

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 9-7-2021 WAIVE RULES?  YES  NO

FINAL ACTION DATE: 9-21-2021 VOTE:  YES  NO

SUSPENSION OF TWO READING RULE:

| YES                                 | NO                                  |
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ADOPTION OF RESOLUTION:

| YES                                 | NO                       |
|-------------------------------------|--------------------------|
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| <u>ABSENT</u>                       | <input type="checkbox"/> |
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DENISE LINGO  
 JENNIFER MOODY  
 ROBERT PARSONS  
 JOE ROETTING  
 KISHA DOSA  
 CORDEL GEORGE  
 CINDY SCHEETS  
 TOTALS

RESOLUTION NO. 21-1172

**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 THE POLICE SERGEANTS**

**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 the Police Sergeants.

**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 21 day of SEPTEMBER, 2021.

Steve Bittner  
President of Council

Attest: Melanie Bell

Clerk of Council

Approved this 21 day of September, 2021.

  
\_\_\_\_\_  
Mayor

Approved as to form:



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

## **EXHIBIT A**

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between the City of Mt. Healthy (hereinafter referred to as the "Employer") and the FOP, Ohio Labor Council, Inc., (hereinafter referred to as the "FOP/OLC") and may be referred to together as the "parties".

**WHEREAS**, the Employer and the FOP/OLC desire to make certain changes or additions to the current Collective Bargaining Agreement covering the Police Sergeants;

**NOW, THEREFORE**, the Employer and the FOP/OLC agree to the following changes or additions to Article 18, Article 21 and Article 22, all unchanged portions of the Collective Bargaining Agreement shall remain as bargained between the parties:

Article 18, Section 18.9 C shall be changed to;

- C. The employees may cash out (all or any part of their balance). Cash out may occur during the pay cycle including April 1, August 1, and December 1 in each year of the contract. No more than one hundred twenty (120) hours may be cashed out annually. Any unused portion of the compensatory time will be carried over each year for a maximum of 120 hours;

Article 21, Section 21.2 shall be changed to:

Section 21.2. The holidays listed in Section 1 are regular workdays 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. Holiday time may not be carried over to the next year, except for requested holiday time which has been denied. 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 one hundred (100) hours of holiday compensatory time in a calendar year at their current rate of pay in lieu of taking the time off.

Holiday compensatory time may be cashed out during the pay cycle including April 1, August 1, and December 1 in each year of the contract.

Article 22 shall have the following Section 22,6 added;

Section 22.6. The employees may cash out (all or any part of their vacation balance). Cash out may occur during the pay cycle including April 1, August 1, and December 1 in each year of the contract. No more than ninety (90) hours may be cashed out annually.

For the Employer:

  
\_\_\_\_\_  
Employer Representative

10-1-2021  
Date

For the Union:

  
\_\_\_\_\_  
Staff Representative

11-16-21  
Date