

RESOLUTION NO. 80-2023

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL INC. REPRESENTING PATROL OFFICERS AND SERGEANTS AND THE CITY OF HURON RELATING TO MODIFICATIONS TO THE CURRENT PATROL OFFICERS COLLECTIVE BARGAINING AGREEMENT ("CBA") EXPIRING ON DECEMBER 31, 2024.

WHEREAS, the Huron City Council previously authorized Collective Bargaining Agreements with the Fraternal Order of Police/Ohio Labor Council Inc. representing Patrol Officers and Sergeants in Resolutions 70-2021 and 71-2023 adopted on October 26, 2021 (hereinafter, the "CBAs"); and

WHEREAS, subsequent to the effective date of the CBAs, the Huron Police Department has established a K-9 Program, and has designated a K-9 Officer; and

WHEREAS, the parties find it necessary to set forth the additional obligations of, and benefits to be received by, the K-9 Officer.

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

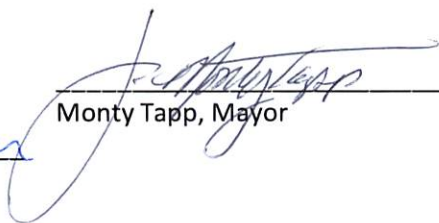
SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a Memorandum of Understanding with the Fraternal Order of Police/Ohio Labor Council Inc. representing Patrol Officers and Sergeants to set forth the obligations of, and the benefits received by, the K-9 Officer in addition to the benefits currently provided in the parties' current CBAs, which Memorandum of Understanding shall be substantially in the form of Exhibit A attached hereto and made a part hereof.

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 the 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 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

28 NOV 2023

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

The City of Huron (“Employer” or “City”) and the Fraternal Order of Police, Ohio Labor Council, Inc. (“Union”) agree to the following modifications to the current Patrol Officers Collective Bargaining Agreement (“CBA”) expiring on December 31, 2024:

K-9 Officer Compensation. In addition to all the benefits provided in the parties’ current CBA, bargaining unit employees who are assigned to the position of K-9 Officer shall have the following obligations and receive the following benefits:

1. The Officer shall be required to house, feed, exercise, and care for the K-9 assigned to him. Such duties shall require the Officer to perform work during his off-duty time.
2. In consideration for the time to execute the duties identified in numbered paragraph one (1), the Officer shall be paid the following additional compensation:
 - a. The Officer shall receive one-half (1/2) hour of regular pay for each day of the fourteen (14) day pay period, for a total of seven (7) hours of regular pay each pay period.
3. In addition to the duties and additional compensation identified in numbered paragraphs one (1) and two (2), it is also agreed that the K-9 Officer will be afforded at least sixteen (16) hours of organized training each month in lieu of patrol duties. Additional training may be approved as needed. Training outside the department will be at a training facility or course approved by the Chief of Police. If training cannot be completed within the Officer’s regularly scheduled hours, the Officer shall be compensated overtime in accordance with Article 14, Section 14.02.
4. If the K-9 Officer is directed to report for duty at a time not in conjunction with the Officer’s scheduled duty time, the Officer shall be compensated according to Article 14, Section 14.04.
4. The City shall pay for all expenses and costs related to the K-9, including, but not limited to:
 - a. The cost of the K-9;
 - b. Food and nutrition for the K-9;
 - c. Instruments, equipment, and professional services related to the health, care, grooming, housing and training of the K-9;
 - d. All medicine, immunizations, necessary appliances, and veterinary and professional care related to the K-9;

- e. All boarding fees and related costs for the K-9.
- 5. The Officer shall provide an area to house the K-9. The City shall provide all materials to maintain a home for the K-9.
- 6. Upon the recommendation of a veterinarian due to age or medical reasons, the cessation of the Officer's assignment, upon unresolved performance problems, or budgetary reasons; the K-9 may be retired by the Employer. The Officer shall be granted the option to purchase such K-9 from the Employer at such time for the price of one dollar (\$1.00).
- 7. If the K-9 Officer separates from the City's police department prior to five (5) years after the purchase of the K-9, the Officer shall have the opportunity to purchase the K-9 at a prorated amount depending on the purchase price of the K-9 and the K-9's years in service.
- 7. The City and the Union agree that if this MOU results in additional logistical problems, the parties will meet to discuss and come to a mutual agreement on how to rectify the situation. If a mutual agreement cannot be reached, the dispute may be submitted to the grievance and arbitration procedure as set forth in Article 40 of the CBA.
- 8. All other provisions of the current CBA shall be in effect.

It is so agreed:

For the Union:

Date: _____

For the Employer:

CITY OF HURON

By:  _____

Title: City Manager

Date: 11/28/2023