

ORDINANCE NO. 11-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA) AND THE CITY OF MEDINA TO ESTABLISH TEMPORARY 12 HOUR WORK SHIFTS FOR SOME MEMBERS OF THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the Ohio Patrolmen's Benevolent Association (OPBA), and the City of Medina to establish temporary 12-hour work shifts for some members of the Police Department.
- SEC. 2:** That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin the new shift on February 13, 2022; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 24, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 25, 2022

SIGNED: Dennis Hanwell
Mayor

Ord. 11-22
Exh. A

**MEMORANDUM OF UNDERSTANDING
OPBA and CITY OF MEDINA, OHIO**

Now comes the Ohio Patrolmen's Benevolent Association ("OPBA") and the City of Medina, Ohio ("Employer") who currently operate within the parameters of the collective bargaining agreement (hereinafter "Agreement") that covers all full-time **patrol officers** and **sergeants** through December 31, 2022; and state as follows:

WHEREAS, the Parties have reached an agreement to temporarily establish 12 hour work shifts for some members of the police department and,

WHEREAS, Parties recognize that portions of the Agreement conflict with the scheduling of 12 hour shifts; and,

WHEREAS, the parties recognize that the following changes are necessary to have the Agreement comport with the 12 hour shift schedule:

NOW, THEREFORE, the OPBA and Employer agree as follows: for the period of time from February 13, 2021, going forth and not to exceed a 6 month period, the Parties will implement a 12 hour shift work schedule for members of the Sergeant Division and Patrol Division not assigned to a special unit. The parties also agree, that at the end of the temporary implementation period, the 12 hour shift schedule may continue only upon the mutual agreement of both parties. If the 12-hour shifts are continued beyond the initial six-month period, the City may discontinue the 12-hour shift schedules at any time with no less than thirty (30) days advance notice. The Parties also agree that if additional sections of the contract that are not identified in this Memorandum of Understanding are found to be affected by the 12 hour shift schedule the Parties will meet and negotiate additional amendments to the Memorandum of Understanding. If a mutual agreement cannot be met the 12 hour shift schedule will be terminated the next pay period. Further, if the 12 hour shift schedule is not continued, the Agreement will revert to the original terms and conditions as established at the signing of the Agreement.

The following Articles of the Agreement are modified as follows:

ARTICLE 15 DUTY HOURS

Section 3. For the purpose of the 12 hour shift schedule, the standard work schedule for the Officers shall consist of no more than eighty (80) hours in a fourteen (14) day work period.

The 12 hour shift schedule for the duration of the MOU shall be per the following example:

ARTICLE 16 - OVERTIME PAY AND COURT-TIME

Section 1. If twelve-hour scheduling is utilized, all employees, for work performed or compensated in excess of the scheduled eight (8), ten (10) or twelve (12) hours per day or in excess of eighty (80) hours during a fourteen (14) day period, except sick days per Article 19, shall be compensated at the rate of time and one-half.

ARTICLE 18 - VACATIONS

Section 2. General practices and definitions.

C. **Basic Work Week.** A basic work week as used in Article 15. For the purpose of scheduling vacations while on a 12 hour shift, the vacation week shall be a 40 hour week and the remaining schedule for that pay period shall continue as scheduled without causing overtime.

ARTICLE 19 - SICK LEAVE

Section 3. An employee shall be permitted to convert two (2) days (either twelve (12), ten (10) or eight (8) hours, depending on the employee's regular work day) of sick leave to two (2) days (either twelve (12), ten (10) or eight (8) hours) of additional stress time for each six (6) month period during which the employee does not utilize sick leave. Six month periods shall be defined as January 1 through June 30 and July 1 through December 31. Taking a stress day shall not constitute utilizing sick leave under this section. The stress days under this Article must be utilized within six months of when they are earned, and shall only be taken with advance approval of the Chief except where the day is used in an emergency situation.

ARTICLE 20-STRESS DAYS


Section 1. All non-probationary employees shall, in addition to all other leave benefits, be granted two (2) stress days each year, not to exceed 24 total hours. Employees may earn an additional four (4) stress days, not to exceed 48 total hours, pursuant to Article 20. The stress days shall be either twelve (12), ten (10) or eight (8) hours days according to the employees work schedule.

ARTICLE 28-SHIFT DIFFERENTIAL

Section 1. During the duration of the trial 12 hour shift schedule, there is hereby granted a fifty cent (\$0.50) hourly pay differential for employees assigned to working between the hours of 1600 hours through 0700 hours.

For the Union:

For the Employer:



Officer Christopher Deeks



Dan Hanwell, Mayor

2/4/22

Date

January 25, 2022

Date



Sergeant Patrick Sloan

2/7/22

Date