

ORDINANCE NO. 74-19

AN ORDINANCE AUTHORIZING THE CITY OF LORAIN TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRATERNAL ORDER OF POLICE LODGE 3, PATROLMEN, SERGEANTS & ABOVE, AND REPEALING ORDINANCE 054-19.

WHEREAS, the City of Lorain and the Union are parties to a Collective Bargaining Agreement; and

WHEREAS, the City of Lorain wishes to enter into a Memorandum of Understanding (MOU) with the Fraternal Order of Police, Lodge 3; and

WHEREAS, the City has, and is experiencing a critical shortage of police officers; and

WHEREAS, Lorain Police Officers are considerable below the Lorain County average in base wages; and

WHEREAS, to preserve the health, safety, and welfare of the Citizens of Lorain the parties have agreed to modify Article 31 of the Collective Bargaining Agreement; and

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO.

SECTION I. That the Council of the City of Lorain hereby authorizes the Safety/Service Director to enter into a Memorandum of Understanding, attached as Exhibit A, with the Fraternal Order of Police, Lodge 3, for the purpose of increasing their wage package, and repealing Ordinance 054-19.

SECTION II. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

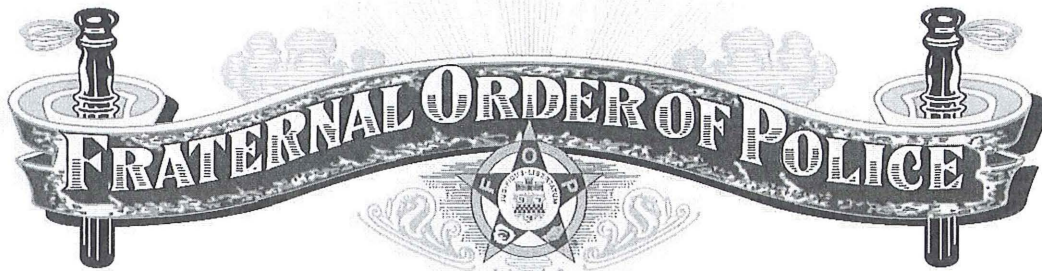
SECTION III. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: May 20, 2019

ATTEST: Nancy [Signature], CLERK

APPROVED: May 20th, 2019

[Signature]
PRESIDENT OF COUNCIL
[Signature]
MAYOR



LORAIN LODGE No. 3

OHIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LORAIN, OHIO AND
THE FRATERNAL ORDER OF POLICE, LODGE 3
(Patrolmen; Sergeants & Above)**

Kyle Gelenius
President

Jesse Perkins
Vice President

Jacob Morris
Secretary

Allan Cornwell
Treasurer

Kyle Shawver
Sergeant-at-Arms

Buddy Sivert
*Trustee & Immediate
Past President*

WHEREAS, in accordance with the provisions of Article 41.4 of the Collective Bargaining Agreement, the following Memorandum of Understanding is hereby agreed to by the authorized representative of the City of Lorain, Ohio and the Fraternal Order of Police, Lodge 3 (FOP); and

WHEREAS, the FOP and the City are parties to a Collective Bargaining Agreement; and

WHEREAS, the City has, and is experiencing a critical shortage of police officers; and

WHEREAS, Lorain Police Officers are considerably below the Lorain County Average in base wages; and

WHEREAS, it is necessary for the City to attract, hire and retain qualified police officers to preserve the health, safety and welfare of the Citizens of Lorain; and

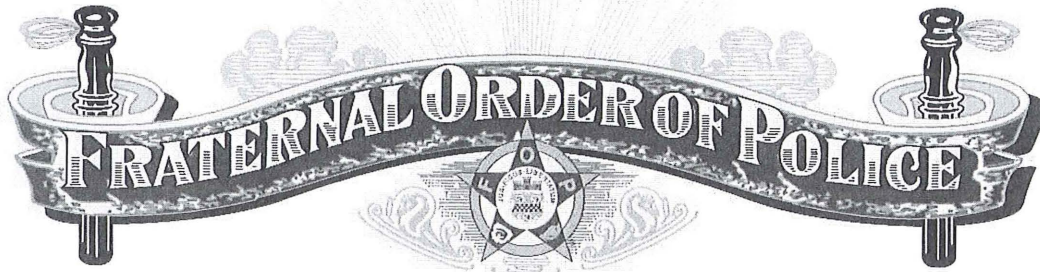
WHEREAS, the parties to this memorandum desire to enter into an agreement in order to modify the Collective Bargaining Agreement;

NOW THEREFORE, the parties affirmatively agree in this Memorandum of Understanding of the below changes to the Collective Bargaining Agreement between the Fraternal Order of Police, Lorain Lodge No. 3. And the City of Lorain, Ohio.

"First In Ohio"

100 West Erie Avenue — Lorain, Ohio 44052





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OHIO

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Vice President

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Buddy Sivert
Trustee & Immediate Past President

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Article 31 - Wages:

Section 31.3: Effective May 27, 2019, the following wages will be paid to bargaining unit members:

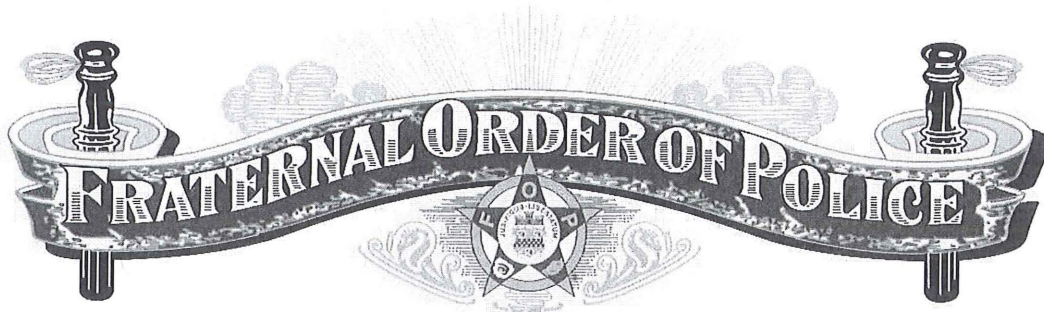
| | |
|---|---|
| Entry-level officers to thirty-six (36) months of service | Ninety-five percent (95%) of base salary |
| After thirty-six (36) months of service | One hundred percent (100%) of base salary |

| 2019 | Wages | | |
|-----------------|-------------|-------------|--|
| Position | Hourly Rate | Annual | |
| Patrol B | \$28.9968 | \$60,313.34 | |
| Patrol A | \$30.5222 | \$63,486.18 | |
| Sergeant | \$35.406 | \$73,644.48 | |
| Lieutenant | \$41.0710 | \$85,427.68 | |
| Captain - Union | \$47.6422 | \$99,095.78 | |

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Article 38 – Miscellaneous Contract Provisions:

Effective May 27, 2019

Delete

~~Section 38.6: Firearms Proficiency. Throughout the term of this Agreement, qualifying employees that meet or exceed the State of Ohio Annual Certification (as departmentally adopted) for firearms qualifications (O.R.C. 109.801) and the Standards of Continuing Education (O.R.C. 109.803) will be given a proficiency allowance paid by the City as follows:~~

To be paid on the first pay in December of each year:

\$500 per member in 2017.

\$700 per member in 2018.

\$900 per member in 2019.

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Article 24 - Educational Reimbursement:

Effective May 27, 2019

Delete:

~~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:~~

| Specialized Training Qualifications: Active Master Police Officer |
|--|
| 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 |
| 7. Master Criminal Investigator |

~~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~~

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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.

| <i>Specialized Training Qualifications: Qualified/Senior Master Police Officer</i> |
|--|
| <i>1. Detective</i> |
| <i>2. Traffic Accident Reconstructionist</i> |
| <i>3. Basic Evidence Technician</i> |
| <i>4. Crisis Intervention Officer</i> |
| <i>5. SWAT/Hostage Negotiations Member</i> |
| <i>6. Bomb Squad Member</i> |
| <i>7. K 9 Officer</i> |
| <i>8. Sergeant</i> |
| <i>9. School Resource Officer</i> |
| <i>10. Senior Data Master Operator</i> |
| <i>11. Field Training Officer</i> |
| <i>12. Master Criminal Investigator</i> |

Section 24.8: *It is the responsibility of the employee to notify the Chief of Police when they are entitled to receive the stipend for Master Police Officer. The notification shall be sent to the Chief's Office via letter or e-mail and should be in a timely manner.*

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Amend Article To Read:

Effective May 27, 2019

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, and Two Hundred Fifty Dollars (\$250.00) per month upon successful completion of a Master's Degree. The degrees must be from an accredited college or university and must be job related as outlined in 24.2C.*

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Article 39 – Physical Fitness Program:

Effective May 27, 2019

Suspend Article Indefinitely:

~~Section 39.1: A voluntary physical fitness program is in effect as approved by the Chief of Police and attached as Exhibit A. 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 A 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.~~

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EXEUCUTION

IN WITNESS WHEREOF, this agreement is made this ____ day of May,
2019, 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:

FOR THE FOP:

Daniel W. Given
Safety Service Director
City of Lorain, Ohio

Kyle J. Gelenius
President
Fraternal Order of Police, Lodge
No 3.

APPROVED AS TO FORM:

Patrick Riley, Esq.
Law Director
City of Lorain, Law Department

Robert M. Phillips, Esq.
FOP General Counsel

"First In Ohio"

100 West Erie Avenue — Lorain, Ohio 44052





CITY OF LORAIN

City Council Public Hearing & Regular Meeting

9.u.

Meeting Date: 05/20/2019

Submitted by: Louise Kilbane, Admin Assistant

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

An Ordinance authorizing the City of Lorain to enter into a MOU with the Fraternal Order of Police Lodge 3, Patrolmen, Sergeants & Above.

PURPOSE AND BACKGROUND:

City is experiencing a critical shortage of Police Officers.

RECOMMENDATION TO COUNCIL:

Lorain City Council consideration and approval sought.

Fiscal Impact

Funds Available In Current Year Budget (Y/N): n

Estimate of Total Expenditure: TBD

List of Funding Source and/or Account Number: 1010/2590/2595

Estimate of Incoming Revenue (fees, grants, etc.):

Financing Requirements (Bonds, Loans, Lease, etc.):

The MOU will require analyzation in order to compute the fiscal impact. Approving so that legislation can be placed on the May 20th agenda.



Attachments

ord
FOP MOU Updated Ex A

Form Review

Table with columns: Inbox, Reviewed By, Date. Rows include Auditor (Karen Shawver), Legal (Patrick Riley), and Form Started/Approval Dates.

VOTE ON PASSAGE

Table for voting on passage with columns AYE and NAY for each council member: Fallis, Koziura, Springowski, Henley, Flores, Carter, Argenti, Moon, Arroyo, Faga, Thornsberry, Arredondo.