

A COLLECTIVE BARGAINING AGREEMENT

05/12/2021

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Between

The City of Lorain, Ohio



And

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



Effective January 1, 2020 through December 31, 2022

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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 Employer and the Lodge shall not unlawfully discriminate against any member of the bargaining unit on the basis of the member's age, race, color, sex, religion, ancestry, marital status, national origin, political affiliation, military status, disability, sexual orientation or gender identity.

Section 3.2: If 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 FEES

As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.*, (decided June 27, 2018), the Employer and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the Employer and the Lodge agree that fair share fees may no longer be deducted from the non-members pay. The Employer and the Lodge agree further that, in the event there are changes in law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the Employer shall enter into good faith negotiations to address the collection of fees and/or financial support through the payroll deduction.

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 meetings 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, employees 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 ninety-six (96) hour advance notice to the police chief or his designee.

Section 6.5: Fraternal Order of Police Lodge President

The Fraternal Order of Police Lodge President is the highest ranking Lodge official. The President, or his designee, will be permitted sufficient time off during the work week to attend to Lodge matters within the President's capacity, except no overtime or schedule changes shall occur.

The authorized functions of the President are the following:

- A. Attendance at Employee Relations meetings.
- B. Attendance at Negotiation sessions.
- C. Attendance at FOP conventions, conferences, and seminars.
- D. Attendance at Pre-Disciplinary Hearings.
- E. Attendance at Arbitration Hearings.
- F. Attendance at Internal Affairs interview/interrogation sessions.
- G. Attendance at meetings with the Lodge's legal counsel.
- H. Posting of Lodge notices on the FOP bulletin board.
- I. Representing the Lodge in investigating and processing grievances.
- J. General supervisory review of grievances.
- K. Attendance at Grievance Hearings.
- L. Acting as liaison between Management and the Lodge.

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 any grievances 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-paid medical 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.

Section 8.2: Safe Emergency Response Fleet.

Effective January 1, 2021, the Patrol / Emergency response fleet of the police department shall be replaced when each vehicle obtains between 100,000 and 125,000 miles. The Chief of Police, or his designee, will review the maintenance records in a labor-management meeting with the FOP, in order to make the final determination when the vehicle comes out of the emergency patrol fleet once it has reached the maximum mileage threshold. This does not preclude the City from using the vehicle in the non-emergency fleet.

Section 8.3: Employee Alcohol and Drug Testing.

The City and the FOP recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement for and service to the citizens of the City of Lorain by maintaining a drug and alcohol-free workplace.

Section 8.4: Prohibitions

Members shall be prohibited from:

- (A) Reporting to work or working under the influence of alcohol;
- (B) Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicles, except when authorized in the line of duty;
- (C) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time at any place, except authorized in the line of duty;
- (D) Abusing any prescription drug;
- (E) Failing to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications they are taking.

Section 8.5: Drug and Alcohol Testing

- (A) **Reasonable Suspicion.** Where the City has reasonable suspicion to believe that:
 - (a) a member is being affected by the use of alcohol, or consuming or possessing alcohol, in violation of this Article; or
 - (b) is abusing prescription drugs; or
 - (c) is possessing (not in the line of duty) or using illegal drugs, the City shall have the

right to require the member to submit to alcohol and drug testing as set forth in this Article. Members shall not be subject to random medical testing involving blood or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.

(B) **Post-Accident Testing.** The City is limited in conducting a post-accident drug and/or alcohol test under the following circumstances:

- a) A fatality of anyone involved in a traffic crash occurs;
- b) Bodily injury to the employee and/or another person that requires immediate off-site medical attention;
- c) A Lorain Police Department Supervisor makes a determination, based on reasonable suspicion, to believe the employee involved may be under the influence of controlled substances and/or alcohol; or
- d) Disabling damage to any motor vehicle requiring tow away from the scene where the employee receives a citation, or is likely to receive a citation as a result of the accident.

(C) **Pre-Employment Testing.** Nothing in this agreement shall limit the right of the City to conduct tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the FOP has no role or responsibility with regard to such pre-employment testing.

Section 8.6: Order to Submit to Testing

A member's refusal or failure, when ordered, to submit to testing shall subject the member to discipline. By taking a test under this article; however, a member shall not be construed as waiving any objections or rights that he or she may possess. Within seventy-two (72) hours of the time the member is ordered to submit to reasonable suspicion testing, the City shall provide the member and the FOP with a written notice setting forth the information and observations which form the basis of the order to test.

Section 8.7: Right of Appeal

The member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner as any other employee action under the terms of this agreement is grievable.

Section 8.8 Conflict with Other Laws

This Article is in no way intended to supersede or waive any constitutional rights that the member may be entitled to under the Federal or State constitutions. Any action taken pursuant to this article, including positive test results, shall not be used as evidence in any criminal proceeding against the member.

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. No member or official of the Lodge shall be terminated without just cause, disciplined, harassed¹ or discriminated against because he has filed or pursued a grievance under this procedure.

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 those 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 affect, 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

¹ *Verb.* 1. To disturb or bother persistently; torment, as with trouble or cares; pester. 2. To intimidate or coerce, as with persistent demands or threats. 3. To trouble by repeated attacks, incursions, etc., as in war or hostilities; harry; raid.

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 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, 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 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 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 FOP President or his designee 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 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 FOP President or his designee, and the Director of Public Safety.

STEP 3 - DIRECTOR OF PUBLIC SAFETY

If the grievance is not resolved in Step 2, the Grievant may within five (5) work days after the receipt of the Step 2 answer, appeal the grievance in writing to the Director of Public Safety. The Director of Public Safety shall have 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 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 FOP President or his designee, 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 the 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 notification may include the name of the complainant, if known, the date of the incident, the specific rules the Employer alleges were violated, whether the citizen has signed a complaint form, and a summary of the allegation against the employee sufficient to reasonably apprise the employee of the nature of the charges. 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: No member shall be required to submit to polygraph tests and no disciplinary action shall be taken against any member who refuses to submit to any such tests, solely based on the refusal to submit to the test.

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.

Section 10.17: Official Personnel Files / Public Records

There shall be only one official personnel file maintained by the City. This file shall be maintained by the Human Relations (HR) Department.

- A. Every member shall be given a copy of any documents placed in their official personnel file. Every member shall be allowed to review that member's official personnel file at any reasonable time upon request. A member may also authorize his attorney to review the official personnel file. Such request shall be made to the HR Director and review of the file shall be made in the presence of the HR Director or the HR Director's designated representative.

Public review of personnel records shall be according to current state law and case law. When a request for disclosure of a personnel record, department phone record, text messages, etc., is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). If a request is made to inspect and/or copy records within a member's official personnel file pursuant to Revised Code Section 149.43, the employer shall provide a member five (5) working days' notice. Within the notice period, the member may pursue any legal means available to protest some or all of the requested disclosure.

- B. Any member may copy documents in the member's file.
- C. If upon examining the official personnel file, any member has reason to believe that there are inaccuracies in documents contained therein; the member may write a memorandum to the HR Director explaining the alleged inaccuracy. The HR Director shall attach the member's memorandum to the document in the file.
- D. Except for routine hiring material and workers compensation claims material, no document which does not include as a part of its normal distribution a copy to the

member, or which does not originate with the member, shall be placed in the official personnel file unless the member is provided a copy. Anonymous material shall never be placed in a member's official personnel file.

- E. Records of discipline shall cease to have force and effect or be considered in future disciplinary matters, providing there are no intervening disciplinary actions taken during the listed time periods, according to the following schedule:

| | |
|-------------------------------|---------------|
| Records of Written Reprimands | Two (2) years |
| Records of Suspension | Two (2) years |

All outdated records shall be removed from the employee's official file according to the City's records retention schedule. The City will abide by its record retention schedule.

- F. Letters of Counseling, Training, or Re-instruction are considered non-disciplinary and shall be removed from the employee's official file after six (6) months from the date of the incident.
- G. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Safety/Service Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

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) work days of the filing of the grievance and will be answered within three (3) work 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: Whenever the City produces documents pursuant to a public records request, the City shall notify the subject officer and the F.O.P of the public records request. The City shall provide the member and the F.O.P. the following information upon request: who requested the records, what documents were provided, and the date that the documents were requested.

Section 11.13: Notice of Discipline

The City will provide prompt and contemporaneous notice of discipline to the Union with the name of the employee who is disciplined, the date of the discipline, the reason for the discipline, and the rules, policies, and regulations being applied. The Union will also be provided a copy of any notice provided to the employee.

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. Whenever a vacancy occurs in the position above the rank of patrolman, and there is no eligible list for such rank, the Civil Service Commission, shall within ninety (90) days of such vacancy, hold a competitive promotional examination. After such examination has been held and an eligible list established, the commission shall forthwith certify to the appointing authority the name of the person receiving the highest rating. Upon such certification, the appointing authority shall appoint the person so certified within thirty days from the date of such certification. If there is a list, the commission shall, where there is a vacancy, immediately certify the name of the person having the highest rating, and the appointing authority shall appoint such person within thirty days from the date of such certification.

Section 12.2: In order to provide a fair and effective promotional process, the following procedures have been established. The procedures are intended to establish an effective testing and feedback system, provide continuity in the promotional process, and most important, to promote the most qualified candidates.

Section 12.3: In order to apply for a civil service promotional examination for the civil service rank of sergeant, the officer applicant must have served a minimum of sixty (60) months in his/her respective civil service rank; and

In order to apply for a civil service promotional examination for the civil service rank of lieutenant the officer applicant must have served a minimum of twenty-four (24) months in his/her respective civil service rank; and

In order to apply for a civil service promotional examination for the civil service rank of captain the officer applicant must have served a minimum of twenty-four (24) months in his/her respective civil service rank; and

Section 12.4: 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 12.5: The Testing Process:

Rank of Sergeant:

There shall be a written examination for the position of police sergeant. The written examination shall be supplied by the Lorain Civil Service Commission. Study or source materials for this written portion will consist of the following:

1. No more than one (1) first line police supervision text book.
2. The following Articles of the Collective Bargaining Agreement:

| | |
|------------|--|
| Article 8 | Health and Safety |
| Article 9 | Grievance Procedure |
| Article 10 | Bill of Rights |
| Article 11 | Discipline / Corrective Action |
| Article 14 | Hours of Work and Overtime Compensation |
| Article 15 | Court Appearance, Call-in Assignment, and Voluntary Response |
| Article 16 | Training Time, Stand-By and On-Call Time |
| Article 26 | Sick Leave |
| Article 34 | Present Benefits and Past Practice |
| Article 35 | Management Rights / Responsibilities |
| Article 36 | Applicable Laws and Regulations |

3. The following Policies and Procedures of the Lorain Police Department:

| | |
|----------|---|
| 02.11 | Supervisory Directives and Orders |
| 03.02 | Standards of Conduct; Attendance and Attention to Duty |
| 03.03 | Standards of Conduct; Cooperative, Harmonious and Respectful Behavior |
| 03.17.01 | Discipline Policy |
| 04.01 | Use of Force |
| 04.03.01 | Discharges involving Death or Injury |
| 05.16 | Police Canine Operating Policy |
| 05.17.02 | SWAT Team Call Out |
| 05.19.01 | Search and Seizure |
| 05.23.01 | Domestic Violence |
| 05.25 | Emergency Vehicle Operations |
| 05.29.03 | Death Investigations |
| 05.39 | Patrol Supervisor Response to Incident Scenes |
| 05.53 | Crime Stat Procedures |
| 05.41 | Vehicular Pursuit |
| 06.09 | Overtime distribution |
| 07.09 | Use of Compensatory Time |

All promotional examinations must be job-related and the administration of the written examination will be through the Lorain City Service Commission.

There shall be a PRADCO, or similar-like agency/organization, promotional assessment for the top ten (10) candidates that pass the written examination. The promotional assessment shall assess the candidate's motivation, leadership, work approach, interpersonal style, and decision making and judgment.

The written portion of the promotional process shall count for forty percent (40%) of the candidate's final grade. The PRADCO assessment final score shall count for sixty (60%) of the candidate's final grade.

After calculation of points to be credited to an application for the written examination and calculation of the points to be credited to an applicant for the PRADCO-like assessment, there shall be added to the applicant's point total seniority points calculated, in accordance with state law. (MOU 1-27-2020)

Rank of Lieutenant:

There shall be a written examination for the position of police lieutenant. The written examination shall be supplied by the Lorain Civil Service Commission. Study or source materials for this written portion will consist of the following:

1. No more than one (1) first line police supervision text book.

2. The following Articles of the Collective Bargaining Agreement:

| | |
|------------|--|
| Article 8 | Health and Safety |
| Article 9 | Grievance Procedure |
| Article 10 | Bill of Rights |
| Article 11 | Discipline / Corrective Action |
| Article 14 | Hours of Work and Overtime Compensation |
| Article 15 | Court Appearance, Call-in Assignment, and Voluntary Response |
| Article 16 | Training Time, Stand-By and On-Call Time |
| Article 26 | Sick Leave |
| Article 34 | Present Benefits and Past Practice |
| Article 35 | Management Rights / Responsibilities |
| Article 36 | Applicable Laws and Regulations |

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| 03.03 | Standards of Conduct; Cooperative, Harmonious and Respectful Behavior |
| 03.17.01 | Discipline Policy |
| 04.01 | Use of Force |
| 04.03.01 | Discharges involving Death or Injury |
| 05.16 | Police Canine Operating Policy |
| 05.17.02 | SWAT Team Call Out |
| 05.19.01 | Search and Seizure |
| 05.23.01 | Domestic Violence |
| 05.25 | Emergency Vehicle Operations |
| 05.29.03 | Death Investigations |
| 05.39 | Patrol Supervisor Response to Incident Scenes |
| 05.53 | Crime Stat Procedures |
| 05.41 | Vehicular Pursuit |
| 06.09 | Overtime distribution |
| 07.09 | Use of Compensatory Time |

All promotional examinations must be job-related and the administration of the written examination will be through the Lorain Civil Service Commission.

There shall be a PRADCO, or similar-like agency/organization, promotional assessment for all candidates passing the written examination. The promotional assessment shall assess the candidate's motivation, leadership, work approach, interpersonal style, and decision making and judgment.

The written portion of the promotional process shall count for twenty percent (20%) of the candidate's final grade. The PRADCO assessment final score shall count for eighty (80%) of the candidate's final grade.

Effective January 1, 2020, the candidate must possess at least an Associate's Degree from an accredited University in order to sit for the promotional exam. The degree must be from the list of degrees enumerated in Article 24 of the CBA.

Rank of Captain:

There shall be a PRADCO, or similar-like agency/organization, promotional assessment for all candidates. The promotional assessment shall assess the candidate's motivation, leadership, work approach, interpersonal style, and decision making and judgment.

The PRADCO assessment grade shall be the final grade.

Effective January 1, 2020, the candidate must possess at least an Associate's Degree from an accredited University in order to sit for the promotional exam. The degree must be from the list of degrees enumerated in Article 24 of the CBA.

Section 12.7: Extra Points

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

The terms of the *McArthur v. DeSouza* (Ohio 1992) case shall no longer apply in promotional exams. Classified service in other subdivisions in the State of Ohio will not count in the computation of seniority points. Only service as an officer in the police department for the City of Lorain, Ohio shall apply for the computation of civil service seniority points.

Section 12.8: Test Review

Employees taking a promotional exam will be allowed to review the answers from the written exam.

Section 12.9: Ties

In the event of two or more applicants receiving the same mark on a promotional examination, seniority shall determine the order in which their names shall be placed on the eligibility list. In the event two or more applicants receiving the same

mark on a promotional examination after seniority points are added are still tied, time-in-grade shall determine the order in which their names shall be placed on the eligibility list. (MOU 2-5-2019)

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, in advance for the quarter by the end of the first month in the preceding quarter for each 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. Any unexcused absence will be considered AWOL and subject to disciplinary action.

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 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 for an eight-hour employee, and no more than three and one-half (3.5) hours for a twelve and one half (12.5) hour employee, 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 checked Telestaff and a mass e-mail sent out announcing the shift vacancy. If reasonable measures have not been taken the employee's exclusive remedy is an additional two (2) hours straight pay.

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, or assigned a probationary officer for the purposes of street orientation, 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. Requests must be approved by the shift commander, or his designated sergeant, and entered into Telestaff, upon approval.

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. It may be used as time off, if approved by management in the same manner as ETO (Extra Time Off) requests, as outlined in police department policy. The use of incentive time will not necessitate an overtime situation.
- 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.

Section 14.11: Double Backs

Employees who are required on an involuntary basis by the Employer to double back (e.g., 8-10 hours on, then 8 – 10 hours off, and then 8 – 10 hours on) shall be paid one and one-half (1 ½) times their regular rate of pay for any double backs.

**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. Employees who are called in on a Holiday shall be entitled to overtime compensation at double time (x2) their regular base rate of pay for all hours worked, in accordance with the provisions of Articles 14 and 21 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 14 of this Agreement.

Section 16.2: In the event an employee attends training school where an overnight stay is required, the employee shall be entitled to receive a per diem payment, in accordance with policies established by the Employer for other employees, for each day of the training school. The 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.

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

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

The Operations Captain and the Criminal Investigations Captain will receive four (4) hours of personal incentive time for each week, due to their constant on-call status.

The K-9 officer scheduled on-call for the week will receive four (4) hours of personal incentive time for each week they are placed on call. The department will maintain a rotating on-call K-9 roster. Only one K-9 officer will be on call per week.

(Contractual Note: Personal Incentive Time is defined as "on-call" hours that can be either taken off or paid in cash equivalents.)

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 SWAT member, each SWAT Hostage Negotiator, and each dive team member, will receive forty-eight (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 16.7: Each Narcotics detective, Bomb Squad member, and K-9 officer will receive fifty dollars (\$50.00) per month for 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.

ARTICLE 18 - TEMPORARY SUBSTITUTIONS

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

Departmental or rank seniority, availability with the Operations / Support Bureaus and their Divisions, and necessary training qualifications, will be the main factors for the Chief of Police or Bureau Commander to consider when 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 Bureau/Division/Assignments:

- a. Uniform Patrol Division (as outlined in Section 18.1)
- b. Criminal Investigations Division (Detective and weekdays only)
- c. Traffic Services (Traffic Officers and weekdays only)
- d. Narcotics & Special Investigation Unit (Narcotics Officers and weekdays only)
- e. Support Services Division (weekdays only)
- f. Community Impact Unit/Street Crimes

Contractual Note: In instances where a patrol sergeant finds himself to be the sole promoted person on patrol, regardless of the day of the week, or in instances where the day shift or night shift watch commander is off on a normally scheduled work day, the senior on-duty sergeant will receive the requisite higher position pay.

Section 18.3: Non-Automatic increase to higher position:

- a. Chief's Office Staff Officer
- b. Operations Bureau Staff Officer
- c. Office of Professional Standards
- d. Crime Analysis Officer
- e. Community Partnership Team (CPT)
- f. Evidence Officer

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 Chief of Police or Bureau Commander determines that the higher position pay is warranted.

Section 18.5: This article does not negate the management right to make assignments per department need. Changes to the Department's organizational structure will not negate the procedure for this article.

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.

| Years of Service | Years x \$225.00 | Years of Service | Years x \$225.00 |
|------------------|------------------|------------------|------------------|
| 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 |

Effective January 1, 2021, and perpetually² forward, longevity benefits will be the following:

| Years of Service | Base Salary Increase | Years of Service | Base Salary Increase |
|------------------|----------------------|------------------|----------------------|
| 3 | 2% | 12 | 11% |
| 4 | 3% | 13 | 12% |

² *Adverb. Forever or for an indefinitely long time. Contractual Note: The longevity base salary increase will remain as delineated, until it is changed in negotiations of a successor agreement.*

| | | | |
|----|-----|----|-----|
| 5 | 4% | 14 | 13% |
| 6 | 5% | 15 | 14% |
| 7 | 6% | 16 | 15% |
| 8 | 7% | 17 | 16% |
| 9 | 8% | 18 | 17% |
| 10 | 9% | 19 | 18% |
| 11 | 10% | 20 | 20% |

Longevity is limited to a maximum of twenty percent (20%) base salary increase.

Section 19.2: An employee's length of continuous service, for the purposes of this Article, shall be determined by the employee's total of all periods of full time employment with the City of Lorain, State of Ohio, or any political subdivision of the State.

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. Vacation hours shall be based on "Total Service." Total service for the purpose of this article shall be defined as, the total of all periods of full time employment with the City of Lorain, State of Ohio, or any political Subdivision of the State. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

| LENGTH OF SERVICE | VACATION HOURS |
|---------------------------------|-----------------------|
| 1 year but less than 7 years | 80 hours |
| 7 years but less than 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 to 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.

Employees may cash out up to two-hundred forty (240) hours of "old and banked" vacation time each year, provided the auditor determines that there is no adverse effect on the current year's budget.

This amount may be cashed out in quarterly increments, up to a total of sixty (60) hours per quarter. 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.

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 1st 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 thirteen (13) in number:

1. New Years Eve (starting at 1800 hrs and ending at 0600 hrs)
2. New Year's Day
3. Martin Luther King Day
4. Good Friday
5. Veteran's Day
6. Memorial Day
7. Fourth of July
8. Labor Day
9. General Election Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Day before Christmas
13. Christmas Day

Employees required to work on the above enumerated holidays, excluding New Years Eve, Fourth of July, and Christmas, 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.

Employees working on New Year's Eve, the Fourth of July, or Christmas Day, shall be entitled to overtime compensation at double time (x2) 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 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 or 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 four (4) hours of 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 holidays 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 two-hundred forty (240) hours of "old and banked" holiday time each year.

This amount may be cashed out in quarterly increments, up to a total of sixty (60) hours per quarter. 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, 2018, the City will provide Guardian dental and vision insurance and the City will pay 50% of the dental premiums for both types of coverage.

Beginning January 1, 2019, the dental premiums will be paid 100% by the employee and the City and the employee will each continue to pay 50% of the vision coverage premiums.

Section 22.4: Health Insurance Premiums:

For 2020 the rates shall be:
\$80.00 per month for single coverage.
\$160.00 per month for employee plus 1 coverage.
\$205.00 per month per month for family coverage.

For 2021 and 2022 the rates shall be:
\$82.40 per month for single coverage.
\$164.80 per month for employee plus 1 coverage.
\$211.15 per month per month for family coverage.

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. Effective January 1, 2018, if an employee does not elect health insurance coverage under the City's plan for the employee and their family, the City will pay for the employee's premiums for the employee and the employee's eligible family on their spouse's plan with another employer up to \$500 per month.
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 an amount not to exceed \$1,500.00 single/\$3,000.00 family, for network; \$3,000.00 single/\$6,000.00 family for non-network, in accordance with 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 co-pays 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.

Contractual note: "Retire" means an employee who is in the Public Employees Retirement System (e.g., Ohio Police & Fire Pension Fund), Social Security or similar retirement plan.

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.

Contractual note: "Retire" means an employee who is in the Public Employees Retirement System (e.g., Ohio Police & Fire Pension Fund), Social Security or similar retirement plan.

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, regardless if restitution is ordered by the Court in cases where a defendant is directly responsible for the loss. In cases of court ordered restitution, the restitution will be directly submitted to the Employer. 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: 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, upon completion of their probationary period. 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 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. If a member's employment with the City terminates, unless from death or forced resignation as a consequence of disability, he shall reimburse the Employer for any tuition reimbursement he received from the Employer through the provisions of this Article for a period of five (5) years prior to the date of termination. 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.

Any member required to reimburse the employer must do so prior to receiving his final paycheck from the Employer, or it will be deducted from the member's final paycheck. Any reimbursement made by the member will be re-credited to the amount set aside for the calendar year for reimbursement.

- 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.

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.

Educational reimbursement will be on a first come, first serve basis. Reimbursement requests will be submitted to the Chief's Office via e-mail, to ensure the requests are time stamped.

Section 24.5: A bargaining unit employee shall receive a stipend of One Hundred Dollars (\$100.00) per month for successful completion of an Associate's Degree, Two Hundred Dollars (\$200.00) per month upon successful completion of a Bachelor's Degree, and Three Hundred Dollars (\$300.00) 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.

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.

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 prior to the end of the year 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 10-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 hrs.
- 2) Night shift - Any regularly scheduled shift, where more than one-half of the shift is between the hours of 1800 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 fifty cents (\$.50) 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, 2020, all employees within the bargaining unit shall be compensated in accordance with the following pay schedule:

| | |
|---|---|
| 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 |

Base Wages for 2020, 2021, & 2022:

| Position | Hourly Rate | Annual |
|-----------------|--------------------|---------------|
| Patrol B | \$28.9968 | \$60,313.34 |
| Patrol A | \$30.522 | \$63,486.18 |
| Sergeant | \$35.406 | \$73,644.48 |
| Lieutenant | \$41.0710 | \$85,427.68 |
| Captain (Union) | \$47.6422 | \$99,095.78 |

Section 31.2: The rank differential in the Promoted Officer Unit shall be sixteen percent (16%), in each classification as delineated.

Section 31.3: Effective December 22, 2020, employees, who have been exceptionally appointed to the Lorain Police Department by the Lorain Civil Service Commission, after having completed their initial probationary period, will receive "Patrol A" wages (One hundred percent of base salary) henceforth. (*MOU 12-22-2020*).

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.

Section 38.6: Transitional Work and Light Duty Assignments.

Whenever a bargaining unit employee is participating in a transitional work or light duty assignment, the City may assign the employee to perform duties outside of the normal duties of the employee's classification.

Section 38.7: No Contracting Out.

All work which is now and any future work that may be performed by members of the bargaining units shall be performed only by members of the bargaining unit, in accordance with the provisions of this agreement. No such work shall be contracted or subcontracted. Members of the bargaining unit shall have the right of first refusal.

Section 38.8: Critical Incident Procedure.

The City and the FOP agree that there are critical incidents unique to police work, directly involving trauma, stress, or violence, including but not limited to (a) experiencing the death or violent traumatic injury of a co-worker; (b) taking a life or causing serious injury in the line of duty; (c) experiencing the suicide of a co-worker; (d) surviving a major disaster, manmade catastrophe or terrorist event; (e) witnessing multiple fatalities; (f) participating in a high speed pursuit that ends tragically; and (g) negotiating with a hostage-taking suspect. In a critical incident situation, directly involving a bargaining unit member, he shall not be required to make any statement for the first twenty-four (24) hours unless this provision is waived. The City may inquire to protect the safety of officers and the public and to preserve evidence, but such inquiries shall be limited to the essential basic facts and union representation shall be made available.

When a weapon is fired or any other weapon is used that weapon will not be taken from the officer in view of the public. The officer shall be provided with a replacement weapon. The officer will also be afforded all rights set forth in Article 10 of this agreement.

ARTICLE 39 - SEVERABILITY

Section 39.1: 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 39.2: 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 40 - DURATION OF AGREEMENT / RE-OPENER CLAUSE PROVISIONS

Section 40.1: This Agreement shall be effective as of January 1, 2020, and shall remain in full force and effect until December 31, 2022.

Section 40.2: 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 40.3: 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 40.4: 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 3rd day of May, 2021, 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



Jack Bradley
Mayor




Sanford Washington Jr.
Safety Service Director



Ricardo Soto
Chief of Staff


APPROVED AS TO FORM:




Patrick Riley, Esq.
Law Director



FOR THE FRATERNAL ORDER OF POLICE, LORAIN LODGE No. 3




Officer Kyle J. Gelenius
President, FOP Lodge 3



Officer Jamie Ball
Vice President, FOP Lodge 3
Patrol Bargaining Committee Member



Sergeant Timothy Thompson
Promoted Bargaining Committee Member



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



Contract Addendum
MEMORANDUM OF UNDERSTANDING
Amendment to Retroactivity Agreement
BETWEEN THE CITY OF LORAIN, OHIO AND
THE FRATERNAL ORDER OF POLICE LODGE 3

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

Whereas, the FOP and the City entered into negotiations for the successor agreement in the fall of 2019; and

Whereas, the FOP and the City signed an "Extension and Retroactivity Agreement" on November 1, 2019; and

Whereas, the FOP and the City mutually agree to amend the Retroactivity Agreement; and

Now, THEREFORE, the parties agree to the following terms in this Memorandum of Understanding:

1. The City and the FOP agree that the financial items in the following sections will be retroactive to January 1, 2020:
 - Article 14 - Hours of Work, Overtime Compensation, and Incentive Time
 - Article 24 - Educational Reimbursement
 - Article 30 - Shift Differential
2. The City and the FOP agree that the financial items in following sections will be retroactive to January 1, 2021:
 - Article 19 - Longevity
3. The City and the FOP agree that the financial items in following sections will take full force and effect upon the ratification of the agreement:
 - Article 21 - New Years Eve
 - Article 21 - General Election Day

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**Memorandum of Understanding
Amendment to Retroactivity Agreement
Page 2**

- Article 21 - Christmas (Double Time provision)
- Article 21 - New Years Eve (Double Time provision)
- Article 16.6 - Dive Team addition
- Article 18 - Higher Position Pay's Contractual Note Section

All Articles, Sections, and provisions not modified by this memorandum shall remain in full force and effect, as defined in the November 1, 2019, extension and retroactivity agreement. Specifically, the parties agree that final year matters with cost implications are to be governed by this MOU and not by the statutory impediment to retroactivity in R. C. 4117.14(G)(11). The November 1, 2019 Extension and Retroactivity Agreement is attached and incorporated herein as Exhibit A.

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RE: 2019-MED-09-0876
2019-MED-09-0873

EXTENSION AND RETROACTIVITY AGREEMENT

The parties to this Extension and Retroactivity Agreement are the City of Lorain Ohio (hereinafter referred to as the "City") and the Fraternal Order of Police, Lodge 3 (hereinafter referred to as the "FOP"). The parties have agreed that the current collective bargaining agreement effective January 1, ^{4/28/2017} ~~2016~~, until December 31, 2019, shall be extended indefinitely, pending the completion of negotiations. Further, the City and FOP agree that first year matters with cost implications, if any, may be retroactive to January 1, 2020 and agree to waive the statutory impediment to retroactivity in R.C. 4117.14(G)(11).


Finally, this Agreement (except for retroactivity) can be terminated by either the City or the FOP through the service of fourteen (14) days' advance written notification of intention to terminate on the other party, in which case the parties will proceed to impasse resolution as provided in R.C. 4117.14 or as agreed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of November, 2019.

FOR THE CITY

By: 

FOR THE FOP

By: 
FOP President



**Memorandum of Understanding
Amendment to Retroactivity Agreement
Page 3**

EXECUTION

IN WITNESS WHEREFORE, the parties have hereunto set their hands this 3rd day of May, 2021, by and between the City of Lorain, Ohio, a municipal corporation, and the Fraternal Order of Police, Lorain Lodge No. 3.

FOR THE CITY OF LORAIN:

Sanford Washington Jr.
Safety Service Director
City of Lorain, Ohio

Ricardo Soto
Chief of Staff

FOR THE FOP:

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

Ofc. Jamie Ball
Vice President / Bargaining Representative
Fraternal Order of Police, Lodge No 3.

Sgt. Timothy Thompson
Bargaining Representative

APPROVED AS TO LEGAL FORM:

Patrick Riley, Esq.
Director of Law

Robert M. Phillips, Esq.
FOP General Counsel

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