

RESOLUTION NO. 64-2024

Introduced by Sam Artino

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HURON AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. REPRESENTING SERGEANTS AND PATROL OFFICERS.

WHEREAS, the City of Huron City Council adopted Resolution No. 70-2021 on October 26, 2021 authorizing a Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Sergeants for the contract period of January 1, 2022 through December 31, 2024; and the City of Huron City Council adopted Resolution No. 71-2021 on October 26, 2021 authorizing a Collective Bargaining Agreement with the Fraternal Order of Police/OLC/Patrol Officers for the contract period of January 1, 2022 through December 31, 2024 (hereinafter, collectively, the "Agreements"); and

WHEREAS, the parties have a mutual interest to amend the Agreements to change the current 8-hour work shifts and 40-hour work weeks to allow for 12-hours shifts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager's execution of a Memorandum of Understanding between the City and the Fraternal Order of Police/OLC/Sergeants and Patrol Officers be, and hereby is, authorized, as set forth in Exhibit "A" attached hereto and made a part hereof by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.



Monty Tapp, Mayor

ATTEST: 

Jenni Weelken
Clerk of Council

ADOPTED: 23 JUL 2024



This Memorandum of Understanding (MOU) is entered into by and between The Fraternal Order of Police, Ohio Labor Council (hereinafter, "Union") and The City of Huron (hereinafter, "City"). The MOU will be in effect from August 4, 2024, at 6:00 a.m., until a successor collective bargaining agreement to the agreement expiring on December 31, 2024, is ratified or by the Union or the City desiring to terminate it an earlier date. Should early termination be desired, a 30-day period will be in effect before reverting to 8-hour work shifts.

This Memorandum of Understanding is the complete agreement between the Union and City and is meant to temporarily amend the articles of the collective bargaining agreement that discuss 8-hour work shifts and 40-hour workweeks which would conflict with the parties' mutual interest to work 12-hour shifts. This MOU in no way lessens the city's management right to schedule. The MOU may be amended only by written agreement signed by the Union and the City.

1. If twelve (12) hour shift scheduling is utilized, the basic work schedule shall consist of 80 hours in each 14-day pay period. The City/Chief or Union can unilaterally, and without any further discussion or bargaining with the other party, or its members, discontinue such twelve (12) hour shift scheduling and revert to eight (8) hour shift scheduling with thirty (30) days advance notice to the other party.
2. Employees scheduled to work a twelve (12) hour shift shall be compensated for all hours worked in excess of 12 hours each day or employees scheduled to work an eight (8) hour shift shall be compensated for all hours worked in excess of 8 hours each day.
3. Work shifts will be twelve (12) and eight (8) hours. Nothing else in paragraph 12.05 will change.
4. For the purposes of this MOU, a regularly scheduled two-week pay period shall be 80 hours.
5. Bargaining unit members will be permitted to bid on shift assignments beginning August 4, 2024 and assignments will last until December 28, 2024. There will be one relief officer on each squad which will be determined by the bid sheet which is based on seniority.
6. Nothing contained in Article 13 or anywhere else in the collective bargaining agreement or this MOU, shall prevent the Chief of Police from fulfilling their duties under Huron Codified Ordinances 145.02 in controlling the assignment of all police officers in the Division. Article 13.06 of the collective bargaining agreement remaining language remains the same.
7. Employees shall not receive overtime pay for regularly scheduled shift rotations.
8. Holidays listed in Article 19.02 of the collective bargaining agreement will be compensated at 6 hours if the employee is scheduled to work a 12-hour shift or 4 hours if the employee is scheduled to work an 8-hour shift.

9. In addition to the paid holidays set forth in Section 19.02 of the collective bargaining agreement, each employee shall be entitled to 24 extra hours off with pay each calendar year. Such extra days shall be the choice of the employee, subject to the approval of the Chief.
10. Employees working holidays will be paid one and one half (1 1/2) times their regular rate for each hour worked in addition to twelve (12) hours at their regular rate for each of the holidays listed in section 19.02 if the employee is scheduled to work a twelve-hour day. If scheduled for an 8-hour day, then language in 19.04(B) governs.
11. 19.04(C) "day off" will be 8 hours.
12. 19.04(D) An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) or twelve (12) hours (depending on what the schedule would have been) vacation or paid leave time.
13. 20.02 will be amended to substitute 24 consecutive hours off for three or more consecutive days off.
14. 20.05 will be amended to substitute 24 consecutive hours or more.
15. 21.02 The Family Medical Leave Act will be applied for the birth of a child.

FOR THE UNION

Megan Regan
UNION REPRESENTATIVE

[Signature]
PATROL REP

[Signature]
SERGEANT REP

07/16/2024
DATE

FOR THE CITY

[Signature]
CITY MANAGER

DATE