

RESOLUTION NO. 2026-110

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, COMMUNICATIONS CLERKS, COMMUNICATIONS OPERATORS AND POLICE RECORDS/COMMUNICATIONS SUPERVISOR, TO REVISE COMPENSATORY TIME PROVISIONS IN ARTICLE 26 OF THE AGREEMENT BETWEEN THE CITY OF WILLOUGHBY, OHIO AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City previously entered into a Collective Bargaining Agreement ("CBA") between the Ohio Patrolmen's Benevolent Association Communications Clerks, Communications Operators and Police Records/Communications Supervisor ("Union") and the City of Willoughby, Ohio ("Employer"), effective April 1, 2025 through March 31, 2028 (collectively, "Parties"); and

WHEREAS, the City and OPBA desire to modify the maximum cap of one hundred sixty (160) hours per year on compensatory time off in lieu of overtime payments; and

WHEREAS, the Parties agree that it is in the best interest of the City and the Union to amend the limit to earned compensatory time; and

WHEREAS, a Memorandum of Understanding ("MOU") has been established and agreed to between the Parties to provide the compensatory time off in lieu of overtime payment modifications as stated herein; and

WHEREAS, this MOU to the current CBA will be in effect September 1, 2026;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOUGHBY, THE COUNTY OF LAKE, AND THE STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the Ohio Patrolmen's Benevolent Association, Communications Clerks, Communications Operators and Police Records/Communications Supervisor to amend Article 26, Section 26.5, effective September 1, 2026; said MOU substantially in the form attached hereto.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the City of Willoughby.

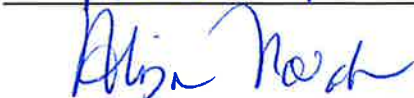
SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the community; and for the further reason to provide for the revised compensatory time provisions immediately; and provided that it receives the affirmative vote of two-thirds of the members elected to Council, it shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

Passed:

September 1, 2026

President of Council

Attest:



Clerk of Council

Date:

9.2.26

Approved:



Mayor

Submitted to the Mayor for his approval on this 2nd day of September, 2026.

Clerk of Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ____ day of September, 2026 by and between the City of Willoughby, Ohio (the "City") and the Ohio Patrolmen's Benevolent Association, Communications Clerks, Communications Operators and Police Records/Communications Supervisor (the "Union").

WHEREAS, in an effort to continue the harmonious and cooperative relationship with the employees by clarifying the application of limits to earned compensatory time, and to ensure the orderly and uninterrupted efficient operation of government;

NOW THEREFORE, the parties agree to the terms of this Memorandum of Understanding (the "MOU") as follows.

1. Section 26.5 of the parties Collective Bargaining Agreement (the "CBA"), dated as of April 1, 2025 through March 31, 2028, shall be amended to read in its entirety as follows:

26.5 Employees shall be entitled to accrue compensatory time off in lieu of overtime payments up to a maximum cap of one hundred twenty (120) hours with an unlimited "cash out" option in January, April, July, and October of each year.

Upon execution of this Agreement, employees shall be entitled to accrue compensatory time in lieu of overtime payment up to a maximum cap of one hundred sixty (160) hours ~~per year~~ with an unlimited "cash out" option in January, April, July and October of each year.

The employee must submit a request to the Finance Director by the last business day in March, June, September, or December requesting a "cash out" of his unlimited compensatory time. Payment to the employee shall be made no later than January 15th, April 15th, July 15th, and October 15th respectively, or on the next business day following such dates if they fall on a weekend.

Compensatory time off may be utilized when no overtime is needed according to the manning levels of the Division of Police, and does not create pyramiding of time off, and a request form is properly completed, submitted, and approved by the Chief or his designee.

2. To the extent there is any conflict between this MOU and the CBA, this MOU shall be controlling.

3. Except as modified by this MOU, the remaining terms, conditions and provisions of the parties' CBA shall remain in full force and effect and are incorporated herein by reference as if fully rewritten.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the first date set forth above.

UNION

Ohio Patrolmen's Benevolent
Association

By: _____
Dominick P. Saturday, OPBA Counsel

By: _____
Brian Griffith, Communications Operator

CITY

City of Willoughby

By: _____
Mayor Robert Fiala

Approved as to Form:

Luke F. McConville, Law Director