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AGREEMENT

BETWEEN

THE CITY OF RICHMOND HEIGHTS, OHIO

AND

**THE FRATERNAL ORDER OF POLICE,
RICHMOND HEIGHTS DIVISION
LODGE #57**



Effective January 1, 2019 through December 31, 2021

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ARTICLE 1
PURPOSE AND INTENT

Section 1.1. This Agreement entered into by the City of Richmond Heights, hereinafter referred to as the “Employer,” and the Fraternal Order of Police (Richmond Heights Division) Lodge #57, hereinafter referred to as the “Union,” has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code.
- B. Set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the F.O.P., Lodge #57, Richmond Heights Division, as the sole and exclusive representative for those employees of the Employer in the bargaining units listed in Section 2.2. Whenever used in this Agreement, the term “bargaining unit(s)” shall be deemed to include those full-time employees employed by the Employer, in a classification listed as appropriate to a bargaining unit. The parties recognize and agree that this Agreement constitutes a multiple-unit Agreement and, unless eliminated specifically by clause, all provisions of the Agreement apply equally to both units.

Section 2.2. The term “bargaining unit” shall be defined as follows:

Bargaining Unit A: All sworn Patrol Officers and Detectives.

Bargaining Unit B: All sworn Sergeants through Lieutenants.

Section 2.3. All positions and classifications not specifically stated herein as being included in the bargaining units shall be excluded from the bargaining units.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. It is agreed that the Employer reserves all the customary rights, privileges or authority of management, except as modified by the terms of this Agreement, including, but not limited to, the following:

- A. Determine 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 public employer, standards of service, its overall budget, utilization of technology, and organization structure;

- B. Direct, supervise, evaluate or hire employees;
- 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; or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take action to carry out the mission of the public employer as a governmental entity.

Section 3.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 4

DUES DEDUCTION

Section 4.1. Upon the effective date of this agreement, or within thirty (30) days thereafter, all employees in the bargaining unit may become dues-paying members of the F.O.P. Nothing in this Article shall be deemed to require any employee to become a member of the F.O.P.

Section 4.2. The Employer agrees to deduct F.O.P. dues from any F.O.P. member of the bargaining unit who provides written authorization for a payroll dues deduction. The F.O.P. shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

Deductions for dues will be made at least on a monthly basis, and paid to Treasurer, F.O.P. Lodge No. 57 (Richmond Heights Division), with the Employer providing a list of those employees for whom dues deductions have been made.

Section 4.3. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the F.O.P. within fifteen (15) days from the date of making said deductions.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 5.1. The Employer and the F.O.P. recognize that “negative work actions” as defined in Section 5.1(A) would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The F.O.P. shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slowdown, job action, walkout, concerted “sick” leave, work stoppage, sympathy strike, picketing or interference of any kind with any operations of the Employer. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.
- B. The F.O.P. shall, at all times, cooperate with the employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 5.1(A). In the event any violation of Section 5.1(A) occurs, the F.O.P. shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the F.O.P. Furthermore, the F.O.P. shall immediately advise all employees to return to work and to end such interference at once.

Section 5.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.1 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the Grievance Procedure contained herein.

Section 5.3. The Employer shall not lock out employees for the duration of this Agreement.

Section 5.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 6
PROBATIONARY PERIOD

Section 6.1. All full-time employees shall be required to successfully complete a probationary period of one (1) year, prior to their permanent appointment. The probationary period shall begin on the first day of completion and/or release from the field training program.

Section 6.2. Probationary employees may be removed during their initial probationary period. Removal during the probationary period is not appealable through the grievance procedure contained herein.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1. Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap or national origin.

Section 7.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3. The Employer and F.O.P. agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership or position in the F.O.P.

ARTICLE 8
LABOR/MANAGEMENT COMMITTEE

Section 8.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter, and on a mutually agreeable day and time, the Safety Director and Police Chief or their designees shall meet with not more than two (2) representatives of the F.O.P. to discuss issues of mutual labor/management interest. The F.O.P. may substitute an alternate at any committee meeting.

Section 8.2. Each party may furnish an agenda to the other party at least one (1) week in advance of scheduled meetings. The agenda, if provided by the F.O.P., shall include the names of the bargaining unit representative who will be attending. The purposes of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the F.O.P. of changes made by the Police Chief which affect the bargaining unit;

- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improvement of efficiency; and
- F. To consider and discuss health and safety matters relating to employees.
- G. All other matters agreed to between the F.O.P. and the Employer may be added to another topic which will be discussed at the labor/management meeting.

Section 8.3. 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 as is practical.

Section 8.4. The labor/management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the departmental level, or have been previously addressed at the departmental level without any solution.

Section 8.5. There shall be a time limit not to exceed three (3) hours for said meetings. The parties may, by mutual consent, continue past the time limits established herein.

Section 8.6. In the event a designee of the Police Chief or Safety Director is the subject of the labor/management committee meeting, only the Police Chief or Safety Director will be present at such meeting, provided, however, F.O.P. advises the Chief or Safety Director of the nature of the discussion.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. 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. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Section 9.2. All grievances must be processed at the proper step in the progression in order to be considered at the next step. 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 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. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 9.3. All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed with immediate supervisor;
- D. Date grievance is being filed in writing;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of the Agreement violated;
- I. Resolution requested.

Section 9.4. Wherever used in this procedure, unless otherwise specified, “days” shall mean calendar days, excluding Saturdays, Sundays or Holidays, as provided for in this Agreement.

Section 9.5. A grievance, under this procedure, may be brought 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 (1) member of the bargaining unit in a similar manner, all affected members shall sign the grievance but only one (1) member selected by such group will process the grievance.

Section 9.6. The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the employee knew or should have known of the error or omission.

Section 9.7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step above that from which it originated.

Section 9.8. The time limitations provided in the Article may be extended by mutual written agreement between the Employer and the F.O.P.

Section 9.9. Every responsible effort shall be made by the F.O.P. to resolve grievances at the earliest step possible. Therefore, the following procedure shall be followed.

STEP 1 - IMMEDIATE SUPERVISOR: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance, in writing, within five (5) days of the occurrence of the facts giving rise to the grievance. The

immediate supervisor will schedule an informal meeting with the employee and his steward, if the employee requests such presence, within five (5) days of the date of the notice by the employee. The immediate supervisor and the employee, along with the employee's steward, if a steward has been requested by the employee, will discuss the issue in dispute with the objective of resolving the matter informally.

STEP 2 - POLICE CHIEF: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the immediate supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting, if the immediate supervisor fails to give the employee an answer. The Chief shall meet with the aggrieved party within seven (7) days of receiving the grievance. The Chief shall give his answers in writing, within five (5) days of the meeting to the aggrieved party, with a copy to the employee's representative.

STEP 3 - MAYOR: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with appeal. The Mayor or his designee shall commence a hearing within ten (10) days of the receipt of the appeal. The hearing shall be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy of the employee's representative, within fifteen (15) days from the date of the hearing.

STEP 4 - ARBITRATION: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within fourteen (14) days following the date the grievance was answered in Step 3. In the event arbitration is not requested within the time limit prescribed, the grievance shall be considered resolved, based upon the Step 3 reply.

Section 9.10. The parties will attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 9.11. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of specific articles or sections of this Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein.

Section 9.12. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date of incident.

Section 9.13. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

Section 9.14. The decision of the arbitrator shall be final and binding upon the Employer, the employee, and the Union. Any cost involved in obtaining the initial list of arbitrators shall be shared equally between the Employer and the Union. All costs directly related to the services of the arbitrator shall be shared equally between the Employer and the Union. Expenses of the witnesses shall be borne by the party calling the witness. 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 court reporter's recording or request a copy of any transcript.

Section 9.15. Any employee or City official requested to appear at a hearing before the Mayor or before the arbitrator by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the mayoral or arbitrator's hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance exceed five (5), excluding the grievant(s) and the representative of the Association.

Grievants shall lose no straight-time earnings while in attendance at grievance meetings with management representative or at arbitration hearings.

Section 9.16. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance procedure and arbitration procedure contained herein.

ARTICLE 10

CORRECTIVE ACTION

Section 10.1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 10.2.

- A. Discipline will be applied in a corrective, progressive and uniform manner.

- B. 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.
- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The affected employee(s) may elect to have a representative of the F.O.P. present at any such pre-disciplinary conference. The pre-disciplinary conference procedure shall be conducted with the following rules:
 - 1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time and location of the hearing. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.
 - 2. The hearing shall be conducted before an administrator, selected by the Employer, other than the administrator initiating the charge.
 - 3. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the Employer.

Section 10.3. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order through the grievance procedure within five (5) working days of receipt of the decision.

Section 10.4. Prior to the scheduled time of the conference, the employee may waive his/her right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives his/her right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 10.5. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 10.6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and written reprimand	12 months
Suspensions of less than 3 days	18 months
Suspensions of 3 days or more	24 months

ARTICLE 11
F. O. P. ACTIVITY

Section 11.1. The Employer agrees to admit one (1) non-employee F.O.P. Staff Representative to the Employer's facilities during the Employer's normal business hours, Monday through Friday.

The Staff Representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours' advance notice is given to the Employer. Upon arrival, the F.O.P. Staff Representative shall identify himself to the Employer or the Employer's designated representative.

Section 11.2. The F.O.P. shall submit, in writing, the names of employees in the F.O.P. who act as F.O.P. stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the Local F.O.P.

Section 11.3. The F.O.P. shall provide to the Employer an official roster of its officers and stewards which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor
5. F. O. P. office held

No employee shall be recognized by the Employer as an F.O.P. representative until the F.O.P. has presented the Employer with written certification of that person's selection.

Section 11.4. The writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 11.5. Rules governing the activity of F.O.P. representatives are as follows:

- A. The F.O.P. agrees that no official of the F.O.P., employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The F.O.P. further agrees not to conduct F.O.P. business during working hours except to the extent specifically authorized herein.
- B. The F.O.P. shall not conduct F.O.P. activities in any work areas without notifying the supervisor in charge of that area of the nature of the F.O.P. activity.
- C. F.O.P. activity may be permitted as long as the F.O.P. activity is not disruptive to the operations of the department, as determined by the Police Chief or his

designee. When determined that such activity should cease, the F.O.P. employee official shall cease activities immediately upon the request of the supervisor of the area where the F.O.P. activity is being conducted or upon the request of the employee's immediate supervisor.

Section 11.6. The F.O.P. shall submit to the Police Chief or his designee any and all requests to use City property to conduct F.O.P. business. All requests must be in writing and submitted in advance of the scheduled meeting.

Section 11.7. An F.O.P. employee abusing the rules of this Article is subject to disciplinary action.

Section 11.8. Two (2) members of the negotiating committee or two (2) members of the grievance committee shall be allowed time off with pay for meetings which shall be set by the City and the F.O.P. The total amount of time off with pay for said meetings shall not exceed twenty (20) hours per calendar year for each of the F.O.P. members.

Section 11.9. An employee must request in writing thirty (30) days in advance and receive approval from the Police Chief for time off to attend State or National F.O.P. conferences.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1. Order of Layoff. Whenever it becomes necessary to lay off employees within the Police Department, those persons who have been appointed last shall be first to be laid off from the Department.

Section 12.2. Layoff List Required. A layoff list shall be established by the Secretary of the Civil Service Commission whenever anyone is laid off from the classified service. The last person laid off shall be the name at the top of the list for the Police Department.

Section 12.3. Reappointment When Layoff Condition is Removed. When the conditions necessitating the layoff have been removed, a position shall be filled from the layoff list. The name placed on the list last shall be the first one used to fill the reappointment.

Section 12.4. Duration of Layoff Lists. An employee who was laid off under those rules shall be entitled to reappointment as provided for two (2) years from the effective date of layoff.

Section 12.5. Notification of Reappointment. No new employees shall be hired until all laid off employees have been given thirty (30) days' written notice to return to work. They shall be notified by certified mail, return receipt requested, to their last known address. Persons on the layoff list shall be notified whenever there is a change of position on the list, or removal.

ARTICLE 13
SENIORITY

Section 13.1. Definition of Seniority. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time service since his last date of hire within each job classification or rank. Seniority shall be determined between two employees by the highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the job classification or rank.

Section 13.2. Determination of Seniority for Same Day Hires. Seniority shall be computed from the date of appointment. If more than one person is hired on the same date, then that person occupying the highest position on the Civil Service appointment list shall receive seniority preference.

Section 13.3. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

1. quits; or
2. is discharged for just cause; or
3. is absent for three (3) consecutive working days without notifying the City, or without good cause; or
4. is laid off and fails to report for work within thirty (30) working days after having been recalled; or
5. does not report for work within three (3) days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the City; or
6. is laid off for a period in excess of two (2) years; or
7. retires or is retired.

Section 13.4. Seniority Roster. The City shall maintain and keep current a seniority roster noting date of hire, current rate of pay, current position by job title and/or classification. The seniority roster shall be made available to the F.O.P. representative at all times.

ARTICLE 14
PROMOTIONS

Section 14.1. An advancement in rank or an increase in salary beyond the limit prescribed for the grade shall constitute a promotion.

Section 14.2. Vacancies in the Classified Civil Service shall be filled by promotion whenever possible and practical. Certification shall be for the three officers scoring highest on the examination.

Section 14.3. When an examination for promotion has been completed, the Civil Service Commission shall, in a timely manner, certify to the appointing authority the names of the three employees standing highest on the eligibility list. The appointing authority shall, within thirty (30) days after certification, appoint one of the three employees.

ARTICLE 15
SALARY SCHEDULE

Section 15.1. The following salary schedule shall be applied to all members of the bargaining unit covered by this Agreement:

	CURRENT (2019) Salary	Effective January 1, 2020 2.0%	Effective January 1, 2021 1.5%
Lieutenant	96,657	98,591	100,070
Sergeant	86,301	88,028	89,348
Patrolman 1st Class	77,055	78,596	79,775
Patrolman 2nd Class	71,128	72,551	73,639
Patrolman Probationary	58,935	60,114	61,016

Section 15.2. The City will pay each member of the bargaining unit a signing bonus of \$1,500 within thirty (30) calendar days following the final execution of this Agreement. There shall be a wage differential between the ranks of Patrolman First Class and Sergeant, and between Sergeant and Lieutenant, of twelve percent (12%).

Section 15.3. Additional compensation will be paid for the following special assignments:

Detectives	\$100.00/month
Range Officer	\$40.00/month
Juvenile Diversion Officer:	\$25.00/month
Field Training Officer (FTO)	\$50.00/month
DARE Officer	\$40.00 per month when actively conducting the program.

When the City, in its sole and exclusive discretion, assigns an employee to K-9 duties, the City will compensate that employee five (5) hours of overtime every two-week pay period. The parties expressly understand that this additional compensation satisfies the requirements of the Fair Labor Standards Act and is to appropriately compensate the employee for the care, training, wellbeing, feeding, grooming, and all other needs of the K-9 and the requirements of the K-9 officer position. There will be no additional compensation for the K-9 assignment other than what is specified in this Section.

Section 15.4. Each patrolman assigned to act as a Shift Officer shall be awarded two (2) hours of accumulated time for each such shift he works in such capacity. When an officer is designated Acting Chief, the officer will receive two (2) hours of accumulated time for each day the officer is so designated. Whether to designate an Acting Chief is in the sole discretion of the Chief.

Section 15.5. Subject to the approval of the Internal Revenue Service, the regular pay of each employee shall be determined by first deducting the employee's pension and disability portion from the gross pay of the employee prior to the calculation of payroll taxes. The amount deducted for the employee portion of the pension contribution shall be paid by the City to the Police and Firemen's Pension Fund for the individual employee's benefit.

Section 15.6. Any employee who attends an accredited college and who receives a grade of "C" or better in police-related course(s) or courses of study shall be eligible to receive tuition reimbursement, provided that the employee receives permission from the Chief to take the course(s), which permission shall not be unreasonably withheld.

Section 15.7. Proficiency Allowance. The City shall provide a proficiency allowance for members of the bargaining unit as follows:

- a. A "proficiency allowance" payment of \$1,750 was previously created through collective bargaining and has been rolled into each covered employee's base hourly rate of pay and will not be paid separately.

- b. Employees may receive an additional annual allowance of \$500.00 by achieving the 50th percentile, and an additional \$250.00 by achieving the 60th percentile, in the Cooper Fitness Protocol, specifically, the “Single Standard General Population Norms.” Such test shall consist of the following six (6) events:

1.5 mile run	Sit and Reach
Push-ups	Leg Press
Sit-ups	Bench Press

The highest score on five (5) events will be used to compile an average final score. The physical test may be given twice (2x) per year with a minimum of three (3) events offered.

- c. Payment of the allowance for passing the criteria in paragraph (b) above shall be made in the first pay period in October of each year.

ARTICLE 16

HOLIDAYS

Section 16.1. Each member of the bargaining unit shall receive the following eleven (11) paid holidays:

- | | |
|--------------------------------|-------------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Martin Luther King, Jr. Day | 8. Christmas Eve Day |
| 3. Good Friday | 9. Christmas Day |
| 4. Memorial Day | 10. New Year's Eve |
| 5. Independence Day | 11. Employee's Birthday |
| 6. Labor Day | |

Section 16.2. Eleven (11) holidays in lieu of time off shall be paid to qualified employees on the last pay date in November. The amount paid will be prorated on the same basis as the overtime pay. Members working a twelve (12)-hour shift will receive payment for eleven (11), twelve (12)-hour holidays (132 hours). Members working an eight (8)-hour shift will receive payment for eleven (11), eight (8)-hour holidays (88 hours). Effective January 1, 2021, employees may use all or a portion of their accumulated holiday hours as time off with pay, subject to the requirements contained herein. In such circumstance, the holiday time used will be deducted from the employee’s accumulated holiday time bank and that time used will not be paid when accumulated holiday hours are paid to employees the last pay date in November. However, any usage of accumulated holiday time as time off may not cause the City to pay or contribute to the City having to pay overtime to any employee. The decision to approve or disapprove the use of accumulated holiday time as time off is at the Police Chief’s sole and exclusive discretion.

- A. Effective January 1, 2021, any employee who is both required to work on a holiday and actually works on that holiday shall receive time and one half pay for all hours worked on

the holiday. For the purpose of the time and one half holiday pay contemplated in this Section, those holidays shall include New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve. These holidays are observed on the actual date of the holiday, not on an "observed holiday date" which may fall before or after the actual holiday. A holiday commences at the start of the first shift on the actual holiday and extends twenty four (24) consecutive hours. Hours before and after this twenty four (24) consecutive hour period are not holiday time.

Section 16.3 Each member of the bargaining unit shall receive two (2) additional personal days. Members working a twelve (12)-hour shift shall receive two (2) twelve (12)-hour personal days and members working an eight (8)-hour shift shall receive two (2), eight (8)-hour personal days. Such days shall not be considered a "holiday" and shall not be subject to the rules and regulations of regular holidays. The personal days may be taken on an as-needed basis with prior approval of the Chief and/or his designee. This day must be used by December 15th and cannot be cashed out. Employees required to work overtime on the above-stated eleven (11) holidays shall be paid at two (2) times their regular hourly rate.

ARTICLE 17

SICK LEAVE

Section 17.1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each 80 hours of service in active pay status, including vacation, holidays and sick leave, but not during a leave of absence or layoff to a limit of 120 hours per year. Unused sick leave shall accumulate without limit.

Section 17.2. Retention of Sick Leave. An employee who transfers from another public agency to the City of Richmond Heights, who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the City of Richmond Heights, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his reemployment with the City of Richmond Heights, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 17.3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave without pay or may take unused vacation in accordance with the appropriate section of this Agreement.

Section 17.4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

Section 17.5. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury to the employee;
2. Illness or injury of a member of the employee's immediate family where it is necessary for the employee to be absent from work;
3. Medical, dental or optical examination or treatment of the employee which cannot be scheduled during non-work hours;
4. If a member of the immediate family residing with the employee is infected with a contagious disease and, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. Pregnancy and/or childbirth and other conditions related thereto.

Section 17.6. For the purpose of this Article, immediate family is defined to include the following:

1. Spouse
2. Child
3. Parents
4. Brothers
5. Sisters
6. Grandparents
7. Parents-in-law
8. Live in partner

Section 17.7. Evidence Required for Sick Leave Usage. The Employer may require an employee to furnish a written statement, signed by the employee, explaining the nature of the illness.

Section 17.8. Notification by Employee. When an employee is unable to work, he/she will attempt to notify the immediate supervisor or other designated person, no later than one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 17.9. Physician Statement. The employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform the employee's duties for absences of four or more consecutive workdays due to illness. Whenever the Employer finds abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of such leave.

Section 17.10. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to

determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 17.11. Upon retirement or separation from employment after fifteen (15) years of service, each full-time employee or the estate of the employee, shall be entitled to receive credit and payment for one-third (1/3) of the employee's accrued unused sick leave. Such payment will be made in cash equal to the hourly rate of pay at time of retirement, multiplied by one-third (1/3) the total number of sick leave hours the employee accrued. The maximum number of hours qualifying for such payment shall not exceed 960 hours. Payment shall be at the employee's rate of pay at retirement.

Section 17.12. In the event of serious illness or death in the immediate family, sick leave may be used in the manner set forth in Article 18, Funeral Leave.

Section 17.13. Any employee who has not used any sick leave during a calendar quarter, beginning January 1st of each year, shall be given the equivalent of one (1) eight (8) hour day for that quarter which can be paid or added to the employee's compensatory time bank.

Section 17.14. The City shall provide limited duty for an injured bargaining unit member provided there exists a departmental need and there is sufficient limited duty work available.

Section 17.15. A member who reports himself absent from his assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of his absence, nor may he return to such outside employment until he returns to work or received permission from the Chief. The Chief shall take such steps as necessary to prevent the improper taking of sick leave.

ARTICLE 18

FUNERAL LEAVE

Section 18.1. All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee(s) shall be entitled to a maximum of three (3) consecutive days off for each death in the immediate family, which days shall not be deducted from his sick leave credits. For the purposes of this Article, "immediate family" shall be defined as only including the employee's spouse, children, parents, parents-in-law, brothers, sisters, grandparents, brothers-in-law, sisters-in law, and live-in partner.

Section 18.2. In the event the death occurs during the employee's workday, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's leave credits.

Section 18.3. In the event the death of other relatives in the employee's immediate family, the Mayor may, within the above limitations, allow such time off as he deems necessary depending on the circumstances of each situation.

Section 18.4. The use of this leave is a privilege which must be specifically requested through the Police Chief and granted by the Mayor and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor.

Section 18.5. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his accrued vacation or sick leave credits for such additional time.

ARTICLE 19

ON-DUTY INJURY LEAVE

Section 19.1. All regular full-time employees of the Police Department injured and incapacitated in the actual discharge of their duty who, as a result thereof, are compelled to be absent from duty, shall be entitled to leave of absence with pay subject to the following conditions:

A. **Eligibility**

Each Police Officer shall, in addition to the benefit provided by the State of Ohio through “Workers’ Compensation,” be entitled to receive an Injury-on-Duty Benefit provided by the City.

An Occupational Injury Benefit of up to four hundred eighty (480) hours with pay may, with the approval of the Director of Department of Public Safety (hereinafter referred to as the Director of Safety), be granted as a result of an injury on duty incurred in the line of duty, except that an Injury-on-Duty Benefit from the City will not be available for injuries incurred during those times when the Police Officer is actually engaged in clerical duties at the Police Station facility, when a Police Officer is on a meal or rest period or when the Police Officer is engaged in any personal business.

B. **Period of Absence**

1. Absence from duty with pay resulting from injuries received in the actual discharge of an employee's duties shall not exceed four hundred eighty (480) hours from the date the employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Mayor after his review of the investigation and written report.
2. Employees requiring further medical treatment, after returning to duty from the same injury or the treatment thereof, for which such leave was granted, may apply to the Mayor for the use of any unliquidated portion of the previously granted injured-on-duty leave. Further allowances may be granted only for surgical, therapeutic or rehabilitation procedures and only when such treatment cannot be obtained during non-duty hours.

3. The total period of absence from duty with pay for injury received in the actual performance of duty shall not exceed four hundred eighty (480) hours unless extension is approved by the Mayor after his review of the investigation and written report.
4. No employee of the Police Department may receive injured-on-duty leave for any purpose after three (3) years from the date of the injury for which such leave was originally granted.

C. Employee Responsibility

1. The injured employee shall immediately report any injury received on duty to supervision. The report shall be filed during the tour of duty on the date the injury is received.
2. Thereafter within no less than three (3) day of the injury, the injured employee shall report the injury to the Police Chief and shall timely complete all forms designated by the rules and regulations pertaining to injuries received during the actual performance of duty.
3. Failure to report an injury on duty within the prescribed time periods shall render the employee ineligible for injured-on-duty leave.
4. The filing requirements, as above described, may be waived by the Safety Director when the injury received physically prevents the employee from filing or when circumstances surrounding the injury required a waiver in the interest of justice.
5. The employee shall cause a certified physician to file a written report with the Safety Director or submit to a medical examination conducted by a physician selected by a Safety Director authorizing the filing of a written report. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of any disability, the type of duty the employee may perform while under such disability and an estimate of the length of time necessary for recovery and return to duty.
6. The failure to authorize the above-described physician's report shall be sufficient cause to deny or terminate injured-on-duty leave.
7. The employee will not be entitled to the benefits of this provision if he refused to submit to a medical examination or the physician examining him reports that the injury does not prevent him from attending work.
8. Employee who falsifies an application for Injured-on-Duty Benefits provided by the City or a physician's report is subject to disciplinary action, including

dismissal. The Director of Safety shall, by rule, prescribe forms for the application and physician's report.

9. In order to qualify for Injured-on-Duty Benefits, an employee injured in the line of duty must first make application for State Workers' Compensation Benefits and be eligible to receive such benefits for any period that the City may subsidize earnings. Applications for City Occupational Injury Benefits approved by the Director of Safety will continue at the normal weekly earnings of a qualified applicant until such applicant receives Workers' Compensation Benefits on a regular basis. However, upon receipt of such benefits, the applicant will be compelled to reimburse the City the amount equal to the amount received from Workers' Compensation for any period that the City made whole the applicant's normal earnings.
10. The physician selected by the City shall report to the Director of Safety the results of the examination and whether or not the injury prevents the employee from attending work. The Director of Safety shall, by rule, provide for periodic medical examinations, by a physician he selects, of any employee who is using Occupational Injury Benefits provided by the City. The physician shall report to the Director of Safety the results of each examination, including a description of the progress made by the employee in recovering from the injury and whether or not the injury continues to prevent the employee from performing his or her normal duties or whether light duty work can be assigned.

D. City Prerogative

The City may require that an employee be examined by a certified physician chosen by the Safety Director.

The City may, based on the recommendations of either or both physicians, require the employee to report for duty not inconsistent or incompatible with the recommendations of either physician. A refusal of duty as above described will terminate the employee's eligibility for injured-on-duty leave.

The provisions herein determining eligibility for injured-on-duty leave in conjunction with the rules and regulations established by the Safety Director shall apply as standards for eligibility for injured-on-duty leave notwithstanding any rules, regulations, provisions or standards of the Ohio Bureau of Workers' Compensation or other agency to the contrary.

E. Special Conditions

1. An employee carried on injured-on duty leave status shall earn sick leave during the tenure of such status.
2. An employee carried on injured-on-duty leave status will be eligible for vacation

credits for the period the employee was carried on regular active duty status during the calendar year in which the employee was determined injured on duty and during the calendar year the employee returned to regular active duty status.

3. Injuries received during duty periods determined to have approximately occurred as a result of pre-existing chronic disease shall not be eligible for injured-on-duty leave.
4. Any compensation received by an employee from any source, including the Ohio Bureau of Workers' Compensation, that is reimbursement for wages for a period the employee was carried on Injured-on-Duty (IOD) status shall be paid over to the Treasury of the City. Before receiving any IOD pay, an employee shall enter into a written agreement with the City that such IOD pay will be repaid to the City upon the employee receiving reimbursement for wages from any source for the period the employee was carried on IOD status. Such agreement shall also provide that the employee abrogates whatever rights of recovery accrue to the City against any party for loss to the extent that payment is made to the employee by the City. Compensation received as settlement of a claim exclusive of lost wages shall become the property of claimant.

F. Dispute Settlement

All disputes concerning injured-on-duty leave status of an employee shall be referred to the Mayor for resolutions. The Mayor shall schedule and convene hearings and shall determine and resolve all questions after the presentation of evidence by either party.

Failure or refusal to present evidence by either party shall foreclose their right to present the evidence unless the requirement is waived by the Mayor.

The decision of the Mayor shall be final. Additional remedies provided by law shall not be abrogated by this provision.

ARTICLE 20

OVERTIME RATE/CALL-IN PAY

Section 20.1. Overtime shall be worked only in an emergency unless prior approval by the Director of Public Safety is obtained.

Section 20.2. Overtime pay for any scheduled duty shall be at time and one-half (1-1/2) the regular hourly rate based upon an eight (8) hour day work period for any work performed after eight (8) hours. Provided, that compensable time off may be granted to any employee in lieu of a cash payment for any hours worked in excess of eight (8) hours in any one day work period at the employee's request. Such allowable compensable time off shall not be applicable to special duty situations such as attendance at gun range, court appearances or other specific time

commitments required and authorized by the Chief of Police.

Section 20.3. Call-in Pay. If an employee is called in to work at a time when he/she is not scheduled to work, he/she shall receive no less than three (3) hours pay for such work.

Section 20.4. Compensable time off may be accumulated to not more than three hundred (300) hours by any employee during the balance of his or her employment and will be paid upon the retirement of the employee.

Accumulated compensable time may be submitted for pay or use prior to retirement provided that no more than eighty (80) hours of accumulated time may be submitted in any one pay period per employee.

The City will permit an employee to use accumulated time off on a specific day upon permission of the commanding officer on duty at the time said request is made based on department needs.

The rate of compensation applicable for payment shall be the pay rate of the employee in effect as of the dates when the accumulated time is submitted for pay.

ARTICLE 21

UNIFORM ALLOWANCE

Section 21.1. The uniform requirements of each member of the Division of Police, including detectives, shall be provided by the City. Upon the request of the Chief of Police and approved by the Director of Public Safety, each employee shall be provided a uniform allowance of \$1,100.00 per officer for each year of the contract. The City shall pay an additional \$325.00 per year to members of the SWAT team for the duration of the contract. The uniform allowance shall be paid to the employee in two (2) equal cash payments on the first pay period in January and on the first pay period in July of each year.

Section 21.2. Original issue of uniforms shall be provided by the City. Uniforms shall remain the property of the City of Richmond Heights until the employee has successfully completed his probationary period. If an employee separates from employment during his/her probationary period, the employee will pay the pro rata cost of that uniform based on months worked. For example, if an employee separates after six (6) months of a twelve (12) month probationary period, he/she is responsible for reimbursing the City for 50% of the cost of the uniform. Such reimbursement may be made through payroll deduction of remaining compensation or other means at the City's discretion.

Section 21.3. "Uniform" shall mean the official police uniform which is required as a condition of employment, including police-related equipment, uniforms and the maintenance of the same. This includes civilian clothing for any detective in the Department of Public Safety and the purchase of the same is hereby authorized.

Section 21.4. Original issue is only applicable to a probationary full-time officer in the first year

of service. This is the only exception to the maximum allowance per member per year of the Department of Public Safety.

ARTICLE 22

INSURANCE

Section 22.1. The City shall arrange and pay the entire cost of a \$50,000.00 life insurance policy for each member of the bargaining unit.

Section 22.2. The City shall be responsible to pay on behalf of employees, depending on their insurance plan status (family or single), up to either \$5,000 of the family deductible or up to \$2,500 of the single deductible through a Health Reimbursement Account (HRA). The City will establish a Health Reimbursement Account (HRA) which will be administered by a qualified third-party administrator selected and paid for by the City.

Effective the first pay period in January 2021, employees shall contribute 15% of the actual cost of their particular health insurance plan, including 15% of the actual cost of the dental and eye care plan through a pre-tax payroll deduction.

- A. Maintain current dental plan; and
- B. Maintain eye care plan.

Section 22.3. Possible Health Savings Account Plan For 2021. Through its annual health insurance renewal process, the Employer will use reasonable effort to find a Health Savings Account (HSA) plan that is comparable in terms of the Employer's costs to the 2020 plan. It may implement that plan for the period of January 1, 2021 to December 31, 2021, only, using the following employer funding contribution structure:

\$4,000 HSA contribution for employees on a family plan.

\$2,000 HSA contribution for employees on a single plan.

If the Employer offers an HSA Plan pursuant to this Section for 2021, then for 2021 only, the Employer will fund one half (1/2) of the applicable HSA Employer contribution in January of 2021. (i.e., \$2,000 for employees on a family plan and \$1,000 for employees on a single plan.) Thereafter, all subsequent HSA Employer contributions will be made pro rata on a monthly basis in the first two pay periods of the month.

If the Employer is not able to find an HSA that meets the parameters specified in this Section or does not offer an HSA, the Employer may select or maintain a plan in conformity with Section 22.2.

This Section (Section 22.3) is only effective for the period of calendar year 2021.

ARTICLE 23
LONGEVITY

Section 23.1. All employees shall receive a longevity payment in addition to their normal compensation, which shall become effective and payable the next month immediately following the employee's anniversary date of hire in accordance with the following schedule.

<u>Length of Service</u>	<u>Percentage Payment</u>
After 0-5 years	0%
After 5 years	2% of base pay
After 10 years	3% of base pay
After 15 years	4% of base pay
After 20 years	5% of base pay

ARTICLE 24
VACATIONS

Section 24.1. Each full-time Police Officer of the City of Richmond Heights, after continuous service of one (1) year, shall be entitled to the following vacation, excluding legal holidays with full pay:

<u>Years of Continuos Service</u>	<u>Vacation Time</u>
1-5	2 Calendar Weeks
6-25	Increase at the rate of 1 day for each additional year of continuous service to a maximum of 6 calendar weeks at 25 years

Section 24.2. Vacation time shall accrue to the employee upon each successive annual recurrence of the anniversary date of his appointment to City service which shall be the anniversary date for all vacation purposes. Vacations shall be taken by the employee during the year after which it has accrued and prior to the next recurrence of the anniversary date of his appointment, provided, that an employee may carry over or cash in a maximum of one-third (1/3) of his earned annual vacation which must be used within the quarter year immediately following his anniversary date for the year in which he was entitled to such vacation.

Section 24.3. All earned vacations shall be taken at such time as shall be approved by the Department Head or Mayor. During vacations, employees shall receive their current salary or

the proportionate amount thereof, if the Mayor or Department Head schedules such vacations into shorter periods for the convenience of the conduct of City business.

Section 24.4. All vacations shall be assigned based upon the date of the employee's sign-up for vacation. In situations where requests are submitted on the same date, vacations shall be assigned by seniority unless the submitting employees come to a mutually agreeable solution. Vacation requests cannot be made more than twelve (12) months in advance of the date desired for vacation time off.

Section 24.5. An employee's heirs will be eligible to receive the vacation pay that a deceased employee had accrued and unused and would have received.

Section 24.6. Any employee who resigns, is terminated, retires or is separated from employment by the Employer because of permanent reduction in force will receive full pay for unused and accrued vacation time.

ARTICLE 25

SHIFT EXCHANGE - COURT TIME

Section 25.1. Employees shall have the right to exchange shifts, with the Chief's permission, when the change does not interfere with the operation of the Police Department.

Section 25.2. Each employee shall be awarded four (4) hours accumulated time off for attending trial at the Common Pleas level and three (3) hours for attending trial at the Municipal Court level, unless such time is contiguous to regularly scheduled work hours, and three (3) hours accumulated time off for attending the firing range, if attendance is during off-duty hours. Thereafter, the employee shall be paid at the rate of time and one-half (1-1/2) the regular rate of hourly pay for the actual time of appearance.

ARTICLE 26

PERSONNEL FILES AND POLICY

Section 26.1. Understanding that in the Administration of the Police Department the Employer maintains individual personnel files, the employee may, and on at least an annual basis, be permitted to review his/her personnel file with at least a twenty-four (24) hours written request, Monday through Friday.

Section 26.2. Should an employee, upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 26.3. When an officer is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made by administrative officials to withhold publication of the officer's name and the extent of disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served upon the officer.

Section 26.4. Release of photographs or personal information about any officer in relation to inter-departmental matters shall not be provided to any news or related service without the prior consent of the subject officer.

ARTICLE 27

BULLETIN BOARD SPACE

Section 27.1. The Employer agrees to provide exclusive bulletin board space in the Police Department for use by the F.O.P.

Section 27.2. All F.O.P. notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by an F.O.P. official.

Section 27.3. F.O.P. notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. F.O.P. recreational and social affairs;
- B. Notice of F.O.P. meetings;
- C. F.O.P. appointments;
- D. Notice of F.O.P. elections;
- E. Results of F.O.P. elections;
- F. Reports of non-political standing committees and independent non-political standing committees and independent non-political arms of the F.O.P.; and
- G. Non-political publications, rulings or policies of the F.O.P.

Section 27.4. Upon the request of the Employer's designee, the F.O.P. shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 28

WORK RULES

Section 28.1. The F.O.P. recognizes that the Employer has the right to promulgate work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs. This function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or F.O.P. to process grievances as provided for by this Agreement.

Section 28.2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours' advance written notification will be given of the implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the representative of the F.O.P.

Section 28.3. The Parties incorporate the Drug Free Workplace Policy to this Agreement, attached hereto as Appendix A.

ARTICLE 29

APPLICATION

Section 29.1. The Employer agrees that the provisions of this Agreement, along with all work rules and other appropriate regulations, will be administered on a fair and non-discriminatory basis and that such rules or regulations shall not be inconsistent with this Agreement. This Agreement represents the entire agreement between the Employer and the F.O.P.

ARTICLE 30

OBLIGATION TO NEGOTIATE

Section 30.1. The Employer and the F.O.P. 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 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.

ARTICLE 31
LEGISLATIVE APPROVAL

Section 31.1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 32
PREVAILING RIGHTS

Section 32.1. All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain unchanged unless by mutual consent of both the City and the F.O.P.

ARTICLE 33
SEVERABILITY

Section 33.1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that (those) portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 33.2. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 33.3. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 34
SPECIAL PROVISION

Section 34.1. The City will maintain the (12)-hour shift as outlined in the 2009 Memorandum of Understanding (“MOU”) under the following terms and conditions:

- This Special Provision, Article 34, expires on December 31, 2018;
- This Special Provision, Article 34, cannot be extended past December 31, 2018, even if a contract extension is entered into by the Union and the City;

- The Chief may not remove the twelve (12)-hour schedule during the term of this Agreement unless a true Police emergency exists.
- Prior to any change in the twelve (12)-hour schedule, notice must be given to the Union immediately and a Labor Management meeting regarding the change must be held between the parties before any change can take place.
- The Chief will give the Union a forty-five (45)-day notice in advance of January 1, 2019, if the City will implement eight (8)-hour shifts beginning in 2019.
- January 1, 2019, the Union and City will revert to the full terms of the 2009 MOU.

ARTICLE 35

TERM OF AGREEMENT/NEGOTIATION PROCEDURE

Section 35.1. This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect until December 31, 2021, and thereafter from year to year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in O.R.C. Chapter 4117, *et seq.* If such notice is given, and provided that the Union maintains its status as the exclusive bargaining representative of the members of the bargaining unit, this Agreement shall remain in full force and effect as long as the parties are engaged in negotiations as provided in O.R.C. Chapter 4117, *et seq.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 15th day of December, 2020.

CITY OF RICHMOND HEIGHTS

FRATERNAL ORDER OF POLICE,
RICHMOND HEIGHTS DIVISION,
LODGE #57

By: [Signature]
12/28/2020

By: [Signature]

By: _____

By: _____

By: _____

By: _____

APPENDIX A
DRUG-FREE WORKPLACE POLICY
DIVISION OF POLICE

It is the City of Richmond Heights, Division of Police's policy to maintain a safe alcohol and drug-free workplace and promoting high standards of employee health. To achieve this, the Division of Police, considers the abuse of drugs or alcohol on the job to be an unsafe and counterproductive work practice. In accordance with the Drug-Free Workplace Act of 1988, the City of Richmond Heights, Division of Police's, hereby emphasizes and commits that it adopts this Drug-Free Workplace Policy, implementing the provisions contained herein.

DEFINITIONS.

City Premises — The term “City Premises” as used in these Program includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the City of Richmond Heights.

Prohibited Substances — Prohibited substances include illegal drugs, (including controlled substances, look-alike drugs and designer drugs) alcoholic beverages in the possession of or being used by an employee on the job.

Employee — Individuals who perform work for the Division of Police including, but not limited to, management, supervision, labor and clerical personnel.

Accident — See **Drug and/or Alcohol Test**, Paragraph 3 Post Accident.

Reasonable Suspicion — See **Drug Testing**, Paragraph 2.

Retest — Testing required in order to return to work after a positive drug test and proper procedural steps have been taken.

Re-Analyze — A challenge of a positive drug test.

Split Sample — A sample taken at the collection site separated into two samples consistent with approved methodologies of the Department of Health and Human Services.

Positive Drug Test — A test which exceeds the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services or one that is tampered with in any way (adulterated specimen).

Negative Drug Test — A test acceptable for employment or reinstatement following a leave.

Adulterated Specimen — A urine screening which has been tampered with to cover the true results.

Diluted Samples — A urine drug sample which appears to have been made thinner or less concentrated by adding a liquid.

Refusal to Submit — Refusal to submit to an alcohol or drug test means that an employee (1) fails to provide adequate breath for alcohol testing without a valid medical explanation; (2) fails to provide an adequate urine sample without a genuine inability to provide a specimen with a valid medical explanation; (3) fails to remain readily available for a post-accident test; or (4) engages in conduct that otherwise obstructs or unnecessarily delays the testing process.

Collection Facility/Site — Approved location where participants can provide a specimen for testing.

Substance Abuse and Mental Health Services Administration - SAMSHA

Gas Chromatography/Mass Spectrometry — GC/MS

Medical Review Officer — MRO

Under the Influence of a Prohibited Substance — “Under the influence of a prohibited substance” as used by this Program, mean the following:

- A. Alcohol — Blood alcohol level of as measured by blood or breath tests.
- B. Other Prohibited Substances — Positive results based on designated thresholds for urine split sample testing.

In order to ensure that the workplace is free from drugs and/or alcohol, the City of Richmond Heights, Division of Police makes the following statements of policy:

1. The City of Richmond Heights, Division of Police DFWP policy statements supplant, and do not detract from or otherwise modify any obligations imposed by local, state, or federal law.
2. The City of Richmond Heights, Division of Police prohibits the use, possession, sale, manufacture, dispensing or transportation of controlled substances (including inhalants containing controlled substances) while performing work for or on behalf of the City, in City vehicles or while on City property. Any employee reporting to work or working with unauthorized drugs or alcohol in his or her body or possession will be subject to disciplinary action up to and including discharge.
3. The City of Richmond Heights, Division of Police also prohibits certain items such as drug paraphernalia and/or literature promoting illegal drug or substance use from being brought on City property while the employee is working for the City or in City vehicles.
4. Illegal use of drugs, narcotics, or controlled substances off duty and off the City’s premises is not acceptable because it can affect on-the-job performance and the confidence of

citizens in the City's ability to meet its obligations and public service commitments; such use may result in disciplinary action up to and including discharge.

5. The illegal sale, manufacture, or distribution of narcotics, drugs, or controlled substances off duty and off the City's premises will result in disciplinary action up to and including discharge.

6. The use of prescription drugs to the extent that job performance or safety is compromised is prohibited. Discipline in this area will be determined on an individual basis. If an employee is unable to safely perform his or her job responsibilities or if the employee believes, or has otherwise been informed, that the use of prescription drugs may affect his or her ability to perform the job, the employee must notify the supervisor. A reasonable accommodation will be made to the extent necessary and possible. An employee's failure to properly report the use of prescribed substances may result in disciplinary action up to and including discharge.

7. Whether an employee is on or off duty, the City of Richmond Heights, Division of Police prohibits the unauthorized use of alcoholic beverages on the City's property or in City vehicles. Such use may result in disciplinary action up to and including discharge.

8. Any use of alcohol that adversely affects an employee's job performance is not acceptable and may result in disciplinary action up to and including discharge.

DRUG and/or ALCOHOL TESTING

To provide a means to deter and detect substance abuse and to ensure that employee are fit for duty, the City of Richmond Heights', Division of Police employees shall be required to submit to drug and/or alcohol testing under the following circumstances.

The City of Richmond Heights, Division of Police shall adopt the guidelines of the Department of Health and Human Services, DHHS, "Mandatory Guidelines for Federal Workplace Drug Testing Programs", and subsequent amendments hereto. These guidelines shall be administered by a third party administrator engaged on behalf of the City of Richmond Heights, Division of Police. The Third Party Administrator shall adopt procedures for the following: split specimen collection procedures, Chain-of-custody procedures, laboratory qualifications, testing methodologies, quality control procedures, and reporting requirements.

1. **Pre Employment Drug Testing** All applicants offered employment will be subject to a pre-employment drug test. The City of Richmond Heights, Division of Police will not employ the individual until the initial drug screen results are received. If the applicant offered conditional employment tests positive, he/she will not commence employment and will not be hired.

2. **Reasonable Suspicion Testing** Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of test findings. A reasonable suspicion test may occur when:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
- b. A pattern of abnormal conduct or erratic behavior;
- c. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
- d. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use;
- e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test;
- f. Observation of symptoms of drug and /or alcohol use, including but not limited to:
 - i. Low productivity
 - ii. Impaired decision making
 - iii. Increased accidents
 - iv. Absenteeism
 - v. Slurring of speech
 - vi. Odor of alcohol or marijuana
- g. An employee is involved in an accident or work related injury and there is reason to believe that the employee is intoxicated or under the influence of an illegal substance.

Reasonable suspicion testing does not require certainty, but mere “hunches” are not sufficient to justify testing. To prevent this, all manager/supervisors will be trained to recognize drug and alcohol related signs and symptoms. Testing may be for drugs or alcohol or both.

3. **Post Accident** Post accident testing will be conducted whenever an accident occurs, regardless of whether there is an injury. An accident is an unplanned, unexpected or unintended event that occurs on City property, during the conduct of business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting City business, or is within the scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident;
- b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;
- c. Vehicular damage in apparent excess of \$1,500.00; or
- d. Non-vehicular damage in apparent excess of \$1,000.00.

When such an accident results in one of the situations above, any employee who may

have contributed to the accident will be tested for drugs or alcohol use or both.

4. **Follow-up Testing after Return to Duty from Assessment or Treatment.**

This test occurs when an employee who has previously tested positive and the decision is made to retain the employee under a “last-chance” agreement. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to the discontinuation of employment. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests for as long as deemed necessary. Follow-up tests will be unannounced and may occur at any time for a time period that management considers reasonable. The intent is to deter any subsequent usage that would result in a violation of this Policy and termination of employment. Any employee with a second positive test result will be subject to disciplinary action up to and including discharge

ADMINISTRATION

1. The Police Chief will be the Drug-Free Workplace Program Administrator for Division of Police. It will be the DFWP Administrator’s responsibility to see that the DFWP is implemented, monitored and updated as needed. The DFWP Administrator will serve as the City’s liaison between and among the City, the employee and any third party. The DFWP Administrator is the primary recipient of the drug and alcohol test results. In the DFWP Administrator’s absence, results shall be provided to the Mayor.

2. The City of Richmond Heights, Division of Police shall submit to the Third Party Administrator a list of all employees to include full name, address, city, state, zip code, phone number, and a unique identification number, (Social Security numbers can be submitted provided the employee agrees to and signs a use of social security number authorization form). Additionally, each time the City of Richmond Heights, Division of Police desires to hire an employee, the Third Party Administrator shall be contacted for scheduling of alcohol and drug screen.

3. The City of Richmond Heights, Division of Police specifies that only laboratories approved by the Department of Health & Human Services (DHHS), shall be used to perform substance abuse testing.

4. The Third Party Administrator shall conduct testing consistent with the DHHS. Testing form shall be urinalysis EMIT Screen, also referred to as Drug Screen, plus a gas chromatography/mass spectrometry, (GC/MS), confirmatory test for a panel of five drugs, and breath alcohol test with confirmatory Evidentiary Breath Test (EBT) for alcohol.

5. A strict chain of custody will be adopted. Procedures established by DHHS, the US Department of Transportation, (DOT), and Federal Motor Carrier Safety Administration, (FMCSA) will be utilized.

6. The City of Richmond Heights, Division of Police has determined that the following drug/metabolite in urine shall not exceed these levels in non-federal testing:

DRUG	EMIT SCREEN (ng/ml)	GCMS CONFIRMATION (ng/ml)
Amphetamines	1000	500
Cannabinoids (Marijuana/THC)	50	15
Cocaine	300	150
Opiates	2,000	2,000
Phencyclidine (PCP)	25	25

Levels for other prohibited substances shall be in accord with accepted GC/MS quantitative procedures as recommended by the Federal Government Standards.

7. The City of Richmond Heights, Division of Police adopts a 0.04 Breath Alcohol Concentration as the level considered to be a verified positive test for alcohol. For the purposes of this policy, a result of 0.02 or higher, but less than 0.04 shall be considered a prohibited concentration of alcohol at the workplace. A positive test shall mean 0.04 or greater for alcohol.

SPECIMEN COLLECTION PROCEDURE

Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breathe alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

REVIEW OF TEST RESULTS

To ensure that every employee who is tested is treated fair and impartial manner, the City of Richmond Heights’s Third Party Administrator shall employ a Medical Review Officer (“MRO”). The MRO responsibilities include the following:

1. Receive Confirmed Positive Results from the Laboratory
2. Request, if necessary Quantitative Description of Test Results
3. Review and Interpret Positive Laboratory Results
4. Review and Interpret Questionable Laboratory Results (e.g. adulterated specimens, etc.)
5. Inform Tested Individual and Provide Test Results
6. Conduct a Medical Interview with the Tested Individual

7. Review the Individuals Medical History and/or any other Relevant Biomedical Factors
8. Provide the Tested Individual an Opportunity to Discuss the Test Results
9. Order a Re-Analysis of the Original Sample Specimen at a Certified Laboratory
10. Consult with Laboratory Officials
11. Do not Receive Urinalysis Results that DO NOT COMPLY with Mandatory Guidelines
12. Do not declare as Positive any Opiate-Positive Urine without Clinical Evidence”
13. Determine whether a Result is Scientifically Insufficient
14. Determine whether a Result is Consistent with Legal Drug use
15. Forward Results of Verified Positive Test to EAP and Management Officials Empowered to Recommend or take Administrative Action

EMPLOYEES’ RIGHTS WHEN THERE’S A POSITIVE TEST RESULT

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the City of Richmond Heights DFWP Administrator. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee.

If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee’s position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the City. An employee who tests positive may appeal the test through a re-test of the original specimen by another SAMSHA certified laboratory selected by the MRO at the employee’s expense.

REPORTING OF RESULTS

All test results will be reported to the MRO prior to the results being issued to the Division of Police. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The Division of Police DFWP Administrator will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services.

STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated The City of Richmond Heights officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated City officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment.

Any employee tested under this Policy has the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Administrator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The City will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off job duties and are subject to disciplinary action up to and including discharge.

TERMINATION NOTICES

In those cases where substance-testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

ARRESTS AND CONVICTIONS

1. Any employee arrested for a drug-related offense may be subject to disciplinary action up to and including discharge.
2. If an employee is convicted under a criminal drug statute of a violation, the employee must notify his/her supervisor no later than five days after the conviction. Failure to do so will result in disciplinary action up to and including discharge.
3. An employee convicted of any drug-related crime, whether the activity occurred on or off City property, will be subject to disciplinary action up to and including discharge.

EMPLOYEE REHABILITATION/EMPLOYEE ASSISTANCE

The City of Richmond Heights is committed to offering assistance and rehabilitation to employees with a substance problem. The City of Richmond Heights is supportive of employees taking action on their own behalf to address a substance problem. Depending on the circumstances of each particular situation, the City may offer a second chance to employees who are willing to do something about their problem.

If an employee seeks assistance *before* violating any Division of Police policy, the DFWP Administrator will meet with the employee and provide information of available employee-assistance services. It is important for the employee to come to an understanding regarding the extent of the problem, in order to correct the problem and be able to avoid usage in violation of the Division of Police Policy. If an employee is willing to actively engage in resolving the substance use problem, the City will refer the employee to providers for an assessment and treatment if necessary and work with the employee to help him/her retain his/her job. Under these circumstances, the employee will be entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment.

If an employee tests positive for drugs or alcohol, the employee may be subject to discipline up to and including discharge. The DFWP Administrator will meet with the employee and provide information of available employee-assistance services. Depending upon all of the circumstances, the City, at its discretion, may work with the employee to help him/her retain his/her job provided the employee is willing to actively engage in resolving the substance use problem. If the City decides to retain the employee and the employee is willing to actively engage in resolving the substance use problem, the City will refer the employee to providers for an assessment and treatment if necessary. Under these circumstances, the employee will be entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment. In the event the City decides to give the employee another chance, the employee will be i) required to sign a "last chance agreement" and ii) entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment.

If an employee is a repeat offender or is found to have committed a serious offense (i.e., manufactured, distributed or dispensed controlled substances on City property or while on City business) or tests positive while working giving rise to a potentially serious safety issue, the employee will generally be discharged immediately. The DFWP Administrator will meet with the employee and provide information of available employee-assistance services. The City may, at its discretion, retain the employee. If the employee is not terminated and the employee is willing to actively engage in resolving the substance use problem, the City will refer the employee to providers for an assessment and treatment if necessary and work with the employee to help him/her retain his/her job. In the event the City decides to give the employee another chance, the employee will be i) required to sign a "last chance agreement" and ii) entitled to a leave of absence provided the employee undergoes an assessment and successfully participates in any recommended treatment.

In all cases where the employee has violated the policy or where the employee has been given a leave of absence to seek an assessment and treatment for a substance abuse issue, the City will be informed whether the employee is attending sessions and/or otherwise actively participating in any recommended programs. An employee who has not been terminated and who participates in and completes, assessment and treatment to the satisfaction of the Substance Abuse Professional will be allowed to return to work, subject to signing a “second chance” or “last chance” agreement acknowledging that a second violation of this Policy may result in immediate termination of employment. The employee will be tested prior to being allowed to return to work and at various times afterward as outlined in the Positive Test Results section of this Policy.

This Drug and Alcohol Policy reflects the current views of the City of Richmond Heights and its management. However, the City of Richmond Heights, Division of Police reserves the right to modify, change, or update this policy as it may deem necessary or as required by law provided that adequate notice of such change is made to all employees. Below is a list of Local Employee Assistance programs employees may voluntarily contact for controlled substance and or alcohol counseling:

Oakview at Southwest General 1-440-816-8200	Concern EAP 1-216-663-3287
Windsor Laurelwood Behavioral Medicine 1-440-953-3000	University Hospitals Counseling Center 1-440-953-3000
Community Action Against Addiction 1-216-881-0765	Tri-County Employee Assistance 1-330-762-7908

TRAINING

Supervisor Training

Each supervisor and management representative under the employee of Division of Police shall participate in supervisor level drug free workplace training. The training shall at a minimum cover the identification of controlled substance abuse in the workplace, training, employee assistance programs, discipline, and discharge. Consistent with the Ohio BWC, DFWP, supervisors will be required to participate in an initial training followed by annual refresher training. Training for supervisors will be conducted under the direct supervision of an Occupational Safety and Health Professional authorized to teach under the guidelines of this program. Supervisor training is in addition to employee training.

Employee Training

Each employee, including supervisors, shall participate in the City of Richmond Heights sponsored employee drug free workplace training. This training, at a minimum, shall include a review of the Division of Police policy, substance abuse in the workplace and community

treatment programs. Consistent with the Ohio BWC, DFWP, employees will be required to participate in an initial training followed by annual refresher training. Training for non-supervisory employees will be conducted under the direct supervision of a Certified Professional Occupational Safety and Health Professional.



David H. Roche, Mayor
26789 Highland Road
Richmond Heights, Ohio 44143-1429
P: 216.486.2474 F: 216.383.6320
richmondheightsohio.org

Lucy DiNardo
Staff Representative
Fraternal Order of Police,
Ohio Labor Council, Inc.
2721 Manchester Road
Akron, Ohio 44319

RE: Calendar Year 2021 Health Insurance Assurance Letter

Ms. DiNardo,

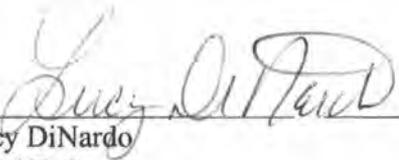
In accordance with our recent discussions, I am writing to provide the Fraternal Order of Police/Ohio Labor Council, Inc. the City's assurance that the health insurance deductibles with respect to the members of your bargaining units, only, will not increase above the current \$8,000 annual family plan deductible and the current \$4,000 annual single plan deductible prior to January 1, 2022.

Be advised that this assurance does not in any way alter the language contained in the collective bargaining agreement between the parties and does not extend beyond December 31, 2021. This assurance and this letter cease to have any force or effect whatsoever after December 31, 2021. This is a non-precedent-setting assurance and may not be cited for any purpose other than to enforce a deviation from the assurance contained in this letter.

By affixing your signature below on behalf of and as an authorized representative of the FOP/OLC and FOP Lodge 57, you and the union agree to the terms and understandings contained in this assurance letter.

Very truly yours,


David H. Roche
Mayor


Lucy DiNardo
FOP/OLC

, 2020

cc: R. Todd Hunt, Esq. – Law Director
James Teknipp – Finance Director