

RESOLUTION NO. 53-2015

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., LODGE 66, AMENDING SECTION 21.3, SHIFT DIFFERENTIAL, OF THE COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD APRIL 20, 2015 THROUGH DECEMBER 31, 2017, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor negotiated a collective bargaining agreement with representatives of the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66, for the period of April 20, 2015 through December 31, 2017, the terms of which have been reviewed by Council; and

WHEREAS, Council, pursuant to Resolution 27-2015, on or about April 21, 2015, authorized the Mayor to execute the agreement on behalf of the Village; and

WHEREAS, at this time it has become necessary to amend Section 21.3, Shift Differential, addressing the effective date for the payment of a shift differential; and

WHEREAS, Council wishes to authorize the Mayor to execute a Memorandum of Understanding with the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66 amending Section 21.3 on behalf of the Village.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio that:

SECTION 1. This Council hereby authorizes and directs the Mayor to enter into a Memorandum of Understanding, amending Section 21.3, Shift Differential, of the collective bargaining agreement entered into with the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66, addressing the effective date for the payment of a shift differential, to remain in effect through December 31, 2017, in accordance with the Memorandum of Understanding attached hereto and incorporated herein fully by reference, and the collective bargaining agreement, authorized by Council pursuant to Resolution No. 27-2015, on or about April 21, 2015.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted 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 hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to amend the collective bargaining agreement for employment conditions for members of the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66, as the same affects the day-to-day operations of the Village and its safety forces; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9-1-15

Rick O'Hara
President of Council

Bobbie Bashara
Mayor

Dated: 9/1/15

ATTEST:

Carolyn E. Sullivan
Clerk of Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between The Village of Richfield, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Lodge 66, hereinafter referred to as "the "Union;" collectively referred to as the "parties".

Article 21, Wages, Section 21.3, currently reads as follows:

"Section 21.3. Shift Differential. Effective with the pay period including April 20, 2016, full-time employees working (actual work hours) a "non-day" shift shall receive a shift differential of twenty-five cents (\$0.25) per hour for each hour actually worked."

By approval of Village Council and execution of this Memorandum of Understanding, the parties agree to amend Section 21.3 to read as follows:

"Section 21.3. Shift Differential. Effective with the first full pay period of October 2015 (pay period commencing October 5, 2015), full-time employees working (actual work hours) a "non-day" shift shall receive a shift differential of twenty-five cents (\$0.25) per hour for each hour actually worked."

For the Village of Richfield:

For the Union:

Date

Ch. L. Wil 6/4/15

Date

Date

Date

Date

Date

Date