



Bucyrus Patrol, Lieutenant, Captain CBA 2024-2026 Final

12/19/2023

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23-MED-07-0564

23-MED-07-0565

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# AGREEMENT BY AND BETWEEN

## THE CITY OF BUCYRUS POLICE DEPARTMENT

AND

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

CAPTAINS, LIEUTENANTS, PATROL OFFICERS

CASE NUMBERS: (Patrol Officers)  
(Sergeants and Above)

January 1, 2024 THROUGH DECEMBER 31, 2026

**The parties expressly agree that this Agreement replaces the final year of the CBA covering 2021 to 2023, SERB case number 2021-MED-09-1260 & 1261**

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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 1:

Police Officers below the rank of Sergeant in SERB Case Number 84-VR-04-0727

Bargaining Unit 2:

Police Officers holding the rank of Sergeant and above in SERB Case Number 84-VR-04-0728

**Section 3.2 Excluded** The Union recognizes the following employees as being excluded from the bargaining units:

The Chief, one officer designated to act in his absence, all police civilian

1 employees, administrative secretary and all part-time, seasonal and temporary  
2 employees. All other employees of the Employer not specifically included in the  
3 bargaining units named in Section 3.1 are excluded from the coverage of this  
4 Agreement. Said recognition shall continue for a term as provided by law.

5  
6  
7 **ARTICLE 4**  
8 **DUES AND UNION BUSINESS**  
9

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

15  
16 Once deducted, the City agrees to transmit Labor Council dues to the Labor Council as soon as  
17 practicable, but no later than thirty (30) days following the date of pay in which the dues were  
18 withheld. As often as is necessary to provide the most current information, the Labor Council will  
19 notify the Bucyrus City Auditor of the amount of dues it charges and its current membership. All  
20 dues collected shall be sent once each month to the Ohio Labor Council at 222 East Town Street,  
21 Columbus, Ohio 43215-4611.

22  
23 **Section 4.2 Withdrawal of Membership** Should the Employer receive a notice from a  
24 bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC  
25 membership, the Employer shall notify the FOP/OLC or to the FOP/OLC Staff  
26 representative in writing within fourteen (14) days of this request.

27  
28 **Section 4.3 Lodge Dues** In addition to the above Labor Council dues, the City also agrees  
29 to deduct FOP Lodge dues of members who have authorized such deduction. Authorization  
30 for deduction of FOP Lodge dues shall be on a form provided by Bucyrus Lodge #68 and the  
31 deduction shall be made in the same manner as Labor Council dues. FOP Lodge #68 dues  
32 shall be forwarded to Bucyrus Lodge #68, Fraternal Order of Police, Inc., P.O. Box 1058,  
33 Bucyrus, Ohio 44820.

34  
35 **Section 4.4 Notifications to the Union** The Employer shall notify the FOP/OLC of any new  
36 hires within the bargaining unit. Such notification will be in writing to the FOP/OLC or to  
37 the FOP/OLC staff representative within thirty (30) days of their hire date.

38  
39 Upon request during the first pay period in January and July of each year, the Employer shall  
40 provide the FOP/OLC or the FOP/OLC staff representative with a roster of all bargaining unit  
41 members.

42  
43 **Section 4.5 Religious Exemption** Any person who objects to paying service fees or union  
44 dues because of religious beliefs shall be exempted from paying them, as provided in Revised  
45 Code Section 4117.09 (C).

46  
47 **Section 4.6 Indemnification** The Labor Council and the Lodge agree to hold the City  
48 harmless in any suit, claim or administrative proceeding arising out of, or connected with,

1 the imposition, determination, or collection of dues; to indemnify the City for any liability  
2 imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse  
3 the City for any and all expenses incurred by the City in defending such suit, claim or  
4 administrative proceeding, including attorney fees and Court costs, as long as the City  
5 promptly notifies the Labor Council or the Lodge of any claim made against the City.  
6

7 For the purposes of the section, the term "City" includes the City of Bucyrus and its various  
8 officer and officials, whether elected or appointed.  
9

10 **Section 4.7 Union Release Time** The parties recognize that it may be necessary for an  
11 employee representative of the Union or FOP to leave a normal work assignment while  
12 acting in the capacity of a representative. The Union recognizes the operational needs of the  
13 City and will cooperate to keep the time lost from work by representatives at a minimum.  
14

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

21 **Section 4.8 Notice of Representatives** The Union and FOP shall provide to the  
22 Administration an official roster of its officers and representatives within thirty (30) days of  
23 the effective date of this Agreement. This roster will be updated within thirty (30) days of  
24 any change, and will include the following:  
25

- 26 • name of the officer or representative;
- 27 • immediate supervisor of the officer or representative;
- 28 • office held;
- 29 • home address and phone number of the officer or representative.  
30

31 The Administration agrees that this roster shall not be made available to the public, that  
32 only Administration employees with legitimate need to know shall have access to the  
33 roster, and that unlisted home phone numbers will not be shared with anyone outside the  
34 Administration.  
35

36 **Section 4.9 Bulletin Boards** The Union and FOP shall be permitted to construct, install  
37 and maintain Lodge and Union bulletin boards at police headquarters in the west hallway  
38 across from the departmental mailboxes. The Union and FOP may post notices of important  
39 meetings or events in the Ready Room and on the Officer's Complaint Board.  
40

41 **Section 4.10 Ballot Boxes** The Union and FOP shall be permitted, with the prior  
42 notification to the Chief of the Division of Police, to place ballot boxes at the police  
43 headquarters in the Ready Room for the purpose of collecting ballots on all Union or FOP  
44 issues subjected to ballots. Such boxes shall be the property of the Union or FOP and neither  
45 the ballot boxes nor the ballots shall be subjected to the Administration's review. The boxes  
46 shall be removed as soon as practicable after the Union or FOP issue has been determined.  
47  
48

**ARTICLE 5  
MANAGEMENT RIGHTS**

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

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

**Section 5.2 Additional Rights** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer regarding the operation of its work, business, and direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by express and specific written 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 units shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "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.

1 In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees  
2 in a reasonable manner that the strike, work stoppage, slowdown, or other unlawful interference  
3 with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned  
4 or approved, by the Union. The Union shall advise the employees to return to work immediately.  
5

6 **Section 6.2 No Lock Out.** During the term of this Agreement, the City shall not lock out  
7 its employees.  
8  
9

10 **ARTICLE 7**  
11 **GENDER, PLURALS AND HEADINGS**

12 **Section 7.1 Gender and Plurals** Whenever the context so requires, the use of words  
13 herein in the singular shall be construed to include the plural, and words in the plural, the  
14 singular. Words, whether in the masculine, feminine or neutral gender shall be construed to  
15 include all genders. By the use of either masculine or feminine genders it is understood that  
16 the use is for convenience purposes only and is not to be interpreted to be discriminatory by  
17 reason of sex.  
18

19 **Section 7.2 Headings** It is understood and agreed that the use of headings before articles  
20 or sections is for convenience and identification only and that no heading shall be used in the  
21 interpretation of any article or section, nor effect any interpretation of any article or section.  
22  
23

24 **ARTICLE 8**  
25 **LATERAL TRANSFERS**

26  
27 **Section 8.1 Lateral Transferring Permitted** The Employer may transfer police officers  
28 from other law enforcement agencies and these police officers can qualify as "lateral  
29 transfers". This Article is applicable only to lateral transfers. Except as specified in the  
30 Article, all other rights and benefits provided in the Agreement shall also apply to laterally  
31 transferred officers.  
32

33 The Chief shall determine, at his discretion, the salary rate from the wage schedule for  
34 the lateral hire.  
35

36 **Section 8.2 Minimum Qualifications**

37 **A. Officer** To qualify as a lateral transfer as a police officer, at the time of application, the  
38 officer must possess a current Ohio Peace Officer Training Association (OPOTA) certificate.  
39 The officer must have prior law enforcement experience of no less than one (1) year of full-  
40 time (i.e., working not less than thirty-five (35) hours per week) or no less than five(5) years  
41 of paid-time (i.e., working not less than an average of sixty (60) hours per month in paid  
42 status) or the equivalent combination as determined by the Safety Service Director. A  
43 jurisdiction is defined as service as a police officer in any Ohio municipal, state, county,  
44 township or state university that utilizes a law enforcement agency.  
45

46 **B. Testing** Successfully pass or complete any other criteria established by the Safety  
47 Service Director (in consultation with the Civil Service Commissioner and the Chief



1 of Police).

2  
3 **C. Documentation** All laterally transferred police officers shall be required to provide  
4 written documentation of the prior service as required for their position from any and  
5 all employers.  
6

7 **Section 8.3 Probationary Period** All lateral-transfer candidates for police officer  
8 positions shall successfully complete an initial probationary period that will begin on the  
9 first day for which the employee receives compensation from the City and shall continue for  
10 a period of one (1) year.

11  
12 Lateral transfer probationary employees may be removed without cause during their initial  
13 probationary period and shall not be permitted redress under the contractual grievance and  
14 arbitration procedure nor appealable through the State Personnel Board of Review nor Civil  
15 Service Commission.

16  
17 **Section 8.4 Seniority** Transferred employees shall have no seniority during probationary  
18 period except for purposes of lay-off. However, upon completion of the probationary period,  
19 seniority for laterally transferred employees shall start from the date of hire in a bargaining  
20 unit position in the Bucyrus Police Department.  
21

22 **Section 8.5 Lateral Transfer Officers.** Vacation After six (6) months service, lateral  
23 transferred employees will receive forty (40) hours vacation leave for use in the second six  
24 months of service.  
25

26 **ARTICLE 9**  
27 **LABOR-MANAGEMENT COMMITTEE**  
28

29 **Section 9.1 Scope of Committee** The parties recognize that certain subjects, such as  
30 equipment, job duties, work schedules and assignments, and various similar management  
31 functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also  
32 recognize that the Union may wish to present its views on such subjects so that its views may be  
33 considered by the administration.  
34

35 **Section 9.2 Procedure** For this purpose, a Labor-Management Committee shall be  
36 established. The Committee shall consist of the Mayor, the Safety Director, the Chief of Police  
37 and one (1) representative from each of two (2) bargaining units covered by this Agreement, as  
38 designated by the bargaining units.  
39

40 Committee meetings shall be scheduled as necessary, but at least once a year, at the request  
41 of either party at reasonable, mutually convenient times and shall be closed to the public.  
42 Agenda items may be presented by either side. Items shall be presented to the other side  
43 at least one week prior to any scheduled meeting so that an agenda can be distributed to  
44 the participants in advance of the meeting.  
45  
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1 **ARTICLE 10**  
2 **RESIDENCY REQUIREMENT**

3  
4 All employees must reside within Crawford County or within twenty (20) miles from the  
5 City limits.

6  
7 **ARTICLE 11**  
8 **GROOMING**

9  
10 The City may develop and implement reasonable grooming requirements. It is understood that any  
11 such requirements will not unreasonably prohibit beards and/or mustaches.

12  
13 **ARTICLE 12**  
14 **EXPOSURE TO ILLNESS AND DISEASE**

15  
16 **Section 12.1 Vaccinations** In the event an employee, while working for the City, becomes  
17 exposed to a condition not covered by Workers' Compensation, the City will pay for the cost of  
18 vaccination to the extent it is not paid by the employee's health insurance.

19  
20 **Section 12.2 Rabies and Hepatitis** In the event that an employee, while working for the  
21 City, becomes exposed to rabies or hepatitis, the City shall provide a vaccination to the extent it  
22 is not covered by Workers' Compensation or paid for by the employee's health insurance. This  
23 vaccination shall be provided at no cost to the employee. In the event of suspected exposure to  
24 rabies or hepatitis, the employee shall notify his supervisor as soon as practicable.

25  
26  
27 **ARTICLE 13**  
28 **PROBATIONARY PERIOD**

29  
30 **Section 13.1 Length of Probationary Period**

31  
32 A. Sworn officers  
33 The probationary period for newly hired sworn officers with certification shall  
34 not exceed twelve (12) months from the date of hire.

35  
36 The probationary period for newly hired sworn officers without  
37 certification shall not exceed twelve (12) months from the date of  
38 certification.

39  
40 B. Promotional  
41 The promotional probationary period for sworn positions in the ranks of  
42 Lieutenant and Captain shall not exceed six (6) months.

43  
44 **Section 13.2 Seniority During Probation** Newly hired employees shall have no seniority  
45 during probationary periods except for purposes of lay-off. However, upon completion of the  
46 probationary period, seniority for newly hired employees shall start from the date of hire in a  
47 bargaining unit position in the Bucyrus Police Department.

1 **Section 13.3 Discipline or Discharge During Probation** The Employer shall have the discretion  
2 to discipline or discharge newly hired probationary employees or to reduce promotional  
3 probationary employees to their previous rank. Any such action shall not be appealable through  
4 any grievance or arbitration procedure contained herein, or any civil service procedure.

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7 **ARTICLE 14**  
8 **SENIORITY**  
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10 **Section 14.1 Definition** Seniority as it is used in this Agreement means only  
11 Departmental Seniority and shall be defined as an employee's uninterrupted length of  
12 continuous full-time employment in a bargaining unit position in the Bucyrus Police  
13 Department.  
14

15 A newly hired probationary full-time employee shall have no seniority, except for  
16 purposes of lay-off, until he satisfactorily completes the probationary period at which  
17 time his seniority will be adjusted to reflect his total uninterrupted length of continuous  
18 full-time employment.  
19

20 **Section 14.2 Termination of Seniority** An employee's seniority shall be terminated when  
21 one or more of the following occurs:  
22

- 23 A. Resignation
- 24 B. Discharge for Cause
- 25 C. A lay off for longer than thirty-six (36) months
- 26 D. Retirement
- 27 E. Failure to report for work for more than three (3) working days without  
28 having given the Employer advance notice of his pending absence, unless  
29 he is physically unable to do so as certified by the appropriate authority
- 30 F. Inability to perform his job duties due to illness or injury and he is unable  
31 to return to work at the expiration of any granted applicable leave
- 32 G. Refusal to recall or failure to report work within seven (7) days from the  
33 date the Employer sends the employee recall notice.  
34

35 **Section 14.3 Ties in Seniority** If two or more full-time employees are hired or appointed  
36 on the same date, their relative seniority shall be determined by the drawing of lots.  
37

38 **Section 14.4 Prior Service Credit** For any employee hired subsequent to January 1,  
39 1991, prior service with any political subdivision of the state of Ohio, including the State of  
40 Ohio, shall not be used in determining seniority for the purposes of this Agreement. For the  
41 purposes of this Agreement, any reference to seniority shall be construed to be seniority  
42 within the City of Bucyrus Police Department.  
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**ARTICLE 15**  
**LAY-OFF AND RECALL**

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

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

**Section 15.3 Displacement (Bumping)** Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser full-time Departmental seniority in an equal or lower rated rank pursuant to provisions of this section.

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

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

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

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

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**ARTICLE 16**  
**INVESTIGATION AND DISCIPLINE**

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

- A. An employee shall be entitled to Union representation or an attorney at his/her own expense, at each step of the disciplinary procedure.
- B. No recording device, stenographic, or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record at least seven

1 (7) workdays prior to the date of arbitration. The cost of the transcript will  
2 be borne by the party requesting the copy of the transcript.

- 3 C. An employee shall not be coerced, intimidated, or suffer any reprisals  
4 either directly or indirectly that may adversely affect his hours, wages, or  
5 working conditions as the result of the exercise of his right during an  
6 investigation or while being disciplined.  
7 D. If during an administrative interview, the Employer determines that the  
8 employee may be charged with a criminal violation, the employee shall be  
9 advised of his constitutional rights according to law.  
10

11 **Section 16.2 Resignation** An employee may resign following the service of a Notice of  
12 Discipline. Any such resignation will be processed in accordance with the Employer's Rules  
13 and Regulations and the employee's employment shall be terminated.  
14

15 **Section 16.3 Just Cause Required** Discipline of non-probationary employees shall be  
16 imposed only for just cause. The Notice of Discipline shall be in writing and shall state the  
17 specific acts for which discipline is being imposed and shall also state the proposed penalty.  
18 The Notice served on the employee shall contain a reference to dates, time and places, as  
19 accurately as possible.  
20

21 **Section 16.4 Service of Notice of Discipline** Where the Employer seeks as a penalty the  
22 imposition of a suspension without pay, a demotion or removal from service, the Notice of  
23 Discipline shall be served on the Union and employee personally or by registered or certified  
24 mail, return receipt requested.  
25

26 **Section 16.5 Administrative Procedure** The following administrative procedures shall  
27 apply to disciplinary actions:  
28

- 29 A. The appointing authority and the employee involved are encouraged to  
30 settle disciplinary matters informally. Each side shall make a good faith  
31 effort to settle the matter at the earliest possible time. The appointing  
32 authority is encouraged to hold an informal meeting with the employee for  
33 the purpose of discussing the matter prior to the formal presentation of  
34 written charges. The specific nature of the matter will be addressed, and  
35 the appointing authority may offer a proposed disciplinary penalty. The  
36 employee must be advised before meeting that he/she is entitled to  
37 representation by the Union or an attorney (at the employee's expense)  
38 during the initial discussion.  
39  
40 B. If a mutually agreeable settlement is not reached at this informal meeting  
41 the appointing authority will, within ten (10) working days, prepare a  
42 formal Notice of Discipline and present it to the employee and the Union.  
43 The Notice of Discipline must advise the employee that he/she is entitled  
44 to representation by the Union or an attorney (at the employee's expense)  
45 during the discipline process.  
46  
47 C. Upon imposition of discipline, the employee may choose to accept the

1 discipline or file a grievance in accordance with Article 17 of the  
2 Agreement. Grievances filed as a result of a suspension, demotion or  
3 termination are filed directly at Step 3 of the grievance procedure.  
4

5 D. All disciplinary meetings are to take place during the first or last hour of  
6 the effected employee's shift, unless there is another mutually agreed upon  
7 time.  
8

9 **Section 16.6 Settlement** A disciplinary matter may be settled at any time. The terms of the  
10 settlement shall be agreed upon in writing. A settlement entered into by an employee shall be  
11 final and binding on all parties. The Union shall be notified of all settlements if the employee  
12 chooses to have private counsel.  
13

14 **Section 16.7 Benefits** An employee serving a suspension without pay for disciplinary  
15 reasons shall lose benefits proportionate to the suspension awarded by an arbitrator, or  
16 agreement by the City and the employee (e.g., a three (3) month suspension would result in  
17 a loss of twenty-five percent (25%) of the employee's yearly benefits such as vacation,  
18 personal days, etc.) During a separation of service for disciplinary reasons an employee will  
19 not accrue benefits such as sick leave, overtime, comp time etc., but neither their seniority  
20 nor employment dates will be affected for figuring future benefits.  
21

22  
23 **ARTICLE 17**  
24 **GRIEVANCE PROCEDURE**  
25

26 **Section 17.1 Intent** Every employee shall have the right to present his grievance in  
27 accordance with the procedures provided herein, without any interference, coercion,  
28 restraint, discrimination or reprisal. Every employee shall have the right to be represented  
29 by a person of his own choosing at all stages of the grievance procedure. It is the intent and  
30 purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the  
31 lowest step of this procedure.  
32

33 **Section 17.2 Definitions**

34 A. Grievance 39 A "grievance" shall be defined as an allegation by one  
35 40 or more employees that there has been a breach,  
36 41 misinterpretation or misapplication of this  
37 42 Agreement.

38 B. Aggrieved Party 43  
44 The Aggrieved Party shall be defined as any employee  
45 or group of employees, or the Union, who participates  
46 in filing the grievance.

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- 1 C. Party in Interest A "Party in Interest" shall be defined as any  
2 employee named in the grievance who is not the  
3 aggrieved party.  
4 D. Days "Day" as used in this grievance procedure shall  
5 mean calendar days, excluding Saturdays, Sundays  
6 or holidays as provided for in the Agreement.  
7

8 **Section 17.3 Probationary Employees** Probationary employees have the right to file and  
9 pursue grievances in accordance with this Article. Newly hired probationary employees may  
10 not, however, appeal disciplinary action taken against them during their probationary period  
11 through the grievance procedure. Promotional probationary employees may not appeal a  
12 demotion during such period through the grievance procedure.  
13

14 **Section 17.4 Procedure** The following procedures shall apply to the administration of all  
15 grievances filed under this article.  
16

- 17 A. Information on grievance forms

18 All grievances shall include:

- 19 • the name and position of the aggrieved party;  
20 • the identity of the provisions of this Agreement involved in the  
21 grievance;  
22 • the approximate time and place where the alleged events or  
23 conditions constituting the grievance took place;  
24 • the identity of the party (if known to the aggrieved party),  
25 responsible for causing the said grievance,  
26 • and a general statement of the nature of the grievance and the •  
27 redress sought by the aggrieved party.  
28

- 29 B. Decisions in Writing

30 All decisions shall be rendered in writing at each step of the grievance  
31 procedure. Each decision shall be transmitted to the aggrieved party and  
32 the Union.  
33

- 34 C. Filing of Group Grievance

35 If a grievance affects a group of employees and is filed as a group or class  
36 action grievance, it may be submitted directly at Step 2. Group grievances  
37 shall include a list of all individuals included in the grievance. The list of  
38 additional names must be included no later than when the grievance is  
39 forwarded to the Chief at Step 2.  
40

- 41 D. Preparation and Investigation of Grievances

42 The preparation and investigation of grievances shall be conducted during  
43  
44  
45

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1 non-working hours.

2  
3 E. Informal Discussion/Informal Adjustment

4  
5 Nothing contained herein, shall be construed as limiting the right of any  
6 employee having a grievance from discussing the matter informally with  
7 any appropriate member of the Administration and having the matter  
8 informally adjusted without the intervention of the Union, provided that  
9 the adjustment is not inconsistent with the term of this Agreement.

10  
11 F. No Precedent Set

12  
13 In the event that any grievance is adjusted without formal determination,  
14 pursuant to this procedure, while such adjustment shall be binding upon  
15 the aggrieved party and shall, in all respects, be final, the adjustment shall  
16 not create a precedent, or ruling, binding to the Employer in future  
17 proceedings.

18  
19 G. No Alteration of the Contract

20  
21 This procedure shall not be used for the purpose of adding to, subtracting  
22 from or altering in any way, any of the provisions of this Agreement.

23  
24 **Section 17.5 Sole and Exclusive Remedy** This shall be the sole and exclusive procedure  
25 for the disputes concerning any type of discipline or discharge actions.

26  
27 **Section 17.6 Effect of Time Limits** The time limits provided herein will be strictly adhered  
28 to, and any grievance not filed initially or appealed within the specified time limits will be  
29 deemed waved and void. If the Employer fails to reply within the specified time limit, the  
30 grievance shall automatically move to the next step. The time limits specified for either party  
31 may be extended only by written mutual agreement between the Employer and the Union.

32  
33 **Section 17.7 Steps** All grievances shall be administered in accordance with the following  
34 steps:

35 **Step 1: Immediate Supervisor**

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

40  
41 The supervisor will schedule an informal meeting with the employee and his  
42 representative, if the representative's presence is requested by the employee,  
43 within seven (7) days of the date of the notice by the employee.

44  
45 The supervisor and the employee, along with the employee's representative, if his  
46 presence is requested by the employee, will discuss the issues in dispute with the  
47 object of resolving the matter informally. The supervisor shall issue a written  
48 decision to the employee's representative with a copy to the employee, if the



1 employee requests one, within seven (7) days from the date of the meeting.  
2

3 **Step 2: Chief of Police**

4 An employee who believes he may have a grievance shall notify the Chief of Police  
5 in writing of the possible grievance within seven (7) days after the written decision  
6 given by the aggrieved party's supervisor in Step 1. The Chief or his designee shall  
7 convene a meeting within seven (7) days of the receipt of the appeal. The hearing  
8 will be held with the aggrieved party and his representative, if he requests one. The  
9 Chief or his designee shall issue a written decision to the employee's representative  
10 with a copy to the employee, if the employee requests one, within seven (7) days  
11 from the date of the meeting.  
12

13 **Step 3: Safety Director**

14 If the aggrieved party is not satisfied with the written decision at the conclusion of  
15 Step 2, a written appeal of the decision may be filed with the Safety Director within  
16 seven (7) days from the date of the rendering of the decision in Step 2.  
17 Copies of the written decisions shall be submitted with the appeal. The Safety  
18 Director, or his designee, shall convene a meeting within seven (7) days of the  
19 receipt of the appeal. The meeting will be held with the aggrieved party, the  
20 Union, and any other party necessary to provide the required information for the  
21 rendering of a proper decision. The Safety Director or his designee shall issue a  
22 written decision to the employee, with a copy to the Union within fifteen (15)  
23 days from the date of the meeting.  
24

25 **Step 4 Arbitration**

26 If the grievant is not satisfied with the decision in Step 3, he will notify the Union  
27 and the Union may submit the grievance to arbitration within twenty (20) days of  
28 the rendering of the decision in Step 3.  
29

30 Within this twenty (20) day period, the parties will attempt to mutually agree upon  
31 an arbitrator. If such agreement is not reached, then the parties shall request a list  
32 of arbitrators from the Federal Mediation and Conciliation Service.  
33

34 **A. Conducting the Arbitration**

- 35
- 36 1. The Arbitrator shall have no power or authority to add to, subtract  
37 from, or in any manner alter the specific terms of this Agreement,  
38 or to make any award requiring the commission of any act  
39 prohibited by law or to make any award that is contrary to law or  
40 violates any of the terms and conditions of this Agreement.
  - 41 2. The Arbitrator shall not decide more than one grievance on the  
42 same hearing day or series of hearing days except by the mutual  
43 written agreement of the parties.
  - 44 3. The hearing, or hearings, shall be conducted pursuant to the Rules  
45 of Voluntary Arbitration of the American Arbitration Association.
  - 46 4. The fees and expenses of the Arbitrator and the costs of the hearing  
47 room, if any, shall be borne by the losing party. However, upon

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1 application of either party, the Arbitrator may determine that a  
2 proportionate distribution of the fees and expenses is appropriate.  
3 Neither party shall be responsible for any of the expenses incurred  
4 by the other party.

5 5. The Arbitrator's decision and award will be in writing and delivered  
6 within thirty (30) days from the date the record is closed. The decision  
7 of the Arbitrator shall be final and binding upon the parties, including  
8 the Arbitrator's determination as to seniority, benefits and wage  
9 issues.

10 6. Either party may request, in writing, a pre-arbitration meeting  
11 fourteen (14) days prior to the scheduled date of an arbitration  
12 hearing.

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

17  
18  
19 Section 17.8 Indemnification The Union agrees to indemnify and hold the  
20 Employer harmless against any and all claims, demands and suits or other forms of liability  
21 that may arise out of any determination that the Union failed to fairly represent a member of  
22 the bargaining unit during the exercise of his rights as provided by the grievance and arbitration  
23 procedures contained herein.

24 **ARTICLE 18**  
25 **PERSONNEL RECORDS**

26  
27 **Section 18.1 Review of File** Every bargaining unit member shall be permitted to  
28 review his personnel file at reasonable times following written request to the Chief or his  
29 executive officer. Any document added to an employee's personnel file will be provided to  
30 the employee.

31  
32 **Section 18.2 Copy of File, Cost** A bargaining unit member may copy documents in  
33 his personnel file. He or she may be charged by the City for such photocopying. The charge  
34 shall bear a reasonable relationship to the City's actual cost for copying.

35  
36 **Section 18.3 Employee Response to Possible Inaccuracy** If a bargaining unit  
37 member has reason to believe there is an inaccuracy in any document in his personnel file, he  
38 may prepare a written memorandum explaining the alleged inaccuracy and present it to the  
39 Chief. If the Chief agrees to the inaccuracy, he shall remove the inaccurate document, correct  
40 the inaccuracy, or attach the memorandum to the document if it remains in the file.

41  
42 **Section 18.4 Discipline Record Retention** Records of discipline shall be retained  
43 in the employee's personnel file and shall have force and effect as specified below, barring  
44 any further discipline of same or similar type.

45  
46 Verbal discipline or counseling 9 months

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1 Written reprimands 1 year

2 Suspensions or demotions 2 years

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

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

10  
 11 **ARTICLE 19**  
 12 **SICK LEAVE**

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

- 16 • illness or injury of the employee, or illness, injury or death within the
- 17 employee's immediate family where the employee's presence is reasonably
- 18 necessary;
- 19 • exposure by the employee or a member of the employee's immediate family
- 20 to a contagious disease communicable to other employees.
- 21 • childbirth and/or related medical conditions.
- 22 • medical, dental or optical examinations or treatments of the employee or
- 23 member of the employee's immediate family where the employee's presence
- 24 is reasonably necessary.
- 25
- 26

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

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

32  
 33 **Section 19.3 Notification to Employer** An employee who is absent on sick leave  
 34 shall notify the Employer of the absence and the reason therefore at least two (2) hours before  
 35 the start of his work shift each day he is to be absent, unless physically unable to do so.  
 36

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

43  
 44 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the  
 45 event that upon such proof as is submitted or upon the report of a medical examination, the Chief,

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1 at his discretion, finds there is not satisfactory evidence of an illness, injury or death sufficient to  
2 justify the employee's absence, such leave may, at the Chief's discretion, be considered  
3 unauthorized leave and shall be without pay.

4  
5 Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for  
6 disciplinary action.

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

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

19  
20 **Section 19.6 Sick Leave Conversion at Retirement**

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

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

33 1. Up to 960 hours at full value if the employee's balance as of  
34 December 26, 2017 was less than or equal to 960 hours;

35  
36 2. If the employee's sick leave balance as of December 26, 2017 was  
37 greater than 960 hours as follows:

38 and

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  
42 3 hours 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 and/or PFPF.

46  
47 **Section 19.7 Annual Sick Leave Conversion** Employees covered by this contract, regardless

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

8  
9 **Section 19.8 Sick Leave Donation** Employees may donate a portion of their unused sick  
10 leave to another employee in the event that another employee uses all of their sick leave.

11  
12 In the event an employee has suffered an illness or injury causing an absence from work ordered  
13 by a health care professional and the employee has exhausted all accrued sick leave, vacation  
14 and comp time benefits, each employee of the bargaining units shall have the option of  
15 contributing a portion of his/her accrued sick leave to the affected employee. Employees who  
16 voluntarily donate sick leave may not deplete their sick leave balance below one hundred sixty  
17 (160) hours of accrued sick leave.

18  
19 **Section 19.9 Sick Leave Incentive** All full-time employees who have not taken any sick  
20 leave during the previous calendar year shall be entitled to twenty-four (24) additional hours of  
21 vacation in the following calendar year. Converting earned, but unused sick leave pursuant to the  
22 annual sick leave conversion section above shall not constitute use of sick leave so as to prohibit  
23 earning the sick leave incentive.

24  
25  
26 **ARTICLE 20**  
27 **FUNERAL LEAVE**

28  
29 Up to twenty-four (24) hours with pay may be used to attend the funeral of a member of the  
30 employee's immediate family.

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

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

36  
37 Up to eight (8) hours, with pay, may be used to attend the funeral of a member, member's spouse,  
38 or persons living as a spouse or related to the employee by consanguinity or affinity.

39  
40  
41 **ARTICLE 21**  
42 **PERSONAL LEAVE**

43  
44 **Section 21.1 Accrual Rate-Current Employees** Each full-time employee shall  
45 be granted not more than fifty-six (56) hours of personal leave per year with the approval of the  
46 Chief or designee. Such time shall not be accrued from year to year. Use of personal leave shall  
47 be subject to prior written approval of the Chief of Police or the Chiefs designee.

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**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:

<b>Date of Hire</b>	<b>Number of Hours</b>
January 1 through March 31 16	Fifty-six (56) hours personal leave
April 1 through June 30 17	Forty-eight (48) hours personal leave
July 1 through September 30 18	Thirty-two (32) hours personal leave
October 1 through December 31 19	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 units' 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 reason(s) for the leave. In cases where leave is for medical purposes, documentation of medical proof of disability will accompany the request for leave.

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

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

10 Leaves of absence will not be granted for an employee to seek employment with another  
11 employer, nor shall any employee work for another employer during the time period he is on  
12 leave. Any employee who works for another employer while on leave shall have his leave  
13 cancelled immediately and be subject to disciplinary action.  
14

15 **Section 24.2 Return to Work** When an employee returns to work after leave of  
16 absence, he will be assigned to the position which he formerly occupied or to a similar  
17 position if his former position no longer exists, at the applicable rate of pay, provided the  
18 employee is able to perform the work as determined by the Employer.  
19

20 An employee may, upon request, return to work prior to the expiration of any leave of absence,  
21 provided that such early return is agreed to by the Employer.  
22

23 **Section 24.3 Unauthorized Leave** Employees absent from work without  
24 authorization or approval shall be considered on unauthorized leave. An unauthorized leave  
25 for a period of more than two (2) consecutive eight (8) hour working days may, at the  
26 Employer's discretion, subject the Employee to disciplinary action, including discharge.  
27

28 **ARTICLE 25**  
29 **VACATION**  
30

31 **Section 25.1 Accrual Rate**  
32

33 All full-time members of the Bucyrus Police Department who have finished one (1) full year of  
34 service shall be entitled to paid vacation according to the following schedule:  
35

<b>Years of Completed Service</b>	<b>Vacation Hours Accrued</b>
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
Over 15 years	160 hours
Over 21 years	168 hours
Over 22 years	176 hours



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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** All 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.

**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 of the following year. Employees

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1 with less than two (2) total years of full-time service within their classification and any part-time  
2 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 mutually  
6 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. retirement,  
9 resignation, military deployment, long-term medical absence and/or other leave of absence) and  
10 an opening in the schedule is created, there will be a secondary shift preference and days off  
11 selection by seniority in grade with the City. The secondary bid shall occur June 1 to June 30  
12 and will take effect for the monthly schedule that takes effect closest to July 1. In the interim the  
13 Chief can ask for volunteers in the same rank to change their schedule for not greater than thirty  
14 (30) days at a time. If there are no volunteers the Chief can assign someone in the same rank to  
15 fill the opening for not greater than thirty (30) days at a time rotating by inverse order of  
16 seniority.  
17

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

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

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

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

36 **Section 28.3 Overtime Opportunities**  
37 When an overtime opportunity exists as determined by the supervisor, it will be offered to  
38 bargaining unit members from the applicable overtime roster.  
39 In the event of an emergency, the following procedure will apply:  
40

- 41 A. Dispatchers
- 42 • First to a dispatcher.
  - 43 • If no dispatcher is available, then it will be offered to the first available  
44 employee from the emergency overtime roster.  
45

- 46 B. Officers and Supervisors
- 47 • Offered to full-time certified bargaining unit members as per the  
48 emergency overtime roster.

1  
2 **Section 28.4 Compensatory Time**  
3

4 **A. Accrual of Compensatory Time**

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

8  
9 Effective September 10, 2022, an employee may accrue up to a maximum of one hundred  
10 twenty (120) hours of unused compensatory time for overtime.

11  
12 Employees who have more than one hundred twenty (120) hours of compensatory time on  
13 September 10, 2022, shall not be permitted to accrue any further compensatory time until  
14 their compensatory time hours have been reduced to one hundred twenty hours. Employees  
15 shall have until 11:59 p.m. on June 30, 2023 to accomplish this reduction in compensatory  
16 time hours. Any compensatory time hours (in excess of 120) remaining to their credit after  
17 11:59 p.m. shall be paid to employees.  
18

19 **B. Use of Compensatory Time**

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

23  
24 Approval for use of compensatory time will be rescinded if another employee requests leave  
25 for the same day(s) and that leave will cause overtime. When an employee's compensatory  
26 time use is rescinded, the employee will be required to report to work.

27  
28 The rescinding of previously approved compensatory time can take place up until the  
29 actual day the compensatory time was to be used. When contacted, the employee must  
30 answer the phone or promptly call back and must also report for duty as ordered.  
31 Employees who do not answer the phone and/or who do not call back will be subject to  
32 discipline and will also be required to use personal leave then vacation leave, if all  
33 personal leave has been exhausted, instead of compensatory time.  
34

35 **C. Payment Upon Termination of Employment**

36 The City may elect to make payment for accrued compensatory time at the employee's  
37 regular rate at the time of payments. Upon termination of employment, unused  
38 compensatory time will be paid at the higher rate of the employee's final regular rate or  
39 the employee's average regular rate for the last three (3) years of employment.  
40

41 **Section 28.5 Canine Unit** The Department Canine(s) shall be the property of the City  
42 of Bucyrus and will be licensed in accordance with all applicable laws. The City will provide  
43 all food, equipment, insurance, licensing and veterinary services for the canine until  
44 termination of the program or until retirement of the canine. The City reserves the right to  
45 terminate the program at any time.  
46

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

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1 all financial responsibility for the canine thereafter.

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

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

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

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

23  
24 The Canine Handler shall be paid an additional ten cents (10¢) per hour for all hours  
25 worked as compensation for work done with the canine on off duty time for things such as but  
26 not limited to feeding, grooming, cleaning and other general care and maintenance of the canine.  
27 Time to and from the Canine Handler's regular assignment does not constitute any part of his/her  
28 shift.

29  
30 Any worked performed on off duty time other than the care and maintenance of the canine as  
31 described in the paragraph above shall be paid at the applicable overtime rate as specified in this  
32 article. No compensation will be given during a call-out until the Canine Handler has actually  
33 left his/her residence to respond to a call.

34  
35 Due to the nature of this assignment, the Canine Handler agrees to be "on-call" with the  
36 understanding that his/her services may be requested at any time during the day or night. Should  
37 the Canine Handler be unavailable to respond to a request for service during his/her normal time  
38 off, he/she will not be subject to disciplinary action except for just cause. Repeated failure to  
39 respond to requests for service during normal time off is grounds for reevaluation of the officer's  
40 assignment to the canine unit.

41  
42 **ARTICLE 29**  
43 **WORKING OUT OF RANK**  
44

45 Where no ranking officer is available for a particular shift, the Chief shall, in his discretion  
46 select a patrolman to serve as the ranking officer. Any such patrolman shall have at least one (1)  
47 year of experience in the patrolman classification. This employee shall receive an additional  
48 seventy-five cents (75¢) an hour in addition to his normal pay for those hours he serves as ranking

1 officer.

2 **ARTICLE 30**  
3 **PROMOTIONS**  
4

5 **Section 30.1 Definition** A vacancy is a job opening that the Employer decides to  
6 post and fill on a permanent basis. Leaves of absence or any other employment action,  
7 consequence or result which causes a job opening, so as to appear to create a vacancy, does  
8 not create a vacancy until the Employer intends to fill that position. When the Employer  
9 makes the decision to fill a vacancy that will result in a promotion(s) the terms of this article  
10 shall govern the promotion process.  
11

12 **Section 30.2 Eligibility for Promotions**

13 **A. To the Rank of Lieutenant**  
14

15 In order to be automatically eligible to take the promotional examination for the rank of  
16 Lieutenant, an employee must be off probation and must have a minimum of five (5)  
17 continuous years in the rank of patrol officer with the Bucyrus Police Department as of  
18 the scheduled date of the examination.  
19

20 If less than two (2) officers meeting the five (5) year minimum requirement are eligible  
21 or willing to take the lieutenant promotional examination, then the time in service  
22 requirement shall be automatically reduced to three (3) continuous years. A passing  
23 score on the written examination shall be 70%. A candidate must achieve at least a  
24 passing score on the written examination to be eligible for seniority credit. Credit for  
25 seniority shall equal one half(½) point for each full year of service as an officer with the  
26 Bucyrus Police Department as of the date of the written examination, not to exceed ten  
27 (10) points.  
28

29 **B. To the Rank of Captain**

30 In order to be automatically eligible to take the promotional examination for the rank of  
31 captain, an employee must have a minimum of one (1) year in the rank of lieutenant with  
32 the Bucyrus Police Department as of the scheduled date of the examination.  
33

34 However, this requirement will be suspended in cases where there are not two (2) or more  
35 candidates for the exam who meet this criterion.  
36

37 **Section 30.3 Test Scores and Seniority Credit** A passing score on the written  
38 examination for either rank shall be seventy percent (70%). A candidate must achieve at  
39 least a passing score on the competitive examination to be eligible for seniority credit. Credit  
40 for seniority shall equal one half percent for each full year of service as an officer with the  
41 Bucyrus Police Department as of the date of the competitive examination, not to exceed ten  
42 percent (10%).  
43

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 officers. 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:

<b>Monetary incentive</b>	<b>Required Goal</b>
a) \$250.00 <sup>1</sup>	For those receiving an average score of 50% to 59%
b) \$300.00 <sup>2</sup>	For those receiving an average score of 60% to 69%
c) \$350.00 <sup>3</sup>	For those receiving an average score of 70% to 79%
d) \$500.00 <sup>4</sup>	For those receiving an average score of 80% to 89%
e) \$800.00 <sup>5</sup>	For those receiving an average score of 90% to 100%

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

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

ARTICLE 32  
INSURANCE

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

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

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

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

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

**Section 32.5 Insurance Opt-Out** Employees opting out of health insurance coverage through the City of Bucyrus shall receive \$1,800.00 if they would have taken single coverage or \$3,600.00 if they would have taken family coverage. Employees opting out must show verification of alternative health insurance coverage.

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

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

**ARTICLE 33  
COMPENSATION**

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

**A. Police Officers**

	<b>2023</b>	<b>1-1-24 5%*</b>	<b>1-1-25</b>	<b>1-1-26</b>
--	-------------	-----------------------	---------------	---------------



			<b>2.5%</b>	<b>2.5%</b>
	Hourly			
Police Officer (After 3 Years)	\$27.90	31.50	32.39	33.10
Police Officer (2 Years – 3 Years)		31.35	32.13	32.93
Police Officer (1 year- 2 Years)	\$27.61	31.20	31.98	32.78
Police Officer- Probationary (up to 12 mos.)	\$25.54	29.02	29.75	30.49

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

All newly hired officers shall start in the Probationary step. Laterally transferred officers may, at the discretion of the Chief be placed in the 1 year 2 years step but may not be placed at the top step.

**B: Lieutenants and Captains**

	2023	<b>1-1-24*</b> <b>5%</b>	<b>1-1-25</b> <b>2.5%</b>	<b>1-1-26</b> <b>2.5%</b>
	Hourly			
Lieutenants	\$31.25	35.28	36.16	37.07
Captains	\$35.94	40.57	41.58	42.63

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

**Rank Differential** Notwithstanding the above, rank differentials of twelve percent (12%) between lieutenant and patrol officer and fifteen percent (15%) between captain and lieutenant shall be maintained.

**ARTICLE 34  
LONGEVITY**

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

1  
2 If the City increases the longevity payment in the Manpower Ordinance (either the amount per  
3 month or the formula by which longevity is calculated and/or paid), the parties agree that they  
4 will modify this article of this Agreement through a memorandum of understanding to reflect the  
5 same for the employees covered by this Agreement.  
6

7 **ARTICLE 35**

8 **SHIFT DIFFERENTIAL**

9  
10 Each employee of the Police Department who renders full-time service shall receive a shift  
11 differential of 75¢ per hour for each hour worked during the hours of 3:00 p.m. and 6:59 a.m.  
12

13 **ARTICLE 36**

14 **CALL IN/COURT TIME PAY**

15  
16 Any employee called in to work or subpoenaed to court or administrative tribunal, when he is  
17 otherwise not scheduled shall receive a minimum of two (2) hours compensation for work at the  
18 appropriate rate, or at his option, the equivalent amount of compensatory time. This provision  
19 shall be applicable to the extent that such call-in time does not abut or overlap with the  
20 employee's regular work schedule.  
21

22 **ARTICLE 37**

23 **STAND-BY PAY**

24  
25  
26 When an employee is not on duty, and is notified that he is on standby, that employee will  
27 receive one-half (1/2) his regular hourly pay rate for time he remains on standby, for a minimum  
28 of two (2) hours. Any employee on standby who does not report when called out, or is unable to  
29 be contacted, shall waive any pay hereunder.  
30

31 **ARTICLE 38**

32 **SPECIAL DUTY**

33  
34 **Section 38.1 Working Special Duty** All qualified employees of the Bucyrus Police  
35 Department may be hired by various businesses or organizations of the community to work  
36 special duty during non-regularly scheduled hours with the advanced approval of the Chief of  
37 Police. Payment for the special duty work shall be made by the hiring party at a rate of no less  
38 than:  
39

40 Non-Profit Organizations  
41 \$30.00 per hour

For Profit Organizations  
\$36.00 per hour

42 with a minimum of three (3) hours

43 Should an outside entity need to hire five (5) or more officers for a function, one (1) of  
44 those officers must be a lieutenant or a captain.  
45

46 Any alcohol related function shall require a minimum of two (2) officers and shall require  
47 the payment of one dollar (\$1.00) more per hour in addition to the above rates.

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

- 1
- 2 A. Ohio Certification for Law Enforcement Officers;
- 3 B. Successful completion of new-hire probation period
- 4 C. Current firearms qualifications;
- 5 D. Not currently on medical leave, administrative leave, and/or the subject of
- 6 founded discipline above counseling within the last six (6) months.
- 7

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

13  
14 When a business or organization requests a certain full-time employee for a detail, such requested  
15 assignment will be considered when equalizing work opportunities among bargaining unit  
16 members.

17  
18 Any violation of an equal opportunity to work assignments under this section shall be corrected at  
19 the next work opportunity.

20  
21  
22 **Section 38.4 Application of this Article** The parties agree that any special duty  
23 performed by an employee under this article shall not be considered as overtime. This article  
24 does not apply to other part-time "non-law enforcement-type" employment an employee may  
25 work during off duty hours.

26  
27 This article shall not be subject to the grievance procedure above step 2, unless there are repeated  
28 violations or the equal opportunity to work assignments under this section is not corrected at the next  
29 opportunity as provided herein.

30  
31 The parties agree that this article does not pertain or apply to secondary employment (i.e. second job)  
32 in which members may engage during their off-duty time. This type of employment is addressed in  
33 Departmental policy.

34  
35 **Section 38.5 Use of Auxiliary Officers**

36 The parties agree that the Employer may continue to utilize Auxiliary Officers for special details such  
37 as parades, fairs, special traffic control, scheduled educational events and declared emergencies in  
38 which regular forces are not deemed adequate to fulfill the Employer's mission.

**ARTICLE 39**  
**LEAVE CONVERSION AT SEPARATION FROM EMPLOYMENT**

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

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

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

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

**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 15<sup>th</sup> annually, as set forth below:

Police Officers/Lieutenants/Captains	\$1000.00
--------------------------------------	-----------

**Section 40.2 Newly Appointed Officers**

Newly appointed patrol officers shall be entitled to an additional allowance of One Hundred Dollars (\$100.00).

**Section 40.3 Uniforms**

All sworn employees must have a complete dress uniform. Newly appointed Police Officers must have a complete dress uniform within a reasonable time period upon receiving their first (1<sup>st</sup>) clothing allowance following the completion of their probationary period. 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.

**Section 40.4 Vests**

The City agrees to replace vests in accordance with the manufacturer's specifications. All new employees will receive a vest as part of the uniform however, it will not be taken from the uniform allowance.

If an employee leaves the City of Bucyrus he or she shall be responsible for reimbursing the City for the cost of the vest as follows:

Within the first year of employment	100% of the cost
<u>Within the second year of employment</u>	<u>50% of the cost</u>

**Section 40.5 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.

1 **ARTICLE 41**  
2 **REPLACEMENT OF PERSONAL ITEMS**

3  
4 The City will bear the replacement costs of approved personal items, excluding items covered  
5 by the clothing allowance that are owned by the employee and that are lost or damaged while  
6 on duty, and are not reimbursed by another entity, in an amount not to exceed two hundred  
7 dollars (\$200.00).  
8

9 **ARTICLE 42**  
10 **REIMBURSEMENT FOR BUSINESS TRAVEL**

11  
12 Bargaining unit members who have been previously authorized by the Mayor or Safety Director to  
13 travel on City business outside the City in the employee's personal automobile shall be reimbursed  
14 for such travel at the prevailing Internal Revenue Service amount.  
15

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

19 **ARTICLE 43**  
20 **CONFORMITY TO LAW**

21  
22 **Section 43.1 Subordination** This Agreement shall be subject to and subordinate to any  
23 applicable present and future federal and state laws, and the invalidity of any provisions(s) of this  
24 Agreement by reason of any such existing, or future law shall not affect the validity of the  
25 surviving provisions.  
26

27 **Section 43.2 Supersedes** This Agreement supersedes and replaces all pertinent statutes,  
28 rules and regulations over which it has authority to supersede and replace. Where this  
29 Agreement is silent, the provision of applicable law shall prevail.  
30

31 **Section 43.3 Conformity** This Agreement is meant to conform to and should be  
32 interpreted in conformance with the constitution of the United States, the constitution of the  
33 state of Ohio, and all applicable federal and state laws, including the Family Medical Leave Act.  
34 Should any provision of this Agreement be declared invalid by operation of law or by a tribunal  
35 of competent jurisdiction or be found to be in conflict with state and/or federal law; all other  
36 provisions of this Agreement shall remain in full force and effect.  
37

38 **Section 43.4 Modification of Terms**

39 Upon written request by either party, the parties shall meet at mutually agreeable times in an  
40 attempt to modify the invalidated provisions of this Agreement through good faith negotiations.  
41

42  
43 **ARTICLE 44**  
44 **LEGISLATIVE APPROVAL**

45  
46 It is agreed by and between the parties that any provisions of this Agreement requiring  
47 legislative action to permit its implementation by amendment of law or by providing the  
48 additional funds, therefore, shall not become effective until the appropriate legislative body has  
49 given its approval.  
50

51 **ARTICLE 45**

**TOTAL AGREEMENT**

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

**ARTICLE 46**

**OBLIGATION TO NEGOTIATE**

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

Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive their right, and each agrees that the other shall not be obligated to negotiate collectively 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 matter may not have been within the knowledge or contemplation of either, or both, of the parties at the time they negotiated and signed this Agreement.

Only upon written mutual agreement of the parties, may any portion of this Agreement be reopened during its term.

**ARTICLE 47**

**DURATION**

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

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

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

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ARTICLE 48  
EXECUTION

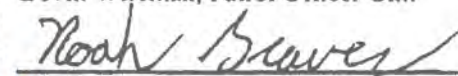
IN WITNESS WEREOF, the parties hereto have caused this Agreement to be duly executed  
this \_\_\_\_\_ day of December, 2023. Unless otherwise specified this Agreement  
is effective date of execution until December 31, 2026.

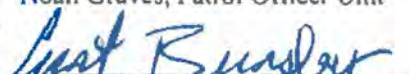
29

For the FOP,  
Ohio Labor Council, Inc.:

  
\_\_\_\_\_  
David Glick, Senior Staff Representative

  
\_\_\_\_\_  
Devin Wireman, Patrol Officer Unit

  
\_\_\_\_\_  
Noah Graves, Patrol Officer Unit


  
\_\_\_\_\_  
Curt Burshy, Supervisor Unit

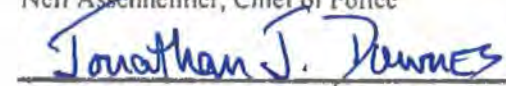
For the City of Bucyrus:

  
\_\_\_\_\_  
Jeff Reser, Mayor

  
\_\_\_\_\_  
Brian Gemert, Law Director

  
\_\_\_\_\_  
Jeffrey K. Wagner, Safety Service Director

  
\_\_\_\_\_  
Neil Assenheimer, Chief of Police

  
\_\_\_\_\_  
Jonathan J. Downes, Esq., Labor Counsel