

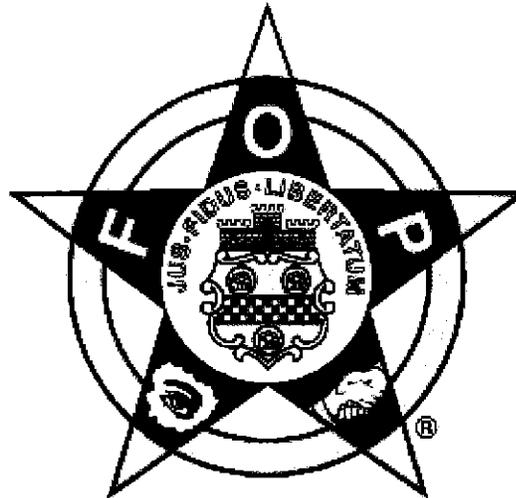


AGREEMENT BY AND BETWEEN

THE CITY OF BUCYRUS POLICE DEPARTMENT

05-18-15
14-MED-09-1341
14-MED-09-1342
14-MED-09-1343
0459-05
K32263

AND



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

**CAPTAINS, LIEUTENANTS, PATROL OFFICERS
AND DISPATCHERS**

CASE NUMBERS:

**2014-MED-09-1341 (Patrol Officers)
2014-MED-09-1342 (Sergeants and Above)
2014-MED-09-1343 (Dispatchers)**

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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ARTICLE 1
PREAMBLE

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

ARTICLE 2
PURPOSE AND INTENT

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

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

ARTICLE 3
RECOGNITION

Section 3.1 Included

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

Bargaining Unit 1:	Police Officers below the rank of Sergeant
Bargaining Unit 2:	Police Officers holding the rank of Sergeant and above
Bargaining Unit 3:	Police Civilian Employees

Section 3.2 Excluded

The Union recognizes the following employees as being excluded from the bargaining units:

The Chief, one officer designated to act in his absence, administrative secretary and all part-time, seasonal and temporary employees. All other employees of the Employer not specifically included in the bargaining units named in Section 3.1 are excluded from the coverage of this Agreement. Said recognition shall continue for a term as provided by law.

ARTICLE 4**DUES, FAIR SHARE FEE AND UNION BUSINESS****Section 4.1 Labor Council Dues**

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

Once deducted, the City agrees to transmit Labor Council dues to the Labor Council as soon as practicable, but no later than thirty (30) days following the date of pay in which the dues were withheld. As often as is necessary to provide the most current information, the Labor Council will notify the Bucyrus City Auditor of the amount of dues it charges and its current membership.

Section 4.2 Termination of OLC Dues

The authorization to deduct Labor Council dues shall terminate only after an employee notifies the City and the Labor Council in writing to cancel the deduction of Labor Council 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.

Section 4.3 Lodge Dues

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

Section 4.4 Fair Share Fee (Service Fee)

As often as is necessary to provide the most current information, the Labor Council will notify the Bucyrus City Auditor of the amount of fair share fee it charges and its current membership and will update this information as needed.

This amount shall be automatically deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. However, nothing in this section shall be construed as to require an employee to become a member of the Labor Council.

All dues and fair share fee collection methods shall meet all applicable state and federal guidelines as outlined under statutory and case law.

All Labor Council dues and fair share fees collected shall be sent by the City once each month to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215-4611.

Section 4.5 Religious Exemption

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

Section 4.6 Indemnification

The Labor Council and the Lodge agree to hold the City harmless in any suit, claim or administrative proceeding arising out of, or connected with, the imposition, determination, or collection of dues or fair share fees; 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 such suit, claim or administrative proceeding, including attorney fees and court costs, as long as the City promptly notifies the Labor Council or the Lodge of any claim made against the City.

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

Section 4.7 Union Release Time

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

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. Such approval will not be unreasonably withheld. Union leave will not be permitted if it will interfere with the functional operation of the City. The City

will compensate a representative at the normal rate for time spent during normal working hours. No more than seventy-two (72) hours per bargaining unit or by the Lodge in any one calendar year will be permitted to be used.

Section 4.8 Notice of Representatives

The Union and FOP shall provide to the Administration an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- name of the officer or representative;
- immediate supervisor of the officer or representative;
- office held;
- home address and phone number of the officer or representative.

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

Section 4.9 Bulletin Boards

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

Section 4.10 Ballot Boxes

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

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1 Specific Rights

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

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

Section 5.2 Additional Rights

In addition, the Union agrees that all of the functions rights, powers, responsibilities and authority of the Employer regarding the operation of its work, business, and direction of

its work force which the Employer has not specifically abridged, deleted, granted or modified by express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6

NO STRIKE/NO LOCK OUT

Section 6.1 No Strike

Neither the Union nor any member of the bargaining units shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this section may be grounds for discipline.

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

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

Section 6.2 No Lock Out

During the term of this agreement, the City shall not lock-out its employees.

ARTICLE 7

GENDER, PLURALS AND HEADINGS

Section 7.1 Gender and Plurals

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

Section 7.2 Headings

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

**ARTICLE 8
CONFORMITY TO LAW**

Section 8.1 This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing, or future law shall not affect the validity of the surviving provisions.

Section 8.2 This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail.

Section 8.3 This Agreement is meant to conform to and should be interpreted in conformance with the constitution of the United States, the constitution of the state of Ohio, and all applicable federal and state laws, including the Family Medical Leave Act. Should any provision of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, all other provisions of this Agreement shall remain in full force and effect.

Section 8.4 Upon written request by either party, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions of this Agreement through good faith negotiations.

**ARTICLE 9
LABOR-MANAGEMENT COMMITTEE****Section 9.1 Scope of Committee**

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

Section 9.2 Procedure

For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of the Mayor, the Safety Director, the Chief of Police and one (1)

representative from each of the three (3) bargaining units covered by this Agreement, as designated by the bargaining units.

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

ARTICLE 10 **RESIDENCY REQUIREMENT**

All employees must reside within Crawford County or within fifteen (15) miles from the City limits.

ARTICLE 11 **GROOMING**

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

ARTICLE 12 **EXPOSURE TO ILLNESS AND DISEASE**

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

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

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1 Length of Probation

A. Non-sworn employees

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

B. Sworn officers

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

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

C. Promotional

The promotional probationary period shall not exceed six (6) months.

Section 13.2 Seniority During Probation

Newly hired employees shall have no seniority during probationary periods except for purposes of lay-off. However, upon completion of the probationary period, seniority shall start from the date of hire.

Section 13.3 Discipline or Discharge During Probation

The Employer shall have the discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank. Any such action shall not be appealable through any grievance or arbitration procedure contained herein, or any civil service procedure.

ARTICLE 14
SENIORITY

Section 14.1 Definition

Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer. A probationary full-time employee shall have no seniority, except for purposes of lay-off, until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

Section 14.2 Termination of Seniority

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

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

Section 14.3 Ties in Seniority

If two or more full-time employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 14.4 Prior Service Credit

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

ARTICLE 15
LAY-OFF AND RECALL

Section 15.1 Reduction of Work Force

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

Section 15.2 Order of Layoffs

Employee(s) within the effected ranks shall be laid off according to their full-time Departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time and probationary employees within the effected rank are laid off first.

Section 15.3 Displacement (Bumping)

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

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

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

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

Section 15.4 Recall

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

Section 15.4 Layoff Notice Requirement

Employees scheduled for lay-off shall be given a minimum of seven (7) days advance notice of lay-off.

ARTICLE 16
INVESTIGATION AND DISCIPLINE

Section 16.1 Employee Rights

All employees being disciplined shall have the following rights:

- A. An employee shall be entitled to Union representation or an attorney at his/her own expense, at each step of the disciplinary procedure.
- B. No recording device, stenographic, or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record at least seven (7) 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 effect his hours, wages, or working conditions as the result of the exercise of his right during an investigation or while being disciplined.
- D. If during an administrative interview, the Employer determines that the employee may be charged with a criminal violation, the employee shall be advised of his constitutional rights according to law.

Section 16.2 Resignation

An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

Section 16.3 Just Cause Required

Discipline of non-probationary employees shall be imposed only for just cause. The Notice of Discipline shall be in writing and shall state the specific acts for which discipline is being imposed and shall also state the proposed penalty. The Notice served on the employee shall contain a reference to dates, time and places, as accurately as possible.

Section 16.4 Service of Notice of Discipline

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

Section 16.5 Administrative Procedures

The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall make 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 he/she is entitled to representation by the Union or an attorney (at the employee's expense) during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. The Notice of Discipline must advise the employee that he/she is entitled to representation by the Union or an attorney (at the employee's expense) during the discipline process.
- C. Upon imposition of discipline, the employee may choose to accept the discipline or file a grievance in accordance with Article 17 of the Agreement. Grievances filed as a result of a suspension, demotion or termination are filed directly at Step 3 of the grievance procedure.
- D. All disciplinary meetings are to take place during the first or last hour of the effected employee's shift, unless there is another mutually agreed upon time.

Section 16.6 Settlement

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

Section 16.7 Benefits

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

ARTICLE 17
GRIEVANCE PROCEDURE

Section 17.1 Intent

Every employee shall have the right to present his grievance in accordance with the procedures provided herein, without any interference, coercion, restraint, discrimination or reprisal. Every employee shall have the right to be represented by a person of his own choosing 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.

Section 17.2 Definitions

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

Section 17.3 Probationary Employees

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

Section 17.4 Procedure

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

A. Information on grievance forms

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 approximate time and place where the alleged events or conditions constituting the grievance took place;
- the identity of the party (if known to the aggrieved party), responsible for causing the said grievance,
- and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Decisions in Writing

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 Grievance

If a grievance affects a group of employees and is filed as a group or class action grievance, it may be submitted directly at Step 2.

D. Preparation of grievances

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

E. Informal Discussion/Informal Adjustment

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

F. No Precedent Set

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, the adjustment shall not create a precedent, or ruling, binding to the Employer in future proceedings.

G. No Alteration of the 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.

Section 17.5 Sole and Exclusive Remedy

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

Section 17.6 Effect of 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 waved 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 between the Employer and the Union.

Section 17.7 Steps

All grievances shall be administered in accordance with the following steps:

Step 1: Immediate Supervisor

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

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

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

Step 2: Chief of Police

An employee who believes he may have a grievance shall notify the Chief of Police in writing of the possible grievance within seven (7) days after the written decision given by the aggrieved party's supervisor in Step 1. The Chief or his

designee shall convene a hearing within seven (7) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Chief or his designee shall issue a written decision to the employee's representative with a copy to the employee, if the employee requests one, within seven (7) days from the date of the hearing.

Step 3: Safety Director

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

Step 4 Arbitration

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

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

A. Conducting the Arbitration

1. 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 is contrary to law or violates any of the terms and conditions of this Agreement.
2. 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.
3. The hearing, or hearings, shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
4. The fees and expenses of the Arbitrator and the costs 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

proportionate distribution of the fees and expenses is appropriate. Neither party shall be responsible for any of the expenses incurred by the other party.

5. 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, including the Arbitrator's determination as to seniority, benefits and wage issues.
6. Either party may request, in writing, a pre-arbitration meeting fourteen (14) days prior to the scheduled date of an arbitration hearing.
7. Either party may make a written request of the other party at least fourteen (14) days in advance of an arbitration hearing of a list of documents to be used in the arbitration hearing, a list of witnesses, and their expected testimony for the arbitration hearing.

Section 17.8 Indemnification

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

ARTICLE 18 PERSONNEL RECORDS

Section 18.1

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

Section 18.2

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

Section 18.3

If a bargaining unit member has reason to believe there is an inaccuracy in any document in his personnel file, he may prepare a written memorandum explaining the alleged

inaccuracy and present it to the Chief. If the Chief agrees to the inaccuracy, he shall remove the inaccurate document, correct the inaccuracy, or attach the memorandum to the document if it remains in the file.

Section 18.4

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

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

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

Section 18.5 Proof of Driver's License and Insurance

Every employee shall be required to provide proof of a valid State of Ohio driver's license annually on the employee's anniversary date which shall be maintained in the employee's personnel file.

ARTICLE 19 **SICK LEAVE**

Section 19.1 Use of Sick Leave

Sick leave shall be defined as an absence with pay necessitated by:

- illness or injury of the employee, or illness, injury or death within the employee's immediate family where the employee's presence is reasonably necessary;
- exposure by the employee or a member of the employee's immediate family to a contagious disease communicable to other employees;
- childbirth and/or related medical conditions;
- medical, dental or optical examinations or treatments of the employee or member of the employee's immediate family where the employee's presence is reasonably necessary.

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

Section 19.2 Accrual Rate

All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked, and the employees may accumulate an unlimited amount of sick leave.

Section 19.3 Notification to Employer

An employee who is absent on sick leave shall notify the Employer of the 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.

Section 19.4 Proof of Illness

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

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

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

The Chief 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 for 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.

Section 19.5 Immediate Family

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

Section 19.6 Payment at Retirement**A. For those Employees Hired Prior to January 1, 2015****1. Less than Twenty (20) Years of Service**

Any employee hereunder with at least ten (10) years of completed service and through twenty (20) years of completed 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, twenty-five percent (25%) of the value of his accrued but unused sick leave credit up to a maximum of two hundred eighty (280) hours of accrued sick leave.

2. More Than Twenty (20) Years of Service

Any employee with more than twenty (20) years of completed full-time service to the City of Bucyrus who elects to retire from active service shall be entitled to receive cash at his current rate of pay at that time for the full value of his accrued sick leave credit up to one thousand three hundred twenty (1,320) hours, times his current hourly rate.

B. For those Employees Hired After January 1, 2015**1. Less than Twenty (20) Years of Service**

Any employee hereunder with at least ten (10) years of completed service and through twenty (20) years of completed 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, twenty-five percent (25%) of the value of his accrued but unused sick leave credit up to a maximum of two hundred eighty (280) hours of accrued sick leave.

2. More Than Twenty (20) Years of Service

Any employee with more than twenty (20) years of completed full-time service to the City of Bucyrus who elects to retire from active service shall be entitled to receive cash at his current rate of pay at that time for the full value of his accrued sick leave credit up to nine hundred sixty (960) hours, times his current hourly rate.

An employee who retires and qualifies for a payment of sick leave at the time of his retirement pursuant to this section shall receive a lump sum cash settlement at the time of his effective retirement date. Said lump sum shall be calculated by multiplying the number of his unused sick leave hours for which he is to be paid (determined first by when he was hired and then by the number of years of completed service) by his current rate of pay at the time of his retirement. For purpose of this section, hourly rate shall be computed based on a two-thousand eighty (2,080) hour year.

Any hours in excess of the caps set out above in sub-section A 1, A 2, B1 or B2 may be converted and paid to the employee in cash at his current hourly wage rate at the time of retirement in the ratio of three (3) to one (1).

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

Section 19.7 Annual Sick Leave Conversion

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

Section 19.8 Sick Leave Donation

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

Section 19.9 Sick Leave Incentive

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

ARTICLE 20 FUNERAL LEAVE

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

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

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

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

ARTICLE 21
PERSONAL LEAVE

Section 21.1 Accrual Rate-Current Employees

Each full-time employee shall be granted not more than fifty-six (56) hours of personal leave per year to be taken at the discretion of the employee. Such time shall not be accrued from year to year. Use of personal leave shall be subject to prior written approval of the Chief of Police or the Chief's designee.

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

Section 21.2 Accrual Rate-New Employees

Personal leave for newly hired employees will be pro-rated according to the following schedule:

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

ARTICLE 22
INJURY LEAVE

When a bargaining unit member is physically injured while actually working for the Employer, and is so disabled as to be absent from the work because of the physical injury that employee will continue to receive his regular pay for up to three (3) months per work-related injury without deduction from sick leave. Payment of wages for this three

(3) month period will be provided as long as the employee files a claim for Workers' Compensation benefits and assigns any benefits received for that three (3) month period as temporary total disability or temporary partial disability to the City.

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

ARTICLE 23 **TEMPORARY MILITARY LEAVE**

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

ARTICLE 24 **UNPAID LEAVES OF ABSENCE**

Section 24.1 Granting of Leave

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

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

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

A. Leaves of Ten (10) Days or Less

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

B. Leaves of Greater Than Ten (10) Days

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

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

Section 24.2 Return to Work

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

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

Section 24.3 Unauthorized Leave

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

ARTICLE 25
VACATION

Section 25.1 Accrual Rate

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

Years of Completed Service	Vacation Hours Accrued
Over 1 year	80 hours
Over 6 years	120 hours
Over 11 years	128 hours
Over 12 years	136 hours
Over 13 years	144 hours
Over 14 years	152 hours
Over 15 years	160 hours
Over 21 years	168 hours
Over 22 years	176 hours
Over 23 years	184 hours
Over 24 years	192 hours
Over 25 years	200 hours

Section 25.2 Computation of Vacation Accrual

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

Section 25.3 Vacation Carry-over

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

Section 25.4 Scheduling of Vacation

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

Section 25.5 Yearly Sell-back

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

ARTICLE 26
HOLIDAYS

Section 26.1 Holidays

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

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

Section 26.2 Additional Holidays

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

Section 26.3 Compensation for Holidays

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

In order to be eligible for the above-paid holidays, the employee must report to work and actually work his last scheduled 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, upon request, receive eight (8) hours holiday pay or compensatory time.

Section 26.4 Carry-over

Holidays are not cumulative from year to year, and shall be forfeited if not taken as time off during the year in which they are granted.

ARTICLE 27 **SHIFT SELECTION AND TRADING**

The City has the discretion to set and change shift time, assignments, and to determine the number of positions required for each shift. Employees with two (2) or more years of total service within their classifications will then select shift preference and days off by seniority in grade with the City. Shift bidding shall occur December 1 to December 31 of every year and take effect for the monthly schedule that takes effect closest to January 1 of the following year. Employees with less than two (2) total years of full-time service within their classification and any part-time employees are not eligible to select a shift preference and days off.

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

ARTICLE 28 **HOURS OF WORK AND OVERTIME**

Section 28.1 Work Period Defined

The normal work period for all employees shall consist of either 5 consecutive eight hour days or 4 consecutive ten hour days.

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

Section 28.2 Overtime Compensation

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

Section 28.3 Overtime Opportunities

When an overtime opportunity exists, it will be offered to bargaining unit members from the applicable overtime roster.

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

A. Dispatchers

- First to a dispatcher.
- If no dispatcher is available, then it will be offered to the first available employee from the emergency overtime roster.

B. Officers and Supervisors

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

Section 28.4 Compensatory Time

A. Accrual of Compensatory Time

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

An employee may accrue up to a maximum of four hundred eighty (480) hours of unused compensatory time for overtime. Any overtime worked after an employee has accrued the maximum amount shall be paid.

B. Use of Compensatory Time

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

C. Payment Upon Termination of Employment

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

Section 28.5 Canine Unit

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

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

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 at his/her residence and may be kenneled while on the employee's property. The Employer will be responsible for the cost of kenneling 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 sixteen (16) 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.

ARTICLE 29 **WORKING OUT OF RANK**

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

ARTICLE 30 **PROMOTIONS**

Section 30.1 Definition

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

Section 30.2 Eligibility for Promotions

A. To the Rank of Lieutenant

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

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

B. To the Rank of Captain

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

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

Section 30.3 Test Scores and Seniority Credit

A passing score on the written examination for either rank shall be seventy percent (70%). A candidate must achieve at least a passing score on the written examination to be eligible for seniority credit. Credit for seniority shall equal one half (½) point for each full year of service as an officer with the Bucyrus Police Department as of the date of the written examination, not to exceed ten (10) points.

**ARTICLE 31
PHYSICAL FITNESS AND HEALTH****Section 31.1 Intent**

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

Section 31.2 Voluntary

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

Section 31.3 Test Phases

Participating employees shall perform in the following test phases:

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

Section 31.4 Testing

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

Section 31.5 Incentives

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

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

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

Section 31.6 Physical Exam Required

Prior to testing, participating employees shall submit to the City a medical release signed by the employee’s physician.

ARTICLE 32
HEALTH INSURANCE

Section 32.1 Premium Contribution

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

The health insurance plan will contain an HSA funding feature. Employees shall be responsible for an amount equal to ten percent (10%) of the appropriate deductible which are: \$2,000.00 for individual coverage and \$4,000.00 for family coverage.

In the event that the Employer, during the term of this Agreement 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 which are \$2,000.00 for individual coverage and \$4,000.00 for family coverage.

Section 32.2 Change of Insurance 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.

Section 32.3 Health Insurance Committee to be Established

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

Section 32.4 Both Spouses Employed by the City

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

Section 32.5 Insurance Opt-Out

Employees opting out of health insurance coverage through the City of Bucyrus shall receive 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.

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

**ARTICLE 33
COMPENSATION**

Employees shall receive hourly wage increases on January 1 in accordance with the following schedule:

A. Police Officers

	2014 (0%)	Equity Adjustment	2015 (3%)	2016 (2%)	2017 (3%)
	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer (After 2 Years)	20.90	1.00	22.56	23.01	23.70
Police Officer (1 year- 2 Years)	20.67	1.00	22.32	22.77	23.45
Police Officer- Probationary (up to 12 mos.)	18.98	1.00	20.58	20.99	21.62

B. Lieutenants and Captains

	2014 (0%)	Equity Adjustment	2015 (3%)	2016 (2%)	2017 (3%)
	Hourly	Hourly	Hourly	Hourly	Hourly
Lieutenants	23.41	1.00	25.14	25.64	26.41
Captains	26.92	1.00	28.76	29.33	30.21

C. Rank Differential

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

D. Dispatchers

	2014 (0%)	Equity Adjustment	2015 (3%)	2016 (2%)	2017 (3%)
	Hourly	Hourly	Hourly	Hourly	Hourly
Dispatcher (Minimum)	14.18	1.00	15.64	15.95	16.43
Dispatchers (Maximum)	17.50	1.00	19.06	19.44	20.02

ARTICLE 34
LONGEVITY

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

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

ARTICLE 35
SHIFT DIFFERENTIAL

Each employee of the Police Department who renders full-time service shall receive a shift differential of 50¢ per hour for each hour worked during the hours of 3:00 p.m. and 6:59 a.m.

ARTICLE 36
CALL IN/COURT TIME PAY

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

ARTICLE 37
STAND-BY PAY

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

ARTICLE 38
SPECIAL DUTY

Section 38.1 Working Special Duty

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

Non-Profit Organizations

\$25.00 per hour

For Profit Organizations

\$31.00 per hour
with a minimum of three (3) hours

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

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

Section 38.2 Basic Qualifications for Working Special Duty

In order to be eligible to work special duty, employees covered by this contract must have the following basic qualifications:

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

Section 38.3 Assigning Special Duty

The Employer shall rotate special duty opportunities among all eligible and qualified full-time bargaining unit members. The Employer shall maintain a list of eligible employees and the opportunities that are offered and refused by each employee. Any special duty assignments not filled by this procedure may be filled at the Employer's discretion. When a business or organization requests a certain full-time employee for a detail, such requested assignment will be considered when equalizing work opportunities among bargaining unit members.

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

Section 38.4 Application of this Article

The parties agree that any special duty performed by an employee under this article shall not be considered as overtime. This article does not apply to other part-time "non-law enforcement-type" employment an employee may work during off duty hours. This article shall not be subject to the grievance procedure above step 2, unless there are repeated violations or the equal opportunity to work assignments under this section is not corrected at the next opportunity as provided herein.

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

Section 38.5 Use of Auxiliary Officers

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

ARTICLE 39
SEPARATION FROM EMPLOYMENT

Section 39.1 Payment of Wages

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

Section 39.2 Payment of Holidays and Vacation Leave

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

Section 39.3 Payment of Compensatory Time

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

Section 39.4 Payment of Sick Leave

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

Section 39.5 Method of Payment

Employees separating from service for any reason 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 separation. 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.

Section 39.6 Payment to Employee's Estate

If the reason for separation is due to the death of the employee, the payment of wages and benefits provided for in this article shall be paid as follows:

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

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

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

Section 39.7 Money Owed to the Employer

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

ARTICLE 40
UNIFORM ALLOWANCE

Section 40.1 Amount of Allowance

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

Police Officers/Lieutenants/Captains	\$1000.00
Dispatchers	\$600.00

Section 40.2 Newly Appointed Officers

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

Section 40.3 Uniforms

All sworn employees must have a complete dress uniform. Newly appointed Police Officers must have a complete dress uniform within a reasonable time period upon receiving their first (1st) clothing allowance following the completion of their probationary period. Uniforms are to be worn at all times when on duty as outlined in Departmental policy.

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

Section 40.4 Vests

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

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

Within the first year of employment	100% of the cost
Within the second year of employment	50% of the cost

Section 40.5 Separation from Employment**A. First year employees**

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

B. Other employees

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

ARTICLE 41
REPLACEMENT OF PERSONAL ITEMS

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

ARTICLE 42
REIMBURSEMENT FOR BUSINESS TRAVEL

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

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

ARTICLE 43
LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provisions 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 44
TOTAL AGREEMENT

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

ARTICLE 45
OBLIGATION TO NEGOTIATE

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

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

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

ARTICLE 46
DURATION

This Agreement shall become effective at 12:01 a.m. on January 1, 2015 and shall continue in force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

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

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

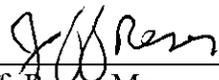
ARTICLE 47
EXECUTION

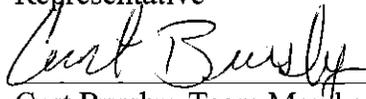
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 7th day of May, 2015. Unless otherwise specified this Agreement is effective January 1, 2015 until December 31, 2017.

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

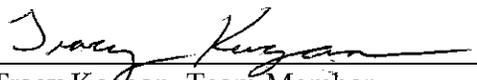
For the City of Bucyrus:

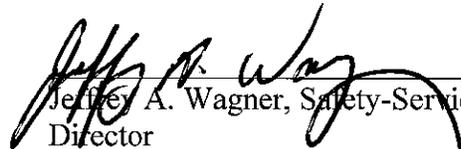

Andrea H. Johan, Senior Staff
Representative

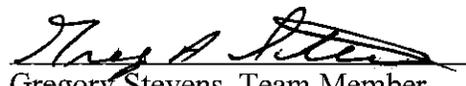

Jeff Reser, Mayor


Curt Bursby, Team Member
Patrol Officer Unit

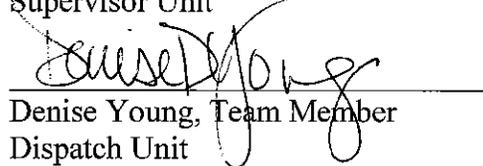

Robert A. Ratliff, Law Director


Tracy Keegan, Team Member
Patrol Officer Unit


Jeffrey A. Wagner, Safety-Service
Director


Gregory Stevens, Team Member
Supervisor Unit


David Koepke, Chief of Police


Denise Young, Team Member
Dispatch Unit