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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BUCYRUS, OHIO

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #1120

January 1, 2025 through December 31, 2027

SERB Case No.
2024-MED-09-1022

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ARTICLE 1 PREAMBLE

1.01 Parties to Agreement. This Agreement is hereby entered into by and between the City of Bucyrus, hereinafter referred to as the "Employer" and the International Association of Firefighters, Local #1120, Incorporated, hereinafter referred to as the "Union".

ARTICLE 2 PURPOSE AND INTENT

2.01 Relationship. 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 an agreement reached through collective bargaining 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 operation 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

3.01 Recognition. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and all other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the City of Bucyrus Fire Department occupying the position of Firefighter, Lieutenant or Captain, excluding the Fire Chief, Assistant Chief, if there is no Assistant Chief one ranking officer designated by the Safety-Service Director, all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4 GENDER AND HEADINGS

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

4.02 Headings. It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section or affect any interpretation of any article or section.

ARTICLE 5 UNION DUES AND SERVICE FEES

5.01 Union Dues Withheld. The City agrees to withhold the monthly union dues of any union member from the available wages earned by such Union member each month and to transmit the

same to the Union as soon as practicable, but no later than two (2) weeks following the pay in which the dues were withheld, upon presentation of an "AUTHORIZATION FOR PAYROLL DEDUCTION" form (Appendix A) individually and voluntarily completed by such Union member. This authorization shall terminate only after an employee notifies the City and the Union, in writing, to cancel deduction of Union dues from the employee's paycheck. This revocation however, can only be submitted not earlier than seventy-five (75) days nor later than thirty (30) days prior to the expiration of the contract.

5.02 Objections to fees. Any person who objects to paying the service fee because of religious beliefs shall be exempted from paying any service fees or Union dues, as provided in Revised Code Section 4117.09(C).

5.03 Service Fee. The service fee provided for by this Section shall automatically be deducted from each pay of an employee required to pay it.

5.04 Indemnification. The Union agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs, subject to the following provisions:

A. This Agreement does not indemnify against a willful conduct of the City and;

B. The City promptly notifies the Union of any claim made against the City.

For purposes of this Section, the term "City" includes the City of Bucyrus and its various officers and officials, whether elected or appointed.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 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: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or

facilities.

6.02 Additional and Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 7 NO STRIKE

7.01 No Strike. Neither the Union nor any member of the bargaining unit 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.

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

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

7.03 No lock-out. During the term of this Agreement, the City shall not lock-out its employees.

ARTICLE 8 LABOR-MANAGEMENT COMMITTEE

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

8.02 Procedure. For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of the Chief the Safety-Service Director, the Law Director and three (3) bargaining unit members designated by the Union. Committee meetings shall be scheduled at least quarterly upon written notification by the Service Safety Director or the Union at reasonable, mutually convenient times, and shall be closed to the public. By agreement of the Committee, the meetings(s) may be waived. Agenda items may be presented by either side and shall be presented to the Safety-Service Director's office at least one week prior to any scheduled meeting so that an agenda can be distributed to the participants in advance of the meeting.

It is not the intent of the parties that Labor-Management Committee meetings be used to bypass

the normal chain of command, and the Union is expected to attempt to work out matters within the Fire Department before raising them at Labor-Management Committee meetings.

ARTICLE 9 SICK LEAVE

9.01 Use of Sick Leave. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employees; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

9.02 Accrual Rate/Accumulation All employees shall earn sick leave at the rate of seven and a quarter (7.25) (or .090 for each hour worked) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

9.03 Notice for Use of Sick Leave. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of the employee's work shift each day the employee is to be absent, unless physically unable to do so.

9.04 Increments for Use of Sick Leave Sick leave may be used in initial segments of two (2) hours and hourly thereafter.

9.05 Proof of Illness Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head paid by the Employer. In any event, an employee absent for more than three (3) consecutive tours of duty must supply a physician's report to be eligible for paid sick leave, at the sole discretion of the Chief.

9.06 Denial of Sick Leave If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his or her discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

9.07 Discipline for Misuse/Abuse Any misuse, abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

9.08 Return to Work Exam The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of the employee's return to duty, to be examined by a physician designated and paid by the Employer, to establish that the employee is not disabled from the performance of the employee's duties and that the employee's return to duty will not jeopardize the health and safety of other employees.

9.09 Immediate Family When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse,

children, or person residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother and sister, or person in loco parentis.

9.10 Sick Leave Conversion In conformity with the provisions of O.R.C. Section 124.39 any employee hereunder with ten (10) through twenty-four (24) years of service in the employ of the City of Bucyrus who elects to retire shall be entitled to receive in cash at the employee's rate of pay at that time one-fourth (1/4) of the value of the employee's accrued but unused sick leave credit up to a maximum of two hundred forty (180) hours of accrued but unused sick leave.

9.11 Sick Leave Conversion at Retirement Any employee with at least twenty-five (25) years of full-time service to the City of Bucyrus who elects to and retires from active service under a State of Ohio pension fund shall be entitled to receive payment at his rate of pay at that time of his accrued, but unused sick leave credit according to the following formulas:

a. Up to 1398 hours at full value

and

b. All hours in excess of 1398 hours at a ratio of 1 hour of paid time for 2 hours of sick leave

For purposes of this section, purchased pension or military time, not to exceed five (5) years shall be counted toward full time service.

9.12 Payment at Death of Employee. 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.

C. In the event of a Line of Duty Death (LODD), the deceased member shall posthumously be promoted to their next rank up, up to the rank of Captain, unless an Assistant Chief Position and/or its equivalent is created during this contract period.

9.13 FMLA. Employees must submit required FMLA forms, when appropriate, and when designating sick leave as qualified FMLA leave.

9.14 Transfers of Unused Sick Leave. In the event that an employee has exhausted all of their sick leave due to a severe injury or illness, each employee within the Fire Department may transfer up to 400 hours each of unused sick leave to that employee. Such notice shall be given to the payroll clerk in writing.

ARTICLE 10 FUNERAL LEAVE

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

Immediate family, as used in this Article, shall be defined as the employee's spouse, children, step-child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild and grandparent of employee or his/her spouse.

Additional funeral leave to be deducted from sick leave may be allowed if travel time is needed to a funeral for the above-mentioned family when the funeral is outside of the State of Ohio.

Additional time shall be on approval of the Fire Chief, or in the Fire Chief's absence, the officer in charge.

In the event the death of an immediate family member as defined herein occurs on an employee's scheduled workday, he/she shall be released from the balance of the shift, with pay, and such time shall be deducted from sick leave.

ARTICLE 11 PERSONAL LEAVE

11.01 Personal Leave Each full-time employee may be granted not more than one hundred forty-four (144) hours of personal leave each year that will be accrued on a prorated quarterly basis. Such time shall not accrue from year-to-year. Use of such personal leave shall be subject to prior written approval of the Fire Chief or Fire Chief's designee. Personal leave shall be taken in initial segments of not less than two (2) hours and hourly thereafter.

ARTICLE 12 UNION LEAVE

12.01 Union Representation The parties recognize that it may be necessary for an employee representative of the IAFF to leave a normal work assignment while acting in the capacity of representative. The IAFF recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the Chief, or, in the Chief's absence, from either the person designated by the City or the Safety Director and such approval will not be unreasonably withheld. Such time will not be permitted if it will interfere with the operational function of the City. The City will compensate a representative at the normal rate for such time

spent during normal working hours. No more than seventy-two (72) hours in any one calendar year will be permitted to be used by the IAFF president and/or designees calendar year allocated amount may not be carried forward to subsequent years. However, during OAPFF and IAFF convention years, that total amount shall be increased by an additional seventy-two (72) hours.

12.02 Union Business Union leave shall be used exclusively for conventions, workshops and other union sponsored events.

ARTICLE 13 INJURY LEAVE/TRANSITIONAL DUTY

13.01 Duty Injury Leave When a Fire Fighter is physically injured or incurs an occupational illness while actually working for the Employer and is so disabled as to be absent from work because of the physical injury, such officer will continue to receive the employee's regular pay for up to three (3) months without deduction from sick pay, provided, such officer files a claim for Workers' Compensation benefits and assigns any benefits received from that three (3) month period as temporary total disability or temporary partial disability to the City. If the employee's physician determines that the employee cannot return to work at the expiration of the three (3) month period, the employee may use accrued but unused sick leave to supplement workers' compensation payments for an additional three (3) month period. The employee shall remain on the city payroll and assign workers' compensation benefits to the city for this period. If the City disagrees with the employee's physician, the City may, at its expense send the employee to a physician of its choice. If the two physicians disagree the employee may be required to be examined by a physician mutually agreed by both parties. The decision of this physician shall be final.

13.02 Use and/or Restoration of Sick Leave Once an employee has returned to work from the original injury leave once diagnosed as work related; any time used thereafter for purposes of the injury shall be deductible from the employee's accrued sick leave. However, should Workers' Compensation provide coverage for such time, the employee's sick leave will be restored.

13.03 Transitional Duty An employee who is unable due to injuries received while on duty to perform fully the duties of his or her classification because of medical reasons may be returned to work temporarily in a light duty status, with the concurrence of the Fire Chief, when a medical doctor certifies that the employee can be returned to light duty and identifies the appropriate limitations for such duty. Such assignment shall not count toward minimum shift staffing.

13.04 Limits on Transitional Duty Transitional duty employees shall not be called for overtime and will be placed on a 40 hour work schedule. While on transitional duty the employee will be permitted to attend medical appointments related to the injury.

ARTICLE 14 MILITARY LEAVE

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

ARTICLE 15 VACATIONS

15.01 Vacation Leave Accrual All full-time members of the Bucyrus Fire Department who have finished one full year of service with the City of Bucyrus shall be entitled to be paid vacation according to the following schedule:

Over 1 year	-----	5 duty days
Over 3 years	-----	6 duty days
Over 6 years	-----	7 duty days
Over 9 years	-----	8 duty days
Over 12 years	-----	9 duty days
Over 15 years	-----	10 duty days
Over 17 years	-----	11 duty days
Over 19 years	-----	12 duty days
Over 21 years	-----	13 duty days
Over 23 years	-----	14 duty days
Over 25 years	-----	15 duty days
Over 27 years	-----	16 duty days
Over 29 years	-----	17 duty days

15.02 Computation of Vacation Accrual**.** In computing vacation time, an employee's yearly accrual shall follow 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.

15.03 Vacation Preference, Maximum Carryover Vacation preference shall be on a department seniority basis on all leave requests submitted before February 1 of each year. After February 1 all leave (Vacation, Personal leave, and Compensatory time) shall be approved or denied within five (5) calendar days by the Fire Chief or Fire Chief's designee.

An employee may carry over a maximum of one hundred twenty (120) hours of the employee's annual accumulation into the following calendar year.

15.04 Persons Permitted On Leave For the purposes of any leave excluding sick leave, and those scheduled off due to a Kelly Day, normally two (2) persons shall be permitted off on any date. In the event of abnormal operating conditions beyond the control of the City or for the Bratwurst Festival, which shall be staffed with two (2) additional personnel from Thursday at 0700 hours at the start of the festival until Sunday at 0700 hours, which is the conclusion of the Bratwurst Festival this section may be revoked by the Safety-Service Director.

15.05 Conversion at Separation Any employee separated from the service (resignation, death, or retirement) shall be compensated in cash for all unused vacation leave accumulated**,** including the pro-rated amount of vacation accrued to the date of separation at the regular rate of pay at time of separation.

Notwithstanding the above paragraph, not less than fifty percent (50%) of each employee's vacation must be taken off in blocks of not less than one week.

15.06 Scheduling of Vacation Leave and Conflicts An employee may schedule up to three days/tours of vacation one day at a time provided it does not interfere with another employee's scheduled vacation. The balance of each employee's vacation will be scheduled in one-week, forty eight (48) hour increments.

15.07 Yearly Sell-Back of Vacation Leave An employee shall have the option of selling back to the City the employee's accrued vacation on his or her anniversary date if, and only if, the employee has used two-thirds (2/3) of the accrued vacation in the calendar year preceding the employee's anniversary date and has not taken more than two (2) sick days during that calendar year.

15.08 Use of Vacation/Personal Leave Upon Transfer by Chief In the event an employee is transferred by the Fire Chief the employee shall be permitted their vacation, personal time, at the requested time. If an employee requests a transfer the employee shall choose from those dates where openings exist.

ARTICLE 16 HOLIDAYS

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

New Year's Day	Labor Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

16.02 Compensation for Work on Holidays Employees scheduled to work on the actual aforementioned holidays shall receive two (2) times their regular hourly rate, in addition to their regular pay.

16.03 Work Prior to and After Holiday In order to be eligible for the above-paid holidays, the employee must report to work and actually work the employee's last scheduled work day before the holiday, the first scheduled work day 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 receive eight (8) hours holiday pay.

16.04 Employees may receive compensatory time for holiday pay by designating such on their payroll sheets subject to compensatory time bank. Such designation shall be on a strictly voluntary basis.

16.05 Special Holidays: For any event/holiday whereby City offices are closed, proclaimed in writing by the City Manager or City Council, members shall be compensated for that special holiday. This does not include closures due to weather or other natural disasters.

ARTICLE 17 HOURS OF DUTY AND OVERTIME

17.01 Hours of Duty, Kelly Days Employees shall work a normal average work-week of fifty-three (53) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Such hours shall be accomplished by each employee being given the appropriate number of "Kelly days", in accordance with the Fair Labor Standards Act. In the event an employee has received approval to attend school, training or function consisting of five (5) days or more, the employee will be excused from their normal work week. The employee shall be granted off the first duty day before and the first duty day after attending the school, training or function.

17.02 Shift Exchanges Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department. This shift shall be in accordance with departmental rules and regulations, and upon approval of the Fire Chief.

17.03 Fill-In Work An employee called to fill-in work and who reports to work when the employee is otherwise not scheduled shall receive a minimum of two (2) hours compensation for work at the appropriate rate, as set forth herein. This provision shall be applicable to the extent that such fill-in time does not abut, or overlap, the employee's regular work schedule.

17.04 Fill-In Pay When an employee works an additional shift, or portion thereof, such employee shall be compensated at one and one half (1-1/2) times their hourly rate for all hours worked.

17.05 Overtime Earned Employees shall earn overtime for all hours actually worked in excess of a twenty-four (24) hour tour/day or the amount set forth in paragraph .01 above.

Overtime worked will be earned in minimum increments of one-half (1/2) hours, and will be paid at the rate derived by dividing the employee's annual salary by two thousand seven hundred fifty-six (2,756) hours, times 1.5.

17.06 Overtime Worked, Compensatory Time The bargaining unit employee shall, at his or her request when submitting his or her overtime form, receive compensatory time off at the appropriate overtime rate in lieu of overtime pay. Compensatory time shall not exceed 240 hours of accumulation and shall be used in accordance with Article 15, Vacation Leave, of this collective bargaining agreement. At no point shall compensatory time earned be more than niety-six (96) hours per calendar year.

ARTICLE 18 TRANSFERS

18.01 Transfers Transfers of personnel are at the discretion of the City. Notice of shift transfers or station transfers in non-emergency normal work conditions shall be given by posting written notice of such transfer in the fire station at least one (1) calendar week prior to the transfer. A copy of the notice will be given to such transferred employees.

18.02 Process for Transfers Transfers, except those which are voluntary, requested by an

employee, or as a result of a problem or situation identified by the Employer necessitating such, shall normally begin with the least senior man on each shift, by classification.

18.03 Lateral Transfers In an effort to attract highly qualified and experienced candidates for employment with the City of Bucyrus Fire Department, IAFF, Local 1120 and the City of Bucyrus agree to the following with regard to the hiring of "lateral transfers." For purposes of this article a "lateral transfer" shall be defined as a new qualified employee with prior training and experience in the field of firefighting, and/or is currently enrolled in the Ohio Fire & Police (OP&F) pension system.

Pay Scale – A lateral transfer shall be credited with up to a maximum of two (2) years of uninterrupted and continuous completed full-time service for a fire-fighting position held immediately prior to accepting employment with the City of Bucyrus for purposes of placement on the pay scale contained in Article 26 of this agreement. Said credit shall only be for completed full-time years of service and shall not include partial years of prior service.

Incentive Pay – A lateral transfer possessing any certification(s) currently identified in Article 26 of this Agreement shall begin receiving pay for those certification(s) consistent with Article 26 upon commencement of employment.

Vacation Accrual – A lateral transfer shall be credited with all years of uninterrupted and continuous completed full-time service for a fire-fighting position held immediately prior to accepting employment with the City of Bucyrus for purposes of placement on the vacation accrual scale contained in Article 15 of this Agreement. Said credit shall only be for completed full-time years of service and shall not include partial years of prior service. A lateral transfer shall begin accruing vacation leave immediately upon employment, however, will be ineligible to use accrued vacation time until the employee has completed one (1) full year of service with the City of Bucyrus. The max amount of vacation a lateral transfer ca carryover shall be a maximum of one hundred twenty (120) hours as per Article 15 of this Agreement.

ARTICLE 19 OVERTIME CALL-IN PROCEDURE

19.01 Fill-In by City The City may call in employees to fill vacancies as it determines is necessary. If the City determines it needs to call in to fill vacancies during normal working conditions, the following procedure shall apply.

19.02 Distribution of Overtime The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the Fire Department, as set forth below.

Nothing in this Article shall be construed to limit the Employer's authority to offer overtime opportunities to a Captain or a Lieutenant when there is no ranking officer on duty. In the event there is no ranking officer on duty, the Employer may offer overtime to a Captain or Lieutenant by using the procedure set forth in this Agreement.

Nothing set forth in this Article shall be construed to limit the Employer's ability to mandate overtime when necessary.

19.03 Overtime List The Employer shall maintain and attempt to fill its overtime needs from a single overtime list excluding non-bargaining unit members, according to the following criteria. When overtime is available, the employee with the least credited hours shall be contacted by voice or messaging system.

An employee who is offered work and for any reason refuses or fails to work the overtime, shall for the purposes of overtime equalization be credited with the overtime hours as if the employee had worked the hours with a maximum of twenty-four (24) hours per shift. Employees who are unavailable to be contacted by telephone, cellular phone or pager shall be treated similarly.

19.04 Ranking Officer on Overtime Fill-In In the event there is no ranking officer on a shift for which an overtime call-in is made, the most senior qualified employee on such shift shall be entitled to receive out of classification pay, in an amount equal to the hourly rate of the next highest rank.

19.05 Emergency Call-Back and Specialty Overtime Emergency call-back shall not be subject to the overtime equalization list. However, specialty overtime (i.e., inspections, arson investigation, SRT Medic call out etc.) shall be credited only if worked by the employee who is subject to the overtime call.

19.06 Fill-In Notification Notification for fill-in overtime shall commence at 6:00 a.m. immediately preceding such shift. In the event the overtime available is for the same shift during which the call is to be made, such call shall be made within one (1) hour of the receipt of the notice which gives rise to the overtime.

19.07 Contact to Employees The City will contact all employees, including those who are on vacation, K-day**,** or other leave, for purposes of filling vacancies. In the event an overtime opening is created during the work day which abuts a previously filled overtime position, it shall first be offered to the employee that has filled the prior opening. This employee shall be the only employee charged for the hours in the overtime book**.** Employees who are on leave and decline to work or employees who cannot work overtime for medical reasons shall be credited with the work for purposes of equalization of overtime.

19.08 Employees Subject to Fill-In All employees shall be subject fill-in to overtime unless such employee has "opted out" of the fill-in overtime procedure. If an employee decides to "opt out" they must do so within thirty (30) days of the execution of this Agreement. Such employee shall be considered not available for overtime for the duration of this Agreement. Employees may "opt in" only by notifying the Employer, in writing, not less than thirty (30) days prior to the expiration of this Agreement, which shall only take effect on the effective date of the successor collective bargaining agreement.

ARTICLE 20 MINIMUM STAFFING

20.01 In an effort to provide for the safety of the firefighters and the citizens of the City of Bucyrus, there shall be a minimum of five (5) bargaining unit members on shift at all times.

20.02 During any fiscal emergency period, as defined under Ohio Rev. Code 118.01, or upon the auditor of state declaring the City is in fiscal watch, set forth under Ohio Rev. Code118.023, for the period of that fiscal emergency or fiscal watch the City shall not be required to maintain a minimum of five (5) bargaining unit members on shift at all times.

ARTICLE 21 EMERGENCY CALL BACK

21.01 Call-Back for Emergencies When an off duty employee is called back to his/her station in response to a fire or other emergency, such employee shall be compensated at the rate of two (2) times his/her hourly rate of pay for a minimum of two (2) hours.

21.02 Pager The Employer agrees to provide each employee with a pager for purposes of emergency call-back. The Employer shall provide new pager batteries on February 1 and August 1 of each calendar year.

ARTICLE 22 PROBATIONARY PERIOD

22.01 New Hire Probationary Period The probationary period for all newly hired employees shall not exceed one (1) year. The promotional probationary period shall not exceed six (6) months. Newly hired employees shall have no seniority during probationary periods; however, upon completion of the probationary period, seniority shall start from date of hire.

22.02 No Right of Appeal of Probationary Removal The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

22.03 No Right off Appeal of Probationary Reductions Promotional probationary employees who are reduced in rank shall have appeal rights during the probationary period through the Grievance/Arbitration procedure contained in this Agreement or any Civil Service procedure.

22.04 New Employees Newly hired employees shall work at the start of their employment a minimum of two (2) weeks on a 10 hour shift, 5 days each week. The Chief may extend the period up to an additional two (2) weeks.

ARTICLE 23 SENIORITY

23.01 Seniority Defined "Seniority", including the term "department seniority", shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer in the Bucyrus Fire Department. A newly hired probationary full-time employee shall have no seniority until the employee satisfactorily completes the probationary period at which time the seniority will be added to the employee's total uninterrupted length of continuous full-time employment.

23.02 Termination of Seniority An employee's seniority shall be terminated when one or more of the following occur:

a) The employee resigns;
b) The employee is discharged for just cause;
c) The employee is laid-off for a period of time exceeding thirty six (36) months;
d) The employee retires;
e) The employee fails to report to work for more than two (2) working days without having given the Employer advance notice of the employee's pending absence, unless the employee is physically unable to do so as certified by the appropriate authority;
f) The employee becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to the employee;
g) The employee refuses to recall or fails to report to work within seven (7) calendar days from the date the Employer sends the employee a recall notice.

23.03 Layoff Seniority In the event the employee is laid-off for a period of time not exceeding thirty six (36) months, time on layoff will not accrue for seniority and the employee's seniority will continue upon return from layoff.

23.04 Ties in Seniority If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

23.04 Prior Service Credit Eliminated For any employee hired subsequent to January 1, 1991, prior service with any political subdivision of the State of Ohio, including the State of Ohio, shall not be used in determining seniority for any purposes under this Agreement.

23.05 Bucyrus Fire Department Seniority For purposes of this Agreement, any reference to seniority shall be construed to be seniority within the City of Bucyrus Fire Department.

ARTICLE 24 LAY-OFF AND RECALL

24.01 Reduction in Workforce Where, because of economy, consolidation or abolishment of functions, or curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth below.

24.02 Order of Layoffs Employees within the effected ranks shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, part-time, volunteer, seasonal and probationary employees within the affected rank are laid off first in the above respected order.

24.03 Displacement (Bumping) Within Fire Department Employee(s) who are laid off from one rank may displace (bump) another employee(s) with lesser seniority in an equal or lower rated rank within the Department.

24.04 Successive Displacement Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated rank pursuant to the provisions of section 24.03, above.

24.05 Qualifications for Displacement In all cases where one employee is exercising the employee's seniority to displace (bump) another employee, the employee's right to displace (bump) is subject to the conditions that the employee is qualified for the position and able to perform the functions and duties of the position in to which the employee is attempting to displace (bump) at the sole discretion of the Employer.

24.06 Layoff of Employee 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.

24.07 Recall from Layoff Recalls shall be in the inverse order of lay-off and a laid off employee shall retain the employee's right to recall for thirty six (36) months from the date of the employee's lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by 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 the employee's position and forfeits all right to employment with the Employer.

24.08 Notice of Layoff Employees scheduled for lay-off shall be given a minimum of thirty (30) days advance notice of lay-off.

24.09 Appeals of Layoff Appeals of layoffs and/or job abolishments may only be pursued through the Grievance/Arbitration Procedure in this Agreement.

ARTICLE 25 UNIFORM ALLOWANCE AND PROPERTY REPLACEMENT

25.01 Allowance All bargaining unit members who render full-time service shall receive a uniform allowance of One Thousand Dollars and No Cents ($1000.00), retroactive from the date of this signing.

25.02 Payment This uniform allowance shall be paid on or before April 15th of each calendar year for those employed as of April 15th.

25.03 New Employees Newly appointed fire fighters shall be entitled to an additional one hundred twenty-five dollars ($125.00). This initial allowance shall be paid within thirty (30) days of the first day of work.

25.04 Changes in Uniform Requirements In the event that the Employer and the bargaining unit agree to changes in uniform style or requirements any costs associated with such changes shall be paid by the employer within the time agreed by the employer and the bargaining unit.

25.05 Replacement The Employer agrees to provide replacement for personal clothing and/or property damaged or destroyed as a result of a member responding to a "call-in". In order to be entitled to a replacement, the employee must present the damaged or destroyed personal item and receive advanced written authorization to replace the item. Such authorization shall come from the Chief. Should the estimated replacement cost of any item or items damaged from a given response exceed $150.00, advance authorization for replacement must be obtained form the Safety/Service Director.

ARTICLE 26 COMPENSATION

26.01 Pay Scale Bargaining unit members will be paid according to the following bi-weekly schedule established for the term of the contract:

2025 Wage Rates	2025 (1.5% + $2.00 for medic)		
Step	**Hourly**	**Bi-weekly**	**Annual**
0 mos. – 1 year	$20.41	$2,163.78	$56,268.23
0 mos. – 1 year Medic	$22.41	$2,375.78	$61,770.23
1 yr. – 2 yr.	$21.76	$2,306.45	$59,962.80
1 yr. – 2 yr. Medic	$23.76	$2,518.45	$65,479.80
Over 2 years	$22.43	$2,377.79	$61,822.59
Over 2 years Medic	$24.43	$2,589.79	$67,334.59
Lieutenant	$24.68	$2,615.55	$68,004.30
Lieutenant Medic	$26.68	$2,827.55	$73,516.30
Captain	$27.14	$2,877.16	$74,806.11
Captain Medic	$29.14	$3,089.16	$80,318.11

2026 Wage Rates	2026 (5% + $2.00 for medic)		
Step	**Hourly**	**Bi-weekly**	**Annual**
0 mos. – 1 year	$21.43	$2,272.00	$59,072.10
0 mos. – 1 year Medic	$23.43	$2,484.00	$64,585.10
1 yr. – 2 yr.	$22.85	$2,421.78	$62,966.33
1 yr. – 2 yr. Medic	$24.85	$2,633.78	$68,478.33
Over 2 years	$23.55	$2,496.72	$64,914.82
Over 2 years Medic	$25.55	$2,708.72	$70,426.82
Lieutenant	$25.91	$2,746.35	$71,405.20
Lieutenant Medic	$27.91	$2,958.35	$76,917.20
Captain	$28.50	$3,021.00	$78,546.00
Captain Medic	$30.50	$3,233.00	$84,058.00

2027 Wage Rates	2027 (Reopener + $2.00 for medic)		
Step	**Hourly**	**Bi-weekly**	**Annual**
0 mos. – 1 year			
0 mos. – 1 year Medic			
1 yr. – 2 yr.			
1 yr. – 2 yr. Medic			
Over 2 years			
Over 2 years Medic			
Lieutenant			
Lieutenant Medic			
Captain			
Captain Medic			

26.02 Longevity Longevity pay shall be paid as follows: Each full-time bargaining unit member shall be entitled to fifteen dollars ($15.00) per month for each three-year period of consecutive employment in the Fire Department, for a total of ten (10) periods of thirty (30) years, with a maximum longevity pay being one hundred fifty dollars (150.00) per month upon the completion of thirty (30) years' service in the Fire Department.

26.03 Certification Pay Certification pay shall be eliminated and rolled into the base wage as set forth in section 26.01 above. Paramedic pay of $2.00 per hour is rolled into the base wage as set forth in section 26.01 above.

26.04 Travel Reimbursement Bargaining unit members who have been previously authorized by the Mayor or Safety Director to travel on City business outside the City in the employee's personal automobile shall be reimbursed for such travel at the rate then in effect as established by the Internal Revenue Service as the applicable reimbursement rate for such expenditure.

26.05 Meal Reimbursement Bargaining unit members who have been previously authorized by the Mayor, Safety Director, and/or the Fire Chief to travel on City business outside the City shall receive a food allowance. The employee shall provide receipts to document expenditures. Employees are entitled to meal reimbursement up to $45.00 per day.

26.06 Jury Duty Any bargaining unit member who is required to serve on a jury shall continue to receive the employee's regular salary during such period, provided that the employee submits his or her compensation for jury duty service to the City.

26.07 Court Appearance Any bargaining unit member required to appear on behalf of the City before a court, judge or coroner shall not lose any pay as a result of such appearance.

If the appearance is during the employee's off-duty time, the employee shall be paid for time required to be present on behalf of the City at one and one-half (1-1/2) times the employee's hourly rate. Any witness fees received must be turned over to the City.

26.08 Training Pay Bargaining unit members shall be paid one and one-half (1-1/2) times the member's hourly rate for authorized attendance at state required fire, EMT, haz-mat or medical training or training fires on off-duty time.

26.09 Paramedic School Provision Paramedic School Bargaining Unit members shall not be paid on an hourly basis for attending paramedic school. Upon approval by the Fire Chief, and agreement to reimburse the bargaining unit members' tuition at a paramedic school may be reached. Reimbursement pursuant to such an agreement shall be made after the Bargaining Unit member provides proof of successful completion of a paramedic school.

ARTICLE 27 INSURANCE

27.01 Premium Contributions. During the term of this contract the Employer shall pay eighty-five (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 on a biweekly basis.

27.02 Change of Carriers. The Employer shall have the right to change insurance carriers or coverage, as necessary, so 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.

27.03 Health Insurance Committee. 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.

27.04 Insurance Opt-Out Employees opting out of health insurance coverage through the City of Bucyrus shall receive $3,000 for single or $6,000 for family for that given year, beginning in 2026. The lump sum will be paid in one half in June and December provided the employee served the full 6 months prior to payment. Employees opting out must show verification of alternative health insurance coverage. 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 opt-out provision shall not apply to those changes where both spouses are employed by the City of Bucyrus.

27.05 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 or dual coverage plan.

27.06 Life Insurance. The City will provide each employee term life insurance coverage in the amount of $25,000

ARTICLE 28 PERSONAL SERVICE RECORD

28.01 Review of Personnel File An employee shall be permitted to review the employee's personal service records and may receive a copy of any item in the employee's file, with reasonable notice to the Department Head. Upon the written request of the fire fighter, his or her personal service record is to be cleared of any offenses in accordance with the following schedule, provided there is no intervening discipline of a similar nature:

A. Any reprimand shall be sealed after one (1) year from the date of the reprimand.
B. Any suspensions of less than thirty (30) days shall be sealed after a period of three (3) years.
C. Any suspension of thirty (30) days or more shall be sealed after seven (7) years.

28.02 Removed Documents Any notations of verbal discipline, written discipline, and/or counseling will be placed in a sealed file with access granted to the City's Law director and/or the current serving Mayor after a period of one (1) year, and any discipline resulting in a suspension shall be placed in a sealed file with access granted to the City's Law director and/or the current serving Mayor after a period of two (2) years

28.03 Valid Driver's License Every employee shall be required to provide proof of a valid State of Ohio driver's license, annually, on or before January 31st of each year. A copy of the employee's license will be maintained in the employee personnel file. Each employee is required to notify the Fire Chief immediately upon any suspension, temporary or permanent, of the employee's Driver's License.

ARTICLE 29 PHYSICAL FITNESS

29.01 Physical Fitness Training Time Two (2) hours, each duty day shall normally be set aside for fire fighters to work on physical fitness training, subject to any scheduling consideration, regular duties, or calls.

29.02 Workout Clothing Employees shall be permitted to wear approved sweat pants or shorts while participating in physical fitness activities.

ARTICLE 30 HEALTH AND SAFETY

30.01 Safe Environment The City agrees to take reasonable steps necessary to furnish and to maintain in adequate working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position.

30.02 Haz-Mat Training The City will provide haz-mat training as required by state law.

30.03 Safety Committee. There shall be established a health and safety committee under the auspices of the Labor-Management Committee. The health and safety committee shall be comprised of the Mayor, the Safety/Service Director, the Fire Chief, and three (3) bargaining unit members named by the Union. Any Safety and Health related issues must first be presented to the Fire Chief for the Fire Chief's consideration.

In the event the Union wishes to address health and safety issues, it shall notify the City in writing, and the parties shall mutually convene a meeting of the health and safety committee. The items in question shall be discussed by the full committee and upon resolution of such, the committee shall draft its recommendations in writing, and such recommendations shall be submitted to the safety committee of Bucyrus City Council.

30.04 The City and Bargaining Unit agree to refer a drug and alcohol policy to the Labor-Management Committee for review and approval.

30.05 All bargaining unit members hired after December 31, 2014 must reside within a 20 mile radius from the center of the City of Bucyrus Square.

30.06 At any time a heat advisory is issued, and the Wind Chill is negative 15 degrees Fahrenheit, two (2) additional personnel shall be called in. At any time a level 3 snow emergency is declared, an additional two (2) personnel shall be called in. These personnel shall be maintained until the Level 3 snow emergency is downgraded to a Level 2.

ARTICLE 31 DISCIPLINE

31.01 Discipline-Notice of Reasons A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

31.02 Cause for Discipline Disciplinary action taken by the Employer shall only be for just cause.

31.03 Appeals of Discipline Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.

ARTICLE 32 DISCIPLINARY PROCEDURE

32.01 Application of Procedure This procedure shall apply to all non-probationary employees covered by this Agreement.

32.02 Employee Rights All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that the meeting is being recorded and is thereafter supplied a copy of the recording, at least five (5) working days prior to the date of arbitration. The cost of a transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect the employee's hours, wages, or working conditions as a result of the exercise of the employee's rights under this procedure.

32.03 Employee Resignation An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

32.04 Cause and Notice of Discipline Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

32.05 Service of Discipline Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the union and employee personally or by registered or certified mail, return receipt requested.

32.06 Pre-Disciplinary Conference Discipline shall not be implemented until after a pre-disciplinary conference.

32.07 Content of Notice of Discipline The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union representative at every step of the proceeding;

32.08 Procedures for Disciplinary Action The following administrative procedures shall apply to disciplinary actions:

A. Informal Step. The appointing authority and the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. Notice of Discipline. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union.

If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Appeal of Discipline. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.

32.09 Waiver of Appeal A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

32.10 Resolution of Discipline A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on the employee's behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

32.11 Administrative Suspension An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. Disciplinary action may be imposed subsequent to the pre-disciplinary conference.

32.12 Exclusive Appeal to Grievance and Arbitration The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission. The exclusive appeal shall be the grievance and arbitration procedure contained in this Agreement.

ARTICLE 33 GRIEVANCE PROCEDURE

33.01 Intent Every employee shall have the right to present the employee's grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a representative of the bargaining unit at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

33.02 Definitions For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and

express written provisions of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only any employee within the bargaining unit actually filing a grievance.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Days - A "day" as used in this grievance procedure and the arbitration procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

33.03 Probationary Employees Newly hired probationary employees may not appeal disciplinary action or probationary removals taken against them during their probationary period through the grievance procedure. Promotional probationary employees may not appeal a demotion during such period through the grievance procedure.

33.04 Procedure The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1, all grievances shall include:
1. the name and position of the aggrieved party;
2. the identity of the provisions of this Agreement involved in the grievance;
3. the time and place where the alleged events or conditions constituting the grievance took place;
4. the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and
5. a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Decisions in Writing. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.

c) Filing of Group Grievances. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

d) Preparation of Grievances and Investigations. The preparation and investigation of grievances shall be conducted during non-working hours.

e) Informal Discussion/Informal Adjustment, No Precedent. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party

and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

f) Right for Union to be Present at Grievance Steps. The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the employee.

g) Sole and Exclusive Remedy. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

h) Time Limits. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

i) No Alteration of Contract. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

33.05 Grievance Steps All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: Immediate Supervisor An employee who believes he or she may have a grievance shall notify the employee's immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will hold an informal meeting with the employee and the employee's steward, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: Department Head If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's Department Head within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor's fails to give the employee an answer.

Step 3: Safety Director If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Service\Safety Director within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Service Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and the employee's representative, if the employee requests one. The Service Director shall issue a written decision to the Union and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of hearing.

Step 4: Mayor If the aggrieved party or the union is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written

decisions shall be submitted with the appeal. The Mayor or the Mayor's designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the aggrieved party's representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or Mayor's designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 34 ARBITRATION PROCEDURE

34.01 Conducting the Arbitration In the event a grievance is unresolved after being processed through all of the steps of the Grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached then the parties shall request a list of arbitrators from the FMCS. A flip of a coin shall determine which party strikes first. The name remaining on the list shall be the arbitrator. Each party may reject the list one time.

34.02 Authority of Arbitrator The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

34.03 Single Grievance The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

34.04 Arbitration Rules The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

34.05 Arbitrator Fees The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. However, upon application of either party, the arbitrator may determine that a proportioned distribution of fees and expenses is appropriate. Neither party shall be responsible for any of the expenses incurred by the other party.

34.06 Delivery of Arbitration Decision The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

34.07 Pre-Arbitration Meeting Either party may request, in writing, a pre-arbitration hearing at least fourteen (14) days prior to the scheduled date of an arbitration hearing. Either party may make a written request of the other party at least fourteen (14) days in advance of an arbitration hearing of a list of documents to be used in the arbitration hearing and a list of witnesses and their expected testimony for the arbitration hearing.

34.08 Indemnification of City The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of the member's rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 35 TOTAL AGREEMENT

35.01 Entire Agreement This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express 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, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

35.02 Severability It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 36 OBLIGATION TO NEGOTIATE

36.01 Bargaining The Employer and the Union acknowledge that during negotiations which 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 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

36.02 Waiver Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the 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 matters 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.

36.03 Mutual Agreement to Amend Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 37 CONFORMITY TO LAW

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

37.02 Survival of Remaining Provisions If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one

not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

37.03 Meet to Amend In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE 38 DURATION

38.01 Duration This Agreement shall become effective January 1, 2025 (unless otherwise specifically provided, for those individuals employed in the bargaining unit as of the date of the signing of the contract) and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2027.

38.02 Successors This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

38.03 Execution IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 21st day of May, 2025.

FOR THE UNION: I.A.F.F. LOCAL 1120	FOR THE EMPLOYER: CITY OF BUCYRUS, OHIO
Jeremy Gillam, President	Bruce D. Truka, Mayor
Kevin Phillips, Vice President	Brandon M. Gobrecht, Law Director
	Tommy Starner, Safety-Service

38.03 Execution IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 21st day of May, 2025.

FOR THE UNION:
I.A.F.F. LOCAL 1120

Jeremy Gillum, President

Kevin Phillips, Vice President

FOR THE EMPLOYER:
CITY OF BUCYRUS, OHIO

Bruce D. Truka, Mayor

Brandon M. Gobrecht, Law Director

Tommy Starner, Safety-Service

APPENDIX "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

NAME_____ DEPARTMENT_____

CLASSIFICATION_____ DIVISION_____

TO: CITY OF BUCYRUS

I hereby authorize the City of Bucyrus, Ohio to deduct the sum of $_____ from my wages each month for dues in IAFF Local #1120, effective _____.

It is my understanding that this authorization can only be revoked, by submission in writing to the City and the Union, no earlier than seventy-five (75) days nor later than thirty (30) days prior to the expiration of the contract.

I also hereby authorize the City of Bucyrus, Ohio to accept and honor the written requests of IAFF Local #1120 signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

DATE_____ EMPLOYEE_____

WITNESS_____ SIGNATURE_____

EMPLOYEE RIGHTS IN DISCIPLINARY PROCEDURE

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a grievance within 5 working days of receipt of the proposed discipline with the Mayor, Step 4. The grievance and arbitration procedure are the exclusive means for appeal of discipline.

3. If you file your objections, the Mayor will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have union representation at this meeting.

4. The Mayor will report his/her decision within 5 working days following the close of the hearing.

5. You will have 10 working days after receipt of the Mayor's decision in which to appeal the Mayor's decision pursuant to Arbitration .

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the recording within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

8. The procedure and steps in the Agreement prevail over any conflict with this or other notices of discipline, procedures, or forms contained in this Appendix.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

_____

APPOINTING AUTHORITY

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

_____I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE.

_____I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature:_____ Date:_____

Approved: Date:_____

Appointing Authority Signature:_____

STEP 2 SUMMARY

To the Employee and Appointing Authority

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his/her representative, if any.

****

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed

Effective (Date):

_____ _____
Employee Signature Date

_____ _____
Appointing Authority Signature Date

****

DISCIPLINARY MATTER NOT SETTLED:

I hereby request a formal grievance be filed at Step ___ of the Grievance Procedure.

_____ _____
Employee Signature Date

BINDING CONTRACT FOR REIMBURSEMENT OF HIRING AND TRAINING EXPENSES

WHEREAS, the Applicant identified below acknowledges that the City of Bucyrus will incur substantial expenses in the process of training the undersigned to be a Firefighter-EMT and Firefighter-Paramedic; and,

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the City of Bucyrus Fire Department after the completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two (2) years following the completion of all required training.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

1. Reimbursement Obligation. I, _____hereinafter "the Applicant" in consideration of the agreement by the City of Bucyrus, hereinafter "the City," to provide me with the formal Firefighter-EMT and Paramedic training through_____ to be followed upon successful completion thereof by a period of up to three hundred (300) hours of field training under supervision of experienced City of Bucyrus Firefighters/Paramedics, do hereby agree that in the event my employment with the Department ceases due to any cause other than" termination" as defined below, within twenty-four (24) months from commencement of full-time service as a Firefighter/Paramedic subsequent to completion of the period of field training, I will reimburse the City for all expenses incurred in connection with my hiring and training.

2. Definition of Termination. "Termination" as used in this Agreement shall mean any discontinuance of the Applicant's employment initiated by the City of Bucyrus.

3. Calculation of Reimbursement Obligation. The reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with the hiring and training the Applicant, and shall include all costs as outlined below.

a. Hiring cost includes the background investigation, physical, psychological, and drug tests. $_____

b. Cost of reimbursement of mileage and or meal allowance directly related to training. $_____

c. Cost of Fire Academy training, including tuition, training materials, dorm, and wages while attending. $_____

d. Expenses of EMT/Paramedic training, including tuition, training materials, prerequisites, and wages while attending. $_____

TOTAL COST $_____

It is understood that the amounts itemized above are estimates only. I understand that my actual reimbursement obligation will be calculated based on actual costs of schooling, training, wages, and associated costs, directly related to my training.

4. Credit for Continuous Employment. Credit for service rendered will be given against the reimbursement obligation for each phase of training (i.e., field training, Fire School training, EMT training, Paramedic training) at the rate of one-twenty-fourth (1/24) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to completion of each phase of training. Any absence from work due to illness, non-duty related injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given.

5. Terms of Repayment. Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment in monthly installments of not less than one twenty-fourth (1/24) of the reimbursement obligation for each phase of training, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that in the event City incurs any legal fees, court expenses, or attorney fees, or other costs of collection in effort to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay all such expenses in addition to the portion of the reimbursement obligation then due. Dated this____ day of_____ , 20___

WITNESSES:

_____ _____
Applicant

_____ _____
Safety Service Director

STATE OF OHIO

COUNTY OF CRAWFORD

On this day personally appeared before me,_____ to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ , day of _____ , 20__.

_____
Notary Public