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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND



THE CITY OF ELYRIA, OHIO

SUPERVISORS' UNIT

**EFFECTIVE: September 1, 2020
EXPIRES: August 31, 2021**

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PREAMBLE/PURPOSE

Section 1. This Agreement is entered into between the City of Elyria, hereinafter referred to as the “City” or as the “Employer” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union.”

Section 2. The City and the Union agree that they have entered into negotiations to establish this Agreement, which has as its purpose the following:

- a.) To achieve and maintain a satisfactory and stabilized employer-employee relationship to promote improved work performance.
- b.) To provide for the peaceful and equitable adjustment of differences that may arise.
- c.) To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- d.) To insure the right of every employee to fair and impartial treatment.
- e.) To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment.
- f.) To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- g.) To provide for orderly and harmonious employee relations in the interest, not only of the parties, but also of the citizens of Elyria, Ohio.

Section 3. Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and Supervisors will comply with the clear provisions of the Agreement. This Agreement pertains to employees within the bargaining unit as defined hereunder.

Section 4. Nothing contained in this Agreement shall alter the authorization conferred by the ordinances and resolutions of the Elyria City Council, applicable State and Federal laws, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority.

Section 5. This Agreement is subject to all applicable Federal and State laws, City Council Ordinances or Resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial decision interpreting them.

ARTICLE 1 **UNION RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating fringe benefits and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term “bargaining

unit” shall be deemed to include all Lieutenants, Sergeants, and Non-Administrative Captain(s) in the Elyria Police Department.

Additional classifications will be included based on the decision of the State Employment Relations Board resulting from the parties' agreement to submit the bargaining unit determination to that Board.

Section 1.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.3. The parties agree that the Recognition Article and/or Agreement shall remain in force and effect for the duration of this Agreement.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.1. Nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Management rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- a.) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees; not in conflict with the Ohio Revised Code;
- b.) To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- c.) To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively and efficiently meet these purposes;
- d.) To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- e.) To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- f.) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- g.) To determine the necessity to schedule overtime and the amount required thereof;
- h.) To determine the City's budget and uses thereof;

- i.) To maintain the security of records and other pertinent information;
- j.) To determine and implement necessary actions in emergency situations;
- k.) To maintain the efficiency of governmental operations;
- l.) To exercise complete control and discretion over department organization and the technology of performing the work required;
- m.) To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 3
NO STRIKE/NO LOCKOUT

Section 3.1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- a.) During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union Committee will promptly, upon receiving written notice from the City, do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating “the strike action is not sanctioned and all employees should return to work immediately” signed by the Elected Committee. The Ohio Labor Council shall also send a notice to the Employer stating that “the strike action is not sanctioned, is illegal and all employees should return to work immediately.”

Section 3.2. In addition to other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this article is/are subject to discipline or discharge by the Employer. Any disciplinary action taken in accordance with the provisions of this Article may be appealed to the Grievance Procedure of the Agreement, and only the question of whether or not the employee did in fact participate in or promote such action shall be considered.

Section 3.3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 3.1 of this Agreement.

Section 3.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 4
LAYOFFS AND RESTORATION

Section 4.1. When it becomes necessary in the Elyria Police Department, through lack of work or causes other than disciplinary reasons, to reduce the force in said Department, the employee least senior in grade shall be the first to be laid-off.

Section 4.2. In the event that a position in the Elyria Police Department, above the rank of patrolman, is abolished and the incumbent of such position had been permanently appointed thereto, they shall be reduced to the next lower rank in such department, and the youngest officer in point of service in the next lower rank shall be reduced to the next lower rank and on down until the youngest officer in point of service has been reached, who shall be laid off.

Section 4.3. The names of the individuals holding permanent positions in the classified service, who have been laid-off under the provisions of this section, shall be placed by the Commission on the appropriate "Layoff List" in order of their original appointment and for a period not to exceed two (2) years, shall be certified to all appointing authorities as in the case of the original appointments. Whenever discontinued positions are re-established or other cause for layoff is terminated and a request is made for certification for eligible, former employees of the department who have been laid-off and whose names appear on the "Layoff List," shall be the first to receive appointments.

Section 4.4. In the event that a position in the Elyria Police Department, once abolished and made unnecessary, be found necessary to be re-established within three (3) years from the date of the abolishment, or should a vacancy occur through death, resignation or any other cause within three (3) years of the date of the abolishment of such position or layoff, the oldest patrolman employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation, a regular and permanent employee holding rank at least equal to or above that which had been abolished or found unnecessary.

Section 4.5. The City agrees that prior to any layoffs they will first canvass all employees of the department to determine if any employees desire to request a voluntary leave of absence.

ARTICLE 5
PAYROLL DUES DEDUCTIONS

Section 5.1. The City agrees to deduct regular Union membership dues once per pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary/Treasurer of the Union. Upon receipt of the proper authorization, the City will deduct union dues the next payroll period in which the union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the City (see Appendix A).

Section 5.2. It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provision of this article and the Union 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 City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.3. The Employer shall be relieved from making such dues deductions upon the employee's:

- a.) Termination of employment;
- b.) Transfer to a job other than one covered by the bargaining unit;
- c.) Lay off from work;
- d.) An agreed leave of absence;
- e.) Revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5.4. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5.5. It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of a deduction unless a claim of error is made to the City, in writing, within thirty (30) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that union dues will normally be deducted by deduction of the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**ARTICLE 6
[RESERVED]**

**ARTICLE 7
PREVAILING RIGHTS**

Section 7.1. All benefits, rights, privileges, and working conditions enjoyed by members of the bargaining unit, which have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known to the Chief, the City, and the Union, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent of the parties to this Agreement.

**ARTICLE 8
PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 8.1. The provision of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, national origin, religion, ancestry, military status, disability/handicap, political affiliation and

involvement or non-involvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 8.2. 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.

Section 8.3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee because of union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 8.4. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 8.5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against an employee exercising the right to abstain from membership in the Union or involvement in union activities.

ARTICLE 9 **LABOR/MANAGEMENT TEAM MEETINGS**

Section 9.1. The Labor/Management Team meeting shall consist of three (3) representatives of the Employer, two (2) members of the bargaining unit, and the staff representative. It is mutually agreed that this group shall meet after a written request from either party for the purpose of:

- 1.) Disseminating general information of interest to the parties;
- 2.) Giving the FOP/OLC Representatives and/or the Employer the opportunity to share the view of their members and/or suggestions on the subject of interest to their members;
- 3.) Discussing ways to improve efficiency within the department;
- 4.) Promoting harmonious relations between the Employer and the FOP in the best interest of the community;
- 5.) Discussing Safety and Health issues of the department.

Section 9.2. All resolutions to issues mutually agreed to shall be reduced to writing and subject to the grievance article of this agreement.

ARTICLE 10
HEALTH AND SAFETY

Section 10.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The supervisors will correct unsafe working conditions, and see that the safety rules and safety working methods are followed by their employees.

All unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known.

Section 10.2. It is the Employer's intention that insofar as practicable, work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances.

Section 10.3. Any additions or amendments to the work rules shall be reduced to writing, posted on department bulletin boards for a period of three (3) working days, and signed by all employees to acknowledge awareness of the addition or amendment within three (3) working days of posting. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. The notification requirements for work rules do not limit the right of the City to implement a work rule prior to the conclusions of the acknowledgment or posting period.

Section 10.4. All work rules relating to safety standards and safe practice procedures shall in addition to being posted, be verbally communicated to each affected employee by the Department Head and/or the Safety Officer, or by the use of outside vendors for the conduct of awareness training.

ARTICLE 11
RULES AND REGULATIONS

Section 11.1. The Union recognizes that the Employer designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable policies, rules and regulations, consistent with statutory authority, to regulate the conduct and work performance of employees.

The Union agrees that its members shall comply with all Elyria Police Department policies, rules and regulations, including those relating to conduct and work performance.

Section 11.2. The Employer's policies, work rules, directives, and regulations shall not violate any provisions of this Agreement.

Any complaint involving a conflict between the terms of the Agreement and a policy, rule or regulation may be resolved through the Grievance Procedure.

All rules and regulations, special notices and bulletins pertaining to specific articles of this Agreement shall be discussed with the Union and the Employer before adoption as Police

Department policies, rules and regulations. Any policy change shall be signed as received by the Union president or vice president prior to its effective date.

Section 11.3. New departmental written rules and regulations will be furnished to each officer within ten (10) working days. The Employer will prepare all prior written orders which are still effective, in a booklet form, and each officer will receive a copy.

Section 11.4. The Employer shall name up to three (3) representatives and the Union shall name up to three (3) representatives to sit as a committee, which may make recommendations to the Safety Service Director, regarding the development of new Police Department rules and regulations.

ARTICLE 12 **WORK SCHEDULES AND HOURS**

Section 12.1. During the period of this contract, each employee covered by this contract shall be compensated at one and one-half (1 1/2) times the regular hourly rate for any hours over and above eighty (80) hours in a two (2) week period. These assignments shall be posted in advance for a twelve-week period. At no time shall there be less than a twelve-week advance schedule posted on the departmental bulletin board or departmental computer.

Section 12.2. Each employee shall be notified in writing by the officer in charge of the shift of any change in his work schedule at least forty-eight (48) hours prior to the effective time of change unless such change is required because of an emergency.

Section 12.3. Every supervisor shall be given an opportunity to choose his shift and days off. This choice shall be done on the basis of the number of positions in each classification on each shift that are available by rank and seniority within each rank (i.e., the senior ranking Captain shall have the first pick of shift and days off, then next senior ranking Captain, etc., followed by Lieutenants and Sergeants, under no circumstances shall this provision result in overtime to any officer).

Section 12.4. All hours worked in excess of the normal tour of duty in section 12.1 shall be considered overtime.

ARTICLE 13 **SHIFT EXCHANGE**

Section 13.1. Officers in the same working group shall have the privilege of shift exchange. The request for shift exchange shall be submitted to the officers in charge at least seven (7) days previous to the time that the change will take effect. The request shall contain the signatures of the officers and the reason for the proposed shift exchange.

Permission of the officers in charge is required. If the exchange is denied by either officer in charge, the denial must state the reason in writing. If denied, the request may be appealed within 48 hours to the Chief or Safety Service Director who shall reply in writing within 48 hours. The time limits above shall exclude Saturdays, Sundays and holidays.

A shift exchange may be requested with less than seven (7) days' notice with the permission of the officer in charge of both shifts.

The length of any shift exchange shall be for the length of time as agreed to between the officers requesting said shift exchange.

Section 13.2. It is understood that the exchange shall not result in the payment of overtime to the parties involved. It is also understood that the shift exchange includes exchange of scheduled days off if the exchange period includes the days off of one or more officers.

ARTICLE 14 **OVERTIME**

Section 14.1. Overtime shall be paid at one and one-half (1-1/2) times a rate determined by dividing the employee's annual base pay by 2080 hours. Any employee clocking in late shall be docked to the nearest tenth (1/10) of an hour. For all hours actually worked, the overtime rate shall include longevity entitlement.

Section 14.2. All employees covered by the agreement shall receive overtime pay when called in (when off duty) for departmental business, emergencies, special events, or required schooling in the amount of a minimum of four (4) hours, at the overtime rate and if employee works beyond the minimum four (4) hours, he shall receive compensation for his actual time (to the nearest tenth of an hour) worked at the overtime rate as defined in Section 14.1 hereof.

Any reduction in contractual minimum payouts comparable to those contained in this Section 14.2 that are negotiated in the EPPA collective bargaining agreement shall also apply to this bargaining unit as of the effective date of the applicable EPPA collective bargaining agreement..

Section 14.3. If an employee is held over at the close of the regular shift for any of the above reasons, the employee shall be paid at the overtime rate for the actual time worked to the nearest tenth (1/10) of an hour for the first thirty (30) minutes. If the employee is held beyond the thirty (30) minutes, the employee shall be paid a minimum of two (2) hours pay at the overtime rate and if the employee works beyond the minimum of two (2) hours he shall be paid for the actual time worked to the nearest tenth (1/10) of an hour.

Section 14.4. An employee may use compensatory time in lieu of overtime payments by mutual agreement with the employer where to use of compensatory time is permitted by the federal fair labor standards act. The total amount of overtime accumulated by each officer shall be ascertained and certified by the office of the Safety Service Director. Each employee may then use hours in their bank as time off with the permission of his officer in charge. On the first pay day of October, officers will be paid for hours in excess of two hundred (200) hours and with the approval of the Safety Service Director and thirty (30) days' notice, may turn in all or part of his accumulated hours.

Section 14.5. In January, April and July, each officer shall have the option of reducing by forty (40) hours his accumulated compensatory time. Payment for these forty (40) hours shall be at a rate determined by dividing employee's annual salary (including longevity) by 2080.

Section 14.6. Bargaining unit members assigned to the Detective Bureau and the on-call Accident Investigator on alert status or on call status shall receive eight (8) hours of straight time pay for the 7-day period for which the employee is on alert or on call status. The employee shall also receive a minimum of four (4) hours of pay, at the applicable rate, or pay for the amount of time actually worked by the employee if in excess of four (4) hours, for each day that the employee is actually called into work. Members assigned to more than one unit shall only receive one on-call stipend per week regardless of the number of units assigned on-call for the same week.

The Chief may designate other positions for on-call or alert status at his discretion.

Section 14.7. Three (3) hours overtime at the appropriate overtime rate of pay will be paid to an officer for City required court appearances on days off or when on vacation status, regardless of the number of appearances made during those three (3) hours. The City agrees that it will provide an employee with at least a twelve (12) hour advance notice of cancellation of any court appearance or scheduled departmental meetings other than those involving internal affairs investigations. If cancellation is not received within twelve (12) hours of the scheduled appearance, said employee is to turn in the cancelled subpoena to the officer-in-charge (OIC) by midnight of the date of the scheduled appearance. For the purpose of this section, City required court appearances should mean any City appearance of an employee which is required by the City as a result of his official duties as a Patrol Officer. The following are examples but are not intended to limit the above definition to only said examples:

- a). Criminal Case appearances;
- b). Civil Case appearances;
- c). Administrative hearing appearances such as Board of Liquor Control, Bureau of Motor Vehicles, Civil Service Commission, etc.

Section 14.8. When an employee is assigned to higher supervisory duty for all or part of their shift, they shall receive credit for such service according to the following schedule:

One (1) Through Four (4) Hours	.5 Overtime Hours
Over Four (4) Hours	1.0 Overtime Hour

Section 14.9. For payroll purposes, an employee's consecutive days off shall be counted as Saturday and Sunday. All employees shall be entitled to receive compensation at the rate of one and one-half (1-1/2) times their regular pay for each hour worked on their first day off and double their regular rate of pay for each hour worked on their second day off. If any employee's first day off is a Sunday then the rate under this Section shall be one and one (1-1/2) times their regular pay.

Section 14.10. All employees covered by this Agreement shall receive overtime pay when called in to work when it is not the employee's regularly scheduled tour of duty as follows:

- A. Two (2) times the basic hourly rate of pay for Sundays, vacation days and legal holidays, except New Year's Day, Thanksgiving Day and Christmas Day.

B. Three (3) times the basic hourly rate of pay for New Years Day, Thanksgiving Day and Christmas Day.

Section 14.11. All employees regularly scheduled to work on Thanksgiving, Christmas Eve, and Christmas Day, and who actually work their scheduled shift shall be paid one and one-half (1 ½) times the basic hourly rate.

Section 14.12. Voluntary fitness exam will be administered during the month of June of each year. Exams will be administered by the Chief of Police or his designee. Officers who meet the standards agreed upon by the City and the bargaining unit at the signing of this contract shall receive an additional five hundred dollars (\$500.00) the first pay of July.

ARTICLE 15 **WAGES**

Section 15.1. All employees within the bargaining unit shall receive a base pay in accordance with the wage schedule appended to the parties' agreement and prepared and/or updated as necessary in accordance with this article.

- a.) Sergeants shall be compensated at a base rate of no less than fifteen and one quarter percent (15.25%) above Patrolman, Step A.
- b.) Lieutenants shall be compensated at a base rate of no less than fifteen percent (15%) above Sergeant.
- c.) Captains shall be compensated at a base rate of no less than fourteen and three quarters percent (14.75%) above Lieutenant.

See Appendix E.

Section 15.2. Longevity refers to an employee's elapsed time of employment by the City.

Section 15.3. Longevity shall be computed by starting with the employee's first day on the City payroll, and including every additional and continuous day that the employee remains on the payroll.

Section 15.4. An employee is allowed one interruption of this continuous service, but only if that interruption is for less than 200 days. An interruption of 365 days or more means that longevity starts from the day the employee returns to the payroll. The days missed in a period of time of less than 200 days will be counted towards an employee's longevity, while the days missed between 200 days and 364 days will not be counted toward longevity, but will be subtracted from an employee's total longevity time. The Employer may approve a longer period of interruption without loss of longevity in the case of involuntary medical leave. The grant of any such longer period shall not establish a precedent.

Section 15.5

- (a) For full-time employees who began employment with the City prior to July 1, 2014, longevity benefits will be given as described below:

A one (1) percent salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one (1%) percent increments due to longevity are limited to a maximum of twenty percent (20%).

- (b) For full-time employees who began employment with the City on or after July 1, 2014 longevity benefits shall be as follows:

- 1) Employees hired after July 1, 2014 shall be paid their base salary plus any allowance plus any negotiated wage increases through their first five (5) years of employment.
- 2) On the 5th anniversary date of their employment, these employees shall receive a five percent (5%) wage increase, which shall be calculated on their base salary.
- 3) On the 10th anniversary date of their employment, these employees shall receive an additional five percent (5%) wage increase, which shall be calculated on their base salary.
- 4) On the 11th through 20th anniversary dates of their employment, these employees shall receive an additional 1% wage increase, which shall be calculated on their base salary.

Section 15.6 Increments due to longevity are limited to a maximum of twenty percent (20%). These merit increases shall all be calculated on the Employees' base salaries in effect at the time of the increase which shall not include allowances, but shall include any negotiated increases in base salary.

Section 15.7. Employees, for the purposes of longevity, are limited to all regular full-time employees.

ARTICLE 16 **LIFE INSURANCE**

Section 16.1. The City agrees to provide a life insurance policy in the amount of one (1) times the employee's base pay, not to exceed seventy-five thousand dollars (\$75,000.00) for each bargaining unit employee.

ARTICLE 17 **VACATIONS**

Section 17.1. Regular full-time employees shall be granted the following vacation leave with full pay based upon their length of service as follows:

Length of Service

Length of Vacation

One (1) but less than seven (7) years
Seven (7) but less than thirteen (13) years
Thirteen (13) but less than twenty (20) years
Twenty (20) but less than twenty-five (25) years
Twenty-five (25) or more years

Two (2) Calendar Weeks
Three (3) Calendar Weeks
Four (4) Calendar Weeks
Five (5) Calendar Weeks
Six (6) Calendar Weeks

Section 17.2. An employee becomes eligible for vacation leave on his employment anniversary date, and the vacation leave shall be taken by the employee within twelve (12) months after it is earned. The Union agrees that if any member of the bargaining unit takes any vacation time off before they are eligible for it and then leaves employment with the City, said time will be deducted from his last pay check.

Section 17.3. If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to his estate.

Section 17.4. Scheduling of vacation will be done in accordance with the procedure established by the Police Chief.

Section 17.5. Each member of the bargaining unit may sell back one (1) week of vacation each calendar year.

ARTICLE 18 **HOLIDAYS**

Section 18.1. The employees covered by this Agreement, who are assigned a rotating shift and days off, are authorized ten (10) vacation days in lieu of the hereinafter stated ten (10) holidays, whether or not the employee actually performed services on the stated holidays. All other employees will have the option of taking the holidays off, or additional vacation days.

- The first day of January, known as New Year's Day;
- The third Monday in February, known as President's Day;
- Memorial Day;
- The Fourth of July, known as Independence Day;
- The first Monday in September, known as Labor Day;
- The second Monday in October, known as Columbus Day;
- The eleventh day of November, known as Veterans Day;
- The fourth Thursday in November, known as Thanksgiving Day;
- The twenty-fifth day of December, known as Christmas Day;
- One-half (1/2) day off for the twenty-fourth of December, known as Christmas Eve; and one-half (1/2) day off for Good Friday.

Section 18.2. In addition to Section 18.1 above, all employees shall receive three (3) days off per year for personal business. Employees shall receive one (1) day off for the employee's birthday, and one (1) day off for Martin Luther King Jr. Day. These personal days may be

carried over to the next succeeding year; however, any days so carried over must be used by December 31st of the next succeeding year. If an employee has more personal days than he can carry over for the succeeding year, those personal days in excess shall be converted to compensatory time on a one-to-one basis and be used pursuant to Article 13 of this agreement.

One (1) additional personal day will be granted upon request to any employee during his/her last three (3) years of employment for purposes of accommodating that employee's retirement logistics, i.e., to meet with Police and Fire Pension Board.

Section 18.3. In addition to Section 18.1 and 18.2 above, all employees shall receive one (1) day off for any day declared by the Mayor of Elyria as a holiday, celebration, or a day of mourning.

Section 18.4. For the purposes of this article and any premium pay involved, holidays shall commence at 12:00 a.m. which is the start of the holiday.

ARTICLE 19 **CLOTHING ALLOWANCE**

Section 19.1. List of job-related equipment, which the City of Elyria is to provide and maintain for officers of the police department.

- Pair of insulated severe weather boots;
- (1) Insulated severe weather jumpsuit or snowmobile suit;
- (1) Pair inclement weather shoe boots;
- (1) Bullet proof vest;
- (1) Riot helmet;
- (1) Riot uniform;
- (1) Riot cap (baseball type);
- (1) Riot gas mask;
- (1) Riot equipment bag;
- (1) Sam brown Velcro belt;
- (1) Velcro trouser belt;
- (3) Magazines;
- (1) Magazine Case;
- (1) Utility knife;
- (1) Rechargeable Mag-light ML-5000;
- (1) Baton ring.
- (1) Pair of handcuffs
- (1) Handcuff case
- (1) Duty holster
- (1) Service weapon
- (3) Badges (2-breast, 1-cap)
- (1) Asp
- (1) Asp holder
- (1) Cap-Stun (pepper spray)

The employee who is promoted into the supervisors' bargaining unit after the effective date of this agreement shall receive the below items as listed.

- (1) Gold Chain
- (2) Name Tags
- (16) Gold buttons
- (2) Caps (Summer and winter)
- (14) Chevrons or bars (the necessary number required by the dress code)

Section 19.2. Beginning in the year 2012 and each year thereafter, each employee shall receive a clothing allowance of one thousand two hundred dollars (\$1,200) annually for the purchase of regulation uniforms and clothing as prescribed by the Chief of Police to be paid in the month of January of each year. In addition to the annual clothing allowance, there shall be a one-time payment to any bargaining unit member after permanent assignment to an investigative position, or promotion from Sergeant to Lieutenant, of two-hundred fifty dollars (\$250.00).

Section 19.3. There shall be no change in the standard uniform during the term of this agreement without the approval of the Chief of Police and the Union.

Section 19.4. Clothing or equipment (other than that listed in this section) which is worn or used by an officer with departmental approval will be repaired, where possible, or replaced, if necessary, if such clothing or equipment is damaged while in the performance of an officers duties. The department may replace the clothing or equipment with a similar item of reasonable value. Replacement cost will not exceed the price of standard or comparable items worn or carried by other officers. Items will not be replaced if the damage or loss of the items results primarily from negligence by the officer involved. The value of any time piece shall be limited to fifty dollars (\$50.00).

ARTICLE 20 **HOSPITALIZATION**

Section 20.1. The City agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 6 of this article.

Section 20.2. The monthly cost for family and single coverage shall be shared between the City and the employee; the City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. The contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this article.

Section 20.3. At the beginning of each quarter (no later than the 15th day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 4), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

Section 20.4. The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 2 and 3.

Section 20.5. Nothing in this article shall diminish the City's obligation to provide and pay for the hospitalization plan established.

Section 20.6. There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City employee bargaining units whose members are eligible for health care benefits and who have agreed to have a representative on the Committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the Committee shall be by majority vote of the committee.

- A. The Committee shall meet no later than the 15th of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.
- B. The EHP Committee may decide any of the following:
 - i.) To keep the same plan and pass on any cost increases above the rates set forth in Section 2 of this article; or
 - ii.) To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
 - iii.) To change the plan and reduce the level of benefits and if there is an increase to the rates set forth in Section 2 of this article, pass that increase on based on Section 2; or
 - iv.) To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 2 of this article and pass that decrease on through contributions as set forth in Section 2.
- C. If during the term of this Agreement, the yearly cost of health insurance based on the COBRA rate increases by 15% or more and if the EHP Committee is unable to eliminate the cost increase through diligent efforts, the percentage increase over 15% shall be allocated equally between the Employer and the Employee with a maximum Employee contribution of 16.5%, which is subject to the approval of the EHP Committee, and further provided that the increase is applicable to all City employees.

- D. Decisions of the committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 3 and make a decision based on Section 6B if necessary. If the committee is going to decide that the City must take bids, the committee must provide the City with the necessary information by September 15th preceding the year for which bids are taken.
- E. There shall be an EHP Committee meeting prior to any increase in the employee's contribution.

Section 20.7. Spousal Hospitalization.

- A. The parties agree that spouses of City employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the City shall not provide primary coverage for spouses of City employees who are employed and have health care available via that employer and at that cost.
- B. The City will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.
- C. In exchange, the City agrees to reimburse City employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.
- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. City employees shall be required to report to the City Auditor any changes to the actual monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.

ARTICLE 21
SICK LEAVE

Section 21.1. Sick leave will be earned and accumulated without limit at the rate of 2.3 hours for each forty (40) hours worked. Pay for sick leave shall be at the employee's base rate, plus longevity.

Section 21.2. 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 workday or workweek earnings.

Section 21.3. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- 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 his immediate family (see bereavement leave);
- c.) Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours;
- d.) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at this job would jeopardize the health of others;
- e.) Pregnancy and/or childbirth and other conditions related thereto.

Section 21.4. To be eligible for paid sick leave an employee must report prior to his scheduled starting time the reason for his absence to his Department Head or his designee, (which may be a central reporting number), on each day involved, unless otherwise approved by the City.

Section 21.5. The Employer may require an employee to furnish a standard written statement on a form provided by the City to justify the use of sick leave. An employee who is absent on sick leave shall be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor, for any illness of more than three (3) days duration. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 21.6. In addition to the provisions of Section 21.5 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/her job. This statement is for the purpose of protecting the Employer from Worker's Compensation claims or further claims arising from these existing injuries or disabilities. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill person.

Section 21.7. At the discretion of the City, an employee may be required to submit to and pass a medical examination by a licensed physician satisfactory to the City before being permitted to return to work. If the physician is designated by the City, the City will pay the expense of said examination.

Section 21.8. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wages paid. The employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

Section 21.9. Employees shall receive pay for 105 days, plus fifty percent (50%) over 105 days, of their unused sick leave in case of death, or permanent disability, or retirement, or to an employee resigning for a proven bona fide illness of himself or a member of his/her immediate

family, or to an employee who leaves for any reason after ten (10) years of continuous service. This section only applies to those employees, who were hired by the City before July 1, 1985. Employees hired on or after July 1, 1985, shall receive up to one-third (1/3) the value for up to two hundred ten (210) days of accumulated but unused sick leave, with a maximum payoff of seventy (70) days subject to the conditions above. Payments made under this section shall be made within six (6) months after the employee's separation from the City.

Section 21.10. An employee who does not use any of his sick leave in any period consisting of four (4) consecutive months shall be granted four (4) hours of compensatory time. An employee who does not use any of his sick leave in any period consisting of eight (8) consecutive months shall be granted eight (8) hours of compensatory time. An employee who does not use any of his sick leave in any period consisting of twelve (12) consecutive months shall be granted sixteen (16) hours of compensatory time and shall continue to receive sixteen (16) hours of compensatory time every four (4) months until such time as he uses sick leave.

The employee shall be permitted to use this compensatory time in accordance with the provisions of Article 13 of this Agreement.

Section 21.11. Any time an employee is involved in a critical incident, the employee shall receive the necessary time off as administrative leave to relieve the stress which resulted from the incident, as determined by the Police Chief.

In addition, an employee directly involved in a critical incident may request to use to three (3) days of sick leave if the employee believes he or she is unable to perform the duties of the job due to involvement in the critical incident. The request is subject to the approval of the Police Chief, who may request documentation substantiating the need for leave from the employee's treating physician. These sick leave days shall not be charged against the employee for purposes of the sick time bonus contained in Section 21.10.

For purposes of this Section, a "critical incident" is defined as an event that occurs in the performance of an employee's duties that is so unusual and traumatizing that it overwhelms the normal coping ability of law enforcement personnel and can include, by way of example, officer involved human shootings, multiple fatalities, child fatalities, and acts of extreme violence.

ARTICLE 22 **INJURY ON DUTY**

Section 22.1. Every full-time bargaining unit employee shall be entitled to apply for benefits under this article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances that would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

Section 22.2. To apply for benefits under Section 22.1 hereof, written application shall be made to the Safety Service Director 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 Safety Service Director to approve or reject the application and in doing so he may require examination by a registered physician of the Employer's selection.

Section 22.3. Before any employee who has made application to the Safety Service Director for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Worker's Compensation benefits from any compensation fund to which the City contributes by the filing of a FROI-1 with the Bureau. He shall also complete the injury on duty and reimbursement form provided by the City (see Appendix E). No employee shall be entitled to City-paid injury on duty benefits until this requirement has been completed.

Section 22.4. If the employee's application is approved and the State's FROI-1 form is filed, payments received shall be considered a continuation of wages. The employee may receive up to twelve (12) consecutive month's full pay. The employee will be entitled to compensation for any job-related disability that requires him/her to lose one (1) or more days off work, including weekends and holidays. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay for the injury. In any event, no benefits under this article shall be payable after two (2) years from the date of injury. The benefits shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary, part-time, and seasonal employees.

Section 22.5. When the employee's application is approved, the Safety Service Director shall place the employee on such benefit status.

Section 22.6. In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City.

Section 22.7. In the event the injury or disability sustained by the employee is not total, the Safety Service Director may assign the employee to duties, which are consistent with the employee's physical abilities. The City shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the City to determine the employee's ability to perform the alternate job duties. Should an employee elect not to return to work under a modified duty assignment, the provisions for the benefits under this article shall cease.

Section 22.8. Once an employee has exhausted the twelve (12) weeks of Family and Medical Leave, the Employer shall have the right to have the employee examined by a licensed physician designated by the Employer. Such examination(s) may occur at least every thirty (30) calendar days, as determined by the Employer.

In the event it is determined the employee cannot return to the full and complete duties or his position, the employee shall either draw Worker's Compensation payments or the employee shall apply for disability retirement.

If the licensed physician determines that the employee is unlikely to return to work at the end of the twelve (12) month period, the employee shall either file for Worker's Compensation (lost

wages only), or process disability retirement, and the provisions for the benefits under this article shall cease.

ARTICLE 23
BEREAVEMENT LEAVE

Section 23.1. Employees shall be granted a leave of absence with pay in the event of the death of his/her spouse, life partner, the employee's or employee's spouse's parents, step-parents, children, step-children, brother, step-brother, sister, step-sister, grandparents, step-grandparents, grandchild, step-grandchild, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and person in loco parentis.

Section 23.2. An employee may absent himself for this purpose for a period not to exceed three (3) working days for each death, including travel time within the State of Ohio, and five (5) work days for each death, including travel time outside the State of Ohio.

Section 23.3. Employees will be granted a period not to exceed one (1) working day in the event of the death of an aunt or uncle.

Section 23.4. In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave.

ARTICLE 24
EDUCATION

Section 24.1. An employee required to attend schooling or training sessions shall receive overtime for the time actually attending classes, except for the days that the employee is scheduled to work. An employee who volunteers for schooling must waive the above overtime provision.

Section 24.2. A college incentive program is hereby adopted for Police Officers as follows:

- 1.) The base pay of a Police Officer shall be increased one dollar and ten cents (\$1.10) per month for each credit hour of approved criminal justice/crime related fields of study courses successfully completed.

Crime Related Fields of Study:

Police Science/Police Administration
Criminal Justice/Criminal Justice Administration
Criminology
Forensic Science/Criminalistics
Juvenile Justice
Corrections/Correctional

Administration/Probation/Parole:

Criminal Justice Planning/Evaluation;
Judicial Management/Court Administration;
Behavioral Science/Psychology with Criminal Justice Concentration;

Business and Public Administration with Criminal Justice Concentration;
Social Sciences with Criminal Justice Concentration.

- 2.) A passing grade of "C" or better is required in order for the individual Corrections officer to get credit under such incentive program.
- 3.) The course selection shall be based on courses at the Lorain County Community College or approved by Lorain County Community College or other accredited educational institutions and leading to an Associate Degree in the Disciplines of Criminal Justice/related fields of study.
- 4.) A maximum of ninety-six (96) credit hours shall be available for an Associate's Degree under the college incentive program. A maximum of one hundred and twenty-one (121) hours shall be available for a Bachelor's Degree under the college incentive program.
- 5.) No credit shall be earned until fifteen (15) credit hours have been earned by the individual police officer.
- 6.) Credit shall be given for approved courses successfully completed by a grade of "C" or better prior to the adoption of this program or prior to the employment as a police officer. Any police officer who is awarded and receives a Bachelor's Degree from an accredited educational institution shall receive the maximum one hundred twenty-one (121) credit hours available under this college incentive program. The maximum credit shall be given regardless of the field of study in which the Bachelor's Degree is awarded. Credit shall be given for Bachelor's Degree awarded and received prior to the adoption of this program or prior to the employment as a police officer. Any employee who has been awarded a Bachelor's Degree shall receive full credit of one-hundred twenty-one (121) hours. Employees who receive an Associate's Degree and then work towards a Bachelor's Degree will receive a maximum of ninety-six (96) hours of credit until such time as they are awarded their Bachelor's Degree. Once the Bachelor's Degree has been awarded that employee becomes entitled to the additional twenty-five (25) credit hours for the maximum amount of one hundred twenty-one hours.

Section 24.3. The City agrees to pay one hundred percent (100%) of educational expenses, to include tuition and books, for any bargaining unit members attending classes in the above identified fields of study in Section 24.2, if those classes are taken through LCCC. Officers attending other institutions shall be compensated at an amount not to exceed \$253.00/semester hour.

The books shall remain the property of the Police Department and shall be used by other members when applicable.

ARTICLE 25 **UNION LEAVE**

Section 25.1. Delegates appointed by the Union, not to exceed two (2) in number off duty at any one time, shall be granted time off with no loss of pay not to exceed a maximum total of twenty

(20) days off duty per year, in order to perform their FOP Ohio Labor Council and/or FOP functions including:

- 1.) Attendance at conventions;
- 2.) Attendance at conferences;
- 3.) Attendance at seminars.

Section 25.2. The City and the Union hereby agree that any delegate appointed by the Union and elected to a state level executive committee position in either the FOP or the FOP Ohio Labor Council, shall receive preferential consideration concerning his/her schedule in order to carry out the duties of such state level position. Any consideration given toward scheduling will be done so long as it does not result in overtime charged to the City.

ARTICLE 26 **MILITARY LEAVE**

Section 26.1. The City shall grant military leave in accordance with the applicable local, state or federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA), of 2005 as amended.

Section 26.2. A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military commander authorizing such duty, or other such documentation as required by law if requesting military leave.

ARTICLE 27
GRIEVANCE PROCEDURE

Section 27.1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 27.2. The term “grievance” shall mean an allegation by a bargaining unit employee or group of employees 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 which are controlled by the provisions of Federal, State and/or City laws and/or by the United States or Ohio Constitutions, or City Charter.

Section 27.3. Where the alleged grievance is of a nature that qualifies for appeal under the Rules of the Civil Service Board, the aggrieved employee shall appeal through the Board in accordance with the rules of that body, except as provided in Article 28, Discipline.

Section 27.4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except of grievances involving suspension which shall be introduced at Step 2 of the grievance procedure.

Section 27.5. Any employee(s) may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. However, the failure of the City to answer the grievance as scheduled at Step 3 will presume that the claims given at the preceding step is valid and a decision will be rendered in favor of the aggrieved. All time limits on grievances may be waived upon mutual consent of the parties. In order for an alleged grievance to receive consideration the grievance must be presented at Step 1 of the grievance procedure within five (5) working days after the occurrence of the incident giving rise to the grievance.

Section 27.7. 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;
- 4.) Date grievance was filed in writing;
- 5.) Name of Department Head with whom grievance was discussed;
- 6.) Date and time grievance occurred;

- 7.) Where grievance occurred;
- 8.) Description of incident giving rise to the grievance;
- 9.) Articles and Sections of Agreement violated;
- 10.) Resolutions requested.

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

Section 27.8. The following steps shall be followed in the processing of a grievance:

STEP 1 - POLICE CHIEF

The employee(s) who has an alleged grievance shall file a grievance in writing, using a form jointly developed by the parties, with the employee's Police Chief. The grievance form will be signed by the employee. The Police Chief shall meet with a member of the Official Grievance Committee within five (5) working days after the written grievance has been filed. It shall be the responsibility of the Police Chief to investigate the allegations and provide the grievant and if necessary, the Officer in Charge and/or other Officer(s) of the Department with his written answer to the grievance within five (5) working days after the meeting. The grievant(s) will attend this Step of the grievance procedure when so authorized by the local Union grievance committee. The Police Chief may also call the employee's immediate supervisor to attend this meeting.

STEP 2 – SAFETY SERVICE DIRECTOR

If the grievance is not settled at Step 1, the grievant may within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Safety Service Director. The Safety Service Director shall have seven (7) working days to schedule a meeting. The Director of Safety Service shall meet with the grievant, and if so requested, the Union's Legal Counsel, and/or, if necessary, the Officer in Charge, and any other Officers of the Department, the Police Chief. Legal counsel or other members of the administration may attend grievance meeting at the Safety Director's request. The grievant(s) will attend this Step of the grievance procedure when so authorized by the Official Grievance Committee. It shall be the responsibility of the Safety Service Director to investigate the allegations and provide the Official Grievance Committee with his written answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the Official Grievance Committee within (7) working days after the grievance was received at this Step.

STEP 3 – MAYOR

If the grievance is not settled at Step 2, the grievant may within five (5) working days after the receipt of the Step 2 answer, appeal the grievance in writing to the Mayor of the City. The Mayor or his designee shall have seven (7) working days in which to schedule a meeting, if he deems such meeting necessary. If a meeting is deemed necessary, the Mayor or his designee

shall meet with the grievant, and if so requested, the Union's Legal Counsel, and/or, if necessary, the Officer in Charge, any other Officer of the Department, Police Chief, Safety Service Director, Law Director. Legal counsel or other members of the administration may attend grievance meeting at the Mayor's request. The grievant will attend this Step of the grievance procedure when so authorized by mutual agreement of the parties. It shall be the responsibility of the Mayor or his designee to investigate the allegations and provide a member of the Official Grievance Committee with his written answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to the grievant within seven (7) working days after the grievance was received at this Step.

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 this Step 4. In the event the grievance is a matter for which statutory appeals procedures exist, the grievance shall not be considered for arbitration under this Step 4.

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken on such grievance under Step 3 in the grievance procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a Notice to Arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as Arbitrator from the panel of arbitrators as listed in Appendix D using the alternative strike method to select the arbitrator.

The Arbitrator shall limit his decision 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:

- A-1.) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
- A-2.) Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable laws.
- A-3.) Limiting or interfering in any way with the powers, duties or responsibilities of City Council under its rule making powers not inconsistent with this Agreement.
- A-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 this Agreement.
- A-5.) That would change the established wage scales, rates on new or changed jobs, or change in any wage rate, that has been negotiated as part of this Agreement.

- A-6.) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- B. The questions of arbitration of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitral. If the Arbitrator determines the grievance is within the purview of arbitrament, 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 hereunder shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the Arbitrator shall be final and binding, and the Employer shall notify the grievant and the Union within ten (10) working days after the receipt of the Arbitrator's decision as to when the Employer will implement the Arbitrator's decision.
- D. The cost of the services of the Arbitrator, the cost of any proof produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. 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/her normally scheduled working hours on the day of the hearing.

Section 27.9. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding on both parties. Working days as provided in the Grievance Procedure shall not include Saturdays, Sundays and holidays.

ARTICLE 28 **DISCIPLINE**

Section 28.1. Employees who have completed their probationary period shall not be disciplined except for just cause. The Employer will follow a policy of progressive and corrective discipline that takes into consideration the nature and severity of the offense.

Section 28.2. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the disciplinary action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement. Any grievance regarding a suspension, demotion or termination may be brought directly to Step 3 of the grievance procedure.

Section 28.3. Whenever the Employer determines that there may be cause for an employee to be disciplined (suspended, demoted, discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The affected employee may elect to have a representative of the Union present at any such

predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

Section 28.4. Records of disciplinary action shall cease to have force and effect in accordance with the schedule in Section 34.3 of the Agreement, upon the completion of a twenty-four (24) month period following the effective date of such disciplinary action providing there is not intervening disciplinary action taken during that time period.

ARTICLE 29 **EMPLOYEE RIGHTS**

Section 29.1. The Employer will provide the Union with copies of all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, and termination notices unless otherwise requested by the employee. Any such request by the employee shall be in writing.

Section 29.2. Any employee who reasonably believes that he will be subject to disciplinary action shall have the right to Union representation during any interview with the Employer regarding the subject matter of the possible disciplinary action. The right to Union representation shall not apply to day-to-day interactions with supervisors.

Section 29.3. Any employee interviewed concerning an act which, if proven, could reasonably result in suspension, demotion, or termination will be afforded the following additional safeguards:

1. **Notification of Scope of Questioning.** Whenever an employee is being investigated, the employee shall be informed of the general scope of the investigation prior to questioning. The notification shall include the name of the complainant, 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 allegations against the employee sufficient to reasonably apprise the employee of the nature of the charges. The employee may agree to answer questions at that time or request that questioning be delayed for up to three (3) calendar days in order to obtain legal advice or other assistance.
2. **Notification of Nature of Investigation.** Employees under non-criminal investigation shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) working days of when the complaint is received. Employees on leave status shall be notified within four (4) working days of returning to duty. Where known, employees shall be informed of all details of the investigation that are necessary to reasonably apprise the employee of the factual background of the complaint. When, in the reasonable judgment of the Chief of Police, disclosure of the complaint will seriously jeopardize an investigation of the complaint, the notice requirement under this provision shall not apply.
3. **Notification of Suspicion.** The employee will be informed prior to the interview if the Employer believes the employee is the subject of the investigation.
4. **Right to Representation.** At the request of any police officer under disciplinary investigation, he shall have the right to be represented by the Union attorney or other

Union representative of his choice, who shall be present at all times during such questioning whenever such questioning may result in suspension, demotion, or termination.

5. Right to an Attorney. If a City attorney participates in an interview or an investigation of complaints or suspected violations of rules or regulations, the member shall have the right to have an attorney of his choosing accompany him in such proceedings.
6. Location of Interviews. With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists that requires the interview to be conducted elsewhere.
7. Time of Interviews. The Employer shall make a reasonable good faith effort to conduct these interviews at a time reasonably related to the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
8. Employee Constitutional Rights. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the state or the United States.
9. Notification of Criminal Nature of Investigation. If the Employer questions a member during a criminal investigation of one of its other employees, it shall advise the member of the criminal nature of the investigation and whether the member being interviewed is a suspect or a witness before interviewing the member. Notification shall not be required in the case of covert or undercover investigations. Investigations of the use of deadly force by members shall be conducted pursuant to the Employer's rules.
10. Intimidation and Threats. Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. The employee will not be threatened with transfer or any disciplinary action as a means of obtaining information. The employee cannot be subjected to abusive language or promise of reward as inducement for answering questions.

Section 29.4. Criminal Investigations. All employees subject to criminal investigation shall be provided the same constitutional and statutory safeguards afforded to all citizens.

Section 29.5. Polygraph Examinations. In the course of an interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. No employee shall be ordered to submit to any device designed to measure the truth of responses during questioning; provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis.

Section 29.6. Limitation of Scope of Interviews. All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

Section 29.7. Personal Disclosure. No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member or his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to his performance of his official duties, or unless such disclosure is required by law.

Section 29.8. Witness Status. If an employee is questioned only as a witness but the investigator believes or reasonably should believe the employee's responses disclose his own possible violations of the law or regulations, the employee shall be advised of the possibility that his actions or omissions may result in an investigation or disciplinary action and of the right to seek legal advice or other assistance. After the advice is given, the questioning will cease at the request of the employee or the investigator.

Section 29.9. Tape Recording. When an employee is being interviewed in an internal investigation, such interview shall be audio-recorded by the City if either the Employer or the employee so requests. Recordings of interviews may be made by either party and a copy of each recording shall be provided to the other party, upon request. If the interviewed employee is subsequently charged and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof. All recordings shall be made openly. No surreptitious recordings shall be made by the City, the Union, or any bargaining unit member.

Section 29.10. Time Limits on Reporting Findings. The Internal Affairs Unit shall have one hundred twenty (120) days from the date a complainant signs his internal affairs complaint in an administrative investigation or the Chief assigns a department investigator within which to report its findings to the Chief, which findings shall be file-stamped by the Chief's office upon receipt. In the case of a complaint that is originally investigated as a criminal investigation, the Internal Affairs Unit shall have ninety (90) days from the date such complaint is converted into an administrative investigation within which to report its findings to the Chief's office, which findings shall likewise be file-stamped by the Chief's office upon receipt. The Chief shall have thirty (30) days from that date within which to render his decision as to discipline, if any. The Chief may also return the investigation to the Internal Affairs Unit for an additional thirty (30) days, after which time he must render his decision.

Section 29.11. Notification of Results. The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

Section 29.12. Press Release of Results. There shall be no press release by the Employer or the Association regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

Section 29.13. Publicity. The Employer shall not cause employees being questioned to be subjected to visits by the press or news media, nor shall their home address be given to the press or news media without the employee's express consent.

Section 29.14. Evidence. Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal action unless otherwise ordered by a court.

ARTICLE 30
VACANCIES

Section 30.1. Any vacancy occurring within the officer's ranks will be filled within ninety (90) calendar days if a civil service list is available.

ARTICLE 31
SERVICE WEAPON

Section 31.1. Upon retirement the officer shall receive his service weapon.

ARTICLE 32
COPIES OF AGREEMENT

Section 32.1. Each bargaining unit member of the Fraternal Order of Police Ohio Labor Council will receive a copy of the Agreement.

ARTICLE 33
SEVERABILITY

Section 33.1. This Agreement is subject to all applicable Federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws.

Section 33.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, it shall have 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.

ARTICLE 34
PERSONNEL FILES

Section 34.1. There shall be one (1) personnel file for each employee; provided, however, that pre-employment background check information and medical information shall be maintained in separate files. The contents of personnel records shall be made available to the employee for inspection and review during regular business hours of the Employer upon written request. Upon request, the employee shall be provided one copy of any document contained in his personnel file. An employee may obtain additional copies of documents that are subject to disclosure, in accordance with the Ohio Revised Code. An employee may not make unauthorized copies of his personnel file.

The Employer and the Union acknowledge that the Employer is "public office" as defined by R.C. §149.011(A) and that certain records, including personnel files, maintained by the Employer constitute "public records" as defined by R.C. §§149.43(A)(1) and 149.011(G). The Employer is required by law to produce records deemed public records in response to public records requests.

In light of the foregoing, the Employer and the Union agree that upon receipt of a public records request for the personnel file for a bargaining unit member, the Employer will redact peace officer residential and familial information; and any other information that is deemed not to be a public record in accordance with R.C. §149.43(A)(1) or otherwise prohibited from disclosure under the law.

The Employer and the Union further agree that the Employer's Law Director will have the sole authority to determine what should and should not be redacted prior to fulfilling a public records request. Should the content of this section conflict with Ohio law, Ohio law shall supersede the requirements of this Section.

The Employer and the Union further agree that after fulfillment of the public records request, the Employer will notify the affected employee that his or her personnel file was the subject of a public records request. The redacted personnel file shall be made available to the employee for inspection and review during regular business hours of the Employer upon written request.

Section 34.2. If, upon examining his personnel file, a bargaining unit member believes that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. After the Employer has dated and initialed the memorandum for the sole purpose of acknowledging receipt, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. The acknowledgement signature by the Employer does not indicate concurrence or disagreement with the employee's memorandum.

Section 34.3. All disciplinary matters shall cease to have force and effect for internal office purposes and shall not be considered for purposes of progressive discipline after the time periods set forth below, provided there have been no intervening disciplinary actions taken during the same time periods.

- | | | |
|----|---|----------------|
| A. | Verbal Counselings | one (1) year |
| B. | Written reprimands | two (2) years |
| C. | Suspensions, Demotions, or disciplinary transfers | five (5) years |

Section 34.4. An employee shall be provided with a copy of any disciplinary action or material related to job performance that is to be placed in his personnel file.

Section 34.5. Personnel investigations that result in findings of "exonerated", "unfounded" or "not sustained" shall be retained in accordance with the City's Record Retention Schedule.

ARTICLE 35 **DURATION**

Section 35.1. This Agreement shall be effective as of September 1, 2020, and shall remain in full force and effect until midnight August 31, 2021, unless otherwise terminated as provided herein.


Section 35.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one-hundred fifty (150) calendar days prior to the

expiration date, nor later than one-hundred twenty (120) calendar days prior to the expiration of this Agreement. Notice to modify or terminate this Agreement shall comply with OCA 4117-1-02, as amended.


Section 35.3. The parties acknowledge that during the negotiations, 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 23 day of Sept. 2020.

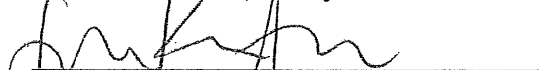
For The City Of Elyria



Frank Whitfield, Mayor

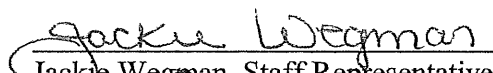


Derek Feuerstein, Safety Service Director



Susan Keating Anderson, Attorney

**For The Fraternal Order Of Police,
Ohio Labor Council, Inc.**




Jackie Wegman, Staff Representative



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member

APPENDIX A

ELYRIA CITY AUDITOR'S DEPARTMENT
AUTHORIZATION FOR PAYROLL DEDUCTION
FIRE AND POLICE DEPARTMENTS

PLEASE PRINT:

BY _____
LAST NAME FIRST NAME MIDDLE

EFFECTIVE _____ I HEREBY REQUEST AND
AUTHORIZE YOU TO DEDUCT FROM MY EARNINGS _____
(Each Payroll period)

SUFFICIENT TO PROVIDE FOR THE REGULAR PAYMENT OF THE CURRENT
RATE OF MONTHLY ASSOCIATION DUES OF THE FOLLOWING: (PLEASE CHECK)

F.O.P. _____ E.P.P.A. _____ I.A.F.F. _____

THE AMOUNTS DEDUCTED SHALL BE PAID TO THE TREASURER OF THE LOCAL
ASSOCIATION. THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNLESS
TERMINATED BY ME.

EMPLOYEE'S SIGNATURE

ADDRESS

APPENDIX B

**CITY OF ELYRIA & FOP/OLC
GRIEVANCE APPEAL FORM**

Name of Employee: _____ Grievance No. _____

Grievant Classification: _____

Date Grievance Happened: _____

Date Presented: _____

Article(s) and Section(s) of the Agreement Violated: _____

Statement of Facts:

Relief Requested:

Official Grievance Committee: _____

Employee's Signature: _____

(Group grievance: The signatures of all employees filing grievance should be attached.)

The following signature shall be the employee who represents the group.

(Signature)

(Date)

APPENDIX B
GRIEVANCE APPEAL FORM

STEP 2

This grievance was delivered by Official Grievance Committee member to the Safety Service Director.

Employee's Signature

Date

Received By: _____
(Signature)

Date

Safety Service Director's Response: _____

Signature, Safety Service Director

Date

APPENDIX B
GRIEVANCE APPEAL FORM

STEP 3

This grievance was delivered by Official Grievance Committee member to the Mayor.

Employee's Signature

Date

Received By: _____
(Signature)

Date

Mayor's Response: _____

Signature, Mayor

Date

APPENDIX C
AGREEMENT

The City of Elyria, by and between its Director of Safety Service, the Employer, and _____, its Employee, agree as follows:

WHEREAS, the Employee has been injured during the course of his or her employment with the City of Elyria and has filed a claim for Worker's Compensation, said injury having occurred on or about _____ and the claim being numbered _____, and

WHEREAS, the Employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury, and also intends to file and/or has filed with the Industrial Commission of Ohio as claim; or

NOW, THEREFORE, it is agreed by the Employer and Employee as follows: That if the Employer pays and/or has paid the Employee's regular compensation under pertinent City labor agreement during the period of the employee's disability aforesaid, such Employee shall reimburse the Employer for any monies paid should the claim be disallowed for any reason. Such payment shall be made in case or through the exchange of unused but credited paid leaves. The Employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

CITY OF ELYRIA, Employer

By: _____

Employee: _____ DATE: _____

APPENDIX D
PANEL OF ARBITRATORS

The parties agree to use the following panel of Arbitrators for any grievances entering Step 4 of the Grievance Procedure as detailed in Article 27:

Robert Stein
James Mancini
Jonathan Klein
Virginia Wallace-Curry
Howard Silver
Jerry Fullmer
Mitchell Goldberg

Should either party wish to delete any of the arbitrators from the list above or if any of those listed should no longer be available, the acting party or the party first to notice the arbitrator's unavailability shall notify the other party in writing. The parties shall then arrange to meet prior to striking the list for any arbitration to add names that are mutually agreeable.

FOP/OLC 2011-2014 Supervisors Unit - Elyria Police Department

MEMORANDUM OF UNDERSTANDING

The parties hereby agree that Article 12 shall be modified as necessary to reflect the same changes made through the statutory negotiations process to the Elyria Police Patrolmen's Association Agreement, Article 12 Overtime, regarding the calculation of the overtime rate of pay and the inclusion or exclusion of longevity in that calculation.

For City of Elyria

For FOP/OLC Supervisor's Unit

Mary J. Swartz
Date 1/30/18

Jocke A. Wegman
Date 1/30/18

Lucy C. Brunda
Date 1/30/18

Patricia Hamrick
Date 1-30-18

Date

Sgt. Dana Baker
Date 1-30-18

APPENDIX E

Pursuant to the Section 15.1 of the Agreement between the City of Elyria and the FOP/OLC (Supervisor's Unit), the following shall be the wage schedule, but in no instance shall the base pay be less than the reflected rank differential for each rank.

Effective September 1, 2020:

	Base Pay	Rank Differential
Sergeant	\$70,330.59	15.25% above Patrolman, Step A
Lieutenant	\$80,880.18	15% above Sergeant
Captain	\$92,810.01	14.75% above Lieutenant

FOR THE EMPLOYER

FOR THE UNION

DATE SIGNED: _____

DATE SIGNED: _____

FOP/OLC 2011-2014 Supervisors Unit - Elyria Police Department

LETTER OF UNDERSTANDING

The City of Elyria, herein referred to the "City," and the Fraternal Order of Police Ohio Labor Council Supervisor's Unit - Elyria Police Department ("Union") enter into this agreement for the purpose of defining when compensatory time may be taken off. The parties therefore agree that Section 14.4 of the 2011-2014 labor agreement shall be superseded by the following.

Section 14.4

An employee may use compensatory time in lieu of overtime payments by mutual agreement with the employer where the use of compensatory time is permitted by the federal Fair Labor Standards Act. The total amount of overtime accumulated by each officer shall be ascertained and certified by the office of the Safety Service Director. Each employee may then use hours in his bank as time off with the permission of his officer in charge, as set forth below. On the first pay day of October, officers will be paid for hours in excess of two hundred (200) hours and, with the approval of the Safety Service Director and thirty (30) days notice, may turn in all or part of his accumulated hours.

- A. The OIC may allow shift personnel time off in the form of compensatory time or personal days when the manpower exceeds the staffing levels as established by the administration.
 - 1. All requests for compensatory time or personal days off shall be submitted on a form mutually agreed to by the Union and the City.
 - 2. All requests for time off will be considered on a first come basis.
 - 3. Once a request has been approved, schedule changes or unforeseen changes in manpower will not affect the approval, except in emergency situations.
 - 4. Any disapproved requests shall have priority for approval, using the date and time of request submission, if staffing levels change prior to the requested time off.
- B. The OIC may not allow time off if the time off would bring the shift below the staffing levels established by the administration or if the time off would require overtime to fill shift minimums except as follows:
 - 1. During each calendar year forty (40) hours of personal time that is issued to each employee under Section 18.2 of the agreement and up to an additional

LETTER OF UNDERSTANDING
SECTION 14.4
(Continued)

forty (40) hours of personal time that may be carried over from the prior year under Section 18.2 of the agreement may be taken off without consideration of staffing levels, provided:

- a. Another bargaining unit member is willing to voluntarily work on a time and one-half overtime basis in order to bring the shift to the staffing level established by the administration and;
 - b. Emergency circumstances do not exist where the time off would endanger the safe operation of the Elyria Police Department.
2. During each calendar year, up to forty (40) hours of vacation time (Article 17) may be divided into eight (8) hour increments and taken off regardless of staffing levels, provided:
- a. Another bargaining unit member is willing to voluntarily work on a time and one-half overtime basis in order to bring the shift to the staffing level established by the administration and;
 - b. Emergency circumstances do not exist where the time off would endanger the safe operation of the Elyria Police Department.

For City of Elyria

[Signature] 12-28-11
Date

Ken A. Bull 11-30-11
Date

Robin Bell
Date

For FOP/OLC Supervisor's Unit

[Signature] 12/2/11
Date

Sgt. [Signature] 12/2/11
Date

[Signature] 12/2/11
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ELYRIA
AND THE SUPERVISOR’S UNIT OF THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

This Memorandum of Understanding (“MOU”) is entered into this ___ day of July, 2017 between the City of Elyria (the “City”) and the Supervisor’s Unit of the Fraternal Order of Police, Ohio Labor Council, Inc. (the “Union”) (collectively, the “Parties”).

WHEREAS, the City and Union each desire to explore the implementation of a pilot program of four, ten (10) hour days in a workweek;

WHEREAS, the City requires a minimum of eighty-five (85) trained officers on staff in order for such a pilot program to be implemented;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Upon request of either party, the City and Union agree to meet to discuss appropriate parameters for a pilot program in which four, ten hour workdays in a workweek would be implemented for all members of the EPPA and FOP Supervisors unions.
2. The Union agrees that no such program may be implemented until such time that the City employs a minimum of eighty-five (85) trained police officers (i.e., a minimum of eighty-five officers who have completed all FTO training).

FOR THE UNION:

Date: _____

Supervisor’s Unit, Fraternal Order of Police,
Ohio Labor Council, Inc.

FOR THE CITY:

Date: _____

Safety Service Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF ELYRIA AND
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

WHEREAS, the City of Elyria ("City") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP" or "Union") (collectively "Parties") are parties to a collective bargaining agreement ("CBA") in effect between September 1, 2017 and August 31, 2020; and

WHEREAS, on December 9, 2019, the Fact-Finder appointed to the negotiations between the City and the Elyria Police Patrolman's Association ("EPPA") issued a report ("Report") in which he awarded the elimination of the firearms proficiency and senior patrol stipends and the incorporation of those stipend amounts into the base wage rates of EPPA, effective January 1, 2020, which, if implemented, will increase the wages of FOP members through the rank differential afforded FOP members;

WHEREAS, such wage changes to the EPPA base pay and elimination of stipends were awarded by the Fact-Finder contingent upon the agreement of the FOP to eliminate its firearms proficiency and advanced certification stipends, in order to avoid the FOP receiving a double benefit of the base wage increase and separate stipend pay;

WHEREAS, the City and EPPA have ratified the Fact-Finder's Report and the City and FOP now agree to amend certain provisions in the CBA upon the terms and condition stated herein, to allow for the implementation of the Fact-Finder's Report and for good and sufficient consideration:

1. Effective January 1, 2020, the Parties agree that the Letter of Understanding dated 12/9/14 and attached hereto is rescinded and no longer in effect, thereby effectuating the elimination of the firearms proficiency stipend set forth therein.

2. Effective January 1, 2020, the Parties agree that Section 14.12 shall be deleted from the CBA and no longer in effect, thereby effectuating the elimination of the advanced certification stipend contained therein.

3. This MOU contains the entire agreement of the parties. The terms contained in this MOU shall prevail over all conflicting terms in the FOP CBA.

FOR THE UNION

Jackie Wegman 12/20/19
Name Date
FOP/OLC Staff Rep
Title
Vincent Lig 12/20/19
Name Date
Sergeant EPD
Title

FOR THE CITY

Mary F. Swirek 12/20/19
Name Date
Safety Services Director
Title

Name Date

Title

{03038222 - 1}

MEMORANDUM OF UNDERSTANDING

**BETWEEN
CITY OF ELYRIA
AND
THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.**

The City of Elyria (the "City") and the Fraternal Order of Police/Ohio Labor Council, Inc. (the "Union"), (collectively the "Parties") are Parties to a collective bargaining agreement in effect between September 1, 2017 and August 31, 2020 (the "CBA") covering all police sergeants, police lieutenants, and non-administrative captain(s) employed by the City.

WHEREAS, a dispute exists relative to the City's obligations to provide or not provide certain records in its possession in response to public records requests and the Parties wish to resolve this dispute by entering into this Memorandum of Understanding ("MOU");

WHEREAS, the City and the Union engaged in productive and mutually-beneficial discussions regarding the underlying dispute;

WHEREAS, the City and the Union mutually wish to clarify certain provisions in the CBA by adding language to the CBA relative to fulfilling public records requests of employee personnel files;

NOW, THEREFORE, in exchange for consideration, the value and sufficiency of which is hereby acknowledged and agreed, the City and the Union agree:

- 1) Section 34.1 of the CBA is modified with the following underscored language: "There shall be one (1) personnel file for each employee; provided, however, that pre-employment background check information and medical information shall be maintained in separate files. The contents of personnel records shall be made available to the employee for inspection and review during regular business hours of the Employer upon written request. Upon request, the employee shall be provided one copy of any documents contained in his personnel file. An employee may obtain additional copies of documents that are subject to disclosure, in accordance with the Ohio Revised Code. An employee may not make unauthorized copies of his personnel file.

The Employer and the Union acknowledge that the Employer is "public office" as defined by R.C. § 149.011(A) and that certain records, including personnel files, maintained by the Employer constitute "public records" as defined by R.C. §§ 149.43(A)(1) and 149.011(G). The Employer is required by law to produce records deemed public records in response to public records requests.

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In light of the foregoing, the Employer and the Union agree that upon receipt of a public records request for the personnel file for a bargaining unit member, the Employer will redact peace officer residential and familial information; protected health information; medical records; social security numbers; and any other information that is deemed not to be a public record in accordance with R.C. § 149.43(A)(1) or otherwise prohibited from disclosure under the law.

The Employer and the Union further agree that the Employer's Law Director will have the sole authority to determine what should and should not be redacted prior to fulfilling a public records request. Should the content of this Section conflict with Ohio law, Ohio law shall supersede the requirements of this Section.

The Employer and the Union further agree that after fulfillment of the public records request, the Employer will notify the affected employee that his or her personnel file was the subject of a public records request. The redacted personnel file shall be made available to the employee for inspection and review during regular business hours of the Employer upon written request.

- 2) This MOU is a result of good-faith negotiations between the Parties and contains the entire agreement of the Parties; and no additional promises have been made or relied on by any party. The MOU will take effect upon execution by both Parties. The existence and content of this MOU is subject to future collective bargaining negotiations.
- 3) This MOU is non-precedent-setting. The Union will neither use this MOU nor the ideas and terms expressed therein for any purpose other than to enforce the MOU in the event of an alleged breach.
- 4) The Parties acknowledge and agree (a) each has had full and complete opportunity to review and examine the terms of this MOU and to consult with persons of their choice, including legal counsel, prior to execution of this MOU; (b) each has voluntarily executed this MOU and fully understands the rights, duties and responsibilities imposed by the MOU; and (c) there are no other terms, conditions, or agreements relating to the subject matters herein set forth, aside from the provisions contained in this MOU and the operative CBA.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties by and through their authorized representatives, have executed the foregoing Memorandum of Understanding on the dates indicated below.

FOR THE CITY:

By: Mary J. Siwicki
Date: May 8, 2019

FOR THE UNION:

By: Jocke A. Wegman
Date: 5-6-2019