

CITY OF KIRTLAND

RESOLUTION NUMBER 22-R-7

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE KIRTLAND POLICE DEPARTMENT AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE RESOLUTION OF A PAY DISPUTE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kirtland and the Kirtland Police Department, by and through its representation from the Ohio Patrolmen's Benevolent Association, have previously entered into an Agreement that addresses, amongst other benefits, the pay of its police officers; and

WHEREAS, a dispute has arisen regarding the interpretation of various articles within that Agreement and the interplay with an employee's pay; and

WHEREAS, the administration of the City of Kirtland and the Kirtland Police Department, by and through its representative at the Ohio Patrolmen's Benevolent Association, have negotiated a Memorandum of Understanding, which is attached hereto as Exhibit A, to resolve this dispute.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION 1: The Mayor, Chief of Police, and Law Director are hereby authorized to enter into a Memorandum of Understanding with the Kirtland Police Department and the Ohio Patrolmen's Benevolent Association to resolve the pay dispute, said Memorandum of Understanding is attached hereto and specifically made a part hereof as Exhibit A.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason to facilitate payment of compensation to certain employees of the City. Therefore, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
Second Reading: _____
Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2022.

ATTEST:

Approved by the Mayor on this _____
day of _____, 2022.

Clerk of Council
MOU with OPBA for Holiday/OT Pay Dispute

Mayor Kevin F. Potter

KIRTLAND POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING

TO: A. CHALOUPKA, A. GERMANO, M. VALENTI, Z. PETRIC

FROM: CHIEF BRIAN MCCALLISTER

SUBJECT: DISPUTE OVER TIME EARNED/HOLIDAY OVERTIME

DATE: JANUARY 10, 2022

CC: MAYOR, MATT LALLO, O.P.B.A. GRIEVANCE FILE, CONTRACT FILE

After reviewing the dispute over benefits related to compensation for holiday and overtime worked on December 24, 2021, I have met with Mayor Potter, Law Director Lallo and Finance Director Slapnicker. The City understands that the union believes that the city erred in its application of the contract, specifically Article XIV: Section 14.02 and Article XVI: Section 16.02, which state:

Article XIV: OVERTIME

14.02 12-hour shift schedule. Should the department go to a 12-hour shift schedule then the following shall apply: All police officers, for work actually performed in excess of eighty (80) hours in the employees' 2-week period, when approved by the Chief of Police or immediate supervisor, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. For purposes of overtime, sick time shall not be construed as time worked, however, vacation leave, holiday and compensatory time shall count as time worked. (Also see memorandum of understanding)

Article XVI: HOLIDAYS

16.02 Any employee who actually works on the City's holidays of New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve or Christmas shall receive one and one-half (1 1/2) times his regular rate of pay for all hours worked on such holidays.

The City's position is that the contract has been applied appropriately in this case. Each specific item addresses time worked and there is no specific article in the contract to address "stacking time" in order to accumulate "double pay" for working overtime on a holiday. It is the City's belief that employees are entitled to time and one half while working overtime on a holiday based on the current collective bargaining agreement.

However, the City does recognize the union's position and would like to seek temporary remedy in this dispute, thereby avoiding arbitration. The City agrees to honor the union's position. Additionally, the City will reinstate Anthony Germano for three and one half hours of time lost in holiday pay. The City does this in good faith with the understanding that the union and aggrieved party acknowledge that this temporary decision does not set

a precedent in terms of past or future practice. This agreement will only be valid until the next negotiated contract when both parties have the opportunity to negotiate fair language concerning the issue of working overtime on a holiday to determine reasonable compensation.

This new article will be negotiated to provide clarification and specific language to ensure that there is no future confusion over the application of the contract as it relates to working overtime on a holiday.

All parties acknowledge that this temporary remedy will resolve this grievance and no further redress will be made until such time that the contract is renegotiated.

Ptl. Anthony Germano Date

Sgt. Michael Valenti (Union Rep) Date

Ptl. Zachary Petric (Union Rep) Date

Attorney Adam Chaloupka Date

Chief Brian McCallister Date

Mayor Kevin Potter Date

Attorney Matthew Lallo Date