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AN AGREEMENT

BETWEEN

THE CITY OF AMHERST

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Patrol Officers and Sergeants)

EFFECTIVE: January 1, 2014
EXPIRES: December 31, 2016

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PREAMBLE
ARTICLE 1

Section 1. This Agreement is hereby entered into by and between the City of Amherst, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association (Patrolmen's Unit) and (Sergeants' Unit), hereinafter referred to as the "Union";

PURPOSE AND INTENT
ARTICLE 2

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer and Union now desire 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 City of Amherst; 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.

RECOGNITION
ARTICLE 3

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of negotiating wages, hours, terms and other conditions of employment. Whenever used in this Agreement, the term "bargaining unit" shall mean the Patrolmen's unit or the Sergeants' unit consisting of all full-time sworn patrolmen or all full-time sworn sergeants, excluding the Chief of Police, the Captain, the Lieutenant and all positions and classifications not specifically established herein as being included in the "bargaining unit."

Section 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

DUES DEDUCTION
ARTICLE 4

Section 1. The Employer agrees to deduct OPBA membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

Section 2. The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 4. The Employer shall be relieved from making such individual "check-off deductions" upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the OPBA.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

Section 6. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the OPBA dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the OPBA during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions:

AGENCY SHOP
ARTICLE 5

All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Rev. Code Sec. 4117.09.

In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction." The OPBA will provide the Employer with an annual notice certifying that the entire amount of union dues is spent on chargeable expenses directly related to collective bargaining.

MANAGEMENT RIGHTS
ARTICLE 6

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge any operation or division, within the police department; to transfer (including the assignment and allocation of work operations division) within or to other operations-divisions; to determine the work methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the workforce, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; and to determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked; subject to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

Section 2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

EMPLOYEE RIGHTS
ARTICLE 7

Section 1. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

Section 2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. If the Employer records an interrogation, the employee is entitled to a transcript and/or copy of said recording.

Section 5. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. An employee may request an opportunity to review his or her personnel file. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. A request for copies of items included in the file shall be honored.

Section 7. With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, a formal written notice will be prepared and delivered to the employee.

Section 8. In the course of an internal affairs investigation, a polygraph or voice stress examination will be administered only with the consent of the employee under investigation.

Section 9. All complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 10. Written reprimands and written records of verbal reprimands that are more than two (2) years old shall not be used against an employee for purposes of progressive discipline nor introduced into any grievance arbitration hearing and shall be removed from the employee's designated personnel file.

Section 11. Each employee of the bargaining unit shall have access to and shall receive a copy of the Employee Standards of Conduct and any yearly updates to such document.

Section 12. Media: When a bargaining unit member is charged with or is under investigation for alleged violations of departmental rules and regulations, the Employer agrees to make reasonable efforts to release only information required for release under the Ohio Public Records and/or other

state of federal law. Under no circumstances shall the release of any information, whether required for release or not, negate the Employer's right to proceed with charges, investigation, discipline, or other corresponding actions. Members of the bargaining unit shall be notified by electronic mail of third party requests to review their files.

NO STRIKE
ARTICLE 8

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, 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 Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 3. The OPBA shall, at all times, cooperate with the Employer 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 OPBA 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 Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

DISCIPLINE
ARTICLE 9

Section 1. Disciplinary action taken by the Employer shall be for just cause.

Section 2. All non-probationary employees who are reprimanded (verbal or written), suspended, demoted or discharged, shall be given notice regarding the reason(s) before the disciplinary action is taken.

Section 3. Prior to any discipline being imposed, the non-probationary employee shall be given the specific reasons for the proposed disciplinary action and other related information pertaining to the disciplinary action and the employee will be given an opportunity to respond.

Section 4. In the case of a suspension, demotion or discharge, a non-probationary employee may immediately file a grievance at Step 3 of the grievance procedure contained in Article 12 of this Agreement. Such Step 3 hearing shall be held within five (5) calendar days of the filing of the grievance and be answered within three (3) calendar days of the hearing.

Section 5. In the case of a reprimand (verbal or written), the employee, at his option, may respond to the reprimand in writing on a form provided by the Employer, and such response, if any, shall be attached as a permanent part of the reprimand. A non-probationary employee may file a grievance on the reprimand.

Section 6. It is the intent of the parties that no section of the state or local civil service laws involving suspensions, reductions and/or discharge shall apply to employees in the bargaining units.

OPBA BUSINESS
ARTICLE 10

Section 1. The Employer will recognize one (1) employee, per bargaining unit, selected by the OPBA, to act as Chief Representative for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein. The OPBA may designate one (1) alternative representative to act in the absence of the Chief Representative. No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 2. The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees shall not be compensated for attendance at hearings during non-duty hours.

Section 3. One (1) non-employee OPBA representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 4. Rules governing the activity of OPBA representatives are as follows:

- (1) The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent necessary to investigate or process a grievance when the work schedule of the employee and the representative conflict. In such cases, one-half (1/2) hour of work time may be utilized in accordance with the provisions herein, unless specifically authorized otherwise by the Chief of Police.
- (2) The Chief of OPBA Representative or alternate shall not leave his assigned work area to conduct OPBA business until he has been released by his immediate supervisor. The OPBA shall not conduct OPBA activities in any work areas without notifying the supervisor in charge of that area of the nature of the OPBA activity.
- (3) The OPBA employee official shall cease OPBA activities immediately upon the request of the supervisor of the area where the OPBA activity is being conducted or upon the request of the employee's immediate supervisor.
- (4) An OPBA employee official abusing the rules of this Section is subject to disciplinary action. Any OPBA official, employee or non-employee found to be abusing the rules shall subject the OPBA to the revocation of the privileges provided herein.

Section 5. Directors of the OPBA shall be allowed to trade a work shift with another employee for the purpose of attending OPBA director meetings.

LABOR MANAGEMENT MEETINGS
ARTICLE 11

Section 1. In the interest of sound labor/management relations, the Union or the Employer may request a labor/management meeting to discuss issues of concern to either party. When requested, meetings shall be convened as soon as possible.

GRIEVANCE PROCEDURE
ARTICLE 12

Section 1. The term "grievance" shall mean an allegation by a full-time bargaining unit employee or a group of bargaining unit members that the Employer has committed a breach, misinterpretation, or improper application of this Agreement. The grievance procedure is not to be used to affect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 3. All grievances must contain the following Information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature. If it is a group grievance, the name and signature of an officer of the OPBA.
2. Aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific Articles and Sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

Section 4. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

Section 5. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

Section 6. For purposes of this Article, workdays shall be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized Holidays.

Section 7. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The Employer and the OPBA agree to make a responsible effort to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate OPBA Officer, if the former desires, must identify the alleged grievance to the employee's immediate supervisor within five (5) workdays of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) workdays following the date on which the supervisor was presented the grievance. Sergeants shall not hear or respond to grievances of Patrolmen.

Step 2: If the grievance is not resolved in Step 1, the employee with the appropriate OPBA Officer, if the former desires, shall reduce the grievance to writing and shall within five (5) workdays, refer the grievance to the Chief of the Police Department, or his designee (hereinafter referred to as the Chief) at Step 2 of the grievance procedure. The Chief shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate OPBA Officer, if the former desires, may refer the grievance to the Mayor/Safety Director, or his designee (hereinafter referred to as the Director), within five (5) workdays after receiving the Step 2 reply. The Director shall have five (5) workdays in which to schedule a meeting with the aggrieved employee and his appropriate OPBA representative, if the former desires. The Director shall investigate and respond in writing to the grievant and/or appropriate OPBA representative within ten (10) workdays following the meeting. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure contained herein.

ARBITRATION PROCEDURE **ARTICLE 13**

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant 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, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method. Any party can reject a list submitted by AAA, but no more than two (2) times.

Section 2. 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.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the City. If attendance of an employee as a witness is requested by the Union, and the employee is on duty, such witness shall not suffer any loss of pay. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees requested to be in attendance adversely affect the normal operations of the Department.

Section 6. 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.

NON-DISCRIMINATION **ARTICLE 14**

Section 1. The City and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Section 3. Nothing herein shall restrict the right of the Employer to exercise its discretion in making any reasonable accommodation in accordance with the Americans with Disabilities Act and other applicable laws.

GENDER AND PLURAL **ARTICLE 15**

Section 1. Whenever the context so requires, the use of the 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 genders 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.

OBLIGATION TO NEGOTIATE
ARTICLE 16

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining 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.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA 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.

Section 3. This Agreement may only be amended or modified by the express, mutual written consent of both parties.

CONFORMITY TO LAW
ARTICLE 17

Section 1. This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and affect as if such invalid portion thereof had not been included herein.

WORK HOURS AND OVERTIME COMPENSATION
ARTICLE 18

Section 1. Work hours, assignments and schedules shall be established by the Employer. The workweek shall run from Sunday at 12:01 a.m. to Saturday at midnight. Full-time employees will work forty (40) hours in a workweek with days off in succession. Should a reduction in hours ordinarily worked by a full-time employee become necessary for reasons of economy or efficiency as determined by the Employer, the Employer shall first meet with the OPBA to discuss such matters prior to instituting any changes. If an employee is involuntarily scheduled to work more than five (5) days in succession on a five-day schedule or more than four (4) days on a four-day schedule, regardless of workweeks involved, all such hours shall be paid at time and one-half.

Section 2. Any employee who works in excess of forty (40) hours in a workweek, when approved by the officer in charge or Police Chief, shall be compensated at the employee's rate of pay times one and one-half (1½) for all such hours of overtime. For the purposes of overtime computation, holidays, vacations and compensatory time shall be included in determining the total number of hours worked.

Section 3. The Employer shall distribute overtime as equally as possible with due regard to special bureaus and details within the Department. The Employer shall be responsible for promulgating rules and procedures for the distribution of overtime. Such procedures shall contain provisions to first offer overtime to qualified employees on duty on the basis of seniority and then to call in qualified employees based on calling the most senior off duty officer first, except in emergency situations. Any question(s) regarding the distribution of overtime shall be the proper subject of a labor/management meeting.

Section 4. Employees who are called in to work at a time which does not abut their regularly scheduled hours of work shall be guaranteed a minimum of four (4) hours pay for said call-in at the applicable rate of pay in accordance with the provisions of Section 2 herein.

Section 5. Employees who report to work at a time which does not abut their regularly scheduled hours of work for the purpose of firearms training shall be paid two (2) hours at the applicable rate of pay in accordance with the provisions of Section 2 herein. Employees who report to work at a time which does not abut their regularly scheduled hours of work for the purpose of breath testing certification, shall be paid two (2) hours at the applicable rate of pay in accordance with the provisions section 2 herein. When it becomes required for the employee to complete their written test for re-certification, the employee will also complete their proficiency test on that same day.

Section 6. Employees shall be notified at least twenty-four (24) hours in advance of the shift for which the employee is assigned to report for duty. Failure to notify an employee within the twenty-four (24) hour period shall cause the employee to be compensated at the employee's rate of pay times one and one-half (1½) for all hours worked.

Section 7. Compensatory time off may be taken with prior approval of the Chief. Compensatory time may be accrued to a balance of two hundred twenty-five (225) hours: when the maximum balance is reached, the employee will automatically be given pay for any overtime worked. Upon separation of employment, the employee shall be paid for any unused compensatory time at a rate of compensation not less than: (a) the average regular rate received by such employee during the last three (3) years of the employee's employment or (b) the final regular rate received by the employee, whichever is higher.

Section 8. Court Time. Employees required to appear in court outside of their regularly scheduled shift shall be paid a minimum of four (4) hours at one and one-half (½) times their regular rate.

Section 9. Double Backs. Employees who are required on an involuntary basis by the Employer to double back (i.e., 8-10 hours on, 8-10 hours off, then 8-10 hours on) shall be paid one and one-half (1½) times their regular rate of pay for any double back hours.

Section 10. Officers assigned to the position of Certified Field Training Officer shall be paid at the rate of Sergeant's pay if a Patrol Officer, and Lieutenant's pay if a Sergeant for each hour actually training a probationary officer.

Section 11. Employees placed on call that are off duty and not ordinarily on call, shall be compensated three dollars (\$3.00) per hour for each hour of on call status.

HOLIDAYS
ARTICLE 19

Section 1. The following fifteen (15) days listed below shall be considered and designated as paid holidays for all full-time employees:

New Year's Day	Fourth of July
President's Day	Labor Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
St. Patrick's Day	Christmas Eve
Memorial Day	Christmas Day
Martin Luther King Day	New Year's Eve
Personal Day	

Section 2. Employees shall be compensated, at the base rate of pay, for said fifteen (15) holidays, provided the employee is in active pay status during the week within which they were observed. For the purpose of this section, "active pay status" shall mean: hours actually worked, sick leave, vacation leave, compensatory time, or incentive leave. Employees may choose their time off upon approval of the Chief of the Department. Employees will have a bank of hours, which they will use for their "holiday" time off.

The bank will accrue as follows:

At the beginning of each new year, (January 1st) each employee will start with a bank of one hundred twelve (112) hours for the new year, however the bank will include the hours which were carried over from the previous year with the maximum being sixteen (16) hours carried over. Holiday hours may be taken at any time during the calendar year, however such hours are not considered earned by the employee until the holiday in which the hours are associated has actually occurred. In the event that an employee is separated from employment for any reason, the employee will be required to reimburse the City for all holiday hours taken in excess of the amount of hours actually earned by the employee, and the City reserves the right to deduct such hours from the employee's final payment of wages or other benefits.

Section 3. If an employee is scheduled or otherwise works on, Easter Sunday, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve, Christmas Day or New Years Eve, he shall be entitled to pay for such time worked at one and one-half (1½) times his regular base pay. The selection of holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given to the City within the pay period such holiday is worked. The employee may take pay in lieu of time off for any unused hours in their holiday bank by notifying the Chief of Police that they would like to do so.

VACATIONS
ARTICLE 20

Section 1. All full-time employees of the City shall be entitled to the following paid vacation per calendar year, provided they have worked at least one thousand forty (1,040) hours in the preceding calendar year and have accrued the required years of service. Employees who have worked less than one thousand forty (1,040) hours in the preceding calendar year shall have their vacation prorated accordingly, but said time shall not affect their seniority for purposes of accrual:

<u>Length of Service</u>	<u>Number of Hours</u>
1 year but less than 5 years	80
5 years but less than 10 years	120
10 years but less than 15 years	160
15 years but less than 25 years	200

Eight (8) hours of vacation time shall be added to the employee's vacation time off for each year of service exceeding 25 years.

Section 2. Vacations shall not be cumulative and shall be taken during the applicable calendar year or forfeited, except as provided in Section 3 herein.

Section 3. All vacations shall be scheduled and approved in advance by the Chief of the Department, as he deems appropriate. Vacations shall be scheduled between the days off of the employee's work schedule when the employee is taking a full week of vacation. Vacations will be designated according to the total number of hours and a total bank of hours will be established. Employees may take vacation time off in increments of one (1) day at a time or an entire forty (40) hour week. Should more than one (1) employee request the same vacation time off, the Chief shall approve such requests on the basis of seniority and operational needs. Employees shall take vacation time off unless otherwise mutually agreed between the employee and the Chief. However, should it be mutually agreed that an employee work during his scheduled vacation, such employee shall be compensated for such vacation time at his regular rate of pay, and shall not be credited with such vacation hours for the purpose of computing overtime. Vacations not taken during the applicable calendar year shall be paid at the end of the year. Vacation time earned may also be sold by the employee at any point during the calendar year.

Section 4. Any full-time employee leaving the service of the Police Department shall be entitled to pay for any accrued but unused vacation time.

Section 5. All full-time employees shall be credited with service credits for vacation computation of previous full-time Ohio municipal police service and/or previous active or reserve military law enforcement service (including the National Guard).

EDUCATION AND TRAVEL

ARTICLE 21

Section 1. Employees requesting permission to attend any school, training session or seminar shall submit a written request to the Chief, stating the objective, the probable benefit to the Department and the expected expenses. Such request shall be evaluated by the Chief and he shall make the final determination.

Section 2. If the Chief deems it necessary, he may require an employee to attend any work-related school, training session, or seminar.

Section 3. Attendance at any school, training session or seminar, pertinent to police matters, shall be compensated at the applicable hourly rate for travel time and attendance. Payment for attendance shall not exceed eight (8) hours in anyone one (1) day designated as a training day. Should attendance be mandated by the Employer, employees shall be compensated at the applicable rate for hours of attendance.

Section 4. Any employee of the Amherst Police Department required by the Chief or his designee to remain overnight in the performance of his official duties or to receive training, shall receive an allowance for meals of six dollars (\$6.00) for breakfast, ten dollars (\$10.00) for lunch and fifteen dollars (\$15.00) for dinner when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing costs for overnight accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief or his designee.

Section 5. If the employee is permitted or required to use his personal automobile for City business he/she shall be reimbursed at the rate of the current IRS standard per mile. The Chief or his designee shall approve all such requests.

Section 6. The City agrees to pay the K-9 officer's annual membership fees for the North American Police Work Dog Association and the United States Police Canine Association.

Section 7. The Employer agrees to provide the ammunition and facilities necessary for firearms training and will compensate employees as if working for two (2) hours for each qualification.

HEALTH AND SAFETY **ARTICLE 22**

Section 1. It is agreed that safety must be a concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working equipment and vehicles. Employees shall accept the responsibility to operate equipment and work vehicles in a safe and proper manner and to follow all safety rules and safe working methods of the Employer. All unsafe vehicles or equipment must be reported to the next higher authority in charge as soon as said unsafe working conditions are known.

Section 2. The Patrol/Emergency response fleet of the Police Department shall be replaced when each vehicle obtains between 95,000 and 97,000 miles

Section 3. Bullet resistant vests shall be replaced by the Employer every ten (10) years, except in cases where the condition of a vest requires it to be replaced sooner, and vest carriers as needed. Officers in uniform shall wear their vests at all times while on duty.

SICK LEAVE
ARTICLE 23

Section 1. Sick Leave Accumulation. Each full-time employee shall accumulate fifteen (15) days of sick leave per year. Said leave shall be earned at 4.6 hours per pay period.

Section 2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family where the employee's presence is necessary.
 2. Medical, dental, or optical examinations or treatment of an employee which cannot be scheduled during non-working hours.
 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 4. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period. Five (5) days shall be the maximum number of days that an employee may be off work for the birth of a child where there are no complications to the mother and/or the child.
- B. Definition of immediate family for purposes of this provision: grandparents, brother, sister, brother-in-law, sister-in-law, father, father-in-law, mother, mother-in-law, spouse, minor child/stepchild residing with employee.
- C. All employees who are scheduled for elective surgery will notify the employee's supervisor at least twenty-one (21) calendar days prior to the scheduled surgery. An employee who schedules elective surgery around a scheduled holiday may not be granted time off for the surgery, if the elective surgery would effect staffing of the Department and the employee is the least senior employee requesting time off.

Section 3. Evidence Required for All Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 4. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor at least four (4) hours before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 5. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in discharge and a refund of any salary or wage paid.

Section 6. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post- natal period.

Section 7. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the City.

Section 8. A full-time employee with ten (10) or more years of service with the Amherst Police Department, may at the time of retirement, elect to be paid in cash for one-quarter ($\frac{1}{4}$) of up to sixteen hundred (1600) hours of accrued but unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee and such payment shall be made only once to any employee. The maximum payment which may be made under this section is four hundred (400) hours.

A full-time employee with twenty-five (25) or more years of service with the Amherst Police Department, may at the time of retirement, elect to be paid in cash for one half ($\frac{1}{2}$) of up to twelve hundred (1200) hours of accrued but unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee and such payment shall be made only once to any employee. The maximum payment which may be made under the section is six hundred (600) hours.

Section 9. Employees hired on or after January 1, 1990, shall not be permitted to retain and transfer accumulated sick leave from public service employment outside the City of Amherst.

Section 10. Nothing herein shall be construed as limiting the rights of the Employer or bargaining unit members under the Family and Medical Leave Act, as amended. Entitlement to leave shall be in accordance with the Act and the Employer's implementing policies. In all cases where an employee qualifies for leave under the Act, the Employer reserves the right to require, and the employee shall be entitled, to utilize any and all forms of paid leave provided under this Agreement prior to the taking of unpaid leave, provided an employee has the right to reserve one (1) week of vacation pay for use after completion of FMLA leave.

Section 11, Absent Day Reserve Plan.

1. A bargaining unit member may donate up to forty (40) hours of a member's accumulated sick leave to any bargaining unit member who has exhausted or exhaust the member's accumulated sick leave.
2. Donations of sick hours shall be initiated by the bargaining unit member filling out an appropriate form with the Auditor.
3. Donated sick leave hours shall be used by the absent member as needed on an eight (8) hour basis and shall be deducted from the donor bargaining unit member when used. Additional hours of earned sick leave shall be used prior to using any donated sick leave hours.
4. No bargaining unit member may receive more than an aggregate of two hundred and forty (240) hours of donated sick leave hours in anyone calendar year.
5. Donated hours shall not be construed as belonging to the donee bargaining unit member, but rather as belonging to the donor bargaining unit member, and any unused hours shall be returned to the donor employees.

BEREAVEMENT LEAVE
ARTICLE 24

Section 1. Each full-time employee shall be granted up to three (3) days of leave with pay to attend family funerals. For purposes of this Section, "family" shall include the employee's mother, step-mother, father, step-father, children, step-children, brothers, sisters, husband or wife, mother-in-law and father-in-law, grandparents, grandchildren.

Section 2. Each full-time employee shall be granted up to one (1) day of leave with pay to attend the funerals of grandparents-in-law, sisters-in-law and brothers-in-law.

Section 3. A bargaining unit member may, with the approval of the Chief of Police, elect to take additional bereavement leave not to exceed two (2) days.

INJURY ON DUTY
ARTICLE 25

Section 1. An employee who is disabled as a result of performing duties within the course and scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, but for a period not to exceed twenty-six (26) weeks from the date such service-related disability was incurred, consistent with the following schedule:

<u>Service Seniority</u>	<u>Weeks of Full Pay</u>	<u>Weeks of Half Pay</u>
Less than 6 yrs	10	16
6 years but less than 8 yrs	11	15
8 years but less than 10 yrs	12	14
10 years but less than 12 yrs	13	13
12 years but less than 14 yrs	14	12
14 years but less than 16 yrs	15	11
16 years but less than 18 yrs	16	10
18 years but less than 20 yrs	17	9
Over 20 years	18	8

Section 2. A certificate of the attending physician certifying the service related disability, and the cause and expected length thereof, shall be filed with the Chief or his designee. An employee receiving disability may be required to submit to a physical(s) by a physician(s) chosen and paid for by the City at any time.

JURY DUTY LEAVE
ARTICLE 26

Section 1. Any employee who is called for jury duty, either federal, county or municipal, shall be assigned to the day shift for such days and paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. In the event that an employee reports for jury duty and is excused with one hour or more remaining until the end of the shift, the employee will report to work for the remainder of the shift.

COMPENSATION
ARTICLE 27

Section 1.

Effective January 1, 2014 - 2.0% wage increase.

Effective January 1, 2015 - 2.0% wage increase.

Effective January 1, 2016 - 1.5% wage increase.

Sergeant Rank Differential - will be 12% higher than a 5 year Patrolman

Patrolman:	(If annualized) Effective 1-1-2014	Effective 1-1-2015	Effective 1-1-2016
Starting but less than 6 months	\$46,639.33	\$47,572.11	\$48,285.69
6 months but less than 18 months	\$51,353.55	\$52,380.62	\$53,166.33
18 months but less than 3 years	\$52,954.21	\$54,013.29	\$54,823.49
3 years but less than 5 years	\$55,158.41	\$56,261.58	\$57,105.50
5 years and above	\$58,113.53	\$59,275.80	\$60,164.94
Sergeants	\$65,087.15	\$66,388.89	\$67,384.72

Section 2. Officers holding the degrees listed below, in a law enforcement course of study from an accredited university program, shall receive additional compensation as listed below:

<u>Degree Held</u>	<u>Annual Payment</u>
Associates Degree	\$ 400.00
Bachelors Degree	\$ 700.00
Masters Degree	\$1,000.00

Said payment shall be made during the first full pay period in January of each calendar year.

Section 3. When a full-time employee has earned regular pay, holiday pay, vacation pay, or compensatory pay, and dies before receiving payment for same, his estate shall receive the pay which has accrued.

COLLEGE TUITION
ARTICLE 28

Section 1. An educational reimbursement program is hereby adopted for the benefit of employees of the Employer in the bargaining unit. The purpose of the program shall be to provide limited financial assistance to employees who take job-related educational courses outside regular working hours on a voluntary basis for self-improvement.

Educational aid may be granted to employees who have completed three (3) or more years of continuous employment. If an employee's employment is terminated prior to completion of a course, he will not be eligible for educational aid. To be eligible, the employee may only enroll in such courses that have the prior approval of the Chief of Police and that meet the following requirements.

A. Approved criminal justice/crime related field of study courses that are part of a curriculum leading to a degree in the fields listed below

1. Police Science/Police Administration
2. Criminal Justice/Criminal Justice Administration
3. Criminology
4. Forensic Science/Criminalistics
5. Juvenile Science
6. Corrections/Correctional Administration/Probation-Parole
7. Criminal Justice Planning/Evaluation
8. Judicial Management/Court Administration
9. Behavioral Science/Psychology
10. Business and Public Administration
11. Social Services
12. Financial/Accounting
13. Computer Information Services

Employees will be permitted to enroll in courses that are designed to give credit at an approved college or university toward a degree in the above areas of study. Approval of the course work must be obtained from the Employer at least one (1) month prior to the first meeting of the class.

The amount of tuition to be paid by the City shall be limited to the amount of the then current per credit hour cost charged, regardless of which institution the employee attends, not to exceed the rate charged per credit hour by Cleveland State University for tuition and books upon successful completion of the courses taken in the Criminal Justice/crime related fields of study as defined above. For the purposes of this section "satisfactory completion of course work" shall mean the employee receiving a passing grade of "C" or better or a grade of 2.0 or better on a 4.0 grading scale, or a passing grade in a pass/fail course. Proof of completion shall be made by submitting either a transcript or grade report card from the school.

Under no circumstances shall educational aid be granted for covering the costs of materials, examination fees, or transportation. No tuition aid shall be granted for the part of tuition fees covered by scholarships, financial aid, or other education benefits.

MILITARY LEAVE
ARTICLE 29

Section 1. Employees belonging to the United States Military Reserves shall receive paid time off up to a maximum of thirty-four (34) days in any calendar year. The employee must be engaged in actual reserve operations and will be paid at his regular rate of pay during his absence. If the employee is "activated" into military action he will be paid the difference between his U.S. Government pay and his regular rate of pay for the duration of the employee's active duty.

LONGEVITY
ARTICLE 30

Section 1. Each full-time employee shall be entitled to a longevity benefit upon completion of five (5) full years of continuous service. Effective January 1, 2007 and for the life of the Agreement, the longevity benefit shall be nine dollars (\$9.00) per year of service, per month.

SHIFT DIFFERENTIAL
ARTICLE 31

Section 1. Full-time employees working the majority of their shift between the hours of 3:00 pm and 11:00 pm shall receive a shift differential of seventy cents (\$.70) per hour in addition to their base rate of pay. Full-time employees working the majority of their shift between the hours of 11:00 pm and 7:00 am shall receive a shift differential of eighty cents (\$.80) per hour in addition to their base rate of pay.

TEMPORARY ASSIGNMENT
ARTICLE 32

Section 1. A full-time employee may be temporarily assigned job duties and responsibilities other than those which he normally performs as deemed necessary by the Chief of the Department or his designee.

Section 2. A patrol officer who is assigned by the Employer to accept the full responsibilities and to carry out the full job duties as Officer-In-Charge of the shift shall be compensated at the Sergeant's rate of pay for all hours worked as Officer-In-Charge.

UNIFORMS
ARTICLE 33

Section 1. The Employer shall provide each newly hired full-time employee with the following uniforms and equipment within their first year of employment with the Police Department.

- 3 pair of slacks
- 2 winter shirts
- 2 summer shirts
- 1 trouser belt
- 2 regulation hats (1-winter, 1-summer)
- 1 reversible orange and black police raincoat
- 1 SAM brown belt*
- 1 leather holster to fit required duty weapon
- 2 pair handcuffs
- 2 handcuff case*
- 1 designated duty weapon as specified by the Chief of Police

- 1 additional ammunition carrier and carrying pouch
- 1 pair collar brass
- 1 whistle chain and whistle
- 1 name tag
- 25 shirt buttons and attachment equipment
- 1 baton ring
- Police shoulder patches
- 1 night stick
- 1 citation carrier
- 1 winter jacket & 1 lightweight jacket
- 1 bullet-proof-vest
- 1 latex glove belt holder
- 1 miniature high intensity flashlight with belt holster
- 2 APD logo polo shirts

*The City shall provide all officers with these articles once the item wears out.

The employer will furnish Employees assigned to any specialized unit other than the Detective Bureau with all equipment and uniform apparel prescribed and approved by the Chief of Police.

Section 2. If a newly-hired full-time employee of the City has previously been provided by the City with any of the items referenced in Section 1 while employed as a part-time police officer, then the City shall not be required to provide the same item to the officer as provided in Section 1.

Section 3. Each full-time employee who has completed one (1) full year of service with the police department shall be entitled to an annual uniform allowance account of \$950.00. Effective in 2016, each full-time employee who has completed one (1) full year of service with the police department shall be entitled to an annual uniform allowance of \$1,100.00. Each full-time employee with less than one full year of employment shall be entitled to a pro-rated uniform allowance. Such pro-rated allowance shall be accrued at the rate of \$79.17 per month. Effective in 2016, such pro-rated allowance shall be accrued at a rate of \$91.67 per month. Employees accruing a pro-rated uniform allowance during a calendar year within which they will attain one (1) full year of service shall have such pro-rated amount deducted from the applicable annual uniform allowance.

Each full-time employee who is assigned to any specialized unit, other than the Detective Bureau, shall receive an additional one hundred and fifty (\$150.00) dollars per year uniform allowance.

Section 4. The Uniform Allowance Account shall be utilized for the purchase of regulation uniforms and equipment and for the maintenance and cleaning of same as prescribed by the Chief of Police. Each year, Employees must submit a certification letter (Appendix A of this contract) to the employer stating the uniform allowance will be only be used for uniforms and equipment. Upon receipt of the certification letter and no later than February 15th of each year, the Employer shall issue each Employee a check for the total amount of clothing allowance.

Section 5. All uniforms and equipment shall be prescribed by the Chief of Police, and additional items may be authorized and approved as deemed appropriate.

Section 6. Whenever personal items required in the performance of police duties are damaged or destroyed while on duty, the City shall repair or replace same, provided that it is not otherwise recoverable, up to a maximum of one hundred and fifty (\$150.00) dollars. It is understood that in the event that personal items are damaged and that the repair costs are recoverable, the City will pay for the replacement, up to one hundred and fifty (\$150.00) dollars, and will be reimbursed by the Officer once he receives the reimbursement. This situation covers incidents where the damage was not the result of a negligent act of the Officer.

Section 7. In the event an employee's glasses, contact lenses, or dentures are damaged or destroyed on duty as a result of a job action and not accidental, the employer will reimburse the cost to replace those items.

MEDICAL INSURANCE
ARTICLE 34

Section 1. The Employer shall provide employees with medical, dental and vision insurance coverage comparable to the current insurance plans, except the following changes will be made with respect to:

a. Steerage

In Network Coverage: Co-pay 80/20; Deductible \$200.00 single/\$400.00 Family; Out of Pocket Maximum \$400.00 Single/\$800.00 Family.

Out-of Network Coverage: Co-pay 60/40; Deductible \$600.00 Single/\$1,200.00 Family; Out of Pocket Maximum \$1,200.00 Single/\$2,400.00 Family.

b. Prescription Drug Benefit

Co-pays as follows: Generic \$10.00; Brand Preferred \$20.00; Brand Non-preferred \$30.00.

c. Premium Contributions

Effective January 1, 2014 through December 31, 2015, employees will contribute eleven percent (11%) with no caps of the total COBRA rates for such insurance. Effective January 1, 2016, employees will contribute twelve percent (12%) with no caps of the total COBRA rates for such insurance.

Section 2. The Employer agrees to contribute the remaining portion of the premium costs for such insurance for the life of this Agreement. Effective April 1, 2014, the Employer also agrees, for the life of this Agreement, to contribute \$69.15 per month to the AFSCME Care Plan Fund for each employee in the bargaining unit. It is understood that the AFSCME Care Plan contribution rate shall remain constant through the duration of the Agreement. The coverage shall include:

- a. Vision Care III;
- b. Life Insurance II;
- c. Hearing Aid;
- d. Employee Assistance III; and
- e. Dental II-A

Section 3. The Employer may, during the life of this Agreement, change insurance carriers. Prior to any transfer of coverage to a comparable program with a new insurance carrier, the Employer will notify the Union and provide the Union the opportunity for review, questions, and comments.

Section 4. The parties agree to form an insurance committee to meet and discuss concerns relating to insurance coverage, administrative and cost issues, and to make recommendations to the administration to resolve insurance concerns. The City shall be represented by the Mayor/designee and the Union shall designate one member from each of the bargaining units as its representatives. Other non-police unions may participate in this committee. The committee shall meet on a quarterly basis or as needed to address areas of concern.

Section 5. The members of the bargaining unit shall participate in the Ohio Bureau of Workers' Compensation's 10 Step Drug and Alcohol Program.

Section 6. Any employee who is eligible for medical insurance and elects to decline coverage shall receive \$200.00 per month effective January 1, 2014, \$250.00 per month effective January 1, 2015 and \$300.00 per month effective January 1, 2016. Election of the option shall be made in writing to the Deputy Auditor during each yearly open enrollment period. Any employee who has elected to participate shall not be subject to PERS contribution, but shall be applicable to all other taxes. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through a qualifying event shall be provided insurance coverage as provided under this Article upon written notification to the Deputy Auditor and the stipend shall be pro-rated.

LIFE INSURANCE **ARTICLE 35**

Section 1. Effective April 1, 2014, each full-time employee of the police department shall be covered by a group life insurance policy in the amount of \$50,000.00 . Employees must complete the required forms and be approved by the carrier.

Section 2. The Employer agrees to pay the full cost for such coverage for each full-time employee for the life of this Agreement.

Section 3. Effective April 1, 2014, if an employee is killed in the line of duty, the City shall pay his beneficiary an additional sum of \$5,000.00.

LAYOFFS
ARTICLE 36

Section 1. Members of the bargaining unit may be laid off for lack of work or lack of funds.

Section 2. In the event of a layoff situation, members of the bargaining units will be laid off in accordance with departmental seniority (last hired first laid off) in the classification affected by the layoff. A sergeant subject to layoff may bump a patrol officer with less departmental seniority and assume the classification of patrol officer.

Section 3. A member of the bargaining unit who is laid off shall be subject to recall for a period of two (2) years.

Section 4. A recall from layoff will be based upon departmental seniority (last laid off, first recalled) in the classification affected by the recall.

Section 5. Before a full-time employee may be laid off, all part-time employees will be first laid off.

PROBATIONARY STATUS
ARTICLE 37

Section 1. The probationary status of newly hired patrolmen shall be for a period of one year exclusive of the time spent completing the state mandated police academy.

Section 2. Full-time employees promoted to the Sergeant's classification shall be on a non-contestable probationary period for six (6) months of active duty from the date of promotion. If during the probationary period, the Employer determines that such probationary employee shall be removed, he shall be returned to his former classification consistent with the applicable terms of this Agreement.

RETIREMENT
ARTICLE 38

Section 1. Any employee who has been employed with the department for a minimum of ten (10) years, and any other officer who has been seriously injured and/or killed in the line of duty, upon retirement, shall receive the employee's service weapon and the officer's badge.

FITNESS INCENTIVE
ARTICLE 39

Section 1. Full-time employees may participate and a voluntary, pass/fail bi-annual physical fitness test.

Section 2. In the event of passage, the Full-time employee shall receive three hundred and fifty (\$350.00) dollars, paid in a separate check, during the pay period the physical fitness test was conducted.

Section 3. Full-time employees wishing to take the physical fitness test shall assist in the setting up and taking down of the equipment.

SAVINGS CLAUSE
ARTICLE 40

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and affect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

PENSION PICK-UP
ARTICLE 41

Section 1. In accordance with the requirements of Section 414(h)(2) of the Internal Revenue Code ("the Code") and regulations and rulings there under, effective on or before 90 days from the date of execution hereof, the Employer shall "pick-up" the employee contributions that, pursuant to the Ohio Revised Code Chapter 742 ("Chapter 742") are required to be deducted from the salaries of employees who are covered by this Agreement and a members of the Police and Fireman's Disability and Pension Fund ("PFDFP"). Such pick-up shall not be considered additional salary for purposes of Chapter 742 and, therefore, shall not alter the amount of or character of contributions that are required to be paid to PFDFP by the Employer and the PFDFP covered employees. In addition, the pick-up shall not alter the amount of salary, wages, pay, earnings or other compensation of the covered employees for any other part of this Agreement, or for any other purpose, including without limitation, the determination of overtime, wages and/or sick pay, and the pick-up shall be deducted to reduce the employees' gross salaries. Pick-up employee contributions shall, to the extent permitted by the Code, be treated as excludable from the gross incomes of the covered employees. The Employer shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do by law or regulation.

ALCOHOL AND DRUG FREE WORKPLACE
ARTICLE 42

Section 1. Purpose:

It is the purpose of this Article to create an alcohol and drug free workplace which will enhance the health, safety, security and performance of members of the bargaining unit.

Section 2. Policy:

a. The illegal use, sale, manufacture, distribution, dispensation or possession of drugs on City property is absolutely prohibited. Reporting to work or working under the influence of alcohol or illegal drugs is also prohibited, except in the limited case of City sponsored activities as detailed below. Violation of this policy will result in disciplinary action up to and including termination.

b. For purposes of this Article, a person shall be deemed "under the influence of alcohol" if a Blood-Alcohol test is administered with a result of 0.04 (grams/210 L breath or higher) or an equivalent result from a blood test. Such Blood-Alcohol tests shall be ordered by the Chief or designee and shall be conducted at the Amherst Police Department by the most senior ranking BAC Data master operator available. Urine screens shall also be ordered by the Chief or designee and administered at the Amherst Police Department by the most senior ranking officer qualified to do so. If an employee is transported to a hospital for an injury in which alcohol or drug use is suspected, a blood or urine test may be administered by a qualified doctor, nurse, or laboratory technician.

c. Screening standards for drugs: the following are the threshold levels that shall be considered a positive result:

<u>Drug</u>	<u>Initial Screening Level</u>	<u>Confirmation Level</u>
Amphetamines	1000ng/ml	300ng/ml
Cocaine Metabolite	300ng/ml	150ng/ml
Cannabinoids	50ng/ml	15ng/ml
Phencyclidine (PCP)	2000ng/ml*	2000ng/ml

*25 ng/ml if immunoassay specific for free morphine.

Section 3. Testing for Suspicion.

Employees will be required to undergo a urine drug screening test and/or blood alcohol test when there is reasonable suspicion to conclude that they are under the influence of illegal drugs or alcohol during those times when an employee is on duty. Testing for reasonable suspicion will be conducted when an employee (a) reports to work or appears to be working under the influence of alcohol or illegal drugs, (b) when an employee admits to a supervisor being under the influence of alcohol or illegal drugs while on duty, and/or (c) following any workplace accident or other incident which suggests the employee is under the influence of alcohol or illegal drugs.

Section 4. Convictions.

Any conviction for an alcohol or drug-related criminal offense will be considered grounds for discipline, up to and including termination and will be reported to the Employer in accordance with the Drug Free Workplace Act of 1988. Discipline shall be in accordance with the Collective Bargaining Agreement.

Section 5. Testing.

a. All drug tests shall be conducted by laboratories certified by a Department of Health and Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, and control and split samples collection and testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test results in a positive shall have the right to request a certified copy of the testing results in which the Medical Review Officer shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

b. All specimens identified to the Medical Review Officer as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The result of this test shall be determinative.

c. In the event the confirmatory test confirms the result of the first test, the Employer may proceed with disciplinary sanctions. If the above drug testing produces a positive result, the employee may be suspended. If the employee is suspended, the employee will also be required to participate in a rehabilitation program. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program.

d. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of a controlled substance, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work which shall be at the expense of the Employer. Twenty-four (24) months after the employee has completed treatment, the employee's personnel file shall be purged of any reference to a drug or alcohol incident.

Section 6. Employee Training and Education.

The Employer shall educate employees and increase their awareness of the negative effects of alcohol and drug abuse on health and safety and inform employees about the use of the City's Employee Assistance Program.

Section 7. Searches.

The Employer reserves the right to conduct reasonable searches within any City owned facility when there is reason to suspect a violation of this policy, with prior notification and approval of the Mayor, Chief and review by Legal Counsel.

Section 8. Right to Privacy.

Information involving an employee's use of alcohol or illegal drugs shall be maintained in a confidential medical record. An employee's involvement in the Employer's Assistance Program shall be confidential except as to the following circumstances: (a) the employee consents in writing, (b) the law requires disclosure, and (c) it is believed that life or safety are threatened by failure to disclose.

Section 9. Driving Motor Vehicles.

An employee operating a motor vehicle on duty while under the influence of alcohol or illegal drugs shall be cause for disciplinary action, up to and including termination.

Section 10. Disciplinary Action.

Any and all disciplinary action resulting under this Article shall be administered in accordance with the disciplinary procedures set forth in the current collective bargaining agreement. An employee shall have the option to appeal any disciplinary action resulting from this Article through the appropriate grievance procedures as set forth in Article 12.

DURATION OF AGREEMENT
ARTICLE 43

Section 1. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016.

Section 2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days and no later than sixty (60) calendar days prior to the expiration of this agreement. If such notice is given, this agreement shall remain in effect until the parties reach agreement on a new contract.

Section 3. Nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment is reduced to writing and signed by both parties.

EXECUTION
ARTICLE 44

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 15th day of April, 2014.

FOR THE OPBA:

FOR THE EMPLOYER:

By: _____
W. Z. M. S. F.

By: David A. Taylor
Mark C. A.
John H. H.

APPENDIX A

LETTER OF CERTIFICATION

I, _____ do hereby certify that the tax free Uniform Allowance monies that I receive from the City of Amherst, will be used to purchase uniforms and equipment and to maintain those same uniforms and equipment during the tax year of 20_____.

Signature of employee