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**A COLLECTIVE BARGAINING  
AGREEMENT**

between

**The City of Lorain, Ohio**



And

**The Fraternal Order of Police,  
Lodge No. 3**



**Effective January 1, 2014 through December 31, 2016**

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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, Lodge No. 3, hereinafter referred to as the "F.O.P.", 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 F.O.P 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 sworn full time employees in the rank of patrolman, exclusive of all promoted officers and the Chief of Police.

Bargaining Unit Two: All sworn full time employees in the rank of sergeant, lieutenants and captains exclusive of all patrol officers, the Executive Captain and the Chief of Police.

**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:** 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, 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 F.O.P. 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 F.O.P., as long as that activity does not conflict with the terms of this Agreement.

**Section 3.4:** The F.O.P. agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P. and the F.O.P. shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the F.O.P. or involvement in F.O.P. 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**

**Section 4.1:** The Employer agrees to deduct F.O.P 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 F.O.P. membership dues in increments of thirteen (13) pays per calendar year 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 F.O.P. 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 F.O.P. 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 F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

**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 F.O.P.

**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 F.O.P dues.

**Section 4.6:** The parties agree that neither the employees nor the F.O.P 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 F.O.P. 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 members of the F.O.P. shall be required, as a condition of continued employment, to pay the F.O.P. 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 F.O.P. in negotiating and administering the Agreement, and of settling grievances and disputes arising under the Agreement; and 2) the F.O.P.'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:** Prior to the effective date of these Fair Share Fee provisions and the anniversary date of each succeeding year for the term of this Agreement, the F.O.P. shall certify the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the fees of nonmembers during the preceding year. The amount of the Fair Share Fee required to be paid by each nonmember employee in the unit during the succeeding year shall be the amount of the regular dues paid by the employees in the unit who are members of the F.O.P, less each non-member's proportional share of the amount of the F.O.P.'s dues and fees spent on activities not chargeable to such fees in the prior year. One month advance notice must be given to the payroll clerk prior to making any changes in an employee's Fair Share Fee.

**Section 5.4:** 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 5.5:** 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 F.O.P. dues.

**Section 5.6:** 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 F.O.P. 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 F.O.P. The Employee shall furnish to the F.O.P. 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 5.7:** 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 F.O.P. their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

**Section 5.8:** The parties agree that neither the Employees nor the F.O.P. 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 F.O.P. Fair Share Fee deduction would normally be made by deducting the proper amount.

## **ARTICLE 6 UNION REPRESENTATION**

**Section 6.1:** The Employer will recognize three (3) employees selected by the F.O.P to act as Lodge Officers 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 as a Lodge Officer or Grievance Representative until the F.O.P. has presented the Employer with written certification of that person's selection. In addition, the Employer recognizes that the President, Vice-President, and Secretary of the F.O.P. may also process grievances and attend meetings in accordance with the provisions of this Agreement.

**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 F.O.P representative are as follows:

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

2. Lodge Officers or Grievance Representatives shall not leave their assigned work area to conduct F.O.P. business until they have been released by the Chief of Police or his designee. The F.O.P. shall not conduct F.O.P. activities in any work area without notifying the supervisor in charge of that area of the nature of the F.O.P. activity.

3. The F.O.P. Lodge Officers or Grievance Representative shall cease F.O.P, activities immediately upon the request of the supervisor of the area where the F.O.P activity is being conducted, or upon the request of the Chief of Police or his designee.

4. Lodge Officers or Grievance Representatives found to be abusing the rules of this Article may be subject to disciplinary action.

**Section 6.4:** Union Release Time. Delegates appointed by the Union, not to exceed three (3) in number off duty at any one time, shall be granted time off with no loss of pay not to exceed the maximum of twenty (20) eight hour duty days per year, in order to perform their Union functions, including, but not limited to, attendance at conventions, conferences, and seminars. The Union President shall provide forty-eight (48) hour advance notice.

## **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 F.O.P. 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 F.O.P. shall also supply the names of those F.O.P. representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the F.O.P. 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 F.O.P. 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 XXII of this Agreement.

**Section 7.3:** The Employer and F.O.P. recognize and agree that the Employer's present policy regarding the number of police officers scheduled for road patrol on the various shifts at least meets certain minimum standards of safety for police officers and the general public. However,

the Employer and F.O.P. 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, tools, equipment (i.e. body armor), vehicles, facilities, and working methods for its employees. The supervisor will correct unsafe working conditions and see that the safety rules and safe working methods are followed by his/her employees. 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.

## **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 three (3) 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, if not as a 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 Employer and Union will develop jointly 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, a member of the Official Grievance Committee. 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 with 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 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 then (10) day period, the Director of Public Safety 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 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 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. An alleged grievance brought by the Employer shall be submitted to the Official Grievance Committee, through the Local Union President, within five (5) work days of the occurrence that gave rise to the grievance. The parties shall have five (5) work days within which to meet to attempt to resolve the alleged grievance. If the grievance is not satisfactorily resolved, the Employer may make a written request that the grievance be submitted to arbitration within ten (10) work days of the date the parties met.

A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a chief spokesperson 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-arbitratable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitratable. 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. For the duration of this Agreement, the fees and expenses of the arbitrator shall be borne equally by the City and the Union. 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).

**Section 9.10: Special Expedited Arbitration**

A. The parties shall separately choose a panel of three (3) local Arbitrators, all of whom shall be on lists provided by the American Arbitration Association or Federal Labor Mediation Service list of Arbitrators in the State of Ohio. Local shall mean Lorain County and the adjoining Counties.

The six (6) arbitrators shall be expedited arbitration panel used by the parties to settle non precedent issues as well as discipline issues, excluding suspensions greater than five (5) days and discharge issues. The decision of the Arbitrator shall be final and binding upon the City, the Union and all employees involved, except as provided by law.

B. The parties shall exchange their respective choices within thirty (30) days of the execution of this agreement and annually thereafter by December 1 of the calendar year. If either of the parties fails to meet this date, the submitted panel shall comprise the panel in its

entirety for the rolling calendar year. If after the first impaneling of the expedited Arbitrators, both parties fail to meet the deadline for the next year, the panel shall be the existing panel from the previous year.

C. The parties agree to rotate the Arbitrators on a monthly basis within the calendar year, choosing the first Arbitrator by random choice and then by alternate selection for each month thereafter unless mutually agreed to otherwise.

D. The parties agree that the City shall administrate this procedure and schedule the Arbitrator's hearing date, place and time in conjunction with the Local Union President and/or the Chairman of the Grievance Committee.

E. The Arbitration process shall follow the expedited rules of the American Arbitration Association except as limited by the following factors:

1. No pre-hearing briefs shall be submitted.
2. No court recording shall take place.
3. The Arbitrator shall have three (3) working days to submit the decision to the parties.
4. The award of the Arbitrator shall be non-precedent setting.
5. The Arbitrator's fee shall be shared equally.

F. The Right of the Union to advance a grievance to expedited Arbitration is limited to ten (10) days from the date a written answer to the grievance was provided by the Safety Director as provided for in Step 3 of the grievance procedure. The limitations on the authority of the Arbitrator as hereinbefore provided for in this Agreement shall also be applicable to special expedited arbitration.

## **ARTICLE 10 BILL OF RIGHTS**

**Section 10.1:** This article only applies to non-criminal investigations. Complaints filed by a citizen against a police officer that can lead to discipline shall be in writing and signed on a department Citizen Complaint Form. When the supervisor is assigned to investigate the complaint he/she may summarize the essence of the complaint before the complaining party signs same. Unfounded complaints against an officer shall not be included in the officer's personnel file and shall not be utilized in a negative manner toward the officer.

**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 to contact a Lodge Officer or Grievance Representative for the purpose of representation; provided however that "within a reasonable time frame" shall mean two hours or less, unless no

Lodge Officer or Grievance Representative is available. In no event shall an investigation be disrupted where circumstances require immediate action. No Lodge Officer or Grievance Representative shall be permitted to represent a bargaining unit employee where the representative is directly or indirectly involved in the matter under investigation.

**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 continued, 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 10.4 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 at the request of either party.

**Section 10.8:** Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not 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 attorney, when one is involved, 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 attorney 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. If the bargaining unit employee makes a tape of the hearing the Employer will be provided the same opportunity to hear the tapes as provided above and will be provided a transcript if one is made by the Employee.

**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 or his Lodge 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 employee 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 the 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 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.

**Section 10.15:** Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. The employee shall also be advised at reasonable intervals either that the matter is still under investigation or that the investigation has been concluded. All investigations, except those concerning criminal charges, shall be completed within a reasonable amount of time.

**Section 10.16:** Performance Evaluations.

- a) Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent evaluation comments may be made on the record copies once signed by the employee.
- b) If an employee is not satisfied with his performance evaluation rating, he may schedule a meeting with the Division Commander to discuss the rating.
- c) If the results of this meeting are not acceptable to the employee, he must document his/her rationale, for appeal, to the Chief of Police.
- d) Performance evaluations shall not be conducted in an arbitrary and/or capricious manner.

**ARTICLE 11  
DISCIPLINE / CORRECTIVE ACTION**

**Section 11.1:** No non-probationary employee shall be disciplined except for just cause as defined in Ohio Revised Code, Section 124.34. Probationary employees shall be disciplined in accordance with Civil Service laws and regulations and shall have no right to file an appeal of such action through the grievance procedure provided for in this Agreement.

**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 F.O.P, 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;
2. Reduce an employee in pay or position;
3. Demote an employee; or
4. Discharge an employee, for just cause as defined in Ohio Revised Code Section 124.34.

**Section 11.6:** In the case of a suspension, demotion, or discharge, a non-probationary employee may immediately file a grievance at Step 3 of the grievance procedure contained in Article 9 of this agreement. Such Step 3 hearing shall be held within five (5) calendar days of the filing of the grievance and will be answered within three (3) calendar days of the hearing.

**Section 11.7:** In the case of a reprimand (verbal or written), the employee, at his option, may respond to the reprimand in writing on a form provided by the Employer, and such response, if any, shall be attached as a permanent part of the reprimand. A non-probationary employee may file a grievance on the reprimand, but may not take it further than Step 3 of the grievance procedure.

**Section 11.8:** All discipline shall be appealable at the option of the employee through the grievance procedure or to the Civil Service Commission but not both. 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 11.9:** The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

**Section 11.10:** When a department member is charged with or is under investigation for alleged violations of department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the officer's name and the extent of the disciplinary action taken or contemplated until such time as final inter-departmental ruling has been made and served upon the officer. If any of the aforementioned are leaked to the media, it will not negate the Employer's right to proceed with the matter at hand. However, the Employer agrees to make reasonable efforts to formally investigate the unauthorized discloser of information. Further, the Union understands the Employer's obligations under Ohio Public Records Laws and shall not cause or expect the Employer to violate its statutory obligations.

**Section 11.11:** The release of photographs or personal information about any officer in relation to department matters shall not be provided to any news or related service without the consent of the subject officer.

**Section 11.12:** Members of the bargaining unit shall be notified of third party requests to review their personnel files.

## **ARTICLE 12 PROMOTIONS**

**Section 12.1:** All vacancies above the rank of patrolman and promotions in the Lorain Police Department for positions held and work performed by sworn police officers shall be filled in accordance with current Lorain Civil Service rules.

**Section 12.2:** In order to apply for a civil service promotional examination, the officer applicant must have served a minimum of twenty-four (24) months in his/her respective civil service rank, to include the civil service rank of patrolman, sergeant, lieutenant, and captain; and

**Section 12.3:** Promotional eligibility lists certified by the Lorain Civil Service Commission shall be effective for a period of twenty-four (24) months from the date the promotional eligibility list was first engaged, resulting in a promotion from that list; and

**Section 12.4:** In promotional examinations, seniority in service shall be added to the examination grade, but no credit for seniority or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting that extra credit. Credit for seniority shall equal, one percent for each of the first four years of service, and for each of the fifth through fourteenth years of service, six-tenths percent of the total grade attainable; and

**Section 12.5:** The current certified eligibility list for promotion to the civil service rank of sergeant shall be extended for twelve (12) additional months to expire on February 19, 2015, which was subsequently approved by the Lorain Civil Service Commission. (MOU 12-23-2013)

### **ARTICLE 13 NEW HIRED; LAYOFF AND RECALL**

**Section 13.1:** All Police Officers hired on or after January 1, 2008, shall reimburse the Employer for the cost of the Police Academy if the employee leaves employment with the Lorain Police Department within five (5) years of the employee's date of hire and fifteen hundred dollars (\$1,500) for field training expenses if the employee leaves employment with the Lorain Police Department within three (3) years of employment.

**Section 13.2:** Layoff and recall in the Lorain Police Department shall be made in accordance with Rule 8, Sections 8.5 through 8.15, as it applies to Police Officers, contained in the current Lorain Civil Service Commission Rules.

**Section 13.3:** 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.

### **ARTICLE 14 HOURS OF WORK, OVERTIME COMPENSATION, AND INCENTIVE TIME**

**Section 14.1:** The scheduled workweek for some of the full-time, regular employees of the Employer in the bargaining unit shall normally consist of either forty (40) hours per week, and the scheduled work day shall normally consist of eight (8) hours in a twenty-four (24) hour period. For purposes of this Article and these employees, 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 workweek. 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 TeleStaff scheduling system. The scheduled workweek for other full-time, regular employees of the employer within the patrol division shall normally consist of 37.5 hours per week, and the scheduled work day shall normally consist of 12.5 hours in a twenty-four (24) hour period. Shift assignments shall be chosen by rank seniority and shall be posted for the entire calendar year. Assignments may change as the needs of the department may change.

The scheduled work day for some specialized units, based on the departmental needs, may normally consist of ten (10) hour days. The creation of the ten (10) hour work days will be at the discretion of the Chief of Police.

**Section 14.2:** Employees who are assigned to the 8-hour per day shift who are required to work in excess of eight (8) hours in a workday or are required to work by the Employer more than one hundred sixty (160) hours in any twenty-eight (28) consecutive day work period shall be entitled to overtime compensation at time and one-half (1 ½) their regular base rate of pay for all hours actually worked in excess of those hours. Employees who are required to work by the Employer more than 12.5 hours in a day or more than 160 hours in a 28 consecutive day work period shall be entitled to overtime compensation at time and one-half (1 ½) their regular base rate of pay for all hours actually worked in excess of those hours. An employee may not be forced nor may he volunteer to work more than sixteen (16) hours in a day and cannot work more than two (2) consecutive sixteen (16) hour days. 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 hours in advance of any such change.

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 workday 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 purpose of this section, any paid leave time shall be considered time worked.

Employees who are assigned to the 12.5 hour shift will be paid forty (40) hours per week even though they only work 37.5 hours in a week. The City will advance the remaining 2.5 hours knowing the hours will be made up in the required 10-hour training day which is built into the schedule and occurs once in every four (4) week schedule, but in no event will any part of the 10-hour day be considered overtime. Employees will still receive double back benefits if it applies.

The 10-hour training day will be scheduled for the entire year in advance and will be shown on the Tele-Staff schedule at the beginning of the year.

**Section 14.3:** Any employee may, in lieu of cash payments for all actual hours worked in excess of the above-defined overtime thresholds, utilize compensatory time calculated at one and one-half (1 ½) time the excess hours worked. Compensatory time shall be accumulated and used in

accordance with the Fair Labor Standards Act and regulations promulgated pursuant to it. Compensatory time records shall be imputed to the department's record keeping system. 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 accumulate a FLSA compensatory time bank not to exceed three hundred and sixty (360) hours. 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.

**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 40-hour base rate of pay. Payment for accumulated compensatory time shall be made pursuant to procedures mutually agreed upon by the Employer and the FOP, Lodge No. 3.

Any non-scheduled time taken off, such as comp time, single day usage of a holiday or vacation time, SLI, etc., will be deducted and paid hour for hour. For 12.5-hour employees, any employee who fails to complete a required 10-hour training day will have the time deducted from their appropriate time bank. The employee will not receive any compensation for the deducted time since they were prepaid for the 10-hour training day.

**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 regard 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 due to staffing shortage, provisions to first offer overtime to qualified employees on scheduled duty and then to call in qualified employees, but in both cases, based upon the least number of overtime hours accrued, or charged according to procedure, during the current calendar year, except in emergency situations. Overtime will be awarded to the officer that can work the entire vacancy or the majority of the vacancy. (Defined Procedure: Step 1: Officer with the least amount of overtime hours. Step 2: Officer with the availability to work the entire vacancy or a majority of the vacancy.)

2) In the case of special details paid through City payroll, provisions to first offer overtime to qualified 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 Physical Fitness Incentive time, and for the purpose of determining from a group of otherwise qualified

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 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. If there is no apparent volunteer for overtime in the patrol officer's bargaining unit and to avoid forcing an employee to work overtime, a qualified member of the promoted officer's bargaining unit may be permitted to work the overtime instead. No employee shall be forced to work more than four (4.0) hours overtime unless the Employer has taken reasonable measures to contact other employees 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 five (5) employees 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 they cannot return to the roster until the next calendar year. Employees may customize their willingness to work the overtime to specific shifts. Refusals to work overtime offered as a result of being called from this list will not count towards the employee's accumulated overtime hours.

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

**Section 14.6:** Any 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 (assigned) officer shall determine the need for an assisting officer(s).

"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 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:** Any employee who is utilized as a training officer (in the Field Training Officer (FTO) Program) shall receive three (3) hours pay for each day worked.

**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 incentive time for each day in which said homework is required, performed and verified by an instructor.

**Section 14.9:** Members of any Team within the same Platoon may submit a request to change days off with another Officer in the Platoon. Requests must be in writing and signed by both officers and mutually approved in writing by both Team Lieutenants, or Sergeants where there is no Lieutenant assigned to the Team.

**Section 14.10:** Incentive Time.

- a. Beginning January 1, 2015, and perpetually from that point forward, all incentive time outlined in the contract shall be banked paid in cash equivalents, and may not be used as time off.
- b. Such cash equivalent incentives may be accumulated up to a total of one hundred twenty (120) hours per year.
- c. A maximum of forty (40) hours may be carried over at the end of the year.

**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 court appearances 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 1 ½ 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:** Employees who voluntarily respond to police calls on off-duty times shall be compensated on an hour-for-hour basis for any hours actually worked provided his response was deemed necessary by the Officer In Charge. The applicable rate of pay shall be in accordance with the provisions of Article 14 of this Agreement.

**Section 15.4:** 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 12 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 per diem rate will be in accordance with the United States General Service Administration per diem rate for the city of travel 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:** The Employer shall establish an On-Call Roster for purposes of distribution of on-call duty hours. Such roster shall be established among classifications by the specific bureaus and details within the Police Department.

**Section 16.4:** Subject to the limitations set forth hereafter any employee who is placed on a "stand-by status" by the Employer shall be paid two (2.0) hours straight time pay or credited with two (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 two (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.

**Section 16.5:** K-9 officers will receive eight (8) hours FLSA compensatory time per month for care and kenneling of their assigned dogs.

**Section 16.6:** Each member of the Detective Bureau will receive eight (8) hours of incentive time for each week they are placed on call. Each member of the Traffic Bureau will receive eight

(8) hours of personal time for each week they are placed on call. (Contractual Note: Personal Time is defined as "on-call" hours that can be taken off.)

**Section 16.7:** Each SWAT (which includes SWAT Hostage Negotiators) member will receive 48 hours of incentive time per year for being on call and performing hazardous duties. This will be credited quarterly at twelve (12) hours per quarter.

**Section 16.8:** Each Dive Team, Narcotics, Bomb Squad, and K-9 Unit member will receive fifty dollars (\$50.00) per month for being on call and performing hazardous duties.

## **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.

Seniority and availability will be the main factor in determining who should be entitled to higher position pay. However, a creation of a vacancy will not automatically create a need for a temporary substitution to a higher rank. The below list of Divisions/Assignments indicate which positions will be automatically and non-automatically create a need for a temporary substitution.

**Section 18.2:** Automatic higher position increase within Division/Assignments:

- a. Teams assigned to regular road patrol
- b. Detective Bureau (weekdays only)
- c. Traffic Bureau (weekdays only)
- d. Narcotics Bureau (weekdays only)

**Section 18.3:** Non-Automatic increase to higher position:

- a. Support services
- b. Chief's Office staff Sergeant
- c. Office of Professional Standards
- d. Crime Analysis Sergeant
- e. Community Impact Unit

**Section 18.4:** In instances where the temporary promotion is not automatic on a daily basis, there will be a temporary assignment to a high rank when a vacancy occurs during the regular work days for more than two (2) days or the Division Commander determines that the higher position pay is warranted. In both cases, seniority and availability will be the deciding factor into who will assume the responsibility of the acting Officer in Charge and receive the higher position pay.

**Section 18.5:** This section does not negate the management right to make assignments per department need.

**ARTICLE 19  
LONGEVITY**

**Section 19.1:** Longevity will be capped at \$225 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.

<b>Years of Service</b>	<b>Years x \$225.00</b>	<b>Years of Service</b>	<b>Years x \$225.00</b>
3	\$675.00	12	\$2700.00
4	\$900.00	13	\$2925.00
5	\$1125.00	14	\$3150.00
6	\$1350.00	15	\$3375.00
7	\$1575.00	16	\$3600.00
8	\$1800.00	17	\$3825.00
9	\$2025.00	18	\$4050.00
10	\$2250.00	19	\$4275.00
11	\$2475.00	20	\$4500.00

**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:

<b>LENGTH OF SERVICE</b>	<b>VACATION HOURS</b>
1 year but less than 7 years	80 hours
7 years but less than 13 years	120 hours
13 years but less than 22 years	160 hours
22 year or more	200 hours

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

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

**Section 20.2:** The Chief of Police shall have jurisdiction over the scheduling of vacation and shall have, in time of emergency, authority and suspend, postpone or cancel vacation days.

Employees of the Police Department should make every attempt to use their vacation days in the year they earn them. The Chief of Police is encouraged to allow employees of the Police Department to take their vacation each year.

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

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

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

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

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

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

## **ARTICLE 21 HOLIDAYS**

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

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

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 (104) hours, which time of shall be given at the discretion of the Police Chief; provided, however, employees shall have ten (10) days [eighty (80) 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 off, during the calendar year for the purpose of providing release from duty, when required, due to duty-related stress. (Contractual Note: 8 hour employees will receive 8 hours of stress time, 10 hour employees will receive 10 hours of stress time, and 12.5 hours employees will receive 12.5 hours of stress time.) 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 incentive time 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 INSURANCE COVERAGE**

**Section 22.1:** All health, vision, prescription drugs, and dental benefits coverage levels in effect on the date of execution of this agreement will be continued in full force and effect for the duration of this agreement, unless otherwise mutually agreed upon.

The City of Lorain agrees to provide equivalent medical insurance coverage at or above the previous benefit levels, including vision coverage, prescription drug coverage, and dental coverage for all members of the bargaining unit.

There shall be one COBRA rate determined by the Plan Administrator, and that rate shall be determined on an annual basis and shall be comprised of the sum total of all city employees' medical, prescription, vision and other insurance costs as provided under federal and/or state law.

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

**Section 22.3:** Beginning 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 Family Coverage.  
(\$15.00 non-tobacco use discount. \$15.00 completion of a physical discount)

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

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

**Section 22.5 A:** The City of Lorain will continue to provide for the administration of a Section 125 "Cafeteria Plan". This Cafeteria Plan will have an Open Enrollment period each January. The plan shall allow for employee pre-tax contributions to a Medical and/or Dependent Care Savings Account.

**Section 22.5 B:** Health Care Committee: As soon as practicable, a Health Care Committee shall be formed. Not less than ninety days prior to the date of the renewal of the City's health insurance, the City will meet with one member of each bargaining unit to review the insurance plan and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make a recommendation to the Mayor or his designee regarding a possible insurance alternative.

**Section 22.5 C:** The City shall provide all Bargaining Unit members with a copy of the current medical and benefits plan within 120 days of the execution of this agreement. Any updates or changes to an equivalent plan shall be given to all Bargaining Unit members within a reasonable amount of time.

**Section 22.5 D:** The City agrees to keep all insurance plan money separate from other City money, and shall pay all insurance plan premiums and bills in a prompt and timely manner.

The City will abide by any applicable state or federal regulations with regard to the administration of employee health and medical insurance coverage, however, the parties agree that ERISA is not an applicable federal regulation at this time. (Refer to Paragraph 37,036 Governmental Plans; State, local, and regional agencies.)

The City shall require that any "in house" or third party administrator of the Medical Insurance Plan will adhere to the following guidelines and will allow a bargaining unit Member an appeal provision that will include allowing a bargaining unit claimant to:

A. Request from the Plan Administrator or Third Party Administrator a review of the eligibility status for any claim denied in whole or in part.

B. Request from the Plan Administrator or Third Party Administrator a review of any claim payments for that bargaining unit member. Such requests shall include the name of the Employee and the Social Security Number, the name of the patient and Group Identification number, if any.

C. File his request for review in writing, stating in clear and concise terms the reason or reasons for the disagreement with the handling of his claim.

D. The request for review shall be directed to the Plan Administrator or the Third Party Administrator within 60 days after the claim payment date or the date of the notification of denial of benefits.

E. A review of the denial will be made by the Plan Administrator or the Third Party Administrator and the Plan Administrator or the Third Party Administrator shall provide the claimant with a written response within 60 days of the date he receives the claimant's request for review. The Plan Administrator or the Third Party Administrator's response to the claimant shall, if the denial is upheld, cite the specific Plan provision(s) upon which the denial is based.

F. If the claimant is not satisfied with the adjustment of any claim as provided herein, a grievance may be filed directly to Step 3 of the grievance procedure of this Agreement.

G. In addition to the above and in the interest of encouraging employees to assist in the monitoring of the health insurance plan, the following Hospital Self Audit Incentive Service shall apply to the Health Insurance Plan for all bargaining unit members:

This service is payable in the event that a covered person discovers a billing error in a hospital or health care provider statement representing a claim for charges covered under the Plan.

The deductible and coinsurance level otherwise applicable in a calendar year will be adjusted to the extent necessary to reduce the "out of pocket expenses" of the covered person or the covered person will receive twenty five percent of the Plan's savings resulting from the discovery of an overcharge by the hospital and all medical providers, whichever amount is greater.

#### **Section 22.6: Enrollment Criteria/General Information**

1. For medical insurance, an open enrollment period shall be held every December/January. If an employee does not enroll in the medical insurance plan at the time he/she is first eligible, a ninety (90) day waiting period may be required before coverage is effective. Coverage shall be effective the first of the month following the 90 day waiting period. Pre-existing condition exclusions shall apply.

2. If an employee and/or his/her dependents involuntarily lose insurance coverage(s) from any other plan, that employee and/or Spouse and/or dependents are automatically eligible to

enroll in the City's insurance coverage(s) with no pre-existing condition exclusions or waiting period. Notification of loss of insurance coverage(s) must be received by the Payroll Department within thirty (30) days of the loss of insurance coverage(s). If not received within thirty (30) days, pre-existing conditions and a waiting period may apply. Premium payments and insurance coverage(s) will begin the first of the month following notification or the first of the month following loss of insurance coverage(s), whichever is later. Written verification indicating date of loss of insurance coverage(s) from the previous employer shall be required.

3. For any insurance coverage, an employee already enrolled in the plan may switch from single to family coverage, or family to single, due to changes in marital status and/or additions and deletions of family members. Notification must be received in writing, by the Payroll Department within thirty (30) days of the event in order for there to be no waiting period and pre-existing conditions exclusion. After thirty (30) days from the event, the ninety (90) day waiting period and pre-existing conditions and exclusions policy will apply.

4. Health Plans, optional insurance coverage (life, cancer, accident, etc.), must have a minimum of 10% of the bargaining unit participation in order to maintain a payroll deduction status. All participants shall have 30 days' notice of coverage that no longer qualifies for availability through payroll deduction.

5. New employees will be eligible the first day of the month after they are hired, provided proper enrollment forms are completed and turned in to the Benefits Manager. Pre-existing condition rules apply. Forms should be turned in within the first two weeks of employment.

6. The City of Lorain provides Spousal coverage as a Secondary Payer. The City of Lorain will be the Primary Payer if the Spouse is not eligible for coverage elsewhere, or, if the reimbursement cost of the Spousal coverage is, in the opinion of the City's Plan Administrator detrimental to the financial integrity of the City of Lorain's Health Plan. Spouses provided coverage with their employer must elect coverage as provided herein.

The City of Lorain will not reimburse Spouse's contributions for elective, dental, life insurance, vision, disability, family, or a "high level" plan if a lesser-cost option is available.

If a Spouse is considered a "part-time" employee, the City as Primary, would cover him/her under the City's family coverage benefits.

Those Spouses who have elected other employer coverage will still be eligible for those benefits offered by the City under family coverage, that was not covered by their employer's coverage; i.e., prescription drug, vision, Flex account, etc.

Spouses will be reimbursed for their contributions on a quarterly basis with the Spouse providing proof of coverage and proper documentation of their contributions.

Should a Spouse no longer be eligible for benefits from their employer due to a qualifying event (full to part-time status, coverage of employer is no longer available, the City's Plan

Administrator deems reimbursing contributions are detrimental to the City's Plan, termination of employment, etc.), the Spouse will be covered under the City's family coverage.

Waiting limits and pre-existing conditions will be waived, providing the Spouse notifies the City's Benefits Department of such change within thirty (30) days of occurring event.

See Attachment C regarding Spousal Reimbursement

7. Additions, changes and annual enrollment forms must be returned in thirty (30) days. Coordination of Benefits (COB) is applicable to ALL benefits. Requested COB information must be furnished or the City will be a secondary payer.

8. The co-insurance out of pocket maximum (excluding deductible and copays) will be \$1,000.00 single/\$2,000.00 family, for network; \$2,000.00 single/\$4,000.00 family for non-network (See Benefit Option 1 Schedule of Benefits).

9. Charges above reasonable and customary do not count towards this out of pocket maximum.

10. The Lifetime Health Claims maximum under Benefit Option 1, which consists of Medical and Prescription Drug, is \$1,500,000 per participant.

11. The comprehensive benefit period deductible is \$300.00 single and \$600.00 family, for network services; \$300.00 single \$600.00 family for non-network. Other deductibles and copays are identified in the Benefit Option 1 Schedule of Benefits.

12. Plan changes that occur and are detected as enhancement, or reductions in benefits, due to errors, misunderstandings, or misinterpretations, of the claims administrator, will not become grandfathered or past practice inclusions, unless the enhancements or reductions are specifically negotiated.

**Section 22.7:** Each member of the Bargaining Unit who is actively employed by the City shall be entitled to Group Life Insurance Coverage in the face amount of twenty-five thousand dollars (\$25,000), with the cost of premiums for such coverage to be borne by the Employer. An employee who elects to retire and who has completed twenty (20) or more years of service with the Employer shall be entitled to Group Life Insurance in the face amount of fifteen thousand (\$15,000.00), with the cost of premiums for such coverage to be borne by the Employer.

In addition to the above, the Employer shall continue to provide an Accidental Dismemberment and Accidental Death Policy in benefit amounts at least equivalent to those in effect on December 31, 1994 without cost to the Employees.

**Section 22.8:** In the event that an employee dies, that employee's spouse and family shall continue to be provided full medical and vision benefits for a period of one (1) year following the employee's date of death.

**Section 22.9:** Each employee shall be entitled to Group Life Insurance coverage in the face amount of twenty-five thousand dollars (\$25,000.00) with the cost of premiums for such coverage to be borne by the Employer. In the event an employee is killed directly in the line of duty and the Group Life Insurance does not pay the \$25,000 insurance coverage the City shall pay a death benefit in the amount \$25,000. In the case of suicide which occurs within two (2) year of an employee's initial date of hire no death benefit will be paid. An employee who elects to retire, and who has completed twenty (20) or more years of service with the Employer shall be entitled to a death benefit in the face amount of \$15,000.00.

**Section 22.10:** Each member of the bargaining unit shall be entitled to Personal and Bodily Injury Liability Insurance coverage with the costs of premiums for such coverage to be borne by the Employer in the following amounts:

Each person: \$500,000  
Each incident: \$500,000  
Aggregate: \$500,000

### **ARTICLE 23 CLOTHING ALLOWANCE**

**Section 23.1:** All full-time employees in the bargaining unit shall be entitled to the sum of nine hundred dollars (\$900.00) each year for the purchase of regulation uniforms and equipment as prescribed by the Chief of Police.

**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.

**Section 23.4:** Annually and payable on or before December 1st, each bargaining unit member shall be entitled to an allowance for uniform maintenance of two hundred fifty dollars (\$250.00). The maintenance allowance is in addition to the purchase allowance set forth above.

**Section 23.5:** Employees hired after January 1, 2014, as part of their initial uniform issue will be provided with a "Class A" uniform, as prescribed by the Chief of Police. The "Class A" uniform will consist of:

- (a) Flying Cross Poly Blouse with hooks.
- (b) Flying Cross gray slacks (includes 1" navy cloth striping).
- (c) Shirt – Long sleeve, white ploy cotton.
- (d) Clarino duty belt with suicide strap.
- (e) Clarino covered holster
- (f) Clarino cuff case
- (g) Clarino thorogood shoes
- (h) Lorain Police Department patches and flag.

**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 by each year of service. For example; if an officer takes a class in 2008 that cost \$2,000, they have a 5-year commitment from the time of reimbursement. If they leave prior to the end of that five (5) year commitment, the prorating would be as follows: after 1 year, \$1,600; 2 years, \$1,200; 3 years, \$800.00; 4 years \$400.00; and, 5 years, \$0. This section will take effect for any reimbursement commencing in 2008 and thereafter.

A. Approved criminal justice/crime related field of study courses that will tend to improve the employee's performance in his current position; or

B. Approved criminal justice/crime related field of study courses that will help prepare the employee for future assignments with the Employer for which the employee might reasonably be expected to qualify; or

C. Approved criminal justice/crime related field of study courses that are part of a curriculum leading to a degree in the fields listed below.

- (a) Police Science/Police Administration
- (b) Criminal Justice/Criminal Justice Administration
- (c) Criminology
- (d) Forensic Science/Criminalistics
- (e) Juvenile Science
- (f) Corrections/Correctional Administration/Probation-Parole
- (g) Criminal Justice Planning/Evaluation
- (h) Judicial Management/Court Administration
- (i) Behavioral Science/Psychology
- (j) Business and Public Administration
- (k) Social Services

- (l) Financial/Accounting
- (m) Computer Informative Services

**Section 24.3:** Employees will be permitted to enroll in either credit or non-credit regular courses offered by accredited and approved colleges and universities and seminars and workshops specifically conducted for the benefit of law enforcement personnel. Since only non-work-hour courses are eligible for approval under this program, a schedule will be approved only when it is reasonably certain that the course work will not affect the employee's health or job performance. Approval of the course work must be obtained from the Employer at least one (1) month prior to the first meeting of the class.

**Section 24.4:** The City shall reimburse up to a maximum of \$20,000.00 per year to employees any cost for tuition upon successful completion of courses taken in the field of Criminal Justice/crime related fields of study as defined in Section 24.2. For purposes of this Section "satisfactory 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.

When a member of the FOP bargaining unit member qualifies for educational reimbursement, the member shall be reimbursed at the current Lorain County Community College rate for classes at the credit hour rate charged by the college at the time the class was taken by the FOP member.

**Section 24.5:** A bargaining unit employee shall receive a stipend of One hundred (\$100.00) per month for successful completion of an Associate's Degree and One Hundred Fifty Dollars (\$150.00) per month upon successful completion of a Bachelor's Degree. The degrees must be from an accredited college or university.

**Section 24.6:** 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 24.7:** Master Police Officer Educational Requirements. A bargaining unit member who has received highly specialized and technical training delineated below shall receive a monthly educational stipend.

- A) Master Police Officers who have received highly specialized and technical training for their current assignments shall receive a stipend of seventy-five (\$75.00) dollars, per month for their active specialized services to the City. Specialized/technical training shall consist of one (1) of the following:

<b>Specialized Training Qualifications: Active Master Police Officer</b>	
1.	Master Evidence Technician
2.	Homicide Investigator
3.	Traffic Accident Reconstructionist
4.	Narcotics/Special Investigation Detective
5.	FBI Academy Graduate
6.	PEALS Leadership Program Graduate

B) Master Police Officers, with a minimum of twelve (12) years of law enforcement experience, who have received specialized training, and who have served in their respective roles at one time, shall receive a stipend of fifty (\$50.00) per month for their master police officer qualifications. Officers meeting three (3) of the listed qualifications will receive the educational stipend.

<b>Specialized Training Qualifications: Qualified/Senior Master Police Officer</b>	
1.	Detective
2.	Traffic Accident Reconstructionist
3.	Basic Evidence Technician
4.	Crisis Intervention Officer
5.	SWAT/Hostage Negotiations Member
6.	Bomb Squad Member
7.	K-9 Officer
8.	Sergeant
9.	School Resource Officer
10.	Senior Data Master Operator
11.	Field Training Officer

## ARTICLE 25 PENSION PICK-UP

**Section 25.1:** Within a reasonable period of time after written approval of the Internal Revenue Service and the Police and Fire Fighters Pension Fund, the Employer will pick up the employee's 11.50% contribution in 2014 and 12.25% contribution in 2015, to the Police and Fire Fighters 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 Police and Fire Fighters Pension 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 Police and Fire Fighters 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.

**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 workers' 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 shall be paid:

One hundred percent (100%) of 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 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 a maximum of nine hundred and sixty (960) hours of accrued sick leave at the employee's base rate of pay with less than twenty (20) years of service.

Employees with less than ten (10) years of service will not receive a payout for any unused sick time upon separation, except in the cases of death or service related disability.

Years of service, for purposes of this Article, shall be as determined by the Police and Fire Pension Board.

**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.

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 INCENTIVE**

**Section 27.1:** Incentive Leave. Each employee shall earn one-half (1/2) day, four (4) hours, of incentive leave or "bonus time" for each calendar month worked without any incidents of lost time. An incident of lost time means any calendar day on which an employee is absent from work for any amount of time due to an unexcused absence or upon the occurrence of a second unexcused tardiness in any calendar month for which the employee receives a written infraction note. However, in the event an employee should establish excessive unexcused absentee problems, the following provisions should apply:

An employee who receives a written warning or written reprimand for abusive absenteeism shall not earn "bonus time" for the month during which said warning or reprimand was issued. Said employee shall be required to provide medical documentation for each absence for a period of one (1) year from the date of the warning or reprimand or for any subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time.

For the purpose of this Section, approved Bereavement Leave shall not be counted as an incident of lost time.

**Section 27.2:** The Chief of Police shall have jurisdiction over the scheduling of an employee's request for bonus time off and, in time of emergency or in consideration of the operational needs of the Police Department, have the authority to suspend, postpone or cancel bonus time off.

**Section 27.3:** Each employee shall notify the Chief of Police in writing of each manner in which he wishes to convert his unused bonus time. An employee may either convert his bonus time to cash at one-half (1/2) the value of his accumulated but unused bonus time or convert his bonus to sick leave at the full value of his accumulated but unused bonus time. Unused bonus time may be carried over for a period of one (1) year, i.e., bonus time earned but not used in calendar year 1989 may be carried over to calendar year 1990 and so on through the duration of this Agreement. The maximum amount of bonus time which may be converted to cash in any one year shall be twelve (12) days.

## **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 or significant other/domestic partner, 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 Workers' Compensation Benefits or any compensation fund to which the Employer contributes and complete a reimbursement agreement. 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 Workers' 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 Workers' Compensation benefits for lost time. Employees shall be entitled to retain Workers' 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 shifts as defined below:

For 8-hour per day employees:

- 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.

For 12.5-hour per day employees:

- 1) Day shift -- Any regularly scheduled shift, where more than one-half of the shift is between the hours of 0600 and 1800.
- 2) Night shift -- Any regularly scheduled shift, where more than one-half of the shift is between the hours of 1800 and 0600.

Shifts that cover two of these time periods equally shall be considered to be the later of the two.

**Section 30.2:** Employees working on the afternoon or second shift shall receive forty cents (\$.40) per hour in addition to their regular rate of pay, and employees working on the night or third shift shall receive seventy cents (\$.70) per hour in addition to their regular hourly rate of pay.

**Section 30.3:** When a shift vacancy arises, either in the patrol officer or promoted officer ranks, 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 an officer's seniority. For promoted officer's positions, seniority for this purpose shall be by earliest date of current promoted rank. In the interest of officer safety, Class "C" and probationary patrol officers are excluded from this section, and may be assigned as determined by the Department.

**Section 30.4:** Employees of the bargaining unit, to include sergeants and lieutenants, who are assigned to any subdivision or unit of the Department that provides services for more than one

shift per day, shall be able to choose their shift of preference based on seniority, unless the Department can demonstrate a specific and reasonable operational or functional need which requires an employee with certain skills, responsibilities, or duties to be assigned to a particular shift. In the interest of officer safety, Class "C" and probationary patrol officers are excluded from this section, and may be assigned as determined by the Department.

Annual human resource allocation and distribution decisions for the shift assignments will be determined based on available Class "A" and Class "B" patrol officers. Remaining Class "C" and probationary officers will be assigned as needed.

### **ARTICLE 31 WAGES**

**Section 31.1:** Effective January 1, 2014, each member of the bargaining unit shall be entitled to a two percent (2%) increase in his base rate of pay.

Effective January 1, 2015, each member of the bargaining unit shall be entitled to a two percent (2%) increase in his base rate of pay.

The City of Lorain and the Fraternal Order of Police will re-open negotiations for wages for the 2016 contract year.

**Section 31.2:** The rank differential in the Promoted Officer Unit shall be fifteen percent (15%), in each classification as delineated above.

Effective January 1, 2016, the Promoted Officer Unit will be entitled to a one percent (1%) increase in rank differential.

**Section 31.3:** The following levels of pay applicable to new hires on or after the date of executing this agreement are as follows:

Entry-level officers – Academy	Seventy-five (75%) of base salary
Entry-level officers - Probationary	Eighty percent (80%) of base salary
After twelve (12) months service -	Ninety percent (90%) of base salary
After twenty-four (24) months of service	Ninety-five percent (95%) of base salary
After thirty-six (36) months of service	One hundred percent (100%) of base salary

<b>2014</b>	
<b>Position</b>	<b>Hrly rate</b>
Patrolman – Academy	\$17.4553
Patrolman - Probationary	\$20.8717
Patrol C	\$23.2738
Patrol B	\$24.4808
Patrol A	\$25.6827
Sergeant	\$29.5352
Lieutenant	\$33.9654
Captain – Union	\$39.0603

<b>2015</b>	
<b>Position</b>	<b>Hrly rate</b>
Patrolman – Academy	\$17.8044
Patrolman - Probationary	\$21.2891
Patrol C	\$23.7392
Patrol B	\$24.9704
Patrol A	\$26.1963
Sergeant	\$30.1259
Lieutenant	\$34.6447
Captain – Union	\$39.8415

<b>2016</b>	
<b>Position</b>	<b>Hrly rate</b>
Patrolman – Academy	TBD
Patrolman - Probationary	TBD
Patrol C	TBD
Patrol B	TBD
Patrol A	TBD
Sergeant	TBD
Lieutenant	TBD
Captain – Union	TBD

**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 F.O.P. 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 F.O.P. agrees that neither it, its officers, agents, representatives, or members will authorize, investigate, cause, aid, condone or participate in any strike, work stoppage, sick out, walkout, slowdown or any other employee of the Employer. In the event that an F.O.P. member is engaged in a strike activity as outlined above, the F.O.P. shall upon receipt of written notice

from the Employer, immediately, conspicuously post notice over the signature of an authorized representative of the F.O.P. to the effect that the F.O.P. has been notified that a violation is in progress and that the F.O.P. 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 F.O.P. fails to post such notice, the Employer shall have the right to seek such remedies against the F.O.P. 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 F.O.P. 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 F.O.P. 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 police 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 police 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 police 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 or official employed by the Employer. Lorain City Council may further take into account such other factors as it deems relevant to the application.

B. 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  
PRESENT BENEFITS AND PAST PRACTICES**

**Section 34.1:** All present benefits and past practices in effect prior to this Agreement and not covered by, in conflict with or superseded by this Agreement shall remain in full force and effect, unless and until changed in writing by mutual agreement of the parties.

**Section 34.2:** This provision shall not be construed to apply to disciplinary actions nor shall it be construed to require a minimum number of sworn officers within the Police Department.

**ARTICLE 35  
MANAGEMENT RIGHTS/RESPONSIBILITIES**

**Section 35.1:**

- 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 35.2:** The F.O.P 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 36 APPLICABLE LAWS AND REGULATIONS**

**Section 36.1:** 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 36.2:** 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. The Lorain Civil Service Commission shall continue to have authority and/or jurisdiction over those matters set forth in Appendix A which is hereby incorporated into this Agreement.

**Section 36.3:** 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 precedential value.

### **ARTICLE 37 WAIVER IN CASE OF EMERGENCY**

**Section 37.1:** 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 F.O.P. 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 37.2:** 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 38 MISCELLANEOUS CONTRACT PROVISIONS**

**Section 38.1: Residency.** All bargaining unit members hired on or after January 1, 2001, shall become residents of the State of Ohio within one (1) year of employment and agree to maintain residency within the State of Ohio for the life of this Agreement.

**Section 38.2: Military Leave.** Bargaining unit members are entitled to thirty-one (31) calendar days for regular military drill without loss of pay or benefits. If a unit member is involuntarily called to active duty he/she is entitled to receive a pro-rated amount equal to his/her lowest gross annual earnings over the previous three (3) years, minus his/her earnings received from the military. If a member volunteers for active service he/she shall be entitled to only his/her 248 hours or thirty-one (31) days for regular military drill and only one (1) month of regular benefits. If the voluntary duty carries past one (1) month then the bargaining unit member has the option of paying for his/her insurance at City determined Cobra premium. Evidence of the published order authorizing such military duty shall be submitted to the City as soon as it is available to the bargaining unit employee. The policy currently in place whereby employees have not submitted reimbursement for pay received while on duty to the City will remain in effect until bargained for otherwise.

**Section 38.3: Handgun Purchase.** Upon normal service retirement, duty-related disability retirement, or a non-duty related disability retirement and vested, as deemed by the Police/Fire Pension System, with the City, an employee will have the option of purchasing their currently assigned handguns, both on-duty and off-duty, for the sum of \$1.00 each. However, the employee is not eligible to purchase said weapon if the retirement is based on a mental condition or a mental disability. Said employee will also receive a Lorain Police Department Retirement Badge, or if the employee has attained the rank of "Badge 1" he will receive his currently assigned breast badge, as a reward for dedicated service, at the Department's expense.

**Section 38.4: Take Home Cruiser Plan.** The City of Lorain agrees to maintain a Support Car Program under the administration of the Chief of Police.

**Section 38.5: Payment of Accumulated Time.** Rather than receiving payment for all accumulated time owed at or around the time of retirement, resignation, or separation, any member can request that all accumulated time owed be paid in equal, annual installments for up to three (3) years following the member's retirement, resignation, or separation from employment with the City.

## **ARTICLE 39 PHYSICAL FITNESS PROGRAM**

Section 39.1: A voluntary physical fitness program is in effect as approved by the Chief of Police and attached as Exhibit B. The test shall be scheduled and administered quarterly to determine physical fitness. Participants must successfully complete the minimum standard in each event to be credited with the passing of the fitness test. The test will be given to all those who volunteer on a quarterly basis. Those who do not pass the test must wait until the next regularly scheduled test. No compensatory time or overtime will be given to participants for taking the test.

Section 39.2: Successful completion of the described tests in Exhibit B shall entitle the successful participant with the designated pay or incentive time for the respective test that they

passed in the respective quarter. Said option shall be exercised and credited immediately upon successful completion of the test.

#### **ARTICLE 40 SEVERABILITY**

**Section 40.1:** 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 40.2:** 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 F.O.P. 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 41 DURATION OF AGREEMENT/ RE-OPENER CLAUSE PROVISIONS**

**Section 41.1:** 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 (Wages) with an effective date of January 1, 2016. All applicable timelines and dispute resolution methods outlined in this Agreement and the ORC shall apply to this re-opener.

**Section 41.2:** 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.

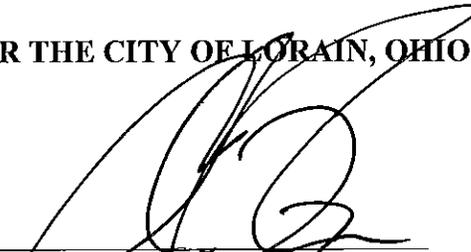
**Section 41.3:** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the 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 F.O.P. and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the F.O.P. 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.

**Section 41.4:** The parties may, by mutual agreement, re-open negotiations at any time during the term of this Agreement. The parties may also, by mutual agreement, enter into various letter agreements or memoranda of understanding during the life of this Agreement, in order to execute any mutually agreed upon changes or to mutually clarify the meaning of any provision of this Agreement. Said letter agreements or memoranda of understanding, if reached, shall be signed by authorized representatives of the Employer and the Union and shall become part of this Agreement under the terms so specified.

**EXECUTION**

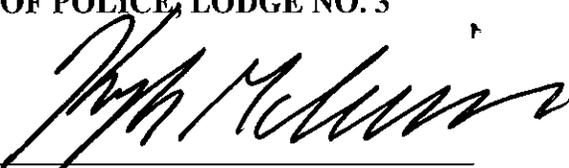
IN WITNESS WHEREOF, this Agreement is made this 23rd day of June, 2014, by and between the City of Lorain, Ohio, a municipal corporation, and the Fraternal Order of Police, Lodge No. 3.

**FOR THE CITY OF LORAIN, OHIO**

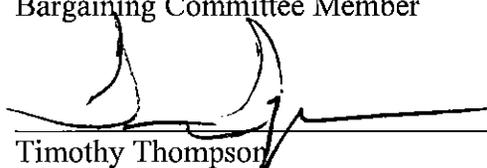
  
\_\_\_\_\_  
Chase Ritenauer  
Mayor

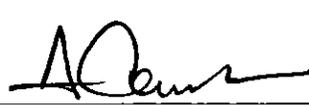
  
\_\_\_\_\_  
Robert Fowler  
Safety Service Director

**FOR THE FRATERNAL ORDER  
OF POLICE, LODGE NO. 3**

  
\_\_\_\_\_  
Kyle Gelenius  
President, FOP Lodge No. 3

  
\_\_\_\_\_  
Buddy Sivert  
Bargaining Committee Member

  
\_\_\_\_\_  
Timothy Thompson  
Bargaining Committee Member

  
\_\_\_\_\_  
Allan Cornwell  
Bargaining Committee Member

**APPROVED AS TO FORM ONLY:**

  
\_\_\_\_\_  
Patrick Riley, Esq.  
Lorain City Law Director

  
\_\_\_\_\_  
Robert M. Phillips, Esq.  
General Counsel, FOP Lodge No. 3

## **Attachment A Spousal Coverage**

There have been a number of questions regarding Spousal Coverage. The simplest way to define the negotiated agreement is to say that the City of Lorain will be a secondary payer for the employee's Spouse, unless they are not eligible for coverage elsewhere.

The following questions and answers may help you understand what is required and how this program works:

Q/1: Does my Spouse have to take Family coverage with her employer?

No, even if you have no children, you would still carry Family coverage with the City and include your Spouse in your City coverage. The City would then pay as a Secondary Payer, thus paying those medical costs not covered by your Spouse's plan, which would be covered under the City's plan, copays, deductibles, prescription drugs, vision.

Q/2: Does my Spouse have to take his/her employer's dental, vision, and drug coverages?

No. The City only requires that Single Medical coverage be elected by the Spouse: however if the City implements a prescription drug coordination plan than spouses may be required to obtain prescription coverage in addition to single medical coverage. The City will not reimburse your Spouse for any coverages he/she may elect to take, other than medical and prescription drug if the City of Lorain implements a prescription drug coordination of benefits plan.

Q/3: What if my Spouse's employer only offers an HMO?

As it is almost impossible to coordinate benefits with an HMO, and an HMO is the only plan your Spouse's employer offers, the City would not require him/her to elect their employer's coverage.

Q/4: As a part-time employee, my Spouse has to pay a greater share of the premium than the employer's full time employees.

If your Spouse does not meet the requirements of his/her employer for full time status, your Spouse would not be required to elect his/her employer's single health coverage.

Q/5: If my Spouse elects medical coverage with his/her Employer, will she/he still be eligible to use my City prescription card, vision plan and Flexible Spending Account?

Yes. The city is only asking that your Spouse's employer take the responsibility of being the Primary Payer for their employee's (your Spouse) medical coverage. Your Spouse would still receive the full benefits of the City's prescription and mail order drug programs, the vision and the Flexible Spending Account. The City would also, as the secondary payer, be picking up the costs of your Spouse's medical co-pays and deductible.

Q/6: What expenses from my Spouse's health plan would the City not pick up?

Those expenses that would not have been covered under the City's health plan. Example: procedures that were not medically necessary, cosmetic procedures, overcharges, financial penalties applied by your Spouse's health plan (penalties his/her plan has for not going to a network provider), the City of Lorain's co-pays and deductibles, etc.

Q/7: What if my Spouse's employment terminates?

If your Spouse loses his/her coverage, he/she will be covered under the City's plan the day that he/she is no longer eligible for coverage, with no waiting or pre-existing limitations, providing you notify the City of Lorain's Benefit Manager within 30 days of such change.

Q/8: My Spouse's employer offers multiple medical plans, with different contribution requirements. Which plan should my Spouse elect?

Your Spouse must elect the medical plan with the lowest contribution (the amount deducted from his/her pay). As the City's plan will be the secondary payer, and pick-up the higher co-pays and deductibles, the election of a lower cost plan will still provide the same, or higher, benefits to your Spouse than if your Spouse were primary on the City's plan.

Note: Your Spouse does not have to elect an HMO (Health Maintenance Organization). However, if a PPO (a program like Super Blue Plus, Qual Choice, Emerald, Super Blue) is the lowest cost plan offered by his/her employer, this would be the plan he/she would select.

Q/9: How much must my Spouse pay toward his/her employer's coverage?

Your Spouse will be reimbursed every quarter providing: Your Spouse submits contribution documentation to the City's Benefits Manager. Documentation can be a letter from your Spouse's employer or Benefits Manager stating he/she has coverage, and the amount paid by quarter, copies of your Spouse's pay stubs that identify Medical Premium contributions and a copy of the City of Lorain's Reimbursement form completed by your Spouse's employer. Note: Remember, the City will only reimburse the amounts for medical coverage. However, the city will also reimburse for prescription drug coverage if the City implements a prescription drug coordination of benefits plan.

## **Attachment B Physical Fitness Training**

As provided in the Collective Bargaining Agreement between the City of Lorain and the F.O.P. Lodge #3, specifically Section 39, and in order to enhance the physical fitness of the sworn officers of the Lorain Police Department, a test will be given each calendar quarter for a total of four times per calendar year.

**Test Rules and Regulations:** The test shall consist of events as agreed upon from time to time by the FOP and the Chief of Police. The Chief of Police shall designate a PFT Coordinator for the administration of the test and associated record-keeping duties, who shall report to the Chief of Police or his designee on matters and questions regarding the test. The coordinator shall utilize three (3) members of the bargaining unit to assist him or her in the administration of the test. The members chosen for this task must have passed a quarterly test in the 6 months prior to their assignment, in which said assignment will in no way give rise to a grievance filed by a bargaining unit member alleging violation of CBA Section 14.5 Distribution of Overtime. These members so designated shall serve for one year, unless it becomes necessary to remove them by the Chief of Police or his designee. The PFT Coordinator may temporarily fill these positions as needed with qualified officers from time to time in case of absences.

The tests for each quarter will be scheduled on the first full week-end in the months of January, April, July and October. The test will be offered, as necessary, on two successive days, Saturday and Sunday, and on each day, a morning and afternoon test time will be provided and in such a way as to not prevent an officer from either day shift or afternoon shift a reasonable opportunity to participate. The test will also be scheduled for noon on each of the two Wednesdays between the first week-end of the quarter and the make-up test two weeks later. Participants are required to sign up for their desired test time on a sign-up board which will be located on the main station hallway Departmental Bulletin Board, which will be posted at least two weeks prior to the test dates. Officers that are on official light-duty status, injured-on-duty status, or are otherwise officially off from work due to any type of illness or injury may not take the Quarterly tests or the make-up test.

Officers volunteering to take the Physical Fitness Test will do so strictly on a voluntary basis and on their own time. They may not take the test on duty time, unless the necessary time off has been approved through the normal chain of command. Injuries or illnesses that occur as a result of a bargaining unit member voluntarily participating in this test are not to be considered on-duty injuries. Conversely, the PFT Coordinator and his properly designated assistants are considered to be working on an approved Department detail and may request the appropriate contractual compensation for their time. Since this is scheduled work time, all compensation would be considered Department business time as covered in the CBA Section 15.4.

In cases of hazardous or extremely inclement weather as determined by the Chief of Police or his designee, or the PFT Coordinator, the scheduled test may be postponed until the following weekend.

Participants understand that the test is voluntary and not required by the Lorain Police Department, and is to be considered a contractual benefit. Participants must successfully complete the minimum standard for each event to be credited with passing the test. Those who have passed the test will be credited at the below listed rates of pay or incentive time. The proper request for compensation will be attached to the score sheet and forwarded to the payroll clerk, affixed with the approval signature of the PFT coordinator.

A make-up test will be scheduled two weeks after the scheduled week-end quarterly test if needed. It will be for one day, Saturday or Sunday, at the discretion of the PFT Coordinator, and will consist of a morning and afternoon session. Officers that meet any of the below qualifications may take the make-up test, and only after signing for same on the sign-up board, which also will be placed on the main station hallway Departmental Bulletin Board at least two weeks prior to the make-up test. Officers taking the make-up test must pass all three events, regardless of whether they had passed any of them during the Quarterly test. The make-up test may also be postponed until the following week-end under the conditions previously stated. If the officer fails the make-up test or simply does not take it, he or she must wait until the next scheduled quarterly test to become eligible for the benefit. Officers that pass the make-up test will not have their full quarterly benefit reduced.

An officer is qualified to take the make-up test if any of the following apply:

- 1) He or she was on official light duty status or injured-on-duty status as recognized by the Chief of Police at the time of the Quarterly Tests.
- 2) He or she was on authorized military deployment or training, vacation, or at a departmental-sanctioned school or training and out of town in any case, being unable to take the Quarterly Tests.
- 3) He or she was ill, injured, or sick on the days of the Quarterly Tests and unable to work or perform the events of the test. (An officer that remains on light-duty status at the time of the make-up test and has not recovered from an illness or injury that prevented him or her from taking the Quarterly Test, may not take the make-up test. But, in the case of an officer that remains on injured-on-duty status at the time of the make-up test, an extension through the remainder of the calendar quarter will be granted for a make-up test to be administered upon recovery and official return to full-duty status by the officer, with no loss of any portion of that quarter's full benefit, provided that the officer has a history of passing the test for at least four (4) consecutive quarters immediately preceding his injury on duty incident.)
- 4) He or she attempted to pass the Quarterly Test but failed one or more event.

In the case of an officer being assigned to an out-of-town, department-sanctioned school or event, or engaged in a military deployment, and unable to be present to take either the Quarterly test or the make-up test, the test may be administered by a designated proctor who is associated with the school or military unit, and agreed upon by both the FOP and the Chief of Police or his designee, provided that the officer has a history of passing the test for at least four (4)

consecutive quarters preceding the current test period. The officer must make arrangements to take the test within the two-week period between the regularly scheduled Quarterly test and the make-up test. The PFT Coordinator will fax an official LPD PFT Grading Score sheet to the proctor, which clearly explains the test with instructions for returning it.

Members of the Department that are assigned to the SWAT Team and are required to comply quarterly with that team's physical fitness standards, may elect to take the contractually-based test for both purposes with prior approval of the Captain of Patrol Operations but in conjunction with the rest of the Department and administered by the designated PFT Coordinator. If the SWAT Team standards are not those of the test covered in this Memorandum of Understanding, it is agreed that the SWAT Team member must take both tests apart from each other to realize the pay benefit provided by Section 39 of the CBA if the standards are less stringent in any event. If the SWAT Team member is taking the Department's Quarterly test for both purposes, as permitted by the Captain of Patrol Operations, he or she is considered on-duty and permitted overtime compensation under the CBA Section 15.4 Department Business Time and any other benefit that that status provides.

#### Test Grading Standards:

**Push-ups:** The person grading the exercise will count each acceptable push-up when the participant goes from a fully extended position and touches the grader's fist or an approved device with his or her chest. Failure to touch the grader's fist or device will result in the participant not being credited for same. When performing a repetition, the participant must maintain his or her upper torso and legs in a straight line with no bow. During the exercise, the participant may rest in an upward position with back bowed, and in contact with the surface at all times with only hands and feet.

**Sit-ups:** The person grading the exercise will credit the participant when he or she performs the exercise in the following manner. The participant will bend their knees approximately 45 degrees from the surface and cross his or her arms touching the chest. The participant's feet will be secured. The grader will credit a repetition when the participant's crossed arms touch his or her bent thighs. The participant must return to the start position prior to each repetition by touching his or her shoulder blades to the surface.

**Two-mile run:** There will be two (2) graders at the starting position and one (1) grader at the half-point or one mile marker. The course location will be the French Creek Reservation in Sheffield Village, unless circumstances require an alternate location to be employed. The course will be clearly explained and each participant's finish time will be recorded and initialed by the grader.

#### Mandatory Minimum Physical Test Standard

Push-ups and sit-ups are to be completed within a two (2) minute time period, and done in the manner previously described. Two (2) mile run will be done on a flat, paved surface at an approved site.

**Physical Fitness Test "A"**

39 hours of pay

Age	21-29	30-40	41-45	46-50	51-55	56 +
Push-Ups	51	49	42	35	26	22
Sit-Ups	58	55	43	40	36	33
2 Mile Run	18:00	19:00	21:00	21:15	22:00	22:30

**Physical Fitness Test "B"**

25 hours of pay

Age	21-29	30-35	36-40	41-45	46-50	51-55	56 +
Push-Ups	49	44	40	35	30	25	20
Sit-Ups	55	50	45	40	35	33	30
2 Mile Run	19:00	19:45	20:30	21:45	22:30	23:15	23:00

**Physical Fitness Test "C"**

10 hours of pay

No Age Standards	
Push-ups	10
Sit-Ups	15
1 Mile Run	11:30