

A RESOLUTION HONORING AND RECOGNIZING POLICE DEPARTMENT AND FIRE DEPARTMENT PERSONNEL FOR THEIR SERVICE TO THE COMMUNITY DURING THE COVID-19 PANDEMIC, AUTHORIZING AND DIRECTING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE POLICE AND FIRE UNIONS REGARDING COVID-19 SERVICE PAY, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXTEND COVID-19 SERVICE PAY TO CERTAIN NON-UNION MEMEBERS OF THE POLICE AND FIRE DEPARTMENTS, AND DECLARING AN EMERGENCY

WHEREAS, the Coronavirus (“COVID-19”) is a respiratory illness that has led to a declaration of a public health emergency locally, state-wide, and nationally; and

WHEREAS, in order to mitigate the spread of COVID-19 and comply with the State of Ohio’s social distancing mandates, Mayor Wheeler issued a directive on March 16, 2020 closing Town Hall and requiring Village employees to work remotely from home; and

WHEREAS, Village employees who could not perform their jobs remotely were placed on paid administrative leave; and

WHEREAS, the Police Department and Fire Department (“Safety Forces”) were required to remain fully staffed and operational during the COVID-19 pandemic in order to continue to provide essential police, dispatch, fire, and emergency medical services during the pandemic; and

WHEREAS, by remaining fully staffed and operational during the COVID-19 pandemic, the Village’s Safety Forces faced unprecedented challenges to stay healthy and safe while serving the community; and

WHEREAS, this Council acknowledges and thanks the Village’s Safety Forces for their service to the community during the COVID-19 pandemic; and

WHEREAS, as an acknowledgment of their service to the community during the Covid-19 pandemic, full-time members of the Police and Fire Department covered by their respective collective bargaining agreements shall receive a one-time payment of \$750.00 to be designated as “COVID-19 Service Pay;”

WHEREAS, as an acknowledgment of their service to the community during the Covid-19 pandemic, part-time members of the Police Department covered by the police collective bargaining agreement shall receive a one-time payment of \$375.00 to be designated as “COVID-19 Service Pay;” and

WHEREAS, as an acknowledgment of their service to the community during the Covid-19 pandemic, part-time members of the Fire Department who are not covered by the fire collective

bargaining agreement shall receive a one-time payment of \$375.00 to be designated as “COVID-19 Service Pay;” and

WHEREAS, as an acknowledgment of their service to the community during the Covid-19 pandemic, the Chief of Police, Chief of Fire, Assistant Chief of Police, and Assistant Chief of Fire shall receive a one-time payment of \$750.00 to be designated as “COVID-19 Service Pay.”

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

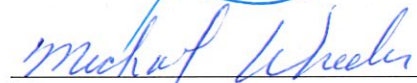
- SECTION 1. This Council honors and recognizes all Police Department and Fire Department personnel for their contributions and service to the Village and Village residents during the COVID-19 pandemic.
- SECTION 2. The Mayor and Finance Director are directed and authorized to enter to the Memorandum of Understanding with the Police Union substantially in accordance with the agreement attached hereto as Exhibit “A”, and incorporated herein by reference.
- SECTION 3. The Mayor and Finance Director are directed and authorized to enter to the Memorandum of Understanding with the Fire Union substantially in accordance with the agreement attached hereto as Exhibit “B”, and incorporated herein by reference.
- SECTION 4. The Mayor and Finance Director are directed and authorized to extend the one-time payment of \$375.00 of COVID-19 Service Pay to part-time employees performing emergency medical response, fire response, fire, and EMS services in the Village’s Fire Department.
- SECTION 5. The Mayor and Finance Director are directed and authorized to extend the one-time payment of \$750.00 of COVID-19 Service Pay to the Chief of Police, Chief of Fire, Assistant Chief of Police, and Assistant Chief.
- SECTION 6. This Ordinance shall not be construed as creating a term, condition, or benefit of employment beyond what is set forth in this Ordinance and the attached Memorandums of Understanding and that the payments authorized by this Ordinance and Memorandums of Understanding are done on a one-time basis only as appreciation for contributions and service by Police and Fire personnel during the COVID-19 pandemic.
- SECTION 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 8. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to provide the COVID-19 Service Pay in order to express the Village's gratitude towards its Safety Forces for service during the COVID-19 pandemic; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11-17-2020

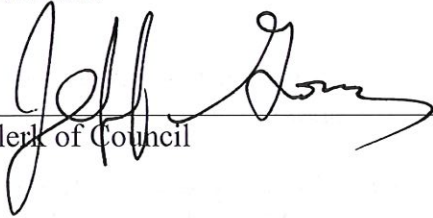


President of Council



Mayor

ATTEST:



Clerk of Council

Dated: 11/20/2020

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VILLAGE OF RICHFIELD, OHIO
AND
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., LODGE 66**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2020 between the Village of Richfield, Ohio (“Village”) and the Fraternal Order of Police, Ohio Labor Council, Inc., Lodge 66 (“Union”) (collectively “Parties”).

RECITALS

WHEREAS, the Union is the exclusive bargaining agent for full-time and part-time police officers, dispatchers, and Animal Warden (collectively “Police Union Employees”) employed by the Village in the Village’s Police Department; and

WHEREAS, the terms and conditions of employment for full-time and part-time police officers, dispatchers, and Animal Warden are governed by a Collective Bargaining Agreement (“CBA”) covering a period ending December 31, 2020; and

WHEREAS, the Coronavirus (“COVID-19”) is a respiratory illness that has led to a declaration of a public health emergency locally, state-wide, and nationally; and

WHEREAS, in order to mitigate the spread of COVID-19 and comply with the State of Ohio’s social distancing mandates, Mayor Wheeler issued an Order on March 16, 2020 closing Town Hall and requiring Village employees to work remotely from home; and

WHEREAS, Village employees who could not work remotely from home because of the nature of their respective positions were placed on paid administrative leave; and

WHEREAS, the Village’s Police Department was required to remain fully staffed and operational during the COVID-19 pandemic in order to continue to provide essential police services to the community; and

WHEREAS, by remaining fully staffed and operational during the COVID-19 pandemic, Police Union Employees faced unprecedented challenges to remain safe and healthy while serving the community; and

WHEREAS, the Village desires to acknowledge and express gratitude to the Police Union Employees for their service during the COVID-19 pandemic; and

WHEREAS, the Village and Union agree that Police Union Employees, shall receive a one-time payment for their COVID-19 service in accordance with the provisions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and accurate and are incorporated herein by reference.
2. Police Union Employees covered by the CBA shall be entitled to a one-time payment to be designated as "COVID-19 Service Pay" as follows:
 - a. Full-time Police Union Employees - \$750.00
 - b. Part-time Police Union Employees - \$375.00
4. The COVID-19 Service Pay set forth in Section 2 of the MOU shall be included in the next regular pay period immediately following the ratification of this MOU, which shall be subject to taxes and withholdings as required by law.
5. This MOU does not and shall not be construed as modifying the CBA.
6. The Parties have had the opportunity to consult with legal counsel prior to executing this MOU.
7. This MOU represents the Parties' entire agreement with regards to this subject matter, and that the MOU cannot be amended or modified without the express written consent of the Parties.

FOR THE VILLAGE OF RICHFIELD

FOR THE UNION

Michael Wheeler 11/20/2020
Michael Wheeler Date
Mayor

Name Date
Its: _____

Sandy Turk Date
Finance Director

Name Date
Its: _____

Approved as to Form

Alejandro V. Cortes Date
Director of Law

EXHIBIT B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VILLAGE OF RICHFIELD
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 4410**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2020 between the Village of Richfield, Ohio (“Village”) and the International Association of Firefighters, Local 4410 (“Union”) (collectively “Parties”).

RECITALS

WHEREAS, the Union is the exclusive bargaining agent for full-time fire/medics and full-time fire/medics holding the rank above fire/medic and all other full-time employees performing emergency medical response, fire response, fire, and EMS services (collectively “Fire Union Employees”) employed by the Village in the Village’s Fire Department; and

WHEREAS, the terms and conditions of employment for the Fire Union Employees are governed by a Collective Bargaining Agreement (“CBA”) covering a period beginning January 1, 2018 and ending December 31, 2020; and

WHEREAS, the Coronavirus (“COVID-19”) is a respiratory illness that has led to a declaration of a public health emergency locally, state-wide, and nationally; and

WHEREAS, in order to mitigate the spread of COVID-19 and comply with the State of Ohio’s social distancing mandates, Mayor Wheeler issued a directive on March 16, 2020 closing Town Hall and requiring Village employees to work remotely from home; and

WHEREAS, Village employees who could not work remotely from home because of the nature of their respective positions were placed on paid administrative leave; and

WHEREAS, the Village’s Fire Department was required to remain fully staffed and operational during the COVID-19 pandemic in order to continue to provide essential fire and emergency medical services to the community; and

WHEREAS, by remaining fully staffed and operational during the COVID-19 pandemic, Fire Union Employees faced unprecedented challenges to remain safe and healthy while serving the community; and

WHEREAS, the Village desires to acknowledge and express gratitude to the Fire Union Employees for their service during the COVID-19 pandemic; and

WHEREAS, the Village and Union agree that Fire Union Employees, shall receive a one-time payment for their COVID-19 service in accordance with the provisions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and accurate and are incorporated herein by reference.
2. Full-time Fire Union Employees shall be entitled to a one-time payment of \$750.00, which shall be designated as "COVID-19 Service Pay."
4. The COVID-19 Service Pay set forth in Section 2 of the MOU shall be included in the next regular pay period immediately following the ratification of this MOU, which shall be subject to taxes and withholdings as required by law.
5. This MOU does not and shall not be construed as modifying the CBA.
6. The Parties have had the opportunity to consult with legal counsel prior to executing this MOU.
7. This MOU represents the Parties' entire agreement with regards to this subject matter, and that the MOU cannot be amended or modified without the express written consent of the Parties.

FOR THE VILLAGE OF RICHFIELD

FOR THE UNION

Michael Wheeler 11/20/2020
Michael Wheeler Date
Mayor

Name Date

Its: _____

Sandy Turk Date
Finance Director

Name Date

Its: _____

Approved as to Form

Alejandro V. Cortes Date
Director of Law

