

PUBLIC SAFETY AND THE POLICE DEPARTMENT COMMITTEE

Moseley
Sheely
Bowen

ORDINANCE NO. 56-2025

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OHIO BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:


Section I: That the Village Police Chief and Police Safety Committee of Village Council have recommended that the Village of Lordstown enter into a Memorandum of Understanding with the Ohio Patrolmen's Benevolent Association to work 12-hour and 10-hour shifts.


Section II: That the Council of the Village of Lordstown concurs with the recommendation of the Village Police Chief and the Police Safety Committee and hereby authorizes the Chief of Police to execute on behalf of the Village of Lordstown a Memorandum of Understanding with the Ohio Patrolmen's Benevolent Association (**Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance).

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare and for the further reason that this Ordinance must be enacted in a timely manner to timely post the shift bids and ensure adequate scheduling.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 20 day of October, 2025.


_____, Mayor


_____, Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE OPBA AND THE VILLAGE OF LORDSTOWN

This Memorandum of Understanding ("MOU") is made this 20 day of October, 2025, between the Village of Lordstown ("Village" or "Employer") and the Ohio Patrolmen's Benevolent Association ("Union") on behalf of the Patrolmen and Sergeant bargaining unit. The intent of this MOU is to modify the January 1, 2025 to December 31, 2027 collective bargaining agreement ("CBA") between the parties and will remain in effect for the term of that CBA or until terminated under the terms of this MOU. The Village and the Union hereby agree to the following:

1. Hours of Work

Effective with this MOU, patrol officers shall be permitted to bid and work either twelve (12) hour shifts or ten (10) hour shifts.

- Officers assigned to ten (10) hour shifts shall have a schedule that provides three (3) consecutive days off each week and four (4) consecutive workdays each week.
- Officers assigned to twelve (12) hour shifts shall work a repeating two-week schedule that averages eighty (80) hours in a pay period.
- Officers in special assignments, such as the Police K9 Officer, may work alternate schedules as determined by the Employer to meet operational and training needs.

The Employer shall post shift bids by seniority and make reasonable efforts to maintain consistency in shift assignments.

2. Article 9: Shifts

Shifts shall be chosen by seniority within each shift schedule. Seniority shall continue to govern shift bidding and vacation selection.

3. Article 10: Work Schedule

A normal work schedule shall consist of eighty (80) hours in a two (2) week period. The working day shall be defined as beginning with the start of the day shift and ending with the completion of the night shift on the following calendar day.

- Officers assigned to twelve (12) hour shifts shall receive every other weekend off as part of their schedule.

The Employer shall make reasonable efforts to provide employees with a consistent shift assignment and to maintain fairness in scheduling.

Exhibit "A"

4. Article 11, Section 1: Overtime

Overtime shall be defined as:

1. All hours worked in excess of an officer's scheduled daily shift (ten (10) or twelve (12) hours); or
2. All hours worked in excess of the officer's regularly scheduled work week. For employees assigned to twelve (12) hour shifts, the regular schedule shall consist of fifty-six (56) hours in one work week and twenty-four (24) hours in the alternating work week. For employees on other schedules, the regular work week shall consist of forty (40) hours; or
3. All hours worked beyond the regular schedule set forth above shall be compensated at the overtime rate.

Section 1(A): K9 Assignment Exception

Employees assigned to a K9 schedule may have their daily hours flexed between eight (8), ten (10), and twelve (12) hours in a given work week to accommodate training and operational needs. Such adjustments shall not be considered overtime, provided the employee's total hours do not exceed forty (40) hours in the work week.

Section 1(B): Compensation

Overtime shall be paid in accordance with the Collective Bargaining Agreement (CBA).

Compensatory time earned shall be credited based on actual overtime hours worked. Non-working compensatory days shall be credited based on the employee's regular shift length, regardless of whether the employee actually works that day.

5. Article 11, Section 2: Officer in Charge (OIC) Pay

When no ranking officer (Sergeant, Captain, or Chief) is on duty, a Patrol Officer designated by the Chief or designee shall serve as the Officer in Charge (OIC).

Eligibility and Compensation:

- An Officer must work a minimum of eight (8) consecutive hours as the OIC to be eligible for OIC pay.
- Eligible Officers shall receive an additional \$0.20 per hour for each hour actually worked as the OIC.
- OIC pay shall only apply for hours when no Sergeant, Captain, or Chief is on duty.

All other provisions of Article 11 remain unchanged.

6. Article 17, Section 3: Holidays

- Employees who work on a paid holiday that falls on a regularly scheduled eight (8) hour shift shall receive eight (8) hours of straight time pay at their regular hourly rate for all holidays listed in 17.01, in addition to time and one-half (1.5) their regular hourly rate for all hours actually worked.

- Employees who work on a paid holiday that falls on a regularly scheduled twelve (12) hour shift shall receive twelve (12) hours of straight time pay at their regular hourly rate for all holidays listed in 17.01, in addition to time and one-half (1.5) their regular hourly rate for all hours actually worked.
- Employees who work on a paid holiday that falls on a regularly scheduled ten (10) hour shift shall receive ten (10) hours of straight time pay at their regular hourly rate for all holidays listed in 17.01, in addition to time and one-half (1.5) their regular hourly rate for all hours actually worked.

If an employee is scheduled to work on a holiday and takes leave:

- For a twelve (12) hour shift: the employee must use twelve (12) hours of leave time and will receive twelve (12) hours of straight holiday pay.
- For an eight (8) hour shift: the employee must use eight (8) hours of leave time and will receive eight (8) hours of straight holiday pay.
- For a ten (10) hour shift: the employee must use ten (10) hours of leave time and will receive ten (10) hours of straight holiday pay.

7. Article 18: Personal Days

Personal days must be taken in increments equal to the employee's regularly scheduled shift (eight (8), ten (10), or twelve (12) hours). The annual entitlement remains unchanged but shall be applied to match shift schedules.

8. Article 21, Section 3: Sick Leave Donation

All regular full-time employees who have a sick leave balance of at least eighty (80) hours at the time of the initial donation shall be eligible to participate in the Sick Leave Donation Program.

9. Article 23, Section 1: Bereavement Leave

Bereavement leave shall be applied in increments equal to the officer's scheduled shift length (eight (8), ten (10), or twelve (12) hours).

10. Article 23, Section 5: Leave Without Pay

Leave without pay shall be deducted in increments equal to the officer's scheduled shift length.

11. Article 31: Suspension

A suspension day shall consist of eight (8) hours.

12. Article 37: Compensatory Time

Officers may accumulate up to forty-eight (48) hours in their compensatory bank. Hours shall be credited on an hour-for-hour basis regardless of shift length.

13. Article 37, Section 2: Shift Differential

- \$0.35 per hour for each hour worked during the scheduled afternoon shift.
- \$0.55 per hour for each hour worked during the scheduled night shift.

Termination of MOU

Either party may terminate the twelve (12) hour and ten (10) hour shift schedules by giving written notice to the other party thirty (30) calendar days in advance. In the event of termination, all bargaining unit members assigned to twelve (12) hour and ten (10) hour shifts will return to their normal eight (8) hour shifts in accordance with the CBA.

FOR THE VILLAGE OF LORDSTOWN:

CHIEF OF POLICE BRENT MILHOAN

FOR THE OPBA:

AMANDA L. HAYS