

CITY OF KIRTLAND

RESOLUTION NUMBER 25-R-30

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 DISPUTE REGARDING PRIOR FULL-TIME SERVICE FOR FOR PURPOSES OF VACATION TIME CREDIT.

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 amount of vacation time given to its police officers who have been with the City for several years; and

WHEREAS, the City has passed Ordinance 24-O-65 which amended Kirtland Codified Ordinance 254.03; and

WHEREAS, subsection (c) of said codified ordinance specifically gives credit for prior full-time employment from other political subdivisions when determining years of service for the amount of vacation time given to each employee; and

WHEREAS, this ordinance directly conflicts with Section 17.07 of the collective bargaining agreement with the Kirtland Police Department and the Ohio Patrolmen's Benevolent Association, and a dispute has arisen regarding the interpretation of said Section and its interplay with the ordinance; 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. Said negotiation incorporates the recently passed Kirtland Codified Ordinance 254.03(c) into the Memorandum of Understanding.

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 dispute as to whether prior full-time service from another political subdivision will be included in the calculation for years of service when computing each employee's respective weeks of vacation pay. 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 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
_____, 2025.

ATTEST:

Approved by the Mayor on this _____
day of _____, 2025.

Clerk of Council
MOU with OPBA for Service Time Credit for Vacation

Mayor Kevin F. Potter

**KIRTLAND POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING**

TO: MICHAEL VALENTI; ZACHARY PETRIC (OPBA UNION REPRESENTATIVES)

FROM: CHIEF BRIAN MCCALLISTER

SUBJECT: VACATION MOU

DATE: APRIL 22, 2025

CC: MAYOR POTTER; FINANCE DIRECTOR SLAPNICKER, LAW DIRECTOR LALLO

The matter of vacation time and accrual has been brought to my attention by the OPBA. A request has been made to vacate the contract language in XVII, specifically section 17.07 governing credit for prior service with other political subdivisions within the state of Ohio. The request by the OPBA is to reflect in this MOU the newly codified ordinance No. 24-0-65 adopted by the City of Kirtland in 2024.

The city recognizes that the negotiated language in 17.07 states:

Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within one (1) year from his termination from such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer, not to exceed three (3) years.

The city further recognizes that the requested MOU language reflects section (c) of the newly adopted ordinance which states:

Full-time employment by another political subdivision of the State shall be included when determining years of continuous service, provided that there is not more than sixty days between termination from such former public employment and appointment in the City. Employees with prior service credit will be entitled to vacation time commensurate with those years of prior service.

The City knowingly adopts the requested language in the reflected MOU and understands it would apply to all employees within the collective bargaining unit. This MOU will allow employees to transfer all accumulated years of service credit with the State of Ohio or any other political subdivision of the State of Ohio to receive additional credit toward their earned time off with the City of Kirtland.

All parties acknowledge that by the City entering into this MOU with the OPBA, the City acts in good faith and new earned time will be calculated by the Chief of Police at the signing of this MOU and will not be retroactive from the implementation of ordinance No. 24-0-65. This MOU in no way reflects the opening of the contract for additional negotiation and no further consideration or changes will be offered or entertained by the City.

Atty Adam Chaloupka (Union Rep)

Date

Sgt. Michael Valenti (Union Rep)

Date

Ptl. Zachary Petric (Union Rep)

Date

Chief Brian McCallister

Date

Mayor Kevin Potter

Date

Attorney Matthew Lallo

Date