

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, LODGE 66, GOVERNING TWELVE HOUR SHIFT SCHEDULES; AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has recommended that Council authorize the attached Memorandum of Understanding with the Fraternal Order of Police, Ohio Labor Council, Lodge 66, to govern 12-hour shift schedules and assignments within the Police Department.


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

SECTION 1. The Mayor and Director of Finance are hereby authorized and directed to enter into a Memorandum of Understanding with the Fraternal Order of Police, Ohio Labor Council, Lodge 66 substantially in accordance with the terms and conditions of the attached draft agreement subject to final approval from the Director of Law.

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 execute the Memorandum of Understanding to govern 12-hour shift scheduling in the Village; 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: 3-19-24




President of Council



Mayor

Dated: 3/19/2024

ATTEST:


Clerk of Council

MEMORANDUM OF UNDERSTANDING
12 HOUR SHIFT SCHEDULE OPTION

The Village of Richfield (Village) and the Fraternal Order of Police, Lodge 66 (“Union”) do hereby agree to the following with regard to 12-hour shift schedules.

Notwithstanding any provisions of the collective bargaining agreement (CBA) between the parties to the contrary, it is recognized and agreed that the following provisions shall apply to 12-hour shift schedules and assignments and shall be controlling and shall supersede any conflicting provisions within the CBA:

1. The Chief of Police, at his discretion and with the approval of the Safety Director/Mayor, may institute, modify, and/or discontinue a 12-hour shift schedule for Patrol Officers and Ranking Officers. However, 12-hour shift schedules may exclude Officers on special assignments as determined by the Chief not to be conducive to a 12-hour shift schedule.
2. 12-hour shift schedules and assignments shall be at the sole discretion of the Village and may be discontinued with 45 calendar days’ notice to the Union and affected employees.

Notwithstanding the provisions of Article 12, in the event that the Chief elects to discontinue twelve (12) hour shifts, duty hours and applicable paid time off in excess of forty (40) hours in a work week shall constitute overtime.

3. 12-hour shift schedules may be implemented at the discretion of the Chief and with the approval of the Safety Director/Mayor on or after April 1, 2024.
4. The work period for employees assigned to a 12-hour shift schedule shall consist of 28 consecutive calendar days.
5. The work day for employees assigned to a 12-hour shift schedule shall normally consist of 12 consecutive regular hours within a 24 hour period. The 24-hour period commences with the beginning of the applicable regularly scheduled shift. Additionally, at the discretion of the Chief/designee, two, eight hour shifts, or one, four hour shift may be scheduled within the 28 day work period to accommodate the scheduling of 160 hours of work. Schedule requirements may on occasion result in shift assignments wherein a member has eight off hours separating two scheduled shifts.
6. Except in case of emergency or extenuating circumstances as determined by the Chief, no employee will work more than 16 consecutive hours within a 24-hour period.

MEMORANDUM OF UNDERSTANDING
12 HOUR SHIFT SCHEDULE OPTION (Continued)

7. Training may be scheduled within a 12, eight, or four hour shift at the discretion of the Chief/designee. An employee assigned to training during a shift will return to complete the remainder of the regular scheduled shift when time remains in the scheduled shift. An employee assigned to training of three days or more within in a work week may be assigned to five, eight hour shifts for that work week, at the discretion of the Chief/designee. Thereafter, the schedule of the affected employee for the remainder of the 28-day work period may be adjusted as necessary, and as determined by the Chief/designee, in order to accommodate the scheduling of 160 hours of work within the 28-day work period.
8. Tentative work schedules will be posted 14 calendar days in advance recognizing the right of the Village to adjust the schedule, following posting, as necessary.
9. Any duty hours in excess of 80 hours of work in a 14-calendar day work period shall constitute overtime. Compensable time (holidays, vacation days, compensatory days, sick time, and actual duty hours) shall be considered as time worked for the purposes of computing overtime. Overtime time shall be compensated at time and one-half the regular rate of pay.
10. Premium pay/ or overtime compensation shall not be paid more than once for the same hours worked.
11. It is understood that paid time off (e.g., vacation, holiday time, and sick leave) shall continue to accrue on the basis of a full month, an average 40 hour week, and/or an eight hour work day, as applicable. When taken, paid time off, including compensatory time, shall be deducted based upon the scheduled shift for the applicable work day(s); i.e., 12, 8, or 4 hours as applicable.
12. It is understood that paid time off expressed in “days” under the current collective bargaining agreement shall be converted to the appropriate hours equivalent (e.g., Under Article 27, Funeral Leave, three [3] calendar days’ bereavement leave will be applied as 24 hours of bereavement leave; Under Article 32, Paid Holidays / Personal Days, four [4] personal days will be applied as 32 hours of personal leave; etc.)
13. Shift trade requests must encompass the same shift hours; e.g., a 12 hour shift for a 12 hour shift, an eight hour shift for an eight hour shift, etc.

This Memorandum of Understanding shall be effective upon execution and shall remain in full force and effect through December 31, 2026, unless discontinued at the discretion of the Chief in accordance with Section 2 herein.