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**AN AGREEMENT**

**between**

**THE CITY OF AMHERST**

**and**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**(Part-Time Dispatchers)**

**EFFECTIVE: January 1, 2017**

**EXPIRES: December 31, 2019**

**2016-MED-09-0892**

**TABLE OF CONTENTS**

ARTICLE 1	PREAMBLE .....	4
ARTICLE 2	PURPOSE AND INTENT .....	4
ARTICLE 3	RECOGNITION .....	4
ARTICLE 4	DUES DEDUCTION .....	4
ARTICLE 5	AGENCY SHOP .....	5
ARTICLE 6	MANAGEMENT RIGHTS .....	6
ARTICLE 7	EMPLOYEE RIGHTS .....	7
ARTICLE 8	NO STRIKE .....	8
ARTICLE 9	DISCIPLINE .....	8
ARTICLE 10	OPBA BUSINESS .....	9
ARTICLE 11	LABOR MANAGEMENT MEETINGS .....	9
ARTICLE 12	GRIEVANCE PROCEDURE .....	9
ARTICLE 13	ARBITRATION PROCEDURE .....	11
ARTICLE 14	NON-DISCRIMINATION .....	12
ARTICLE 15	GENDER AND PLURAL .....	12
ARTICLE 16	OBLIGATION TO NEGOTIATE .....	13
ARTICLE 17	CONFORMITY TO LAW .....	13
ARTICLE 18	WORK HOURS AND OVERTIME COMPENSATION .....	13
ARTICLE 19	NOTICE SPACE .....	14
ARTICLE 20	HOLIDAYS .....	15
ARTICLE 21	VACATIONS .....	15
ARTICLE 22	EDUCATION AND TRAVEL .....	15
ARTICLE 23	HEALTH AND SAFETY .....	16

**PREAMBLE**

**ARTICLE 1**

**Section 1.1.** 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, hereinafter referred to as "the OPBA".

**PURPOSE AND INTENT**

**ARTICLE 2**

**Section 2.1.** In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer and the OPBA 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 Employer; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To avoid a basis for the adjustment of matters of mutual interest by means of amicable discussion.

**RECOGNITION**

**ARTICLE 3**

**Section 3.1.** The Employer agrees that it has and will continue to recognize the OPBA as the exclusive representative for negotiating wages and salaries, and all other terms and conditions of employment for all regular part-time dispatchers on the Amherst Police Department.

**Section 3.2.** The Employer will furnish the OPBA with a list of all employees in the classification 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 in the classification as hired.

**DUES DEDUCTION**

**ARTICLE 4**

**Section 4.1.** 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 4.2.** 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 cards 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 4.3.** 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 4.4.** 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 4.5.** 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 4.6.** 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 4.7.** 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**

**Section 5.1.** 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.

**Section 5.2.** 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 V 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 6.1.** 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.

**Section 6.2.** 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 7.1.** An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations.

**Section 7.2.** An employee who is to be questioned as a suspect in any investigation of any criminal charge against her shall be advised of her constitutional rights before any questioning starts.

**Section 7.3.** 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, she shall be advised that her refusal to answer such questions or participate in such investigation will be the basis of such a charge.

**Section 7.4.** 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 7.5.** An employee will be informed of the nature of any investigation of herself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, she shall be so advised.

**Section 7.6.** An employee may request an opportunity to review his or her personnel file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**Section 7.7.** 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 7.8.** 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 7.9.** 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 or arbitration hearing and will be removed from the employee's personnel file.

**Section 7.10.** 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.

**NO STRIKE**  
**ARTICLE 8**

**Section 8.1.** 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 8.2.** 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 the 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 8.3.** 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 8.4.** The Employer shall not lock out any employees for the duration of this Agreement.

**DISCIPLINE**  
**ARTICLE 9**

**Section 9.1.** All non-probationary employees covered by this Agreement shall be disciplined only for just cause.

**Section 9.2.** 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 9.3.** Whenever the Employer and/or his designee determine that there may be cause for an employee to receive a verbal recorded reprimand or a written reprimand, that employee shall receive a copy of the reprimand.

**Section 9.4.** Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the OPBA present at any such pre-disciplinary conference.

**Section 9.5.** It is the intent of the parties that no section of the state or local civil service laws involving suspension, reduction and/or discharge shall apply to employees in the bargaining unit.

**Section 9.6.** An employee will submit to substance abuse testing procedures if the employee is suspected of substance abuse and the City directs an employee to do so. The cost of the testing shall be borne by the City. Discipline resulting from substance abuse will be handled on an individual basis. Grievances involving substance abuse may be initiated at the second step of the grievance procedure.

**OPBA BUSINESS**  
**ARTICLE 10**

**Section 10.1.** The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operation needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the supervisor of the shift. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances and at meetings at which the Employer requests a representative to be present during his regular working hours.

**LABOR MANAGEMENT MEETINGS**  
**ARTICLE 11**

Does not apply.

**GRIEVANCE PROCEDURE**  
**ARTICLE 12**

**Section 12.1.** The term "grievance" shall mean an allegation by a 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 12.2.** 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 12.3.** 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 incidence giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

**Section 12.4.** 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 12.5.** 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 12.6.** For purposes of this Article, workdays shall be defined as Monday through Friday and shall exclude Saturday and Sunday.

**Section 12.7.** 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) work days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) work days following the date on which the supervisor was presented the grievance. .

**Step 2:** If the grievance is not resolved in Step 11 the employee with the appropriate OPBA Officer, if the former desires, shall reduce the grievance to writing and shall within five (5) work days, refer the grievance to the Chief of the Police Department (hereinafter referred to as the Chief) or his designee at Step 2 of the grievance procedure. The Chief or his designee shall have five (5) work days in which to schedule a meeting, if he deems such necessary I with the aggrieved employee and his representative. The Chief or his designee shall investigate and respond to the grievance within five (5) work days 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 (hereinafter referred to as the Director) or his designee within five (5) work days after receiving the Step 2 reply. The Director or his designee shall have five (5) work days in which to schedule a meeting with the aggrieved employee and her appropriate OPBA representative, if the former desires. The Director or his designee shall investigate and respond in writing to the grievant and/or appropriate OPBA representative within ten (10) work days following the meeting.

## **ARBITRATION PROCEDURE**

### **ARTICLE 13**

**Section 13.1.** 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 Federal Mediation and Conciliation Service Association to submit a panel of arbitrators and will choose one by the alternative strike method. Either party can reject a list submitted by FMCS, but no more than two (2) times.

**Section 13.2.** 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 13.3.** The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

**Section 13.4.** 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 13.5.** 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 13.6.** 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.

**Section 13.7.** If a claim for back pay is raised and arbitrability is not at issue, the City shall not be required to pay back wages for more than two (2) contractual years.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less other earned income, less unemployment and/or workers or disability compensation that he/she may have received during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

**NON-DISCRIMINATION**  
**ARTICLE 14**

**Section 14.1.** The Employer 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 14.2.** The OPBA expressly agrees that membership in the OPBA is at the option of the employees and that it will not discriminate with respect to representation between members and non-members.

**Section 14.3.** Nothing herein shall restrict the right of the City 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 15.1.** 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 16.1.** 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 exercise of that right and opportunity are set forth in this Agreement.

**Section 16.2.** 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.

**CONFORMITY TO LAW**

**ARTICLE 17**

**Section 17.1.** 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 17.2.** 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 18.1.** Work hours and assignments will be established by the employer. A workweek shall be defined as 12:01am Sunday through Saturday midnight.

**Section 18.2.** The Employer shall distribute work hours as equally as possible with due regard to special bureaus and details within the Department. Any questions regarding the distribution of work hours shall be the proper subject of a labor/management meeting.

**Section 18.3.** 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. 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/her 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 18.4.** Employees who are required on an involuntary basis by the Employer to double back (i.e., 8 to 10 hours on, 8 to 10 hours off, then 8 to 10 hours on) shall be paid one and one-half (1 ½) times their regular rate of pay for any double back hours.

**Section 18.5.** 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 ½) for all such hours of overtime.

**Section 18.6.** Any employee, who works an eight (8) hour shift without a thirty minute (30) break covered by officer in charge or another dispatcher due to manpower shortage or busy shift, shall be compensated at the employee's rate of pay for one half hour. Making the total hours paid eight and a half (8 ½) straight hours.

**Section 18.7.** An employee who works the entire third shift on the night when time "springs forward," daylight savings time, shall be paid for eight (8) hours. If an employee is called in early or held over on the third shift on the night when time "springs forward," that employee shall also be paid for any additional hours worked. For example, if an employee is held over by two hours, he or she shall be paid for ten (10) hours.

## **NOTICE SPACE** **ARTICLE 19**

**Section 19.1.** The Employer agrees to provide bulletin board space for notice for use by the OPBA.

**Section 19.2.** All OPBA notices, which appear on the bulletin boards, shall be signed, posted and removed by the OPBA Officers during non-work time. All notices are limited to A through G only.

- A. OPBA recreational and social affairs;
- B. Notice of OPBA meetings;
- C. OPBA appointments;
- D. Notice of OPBA elections;
- E. Results of OPBA elections;
- F. Reports of non-political arms of the OPBA; independent non-political arms of the OPBA, and;
- G. Non-political publications, rulings or policies of the OPBA.

**Section 19.3.** No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except in the designed area for use by the OPBA.

**Section 19.4.** Violation of any provisions of this Article shall subject the OPBA to revocation of posting privileges by the Employer.

**Section 19.5.** The Employer shall distribute work hours as equally as possible with due regard to special bureaus and details within the Department. Any questions regarding the distribution of work hours shall be the proper subject of a labor/management meeting.

**HOLIDAYS**  
**ARTICLE 20**

**Section 20.1.** The following nine (9) days listed below shall be considered and designated as paid holidays for all part-time dispatchers:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

**Section 20.2.** Part-time dispatchers shall be compensated at a rate of time and one half (1 ½) when working during any of the designated holidays.

**Section 20.3.** On Christmas Eve and Christmas Day, double-time will be paid for any hours worked over a regularly assigned 8-hour daily shift. For double-time to apply the original regularly scheduled 8-hour shift must have started after 5:59 a.m. on December 24<sup>th</sup> (Christmas Eve). No double time hours will be paid after 6:00 a.m. on December 26<sup>th</sup>.

**VACATIONS**  
**ARTICLE 21**

Does not apply.

**EDUCATION AND TRAVEL**  
**ARTICLE 22**

**Section 22.1.** Part-time dispatchers 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 22.2.** If the Chief deems it necessary, he may require an employee to attend any work-related school, training session, or seminar.

**Section 22.3.** 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 dispatchers shall be compensated at the applicable rate for hours of attendance.

**Section 22.4.** Any part-time dispatcher 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 22.5.** 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.

## **HEALTH AND SAFETY**

### **ARTICLE 23**

Does not apply.

## **SICK LEAVE**

### **ARTICLE 24**

**Section 24.1. Sick Leave Accumulation.** Each Part-time Dispatcher shall accumulate four and six tenths (4.6) hours for every 80 hours of work. Said sick leave accumulation will be retroactive to February 7, 1999.

**Section 24.2. 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 24.3. 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.
- 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, grandchild and step-child (minor child/stepchild residing with employee.)

**Section 24.4. 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 24.5. 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 24.6. 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 24.7. 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 24.8. 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. The cost of such examination shall be paid by the City.

**Section 24.9.** Any employee may elect to donate some or all of their accumulated unused sick time to another Amherst Police Department Employee only with the approval of the Chief of Police and the Safety Service Director.

**Section 24.10.** 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 24.11.** 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 24.12.**      **Extended Sick Leave.** Should the need arise for a part-time employee to be on extended sick leave as outlined under the terms of the CBA and/or policy, the employee will utilize sick time as follows:

- a) After their Field Training Program is completed, the Part time employee must have twelve (12) monthly and consecutive Unavailability Sheets on file.
- b) Extended sick time will be granted as outlined below if during the previous twelve (12) monthly “unavailability sheets” the part-time employee has made themselves available to work at least two of the three shifts. (example – day shift and afternoon shift, or afternoon shift and night shift) on six (6) of the following nine (9) paid holidays listed in Article 20, Section 1: (currently: New Year’s Eve, New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day).
- c) The part-time employee only needs to show they offered to work sixteen (16) hours on these shifts, not actually worked, unless they were scheduled to work.
- d) The Employer shall be responsible for promulgating rules and regulations for scheduling procedures and the distribution or use of extended sick leave.

Payment of sick leave for qualifying employees:

- a) The maximum weeks allowed for any extended sick leave will be six (6) weeks during the calendar year.
- b) Weekly extended sick leave will be calculated by the average hours worked by the part-time employee during the previous eight (8) weeks, or a maximum of twenty (20) hours per week, whichever is greater.
- c) Payment shall not exceed what is in the part-time employee’s sick bank.

**Section 24.13.**      A part-time employee with twelve (12) or more years of service with the Amherst Police Department, will, at the time of separation, in good standing, be paid up to a maximum of two hundred forty (240) hours of accrued sick leave.

**Section 24.14.**      The employee shall participate in the City’s Drug Free Safety Policy.

**BEREAVEMENT LEAVE**  
**ARTICLE 25**

Does not apply.

**INJURY ON DUTY**  
**ARTICLE 26**

**Section 26.1.** An employee who is disabled as a result of performing duties within the course and scope of his employment as a part-time dispatcher 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 (5<sup>th</sup>) day of disability and will continue for a period not to exceed 2 years.

**Section 26.2.** 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 28.1.** Effective January 1, 2017 all regular part-time employees shall be compensated as set forth below:

<u>Length of Service</u>	<u>Hourly Rate</u>
Start	\$13.93
After FTO program complete	\$17.93
*With 4,160 hours of work	\$18.95

\*(After working as a dispatcher for the Amherst Police Department and accumulating a total of 4,160 hours an employee shall be eligible for an increase of \$1.00 per hour).

**Section 28.2.** Effective January 1<sup>st</sup>, 2018, all regular part-time employees shall be compensated as set forth below:

<u>Length of Service</u>	<u>Hourly Rate</u>
Start	\$14.21

After FTO program complete \$18.29

With 4,160 hours of work \$19.33

**Section 28.3.** Effective January 1, 2019, all regular part-time employees shall be compensated as set forth below:

<u>Length of Service</u>	<u>Hourly Rate</u>
Start	\$14.43
After FTO program complete	\$18.57
With 4,160 hours of work	\$19.62

**Note:** The City at its discretion may start new hires at any of the aforementioned pay scale.

**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 32.1.** For the purpose of computing premium pay, shifts shall be defined as follows:

1st shift known as day shift: The majority of working hours between 6:00 a.m. and 2:00 p.m.

2nd shift known as afternoon shift: The majority of working hours between 2:00 p.m. and 10:00 p.m.

3rd shift known as night shift: The majority of working hours between 10:00 p.m. and 6:00 a.m.

**Section 32.2.** Effective July 1, 2008, all part time dispatchers working the second shift shall receive a shift differential of seventy (\$.70) per hour in addition to their base rate of pay.

**Section 32.3.** Effective July 1, 2008, all part time dispatchers working the third shift shall receive a shift differential of eighty (\$.80) per hour in addition to their base rate of pay.

### **TEMPORARY ASSIGNMENT**

#### **ARTICLE 33**

Does not apply.

### **UNIFORMS**

#### **ARTICLE 34**

**Section 34.1.** Effective at the signing of this contract and after completion of 400 training hours, or with the approval of the Chief of Police, each newly hired employee shall be entitled to a uniform allowance of \$250.00. Until newly hired employee completes the required training hours or obtains uniforms, professional attire will be required to be worn as designated by the Chief of Police. The employee will use the allowance toward the purchase of at least the following regulation and required items:

1. One winter (long sleeve) uniform shirt
2. One summer (short sleeve) uniform shirt
3. One pair of collar brass
4. One name tag
5. Regulation Sweater (optional)
6. Embroidered polo shirts (optional)

Additional items such as pants, shoes, socks or stockings may be purchased by the employee as long as the item(s) meet current regulations and standards prescribed by the Chief of Police.

Department ID, badge, keys and shoulder patches will be issued to newly hired employees and will remain the property of the city. These items shall be returned to the city once the employee is no longer employed.

**Section 34.2.** The Uniform Allowance shall be utilized for the purchase and maintenance of regulation uniforms as prescribed by the Chief of Police. Each part-time dispatcher will be provided uniform allowance based on the number of hours they have worked the previous year as follows:

0 to 199 hours worked:	\$000.00
200 to 299 hours worked:	\$200.00
300 to 399 hours worked:	\$350.00
400 or more hours worked:	\$500.00

**Section 34.3.** The uniform allowance account shall be utilized for the purchase and maintenance of regulation uniforms as prescribed by the Chief of Police. Employees must submit valid receipts, purchase orders, or a letter of certification for IRS purposes, stating the allowance will be used for uniform purchases. Such check will be issued no later than February 15<sup>th</sup> of each year.

**MEDICAL INSURANCE**

**ARTICLE 35**

Does not apply.

**LIFE INSURANCE**

**ARTICLE 36**

**Section 36.1.** Each Part-time dispatcher 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 Dispatcher for the life of this employment.

**LAYOFFS**

**ARTICLE 37**

Does not apply.

**PROBATIONARY PERIOD**

**ARTICLE 38**

**Section 38.1.** Each regular part-time dispatcher shall be on a non-contestable probationary period prior to the completion of one thousand (1,000) hours worked.

**RETIREMENT**

**ARTICLE 39**

Does not apply.

**FITNESS INCENTIVE**

**ARTICLE 40**

Does not apply.

**SAVINGS CLAUSE**

**ARTICLE 41**

**Section 41.1.** In the event anyone 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 effect. 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**

**Step 43.1. 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 43.2. Policy**

The parties agree to add as an addendum to the Agreement the current City policy on “Drug Free Workplace”. The parties further agree that in the event there are modifications proposed for the Drug Free Workplace policy the parties will meet to review such changes in the policy as well as the effects of changes in the policy.

**SENIORITY**

**ARTICLE 44**

Does not apply.

**DURATION OF AGREEMENT**

**ARTICLE 45**

**Section 45.1.** This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019.

**Section 45.2.** 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 45.3.** 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.

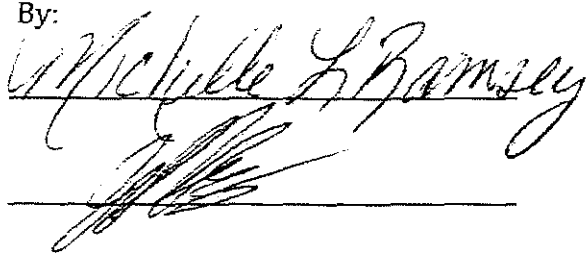
**EXECUTION**  
**ARTICLE 46**

**Section 46.1.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20th day of April, 2017.

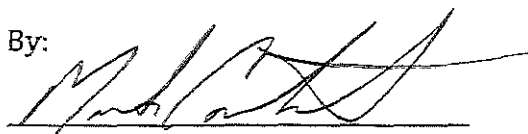
**FOR THE OPBA:**

**FOR THE EMPLOYER:**

By:

  
\_\_\_\_\_  
\_\_\_\_\_

By:

  
\_\_\_\_\_  
\_\_\_\_\_

**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