

RESOLUTION NO. 32-2009

Offered by All of Council

A RESOLUTION ACCEPTING AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., LODGE 66

WHEREAS, the Village has negotiated with the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66, concerning an extension of the collective bargaining agreement from January 1, 2009 through December 31, 2011.

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

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66, for an extension of the collective bargaining agreement from January 1, 2009 through December 31, 2011, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force as of January 1, 2009.

PASSED: 6/2/09

Rex Mack
President of Council

William P. Jones
Mayor

Dated: 6/2/09

ATTEST:

Carolyn E. Sullivan
Clerk of Council

MKL file
Resolution No. 33-2009
EXHIBIT A
Original
(no. 1 to Eleanor)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF RICHFIELD

AND THE

FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL, INC. LODGE 66

January 1, 2009 - December 31, 2011

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AGREEMENT

This Agreement is made and entered into by and between The Village of Richfield, hereinafter referred to as "The Village" or "Employer," and the Fraternal Order of Police, Lodge 66, hereinafter referred to as "Bargaining Unit" or "Union."

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Bargaining Unit, to provide the equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2 - RECOGNITION

Section 2.1 The members of the Bargaining Unit covered by this Agreement are all full-time and part-time Animal Wardens, Dispatchers, Patrolmen, Sergeants and Lieutenants employed by the Village.

Section 2.2 The categories of Employees excluded from the Bargaining Unit are the Police Chief, professionals as defined by Ohio Revised Code §4117, et. seq., and all other full-time and part-time Employees of the Village.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 The provisions of this Agreement shall be applied equally to all applicants for employment as well as to all Employees in the Bargaining Unit without discrimination as to age, sex, race, color, religion, national origin, disability, or Union activity.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Nothing in this Article shall be construed to restrict or to limit any management authority. The Village is not required to bargain on subjects reserved to the

management and direction of this government unit, except as it affects wages, hours, and conditions of employment as noted in this Agreement. Unless otherwise modified by this Agreement, the parties shall be subjects to all rights, protections, and obligations of the Village and Police Department's Work Rules. "Work Rules" include Personnel Policies and Procedures, Rules and Regulations, and Standard Operating Procedures.

Section 4.2 The Union recognizes the Village as the body of authority solely vested with the right to run the Village. It shall have the right to take any action it considers necessary and proper to effectuate any management policy, expressed or implied, except as expressly limited under this Agreement. Further, the Village has no duty to bargain over its decisions which are permitted under this Article.

Section 4.3 Except as limited under this Agreement, the Village's management rights include, but are not limited to, the right to:

(A) Determinate matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Village, standards of service, its overall budget, utilization of technology, and organizational structure;

(B) Direct, supervise, evaluate or hire members and to determine when and under what circumstances a vacancy exists;

(C) Maintain and improve the efficiency and effectiveness of governmental operations;

(D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(E) Suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain members;

(F) Determine the adequacy of the work force;

(G) Determine the overall mission of the Village as a unit of government;

(H) Require members to use or refrain from using specified uniforms or other tools of duty;

(I) Effectively and efficiently manage the work force; and

(J) Take actions to carry out and implement the mission of the Village as a unit of government. The Village reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Agreement.

Section 4.4 Supervisors may perform work customarily performed by Employees within the Bargaining Unit. Specifically, supervisors shall be able to instruct Employees in the Bargaining Unit and, in addition, may replace Bargaining Unit Employees as needed.

Section 4.5 In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the Village. Further, the exercise of any enumerated or reserved management rights shall not be subject to negotiation, during the term of this Agreement with respect to the decision.

Section 4.6 All of the rights, powers, authority, and functions the Village had prior to the negotiation of this Agreement are retained by the Village except as expressly abridged by a specific provision of this Agreement. The Village does not waive any of said rights, powers, authority, and functions or its right to exercise them in some other way not in conflict with a

specific provision of this Agreement by not exercising the rights, powers, authority, and functions reserved to it, or by exercising them in a particular way.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

Section 5.1 The Village and the Union realize that the grievance procedure provided herein is an adequate means to provide the orderly resolution of grievances. The parties, therefore, agree to the following:

1. The Union, agrees that it, its officers, agents, and representatives, will not authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operation or service of the Employer by its members during the life of this Agreement.

2. In all cases of strike, sympathy strike, slow down, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce any such Bargaining Unit member to return to their jobs, during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer during such unauthorized work stoppage or job action shall have the right to discipline.

Section 5.2 **Lockout.** The Employer agrees that it, its officers, agents, and representatives, individually or collectively, will not authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 6 - UNION ACTIVITIES

Section 6.1 The Union shall, at all times, keep the Mayor and Chief of Police advised, in writing, of its officers and members and all committees authorized to act on its behalf. Any change in the above shall be immediately forwarded to the proper Village officials.

Section 6.2 The Union shall have a bargaining committee made of four (4) unit members who shall be entitled to attend collective bargaining sessions on Village time, if the employee is working and if the meetings are on Village premises. The employees shall be paid for all actual work time. An Employee shall be paid for time spent engaged in collective bargaining sessions only if those sessions coincide with that employee's regularly scheduled shift. Attendance shall not interfere with the effective operations of the department.

Section 6.3 Employees taking a Richfield Village promotional test shall be allowed time off, without loss of pay, if scheduled to work for the time involved in taking such examination.

ARTICLE 7 - BULLETIN BOARD SPACE

Section 7.1 The Employer agrees to provide bulletin board space for use by the Union.

Section 7.2 All Union notices which appear on the bulletin board shall be posted and removed by a Union official in the Bargaining Unit and shall be related to items of interest to the members. Union notices related to the following limited matters might be posted:

1. Union recreational and social affairs;
2. Notice of Union meeting;
3. Union appointments;
4. Notice of Union elections;

5. Results of Union elections; and
6. Reports of standing committees and independent arms of the Union and notices and reports of affiliated Unions.

ARTICLE 8 - DISCIPLINE/MANAGEMENT

Section 8.1 Any complaint filed against a non-probationary Employee shall be handled within the following guidelines:

1. The initial complaint will be written and forwarded to the office of the Chief of Police. Department stationary will be used if by supervisory personnel and a "Citizen Complaint Form" if from a source outside the Police Department.
2. The complaint will be handled at the shift level, if a minor violation, with the results being forwarded to the office of the Chief of Police. Both the supervisor and the officer will sign results showing that the meeting was held. If the Employee disagrees with the decision, he/she may file a written appeal to the Chief of Police.
3. If the offense is a major violation, the complaint will be forwarded directly to the office of the Chief of Police. The Chief of Police will either investigate the complaint or he/she may designate another person not connected with the complaint to investigate and forward a report to him/her. The Chief of Police will review the findings and either proceed with charges or determine that the complaint is unfounded.
4. If the complaint is sustained and charges are recommended, the Employee will be notified in writing, of the charges of the complaint, with facts supporting the charges that have been brought against him/her.
5. Within five (5) days of notification, the Employee may either admit to the charges or deny the charges. If the Employee denies the charges, a hearing date, before the Chief of Police, will be set where the Employee may have a representative of the FOPRL present. All facts or charges are to be presented at this time. The Employee may waive this hearing and request a hearing before the Mayor/Safety Director or his/her designee.
6. If the Employee does not waive the hearing before the Chief of Police, the Chief of Police will rule on evidence given during the hearing and will provide a written response to the Employee within ten (10) days of the hearing.

7. If the Employee is not satisfied with the decision of the Chief of Police, then he/she may, within ten (10) days of receiving the written decision of the Chief of Police, file a written appeal to the Mayor/Safety Director, submitting relevant information in support of his/her position.
8. The Mayor/Safety Director or his/her Designee shall hold a hearing to review the evidence and shall give a written decision within ten (10) days of said hearing.
9. If the Employee is not satisfied with the decision of the Mayor/Safety Director, then within ten (10) days of that written decision, he/she may file a request to submit the matter to Arbitration.
10. Representatives of both parties shall meet to mutually select an arbitrator. If the parties cannot agree upon an arbitrator, then they shall request a list of five (5) names from the Federal Mediation and Conciliation Service (FMCS) and shall use the alternate strike method, with the Union striking the first name to determine the name of the arbitrator.

Section 8.2 No non-probationary Employee shall be suspended, removed, or reduced in pay or position except for just cause. Further, no form of disciplinary action will be taken against any Employee except for just cause.

Section 8.3 In the event that an Employee is suspended or discharged, he/she will be advised of the reasons for such action. He/she will be advised of his/her rights to have a Union representative present and, upon request, will be permitted to discuss his/her suspension or discharge with the representative in an area made available by the Village before being required to leave the premises. An Employee who is suspended or discharged shall be advised within forty-eight (48) hours of such action, stating the reasons that disciplinary action has been taken. Notices of suspension and discharge may be hand-delivered on Village premises with a copy being sent to the Union.

Section 8.4 Discipline will be applied in a corrective, progressive and uniform manner and is subject to the grievance/arbitration procedure herein.

Section 8.5 Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline, and the Employee's record of performance and conduct.

Section 8.6 In imposing discipline on a current charge, the Village will not consider any infractions which occurred more than forty-eight (48) months.

Section 8.7 Employees subject to criminal charges will be advised of their applicable legal rights before the questioning of the Employee.

Section 8.8 Employees subjected to investigation or interrogation with regard to internal charges (i.e., only non-criminal in nature) shall be entitled to the following procedural protections and basic rights:

- a. Law enforcement officers shall, if disciplinary action is expected, be notified of the investigation, the nature of the alleged violation, and further, be notified of the outcome of the investigation and the recommendations made to supervisors by the investigators within 15 work days of the conclusion of the investigation;
- b. Questioning of a law enforcement officer should be conducted at reasonable times, preferably while the officer is on duty where possible;
- c. Questioning of the law enforcement officer should take place at offices of those conducting the investigation or at the place where the officer reports to work, unless the officer consents (in writing) to another location;
- d. Law enforcement officers under investigation are entitled to have counsel or any other individual of their choice present at the interrogation;
- e. Law enforcement officers are entitled to a hearing, (written) notification in advance of the date of the hearing, and access to transcripts and other relevant documents and evidence generated by the hearing. The officer shall also be entitled to be represented by counsel or another non-attorney representative at the hearing;
- f. Law enforcement officers cannot be subject to retaliation for the exercise of any rights protected under federal, state, or local laws.

ARTICLE 9 - PROBATIONARY PERIOD

Section 9.1 All newly hired Employees will be required to serve a probationary period of twelve (12) months from the date of hire or the date of graduation from the police academy. During said period, the Employer shall have the sole discretion to discipline or discharge such Employee(s) and any such action shall not be appealed through any grievance or appeal herein or to any Civil Service Commission.

Section 9.2 All newly promoted Employees will be required to serve a promotional probationary period of nine (9) months. During such period, the Employer shall have the sole discretion to demote such Employee(s) to his/her previous position and any such demotion shall not be appealed through any grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 9.3 If an Employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new Employee and shall be subject to the provisions of Section 9.1 above.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.1 The term "grievance" shall mean an allegation by a Bargaining Unit Employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 10.2 A grievance may be filed by any member of the Bargaining Unit. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting more than one member of the Bargaining Unit in a similar manner, one member, or the exclusive representative selected by such a group shall process the grievance. Such grievance shall be

defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all Employees in the group. The grievance procedure outlined in Article 10 shall be used throughout.

Section 10.3 All grievance must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 10.4 Written grievances must be filed on the form provided by the FOP and shall contain, but not be limited to, the following information:

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of the Agreement involved;
4. Relief requested; and
5. Signature of the Employee.

Section 10.5 Disciplinary grievances involving suspension, reduction in rank or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in Article 10, Section 10.6. All other grievances related to disciplinary action are to be filed at Step 1.

Section 10.6 The following steps shall be followed in the processing of a grievance:

Step 1. Within ten (10) working days of the incident or knowledge of the which gave rise to the grievance, the aggrieved Employee shall submit his/her written grievance to the Shift Supervisor, who shall indicate the date and time of receipt of the grievance, and affix his/her signature to the grievance form. That Supervisor shall respond in writing to the grievant within ten (10) working days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Chief of Police within ten (10) working days from receipt of the Step 1 answer. It shall be the responsibility of the Chief of Police to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within ten (10) working days of receipt of the grievance. The grievant may, at his/her option, be represented by a representative of the FOP at any hearing or hearings held at this level.

Step 3. A grievance unresolved at Step 2 may be submitted by the grievant to the Mayor or his designee within ten (10) working days of receipt of the Step 2 answer. The Employer or his designee may meet with the grievant and a representative of the FOP, if the Employee desires, within ten (10) working days of submission of the grievance to Step 3, to discuss the grievance. The Employer or his designee shall provide a written response to the grievant within ten (10) working days of such meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the FOP in accordance with the provision of Section 10.7 of the Article.

Section 10.7 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on a

grievance from Step 3, the FOP shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.

The Employer's representative shall notify the FOP of any question of arbitrability, and of its intent to raise the question at the arbitration hearing.

After receipt of a request to arbitrate, a representative of each of the parties (FOP and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The FMCS shall submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the FOP, and the Employer.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-Employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any Bargaining Unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

ARTICLE 11 - DUTY HOURS

Section 11.1 The normal work week for Employees shall be forty (40) hours of work in five (5) eight (8) hour days during the period starting at 12:01 a.m. Monday to Midnight Sunday,

except where different hours are necessary to meet operational requirements. However, the preceding sentence shall not be construed as a guarantee of hours of work per day or per week, and the Village reserves the right, as operational needs and conditions require, to establish and change hour of work and schedules of hours. The Chief of Police shall have the authority to set the schedule. During the normal work week, two (2) consecutive days off will be provided, except where emergency operational needs and conditions require a different schedule, as determined by the Chief of Police. The current practice of scheduling employees shall be maintained.

Section 11.2 Except in the event of a public emergency, Employees shall not be required to work more than sixteen (16) consecutive hours without a period of time off of at least eight (8) hours following, and shall not be required to work two (2) consecutive sixteen (16) hour days.

Section 11.3 Employees will be permitted to switch duty time as long as such change does not interfere with the operation of the Police Department, is approved in advance by the Shift Supervisor, and shall not create overtime.

ARTICLE 12 - CALL-IN, OVERTIME AND COURT TIME PAY

Section 12.1 All Employees, for work performed in excess of forty (40) hours per week, shall be compensated, at the Employee's election, by (a) the rate of one and one-half (1 ½) times the Employee's regular hourly rate for all overtime, or (b) in compensatory time computed at the rate of time and one-half (1 ½) to be taken in the future as approved by the Chief of Police.

Section 12.2 Whenever approved by the Chief of Police, full-time Employees who are off duty and who are called into work for a period of less than three (3) hours, shall be

compensated for three (3) hours at the one and one-half (1 ½) time rate, subject to the election of the method in which compensation is to be received as set forth in Section 12.1 above.

Section 12.3 Whenever approved by the Chief of Police, full-time Employees who are off duty and who appear in court on behalf of the Employer shall be compensated for a minimum of three (3) hours or the actual time worked, whichever is greater, at the time and one-half (1 ½) rate. Such compensation is subject to the election of the method in which said compensation is to be received as set forth in 12.1 above.

Section 12.4 Employees who are scheduled for more than one (1) court appearance within a four (4) hour period will be compensated at the rate of three (3) hours of overtime pay or the actual time spent, whichever is greater.

Section 12.5 If such time is contiguous to an Employee's work schedule, the Employee shall receive compensation for the exact amount of time spent. Part-time Employees shall not receive time and one-half (1-½) for court appearances, but shall receive the three (3) hours straight time for court appearances or call-in, unless they have worked over forty (40) hours in the work week.

ARTICLE 13 - OFFICER SHIFT FILL CLASSIFICATION

Section 13.1 An Employee working in the absence of another Employee shall be of the same work classification as outlined below:

1. If, after documented attempts to fill a vacancy in compliance with department policy fail (use of part-time officers), a patrol officer vacancy shall be filled with a patrol officer, using a rotating seniority system.
2. If, after documented attempts to fill a vacancy in compliance with department policy fail (use of part-time officers), a supervisory vacancy shall be filled with a supervisory officer, using a rotating seniority system.

3. If documented attempts to fill within the work classification are unsuccessful, then the shift may be filled outside of the work classification, using a rotating seniority system.

ARTICLE 14 - COMPENSATORY TIME

Section 14.1 Each Employee may request to take overtime as paid compensation or compensatory time, subject to the approval of the Chief. The Village may deny the use of compensatory time on the grounds that the use of compensatory time will create the need for other Employees to work overtime, and/or that emergency conditions exist.

Section 14.2 An Employee shall be entitled to accumulate compensatory time not to exceed eighty (80) hours and said time may be carried through to the next calendar year.

Section 14.3 Requests for compensatory time shall be made no later than 48 hours prior to the date requested, and no earlier than six (6) months prior to the date requested, subject to approval of the Chief. Should compensatory time be required by two (2) Employees at the same time to be taken at the same time, and the Chief finds it appropriate to allow compensatory time to be taken at the time requested, seniority shall prevail. However, compensatory time will generally be granted on a first-come, first-serve basis and an Employee with greater seniority may not bump an employee with less seniority from a compensatory time leave slot approved by the Chief before the Employee with greater seniority makes his/her request.

Section 14.4 Compensatory time shall be charged in minimum units of one-half (½) hour.

Section 14.5 Upon the Employee's request, accumulated compensatory time may be cashed-in to be paid within thirty (30) days.

ARTICLE 15 - UNIFORM ALLOWANCE

Section 15.1 The Employer shall annually compensate each employee in the following amounts for the purchase and maintenance of uniforms during the term of this Agreement:

<u>Position</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Lieutenant	\$900.00	\$925.00	\$950.00
Sergeant	\$900.00	\$925.00	\$950.00
Patrol Officer (Full-Time)	\$900.00	\$925.00	\$950.00
Dispatcher Supervisor	\$475.00	\$500.00	\$525.00
Dispatcher	\$475.00	\$500.00	\$525.00
Part-Time Officer	\$475.00	\$500.00	\$525.00
Part-Time Dispatcher	\$250.00	\$275.00	\$300.00

Section 15.2 The Employer will make the Uniform Allowance in the above amounts available to Employees in accordance with the terms of the Village's "Clothing Allowance Payment" ("CAP") card program as set forth in the CAP Card Program Policy Manual for purchase as approved by the Chief of Police.

Section 15.3 The Employer will provide each Employee with one (1) new ballistic vest at least once every five (5) years or more frequently when, at the discretion of the Chief of Police, when wear or damage in the line of duty renders a vest unservicable.

ARTICLE 16 - LINE OF DUTY INJURY LEAVE

Section 16.1 Line of Duty Injury Leave is intended to recognize the unusual exposure to dangerous situations experienced by members of the Police Department. If a member of the Police Department suffers a serious injury as a result of a duty-related injury or accident, the Employee shall be placed on Line of Duty Injury Leave.

Section 16.2 For the purposes of this Article, the term "injury" shall include physical injury and/or disease, gunshot wound, stabbing or other acts of physical violence by a third party

which cause personal physical damage resulting in extended hospitalization and/or recuperative periods. Serious communicable disease contracted by Employees are also eligible for consideration as an injury, provided the Employee can prove that such disease was contracted as a result of the performance of his/her duties as defined in this Section and Article.

Section 16.3 A full-time Employee who is injured as a result of performing his/her duties within the scope of his/her work and is unable to work as a result of such injury shall be paid his/her regular compensation during the duration of such disability not to exceed six (6) calendar months from the date that such service-related disability was incurred. Such compensation shall be paid whether or not the member of the Police Department has accumulated sick leave. At the expiration of the six (6) month period identified in this section, the Mayor may, at his or her discretion, extend this period for up to ninety (90) days.

Section 16.4 An Employee who is injured as a result of his/her duties and is unable to work as result of such injury, shall be paid his/her regular compensation during the duration of such disability not to exceed one hundred and eighty (180) days. The Employee will be charged the lesser of twenty-four (24) hours of accumulated sick leave, the total accumulated sick leave of the employee, or sick leave for the entire duration of the disability, whichever is applicable.

Section 16.5 Any Employee who obtains a paid leave under this Section shall file for Workers' Compensation and sign a waiver, assigning to the Village those sums of money (e.g., temporary total disability benefits) he or she would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he/she received benefits under this Section.

Section 16.6 A certificate of the attending physician or surgeon certifying to the service-related disability and the cause thereof shall be filed with the Police Chief or his designee before the last day of each month (or more often at the request of the Police Chief) for which disability continues.

Section 16.7 As a condition of received disability leave, an Employee shall submit to a medical examination by a medical professional chosen by the Village at any time. The Village may also require the Employee to submit to medical examination(s) to clear the Employee to return to work. The Village will pay for the aforementioned medical examinations.

ARTICLE 17 - MEDICAL COVERAGE AND INSURANCE

Section 17.1 - Insurance Committee

The Village shall establish, as soon as practicable, an Insurance Committee ("Committee") of one (1) to two (2) representatives from each of the Village's Bargaining Units, if they choose to be represented, and a minimum of one (1) representative of the Village. The Committee shall meet as necessary for the purpose of exploring cost saving measures and/or alternative health plans. The Committee shall make recommendations regarding health care coverage and such recommendations shall be presented to each Bargaining Unit as well as to the Village.

All changes affecting the medical and prescription drug plan coverage's co-payment, deductibles, providers' enrollment periods, and regulations will be shared with the Bargaining Unit prior to making such changes.

It is further agreed that if the Village agrees on a lower percentage of Employee contribution for single or family medical and prescription drug plan coverage with any other

Bargaining Unit at the Village, that lower percentage shall apply to the Employees covered under this Agreement from the 1st day of the month following approval of such other Bargaining Unit agreement for the duration of the lower percentage Employee contribution.

The Committee may review all of the Village's current health care plans, and recommend a new or revised plan that is competitive in the health care market and that will achieve the goal(s) of maintaining cost stability in the plan, promoting the Village's cost containment, and minimizing premium contributions by Employees. In making its recommendation, the Committee may consider modification to such items as office co-pays, prescription drug plan design, including employee co-pay, formularies and mandatory generic requirement, deductibles, maximum out-of-pockets, wellness programs and such other plan attributes and other related matters that will achieve the goals set forth above.

The Committee shall meet thereafter at least every other year, commencing in the year 2006, when called by the Village to consider revisions to the Village's plan in order to meet the goals set forth above. When meeting in such future years, the Committee and the Village shall continue to follow the procedures set forth above for recommending appropriate revisions to the Village's health care plan.

Section 17.2 Employees will contribute 7% for single or family plan.

ARTICLE 18 - PENSION PICKUP

Section 18.1 The full amount of the statutorily required contribution to the Police and Firemen's Disability and Pension Fund shall be withheld from the gross pay of each employee and shall be picked up (assumed and paid to the Police and Firemen's Disability and Pension Fund). This pick-up shall be designated as the public employee's contribution and shall be in

lieu of contributions to the Police and Firemen's Disability and Pension Fund by each employee. No employee subject to this pick-up shall have the option of choosing to receive the statutorily required contribution to the Police and Firemen's Disability and Pension Fund directly instead of having it picked up by the Village or being excluded from the pick-up.

The Village shall, in reporting and making remittance to the Police and Firemen's Disability and Pension Fund, report that the public employee's contribution for each person subject to this pick-up has been made as provided by statute.

ARTICLE 19 - JURY LEAVE

Section 19.1 An Employee who is called for jury duty shall be reimbursed for the difference between his/her jury pay and his/her regular wages. Time spent on jury leave shall not be deducted from an Employee's sick leave or annual leave.

ARTICLE 20 - MILITARY LEAVE

Section 20.1 Employees who serve in the U.S. military reserve are entitled to a leave from their respective duties pursuant to state and federal laws.

ARTICLE 21 - WAGES

Section 21.1 Employees will receive wage increases of 3.0% in 2009, 3.0% in 2010 and 3.0% in 2011.

Section 21.2 Rank Differential - Lieutenants will be paid 8.5% more than Sergeants and Sergeants will be paid 12% more than Patrol Officers and Dispatch Supervisors will be paid 12% more than Dispatchers.

Section 21.3 Newly-hired, full-time Patrol Officers will receive three stepped increases in their rate of pay. These increases will occur at the completion of twelve (12), twenty-four (24)

and thirty-six (36) months of continuous employment. See Memorandum of Understanding No.

1.

Section 21.4 Newly-hired, full-time Dispatchers will receive three stepped increases in their rate of pay. These increases will occur at the completion of twelve (12), twenty-four (24) and thirty-six (36) months of continuous employment.

Section 21.5 Newly-hired, part-time Dispatchers will receive four stepped increases in their rate of pay. These increases will occur at the completion of nine (9), eighteen (18), twenty-seven (27) and thirty-six (36) months.

Section 21.6 The wage increases and differentials addressed in this Article result in the following regular hourly wage rates during the term of this Agreement:

<u>Position</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Lieutenant	\$33.65	\$34.65	\$35.71
Sergeant	\$31.01	\$31.94	\$32.91
Patrol Officer - 36 Months	\$27.69	\$28.52	\$29.38
Patrol Officer - 24-35 Months	\$23.45	\$24.15	\$24.87
Patrol Officer - 12-23 Months	\$22.30	\$22.96	\$23.64
Patrol Officer - new -12 Months	\$19.41	\$19.99	\$20.59
P-T Patrol Officer	\$22.30	\$22.96	\$23.64
Dispatcher Supervisor	\$22.31	\$22.98	\$23.67
Dispatcher - 36 Months	\$19.92	\$20.52	\$21.13
Dispatcher - 24-35 Months	\$18.61	\$19.17	\$19.75
Dispatcher - 12-23 Months	\$18.27	\$18.82	\$19.38
Dispatcher - new - 12 Months	\$17.39	\$17.91	\$18.45
P-T Dispatcher - 36 Months	\$17.91	\$18.45	\$19.00
P-T Dispatcher - 27 - 35 Months	\$15.52	\$15.99	\$16.47
P-T Dispatcher - 18 - 26 Months	\$13.69	\$14.10	\$14.52
P-T Dispatcher - 9 - 17 Months	\$11.87	\$12.23	\$12.60
P-T Dispatcher - new - 9 Months	\$10.03	\$10.33	\$10.64
P-T Animal Warden	\$17.91	\$18.45	\$19.00

ARTICLE 22 - OFFICER IN CHARGE PAY

Section 22.1 In the absence of a sergeant or lieutenant, the Officer in Charge (O.I.C.) shall receive one dollar (\$1.00) per hour additional as compensation when charged with the command of the shift, when no supervisory officer (Sergeant or above) is working.

Section 22.2 An Employee's status as an O.I.C. shall be determined in accordance with Standard Operating Procedure B. 100.01, General Order # 02-05, dated April 1, 2002.

Section 22.3 In the event of an extended absence of a Sergeant, the Police Chief has the option of appointing an O.I.C. at his discretion.

Section 22.4 Officers acting in the capacity of Field Training Officer shall receive \$1.30 for all hours worked in such capacity.

ARTICLE 23 - VACATIONS

Section 23.1 Each Employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Employment Years 00 through 01	0 weeks vacation
Employment Years 01 through 04	2 weeks vacation
Employment Years 05 through 09	3 weeks vacation
Employment Years 10 through 19	4 weeks vacation
Employment Years 20+	5 weeks vacation

Section 23.2 Employees shall be eligible for vacation time that shall begin annually on the Employee's anniversary hire date and shall require one (1) week's notice for a vacation request.

Section 23.3 Employees shall be able to bank up to one half (1/2) of their vacation time annually, up to a maximum of twenty (20) weeks.

Section 23.4 Any and all unused or banked vacation time (up to 20 weeks) shall be paid out in full to the Employee upon separation from service, or to the Employee's spouse or designated beneficiary in the event of death.

Section 23.5 An Employee who has reached twenty-five (25) years of continuous full-time service with the Employer shall have the option, upon written request to the Chief of Police, to be paid in cash for up to eighty (80) hours of accrued vacation time during any calendar year. Eligibility for such payment begins in the calendar year in which the Employee completes the required twenty-five (25) years of service.

Section 23.6 An Employee may draw additional weeks from his/her vacation bank to add to a calendar year's earned vacation, but may draw no more than three (3) weeks additional vacation from the bank in one (1) calendar year.

ARTICLE 24 - SENIORITY/LAYOFFS

Section 24.1 Seniority shall be adjusted to exclude periods of layoff and leaves of absence without pay.

“Seniority” refers to an employee's time of service with the Village of Richfield Police Department. In the event than an employee is laid off or takes a leave of absence without pay, that employee's seniority will be adjusted to reflect these occurrences as follows:

Section 24.2 In the event layoffs are required, layoffs of Bargaining Unit members shall occur in reverse order of rank and seniority (last hired, first laid off).

Section 24.3 A member of the Bargaining Unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

Section 24.4 A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

ARTICLE 25 - LONGEVITY

Section 25.1 Employees shall receive additional compensation for a continuous period of time in service in accordance with the following schedule:

<u>Years of Service</u>	<u>Compensation Per Month of Service</u>
5 through 9	\$4.00
10 through 14	\$5.00
15 through 19	\$6.00
20 through 24	\$7.00
25 or more	\$8.00

Section 25.2 The total amount for additional compensation shall be due and payable on the regular scheduled date of pay immediately after the anniversary date of the Employee's employment.

Section 25.3 Notwithstanding any of the foregoing, the maximum annual additional compensation due and payable to any employee shall not be more than two thousand one hundred dollars (\$2,100.00).

Section 25.4 The length of service shall be computed on the basis of the employee's anniversary date.

ARTICLE 26 - SICK LEAVE

Section 26.1 Sick leave shall be defined as an absence necessitated by personal illness or injury, including pregnancy, to the Employee.

Section 26.2 Sick leave shall further be defined to encompass a member of the Employee's immediate family to include spouse, son, daughter, parent, grandparent, or grandchild.

Section 26.3 All full-time Employees shall accrue sick time at a rate of 4.62 hours for eighty (80) hours of work. For purposes of this Section, completed service shall only include hours actually worked, vacation, and holidays.

Section 26.4 An Employee who is to be absent on sick leave shall inform the police department of such absence (and the reason for the absence) at least one (1) hour prior to the start of his/her work shift.

Section 26.5 Sick leave may be used at a ratio of one (1) hour of sick leave for each hour of regularly scheduled work from which the Employee is absent, up to the maximum number of accrued sick leave hours remaining to the Employee's credit.

Section 24.6 There shall be no limit to the number of sick leave hours an Employee may accumulate.

Section 26.7 Before an absence may be charged to an Employee's accumulated sick leave, the Employer may require proof of said illness, injury or death as may be satisfactory to the Employer, or may require the Employee to be examined by a physician designated and paid by the Employer. In any event, an Employee absent for three (3) consecutive work days must supply a physician's report prior to reporting for duty to be eligible for paid sick leave, unless waived by the Chief of Police.

Section 26.8 Should an Employee fail to submit adequate proof of illness, injury or death as may be required by the Employer, or in the event that upon such proof as is submitted or

upon the report of a medical examiner, the Employer finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the Employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 26.9 Any abuse of sick leave, or the patterned use of sick leave, shall be just and sufficient cause for progressive discipline.

Section 26.10 The falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action.

Section 26.11 The Chief of Police may require an Employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid for by the Employer, to establish that the Employee is able to perform his or her normal duties, or that his or her return to work will not jeopardize the health and safety of other Employees.

Section 26.12 An Employee who transfers from this Department to another department of the Employer shall be allowed to transfer his or her accumulated sick leave to the new department.

Section 26.13 A newly hired Employee who has accumulated sick leave with the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Village within ten (10) years of his or her termination from such other public employer shall be allowed to transfer said accumulation to his or her sick leave with the Village in an amount not to exceed two hundred and fifty (250) hours. In order to do so, he or she must submit a certification of such time by his or her previous employer to the Village.

Section 26.14 Each full-time Employee hired after January 1, 1981, with ten or more years of service shall receive payment based on the employee's rate of pay at retirement for unused accumulated sick leave up to a maximum accumulation of sixty (60) days at the time of retirement or death. Such retirement shall be in accordance with Public Employees Retirement System or Police and Firemen's Disability Pension Fund.

Section 26.15 All full-time Employees on the payroll on January 1, 1981, shall receive payment based on the employee's rate of pay at retirement for all unused accumulated sick leave up to a maximum of 120 days at retirement.

ARTICLE 27 - FUNERAL LEAVE

Section 27.1 An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) for the purpose of attending funerals and related funeral duties as a result of the death of a member of the Employee's immediate family.

Section 27.2 The Employee shall be entitled to an immediate three (3) work days off for each death in his/her immediate family.

Section 27.3 In addition, the Employee shall be entitled to additional bereavement or other paid leave as necessary and approved by the Mayor or his designee.

Section 27.4 "Immediate family," for purposes of this Section is defined as follows:

- | | |
|------------|------------------------------|
| 1) Spouse | 5) Daughter |
| 2) Brother | 6) Parent or Grandparent |
| 3) Sister | 7) Mother and Father-in-Law |
| 4) Son | 8) Brother and Sister-in-Law |

Section 27.5 In addition, the Employee shall be entitled to one (1) work day off with pay (not to be deducted from the Employee's sick leave) for the purpose of attending the funeral

services of family members not included in the preceding Sections. For the purposes of this Section, the term "family members" shall mean all aunts, uncles and first cousins of the Employee.

Section 27.6 If the death of a family member occurs while the Employee is on duty, he/she shall be granted the balance of the tour of duty off with pay, and it shall not be deducted from either sick leave or funeral leave. Such grant will be subject to the approval of the O.I.C. (Officer in Charge) and shall not be withheld unreasonably.

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

Section 28.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, on a mutually agreeable day and time, the Mayor and/or Chief of Police may meet with not more than three (3) representatives of the Bargaining Unit to discuss issues of mutual labor/management interest.

Section 28.2 The Party requesting the meeting shall furnish the agenda of the meeting to the other party at least five (5) working days in advance of the scheduled meeting. The agenda, if provided by the FOPRL, shall include the names of the Bargaining Unit members who will attend. The purpose of the meeting shall be to:

1. Discuss the "Administration of this Agreement";
2. Notify the FOPRL of departmental policy changes and procedure changes implemented by the Chief of Police, which affect the Bargaining Unit, including modifications to existing departmental rules and regulations;
3. Disseminate general information of interest to the parties;
4. Discuss ways to increase productivity and improvement of efficiency; and
5. To consider and discuss health and safety matters relating to Employee's working conditions.

Section 28.3 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request is practical.

ARTICLE 29 - OBLIGATION TO NEGOTIATE

Section 29.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 29.2 For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 30 - NEGOTIATION PROCEDURE

Section 30.1 At any time during the bargaining process, either side may request, in writing, the Federal Mediation and Conciliation Service to provide a Mediator to assist the parties in reaching an agreement. The Mediator shall have no power to impose a settlement on either party or to, in any way, bind either party to an agreement on any issue. The party making the request shall serve the other party with a copy of the written request.

Section 30.2 The parties shall either mutually select an impartial Arbitrator, or request a list of seven (7) impartial Arbitrators from the Federal Mediation and Conciliation Service. After receiving a list, the parties shall select an Arbitrator by mutual strike. The Arbitrator shall

have the right to mediate between the parties until such time as he or she directs the parties to a hearing. Such hearing shall then be scheduled as quickly as possible after the date the Arbitrator so orders. The Village and the Union shall equally share the cost of services of the Arbitrator. The Village and the Union shall pay the cost of their own witnesses and presentation.

Section 30.3 The Arbitrator will only have jurisdiction over the unresolved issues and other matters mutually agreed upon by the Village and the Union. The hearing shall be private and will be conducted pursuant to the American Arbitration Association's current rules of labor arbitrations. Not later than three (3) days before the hearing, the Village and the Union shall serve on the Arbitrator and the opposing party a written report summarizing the unresolved issues and any other matter submitted to the Arbitration, the party's final offer on the issues and the rationale for the position. If, after submission of the parties' reports, mediation efforts by the Arbitrator result in a change of final offer, a party may, with the permission of the Arbitrator, submit a revised written offer to the other party through the Arbitrator.

Section 30.4 After hearing the parties, the Arbitrator shall resolve the dispute between the parties by selecting either of the party's final offers, taking into consideration the following:

1. Past collective bargain agreements, if any, between the parties;
2. Comparison of the issues submitted to binding arbitration relative to the employees in the Bargaining Unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors doing comparable peculiar to the area and classification involved;
3. Comparability of treatment between the employees in the Bargaining Unit in question and the Village's employees doing work comparable to that performed by Bargaining Unit employees, concerning the issues submitted to binding arbitration;

4. The interests and welfare of the public, the ability of the employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
5. The lawful authority of the employer;
6. The stipulations of the parties; and
7. Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary resolution procedures in the public service or in the private employment.

Section 30.5 The Arbitrator shall make written findings of fact and promulgate a written opinion and award upon the issues presented to him or her, and upon the record made before him or her, and shall mail or otherwise deliver a true copy thereof to the parties.

Section 30.6 All awards of the Arbitrator are subject to review by the Court of Common Pleas having jurisdiction over the public employer as provided in Chapter 2711 O.R.C.

Section 30.7 The award for the arbitration is final, conclusive and binding on the Employer and the Union, and it is a mandate to both parties to take the necessary steps to implement the award, unless the parties mutually agree to amend or modify the award.

ARTICLE 31 - TOTAL AGREEMENT

Section 31.1 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of the Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 32 - PAID HOLIDAYS/PERSONAL DAYS

Section 32.1 All Employees shall receive annually the following paid holidays:

- | | |
|------------------------|----------------------------|
| New Years Day | Thanksgiving Day |
| Martin Luther King Day | The Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Years Eve |

Section 32.2 The pay due for a holiday will be equivalent to eight (8) hours pay.

Section 32.3 An Employee qualifies for payment for a holiday only if the Employee works the scheduled work day before and the scheduled work day after the holiday, except for absence due to vacation, approved sick leave or death in the family.

Section 32.4 Any Paid Holiday Time not used by the end of the calendar year shall be converted to additional pay to be paid to the Employee at his regular rate of pay at that time.

Section 32.5 The duty days off are at the discretion of the Employee, subject to prior approval of the Chief of Police with three (3) days notice.

Section 32.6 Employees who are scheduled to work on a holiday shall be compensated at a rate of one and one-half (1½) time rate for the hours worked on a holiday.

Section 32.7 All Employees shall be entitled to three (3) personal days annually, beginning the first day of January of each year.

Section 32.8 Personal days may not be accrued from year to year.

Section 32.9 Personal days shall be paid at the Employee's regular rate of pay, and shall required three (3) days notice for scheduling purposes.

ARTICLE 33 - DUES DEDUCTION AND AGENCY SHOP

Section 33.1 During the term of this Agreement, the Employer shall deduct regular monthly FOPRL dues from the wages of those Employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The FOPRL shall be responsible for separately collecting on its own all initiation fees and assessment levied by it. No new authorization forms will be required from any Employees in the police department from whom the Employer is currently deducting dues.

Section 33.2 The dues so deducted shall be in the amounts established by the FOPRL from time to time in accordance with its Constitution and By-Laws. The FOPRL shall certify to the Employer the amounts due and owing from the Employees involved.

Section 33.3 The Employer shall deduct dues from the first pay in each calendar month. If an Employee has no pay due on that date, such amount shall be deducted from the next or subsequent pay.

Section 33.4 A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be transferred to the treasurer of the FOPRL within thirty (30) days from the date of making such deductions.

Section 33.5 All members of the Bargaining Unit, as defined in Article 2 of this Agreement shall either: (1) maintain their membership in the FOPRL; (2) become members of the Union; or (3) pay a service fee to the FOPRL in an amount not to exceed the regular monthly FOPRL dues, as a condition of employment, all in accordance with the O.R.C. §4117.09. In the event that a service fee is to be charged to a member of the Bargaining Unit, the Employer shall

deduct such fee in the same manner as dues are deducted as specified in Article 2 of this Agreement.

Section 33.6 The FOPRL agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 34 - TERM LIFE INSURANCE

Section 34.1 The Employer will provide all full-time Employees with term life insurance while employed by the Village in the amount of \$50,000.00.

Section 34.2 All full-time Employees shall be afforded the opportunity to purchase additional amounts above that provided by the Employer, through the same term life insurance company.

Section 34.3 Additional coverage amounts above that provided shall be the responsibility of the Employee, and shall be deducted from the Employee's pay on a monthly basis.

ARTICLE 35 - FAIR SHARE FEES

Section 35.1 On or after sixty (60) days following the date of employment of the date of this Agreement, whichever is later, all Employees in the Bargaining Unit who are not members of the FOP shall pay to the FOP a fair share fee not to exceed dues paid by members of the Bargaining Unit in accordance with the provisions of the O.R.C. §4117.09(C). A rebate procedure in accordance with applicable state and federal laws shall provide for a rebate to fair share contributors of expenditures for matters not related to work of employee organizations in

the realm of collective bargaining. The Village shall transmit the aggregate fair share fees to the FOP at the same time and in the same manner as regular dues.

ARTICLE 36 - GENDER & PLURAL

Section 36.1 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neutral genders shall be construed to include all of said genders. But use of either the masculine or feminine genders is understood that said use is for convenience purposes only and is not interpreted to be discriminatory by reason of sex.

ARTICLE 37 - HEADINGS

Section 37.1 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 38 - CONFORMITY TO LAW

Section 38.1 This Agreement shall be subject to and subordinated to any present and future federal and state laws, and invalidity of any provisions of this Agreement by reason of such existing or future law shall not affect the validity of the surviving provisions.

Section 38.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in the proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of the Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 39 - PROMOTIONS

Section 39.1 The Village shall create an objective test to be used during promotions which consists of both a written component and a verbal assessment. The Village may use an outside consultant to create and/or administer such test.

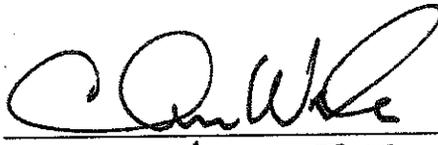
Section 39.2 The Village will present an overview of the testing criteria to the Labor Management Committee for comment.

THE VILLAGE OF RICHFIELD

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
LODGE 66**



DATE

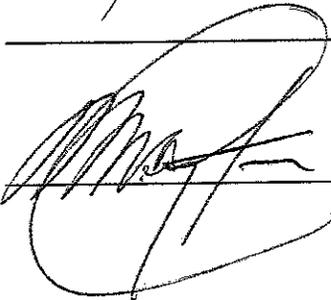


FOR LOCC INC. DATE

DATE



DATE



5-15-09
DATE



05/14/09
DATE

MEMORANDUM OF UNDERSTANDING NO. 1

PART-TIME PATROL OFFICERS

Newly-hired, part-time Patrol Officers will receive three stepped increases in their rate of pay or the same as a full-time Patrol Officer with 12 to 23 months of service.