

## MEMORANDUM OF UNDERSTANDING

**The parties agree** that the Memorandum of Understanding previously entered into between the parties on or about January, 2008 concerning the creation of a canine unit and as that MOU appears below as fully re-written, shall remain in full force and effect during the contract term of January 1, 2011 through December 31, 2013.

This Memorandum of Understanding (MOU) is entered into between the Fraternal Order of Police, Ohio Labor Council, Inc., (the Union) and the City of Bucyrus (the Employer) for purposes of addressing the issue of a canine unit in the Bucyrus Police Department by adding a new section in Article 28 Hours of Work and Overtime of the Collective Bargaining Agreement covering the term January 1, 2011 through December 31, 2013.

The parties agree:

1. that the Contract referenced above is incorporated into this Memorandum of Understanding as if fully rewritten;
2. that all articles and sections of the Contract not specifically modified and amended by this M. O. U. as stated below, including all other sections of Article 28, shall continue in full force and effect until the expiration of the Agreement and until a successor agreement has been negotiated between the parties; and
3. that a new section, Section 28.5 Canine Unit will be added to the Contract;
4. that the Agreement is hereby amended and modified as follows:

### **Section 28.5 Canine Unit**

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

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

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

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

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

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

The Canine Handler shall be paid an additional ten cents (10¢) per hour for all hours worked as compensation for work done with the canine on off duty time for things such as but not limited to feeding, grooming, cleaning and other general care and maintenance of the canine. Said amount shall be paid semi-annually on June 30 and December 31 of each calendar year. Time to and from the Canine Handler's regular assignment does not constitute any part of his/her shift.

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

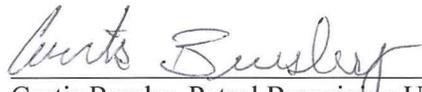
Due to the nature of this assignment, the Canine Handler agrees to be "on-call" with the understanding that his/her services may be requested at any time during the day or night. Should the Canine Handler be unavailable to respond to a request for service during his/her normal time off, he/she will not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

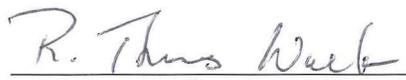
Six (6) months after the canine program begins, the Chief and the City will evaluate the program to assure that it is fiscally sound.

Date 4-16-12

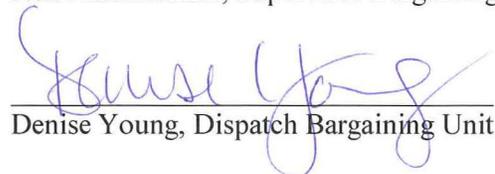
**For the FOP, Ohio Labor Council:**

  
Andrea H. Johan, Staff Representative

  
Curtis Bursby, Patrol Bargaining Unit

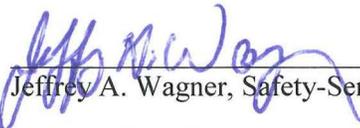
  
R. Thomas Walker, Patrol Bargaining Unit

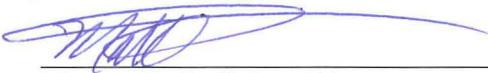
  
Neil Assenheimer, Supervisor Bargaining Unit

  
Denise Young, Dispatch Bargaining Unit

**For the City:**

  
Roger A. Moore, Mayor

  
Jeffrey A. Wagner, Safety-Service Director

  
Mathew E. Crall, Law Director

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 10-MED-08-0937
EMPLOYEE ORGANIZATION,	}	10-MED-08-0938
	}	10-MED-08-0939
and,	}	
	}	
CITY OF BUCYRUS,	}	
EMPLOYER.	}	
	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P., Ohio Labor Council, Inc. hereby files a copy of the addendum to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



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614-224-5700

cc: Mr. Matt Crall  
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