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3 **AGREEMENT BY AND BETWEEN**

4
5 **THE CITY OF BUCYRUS**
6 **POLICE DEPARTMENT**

7
8 **AND**
9

10
11
12 **THE FRATERNAL ORDER OF POLICE,**
13 **OHIO LABOR COUNCIL, INC.**

14 **DISPATCHERS**

15
16 **CASE NUMBER: 2023-MED-07-0653**

17
18 **January 1, 2024 through December 31, 2026**

19
20 **The parties expressly agree that this Agreement replaces the final year of the**
21 **CBA covering 2021 to 2023, SERB case number 2021-MED-09-1262**
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**ARTICLE 1
PREAMBLE**

Section 1.1 This Agreement is hereby entered into by and between the City of Bucyrus, hereinafter referred to as the "Employer" or the "City" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union", "Labor Council", or "FOP/OLC".

**ARTICLE 2
PURPOSE AND INTENT**

Section 2.1 In an effort to continue harmonious and cooperative relationships with its employees, and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into a collective bargaining agreement which will have for its purposes, among others, the following:

1. To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote individual efficiency and service to the citizens of the City of Bucyrus;
4. To avoid interruption or interference with the efficient operations of the Employer's business; and
5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**ARTICLE 3
RECOGNITION**

Section 3.1 Included The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the following positions:

Bargaining Unit 3:	Police Civilian Employees in SERB Case Number 84-VR-04-0726
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2
3 **Section 3.2 Excluded** The Union recognizes the following employees as being
4 excluded from the bargaining unit:

5
6 The Chief, one officer designated to act in his absence, all Police Officers below
7 the rank of Sergeant, Police Officers holding the rank of Sergeant and above,
8 administrative secretary and all part-time, seasonal and temporary employees. All
9 other employees of the Employer not specifically included in the bargaining units
10 named in Section 3.1 are excluded from the coverage of this Agreement. Said
11 recognition shall continue for a term as provided by law.

12
13
14 **ARTICLE 4**
15 **DUES AND UNION BUSINESS**

16
17 **Section 4.1 Labor Council Dues** The City agrees to withhold the monthly Labor
18 Council dues of any Union member, upon presentation of an "Authorization for Payroll
19 Deduction" form from the available wages earned each month. The form, which shall be
20 provided by the Labor Council, will be individually and voluntarily completed by Union
21 members who want this deduction.

22
23 Once deducted, the City agrees to transmit Labor Council dues to the Labor Council as
24 soon as practicable, but no later than thirty (30) days following the date of pay in which
25 the dues were withheld. As often as is necessary to provide the most current information,
26 the Labor Council will notify the Bucyrus City Auditor of the amount of dues it charges
27 and its current membership. All dues collected shall be sent once each month to the Ohio
28 Labor Council at 222 East Town Street, Columbus, Ohio 43215-4611.

29
30 **Section 4.2 Withdrawal of Membership** Should the Employer receive a
31 notice from a bargaining unit member wishing to cease dues deduction and withdraw from
32 FOP/OLC membership, the Employer shall notify the FOP/OLC or to the FOP/OLC Staff
33 representative in writing within fourteen (14) days of this request.

34
35 **Section 4.3 Lodge Dues** In addition to the above Labor Council dues, the City also
36 agrees to deduct FOP Lodge dues of members who have authorized such deduction.
37 Authorization for deduction of FOP Lodge dues shall be on a form provided by Bucyrus
38 Lodge #68 and the deduction shall be made in the same manner as Labor Council dues.
39 FOP Lodge #68 dues shall be forwarded to Bucyrus Lodge #68, Fraternal Order of Police,
40 Inc., P.O. Box 1058, Bucyrus, Ohio 44820.

41
42 **Section 4.4 Notifications to the Union** The Employer shall notify the FOP/OLC of
43 any new hires within the bargaining unit. Such notification will be in writing to the
44 FOP/OLC or to the FOP/OLC staff representative within thirty (30) days of their hire
45 date.

46
47 Upon request during the first pay period in January and July of each year, the Employer
48 shall provide the FOP/OLC or the FOP/OLC staff representative with a roster of all
49 bargaining unit members.

1
2 **Section 4.5 Religious Exemption** Any person who objects to paying service
3 fees or union dues because of religious beliefs shall be exempted from paying them, as
4 provided in Revised Code Section 4117.09 (C).
5

6 **Section 4.6 Indemnification** The Labor Council and the Lodge agree to hold
7 the City harmless in any suit, claim or administrative proceeding arising out of, or
8 connected with, the imposition, determination, or collection of dues; to indemnify the City
9 for any liability imposed on it as a result of any such suit, claim or administrative
10 proceeding, and to reimburse the City for any and all expenses incurred by the City in
11 defending such suit, claim or administrative proceeding, including attorney fees and court
12 costs, as long as the City promptly notifies the Labor Council or the Lodge of any claim
13 made against the City.
14

15 For the purposes of the section, the term "City" includes the City of Bucyrus and its
16 various officer and officials, whether elected or appointed.
17

18 **Section 4.7 Union Release Time** The parties recognize that it may be necessary for
19 an employee representative of the Union or FOP to leave a normal work assignment while
20 acting in the capacity of a representative. The Union recognizes the operational needs of
21 the City and will cooperate to keep the time lost from work by representatives at a
22 minimum.
23

24 Before leaving an assignment pursuant to this section, the representative must obtain
25 approval from the Chief or, in his absence, from either the person designated by the City
26 or the Safety Director. Such approval will not be unreasonably withheld. Union leave will
27 not be permitted if it will interfere with the functional operation of the City. The City will
28 compensate a representative at the normal rate for time spent during normal working hours.
29 No more than seventy-two (72) hours per bargaining unit or by the Lodge in any one
30 calendar year will be permitted to be used.
31

32 **Section 4.8 Notice of Representatives** The Union and FOP shall provide to the
33 Administration an official roster of its officers and representatives within thirty (30) days
34 of the effective date of this Agreement. This roster will be updated within thirty (30) days
35 of any change, and will include the following:
36

- 37 • name of the officer or representative;
- 38 • immediate supervisor of the officer or representative;
- 39 • office held;
- 40 • home address and phone number of the officer or representative.
41

42 The Administration agrees that this roster shall not be made available to the public, that
43 only Administration employees with legitimate need to know shall have access to the
44 roster, and that unlisted home phone numbers will not be shared with anyone outside the
45 Administration.
46
47

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1 **Section 4.9 Bulletin Boards** The Union and FOP shall be permitted to
2 construct, install and maintain Lodge and Union bulletin boards at police headquarters in
3 the west hallway across from the departmental mailboxes. The Union and FOP may post
4 notices of important meetings or events in the Ready Room and on the Officer's Complaint
5 Board.
6

7 **Section 4.10 Ballot Boxes** The Union and FOP shall be permitted, with the prior
8 notification to the Chief of the Division of Police, to place ballot boxes at the police
9 headquarters in the Ready Room for the purpose of collecting ballots on all Union or FOP
10 issues subjected to ballots. Such boxes shall be the property of the Union or FOP and
11 neither the ballot boxes nor the ballots shall be subjected to the Administration's review.
12 The boxes shall be removed as soon as practicable after the Union or FOP issue has been
13 determined.
14

15 **ARTICLE 5**
16 **MANAGEMENT RIGHTS**
17

18 **Section 5.1 Specific Rights** Not by way of limitation of the following
19 paragraph, but to only indicate the type of matters or rights, which belong to and are
20 inherent to the Employer, the Employer retains the right to:
21

- 22 A. hire, discharge, transfer, suspend, and discipline employees for just cause;
23 determine the number of persons required to be employed, laid off or
24 discharged for just cause;
- 25 B. determine the qualifications of employees covered by this Agreement;
26 determine the starting and quitting time and the number of hours to be
27 worked by its employees;
- 28 C. make any and all reasonable rules and regulations;
- 29 D. determine the work assignments of its employees
- 30 E. determine the basis or selection, retention and promotion of employees to
31 or for positions not within the bargaining unit established by this
32 Agreement;
- 33 F. determine the type of equipment used and the sequence of work
34 processed;
- 35 G. determine the making of technological alterations by revising either
36 process or equipment, or both;
- 37 H. determine work standards, employee evaluations and the quality of work
38 to be produced;
- 39 I. select and locate buildings and other facilities;
- 40 J. establish, expand, transfer and/or consolidate work processes and
41 facilities; and
- 42 K. terminate or eliminate all or any part of its work facilities
43

44 **Section 5.2 Additional Rights** In addition, the Union agrees that all of the
45 functions, rights, powers, responsibilities and authority of the Employer regarding the
46 operation of its work, business, and direction of its work force which the Employer has
47 not specifically abridged, deleted, granted or modified by express and specific written
48 provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6
NO STRIKE/NO LOCK OUT

Section 6.1 No Strike Neither the Union nor any member of the bargaining unit members shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concelied "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this section may be grounds for discipline.

The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage, slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved, by the Union. The Union shall advise the employees to return to work immediately.

Section 6.2 No Lock Out During the term of this agreement, the City shall not lock out its employees.

ARTICLE 7
GENDER, PLURALS AND HEADINGS

Section 7.1 Gender and Plurals Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neutral gender shall be construed to include all genders. By the use of either masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 7.2 Headings It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of any article or section, nor effect any interpretation of any article or section.

ARTICLE 8
LATERAL TRANSFERS

Section 8.1 Lateral Transferring Permitted The Employer may transfer dispatchers from other law enforcement agencies and these dispatchers can qualify as "lateral transfers". This Article is applicable only to lateral transfers. Except as specified in the Article, all other rights and benefits provided in the Agreement shall also apply to laterally transferred dispatchers.

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1 The Chief shall determine, at his discretion, the salary rate from the wage schedule for
2 the lateral transfer.
3

4 **Section 8.2 Minimum Qualifications**
5

6 **A. Dispatcher:**

7 To qualify as a lateral transfer, a dispatcher, at the time of application must have prior
8 dispatch experience. The prior dispatch experience must be either no less than one (1)
9 year of full-time (i.e. working not less than thirty-five (35) hours per week) or no less
10 than five (5) years of part-time (i.e. working not less than an average of sixty (60) hours
11 per month in paid status) or the equivalent combination as determined by the Safety
12 Service Director. A jurisdiction is defined as service as a dispatcher in any Ohio
13 municipal, state, county, township or state university that utilizes a law enforcement
14 agency.
15

16 **Testing:** Successfully pass and complete any other criteria established by the Safety-
17 Service Director (in consultation with the Civil Service Commission and the Chief of
18 Police).
19

20 **Documentation:** All laterally transferred dispatchers shall be required to provide written
21 documentation of the prior service as required for their position from any and all
22 employers.
23

24 **Section 8.3 Probationary Period** All lateral-transfer candidates for dispatch
25 positions, once hired shall successfully complete an initial probationary period that will
26 begin on the first day for which the employee receives compensation from the City and
27 shall continue for a period of one (1) year.
28

29 Lateral transfer probationary employees may be removed without cause during their initial
30 probationary period and shall not be permitted redress under the contractual grievance and
31 arbitration procedure nor appealable through the State Personnel Board of Review nor
32 under Civil Service Commission.
33

34 **Section 8.4 Seniority** Transferred employees shall have no seniority during the
35 probationary period except for purposes of lay-off. However, upon completion of the
36 probationary period, seniority for laterally transferred employees shall start from the date
37 of hire in a bargaining unit position in the Bucyrus Police Department.
38

39
40 **Section 8.5 Vacation Leave** After six (6) months service, lateral transfer
41 employees will receive forty (40) hours vacation leave for use in the second six months
42 of service.
43
44

**ARTICLE 9
LABOR-MANAGEMENT COMMITTEE**

Section 9.1 Scope of Committee The parties recognize that certain subjects, such as equipment, job duties, work schedules and assignments, and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless; the parties also recognize that the Union may wish to present its views on such subjects so that its views may be considered by the administration.

Section 9.2 Procedure For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of the Mayor, the Safety Director, the Chief of Police and one (1) representative from the bargaining unit covered by this Agreement.

Committee meetings shall be scheduled as necessary, but at least once a year, at the request of either party at reasonable, mutually convenient times and shall be closed to the public. Agenda items may be presented by either side. Items shall be presented to the other side at least one week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting.

**ARTICLE 10
RESIDENCY REQUIREMENT**

All employees must reside within Crawford County or within twenty (20) miles from the City limits.

**ARTICLE 11
GROOMING**

The City may develop and implement reasonable grooming requirements. It is understood that any such requirements will not unreasonably prohibit beards and/or mustaches.

**ARTICLE 12
EXPOSURE TO ILLNESS AND DISEASE**

Section 12.1 Vaccinations In the event an employee, while actually working for the City, becomes exposed to a condition not covered by Workers' Compensation, the City will pay for the cost of vaccination to the extent it is not paid by the employee's health insurance.

Section 12.2 Rabies and Hepatitis In the event that an employee, while working for the City, becomes exposed to rabies or hepatitis, the City shall provide a vaccination to the extent it is not covered by Workers' Compensation or paid for by the employee's health insurance. This vaccination shall be provided at no cost to the employee. In the event of suspected exposure to rabies or hepatitis, the employee shall notify his supervisor as soon as practicable.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1 Length of Probationary Period

A. Dispatchers and non-sworn employees.

The probationary period for all newly hired dispatchers and non-sworn employees other than sworn officers shall not exceed twelve (12) months of actual work.

Section 13.2 Seniority During Probation Newly hired employees shall have no seniority during probationary periods except for purposes of lay-off. However, upon completion of the probationary period, seniority for newly hired employees shall start from the date of hire in a bargaining unit position in the Bucyrus Police Department.

Section 13.3 Discipline or Discharge During Probation The Employer shall have the discretion to discipline or discharge newly hired probationary employees. Any such action shall not be appealable through any grievance or arbitration procedure contained herein, or any civil service procedure.

ARTICLE 14
SENIORITY

Section 14.1 Definition Seniority as it is used in this Agreement means only Departmental Seniority and shall be defined as an employee's uninterrupted length of continuous full-time employment in a bargaining unit position in the Bucyrus Police Department.

A newly hired probationary full-time employee shall have no seniority, except for purposes of lay-off, until he satisfactorily completes the probationary period at which time his seniority will be adjusted to reflect his total uninterrupted length of continuous full-time employment.

Section 14.2 Termination of Seniority An employee's seniority shall be terminated when one or more of the following occurs:

- A. Resignation
- B. Discharge for Cause
- C. A lay off for longer than thirty-six (36) months
- D. Retirement
- E. Failure to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority
- F. Inability to perform his job duties due to illness or injury and he is unable to return to work at the expiration of any granted applicable leave
- G. Refusal to recall or failure to report to work within seven (7) days from the date the Employer sends the employee recall notice

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2 **Section 14.3 Ties in Seniority** If two or more full-time employees are hired or
3 appointed on the same date, their relative seniority shall be determined by the drawing of
4 lots.

5
6 **Section 14.4 Prior Service Credit** For any employee hired subsequent to January 1,
7 1991, prior service with any political subdivision of the state of Ohio, including the State
8 of Ohio, shall not be used in determining seniority for the purposes of this Agreement.
9 For the purposes of this Agreement, any reference to seniority shall be construed to be
10 seniority within the City of Bucyrus Police Department.
11

12 **ARTICLE 15**
13 **LAY-OFF AND RECALL**
14

15 **Section 15.1 Reduction of Work Force** Where, because of lack of funds,
16 consolidation, or abolishment of functions, or curtailment of activities, the Employer
17 determines it necessary to reduce the size of its work force, such reduction shall be made
18 in accordance with the following provisions.
19

20 **Section 15.2 Order of Layoffs** Employee(s) within the effected ranks shall be
21 laid off according to their full-time Departmental seniority, as defined in Article 14 with
22 the least senior being laid off first, providing that all temporary, seasonal, part-time, and
23 probationary employees within the effected rank are laid off first.
24

25 **Section 15.3 Displacement (Bumping)** Employee(s) who are laid off from one
26 rank may displace (bump) another employee(s) with lesser Departmental seniority in an
27 equal or lower rank within the Department which may include bumping between
28 bargaining units.
29

30 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to
31 displace (bump) another employee with lesser full-time Departmental seniority in an
32 equal or lower rated rank pursuant to provisions of this section.
33

34 In all cases where an employee is exercising his seniority to displace (bump) another
35 employee, his right to displace (bump) is subject to the conditions that he is qualified for
36 the position and he is able to perform the functions and duties of the position into which
37 he is attempting to displace (bump).
38

39 At the end of the displacing (bumping) process, the employee who is displaced (bumped)
40 and unable or chooses not to displace another employee pursuant to the above provisions
41 shall be laid off.
42

43 **Section 15.4 Recall** Recalls shall be in the inverse order of the layoff and a
44 laid off employee shall retain his right to recall for thirty-six (36) months from the date
45 of his layoff. Notice of recall shall be sent to the employee's address listed in the
46 Employer's records and shall be sent via certified mail, return receipt. An employee who
47 refuses recall or does not report to work within seven (7) calendar days from the date the
48 employee receives the recall notice, shall be considered to have resigned his position and

1 forfeit all right to employment with the Employer.
2

3 **Section 15.5 Layoff Notice Requirement** Employees scheduled for lay-off shall be
4 given a minimum of seven (7) days advance notice of lay-off.
5

6 **ARTICLE 16**
7 **INVESTIGATION AND**
8 **DISCIPLINE**
9

10 **Section 16.1 Employee Rights** All employees being disciplined shall have the
11 following rights:
12

- 13 A. An employee shall be entitled to Union representation or an attorney at
14 his/her own expense, at each step of the disciplinary procedure.
15 B. No recording device, stenographic, or other record shall be used during
16 questioning unless the employee is advised in advance that a transcript is
17 being made and is thereafter supplied a copy of the record at least seven
18 (7) workdays prior to the date of arbitration. The cost of the transcript will
19 be borne by the party requesting the copy of the transcript.
20 C. An employee shall not be coerced, intimidated, or suffer any reprisals
21 either directly or indirectly that may adversely affect his hours, wages, or
22 working conditions as the result of the exercise of his right during an
23 investigation or while being disciplined.
24 D. If during an administrative interview, the Employer determines that the
25 employee may be charged with a criminal violation, the employee shall be
26 advised of his constitutional rights according to law.
27

28 **Section 16.2 Resignation** An employee may resign following the service of a
29 Notice of Discipline. Any such resignation will be processed in accordance with the
30 Employer's Rules and Regulations and the employee's employment shall be terminated.
31

32 **Section 16.3 Just Cause Required** Discipline of non-probationary employees
33 shall be imposed only for just cause. The Notice of Discipline shall be in writing and shall
34 state the specific acts for which discipline is being imposed and shall also state the
35 proposed penalty. The Notice served on the employee shall contain a reference to dates,
36 time and places, as accurately as possible.
37

38 **Section 16.4 Service of Notice of Discipline** Where the Employer seeks as a
39 penalty the imposition of a suspension without pay, a demotion or removal from service,
40 the Notice of Discipline shall be served on the Union and employee personally or by
41 registered or certified mail, return receipt requested.
42

43 **Section 16.5 Administrative Procedures** The following administrative procedures
44 shall apply to disciplinary actions:
45

- 46 A. The appointing authority and the employee involved are encouraged to
47 settle disciplinary matters informally. Each side shall make a good faith
48 effort to settle the matter at the earliest possible time. The appointing

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1 authority is encouraged to hold an informal meeting with the employee for
2 the purpose of discussing the matter prior to the formal presentation of
3 written charges. The specific nature of the matter will be addressed, and the
4 appointing authority may offer a proposed disciplinary penalty. The
5 employee must be advised before meeting that he/she is entitled to
6 representation by the Union or an attorney (at the employee's expense)
7 during the initial discussion.
8

9 B. If a mutually agreeable settlement is not reached at this informal meeting
10 the appointing authority will, within ten (10) working days, prepare a
11 formal Notice of Discipline and present it to the employee and the Union.
12 The Notice of Discipline must advise the employee that he/she is entitled
13 to representation by the Union or an attorney (at the employee's expense)
14 during the discipline process.
15

16 C. Upon imposition of discipline, the employee may choose to accept the
17 discipline or file a grievance in accordance with Article 17 of the
18 Agreement. Grievances filed as a result of a suspension, demotion or
19 termination are filed directly at Step 3 of the grievance procedure.
20

21 D. All disciplinary meetings are to take place during the first or last hour of
22 the effected employee's shift, unless there is another mutually agreed upon
23 time.
24

25 **Section 16.6 Settlement** A disciplinary matter may be settled at any time. The
26 terms of the settlement shall be agreed upon in writing. A settlement entered by an
27 employee shall be final and binding on all parties. The Union shall be notified of all
28 settlements if the employee chooses to have private counsel.
29

30 **Section 16.7 Benefits** An employee serving a suspension without pay for
31 disciplinary reasons shall lose benefits proportionate to the suspension awarded by an
32 arbitrator, or agreement by the City and the employee (e.g., a three (3) month suspension
33 would result in a loss of twenty-five percent (25%) of the employee's yearly benefits such
34 as vacation, personal days, etc.) During a separation of service for disciplinary reasons
35 an employee will not accrue benefits such as sick leave, overtime, comp time etc., but
36 neither their seniority nor employment dates will be affected for figuring future benefits.
37

38 **ARTICLE 17**
39 **GRIEVANCE PROCEDURE**
40

41 **Section 17.1 Intent** Every employee shall have the right to present his grievance in
42 accordance with the procedures provided herein, without any interference, coercion,
43 restraint, discrimination or reprisal. Every employee shall have the right to be represented
44 by a person of his own choosing at all stages of the grievance procedure. It is the intent
45 and purpose of the parties to this Agreement that all grievances shall be settled, if possible,
46 at the lowest step of this procedure.
47
48

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Section 17.2 Definitions

- A. Grievance A "grievance" shall be defined as an allegation by one or more employees that there has been a breach, misinterpretation or misapplication of this Agreement.
- B. Aggrieved Party The Aggrieved Party shall be defined as any employee or group of employees, or the Union, who participates in filing the grievance.
- C. Party in Interest A "Party in Interest" shall be defined as any employee named in the grievance who is not the aggrieved party.
- D. Days "Day" as used in this grievance procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in the Agreement.

Section 17.3 Probationary Employees Probationary employees have the right to file and pursue grievances in accordance with this Article. Newly hired probationary employees may not, however, appeal disciplinary action taken against them during their probationary period through the grievance procedure. Promotional probationary employees may not appeal a demotion during such period through the grievance procedure.

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1 **Section 17.4 Procedure** The following procedures shall apply to the administration of all
2 grievances filed under this article.

3
4 A. Information on grievance forms

5 All grievances shall include:

- 6 • the name and position of the aggrieved party;
- 7 • the identity of the provisions of this Agreement involved in the
8 grievance;
- 9 • the approximate time and place where the alleged events or
10 conditions constituting the grievance took place;
- 11 • the identity of the party (if known to the aggrieved party),
12 responsible for causing the said grievance,
- 13 • and a general statement of the nature of the grievance and the
14 redress sought by the aggrieved party.

15
16 B. Decisions in Writing

17 All decisions shall be rendered in writing at each step of the grievance
18 procedure. Each decision shall be transmitted to the aggrieved party and
19 the Union.

20
21 C. Filing of Group Grievance

22 If a grievance affects a group of employees and is filed as a group or class
23 action grievance, it may be submitted directly at Step 2. Group grievances shall
24 include a list of all individuals included in the grievance. The list of additional
25 names must be included no later than when the grievance is forwarded to the
26 Chief at Step 2.

27
28 D. Preparation and Investigation of Grievances

29 The preparation and investigation of grievances shall be conducted during
30 non-working hours.

31
32 E. Informal Discussion/Informal Adjustment

33 Nothing contained herein, shall be construed as limiting the right of any
34 employee having a grievance from discussing the matter informally with
35 any appropriate member of the Administration and having the matter
36 informally adjusted without the intervention of the Union, provided that
37 the adjustment is not inconsistent with the term of this Agreement.

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1 F. No Precedent Set

2 In the event that any grievance is adjusted without formal determination,
3 pursuant to this procedure, while such adjustment shall be binding upon
4 the aggrieved party and shall, in all respects, be final, the adjustment shall
5 not create a precedent, or ruling, binding to the Employer in future
6 proceedings.

7
8 G. No Alteration of the Contract

9 This procedure shall not be used for the purpose of adding to, subtracting
10 from or altering in any way, any of the provisions of this Agreement.

11
12 **Section 17.5 Sole and Exclusive Remedy** This shall be the sole and exclusive
13 procedure for the disputes concerning any type of discipline or discharge actions.

14
15 **Section 17.6 Effect of Time Limits** The time limits provided herein will be strictly
16 adhered to, and any grievance not filed initially or appealed within the specified time limits
17 will be deemed waved and void. If the Employer fails to reply within the specified time limit,
18 the grievance shall automatically move to the next step. The time limits specified for either
19 party may be extended only by written mutual agreement between the Employer and the
20 Union.

21
22 **Section 17.7 Steps** All grievances shall be administered in accordance with the following
23 steps:

24
25 **Step 1: Immediate Supervisor**

26 An employee who believes he may have a grievance shall notify his immediate
27 supervisor of the possible grievance within seven (7) days of the occurrence of the facts
28 giving rise to the grievance, or when the grievant reasonably should have become
29 aware.

30
31 The supervisor will schedule an informal meeting with the employee and his
32 representative, if the representative's presence is requested by the employee,
33 within seven (7) days of the date of the notice by the employee.

34
35 The supervisor and the employee, along with the employee's representative, if his
36 presence is requested by the employee, will discuss the issues in dispute with the
37 object of resolving the matter informally. The supervisor shall issue a written decision
38 to the employee's representative with a copy to the employee, if the employee requests
39 one, within seven (7) days from the date of the meeting.

40
41 **Step 2: Chief of Police**

42 An employee who believes he may have a grievance shall notify the Chief of Police
43 in writing of the possible grievance within seven (7) days after the written decision
44 given by the aggrieved party's supervisor in Step 1. The Chief or his designee shall
45 convene a meeting within seven (7) days of the receipt of the appeal. The hearing
46 will be held with the aggrieved party and his representative, if he requests one. The
47 Chief or his designee shall issue a written decision to the employee's representative
48 with a copy to the employee, if the employee requests one, within seven (7) days

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1 from the date of the meeting.
2

3 **Step 3: Safety Director**

4 If the aggrieved party is not satisfied with the written decision at the conclusion of
5 Step 2, a written appeal of the decision may be filed with the Safety Director within
6 seven (7) days from the date of the rendering of the decision in Step 2.

7 Copies of the written decisions shall be submitted with the appeal. The Safety
8 Director, or his designee, shall convene a meeting within seven (7) days of the
9 receipt of the appeal. The meeting will be held with the aggrieved party, the
10 Union, and any other party necessary to provide the required information for the
11 rendering of a proper decision. The Safety Director or his designee shall issue a
12 written decision to the employee, with a copy to the Union within fifteen (15)
13 days from the date of the meeting.
14

15 **Step 4: Arbitration**

16 If the grievant is not satisfied with the decision in Step 3, he will notify the Union
17 and the Union may submit the grievance to arbitration within twenty (20) days of
18 the rendering of the decision in Step 3.
19

20 Within this twenty (20) day period, the parties will attempt to mutually agree upon
21 an arbitrator. If such agreement is not reached, then the parties shall request a list
22 of arbitrators from the Federal Mediation and Conciliation Service.
23

24 **A. Conducting the Arbitration**

- 25
- 26 1. The Arbitrator shall have no power or authority to add to, subtract
27 from, or in any manner alter the specific terms of this Agreement,
28 or to make any award requiring the commission of any act
29 prohibited by law or to make any award that is contrary to law or
30 violates any of the terms and conditions of this Agreement.
- 31 2. The Arbitrator shall not decide more than one grievance on the
32 same hearing day or series of hearing days except by the mutual
33 written agreement of the parties.
- 34 3. The hearing, or hearings, shall be conducted pursuant to the Rules
35 of Voluntary Arbitration of the American Arbitration Association.
- 36 4. The fees and expenses of the Arbitrator and the costs of the hearing
37 room, if any, shall be borne by the losing party. However, upon
38 application of either party, the Arbitrator may determine that a
39 proportionate distribution of the fees and expenses is appropriate.
40 Neither party shall be responsible for any of the expenses incurred
41 by the other party.
- 42 5. The Arbitrator's decision and award will be in writing and delivered
43 within thirty (30) days from the date the record is closed. The
44 decision of the Arbitrator shall be final and binding upon the
45 parties, including the Arbitrator's determination as to seniority,
46 benefits and wage issues.
- 47 6. Either party may request, in writing, a pre-arbitration meeting

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fourteen (14) days prior to the scheduled date of an arbitration hearing.

- 7. Either party may make a written request of the other party at least fourteen (14) days in advance of an arbitration hearing of a list of documents to be used in the arbitration hearing, a list of witnesses, and their expected testimony for the arbitration hearing.

Section 17.8 Indemnification The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands and suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures contained herein.

**ARTICLE 18
PERSONNEL RECORDS**

Section 18.1 Review of File Every bargaining unit member shall be permitted to review his personnel file at reasonable times following written request to the Chief or his executive officer. Any document added to an employee's personnel file will be provided to the employee.

Section 18.2 Copy of File, Cost A bargaining unit member may copy documents in his personnel file. He or she may be charged by the City for such photocopying. The charge shall bear a reasonable relationship to the City's actual cost for copying.

Section 18.3 Employee Response to Possible Inaccuracy If a bargaining unit member has reason to believe there is an inaccuracy in any document in his personnel file, he may prepare a written memorandum explaining the alleged inaccuracy and present it to the Chief. If the Chief agrees to the inaccuracy, he shall remove the inaccurate document, correct the inaccuracy, or attach the memorandum to the document if it remains in the file.

Section 18.4 Discipline Record Retention Records of discipline shall be retained in the employee's personnel file and shall have force and effect as specified below, barring any further discipline of same or similar type.

Verbal discipline or counseling	9 months
Written reprimands	1 year
Suspensions or demotions	2 years

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1 Records of discipline shall be placed in a sealed envelope and stored in a secure area
2 after the period of time during which they maintain force and effect. The Employer
3 agrees to abide by O.R.C. 149.43 as to the retention of records.
4

5 **Section 18.5 Proof of Driver's License and Insurance** Every employee shall be required
6 to provide proof of a valid State of Ohio driver's license annually on the employee's
7 anniversary date which shall be maintained in the employee's personnel file.
8

9 **ARTICLE 19**
10 **SICK LEAVE**

11
12 **Section 19.1 Use of Sick Leave** Sick leave shall be defined as an absence with pay
13 necessitated by:

- 14 • illness or injury of the employee, or illness, injury or death within the
15 employee's immediate family where the employee's presence is reasonably
16 necessary;
17
- 18 • exposure by the employee or a member of the employee's immediate family
19 to a contagious disease communicable to other employees;
- 20 • childbirth and/or related medical conditions;
- 21 • medical, dental or optical examinations or treatments of the employee or
22 member of the employee's immediate family where the employee's presence
23 is reasonably necessary.
24

25 Sick leave may be used in segments of not less than one (1) hour.
26

27 **Section 19.2 Accrual Rate** All employees shall earn sick leave at the rate of four and
28 six tenths (4.6) hours for every eighty (80) hours worked, and the employees may
29 accumulate an unlimited amount of sick leave.
30

31 **Section 19.3 Notification to Employer** An employee who is absent on sick leave
32 shall notify the Employer of the absence and the reason therefore at least two (2) hours
33 before the start of his work shift each day he is to be absent, unless physically unable to
34 do so.
35

36 **Section 19.4 Proof of Illness** Before an absence may be charged against
37 accumulated sick leave, the Chief may require such proof of illness, injury or death as may
38 be satisfactory to him, or he may require the employee to be examined by a physician
39 designated by the Chief and paid for by the Employer. In any event, an employee absent
40 more than three (3) consecutive tours of duty must supply a physician's report to be
41 eligible for paid sick leave, if requested by the Chief.
42

43 If an employee fails to submit adequate proof of illness, injury or death upon request, or
44 in the event that upon such proof as is submitted or upon the report of a medical
45 examination, the Chief, at his discretion, finds there is not satisfactory evidence of an
46 illness, injury or death sufficient to justify the employee's absence, such leave may, at the
47 Chief's discretion, be considered unauthorized leave and shall be without pay.
48

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1 Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for
2 disciplinary action.

3
4 The Chief may require an employee who has been absent due to personal illness or
5 injury, prior to and as a condition of his return to duty, to be examined by a physician
6 designated and paid for by the Employer, to establish that he is not disabled from the
7 performance of his duties, and that his return to duty will not jeopardize the health and
8 safety of other employees.
9

10 **Section 19.5 Immediate Family** When the use of sick leave is due to illness or
11 injury in the immediate family, "immediate family" shall be defined to include only the
12 employee's spouse, children, or person residing with the employee. When the use of sick
13 leave is due to a death in the immediate family, "immediate family" shall be defined as to
14 include only the employee's parents, spouse, child, brother and sister, or person *in loco*
15 *parentis*.
16

17 **Section 19.6 Sick Leave Conversion at Retirement**
18

19 **A.** Any employee hereunder with at least ten (10) years of completed full-time
20 service and through twenty (20) years of completed full-time service in the
21 employ of the City of Bucyrus who elects to retire shall be entitled to receive
22 in cash, at his rate of pay at that time, twenty-five percent (25%) of the value
23 of his accrued but unused sick leave credit up to a maximum of two hundred
24 eighty (280) hours of accrued sick leave.
25

26 **B.** Any employee with more than twenty (20) years of completed full-time service in
27 the employ of the City of Bucyrus who elects to, and retires from active service
28 under a State of Ohio pension fund shall be entitled to receive payment at his rate
29 of pay at that time of his accrued, but unused sick leave credit according to the
30 following formulas:
31

- 32 1. Up to 960 hours at full value if the employee's balance as of
33 December 26, 2017 was less than or equal to 960 hours;
- 34 2. If the employee's sick leave balance as of December 26, 2017 was
35 greater than 960 hours as follows:
36

37 and
38

- 39 a. Up to 1320 hours at full value
- 40
- 41 b. All hours in excess of 1320 hours at a ratio of 1 hour of paid time for 3 hours
42 of sick leave
43

44 For the purposes of this section, purchased pension or military time, not exceeding five
45 (5) years shall be counted towards full time service as recognized by PERS.
46
47

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Section 19.7 Annual Sick Leave Conversion Employees covered by this contract, regardless of when they were hired may elect to receive a cash payment for accrued, but unused sick hours, at the rate of 2 hours of accrued, but unused sick leave for 1 hour of paid time, provided that after the conversion of the sick hours they will have no less than nine hundred sixty (960) hours of accrued, but unused sick leave to their credit. The maximum number of hours that may be sold back in any one year is 400, which converts to a cash payment of a maximum of 200 hours. Such payment shall be made at the employee's request, on the employee's anniversary date, at the employee's regular rate of pay on the day prior to their anniversary date.

Section 19.8 Sick Leave Donation Employees may donate a portion of their unused sick leave to another employee in the event that another employee uses all of their sick leave.

In the event an employee has suffered an illness or injury causing an absence from work ordered by a health care professional and the employee has exhausted all accrued sick leave, vacation and comp time benefits, each employee of the bargaining unit shall have the option of contributing a portion of his/her accrued sick leave to the affected employee. Employees who voluntarily donate sick leave may not deplete their sick leave balance below one hundred sixty (160) hours of accrued sick leave.

Section 19.9 Sick Leave Incentive All full-time employees who have not taken any sick leave during the previous calendar year shall be entitled to twenty-four (24) additional hours of vacation in the following calendar year. Converting earned, but unused sick leave pursuant to the annual sick leave conversion section above shall not constitute use of sick leave so as to prohibit earning the sick leave incentive.

**ARTICLE 20
FUNERAL LEAVE**

Up to twenty-four (24) hours with pay may be used to attend the funeral of a member of the employee's immediate family.

Immediate family, as used in this article, shall be defined as the employee's spouse, or person living as a spouse, children, grandchildren, mother, father grandmother, grandfather, mother-in-law, father-in-law, brother, sister or any other person who took the place of the natural parent(s) of the Employee.

Proof of the death and relationship of the deceased shall be furnished at the request of the City.

Up to eight (8) hours, with pay, may be used to attend the funeral of a member, member's spouse, or persons living as a spouse or related to the employee by consanguinity or affinity.

ARTICLE 21
PERSONAL LEAVE

Section 21.1 Accrual Rate-Current Employees Each full-time employee shall be granted not more than fifty-six (56) hours of personal leave per year with the approval of the Chief or designee. Such time shall not be accrued from year to year. Use of personal leave shall be subject to prior written approval of the Chief of Police or the Chiefs designee.

Section 21.2 Annual Conversion of Personal Leave Up to twenty-four (24) hours personal leave may be submitted to the Auditor on the last pay period of the year to be bought back by the City at the employee's current rate of pay.

Section 21.3 Accrual Rate-New Employees Personal leave for newly hired employees will be pro-rated according to the following schedule:

Date of Hire	Number of Hours	
January 1 through March 31 24	Fifty-six (56) hours personal leave	
April 1 through June 30 25	Forty-eight (48) hours personal leave	
July 1 through September 30 26	Thirty-two (32) hours personal leave	
October 1 through December 31	Eight (8) hours personal leave	

**ARTICLE 22
INJURY LEAVE**

When a bargaining unit member is physically injured while actually working for the Employer and is so disabled as to be absent from the work because of the physical injury that employee will continue to receive his regular pay for up to three (3) months per work-related injury without deduction from sick leave. Payment of wages for this three (3) month period will be provided as long as the employee files a claim for Workers' Compensation benefits and assigns any benefits received for that three (3) month period as temporary total disability or temporary partial disability to the City.

Each time an Employee returns to work from his injury leave, as described in the paragraph above, any time used thereafter for purposes of injury shall be deducted from the employee's accrued sick leave. However, should Workers' Compensation provide coverage for such time, the employee's sick leave will be restored.

**ARTICLE 23
TEMPORARY MILITARY LEAVE**

The Employer agrees to abide by the requirements of Ohio Revised Code §5293 *et seq.* and any and all other state and federal laws concerning military leave for bargaining unit members.

**ARTICLE 24
UNPAID LEAVES OF ABSENCE**

Section 24.1 Granting of Leave An employee who has completed one (1) year of continuous service with the Employer, or has completed his probationary period, whichever is longer, may be granted a leave of absence without pay because of injury, illness, educational purposes, or other personal reasons, including maternity leave.

The decision to grant the leave, or length of the leave, will be at the sole discretion of the Employer with due consideration to the reasons and evidence presented by the employee to the Employer.

An employee granted leave of absence under this article shall not accrue any benefits during the leave, including seniority.

A. Leaves of Ten (10) Days or Less

Except in cases of emergency, an employee wanting a leave of absence of ten (10) days or less, or any extensions thereof, must apply for said leave in writing on forms provided by the Employer no less than five (5) days in advance of the time for which the leave is requested. A written response indicating approval or disapproval will be given to the employee no later than five (5) days after the request is received by the Employer. The leave request will state the specific

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1 reason(s) for the leave. In cases where leave is for medical purposes,
2 documentation of medical proof of disability will accompany the request for leave.
3

4 **B. Leaves of Greater Than Ten (10) Days**

5
6 Except in cases of emergency, an employee wanting a leave of absence or more
7 than ten (10) days, or any extension thereof must apply for said leave in writing
8 on forms provided by the Employer no less than fourteen (14) days in advance of
9 the time for which the leave is requested. A written response indicating approval
10 or disapproval will be given to the employee no later than fourteen (14) days after
11 the request is received by the Employer. The leave request will state the specific
12 reason(s) for the leave. In cases where leave is for medical purposes,
13 documentation or medical proof of disability will accompany the request for leave.
14

15 Leaves of absence will not be granted for an employee to seek employment with another
16 employer, nor shall any employee work for another employer during the time period he is
17 on leave. Any employee who works for another employer while on leave shall have his
18 leave cancelled immediately and be subject to disciplinary action.
19

20 **Section 24.2 Return to Work** When an employee returns to work after leave of
21 absence, he will be assigned to the position which he formerly occupied or to a similar
22 position if his former position no longer exists, at the applicable rate of pay, provided the
23 employee is able to perform the work as determined by the Employer.
24

25 An employee may, upon request, return to work prior to the expiration of any leave of
26 absence, provided that such early return is agreed to by the Employer.
27

28 **Section 24.3 Unauthorized Leave** Employees absent from work without
29 authorization or approval shall be considered on unauthorized leave. An unauthorized
30 leave for a period of more than two (2) consecutive eight (8) hour working days may, at
31 the Employer's discretion, subject the Employee to disciplinary action, including
32 discharge.
33

34 **ARTICLE 25**
35 **VACATION**
36

37 **Section 25.1 Accrual Rate** All full-time members of the Bucyrus Police
38 Department who have finished one (1) full year of service shall be entitled to paid vacation
39 according to the following schedule:
40

Years of Completed Service	Vacation Hours Accrued
Over 1 year	80 hours
Over 6 years	120 hours
Over 11 years	128 hours
Over 12 years	136 hours
Over 13 years	144 hours
Over 14 years	152 hours

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Over 15 years	160 hours
Over 21 years	168 hours
Over 22 years	176 hours
Over 23 years	184 hours
Over 24 years	192 hours
Over 25 years	200 hours

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Section 25.2 Computation of Vacation Accrual In computing vacation time, an employee's yearly entitlement shall accrue following the completion of full-time service for the full twelve (12) months immediately preceding his/her City anniversary service date. Employees shall not accrue vacation time for periods of service of less than twelve (12) full months preceding their City anniversary service date.

Section 25.3 Vacation Carry-over An employee may carry over a maximum of eighty (80) hours of accumulated vacation from year to year upon written request to the Chief of Police. Timely written approval from the Chief of Police shall not be unreasonably denied.

Section 25.4 Scheduling of Vacation Vacation periods in all cases are to be scheduled at times mutually agreeable to the employees and their respective supervisors and shall be granted with priority to seniority as long as those requests are made by May 1 of each calendar year. At least forty (40) hours of each employee's vacation must be taken off in a block of not less than forty (40) hours.

Section 25.5 Yearly Sell-back An employee shall have the option of selling back to the City his accrued vacation if, and only if, he has used two-thirds (2/3) of his accrued vacation in the twelve (12) month period preceding the anniversary date of his employment, and he has not taken more than three (3) sick days during that same twelve (12) month period. For purposes of this section, accrued vacation does not include vacation carried over from the previous year. Unless application to sell back vacation under this section is made in writing fifteen (15) days in advance of his anniversary date of employment carry-over is automatic. Any sick leave used subsequent to the above application shall not be applied against the sell-back option.

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**ARTICLE 26
HOLIDAYS**

Section 26.1 Holidays All full-time employees shall receive the following paid holidays:

New Year's Day	January 1
Good Friday	Friday Before Easter
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 26.2 Additional Holidays

In addition, all full-time employees of the Police Department shall receive such additional holidays as the Employer determines to provide City-wide to all other City employees. Such additional holidays shall be upon such terms and conditions as the City may, from time to time, establish.

Section 26.3 Compensation for Holidays Employees scheduled to work on the holidays listed above shall receive two (2) times their regular hourly rate in addition to their regular pay. Upon request of the employee, such time will be paid either in cash, or as compensatory time.

In order to be eligible for the above-paid holidays, the employee must report to work and actually work his last scheduled workday before the holiday, the first scheduled workday after the holiday, and the holiday, if the employee is scheduled to work such holiday, unless specifically excused from work by the Employer. Employees scheduled off on a

designated holiday shall, upon request, receive eight (8) hours holiday pay or compensatory time.

Section 26.4 Carry-over Holidays are not cumulative from year to year and shall be forfeited if not taken as time off during the year in which they are granted.

**ARTICLE 27
SHIFT SELECTION AND TRADING**

The City has the discretion to set and change shift time, assignments, and to determine the number of positions required for each shift. Employees with two (2) or more years of total service within their classifications will then select shift preference and days off by seniority in grade with the City. Shift bidding shall occur December 1 to December 31 of every year and take effect for the monthly schedule that takes effect closest to January 1

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1 of the following year. Employees with less than two (2) total years of full-time service
2 within their classification and any part-time employees are not eligible to select a shift
3 preference and days off.

4
5 The employee will be allowed to trade shifts and days off with another employee if
6 mutually agreed upon at any time during the year, with the approval of the Chief.

7
8 If, due to an event that creates an absence of more than sixty (60) calendar days (e.g.,
9 retirement, resignation, military deployment, long-term medical absence and/or other
10 leave of absence) and an opening in the schedule is created, there will be a secondary shift
11 preference and days off selection by seniority in grade with the City. The secondary bid
12 shall occur June 1 to June 30 and will take effect for the monthly schedule that takes effect
13 closest to July 1. In the interim the Chief can ask for volunteers in the same rank to change
14 their schedule for not greater than thirty (30) days at a time. If there are no volunteers the
15 Chief can assign someone in the same rank to fill the opening for not greater than thirty
16 (30) days at a time rotating by inverse order of seniority.

17
18
19 **ARTICLE 28**
20 **HOURS OF WORK AND OVERTIME**

21
22 **Section 28.1 Work Period Defined** The normal work period for all employees
23 shall consist of either 5 consecutive eight hour days or 4 consecutive ten hour days.

24
25 Each year in preparation for shift bidding, the employer will choose which positions shall
26 work 8-hour shifts and which positions shall work 10 hour shifts in the subsequent year
27 and shifts will be posted for bid accordingly.

28
29
30 **Section 28.2 Overtime Compensation** Employees who are assigned to work eight
31 (8) hour shifts shall earn overtime for all hours actually worked in excess of eight (8)
32 hours per day. Employees who are assigned to work ten (10) hour shifts shall earn
33 overtime for all hours actually worked in excess of ten (10) per day. Overtime shall be
34 paid at one and one half (1½) times the employee's regular rate of pay. Any hours worked
35 in excess of twelve (12) in a twenty-four (24) hour period shall be paid at two (2) times
36 the employee's regular rate of pay. There will be no pyramiding of overtime.

37
38 **Section 28.3 Overtime Opportunities** When an overtime opportunity exists as
39 determined by the supervisor, it will be offered to bargaining unit members from the
40 applicable overtime roster.

41
42 In the event of an emergency, the following procedure will apply:

- 43
44 A. Dispatchers
45 • First to a dispatcher.
46 • If no dispatcher is available, then it will be offered to the first
47 available employee from the emergency overtime roster.
48 B. Officers and Supervisors

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- Offered to full-time certified bargaining unit members as per the emergency overtime roster.

Section 28.4 Compensatory Time

A. Accrual of Compensatory Time

The City may elect to provide compensatory time off in lieu of pay for overtime. In each instance where the City so elects, one and one-half (1½) hours of compensatory time will be provided for each hour of overtime.

An employee may accrue up to a maximum of one hundred twenty (120) hours of unused compensatory time for overtime. Any overtime worked after an employee has accrued the maximum amount shall be paid.

B. Use of Compensatory Time

Compensatory time will be scheduled by the City. However, an employee shall be allowed to use accrued compensatory time within a reasonable period after his request to do so, as long as the use is not unduly disruptive.

Approval for use of compensatory time will be rescinded if another employee requests leave for the same day(s) and that leave will cause overtime. When an employee's compensatory time use is rescinded, the employee will be required to report to work.

The rescinding of previously approved compensatory time can take place up until the actual day the compensatory time was to be used. When contacted, the employee must answer the phone or promptly call back and must also report for duty as ordered. Employees who do not answer the phone and/or who do not call back will be subject to discipline and will also be required to use personal leave then vacation leave, if all personal leave has been exhausted, instead of compensatory time.

C. Payment Upon Termination of Employment

The City may elect to make payment for accrued compensatory time at the employee's regular rate at the time of payments. Upon termination of employment, unused compensatory time will be paid at the higher rate of the employee's final regular rate or the employee's average regular rate for the last three (3) years of employment.

Section 28.5 Canine Unit The Department Canine(s) shall be the property of the City of Bucyrus and will be licensed in accordance with all applicable laws. The City will provide all food, equipment, insurance, licensing and veterinary services for the canine until termination of the program or until retirement of the canine. The City reserves the right to terminate the program at any time.

Upon retirement of the canine or upon termination of the program, the Canine Handler will have the opportunity to assume ownership of the retired canine for one dollar (\$1.00) and will assume all financial responsibility for the canine thereafter.

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1
2 The Canine Handler agrees to remain with the canine unit for a minimum of five (5) years
3 after initially being assigned to the canine unit. Should the Canine Handler be unable to
4 complete the five (5) year commitment, the Employer and the employee and the OLC, if
5 needed will meet to resolve the situation.

6
7 The canine officer will be responsible for the care and maintenance of the assigned
8 canine. The canine will live with the Handler at his/her residence and may be kenneled
9 while on the employee's property. The Employer will be responsible for the cost of
10 kenneling the canine for a maximum often (10) days per calendar year.

11
12 The canine officer will be assigned a regular eight (8) hour shift. Hours in excess of
13 his/her regular eight (8) hour shift shall be considered overtime subject to the terms of
14 this section. Certain days each month shall be designated as training days during which
15 the canine and the Canine handler will train with their training group. The Canine
16 handler shall be allotted two (2) hours of training time each week, up to sixteen (16) hours
17 each month.

18
19 The Canine handler will be paid for training time in the same manner as a regular workday.
20 If the training time is less than his/her regularly scheduled eight (8) hours, the Canine
21 Handler may use flex time for that part of the shift spent at training and then work the
22 remaining hours of the assigned shift if no overtime is created by the Canine handler's
23 absence.

24
25 The Canine Handler shall be paid an additional ten cents (10¢) per hour for all hours
26 worked as compensation for work done with the canine on off duty time for things such
27 as but not limited to feeding, grooming, cleaning and other general care and maintenance
28 of the canine. Time to and from the Canine Handler's regular assignment does not
29 constitute any paid of his/her shift.

30
31 Any worked performed on off duty time other than the care and maintenance of the canine
32 as described in the paragraph above shall be paid at the applicable overtime rate as specified
33 in this article. No compensation will be given during a call-out until the Canine Handler
34 has actually left his/her residence to respond to a call.

35
36 Due to the nature of this assignment, the Canine Handler agrees to be "on-call" with the
37 understanding that his/her services may be requested at any time during the day or night.
38 Should the Canine Handler be unavailable to respond to a request for service during his/her
39 normal time off, he/she will not be subject to disciplinary action except for just cause.
40 Repeated failure to respond to requests for service during normal time off is grounds for
41 reevaluation of the officer's assignment to the canine unit.

42
43 **ARTICLE 29**
44 **RESERVED**

45
46 **ARTICLE 30**
47 **RESERVED**

ARTICLE 31
PHYSICAL FITNESS AND HEALTH

Section 31.1 Intent The City and the Union recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all dispatchers. Therefore, a physical fitness program has been developed that includes a health and wellness educational component and encourages acceptable levels of physical fitness.

Section 31.2 Voluntary The program is voluntary. However, all employees are strongly encouraged to actively participate in the program and improve their level of health and fitness.

Section 31.3 Test Phases Participating employees shall perform in the following test phases:

- a) Cardiovascular Endurance
- b) Muscular Endurance
- c) Absolute Strength

Section 31.4 Testing Participants will be tested annually in September and/or October of each year. Testing shall be administered under the direction of an individual selected by the City and the Union.

Section 31.5 Incentives Incentives will be paid to participants based on the average of their scores from each of the above-mentioned phases for that year. Participants shall receive amounts based on the following:

Monetary incentive	Required Goal
a) \$250.00	For those receiving an average score of 50% to 59%
b) \$300.00	
c) \$350.00	For those receiving an average score of 60% to 69%
d) \$500.00	
e) \$800.00	For those receiving an average score of 70% to 79%
	41 For those receiving an average score of 80% to 89%
	42 For those receiving an average score of 90% to 100%

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1
2 The scoring system used for these incentives is based on the same standards used for
3 police officer candidates. The City will issue one (1) fitness incentive check per year in
4 December.

5
6 **Section 31.6 Physical Exam Required** Prior to testing, participating employees
7 shall submit to the City a medical release signed by the employee's physician.
8

9 **ARTICLE 32**
10 **INSURANCE**

11
12 **Section 32.1 Premium Contribution** The Employer shall pay eighty-five
13 percent (85%) of the necessary premiums for the employee health insurance in effect and
14 Employees shall pay fifteen (15%) of the premium amounts through automatic payroll
15 deduction.
16

17 During the term of this Agreement there will not be an HSA or HRA unless the parties
18 agree otherwise.
19

20 **Section 32.2 Change of Insurance Carriers** The Employer shall have the right
21 to change insurance carriers or coverage, as necessary, so long as any changes result in
22 comparable coverage. The City shall provide at least thirty (30) days' notice to the Union
23 prior to implementing any changes in insurance.
24

25 **Section 32.3 Health Insurance Committee to be Established.** The parties agree
26 that a joint labor/management Health Insurance Committee shall be established and will
27 be authorized to review and recommend changes to the City's health insurance plan or
28 plans. Any recommendations of the committee must be consensus. All consensus
29 agreements reached by the committee shall be binding on each participating bargaining
30 unit for the agreed term. The committee shall consist of two (2) members from the
31 bargaining unit and two (2) members from management.
32

33 **Section 32.4 Both Spouses Employed by the City** In those cases where both
34 spouses are employed by the City, only one will be eligible for health insurance coverage,
35 which will be the family plan.
36

37 **Section 32.5 Insurance Opt-Out** Employees opting out of health insurance
38 coverage through the City of Bucyrus shall receive \$1,800.00 if they would have taken
39 single coverage or \$3,600.00 if they would

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1 have taken family coverage. Employees opting out must show verification of alternative
2 health insurance coverage.

3
4 The opt-out payment will be paid on July 1 of the year for which the employee is opting
5 out. If the employee must re-enroll in that same year prior to the next open enrollment
6 period, the employee shall reimburse the City on a pro-rated basis for any money that
7 might be due to the City. This provision shall not apply to those changes where both
8 spouses are employed by the City of Bucyrus.

9
10 **Section 32.6 Life Insurance** The City will provide each employee with term
11 life insurance coverage in the amount of twenty-five thousand dollars (\$25,000.00)

12
13
14 **ARTICLE 33**
15 **COMPENSATION**

16
17 Employees shall receive hourly wage increases in accordance with the following
18 schedule:

	2023	1-1-2024	1-1-2025	1-1-2026
		5%*	2.5%	2.5%
	Hourly			
Dispatcher (After 3 Years)	23.73	27.12	27.80	28.50
Dispatcher (2 Years – 3 Years)		26.06	26.71	27.27
Dispatcher (1 year- 2 Years)	21.70	24.99	25.61	26.15
Dispatcher-Probationary (up to 12 mos.)	19.66	22.85	23.42	24.01

19
20
21 *Additional wage adjustment of \$2.10 at the beginning of 2024.

22
23 All newly hired dispatchers shall start in the Probationary step. Laterally transferred
24 dispatchers may, at the discretion of the Chief be placed in the 1 year - 2 years step but
25 may not be placed at the top step.

26
27
28 **ARTICLE 34**
29 **LONGEVITY**

30
31 Each full-time bargaining unit member shall be entitled to fifteen dollars (\$15.00) per
32 month for each three (3) year period of consecutive employment in the Police Department,
33 for a total of eight (8) three (3) year periods for a total of twenty-four (24) years; the
34 maximum longevity payment being one hundred twenty dollars (\$120.00) per month upon

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the completion of twenty-four (24) of service in the Police Department.

If the City increases the longevity payment in the Manpower Ordinance (either the amount per month or the formula by which longevity is calculated and/or paid), the parties agree that they will modify this article of this Agreement through a memorandum of understanding to reflect the same for the employees covered by this Agreement.

**ARTICLE 35
SHIFT DIFFERENTIAL**

Each employee of the Police Department who renders full-time service shall receive a shift differential of 75¢ per hour for each hour worked during the hours of 3:00 p.m. and 6:59 a.m.

**ARTICLE 36
CALL IN/COURT TIME PAY**

Any employee called in to work or subpoenaed to court or administrative tribunal, when he is otherwise not scheduled shall receive a minimum of two (2) hours compensation for work at the appropriate rate, or at his option, the equivalent amount of compensatory time. This provision shall be applicable to the extent that such call-in time does not abut or overlap the employee's regular work schedule.

**ARTICLE 37
STAND-BY PAY**

When an employee is not on duty, and is notified that he is on standby, that employee will receive one-half (1/2) his regular hourly pay rate for time he remains on standby, for a minimum of two (2) hours. Any employee on standby who does not report when called out, or is unable to be contacted, shall waive any pay hereunder.

**ARTICLE 38
SPECIAL DUTY**

Section 38.1 Working Special Duty All qualified employees of the Bucyrus Police Department may be hired by various businesses or organizations of the community to work special duty during non-regularly scheduled hours with the advanced approval of the Chief of Police. Payment for the special duty work shall be made by the hiring party at a rate of no less than:

Non-Profit Organizations	For Profit Organizations
\$30.00 per hour	\$36.00 per hour with a minimum of three (3) hours

Should an outside entity need to hire five (5) or more officers for a function, one (1) of those officers must be a lieutenant or a captain.

Any alcohol related function shall require a minimum of two (2) officers and shall require

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1 the payment of one dollar (\$1.00) more per hour in addition to the above rates.

2
3 **Section 38.2 Basic Qualifications for Working Special Duty** In order to be eligible
4 to work special duty, employees covered by this contract must have the following basic
5 qualifications:

- 6
- 7 A. Ohio Certification for Law Enforcement Officers;
- 8 B. Successful completion of new-hire probation period
- 9 C. Current firearms qualifications;
- 10 D. Not currently on medical leave, administrative leave, and/or the subject of
- 11 founded discipline above counseling within the last six (6) months.

12
13 **Section 38.3 Assigning Special Duty** The Employer shall rotate special duty
14 opportunities among all eligible and qualified full- time bargaining unit members. The
15 Employer shall maintain a list of eligible employees and the opportunities that are offered
16 and refused by each employee. Any special duty assignments not filled by this procedure
17 may be filled at the Employer's discretion.

18
19 When a business or organization requests a certain full-time employee for a detail, such
20 requested assignment will be considered when equalizing work opportunities among
21 bargaining unit members.

22
23 Any violation of an equal opportunity to work assignments under this section shall be
24 corrected at the next work opportunity.

25
26 **Section 38.4 Application of this Article** The parties agree that any special duty
27 performed by an employee under this article shall not be considered as overtime. This
28 article does not apply to other part-time "non-law enforcement-type" employment an
29 employee may work during off duty hours.

30
31 This article shall not be subject to the grievance procedure above step 2, unless there are
32 repeated violations or the equal opportunity to work assignments under this section is not
33 corrected at the next opportunity as provided herein.

34
35 The parties agree that this article does not pertain or apply to secondary employment (i.e.,
36 second job) in which members may engage during their off-duty time. This type of
37 employment is addressed in Departmental policy.

38
39 **Section 38.5 Use of Auxiliary Officers** The parties agree that the Employer may
40 continue to utilize Auxiliary Officers for special details such as parades, fairs, special
41 traffic control, scheduled educational events and declared emergencies in which regular
42 forces are not deemed adequate to fulfill the Employer's mission.

43
44
45 **ARTICLE 39**
46 **LEAVE CONVERSION AT SEPARATION FROM EMPLOYMENT**

47
48 **Section 39.1 Payment of Wages** Upon separation from employment for any reason,
49 all unpaid wages shall be paid to the employee at the rate of pay that was in effect on the

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1 date of separation.
2

3 **Section 39.2 Payment of Holidays and Vacation Leave** Upon separation from
4 employment for any reason, all unpaid holiday leave and/or accrued, but unused personal
5 leave shall be paid to the employee at his current rate of pay; all accrued, but unused
6 vacation leave shall be paid to the employee at his current rate of pay.
7

8 **Section 39.3 Payment of Compensatory Time** Upon separation from employment
9 for any reason, all earned but unused compensatory time shall be paid to the employee at
10 the current rate of pay.
11

12
13 **Section 39.4 Payment of Sick Leave** Payment to an employee of accrued, but
14 unused sick leave in cases of formal retirement or line-of-duty death shall be in accordance
15 with Article 19 herein.

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Section 39.5 Payment to Employee's Estate If the reason for separation is due to the death of the employee, the payment of wages and benefits provided for in this article shall be paid as follows:

A. If there is a surviving spouse, payment will be made to the surviving spouse in an amount not to exceed the prevailing family support allowance as set forth in O.R.C. §2106.13, reduced by the value of any automobiles transferred to the surviving spouse pursuant to O.R.C. §2106.18.

Such payments will be made to the surviving spouse only upon the surviving spouse's written agreement to file a written acknowledgement of receipt of such payment with the probate court that has jurisdiction over either the deceased employee's estate or the transfer of the deceased employee's automobiles, and further provided that the surviving spouse agrees in writing to indemnify and hold harmless the City of Bucyrus, its employees, agents and representatives against any claims of the deceased employee's heirs, devisees or legatees or the employee's estate or creditors.

B. Following the payment described in subsection A above, any remaining wages and benefits provided for in the Article shall be paid to the employee's estate.

Section 39.6 Money Owed to the Employer Upon separation from employment for any reason, all monies owed to the Employer by the employee must be paid to the Employer prior to the issuance of any separation pay provided for in this article or prior to the issuance of any payment for accrued but unused sick leave as provided for in Article 19 of this Agreement. At the option of the Employer, all monies owed may be deducted from separation pay and/or sick leave accrual pay specified in this section.

Section 39.7 Elimination of Leave Balances Payment for, or conversion of leaves pursuant to this Article shall be considered to eliminate all leave credits accrued by the bargaining unit members at the time of conversion.

**ARTICLE 40
UNIFORM ALLOWANCE**

Section 40.1 Amount of Allowance Employees shall receive a uniform allowance that will be paid by April 15th annually, as set forth below:

Dispatchers	\$600.00
-------------	----------

Section 40.2 Uniforms Uniforms are to be worn at all times when on duty as outlined in Departmental policy.

Except in instances of normal wear and tear, the City shall be responsible to replace all uniforms damaged or rendered unserviceable in the line of duty. Where applicable in this situation, the City may request restitution.

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Section 40.3 Separation from Employment

A. First year employees

Any first-year employee who separates from a position (except by reason of layoff or to another uniformed position in the Police Department) shall reimburse the City for the uniform allowance he/she has received to a maximum of the value of the yearly uniform allowance.

B. Other employees

All other employees who separate from employment (except by reason of layoff) shall only be entitled to receive a pro-rated uniform allowance.

ARTICLE 41

REPLACEMENT OF PERSONAL ITEMS

The City will bear the replacement costs of approved personal items, excluding items covered by the clothing allowance that are owned by the employee and that are lost or damaged while on duty, and are not reimbursed by another entity, in an amount not to exceed two hundred dollars (\$200.00).

ARTICLE 42

REIMBURSEMENT FOR BUSINESS TRAVEL

Bargaining unit members who have been previously authorized by the Mayor or Safety Director to travel on City business outside the City in the employee's personal automobile shall be reimbursed for such travel at the prevailing Internal Revenue Service amount.

An employee traveling on City business outside the City shall be reimbursed for reasonable and necessary meal and lodging expenses which were previously authorized by the Mayor or Safety Director.

ARTICLE 43

CONFORMITY TO LAW

Section 43.1 Subordination This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing, or future law shall not affect the validity of the surviving provisions.

Section 43.2 Supersedes This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail.

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1
2 **Section 43.3 Conformity** This Agreement is meant to conform to and should be
3 interpreted in conformance with the constitution of the United States, the constitution of
4 the state of Ohio, and all applicable federal and state laws, including the Family Medical
5 Leave Act. Should any provision of this Agreement be declared invalid by operation of
6 law or by a tribunal of competent jurisdiction or be found to be in conflict with state and/or
7 federal law, all other provisions of this Agreement shall remain in full force and effect.
8

9 **Section 43.4 Modification of Terms**

10
11 Upon written request by either party, the parties shall meet at mutually agreeable times in
12 an attempt to modify the invalidated provisions of this Agreement through good faith
13 negotiations.
14

15 **ARTICLE 44**
16 **LEGISLATIVE APPROVAL**

17
18 It is agreed by and between the parties that any provisions of this Agreement requiring
19 legislative action to permit its implementation by amendment of law or by providing the
20 additional funds therefore, shall not become effective until the appropriate legislative body
21 has given its approval.
22

23 **ARTICLE 45**
24 **TOTAL AGREEMENT**

25
26 This Agreement represents the entire agreement between the Employer and the Union, and
27 unless specifically and expressly set forth in the expressed written provisions of this
28 Agreement, all rules, regulations, benefits and practices previously and presently in effect
29 may be modified or discontinued at the sole discretion of the Employer.
30

31 **ARTICLE 46**
32 **OBLIGATION TO NEGOTIATE**

33
34
35 The Employer and the Union acknowledge that during the negotiations that preceded this
36 Agreement, each had the unlimited right and opportunity to make demands and proposals
37 with respect to any subject or matter not removed by law from the area of collective
38 bargaining /negotiations and that the understandings and agreements reached by the parties
39 after the exercise of that right and opportunity are set forth in this Agreement.
40

41 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily
42 and unqualifiedly waive their right, and each agrees that the other shall not be obligated
43 to negotiate collectively with respect to any subject or matter referred to, or covered in
44 this Agreement, or with respect to any subject or matter not specifically referred to, or
45 covered in this Agreement, even though such subjects, or matter may not have been
46 within the knowledge or contemplation of either, or both, of the parties at the time they
47 negotiated and signed this Agreement.
48

49 Only upon written mutual agreement of the parties, may any portion of this Agreement be

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1 reopened during its term.

2
3 **ARTICLE 47**
4 **DURATION**

5
6 This Agreement shall become effective on the date of execution, except as specified
7 otherwise herein and shall continue in force and effect, along with any amendments made
8 and annexed hereto, until midnight, December 31, 2026.

9
10 If either party desires to modify or amend this Agreement, it shall give notice of such intent
11 to the other party pursuant to the rules of the State Employment Relations Board (OAC 4117-
12 01-02) no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety
13 (90) calendar days prior to the expiration of this Agreement.

14
15 The parties shall continue in full force and effect all the terms and conditions of this
16 Agreement after expiration until a new agreement is signed or the statutory dispute settlement
17 procedures are completed.
18

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ARTICLE 48
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of December, 2023. Unless otherwise specified this Agreement is effective date of execution until December 31, 2026.


For the FOP,
Ohio Labor Council, Inc.:


David Garick, Senior Staff Representative


Tyler Auck, Dispatcher Unit

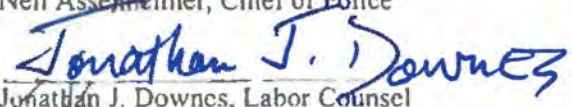
For the City of Bucyrus:


Jeff Reser, Mayor


Brian Gemert, Law Director


Jeffrey A. Wagner, Safety Service Director


Neil Assenheimer, Chief of Police


Jonathan J. Downes, Labor Counsel