes to said agreement, namely the implementation of an alternative schedule for a period of six (6) months; and

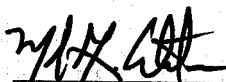
WHEREAS, both parties to the collective bargaining agreement want to extend the alternative schedule through the current term, which shall be effective through March 31, 2019.

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

Section 1. This Council hereby approves the extension of the alternative schedule through the current term of the collective bargaining agreement, which shall be effective through March 31, 2019, as more fully described in Exhibit "A," attached hereto.

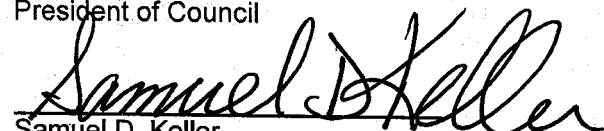
Section 2. The Mayor is hereby authorized to re-open the collective bargaining agreement with the Fraternal Order of Police/Labor Council, Inc. for the purpose of extending the alternative schedule through the current term of the collective bargaining agreement.

Section 3. This resolution shall take effect immediately.



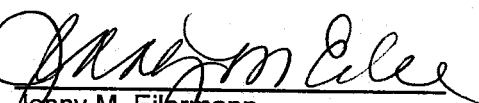
Mark G. Waters
President of Council

JUN 19 2018
Date passed

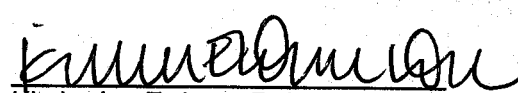


Samuel D. Keller
Mayor

JUN 19 2018
Date approved

Attest:


Jenny M. Eilermann
Clerk of Council

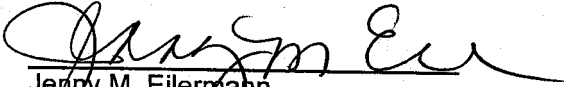
Approved as to form:


Kimberlee Erdman Rohr
Law Director

CERTIFICATE OF PUBLICATION

I, Jenny M. 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, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

- 1) 6-27, 2018, and
- 2) 7-4, 2018.


Jenny M. 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 adopt 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, 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 the remainder of the collective bargaining agreement.

Now, therefore, the parties agree to the following:

1. Changes to the collective bargaining agreement shall be in effect until the expiration of the agreement on March 31, 2019. Either party (Employer or the Union) at any time during the 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 on-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.

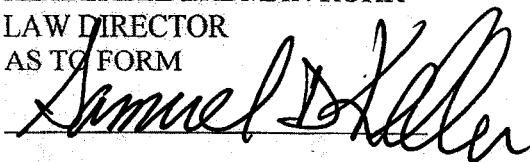
An Employee with prior service does not receive credit for that service until completion of one (1) year of service with the Cheviot Police Department.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the _____ day of May 2018.

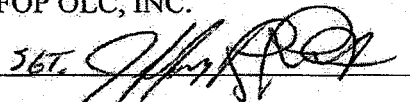


KIMBERLEE ERDMAN ROHR
LAW DIRECTOR
AS TO FORM

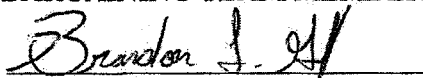


SAMUEL D. KELLER
MAYOR, CHEVIOT, OHIO

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



SGT. JEFF PATTON
BARGAINING TEAM MEMBER



PTL. BRANDON GOFF
BARGAINING TEAM MEMBER