

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HUDSON

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

The City of Hudson ("City") and the Ohio Patrolmen's Benevolent Association ("Union") are parties to a collective bargaining agreement covering all employees holding the position of police sergeant. ("CBA") The CBA is in effect between January 1, 2018 and December 31, 2020. This Memorandum of Understanding ("MOU") is made by and between the City and the Union.

WHEREAS, the parties negotiated the CBA and, as a component of the settlement of that CBA, the parties agreed to enter into this MOU;

WHEREAS, the CBA contains no requirement that covered employees be afforded the right to bid for shifts by seniority;

WHEREAS, Articles 6 (Management Rights) and 7 (Hours of Work and Overtime) stand, in part, for the proposition that the City has the exclusive right to schedule and assign covered employees to their shifts;

WHEREAS, the representatives of employees covered by the CBA have expressed the bargaining unit's desire to bid for their shifts by seniority;

WHEREAS, in exchange for valuable consideration, the sufficiency of which is hereby acknowledged, the parties enter this MOU as a component of the CBA settlement;

NOW THEREFORE, the City and the Union agree as follows:

1. The City shall permit sergeants to bid for shifts by seniority on a limited trial basis. Shift bidding by seniority shall take place for calendar year 2019. The process, method, and parameters of that shift bidding by seniority shall be the exclusive decision of and at the sole discretion of the City. These processes, methods, and parameters are not subject to the contractual grievance procedure or any other formal method of challenge that could be brought in any forum.

2. The City shall determine the frequency and duration of shift bidding by seniority. These determinations are not subject to the contractual grievance procedure or any other formal method of challenge that could be brought in any forum.
3. Should the City determine that there is an operational or any other reason to discontinue shift bidding by seniority at any time, the City shall have the unrestricted ability to discontinue that bidding or the result of that bid. Such discontinuation is not subject to the contractual grievance procedure or any other formal method of challenge that could be brought in any forum.
4. It is the unambiguous and express understanding of the parties that any shift bidding by seniority shall not be considered precedent-setting, shall not be considered a “past practice,” and is not a custom in the Hudson Police Department. The Union expressly and unrestrictedly waives any and all claims or defenses which it may advance relative to shift bidding by seniority as a precedent, an enforceable past practice, or a custom.
5. This MOU shall not be cited for any purposes other than to enforce the terms of this MOU. The parties agree that the method to challenge a breach of the express terms of this MOU is the contractual grievance procedure.
6. This MOU expires and ceases to have any force or effect on December 31, 2020 when the CBA expires. This MOU shall not “run with the contract.” The parties understand that they are free to make proposals with respect to shift bidding in relations to successor CBA’s under the auspices of SERB’s negotiation procedure, but this MOU shall be unenforceable on December 31, 2020.
7. This MOU is a result of good-faith negotiations between the parties and contains the entire agreement of the parties. No additional promises have been made or relied upon by any party.
8. The parties further acknowledge and agree (a) each has had a full and complete opportunity to review and examine the terms of this MOU and to consult with persons of their choice, including legal counsel, prior to execution of this MOU; (b) each has voluntarily executed this MOU and fully understands the rights, duties, and responsibilities imposed by the MOU; and (C) there are no other terms, conditions, or agreements – written or verbal – relating to the subject matter herein set forth aside from the provisions in this MOU.

9. This MOU becomes effective upon its full execution. Within 90 days of its execution, the Chief of Police shall notify the CBA's covered employees (i.e., sergeants) of the process, method, and parameters of the limited, trial shift bidding by seniority procedure.

For the City:

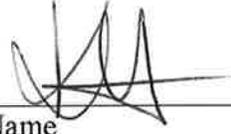
Name

Date

For the Union:

Name

Date



12/18/18

Name

Date