

05-07-15  
13-CON-06-1409  
1409-06  
K31463

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**  
**AND THE**  
**CITY OF LORAIN CORRECTIONS / JAIL DIVISION**  
**CORRECTION OFFICER UNIT**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Lorain ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union").

Whereas the parties have previously entered into a collective bargaining agreement dated January 1, 2014 through December 31, 2016, hereinafter referred to as the "Agreement", the parties now wish to enter into a "MOU" relating to Vacation time in compliance with Article 20, sections 20.01, 20.02, 20.03 and 20.04 to insure the scheduling, distribution, and use of vacation time. Holidays, Article 21 section 21.3 only shall be updated with language to correct a typographical error updating one hundred twelve from one hundred four.

Now, therefore, the parties agree that in addition to the Article 20, sections 20.01, 20.02, 20.03, and 20.04 shall now read as follows:

**ARTICLE 20**  
**VACATIONS**

Section 20.1 Full-time employees who have completed one (1) full year of continuous service with the Police Department shall be entitled to vacation with pay. An employee's length of continuous service for the purpose of this Article shall be determined by the employee's original hire date, less any time off the payroll of the Employer. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

<b>LENGTH OF SERVICE</b>	<b>VACATION HOURS</b>
1 Year but less than 7 Years	80 Hours
7 Years but less than 14 Years	120 Hours
14 Years but less than 25 Years	160 Hours
25 Years of more	200 Hours

The vacation hours for the current year shall be credited to the corrections officer's annual payroll vacation account (AVAC) by the second pay period in January. If an officer changes vacation level during the year, the yearly vacation hours will be prorated based on the new step and the officer's anniversary date (seniority date).

Newly hired employees of the Police Department shall have their first year vacation hours credited to their annual payroll vacation account (AVAC) on the first anniversary of their employment. They will also receive a prorated number of hours for their second year of employment – these hours will be credited to their payroll account (VAC) – for example, an employee hired on July 1, 2007 will have on July 7, 2008, 80 hours credited to the AVAC vacation account and 40 hours credited to the VAC vacation account – starting in January 2009

thereafter, the vacation credits will be added to the AVAC vacation account the first pay in January.

Section 20.2 The Chief of Police shall have jurisdiction over the scheduling of vacation and shall have, in time of emergency, authority and suspend, postpone or cancel vacation days, however no time shall be unreasonably denied. Unreasonable denial will include denial simply because overtime is created.

Any unused vacation remaining in the employee's AVAC account during the calendar year shall be credited or moved to the employees VAC account.

Section 20.3 Employees shall be allowed to accumulate up to three (3) years of vacation leave in their VAC account.

Beginning in 2008, any hours in the VAC account in excess of three (3) years shall be paid to the employee in the first pay period of April in the next succeeding year at the prior year's rate of pay.

In the time of emergency, the Chief of Police may postpone annual vacation days. Emergency, as used in this section, is defined as a situation whereby the absence of the officer would have an adverse effect upon the health and safety of the citizens of Lorain. Any unused annual vacation during the calendar year shall be permitted to be carried over to the next succeeding year for a period of six months. After six months, any unused prior year vacation will be automatically paid to the officer.

Section 20.4 Pay for vacation time. Upon separation from service, employees shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave in their VAC payroll account to his or her credit at the time of separation up to a maximum accrual period of three (3) years.

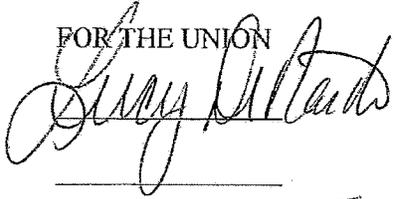
Upon separation from service, employees shall be entitled to pay for any accrued but unused vacation time in their annual vacation payroll account (AVAC). Separation pay for this AVAC account will be prorated from January 1<sup>st</sup> of the year to the date of separation (the vacation credits in this account are for the current year, thus, if an employee separates, the vacation will be prorated). If you have used all of your vacation time but depart before the end of the year you will owe a prorated amount of the vacation used to the City of Lorain or it will be deducted from your separation pay.

## **ARTICLE 21 HOLIDAYS**

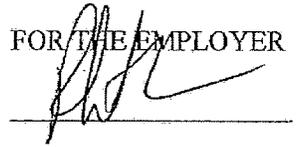
Section 21.3 In lieu of said holidays in Section 21.1 and Section 21.2 above, employees shall be credited with leveling-off time in the amount of one hundred twelve (112) hours, which time off shall be given at the discretion of the Police Chief; provided, however, employees shall have eleven

(11) days [eighty (88) hours] of holiday time credited to them on January 1 of each year. Any employee who quits, is discharged or is suspended for thirty (30) days or more shall have their holiday time prorated.

FOR THE UNION



FOR THE EMPLOYER



Date: 5-1-15