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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BUCYRUS, OHIO

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #1120

January 1, 2015 through December 31, 2017

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ARTICLE 1
PREAMBLE

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

5.04 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 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 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 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 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 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 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 ~~Mayor~~ **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 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 All employees shall earn sick leave at the rate of seven and five-tenths (7.5) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

9.03 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 his work shift each day he is to be absent, unless physically unable to do so.

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

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

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

9.09 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 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 his rate of pay at that time one-fourth (1/4) of the value of his accrued but unused sick leave credit up to a maximum of two hundred forty (240) hours of accrued but unused sick leave.

Any employee with at least twenty-five (25) years of full-time service to the City of Bucyrus who elects to retire from active service shall be entitled to receive cash at his rate of pay at that time, the full value of his accrued but unused sick leave credit up to 1,835 hours.

Any hours in excess of the above caps may be converted at the time of retirement at the ratio of three (3) hours of sick leave for one (1) hour of paid time to be paid at retirement.

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

9.11 Employees hired prior to January 1, 2015, and with more than 1,835 hours of accumulated sick leave may elect to receive a cash payment for unused sick hours, at the rate of 4 hours of unused sick leave for one hour of paid time. The maximum number of hours that may be sold back in any one year is 400, providing for a cash payment maximum of 100 hours. Such payment shall be made at the employee's request, on the employee's anniversary date, at the employee's regular rate of pay on the day prior to their anniversary date.

9.12 For any employee hired after December 31, 2014:
Any employee with at least twenty-five (25) years of full-time service to the City of Bucyrus who elects to retire from active service shall be entitled to receive cash at his rate of pay at that time, the full value of his accrued but unused sick leave credit up to 960 hours.
Employees who have accrued 960 hours of sick leave, may on their anniversary date, sell back to the City of Bucyrus any unused sick time, in excess of 960 hours at a ratio of four (4) hours of sick leave for one (1) hour of paid time, provided the employee has used less than 25% of their available sick time during the preceding year. The maximum number of hours that may be sold

back in any one year is 400, providing for a cash payment maximum of 100 hours. Such payment shall be made at the employee's regular rate of pay on the day prior to their anniversary date.

9.13 Employees separating from service with more than 25 years of service, shall have the option to defer payment of cash compensation pursuant to this article. The election to defer compensation may be for one (1), two (2) or three (3) years from the date of. If the separating employee chooses to defer payment of cash compensation pursuant to this section, he shall notify the City of such decision no later than thirty (30) days prior to his final day on the City's payroll.

Payment by the City of deferred cash compensation under this section shall be made on the anniversary of the employee's separation.

9.14 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.

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

9.16 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.

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

ARTICLE 10
FUNERAL LEAVE

10.01 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 his 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 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 his 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 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 his 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 his designees calendar year allocated amount may not be carried forward to subsequent years.

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

ARTICLE 13

INJURY LEAVE/TRANSITIONAL DUTY

13.01 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 his 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 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 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 employee shall be assigned to work on his or her regular work schedule unless otherwise mutually agreed by the City and the Union. Such assignment shall not count toward minimum shift staffing.

13.04 Transitional duty employees shall not be called for overtime and will be placed on a a 40 hour work schedule.

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 All full-time members of the Bucyrus Fire Department who have finished one full year of service 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 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, Compensatory time) shall be approved or denied within five (5) calendar days by the Fire Chief or his designee.

An employee may carry over a maximum of one-half (1/2) of his annual accumulation into the following calendar year.

15.03 For the purposes of any leave excluding sick leave, normally two (2) persons shall be permitted off on any date. In the event of abnormal operating conditions beyond the control of the City, this section may be revoked by the Safety-Service Director.

15.04 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.

15.05 An employee may schedule up to three days 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 increments.

15.06 An employee shall have the option of selling back to the City his accrued vacation on his anniversary date if, and only if, he has used two-thirds (2/3) of the accrued vacation in the calendar year preceding his anniversary date and has not taken more than two (2) sick days during that calendar year.

15.07 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 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 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 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his 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. Such designation shall be on a strictly voluntary basis.

ARTICLE 17
HOURS OF DUTY

17.01 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 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 An employee called into work and who reports to work when he 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 call-in time does not abut, or overlap, the employee's regular work schedule.

Employees shall earn overtime for all hours actually worked in excess of twenty-four (24) hours per day or the amount set forth in paragraph .01, above.

Overtime 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.

ARTICLE 18
TRANSFERS

18.01 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 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.

ARTICLE 19
OVERTIME CALL-IN PROCEDURE

19.01 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 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 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 telephone. If the call is placed after 7:00 a.m. and no contact is made by telephone or cellular phone, the employee shall be contacted by pager. 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 he 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 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 overtime shall not be subject to the overtime equalization list. However, specialty overtime (i.e., inspections, arson investigation, etc.) shall be credited only if worked by the employee who is subject to the overtime call.

19.06 Notification for a full shift of 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 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 All employees shall be subject to overtime call unless such employee has "opted out" of the overtime call-in procedure. If an employee decides to "opt out" he 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
FILL IN OVERTIME

20.01 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.

20.02 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 480 hours of accumulation and shall be used in accordance with Article 15 of the collective bargaining agreement.

ARTICLE 21
EMERGENCY CALL BACK

21.01 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 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 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 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 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.

ARTICLE 23
SENIORITY

23.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

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

a) He resigns;
b) He is discharged for just cause;
c) He is laid-off for a period of time exceeding thirty six (36) months;
d) He retires;
e) He fails to report to work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
f) He 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 him;
g) He 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 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 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 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 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 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 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 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 In all cases where one 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 able to perform the functions and duties of the position in to which he is attempting to displace (bump) at the sole discretion of the Employer.

24.06 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 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for thirty six (36) months from the date of his 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 his position and forfeits all right to employment with the Employer.

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

24.09 Appeals of layoffs and/or job abolishments may only be pursued through either the Grievance/Arbitration Procedure in this Agreement or to the Civil Service Commission.

ARTICLE 25
UNIFORM ALLOWANCE AND PROPERTY REPLACEMENT

25.01 All bargaining unit members who render full-time service shall receive a uniform allowance of seven hundred fifty ($750) dollars in 2015, eight hundred fifty dollars ($850) in 2016, and eight hundred fifty ($850) in 2017.

25.02 This uniform allowance shall be paid on or before June 15th of each calendar year.

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

	2015	**2016**	**2017**
0-6 months	$1359.63	$1,386.82	$1,428.42
6 mos. – 1 year	$1,529.88	$1,560.48	$1,607.29
1 yr. – 2 yr.	$1632.87	$1,665.52	$1,715.49
Over 2 years	$1,692.72	$1,726.58	$1,778.37
Lieutenant	$1,880.53	$1,918.14	$1,975.69
Captain	$2,068.34	$2,109.70	$2,172.99

26.02 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. Should the City increase the longevity for City employees, those increases will also accrue to the benefit of the bargaining unit members.

26.03 Fire personnel who have earned the specialized certificates listed below will receive additional compensation as set forth in Section 26.04:

1. Arson Investigation

2. Fire Safety Inspector

3. Property Maintenance Code Enforcement Officer

4. Emergency Medical Technician

5. Hazardous Material Technician

6. Water Rescue

7. Confine Space/Trench Rescue

8. Scuba Diver

26.04 Payments shall be limited to two certificates. Employees with one certificate shall receive an additional payment of $.80 per hour. Employees with two certificates shall receive an additional $.40 per hour, for a total of $1.20 per hour certification pay.

Payments defined in this section shall become effective on the first pay period immediately following certification.

26.05 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.

26.06 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 $35.00 per day.

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

26.08 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 his hourly rate. Any witness fees received must be turned over to the City.

26.09 Bargaining unit members shall be paid one and one-half (1-1/2) times his/her hourly rate for authorized attendance at state required fire, EMT, haz-mat or medical training or training fires on off-duty time.

ARTICLE 27
INSURANCE

27.01 During the term of this contract 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.

IN THE EVENT THAT THE EMPLOYER PROVIDES EMPLOYEES AN INSURANCE PLAN WITH AN HRA FUNDING FEATURE, EMPLOYEES SHALL BE RESPONSIBLE FOR AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE APPROPRIATE DEDUCTIBLE. DEDUCTIBLES BEING $2,000 FOR INDIVIDUAL AND $4,000 FOR FAMILY COVERAGE.

IN THE EVENT THAT THE EMPLOYER PROVIDES EMPLOYEES AN INSURANCE PLAN WITH AN HSA FUNDING FEATURE, EMPLOYEES SHALL BE RESPONSIBLE FOR AN AMOUNT EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE APPROPRIATE DEDUCTIBLE. DEDUCTIBLES BEING $2,000 FOR INDIVIDUAL AND $4,000 FOR FAMILY COVERAGE.

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.

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.

27.02 INSURANCE OPT-OUT

Employees opting out of health insurance coverage through the City of Bucyrus shall receive an amount equivalent to what the City would have contributed to the Employee's HSA for that

given year. Employees opting out must show verification of alternative health insurance coverage.

27.03 ANY AND ALL TRANSACTIONS FOR DEDUCTIONS AND PAYMENTS FOR HEALTH INSURANCE SHALL BE DONE ON A PER PAY PERIOD BASIS AS OPPOSED TO THE CURRENT MONTHLY BASIS.

ARTICLE 28
PERSONAL SERVICE RECORD

28.01 An employee shall be permitted to review his personal service records and may receive a copy of any item in his file, with reasonable notice to the Department Head. Upon the written request of the fire fighter, his 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 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 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 his Driver's License.

ARTICLE 29
PHYSICAL FITNESS

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

ARTICLE 30

HEALTH AND SAFETY

30.01 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 The City will provide haz-mat training as required by state law.

30.03 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 his 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 the geographic boundaries of Crawford County, Ohio.

ARTICLE 31
DISCIPLINE

31.01 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 Disciplinary action taken by the Employer shall only be for just cause.

31.03 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 This procedure shall apply to all non-probationary employees covered by this Agreement.

32.02 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 a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the 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 his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

32.03 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 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 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 Discipline shall not be implemented until after a pre-disciplinary conference.

32.07 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 The following administrative procedures shall apply to disciplinary actions:

A. 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. 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. 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 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 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 his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

32.11 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 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.

ARTICLE 33
GRIEVANCE PROCEDURE

33.01 Every employee shall have the right to present his 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 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 procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

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

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

b) 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) 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) The preparation of grievances shall be conducted during non-working hours.

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

h) 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) 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.

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

Step 1: An employee who believes he may have a grievance shall notify his 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 his 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: 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: 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 his representative, if he 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: 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 his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his 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 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 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 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 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

34.05 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 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.

34.08 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.

34.09 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 his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 35
TOTAL AGREEMENT

35.01 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 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 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 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 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 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 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 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 This Agreement shall become effective upon the execution of this Agreement and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2017

38.02 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 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 30 day of December, 2014.

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

Chris Schaeffer

FOR THE EMPLOYER:
CITY OF BUCYRUS, OHIO

Jeff Reser, Mayor

Rob Ratliff, Law Director

EMPLOYEE RIGHTS

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 disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.

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

4. The Appointing Authority 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 Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record 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.

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_____

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

Blank

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Employer (City of Bucyrus) and the Union (International Association of Fire Fighters, Local #1120) for the purpose of modifying Article 27 Insurance in the Collective Bargaining Agreement covering the period of January 1, 2015 through December 31, 2017.

The parties agree that Article 27 shall be amended to read as follows:

ARTICLE 27
INSURANCE

27.01 During the term of this contract 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.

IN THE EVENT THAT THE EMPLOYER PROVIDES EMPLOYEES AN INSURANCE PLAN WITH AN HRA FUNDING FEATURE, EMPLOYEES SHALL BE RESPONSIBLE FOR AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE APPROPRIATE DEDUCTIBLE. DEDUCTIBLES BEING $2,000 FOR INDIVIDUAL AND $4,000 FOR FAMILY COVERAGE.

IN THE EVENT THAT THE EMPLOYER PROVIDES EMPLOYEES AN INSURANCE PLAN WITH AN HSA FUNDING FEATURE, EMPLOYEES SHALL BE RESPONSIBLE FOR AN AMOUNT EQUAL TO **TEN PERCENT (10%)** ~~TWENTY-FIVE PERCENT (25%)~~ OF THE APPROPRIATE DEDUCTIBLE. DEDUCTIBLES BEING $2,000 FOR INDIVIDUAL AND $4,000 FOR FAMILY COVERAGE.

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.

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.

27.02 INSURANCE OPT-OUT

Employees opting out of health insurance coverage through the City of Bucyrus shall receive an amount equivalent to what the City would have contributed to the Employee's HSA for that given year. Employees opting out must show verification of alternative health insurance coverage.

27.03 ANY AND ALL TRANSACTIONS FOR DEDUCTIONS AND PAYMENTS FOR HEALTH INSURANCE SHALL BE DONE ON A PER PAY PERIOD BASIS AS OPPOSED TO THE CURRENT MONTHLY BASIS.

Agreed Date: January 7, 2015

FOR IAFF LOCAL #1120:

FOR THE CITY OF BUCYRUS: