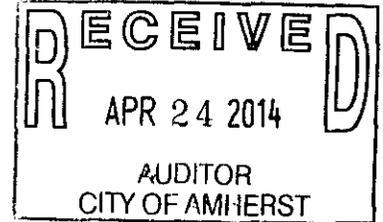


STATE EMPLOYMENT
RELATIONS BOARD

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14-MED-02-0117
1411-05
K# 30849



AN AGREEMENT

between

THE CITY OF AMHERST

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(Part-Time Patrol Officers)

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 (Part Time Patrol Officers) 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 Part Time Patrol Officers 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 Part Time Patrol Officer's Unit, 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 Part Time Patrol Officers 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 Part Time Patrol Officers as hired.

DUES DEDUCTION

ARTICLE 4

Section 1. The Employer agrees to deduct OPBA membership dues in accordance with this Article for all Part Time Patrol Officers 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 Part Time Patrol Officers in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the Part Time Patrolman. The signed payroll deduction form must be presented to the Employer by the Part Time Patrolman. 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. Part Time Patrol Officers in the bargaining unit may elect to pay union dues directly to the union without dues deduction by the employer. In such cases of non-payroll deduction, the employer will be notified (in writing) of the Part Time Patrol Officers exempt from the dues deduction

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 Part Time Patrolman 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 a Part Time Patrolman'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 Part Time Patrolman from the OPBA.

Section 5. The Employer shall not be obligated to make dues deductions from any Part Time Patrolman 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 Part Time Patrol Officers 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 III 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 in this Agreement, by decision of SERB, or otherwise required by law, the Employer shall have the exclusive right to administer the business of the City and the Police Department in addition to all other functions and responsibilities which are required by law. Specifically, the employer's exclusive rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall or to reprimand, suspend, discharge or discipline for just cause; to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment and program's;
- D. To determine the Police Department's goals, objectives and overall methods, process, means and personnel by which operations are to be conducted;
- E. To determine the size, composition and adequacy of the work force, to establish work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- F. To relieve employees from duty due to the lack of work, lack of funds or for other legitimate reasons which improve the economy or efficiency of the Police Department;
- G. To determine when a job vacancy exists and the qualifications required;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

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 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 verbal records of written 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 or 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 or federal law. Under no circumstances shall the release of any information,

whether required for release of not, negate the Employers' right to proceed with charges, investigations, discipline, or other corresponding actions. Members of the bargaining unit shall be notified by electron mail of third party requests to review their files.

Section 13. When a full time patrolman position becomes open, Part Time Officers will be notified by posting the position and interested and qualified Part Time Officers will be considered for the filling of the full time vacancy.

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 XII 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 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 Part Time Patrolman bargaining unit employee or the Employer that there has been 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.
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. Each employee who desires to be included in such grievance shall be required to sign 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 administrative 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 Part Time Patrol Officers.

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 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 MA, 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. A workweek shall run from 12:01am on Sunday to Saturday at midnight.

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 (1 1/2) for all such hours of overtime.

Section 3. The Employer shall distribute work hours as equally as possible with due regard to special bureaus and details within the Department. Any question(s) regarding the distribution of work hours 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. The Employer shall retain the right to have the employee engage in full, productive work in accordance with the job duties and responsibilities of his classification for the full four (4) hour period. Should the employee elect, with the approval of the Chief of Police or his designee, not to work the full four (4) hour period, the employee shall be compensated only for such hours actually worked.

Section 5. 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 (1 1/2) times their regular rate.

NOTICE SPACE

ARTICLE 19

Does not apply.

HOLIDAYS

ARTICLE 20

Section 1. The following nine (9) days listed below shall be considered and designated as paid holidays for all Part Time Patrol Officers:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
4 th of July	

Section 2. Part Time Patrol Officers shall be compensated, at time and one half (1 ½) of their regular rate of pay, for working said holidays.

VACATIONS

ARTICLE 21

Does not apply.

EDUCATION AND TRAVEL

ARTICLE 22

Section 1. Part Time Patrol Officers 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 (1) day designated as a training day. Should attendance be mandated by the Employer, Part Time Patrol Officers shall be compensated at the applicable rate for hours of attendance.

Section 4. Any Part Time Patrol Officers 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 (\$15.00) for dinner when meals are not otherwise provided. In addition, each Part Time Patrolman 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 Part Time Patrolman is permitted or required to use his personal automobile for City business he/she shall be reimbursed at the current I.R.S. established rate. The Chief or his designee shall approve all such requests.

Section 6. The Employer agrees to provide the ammunition and facilities necessary for firearms training and will compensate Part Time Patrol Officers as if working for two (2) hours for each qualification.

HEALTH AND SAFETY

ARTICLE 23

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.

SICK LEAVE

ARTICLE 24

Section 1. Sick Leave Accumulation. Each Part Time Patrolman shall accumulate four and six tenths (4.6) hours for every 80 hours of work. Said sick leave accumulation will be retroactive to August 1, 1998.

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.

Section 3. Uses of Sick Leave.

- 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.
 5. The death of a member in the immediate family of the employee
- 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, child or grandchild.

Section 4. Evidence Required for 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 5. 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 6. 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 7. 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 8. 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 9. A Part 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 (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.

Section 10. 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 11. 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 sick time for use after completion of FMLA leave.

Section 12. The employee shall participate in the Ohio Bureau of Worker's Compensation 10-Step Drug and Alcohol Program.

BEREAVEMENT LEAVE

ARTICLE 25

Does not apply.

INJURY ON DUTY

ARTICLE 26

Section 1. An employee who is disabled as a result of performing duties within the course and scope of his employment as a Part Time Patrolman of the City, if such disability prevents him from performing his duties, shall receive an insured benefit paid for by the employer of \$500.00 per week until the said employee is approved to return to work. The benefit will commence beginning on the fifth (5th) day of disability and will continue for a period not to exceed 2 years.

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 27

Does not apply.

COMPENSATION

ARTICLE 28

Section 1. Effective January 1, 2014 all regular part time patrol shall be compensated as set forth below:

January 1, 2014 – 2% wage increase	\$21.62 per hour
January 1, 2015 – 2% wage increase	\$22.05 per hour
January 1, 2016 – 1.5% wage increase	\$23.38 per hour

Those part-time patrol officers with ten (10 Years of civil law enforcement and one (1) year seniority with the Amherst Police Department will receive a wage increase at an hourly rate as listed below:

January 1, 2014 – 2% wage increase	\$24.44 per hour
January 1, 2015 – 2% wage increase	\$24.93 per hour
January 1, 2016 – 1.5% wage increase	\$25.30 per hour

COLLEGE TUITION

ARTICLE 29

Does not apply.

MILITARY LEAVE

ARTICLE 30

Does not apply.

LONGEVITY

ARTICLE 31

Does not apply.

SHIFT DIFFERENTIAL

ARTICLE 32

Section 1. For the purpose of computing shift premium pay, the Part Time Patrol Officers shall be afforded the exact same shift differential, as what the Full Time Patrol Officers are afforded according to the Full Time Patrol Officers and Sergeants contract.

TEMPORARY ASSIGNMENT

ARTICLE 33

Section 1. A part-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.

UNIFORMS

ARTICLE 34

Section 1. The Employer shall provide each newly hired Part Time Patrolman with the following uniforms and equipment within their first year of employment with the Police Department.

1. 2 pair of slacks - 1 pair of Class A and 1 pair of Class B pant
2. 2 winter shirts - 1 Class A and 1 Class B
3. 2 summer shirts - Class B
4. 1 trouser belt
5. 2 regulation hats (1-winter, 1-summer) with one rain cover
6. Reversible orange and black police raincoat
7. 1 SAM brown belt
8. 1 leather holster to fit required duty revolver
9. 1 pair handcuffs
10. 1 handcuff case

11. 1 designated duty weapon as specified by the Chief of Police
12. 1 additional ammunition carrier and carrying pouch
13. 1 pair collar brass for Class A uniform
14. 1 whistle chain and whistle for Class A uniform
15. 1 name tag
16. 25 shirt buttons and attachment equipment
17. 1 collapsible baton holder
18. Police shoulder patches*
19. 1 collapsible baton
20. 1 citation carrier
21. 1 winter jacket and 1 lightweight jacket or combination jacket with zip out liner at the employer's discretion
22. 1 bullet proof vest
23. 1 leather latex glove holder
24. 1 miniature high intensity flashlight with belt holster
25. 2 APD logo polo shirts
26. 1 Class A hat badge
27. 1 Class A breast badge

* The City shall provide all officers with Amherst Police shoulder patches when worn out.

Section 3. Each Part Time Patrolman who has completed one (1) full year of service with the police department shall be entitled to an annual uniform allowance account as follows:

\$650.00 for 400 hours worked and over

\$450.00 for 300 hours worked up to 399 hours

\$250.00 for 200 hours worked up to 299 hours

\$150.00 for 100 hours worked up to 199 hours

No uniform allowance for 0 hours to 99 hours worked

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 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 \$150.00. 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 \$150.00, 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: The Chief of Police shall create a policy specifying which of the items listed in Section 1 of this Article an employee must return to the employer prior to the employee's separation from employment.

MEDICAL INSURANCE

ARTICLE 35

Does not apply.

LIFE INSURANCE

ARTICLE 36

Section 1. Each Part Time Patrol Officer shall be covered by a group life insurance policy in the amount of \$50,000.00 upon successful completion of their probationary period. Employees must complete the required forms and be approved by the carrier. The employer agrees to pay the full cost for such coverage for each Part Time Patrol Officer for the life of the agreement.

LAYOFFS

ARTICLE 37

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 unit 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 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.

PROBATIONARY STATUS

ARTICLE 38

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

RETIREMENT

ARTICLE 39

Does not apply.

FITNESS INCENTIVE

ARTICLE 39

Does not apply.

SAVINGS CLAUSE

ARTICLE 41

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 42

Does not apply.

ALCOHOL AND DRUG FREE WORKPLACE

ARTICLE 43

The employee shall participate in the Ohio Bureau of Worker's Compensation 10-Step Drug and Alcohol Program as outlined below:

Step 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.

Step 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 employee who is certified to operate the Department's state-approved testing equipment. 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	1000 mg/ml	300 mg/ml
Cocaine Metabolite	300 mg/ml	150 mg/ml
Cannabinoids	50 mg/ml	15 mg/ml
Phencyclidine (PCP)	2000 mg/ml*	2000 mg/ml

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

Step 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.

Step 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.

Step 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.

Step 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.

Step 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.

Step 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 is threatened by failure to disclose.

Step 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.

Step 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.

SENIORITY
ARTICLE 44

Does not apply.

DURATION OF AGREEMENT

ARTICLE 45

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 nor 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.

EXECUTION

ARTICLE 46

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:

BY:

[Signature]
[Signature]

FOR THE EMPLOYER:

BY:

[Signature]
[Signature]

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

Date