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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

AND

THE CITY OF LORAIN

(Full Time Corrections Officers)

**EFFECTIVE: January 1, 2014
EXPIRES: December 31, 2016**

AS PREPARED BY:

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**ARTICLE 1
PREAMBLE**

Section 1.1 This Agreement, entered into by the City of Lorain, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc.; hereinafter referred to as the "FOP/OLC", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, to 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, and to provide a peaceful procedure for the resolution of differences.

**ARTICLE 2
RECOGNITION**

Section 2.1 The Employer recognizes the FOP/OLC as the sole and exclusive representative for the purpose of negotiating wages, hours, term and other conditions of employment for the employees of the Employer in the bargaining units set forth below.

Bargaining Unit One: All non-probationary full time corrections officers.

Section 2.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be deemed excluded from the bargaining unit.

**ARTICLE 3
NON-DISCRIMINATION**

Section 3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed or national origin.

Section 3.2 When there is an alleged violation of the provisions of this Article that qualifies for appeal under the Employer's internal Equal Employment Opportunity complaint procedure or the rules of the Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement, provided however, if the alleged violation is subject to the grievance procedure in addition to other remedies provided by law. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 3.3 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the FOP/OLC and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an

official capacity on behalf of the FOP/OLC., as long as that activity does not conflict with the terms of this Agreement.

Section 3.4 The FOP/OLC agrees not to interfere with the rights of employees to refrain or resign from membership in the FOP/OLC and the FOP/OLC shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

Section 3.5 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.

ARTICLE 4
DUES CHECK-OFF
APPENDIX D

Section 4.1 The Employer agrees to deduct FOP/OLC membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

Section 4.2 The Employer agrees to deduct regular FOP/OLC membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deductions of Union dues. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 4.4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer of a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP/OLC.

Section 4.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of FOP/OLC dues.

Section 4.6 The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

Section 4.7 The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the Treasurer of the F.O.P. during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

ARTICLE 5 FAIR SHARE FEE

Section 5.1 It is agreed between the parties that each non-probationary employee in the bargaining unit who is not a member of the FOP/OLC shall be required, as a condition of continued employment, to pay the FOP/OLC a Fair Share Fee.

Section 5.2 The Fair Share Fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the FOP/OLC in negotiating and administering the Agreement, and of settling grievances and disputes arising under the Agreement; and 2) the FOP/OLC's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by the Agreement.

Section 5.3 The Employer shall be relieved from making Fair Share Fee deductions from an employee upon: 1) termination of employment; or 2) lay-off from work; 3) an unpaid leave of absence; or 4) transfer to a job other than one covered by the bargaining unit.

Section 5.4 The Employer shall not be obligated to make Fair Share Fee deductions from any employee who, during the months involved, shall have failed to receive sufficient wages to make all legally required deductions, in addition to the deduction of Fair Share Fee. The Fair Share Fee shall be deducted and remitted during the same period as FOP/OLC dues.

Section 5.5 Any Employee who is a member of and adheres to established and traditional tenets of teachings of a bona-fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the FOP/OLC. Upon compliance with the provisions set forth in the Ohio Revised Code, Section 4117.09 (C), the employee shall be required, in lieu of the Fair Share Fee, to pay an amount of money equal to the Fair Share Fee to a non-religious charitable fund mutually

agreed upon by the Employee and the FOP/OLC. The Employee shall furnish to the FOP/OLC receipts evidencing such payment and failure to make such payments or furnish such receipts shall subject the Employee to the same sanctions as would non-payment of dues under the Agreement.

Section 5.6 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deductions of Fair Share Fee. Once the funds are remitted to the FOP/OLC their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 5.7 The parties agree that neither the Employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC. Fair Share Fee deduction would normally be made by deducting the proper amount.

ARTICLE 6 UNION REPRESENTATION

Section 6.1 The Employer will recognize one (1) employee selected by the FOP/OLC to act as Union Stewards or Grievance Representatives for the purpose of processing grievances and attending meeting in accordance with the provisions of this Agreement. No employee shall be recognized by the Employer or Grievance Representative until the FOP/OLC has presented the Employer with written certification of that person's selection. In addition, the Employer recognizes that any bargaining unit member or the Staff Representative, may also process grievances, in accordance with Article 9, the Grievance Procedure.

Section 6.2 The investigation and writing of grievances shall be non-duty time, unless prior approval is obtained from the Chief of Police or his designee. Attendance at grievance hearings and other meetings in accordance with the provisions of this Agreement during regular duty hours shall be without loss of pay. However, employee shall not be compensated for attendance at such hearings and/or meetings during non-duty hours.

Section 6.3 Rules governing the activity of the FOP/OLC representative are as follows:

1. The FOP/OLC agree that no official of the FOP/OLC shall unnecessarily interfere, interrupt, or disrupt the normal work duties of other employees. The FOP/OLC further agrees not to conduct FOP/OLC business during working hours except to the extent specifically authorized by this Agreement and the Employer.

2. Grievance Representatives shall not leave their assigned work area to conduct FOP/OLC business until they have been released by the Chief of Police or his immediate supervisor. The FOP/OLC shall not conduct FOP/OLC activities in any work area without notifying the supervisor in charge of that area of the nature of the FOP/OLC activity.

3. The FOP/OLC Associate and/or Grievance Representative shall cease FOP/OLC activities immediately upon the reasonable request of the supervisor of the area where the FOP/OLC activity is being conducted, or upon the request of the Chief of Police or his designee.

ARTICLE 7 LABOR-MANAGEMENT MEETINGS

Section 7.1 In the interest of sound labor-management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time the Safety Director and/or his designee shall meet with not more than two (2) representatives of the FOP/OLC to discuss those matters addressed in Section 7.2. Additional representatives may attend by mutual agreement.

Section 7.2 An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The FOP/OLC shall also supply the names of those FOP/OLC representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the FOP/OLC of changes made by the Employer which affect bargaining unit members.
3. Discuss the grievance which have not been processed beyond Step 3 of the grievance procedure but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the FOP/OLC representatives the opportunity to share the views of their members on topics of interest to both parties;
7. Consider and discuss health and safety matters relating to employees; and

8. Discuss feasibility of reimbursing employees who withdraw from Employer-aid medically insurance coverage as provided for in Article 22 of this Agreement.

Section 7.3 The Employer and FOP/OLC recognize and agree that the Employer's present policy regarding the number of Correction's officers scheduled for jail duty on the various shifts at least meets certain minimum standards of safety for inmates and the employees and the general public, however, the Employer and FOP/OLC agree that this policy shall be the subject of mandatory discussions in labor-management meetings as provided for in this Article and that there may be a need to change the policy from time to time as circumstances warrant.

Section 7.4 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 7.5 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 8 HEALTH AND SAFETY

Section 8.1 It is agreed that health and safety must be a concern of both parties. Therefore, the Employer reaffirms its responsibility to provide safe working conditions. Employees shall accept the responsibility to operate equipment safely and to follow all safety rules, safe working methods, and precautions as established by the Employer. All unsafe conditions should be reported to the next higher authority in charge as soon as they are known.

Section 8.2 The City of Lorain will participate in a BWC Tier 3 with 100% annual drug testing program. A joint labor management committee shall be established to set up program which includes a 100% participation 10 panel drug test and a 25% computer generated random test administered by a third party administrator to begin in 2010.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising under this Agreement are given an adequate forum for relief. Punitive action shall not be taken against any bargaining unit employee for submitting a grievance in good faith.

Section 9.2 The term "grievance" shall mean an allegation by a bargaining unit employee, group of employees, or the Employer 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 these matters not otherwise covered by, superseded by, or in conflict with this Agreement, which are controlled by Federal, State, or local laws.

Section 9.3 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving disciplinary suspension which shall be introduced at Step 3 of the grievance procedure.

Section 9.4 Any employee(s) 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 which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the management's last answer. Any grievance not answered by the management within the stipulated time limits shall be considered to have been answered in the negative and shall be automatically advanced to the next step of the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

Section 9.5 The Union may designate an Official Grievance Committee, consisting of two (2) members of the bargaining unit, and shall notify the Employer in writing as to the membership of this committee. At least one member of the Official Grievance Committee shall be notified of and have the right to attend all grievance meetings as an observer, not as a representative, unless explicit authorization is given to him/her by the current staff representative, and the Official Grievance Committee shall receive a copy of all grievances filed and the responses of the Employer.

Section 9.6 All written grievances must contain the following information to be considered:

- (1) aggrieved employee's name and signature;
- (2) aggrieved employee's classification;
- (3) date grievance was first discussed and with whom the grievance was discussed;
- (4) date grievance was filed in writing;
- (5) date and time grievance occurred;
- (6) location where grievance occurred;
- (7) description of incident giving rise to the grievance;
- (8) Articles and Sections of Agreement violated; and
- (9) relief requested.

The Union will develop a grievance form, (Appendix "C"), which will provide the information as outlined in this Section. The Union shall have the responsibility for the duplication, distribution and their own accounting of grievance forms.

Section 9.7 The following steps shall be followed in the processing of a grievance:

STEP 1 - DIVISION COMMANDER

In order for an alleged grievance to receive consideration under this procedure, the employee(s) who has an alleged grievance shall file the grievance in writing, using the form jointly developed by the parties (Appendix C) with the employee's Division Commander within five (5) work days after the aggrieved employee's knowledge of the occurrence giving rise to the grievance. The Division Commander shall have ten (10) work days in which to investigate and respond in writing and state the reason for the response to the grievance. At any time within this ten (10) day period, the Division Commander may schedule a meeting, if he deems necessary, with the aggrieved employee and, at the employee's discretion, a member of the Official Grievance Committee. The Division Commander may also call the necessary parties to attend this meeting. The Division Commander shall provide a copy of his written answer to the aggrieved employee, the Official Grievance Committee and the Police Chief.

STEP 2 - POLICE CHIEF

If the grievance is not resolved in Step 1, the Grievant may within five (5) work days after receipt of the Step 1 answer appeal the grievance in writing to the Police Chief. The Police Chief shall have ten (10) work days in which to investigate and respond in writing and state the reason for the response to the grievance. At any time within this ten (10) day period, the Police Chief may schedule a meeting, if he deems necessary, with the aggrieved employee and, at the employee's discretion, their Staff Representative. The Police Chief may also call the necessary parties to attend this meeting. The Police Chief shall provide a copy of his written answer to the aggrieved employee, the Official Grievance Committee, and the Director of Public Safety.

STEP 3 - DIRECTOR OF PUBLIC SAFETY

If the grievance is not resolved in Step 2, the Grievant may within five (5) work days after the receipt of the Step 2 answer, appeal the grievance in writing to the Director of Public Safety. The Director of Public Safety shall have fifteen (15) work days in which to investigate and respond in writing and state the reason for the response to the grievance. At any time within this fifteen (15) day period, the Director of Public Safety may schedule a meeting, if he deems necessary, with the aggrieved employee and his/her Staff Representative. The Director of Public Safety may call the Police Chief or any other command or supervisory officer whose presence would be relevant to the issue. The Director of Public Safety shall provide a copy of his written answer to the aggrieved employee, the Official Grievance Committee, and the Police Chief.

STEP 4 – ARBITRATION

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this Section of the grievance procedure and the provision of Chapter 2711, or 4117 of the Ohio Revised Code. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance on behalf of a bargaining unit member. The right of the Union to arbitrate a grievance is limited to a period of forty (40) work days from the date a written answer to the grievance, with the reasons stated therein was provided by the Director of Public Safety in Step 3 of the grievance procedure and any grievance not submitted in such period shall be deemed settled on the basis of the last answer given by the Employer.

A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a chief spokespersons to represent them at the arbitration hearing. The two designated chief spokespersons will meet and appoint a person to act as arbitrator. In the event the two designated chief spokespersons cannot agree upon the person within ten (10) work days of the demand for arbitration, the parties will jointly request the American Arbitration Association to submit a list of seven (7) impartial persons qualified to act as an arbitrator in accordance with the applicable rules and regulations. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method to select from the list of seven (7) arbitrators submitted to the parties by the American Arbitration Association. The party requesting arbitration shall be the first to strike a name from the list, and then the other person shall strike a name and alternate in this manner until one name remains on the list: the arbitrator. Each party shall have the right to reject only one list.

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

- (1) contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws, except as those laws have been superseded by or are in conflict with this Agreement.
- (2) Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under this Agreement or applicable law, except as those laws have been superseded by or are in conflict with this Agreement.
- (3) limiting or interfering in any way with the powers, duties or responsibilities of Lorain City Council under its rule making powers not inconsistent with and to the extent not superseded by, in conflict with, or covered by this Agreement.
- (4) contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the

Employer so long as such practice, policy or regulations do not conflict with, are not covered by, or are not superseded by this Agreement.

(5) That would change the established wage scales, rate on new or changed jobs, or change any wage rate which has been negotiated as part of this Agreement.

(6) Granting any right or relief for any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based upon rights arising under any previous Agreement.

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

C. The decision of the arbitrator resulting from any arbitration of grievances shall be in writing and sent to the Employer, the Union and the Grievant. The decision shall be final and binding, and the Employer will notify the Union and the Grievant within ten (10) working days after his receipt of the arbitrator's decision as to when the Employer will implement the arbitrator's decision, provided that the implementation will occur in a reasonable period of time subject to post-arbitral review of the arbitrator's decision or award.

D. The cost of the service of the arbitrator, the cost of any proof produced at the discretion of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room, shall be borne by the losing party, or by mutual agreement between the Union and the Employer, the fees and costs of the service of the Arbitrator may be evenly split between the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling such 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 reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

Section 9.8: The time limits set forth in the grievance procedure shall, unless extended by mutual agreement of the Employer and the Union, be binding on both parties. Working days as provided in the grievance procedure shall not include Saturdays, Sundays or recognized holidays.

Section 9.9 The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes between the Employer and the Union and/or between the Employer and an employee(s).

ARTICLE 10 BILL OF RIGHTS

Section 10.1 This article only applies to non-criminal investigations.

Section 10.2 At the time that any bargaining unit employee is notified to report for an investigation, upon his request, he shall be provided with an opportunity within a reasonable time frame (not less than 24 hours) to contact his/her Staff Representative for the purpose of representation and his/her Staff Representative. In no event shall an investigation be disrupted where circumstances require immediate action. No Grievance Representative shall be permitted to represent a bargaining unit employee where the representative is directly or indirectly involved in the matter under investigation, or without permission of the staff representative assigned to the bargaining unit.

Section 10.3 Bargaining unit employees shall be informed of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on the employee for a potential charge. The person conducting the questioning shall have all written reports prepared by the employee concerning the matter being investigated available for review at the time of the questioning. In the event the employee desires to produce and/or review other written materials or notes, he shall be given an opportunity to secure them and report back immediately.

Section 10.4 A bargaining unit employee who is to be questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his constitutional rights in accordance with law.

Section 10.5 Any interrogation, questioning or interviewing of a bargaining unit employee will be conducted at hours reasonably related to his shift, preferable during his working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

Section 10.6 Before a bargaining unit employee may be charged with insubordination or a like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if contained, may be made the basis for a charge, except that no employee shall be charged with insubordination where such refusal is premised on his exercise of the rights and advice afforded him in Section 10.3 of this Article.

Section 10.7 When a bargaining unit employee suspected of a violation is being interrogated in an internal investigation, such interrogation shall be recorded by the Police Department with a copy provided to the Union immediately following the interrogation.

Section 10.8 Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall be admissible in any subsequent criminal action or Civil Service Commission hearing. However,

notification of an employee that potential corrective or disciplinary action could result if the employee continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion or promises for the purposes of this Section.

Section 10.9 When a bargaining unit employee is to be interviewed in an investigation of any other bargaining unit employee such interview shall be conducted in accordance with the procedures established in this Article.

Section 10.10 A bargaining unit employee who is charged with violating Police Rules and Regulations and his Staff Representative, shall be provided access to transcripts, records, written statements and video tapes. Such access shall be provided reasonably in advance of any hearing.

Section 10.11 At the request of either party; interviews or portions thereof with a bargaining unit employee conducted during the course of an inquiry will be audio taped. Tapes can also be made by the Employee. The bargaining unit employee and his representative will be afforded the opportunity, upon written request directly to the Chief of Police or his designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Employer, the bargaining unit employee will be provided a copy of such transcript upon written request directly to the Chief of Police or his designee.

Section 10.12 All complaints, internal investigations and departmental charges shall be under the province of the Chief of Police or his designee to investigate. Prior to any disciplinary actions being taken against any bargaining unit employee based on complaints or charges, the Chief of Police or his designee shall conduct an independent hearing at which the bargaining unit employee and his Union Representative shall have the opportunity to confront and cross examine any employee of the Police Department or any other person who can be compelled to testify and offer testimony and other evidence on his own behalf. Reasonable advance notice of a hearing date, time, as well as the charges to be heard, witnesses to be called or whose testimony will be used, and the copies of any pertinent evidentiary documents will be provided the employee by the Chief of Police in advance of any hearing on the charge.

Section 10.13 If any of these procedures are violated, such violations shall be subject to the grievance procedure beginning at Step 3.

Section 10.14 The appointing authority may request an employee to submit to a polygraph test if:

a. such test is administrated in connection with an ongoing investigation involving economic loss or injury to the Employer's business, such as theft, embezzlement, misappropriation or other unlawful and criminal acts; or

b. the Employer had access to the property that is the subject of the investigation;
or

c. the Employer has a reasonable suspicion that the employee was involved in the incident or activity under investigation.

No employee may be discharged, disciplined, denied promotion or otherwise discriminated against in any manner on the basis of the analysis of a polygraph test or the refusal to take a polygraph test if such analysis or refusal is the sole basis and without additional supporting evidence upon which an adverse employment action is taken against the employee. A refusal to take a polygraph test may serve as additional supporting evidence upon which adverse employment action may be taken.

Prior to the administration of any polygraph test, the appointing authority shall provide the employee with written notice containing the following information:

- a. the date, time and location of the test;
- b. a statement that the employee has a right to obtain and consult with counsel or with employee's representative;
- c. the nature and characteristics of the test and of the instruments involved;
- d. a statement that a refusal to take the test or that any statements made during the test may constitute additional supporting evidence for the purpose of an adverse employment action.

Throughout all phases of the polygraph test, the examinee, and/or his representative shall be permitted to terminate the test at any time and questions shall not be asked in any manner to degrade or needlessly intrude on the privacy of such examinee. The polygraph examiner shall not conduct a test if there is sufficient written evidence by a physician that the examinee is suffering from a psychological condition or undergoing treatment that might cause abnormal response during the actual testing phase.

The polygraph examiner shall have a valid and current license granted by licensing and regulatory authorities in Ohio. The examiner shall render any opinion or conclusions regarding the test in writing and solely on the basis of an analysis of polygraph charts. The report shall not contain information other than admissions, information, case facts and interpretations of the charts relevant to the purpose and stated objectives of the test, and shall not contain information or any recommendation concerning the employment of the examinee.

A person, other than the examinee, may not disclose information obtained during a polygraph test except as follows:

- a. to the examinee or any other person specifically designated in writing by the examinee;
- b. to the appointing authority;
- c. to any court, agency, arbitrator or mediator in accordance with due process of law, pursuant to an order of court of competent jurisdiction.

ARTICLE 11 DISCIPLINE/CORRECTIVE ACTION

Section 11.1 No non-probationary employee shall be disciplined except for just cause.

Section 11.2 Except in instances of gross misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy and Article 10 of this Agreement. All discipline shall be administered in a fair, equitable, and timely manner.

Section 11.3 Whenever the Chief of Police or the Safety Director determines that there may be cause for an employee to be suspended or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference as provided for in Article 10, Section 10.12 will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be in accordance with Article 10 of this Agreement. The affected employee may elect to have a representative of the FOP/OLC present at any such pre-disciplinary conference.

Section 11.4 Depending upon the severity of the offense/violation, the Chief of Police may suspend an employee with loss of pay for up to three (3) days for just cause as defined in Ohio Revised Code 124.34.

Section 11.5 Depending upon the severity of the offense/violation, the Safety Director has the sole authority to:

1. Suspend an employee for more than three (3) days without pay; for just cause
2. Reduce an employee in pay or position; for just cause
3. Demote an employee; for just cause
4. Discharge an employee, for just cause.

Section 11.6 All discipline shall be appealable at the option of the employee through the grievance procedure. Written Reprimands shall not be arbitrable, but can be grieved.

If the reprimand is upheld by the Employer, an employee may attach a rebuttal to any written reprimand that would be placed in his/her file. Records of disciplinary action more than two (2) years old, will not be used for progressive disciplinary purposes, except for suspensions of thirty (30) days or greater which shall not be used for progressive disciplinary purposes after three (3) years. The age of the record will be determined by using the later of either the date of occurrence of the incident or action that gave rise to the disciplinary record or the date of discovery of said occurrence.

Section 11.7 The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

ARTICLE 12 PROMOTIONS WITHIN CLASSIFICATIONS OF THE BARGAINING UNIT

Section 12.1 All promotable positions (i.e., corporal) above the rank of corrections officers shall be filled by current collective bargaining unit members.

ARTICLE 13 LAYOFF AND RECALL

Section 13.1 The Employer shall, prior to the layoff of any bargaining unit members, canvas all bargaining unit members to determine whether any bargaining unit member is willing to voluntarily take a leave of absence for up to one (1) year. The Employer agrees to allow such leaves of absence up to one (1) year in order to prevent or reduce anticipating layoffs.

Section 13.2 Employees may be laid off as the result of lack of work or lack of funds, as determined by the Employer. Whenever a layoff becomes necessary, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off within each affected classification. The Employer will notify the Union and affected employees fourteen (14) calendar days in advance of any pending layoff. The Employer and the Union shall meet, upon the request of either party, to discuss possible alternatives.

Section 13.3 Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon classification seniority with the least senior employee being laid off first. Part-time and other non-full-time employees within the affected classifications shall be laid off prior to any full-time employees being laid off.

Section 13.4 Employees who have been laid off shall retain reinstatement rights to the basic classification from which they were laid off and shall be subject to recall by the Employer for a period of two (2) years from the effective date of the layoff. It shall be the

responsibility of the employee to keep the Employer advised, through written notice, of his current and accurate mailing address.

Section 13.5 Recalls from layoff will be in the inverse order of layoff (last laid off, first recalled), within the respective classifications included in the agreement; however, immediately prior to or simultaneously with a recall, an employee who has displaced to a lower classification shall be reinstated to his former classification. Further, no new employee or other employee shall be hired or promoted to a classification from which an employee has been laid off or from which he has displaced to a lower classification, nor shall a new employee be hired into a higher classification unless no current employee is qualified for promotion to the higher classification, within this bargaining unit.

Section 13.6 Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have seven (7) calendar days within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure of the employee to notify the Employer of his decision within the seven (7) day period shall be considered a rejection of the offer of reinstatement.

Section 13.7 All written notices required of the Employer or employee herein shall be by certified mail. All accumulated time, shall be paid out upon layoff notice, excluding sick time. Sick time shall remain on the books, unless recall time limits have expired. Upon the expiration of recall or retirement through PERS, sick time shall then be paid.

ARTICLE 14 HOURS OF WORK AND OVERTIME COMPENSATION

Section 14.1 The scheduled workweek for all full-time, regular employees of the Employer in the bargaining unit shall normally consist of forty (40) hours per week, and the scheduled work day shall normally consist of eight (8) hours in a twenty-four (24) hour period, unless a twelve (12) hour work day is implemented, resulting in a work period that shall consist of eighty (80) hours in a two-week period. At no time shall a Correction's officer be forced to work every weekend, and shall be entitled to at least two (2) weekend days (Saturday/Sunday/ Friday/ Saturday) off during fifty (50%) percent of all weekends averaged over the course of a calendar year. For purposes of this Article, paid meal periods shall not be considered compensable working time, but shall in no event cause a reduction in pay or lengthen the basic work day or work week. Assignments shall be posted for a four (4) week period in advance. At no time shall there be less than a four (4) week advance schedule posted on the departmental bulletin board.

Section 14.2 Employees who are required to work by the Employer more than forty (40) hours in any one week work period (Sunday thru Saturday), and more than eighty (80) hours in a two-week pay period while on twelve (12) hour rotation, shall be entitled to overtime compensation at time and one-half (1-1/2) their regular base rate of pay for all hours actually worked in excess of eight (8) hours in a work day, while on an eight (8)

hour rotation, and in excess of twelve (12) hours in a work day while on a twelve (12) hour rotation. There shall be no pyramiding of overtime pay. "No Pyramiding" means there shall be only one premium for overtime. For the purposes of this Section, the work day is the twenty-four (24) hour period beginning with the time the employee begins work. Such overtime compensation shall be paid in cash, or, at the option of the employee, in accordance with Section 14.3 of this Article. For purposes of this Section, any paid leave time shall be considered time worked. The Employer shall have the right to change the beginning of the work period provided that such change is intended to be permanent and the Union is notified forty-eight (48) hours in advance of any such change.

Section 14.3 Any employee may, in lieu of cash payments for all actual hours worked in excess of 40 hours in a 7 day work week, utilize compensatory time calculated at one and one-half (1½) times the excess hours worked. Compensatory time records shall be imputed to the departments and the City's payroll record keeping system at the end of the 28 day period. Thereafter, accumulated compensatory time may be taken off by the employee at the employee's request and at the discretion of and with the approval of the Chief of Police. Accumulated compensatory time shall be taken off within a reasonable period of time after it is earned. If compensatory time cannot be taken off within a reasonable period of time after it is earned, the employee may elect to either be paid the overtime compensation or allow a carry-over not to exceed a maximum of three-hundred sixty (360) hours of accumulated compensatory time. Once an employee reaches the max of three hundred sixty (360), he or she may not accumulate more compensatory time. Employees may cash out compensatory time in order to reduce their bank to an amount below the compensatory time maximum. During the term of this Agreement the Employer and the employees may mutually agree to change work schedules to provide for abnormal shifts or the current work schedule for other employees. If within one year after a mutually agreed to change in the work schedule, the Police Chief determines the work schedule is unsatisfactory he may at his option reinstate the previous work schedule.

Section 14.4 Employees who wish to be paid for their accumulated compensatory time may request such payment from the Employer up to a maximum of three hundred sixty (360) hours per year at such employee's base rate of pay. Payment for accumulated compensatory time shall be made pursuant to procedures mutually agreed upon by the Employer and the FOP/OLC.

Section 14.5 It is the intent of the Employer to distribute overtime, paid through City payroll, as equally as possible, by classification, and with due regards to special bureaus, details, and their associated, reasonable, required qualifications and established work performance standards as established by the Department. The Employer shall be responsible for promulgating rules and procedures for the distribution of overtime. Such procedures shall contain, at a minimum:

- 1.) In the case of regular shift coverage in the jail due to staffing shortage, provisions to first offer overtime to qualified bargaining unit employees on scheduled duty and then to call in qualified bargaining unit employees off duty by order of seniority,

but in both cases based upon the fewest number of overtime hours accrued, or charged according to procedure, during the current calendar year, except in emergency situations.

2.) In the case of special details paid through City payroll, provisions to first offer overtime to qualified bargaining unit employees based upon the least number of overtime hours accrued or charged according to procedure, during the current calendar year, except in emergency situations.

3.) Provisions to require the Employer to record, in a timely fashion, all City payroll overtime worked or refused by employees for any reason, excluding court time, and for the purpose of determining from a group of otherwise qualified bargaining unit employees, the employee with the least number of accrued/charged overtime hours during the current calendar year. This Overtime Accumulation List will be made available to all personnel for purposes of inspection and referral on at least a weekly basis.

Qualified employee means any bargaining unit employee that, by reason of classification, assignment, or possession of specific skills and/or certifications, meets the requirements to perform the job or detail requiring the overtime. The Employer, when recruiting personnel for special details involving overtime must list the specific qualifications required for assignment to the detail, and additionally, may establish reasonable productivity standards that must be met by assigned officers to permit continued assignment to said detail.

When necessary as determined by the Chief of Police or his designee, the least senior qualified employee(s) on duty shall be ordered held over their regular shift in an overtime situation; however no employee may work more than sixteen (16) hours, unless mutually agreed to by the Employee. If there is no apparent volunteer for overtime in the corrections officer's bargaining unit, the least senior off duty corrections officer may be ordered in. No employee shall be forced to work more than 4.0 hours overtime unless the Employer has taken reasonable measures to contact other bargaining unit employees first, and then patrol units assigned to the jail, to determine if they will work the additional hours, or a bona-fide, unanticipated emergency has occurred necessitating the call-out or staffing of certain personnel. Reasonable measures are defined to mean that the Employer has called at least three (3) members of the bargaining unit on the Volunteer Overtime Availability Roster. The Employer is to provide the names of the employees called upon request. If reasonable measures have not been taken the employee's exclusive remedy is an additional two (2) hours straight pay. The Volunteer Overtime Availability Roster will be composed of employees that are willing to be called while off-duty for the purpose of working regular shift overtime, and will be maintained by the Employer. They must remain on the roster for the whole calendar year, however, they may remove their name at any time, with the understanding that they can not return to the roster until the next calendar year. However, Employees with the least amount of overtime refusal will be placed above those with seniority if the senior Employee has refused overtime more than twice.

Any question(s) regarding the distribution of overtime shall be the proper subject of a labor-management meeting.

Section 14.6 Any correction's officer(s) given a "last minute call" on their shift which requires that officer or any officer assisting the called officer to remain on duty beyond their scheduled shift(s), shall in addition to their regular pay, be paid an additional two (2) hours straight time or the actual overtime pay, whichever is greater. The called correction officer's supervisor shall determine the need for an assisting correction officer.

"Last minute call" shall be defined as any radio/telephone transmission received by an officer within fifteen (15) minutes of his/her scheduled shift completion and which requires the officer's attention for a time span of at least thirty-one (31) minutes from shift end. Included in that time span are the investigation of the incident which gave rise to the "last minute call" as well as completion and typing of the reports incidental thereto.

Section 14.7 Employees who are designated to train other employees in their classification shall receive 1.2 hours compensatory time for each day (8 hours) of training that has been performed in accordance with the criteria established by the Lorain Police Department. Compensation shall be provided in the form of compensatory time for the first four (4) hours earned in a week with additional hours earned in a week paid in either cash or compensatory time as determined by the City. cursory familiarization instruction is not considered training time.

Section 14.8 Any employee who is sent to mandatory training for at least three (3) consecutive days and where homework is done outside of hours spent in the training session, the employee shall receive two (2) hours compensatory time for each day in which said homework is required, performed and verified by an instructor.

ARTICLE 15 COURT APPEARANCE, CALL-IN ASSIGNMENT AND VOLUNTARY RESPONSE

Section 15.1 Full-time regular employees of the Employer in the bargaining unit scheduled for one or more court appearances within a four hour period, including pretrial conferences on off-duty time, shall be guaranteed a minimum of two (2) hours and forty (40) minutes compensatory for court appearances at Lorain Municipal Courts and a minimum of four (4) hours of compensation for court appearances at Lorain County Courts, irrespective of the number of appearances made during such period. Any hours actually worked in excess of the aforementioned minimums shall be compensated on an hour-for-hour basis. The applicable rate of pay shall be in accordance with the provisions of Article 14 of this Agreement. Scheduled appearances on off-duty times which are outside the City of Lorain shall be compensated at a minimum of four (4) hours at overtime rates. The employee shall have the office of the Clerk of Courts time-stamp his arrival at the commencement of his court appearance and departure at the conclusion of his court appearance on a form provided by and returned to the Employer.

Section 15.2 "Call-In" pay is defined as payment for work assigned by the Chief of Police or his designated representative and performed by an employee at a time at least 1½ hours before his normally scheduled hours of work. Employees who are called in to work for emergency response shall be guaranteed a minimum of four (4) hours pay for said call-in at the applicable rate of pay in accordance with the provisions of Article 14 of this Agreement. The Employer shall retain the right to have the employee engage in full, productive work in accordance with the job duties and responsibilities of his classification.

Section 15.3 All departmental business not scheduled in accordance with Section 14.1 of this contract shall be paid hour for hour with a minimum two (2) hours. Said departmental business shall be scheduled and notification made at least 48 hours in advance of starting time. Business not so scheduled will be "Call In" time.

ARTICLE 16 TRAINING TIME, STAND-BY AND ON-CALL TIME

Section 16.1 Required training time portal to portal, required to be compensated under the Fair Labor Standards Act shall be considered hours worked and compensated on an hour-for-hour basis at the applicable rate of pay in accordance with the provisions of Article 14 of this Agreement.

Section 16.2 In the event an employee attends training school where an overnight stay is required, the employee shall be entitled to receive a per diem payment, in accordance with policies established by the Employer for other employees, for each day of the training school. The current per diem has been established at \$34.00 per day for meals including gratuities. When the duration of the school is known, per diem advances shall be provided upon written request of the trainee.

Section 16.3 Subject to the limitations set forth hereafter any employee who is placed on a "stand by status" by the Employer shall be paid 2.0 hours straight time pay or credited with 2.0 hours compensatory time in addition to the pay for time actually worked. If the Employer notifies the employee that the standby status has been canceled within the 2.0 hour period than the employee shall only be credited with comp time or straight time pay for that period he was on stand-by status. In no event shall an employee accumulate or be credited with more than four (4) hours stand-by status pay or comp time in any work week period. Stand-by status is defined to mean that the employee is properly uniformed, equipped and capable of immediately responding to a call to duty by the Employer and immediately accessible by phone to be called to duty.

**ARTICLE 17
NEGOTIATIONS**

Section 17.1 Employee members of the Union negotiating team who may be required to meet for purposes of labor contract negotiations during their regularly scheduled working hours shall suffer no loss of straight time pay and shall be paid only for such time actually spent in negotiations for which the employee would have been otherwise scheduled to work. Notice to supervisor of negotiations shall be made 72 hours in advance of meeting to allow manpower scheduling. Notice to supervisor of negotiations shall be made 72 hours in advance of meeting to allow manpower scheduling.

**ARTICLE 18
TEMPORARY SUBSTITUTIONS**

Section 18.1 When an employee in the bargaining unit is assigned to temporarily fill a position higher in rank than his/her regular position, or to perform duties equivalent to such higher rank, said employee shall receive the designated pay for that higher rank or equivalency for each hour assigned.

**ARTICLE 19
LONGEVITY**

Section 19.1 Longevity will be capped at \$200 per year times the number of years employed after three (3) years. Said pay entitlement shall commence for all current employees on the scheduled pay date following their third (3rd) anniversary date of employment with the City.

Years of Service	Years x \$200.00	Years of Service	Years x \$200.00
3	\$600.00	12	\$2400.00
4	\$800.00	13	\$2600.00
5	\$1000.00	14	\$2800.00
6	\$1200.00	15	\$3000.00
7	\$1400.00	16	\$3200.00
8	\$1600.00	17	\$3400.00
9	\$1800.00	18	\$3600.00
10	\$2000.00	19	\$3800.00
11	\$2200.00	20	\$4000.00

Section 19.2 An employee's length of continuous service, for the purposes of this Article, shall be determined by the employee's original date of hire less any time off the payroll of the Employer.

Section 19.3 An employee shall receive each applicable payment increase to which he is entitled beginning on the second scheduled pay date following his anniversary date of employment and continuing annually through the duration of this Agreement.

**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:

LENGTH OF SERVICE	VACATION HOURS
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

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.

Section 20.3 Employees may carryover up to (3) years vacation time, their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years shall be forfeited, as long as the vacation time is not unreasonably denied when an employee wishes to utilize his/her time off. Unreasonable denial will include denial simply because overtime is created.

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

ARTICLE 21 HOLIDAYS

Section 21.1 There are hereby established the following paid holidays in the calendar year, comprising eleven (11) in number:

1. New Year's Day
2. Memorial Day
3. Veteran's Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. Good Friday
8. Fourth of July
9. Labor Day
10. Day before Christmas
11. Martin Luther King Day (beginning 1990)

Employees required to work on the above enumerated holidays shall be entitled to overtime compensation at one and one-half (1 ½) times their regular based rate of pay for all hours worked, in accordance with the provisions of Article 14 of this Agreement.

Section 21.2 In addition to the above enumerated holidays, employees who have completed six (6) or more month's continuous service shall be entitled to the following days off with pay:

1. the employee's birthday
2. one (1) day during the calendar year for personal business

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 four (112) hours, which time 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.

Section 21.4 In addition to the holidays provided for in Section 21.1 and Section 21.2 of this Article, employees shall be entitled to one (1) day, eight (8) or twelve (12) hours if on a twelve (12) hour rotation during the calendar year for the purpose of providing release from duty, when required, due to duty-related stress. Time off for such "stress day" shall be scheduled at the discretion of the Police Chief and in accordance with the Employer's procedures established for the scheduling of the "personal day" in Section 21.2, subsection 2 of this Article. Employees shall forfeit their right to take a stress day not scheduled off in the calendar year in which it is accrued. Employees shall not be

entitled to compensation for an accrued but unused stress day upon lay off or separation from service with the Employer.

Section 21.5 Employees shall be entitled to eight (8) hour compensatory time slips for each full day in which a majority of the non-uniformed employees of the Employer are released from duty for holidays not otherwise provided for in Section 21.1 and Section 21.2 of this Article due to emergencies declared by the Mayor of Lorain, Governor of Ohio, or President of the United States.

Section 21.6: Employees hired after January 1, 2015, must use or cash out all of the holiday time earned during each year.

Section 21.7: Employees hired before January 1, 2015, may cash out up to one-hundred twenty (120) hours of "old and banked" holiday time each year.

This amount may be cashed out in quarterly increments, up to a total of one hundred twenty hours a year. Request must be submitted by the last day of each quarter (March, June, September, and December). Payments will be made in the first full pay of the following quarter.

ARTICLE 22
HEALTH AND LIFE INSURANCE COVERAGE
APPENDIX A

Section 22.1 The Insurance benefit for the correction officer bargaining unit members shall be the same coverage as specifically detailed within the City of Lorain Dispatch bargaining unit contract, (Herein Appendix A). Information on premiums shall be covered in the foregoing sections of this Article.

Section 22.2: Effective January 1, 2015, The City will provide a High Deductible Health Savings Agreement with no monthly employee contribution.

Section 22.3: Effective January 1, 2015, The City will provide Guardian dental insurance and will pay 85% of the dental premium.

Section 22.4: Health Insurance Premiums:

For 2014 and 2015 - \$154.00 a month for a Family
(\$15.00/mo non-tobacco use discount; \$15.00/mo completion of a physical exam discount)

For 2014 and 2015 - \$71.00 a month for Single Coverage
(\$7.50/mo non-tobacco use discount; \$7.50/mo completion of physical exam discount)

For the contract year of 2016, the City and the FOP will re-open Article 22/Insurance Coverage negotiations.

ARTICLE 23 CLOTHING ALLOWANCE

Section 23.1 All full-time employees in the bargaining unit shall be entitled to the sum of nine-hundred (\$900) dollars for the purchase of uniforms and equipment, beginning in the first year following their initial issue of uniform clothing. The cost of said initial issue of uniform clothing shall be borne by the Employer, and shall consist of the full minimum clothing standard for Correctional Officers, as established by the Chief of Police. Any cost of future additions to the minimum clothing standard shall additionally be borne by the Employer.

Section 23.2 In the event an employee's uniform, prescription eyewear, or standard piece of personal police equipment, or a part thereof, is lost, damaged or destroyed in the line of duty, the Employer, will pay replacement costs within thirty (30) days for such items and restitution ordered by the Court in cases where a defendant is directly responsible for the loss. In no case will the Employer assume replacement costs for items of personal equipment that are either not approved or of a value greater than that of standard equipment issued by the Employer. The Employer will have the option of replacing said equipment outright, or reimbursing up to but not exceeding equivalent value of standard, issued equipment.

Section 23.3 The clothing allowance shall be paid by the second scheduled pay period of May and shall be prorated as to employees laid off or separated from service with the Employer prior thereto. There shall be no pro-ration in the event the employee separates from service with the Employer after payment of the clothing allowance has already been received.

ARTICLE 24 EDUCATIONAL REIMBURSEMENT

Section 24.1 An educational reimbursement program is hereby adopted for the benefit of employees of the Employer in the bargaining unit. The purpose of the program shall be to provide limited financial assistance to employees who take job-related educational courses outside regular working hours on a voluntary basis for self-improvement.

Section 24.2 The Scholarship Loan Program (formerly the Educational Reimbursement Program) based on a 5 year service commitment after any reimbursement to be prorated

completion of course work” shall mean the employee receiving a passing grade of “C” or better or a grade of 2.0 or better on a 4.0 grading scale.

Section 24.5 Under no circumstances shall educational aid be granted for covering the costs of textbooks, materials, examination fees, or transportation. No tuition aid shall be granted courses for the part of tuition fees covered by scholarships, financial aid, or other educational benefits.

Section 24.6: Effective January 1, 2014, a bargaining unit employee shall receive a stipend of Ninety dollars (\$90.00) per month for successful completion of an Associate Degree and one-hundred twenty dollars (\$120.00) per month upon successful completion of a Bachelor’s Degree. The degrees must be attained in a Criminal Justice/crime related field of study as defined in 24.2 and must be from an accredited college or university.

ARTICLE 25 PENSION PICK-UP

Section 25.1 Within a reasonable period of time after written approval of the Internal Revenue Service and the PERS Pension Fund, the Employer will pick up the employee’s ten percent (10%) contribution to the PERS Pension Fund and any subsequent increases therein through the salary reduction method, as described in Section 25.2 of this Article.

Section 25.2 Under the salary reduction method of pension contribution, the Employer will pick up and remit to the PERS Fund both the Employer and employee share of the pension contribution based upon such employee’s unadjusted gross income for the applicable payroll period. Thereafter, the Employer will deduct from the employee’s unadjusted gross income, the employee’s contributions to the PERS Pension Fund and the Lorain City Income Tax. The resulting adjusted gross income will be the employee’s taxable income for the purposes of Federal, State and other legally required payroll deductions.

ARTICLE 26 SICK LEAVE

Section 26.1 Sick leave will be earned and accumulated without limit at the rate of 2.46 hours for a bi-weekly period in active pay status. Pay for sick leave shall be at the employee’s regular straight time hourly rate of pay, and shall accumulate without limit.

Section 26.2 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. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. A signed statement certifying the employee’s illness shall be required before overtime is paid or compensatory time issued where paid sick

leave is taken within the twenty-eight (28) day work period provided for in Article 14 of this Agreement.

Section 26.3 Sick leave may be granted to an employee upon approval of the Employer and in accordance with procedures established by the Police Chief for absence due to:

- a. illness or injury of the employee or a member of his immediate family wherein the employee's presence is required;
- b. death of a member of the employee's immediate family (for definition of immediate family see Article 28 of this Agreement);
- c. exposure to a contagious disease wherein the presence of the employee at his job would jeopardize the health of others;
- d. pregnancy and/or childbirth and other conditions related thereto.

Section 26.4 To be eligible for paid sick leave, an employee must, prior to his scheduled starting time and in accordance with procedures established by the Police Chief, report the reason for his absence to the Chief of Police or his designee on each day involved, unless otherwise approved by the Employer.

Section 26.5 The Employer shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require the employee to furnish a satisfactory written signed statement to justify that the presence of the employee is necessary to care for such family member. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 26.6 In addition to the provisions of Section 26.5 of this Article, when an employee is off work because of an injury or disability, whether job related or not, the employee must provide the Employer with a physician's statement that the employee is able to perform the duties of his job. The statement is for the purpose of protecting the Employer from Worker's Compensation claims or further claims arising from these existing injuries or disabilities.

Section 26.7 At the discretion of the Employer, an employee absent more than seven (7) calendar days due to an illness or injury may be required to submit to and pass a medical examination regarding the specific illness or injury requiring time off by a licensed physician designated by the Employer before being permitted to return to work and the Employer will pay the expense of said examination and shall further pay the employee for all time lost or sick leave used that is solely due to the Employer's demand

and examination, in the event the Employer's physician approves the employee's return to work.

Section 26.8 Employees failing to comply with sick leave rules and regulations shall not be paid for the day in question until they have complied with sick leave rules and regulations. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

Section 26.9 Upon separation from service, an employee who has been employed by the City for at least ten (10) years and not terminated for cause; shall be paid:

One hundred percent (100%) of all accrued sick time up to a maximum of nine hundred and sixty (960) hours of accrued sick leave at the employee's base rate of pay with twenty-five (25) years of service;

Seventy-five percent (75%) of all accrued sick time up to a maximum of nine hundred and sixty (960) hours of accrued sick leave at the employee's base rate of pay with twenty (20) years of service;

Fifty percent (50%) of all accrued sick time up to a maximum of nine hundred and sixty (960) hours of accrued sick leave at the employee's base rate of pay with less than 20 years of service.

Years of service, for purposes of this Article, shall be as determined by O.P.E.R.S.

Section 26.10 Donation of Sick Time: Employees may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick time. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of sick leave due to serious illness or injury of themselves or an immediate family member.

Status-

Any employee who volunteers to donate sick leave must donate a minimum of four (4) hours. Any donated sick leave will be converted into dollars (\$) and deposited in the requesting employee's sick bank at that employee's conversion rate. Employees using donated sick leave shall be considered in an active pay status and shall accrue sick leave and be entitled to any benefits to which they would otherwise be entitled.

Employees who request sick leave to be donated must fill out a Sick Leave Donation Request Form obtained from the Lorain City Auditor's Office. Employees who wish to donate sick leave must fill out a Sick Leave Donation Form also provided by the Lorain City Auditor's Office. Forms for said donation of sick time are to be managed by the office of the Chief of Police.

ARTICLE 27
SICK LEAVE BUY BACK

Section 27.1 Beginning on November 15th of each year starting in 2008, all employees who have at least two hundred forty (240) hours of banked sick time accumulated are eligible to participate in a sick leave buy back program. Those employees will be allowed, if they so choose, to sell the sick time they have not used from November 15th to November 14th of the following year at a 2:1 ratio (50% pay). Banked sick leave may not be sold until retirement. This bonus is not subject to the O.P.E.R.S. for either the employee or the Employer.

ARTICLE 28
BEREAVEMENT LEAVE

Section 28.1 Paid leave to attend the funeral of a member of the employee's immediate family shall be granted by the Employer for up to three (3) days. In each instance of leave, the employee shall only be paid for those days on which he was scheduled to work. With the recommendation and approval of the Chief of Police or his designee, bereavement leave may be extended an additional three (3) days, however, this additional time will be subtracted from a time bank of the employee's choosing.

Section 28.2 In order for an employee to be paid, proof of death shall be presented to the Chief of Police upon return to work, but only upon his request.

Section 28.3 For purposes of this Article, immediate family shall be defined as: spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law or sister-in-law. Other relatives living in the same household shall be considered as immediate family.

ARTICLE 29
INJURY-ON-DUTY BENEFITS

Section 29.1 Every full-time employee shall be entitled to apply for benefits under this Article on account of sickness or injury, provided that such disability was occasioned while in the direct line of duty with such determination to be made by the Safety Director and Chief of Police. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay and thereafter, if further approved by the Safety Director and Chief of Police, six (6) months full pay for injury. The benefits shall be computed on the basis of forty (40) hours per week.

Section 29.2 To apply for benefits under Section 29.1 of this Article, written application shall be made to the Director of Safety and Chief of Police accompanied by a certificate from a registered physician stating that such employee is unable to work and

that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Director of Safety and the Chief of Police to approve or reject the application and in doing so; thereafter they may require examination by a registered physician of their selection. Before any employee who has made application to the Chief of Police and Director of Safety for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for Worker's Compensation Benefits or any compensation fund to which the Employer contributes and complete a reimbursement agreement (See Appendix "B"). No employee shall be eligible for Employer-paid injury-on-duty benefits until this requirement has been completed.

Section 29.3 When the employee's application is approved, the Chief of Police and Director of Safety shall place the employee on such benefit status. The Employer will be paid his full benefits as provided in Section 29.1 of this Article until such time as Worker's Compensation begins making payments, then the employee shall reimburse the Employer all back compensation for lost time from such fund and the Employer thereafter shall pay the employee his injury on duty benefits upon timely receipt from the employee of his Worker's Compensation benefits for lost time. Employees shall be entitled to retain Worker's Compensation benefits for temporary and permanent disabilities whether partial or total.

Section 29.4 In the event that an injury or disability requiring the employee to be off work for more than seven (7) calendar days is disallowed by the Compensation Fund, the employee shall be charged with all time lost from work against his accumulated sick leave time to cover either all or part of the time of up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer.

ARTICLE 30 SHIFT DIFFERENTIAL/SHIFT PREFERENCE

Section 30.1 For the purposes of the payment of shift differential, the Employer recognizes three shifts as defined below:

- 1.) Day shift – Any regularly scheduled shift, where more than one-half of the shift is between the hours of 0600 and 1400.
- 2.) Afternoon shift – Any regularly scheduled shift, where more than one-half of the shift is between the hours of 1400 and 2200.
- 3.) Night shift – Any regularly scheduled shift, where more than one-half of the shift is between the hours of 2200 and 0600.

Shifts that cover two of these time periods equally shall be considered to be the later of the two; (i.e., 1000 – 1800 would be considered afternoon shift.) (Refer to MOU dated 2-1-09 for shift differential pertaining to 12.5 hour shifts).

Section 30.2 Employees working on the afternoon or second shift shall receive forty-five (\$.45) cents per hour in addition to their regular rate of pay, and employees working on the night or third shift shall receive fifty (\$.50) cents per hour in addition to their regular hourly rate of pay.

Section 30.3 When a shift vacancy arises, in the corrections department and the Employer needs to fill said vacancy, when all factors are equal, but subject to the reasonable and justifiable operational needs of the Police Department as determined by management, such vacancy shall be filled based upon a correction officer's seniority.

**ARTICLE 31
WAGES**

Section 31.1 The following are wage rates for the Correction Officer's bargaining unit. Effective January 1, 2014 there shall be a two percent (2%) wage increase added to the current wage rate. 2014. Effective January 1, 2015 there shall be a two percent (2%) wage increase added to the January 1, 2014 wage rate. There shall be a wage re-opener for the year 2016. Negotiations for this re-opener shall commence no later than October 1st of 2015.

Corrections Officers:

Effective January 1, 2014		
<u>Start</u>	<u>First Year</u>	<u>Second Year</u>
\$30,430 (\$14.63 hr.)	\$32,780 (\$15.76hr.)	\$35,111 (\$16.88hr)

Effective January 1, 2015		
<u>Start</u>	<u>First Year</u>	<u>Second Year</u>
\$31,033 (\$14.92 hr.)	\$33,447 (\$16.08hr.)	\$35,818 (\$17.22hr)

Wage re-opener for 2016

Section 31.2 Correction officers shall maintain parity with the City of Lorain Dispatch bargaining unit with regard to wages for the duration of this agreement. Any wage increase received by the City of Lorain Dispatch bargaining unit shall be automatically applied to the Correction officers throughout the duration of this agreement.

Section 31.3 Each bargaining unit member shall be entitled to a one time equity adjustment for the year 2010, of three-thousand one-hundred thirty six dollars (\$3,136.00) to be paid the first pay period following the issuance of the Conciliator's award.

ARTICLE 32
NO STRIKE/NO LOCKOUT

Section 32.1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP/OLC recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of Lorain. Therefore:

A. The FOP/OLC agrees that neither its officers, agents, representatives, nor members will authorize, investigate, cause, aid, condone or participate in any strike, work stoppage, sick out, walkout, and slowdown or impede the function of the Employer. In the event that an FOP/OLC member is engaged in a strike activity as outlined above, the FOP/OLC shall upon receipt of written notice from the Employer, immediately, conspicuously post notice over the signature of an authorized representative of the FOP/OLC to the effect that the FOP/OLC has been notified that a violation is in progress and that the FOP/OLC does not condone or sanction any of the activities outlined above, and such notice shall instruct any employees who are engaged in an illegal strike activity to immediately return to work and if the FOP/OLC fails to post such notice, the Employer shall have the right to seek such remedies against the FOP/OLC as are provided by law or this Agreement. Any employee who is engaged in an illegal strike activity who fails to return to work after notification by the FOP/OLC as provided herein, or any employee who participates in or promotes such strike activities as previously outlined, may be discharged or have other disciplinary action taken.

B. The Employer agrees that neither it, its officer, agents, representatives or employees, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the FOP/OLC unless those members shall have violated subsection A of this Article.

Section 32.2 Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees.

ARTICLE 33
LEGAL DEFENSE AND REIMBURSEMENT

Section 33.1 Civil Actions

A. The Employer shall provide for the defense of a bargaining unit member, in any State or Federal court, in any civil action or proceeding to recover damages for injury, death or loss to persons or property allegedly caused by an act or omission of the employee in connection with the performance of his functions as a correction officer (whether governmental or proprietary), if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the

scope of his employment or official responsibilities. The duty to provide for the defense of an employee specified in this Section does not apply in a civil action or proceeding that is initiated by or on behalf of the Employer.

B. Except as otherwise provided in Section 33.1 of this Article, the Employer shall indemnify and hold harmless a bargaining unit employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a State or Federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with the performance of his functions as a corrections officer (whether governmental or proprietary), if at the time of the act or omission the employee was acting in good faith and within the scope of his employment or official responsibilities.

C. The Employer may enter into a consent judgment or settlement and may secure releases from liability for itself or an employee, with respect to any claim for injury, death or loss to persons or property caused by an act or omission in connection with a governmental proprietary function. No employee shall commence an action or appeal of any kind with respect to a decision of the Employer made in connection with this paragraph (C) covering the circumstances or amount of a settlement or consent judgment.

D. If the Employer refuses to provide a member with a defense in a civil action or proceeding as described in Section 33.1 of this Article, the employee may file an action in the Lorain County Court of Common Pleas.

Section 33.2 Criminal Actions

A. (1) In the event a bargaining unit employee is subjected to criminal proceedings for an act or omission of the employee arising out of actions taken within the course and scope of the performance of his duties as a corrections officer and the employee is acquitted of any and all charges, the employee may submit an application to the City Council of Lorain, Ohio for payment of legal fees and costs incurred in connection with the defense of said charges.

(2) Lorain City Council shall consider the applications for legal fees and costs on a case-by-case basis and shall consider the following factors in making its decision on the application:

(a) the extent to which the policies or procedures of the Employer and/or Police Department gave rise to the charges filed against the employee; and

(b) the extent to which the criminal charges filed against the employee were the results of acts or omissions taken by the employee pursuant to direct orders of a superior officer of official employed by the Employer. Lorain City Council may further take into account such other factors as it deems relevant to the application.

Section 33.2 of this Article shall be subject to the grievance procedure, provided however, the arbitrator's authority shall be limited to the determination of whether or not Lorain City Council followed the procedural steps herein. In no event shall the substantive issues of the application or the ordering of reimbursement be subject to the grievance procedure or within the jurisdiction of the arbitrator.

ARTICLE 34
MANAGEMENT RIGHTS/RESPONSIBILITIES

Section 34.1

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall or to reprimand, suspend, discharge, or discipline for just cause, to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed as it relates to recognized activities of the Police Department;
- D. To determine the Police Department's goals, objectives, programs and services, and to utilize Police Department personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including, but not limited to, the assignment of employees, qualifications required, and area worked;
- F. To relieve employees from duty due to the lack of work or lack of funds, which improves the economy or efficiency of the Police Department;
- G. To determine the standards of quality and performance to be maintained in the Police Department;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operations; and,
- L. To determine and implement necessary actions in emergency situations.

Section 34.2 The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified in this Agreement or by law shall remain the function of the Employer.

ARTICLE 35 APPLICABLE LAWS AND REGULATIONS

Section 35.1 All federal, State and local laws and regulations which relate to or affect the operation of the Lorain Police Department and/or relate to or affect the employees in the bargaining unit, except for those laws and regulations which are specifically and legally covered by, superseded by, or in conflict with the terms of this collective bargaining agreement shall continue to be applicable to and binding upon the Employer and the employees in the bargaining unit. Nothing in this Agreement shall be construed so as to limit the rights and liabilities of the parties of this Agreement which are provided by law or regulation, except to the extent those rights and liabilities have been so modified by this Agreement.

Section 35.2 It is the further intent of the parties that no section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 or the local rules and regulations of the Lorain Civil Service Commission shall apply to employees in the bargaining unit, to the extent such matters are specifically addressed in this Agreement. It is expressly understood that the Lorain Civil Service Commission shall have no authority or jurisdiction over matters subject to the Grievance Procedure of this Agreement.

Section 35.3 The parties further agree and stipulate that the arbitrator of any dispute arising out of the terms of this Agreement may consider decisions of Federal and State courts, interpreting the provisions of this Agreement and the laws referenced herein, for their presidential value.

ARTICLE 36 WAIVER IN CASE OF EMERGENCY

Section 36.1 In cases of bona fide emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State legislature, or the Mayor of the City of Lorain, such acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances, or FOP/OLC submissions of grievance.
2. Selected work rules and/or agreements and practices relating to the assignment of all employees; except that it is agreed that there be no loss of premium pay earned as set forth in this Agreement, unless otherwise mutually agreed upon between the parties.

Section 36.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

ARTICLE 37 SEVERABILITY

Section 37.1 This Agreement is subject to all applicable Federal and State laws, and shall be interpreted wherever possible so as to comply with such applicable laws, provisions, or any official decision interpreting them.

Section 37.2 Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the FOP/OLC will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 38 MILITARY LEAVE

Section 38.1 The City of Lorain shall comply with all current State and Federal standards with regard to Military Leave.

ARTICLE 39 DURATION OF AGREEMENT

Section 39.1 This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016. Notwithstanding this time frame, the parties shall re-open Article 22, Insurance Coverage and Article 31, for the purpose of negotiating the 2016 Wage and Healthcare rates. Negotiations shall commence no later than October 1, 2015 on these two issues. All applicable timelines and dispute resolution methods outlined in this Agreement and the ORC shall apply to this re-opener.

Section 39.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such

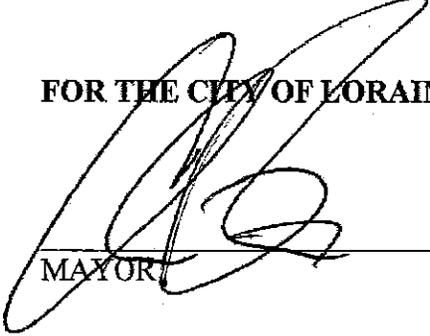
notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 39.3 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement.

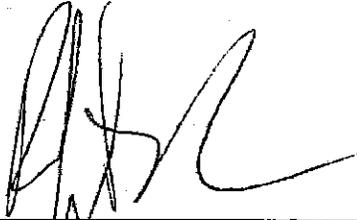
SIGNATURE PAGE

This Agreement is made this 10 day of November, 2014, by and between the City of Lorain, Ohio, a municipal corporation, and the Fraternal Order of Police, Ohio Labor Council, Inc. (Full Time Corrections Officers).

FOR THE CITY OF LORAIN, OHIO



MAYOR



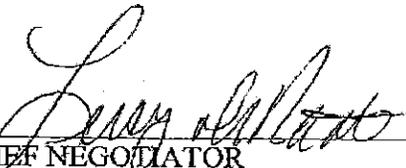
SAFETY DIRECTOR

DESIGNATED REPRESENTATIVE

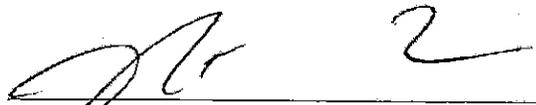
APPROVED AS TO FORM ONLY:

LORAIN CITY LAW DIRECTOR

**FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
FULL TIME CORRECTIONS OFFICERS**



CHIEF NEGOTIATOR



BARGAINING COMMITTEE MEMBER