

REQUESTED BY: CITY MANAGER, SCOTT BAUER

DATE OF FIRST READING: 9-20-2022 WAIVE RULES?  YES  NO

FINAL ACTION DATE: 10-4-2022 VOTE:  YES  NO

SUSPENSION OF TWO READING RULE:

YES	NO
<u>    </u>	<u>    </u>
<u>    </u>	<u>  ✓  </u>
<u>    </u>	<u>  ✓  </u>
<u>    </u>	<u>  ✓  </u>
<u>    </u>	<u>  ✓  </u>
<u>    </u>	<u>  ✓  </u>
<u>    </u>	<u>  ✓  </u>
<u>  0  </u>	<u>  6  </u>

ADOPTION OF RESOLUTION:

	YES	NO
DENISE LINGO	<u>  ✓  </u>	<u>    </u>
ROBERT PARSONS	<u>  ✓  </u>	<u>    </u>
JOE ROETTING	<u>  ✓  </u>	<u>    </u>
KISHA DOSA	<u>  ✓  </u>	<u>    </u>
CORDEL GEORGE	<u>  ABSENT  </u>	<u>    </u>
DANIEL MUELLER II	<u>  ✓  </u>	<u>    </u>
PAUL R. YOUNG III	<u>  ✓  </u>	<u>    </u>
TOTALS	<u>  6  </u>	<u>  0  </u>

RESOLUTION NO. 22-1193

**A RESOLUTION AUTHORIZING THE MT. HEALTHY CITY MANAGER TO SIGN AND ACCEPT THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MT. HEALTHY AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL REGARDING CHANGES THE CURRENT COLLECTIVE BARGAINING AGREEMENT COVERING FULL TIME POLICE OFFICERS**

**WHEREAS:** The City of Mt. Healthy and the Fraternal Order of Police, Ohio Labor Council desire to make certain changes or additions to the current Collective Bargaining Agreement covering Full Time Police Officers.

**NOW THEREFORE,** BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

**Section 1.** That the City Manager is hereby authorized to sign and accept the attached Memorandum of Understanding (Exhibit A) under such conditions, and in such a manner as he shall deem to be in the best interests of the City of Mt. Healthy

**Section 3.** That Council finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting and that all deliberations of Council which resulted in the passage of this Ordinance were taken in meetings open to the public, in full compliance with all legal requirements including Section 121.22 of the Ohio Revised Code. That this Resolution shall be in full force and effect from and after the first date provided by law.

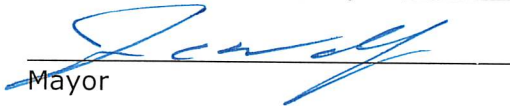
Passed this 4 day of October, 2022.

Tom Bittner  
President of Council

Attest: Melanie B.C.

Clerk of Council

Approved this 4 day of October, 2022.

  
\_\_\_\_\_  
Mayor

Approved as to form:



\_\_\_\_\_  
Scott A. Sollmann (0081476)  
5300 Socialville Foster Rd., Suite 200  
Mason, OH 45040  
(513) 707-4249  
City of Mt. Healthy Law Director

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City of Mt. Healthy and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") Representing the Mt. Healthy Police Association, the union representing the bargaining unit of City Employees in the classification of Police Officer as certified by the Ohio State Employment Relations Board. The Parties agree that Articles 21, 22, and 23 of the current agreement set to expire on 12-31-23 shall be amended to read as follows. The parties further acknowledge the terms of this MOU are enforceable through the grievance procedure and all other Articles shall remain as previously negotiated.

### ARTICLE 34 MISCELLANEOUS

Section 34.1. Any officer taking a promotional exam as of the date of this contract must have completed the two (2) years of continuous service as a full-time sworn officer and be free of any disciplinary action greater than a written reprimand within the last calendar year.

Section 34.2. Police Officers covered in this Agreement shall be allowed to carry approved off duty weapon(s) and/or a backup weapon(s). Qualifications with these weapons shall be determined by the employer and meet QPOTA qualifications.

Section 34.3. The employer shall provide to each Bargaining Unit Employee, if the Employee so desires, a printed copy of the Police Policy Manual and City Policy Manual.

### ARTICLE 21 HOLIDAYS

Section 21.1. Employees who have completed six (6) months of continuous service with the Employer shall be entitled to the following holidays at regular pay:

New Year's Day	Labor Day
Martin Luther King, Jr.	Columbus Day
Day Presidents Day	Thanksgiving Day
Good Friday (1/2 day)	Thanksgiving Friday
Memorial Day	Christmas Eve (1/2 day)
Juneteenth (June 19th)	Christmas Day
Independence Day	New Years Eve (1/2 day)

Section 21.2. The holidays listed in Section 1 are regular work days for bargaining unit employees. In lieu of actual observance of the holidays, each bargaining unit employee shall be credited, on January 1 of each agreement year, with one hundred (100) hours of holiday compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the Police Department. Up to eighty (80) hours of Holiday and/or Vacation time may be carried over to the next year. Employees who quit or retire before the end of the year shall have a pro-rata adjustment of excess holiday time taken to the date of departure, and there shall be no pyramiding of holiday time. Employees may cash out up to ninety (90) hours of holiday compensatory time in a calendar year at their current rate of pay in lieu of taking the time off. Up to 30 hours may be cashed out during the pay cycle including April 1, August 1, and December 1 in each year of the contract.

Section 21.3. Bargaining unit employees required to work on Thanksgiving Day and/or Christmas Day shall

be paid at the overtime rate for all hours worked on those days.

## **ARTICLE 22** **VACATIONS**

Section 22.1. Full-time bargaining unit employees shall be entitled to paid vacation leave according to their number of years of completed service with the Employer either in full- time or part-time status, as follows:

- A. Twelve (12) months of service but less than sixty (60) months completed: 80 hours
- B. Sixty (60) months of service but less than one hundred twenty (120) months completed: 120 hours
- C. One hundred twenty (120) months of service but less than one hundred eighty (180) months completed: 160 hours
- D. One hundred eighty (180) months or more of service but less than two hundred forty (240) completed: 180 hours
- E. Two hundred forty (240) months of service but less than three hundred (300) months completed: 200 hours
- F. -More than three hundred months of service: 220 hours.

Employees hired from other Ohio political subdivisions shall maintain their prior service time credit in accordance with state law.

Section 22.2. Vacation scheduling shall be on an equitable basis consistent with the operational needs of the Department and subject to the approval of the Chief of Police. Vacation requests shall not be unreasonably denied.

Section 22.3. Vacation leave must be taken within the year following its crediting, except that an employee may carry over up to eighty (80) hours of accrued and unused vacation and/or Holiday hours.

Section 22.4. Employees who separate from service with the Employer for any reason other than discharge shall be paid for any earned but unused vacation leave, prorated to the date of separation.

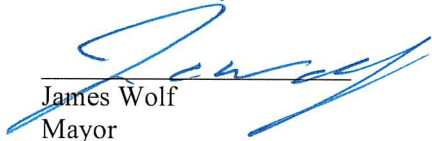
Section 22.5. If an employee is hospitalized while on vacation, the days of inpatient hospitalization will be charged to sick leave rather than vacation on request of the employee and submission of documentation of the hospitalization.


Section 22.6 An Employee should, when requesting more than 3 consecutive work days as vacation days, make his/her vacation request 30 days in advance. An Employee, if requesting 3 consecutive work days or less should make his/her vacation request 72 hours in advance. Vacation may be granted with less than a 30 day or 72 hour notice based on order of request and approved in accordance with the workload requirements of the Employer.

SIGNATURE

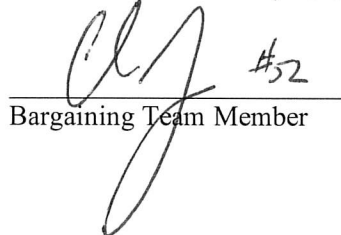
In Witness Whereof, the parties have hereunto signed by their authorized representatives this 4 day of ~~September~~, 2022.

October

  
\_\_\_\_\_  
James Wolf  
Mayor

  
\_\_\_\_\_  
Scott Bauer  
City Manager

\_\_\_\_\_  
Mark A. Scranton  
Field Staff Coordinator, FOP/OLCI

  
\_\_\_\_\_  
Bargaining Team Member