



**AN AGREEMENT**

**Between**

**THE CITY OF AMHERST**

**and**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**(Full-Time Dispatchers)**

**Effective: January 1, 2023**

**Expires: December 31, 2025**

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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, hereinafter referred to as "the OPBA".

**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 agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time dispatchers on the Amherst Police Department.

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

**DUES DEDUCTION**

**ARTICLE 4**

**Section 1.** The Employer will deduct dues on a monthly basis in whatever sum is authorized by the OPBA from the pay of any bargaining unit members covered by this Agreement upon receipt from the OPBA of individual written authorization cards voluntarily executed by bargaining unit members for that purpose and bearing their signature. All deductions under this Article, accompanied by a list of all bargaining unit members for whom deductions have been made, will be transmitted to the OPBA no later

than the fifteenth day following the end of the pay period in which the deduction is made bargaining unit members.

**Section 2.** The OPBA agrees to hold the Employer harmless from all liabilities and damages which may arise from the performance of its obligations under this Article.

**Section 3.** The Employer's obligation to checkoff OPBA dues will terminate when any bargaining unit member separates employment, transfers to a job classification outside the bargaining unit, or properly notifies the Employer and the OPBA in writing that they have revoked their dues checkoff authorization in accordance with the terms and conditions of the card. Copies of the bargaining unit members' dues checkoff cards are available from the OPBA upon request.

**Section 4.** The Employer will not be obligated to make dues deductions from any bargaining unit members who, during any dues month involved, have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues, bargaining unit members.

**Section 5.** The parties agree that neither the bargaining unit members nor the OPBA will have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) 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.

## **AGENCY SHOP**

### **ARTICLE 5**

**Section 1.** There is no fair share fee. In the event any State or Federal body with authority over the Employer reinstates fair share fee, the parties will meet to renegotiate this Section of the Agreement within thirty (30) days.

## **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 management 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 programs;
- 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;
- L. To determine and implement necessary actions in emergency situations.

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

## **EMPLOYEE RIGHTS**

### **ARTICLE 7**

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

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

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

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

**Section 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 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.** 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.** 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 9.** 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 will be removed from the employee's personnel file.

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

**Section 2.** Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

**Section 3.** The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

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

**DISCIPLINE**

**ARTICLE 9**

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

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

**Section 3.** Prior to any discipline being imposed, the non-probationary employee shall



be given the specific reasons for the proposed disciplinary action and other related information pertaining to the disciplinary action and the employee will be given an opportunity to respond.

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

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

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

#### **OPBA BUSINESS**

##### **ARTICLE 10**

**Section 1.** The 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 operational 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 any meetings at which the Employer requests a representative to be present during his regular working hours.

#### **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.

#### **GRIEVANCE PROCEDURE**

##### **ARTICLE 12**

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

**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 (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) workdays in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief or his designee 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 (hereinafter referred to as the Director) or his designee within five (5) workdays after receiving the Step 2 reply. The Director or his designee 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 or his designee shall investigate and respond in writing within ten (10) workdays following the meeting. If the grievant is not satisfied with the decision at Step 3, he/she 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 Federal

Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method. Any party can reject a list submitted by FMCS, 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. 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.

**Section 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.

- A. 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.

No decision in anyone case shall require a retroactive wage adjustment in any other case.

## **NON-DISCRIMINATION**

### **ARTICLE 14**

**Section 1.** The Employer and the OPBA agree not to discriminate against any employee(s)

on the basis of race, religion, color, creed, sex, national origin, age 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 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 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 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.

**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 affect the validity of the surviving portions of this Agreement, which shall remain in full force and affect as if such invalid portion had not been included herein.

**WORK HOURS AND OVERTIME COMPENSATION**

**ARTICLE 18**

**Section 1.** Work hours, assignments and schedules shall be established by the Employer. The regular base work week for full-time employees shall consist of forty (40) hours within a seven (7) consecutive day period with scheduled days off to be in succession. Should a reduction in hours of the regular base work week become necessary for reasons of economy or efficiency as determined by the Employer, the Employer shall first meet with the OPBA to discuss such matters prior to instituting any changes. The workday will consist of eight (8) consecutive hours, inclusive of a thirty (30) minute paid lunch period. If due to manpower shortages and a busy shift, no lunch break is able to be given, the dispatcher will be paid time and one-half for the missed lunch break. The Officer-in-Charge shall schedule the lunch break.

**Section 2.** All employees for work performed in excess of forty (40) hours in any five (5) consecutive day period, when approved by the supervisor or the Police Chief, shall be compensated at the employee's election, either at (a) the rate of one and one-half (1½) times the employee's regular hourly rate for all overtime, or (b) compensatory time computed at the same rate to be taken in the future as approved by the Chief of Police. For purposes of overtime computation, holidays, vacation hours, and compensatory time shall be included in determining the total number of hours worked.

**Section 3.** Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours. An employee who, upon resignation, death, retirement, or other termination of employment, has accumulated compensatory time, shall be paid for such accumulated compensatory time based upon the employee's then prevailing regular hourly rate.

**Section 4.** Compensatory time may be used with the approval of the Chief or his designee.

**Section 5.** 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 not 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. The employee will receive any shift differential if the majority of the four (4) hours worked would fall under Article 30, Section 2 of this Agreement.

**Section 6.** When overtime hours are offered to full-time dispatchers, the Employer will endeavor to balance overtime opportunities among full-time dispatchers.

**Section 7.** Dispatchers assigned to the task of training a new dispatcher shall be paid at their regular rate of pay plus 12% for each hour actually training a new dispatcher, or the Field Training Officer may elect to receive 1.0 hr. comp time for each eight (8) hour training day.

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

**Section 9.** All employees who are required on an involuntary basis by the Employer to work beyond their scheduled time shall be paid one and one-half (1½) times their regular rate of pay.

**Section 10.** 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.

**Section 11.** Court Time. Unless notified of a cancellation at least 2 (two) hours prior to a court appearance, employees who appear in court outside of their regularly scheduled shift shall be paid a minimum of four (4) hours at one and one-half (1 ½) times their regular rate.

**NOTICE SPACE**

**ARTICLE 19**

**Section 1.** The Employer agrees to provide bulletin board space for notice for use by the OPBA.

**Section 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 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 4.** Violation of any provisions of this Article shall subject the OPBA to revocation of posting privileges by the Employer.

**HOLIDAYS**

**ARTICLE 20**

**Section 1.** The following thirteen (13) days listed below shall be considered and designated as paid holidays for all full-time employees:

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

If the state or federal government creates a new holiday, the parties will meet within thirty (30) days to bargain on the issue of holidays.



At the beginning of each new year (January 1<sup>st</sup>) each employee will start with a bank of one hundred four (104) hours for the new year. Holiday hours may be taken at any time during the calendar year, however such hours are not considered earned by the employee until the holiday in which the hours are associated has actually occurred. In the event that an employee is separated from employment for any reason, the employee will be required to reimburse the City for all holiday hours taken in excess of the amount of hours actually earned by the employee, and the City reserves the right to deduct such hours from the employee’s final payment of wages or other benefits.

**Section 2.** Employees shall be compensated, at the base rate of pay, for said holidays, provided the employee is in active pay status during the week within which they were observed. For purposes of this Section, “active pay status” shall mean: hours actually worked; sick leave; vacation leave; or compensatory time. Employees may choose their holiday time off upon the approval of the Chief of the Department.

**Section 3.** All full-time employees shall be entitled to one (1) personal holiday. Employees may choose their personal day off upon the approval of the Chief of the Department.

**Section 4.** If an employee’s shift starts on any holiday listed in Section 20.1 they shall be entitled to pay for such time worked at one and one-half (1 ½) times their regular base pay for the entire shift. The selection of holiday pay or holiday time off at a later date shall be at the discretion of the employee and such notice shall be given to the City within the pay period such holiday is worked. The employee may take pay in lieu of time off for any unused hours in their holiday bank by notifying the Chief of Police that they would like to do so.

**Section 5.** Employees working overtime on Christmas Eve or Christmas Day shall be compensated at double (two times) their rate of pay for such overtime worked.

**VACATIONS**

**ARTICLE 21**

**Section 1.** Full-time employees who have completed one (1) full year of continuous service with the Employer shall be entitled to vacation with pay. The amount of vacation leave to which an employee is entitled shall be based upon continuous length of service as follow:

<u>Length of Service</u>	<u>Vacation Hours</u>
After 1 year	80
Five (5) years but less than ten (10) years	120
Ten (10) years but less than fifteen (15) years	160
Fifteen (15) years but less than twenty-five (25) years	200

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

**Section 2.** An employee shall become eligible for vacation leave on his anniversary date. Vacation will be computed based on a full-time employee's years of service with PERS in the field of law enforcement. Vacations shall not be cumulative and shall be taken during the applicable calendar year or cashed out during the applicable calendar year or forfeited, except as otherwise provided in Section 3 herein.

**Section 3.** All vacations shall be scheduled and approved in advance by the department head or his designee, as deemed appropriate. An employee shall be compensated for such vacation time at the regular rate of pay and shall not be credited with such vacation hours for the purposes of computing overtime.

**Section 4.** An employee leaving the service of the Employer shall be entitled to pay for any accrued but unused vacation time.

**Section 5.** Employees shall be allowed to schedule their vacation time to abut their scheduled days off, before and after vacation. Employees may request to take holiday time or personal time with said vacation; however, approval of such requests shall be at the sole discretion of the Chief or his designee.

## **EDUCATION AND TRAVEL**

### **ARTICLE 22**

**Section 1.** When attendance at a school or training session is required by the Employer, the employee shall be compensated at the appropriate hourly rate for such training hours not to exceed eight (8) hours for any day designated as a training day. Reasonable expenses related to such training as described herein (\$12.00 for breakfast, \$18.00 for lunch, and \$25.00 for dinner) shall be paid by the City provided the employee submits receipts for such expenses and said receipts are approved by the Chief or his designee. An employee will be provided an unmarked, city-owned vehicle for transportation to and from the school. If no unmarked vehicle is available, the employee will have the option of taking his/her personal vehicle and be reimbursed mileage at the current IRS rate.

**Section 2.** When attendance at a school or training is not required but is approved by the Chief or his designee, the Employer shall pay for tuition and textbooks upon successful completion of a "C" or better.

**HEALTH AND SAFETY**

**ARTICLE 23**

*Does not apply.*

**SICK LEAVE**

**ARTICLE 24**

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

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

**Section 3. Uses of Sick Leave.** 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/her 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/her 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. 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 stepchild.

**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.** The employee may 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. The cost of such examination shall be paid by the City.

**Section 9.** A full-time employee with twelve (12) or more years of service with the Amherst Police Department, may at the time of separation, elect to be paid in cash for one-fourth (1/4) of up to sixteen hundred hours (1600) 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. Upon the death of an employee with twelve (12) or more years of service with the Amherst Police Department payment under this paragraph will be paid to the employee's city life insurance beneficiary.

A full-time employee with twenty-five (25) or more years of service with the Amherst Police Department, may at the time of retirement, elect to be paid in cash for one-half (1/2) of up to two thousand (2000) 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 one thousand (1000) hours.

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

**Section 11.** If, during the calendar year, a member of the bargaining unit uses less than eight (8) hours of sick leave, they may select to convert up to 24 hours of sick leave into compensatory time. In order to receive this conversion, the member must request it within the first month of the following year in which it is earned.

**Section 12. Absent Day Reserve Plan.**

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

**BEREAVEMENT LEAVE**

**ARTICLE 25**

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

**Section 2.** Each full-time employee shall be granted up to two (2) days of leave with pay to attend the funerals of grandparents-in-law, sisters-in-law, brothers-in-law, sons-in-law and daughters-in-law, step-grandparents, aunts and uncles.

**Section 3.** Each full-time employee with the approval of the Chief of Police can elect to take additional leave utilizing sick leave hours not to exceed two (2) days. If denied by the Chief the employee may immediately appeal to the Mayor.

**INJURY ON DUTY**

**ARTICLE 26**

**Section 1.** An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, but for a period not to exceed one hundred eighty (180) work days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service-related disability within the meaning of this Section is incurred, the first ten (10) days of said service-related disability shall be charged to said employee's accumulated sick leave credit, or if less than ten (10) days accumulated sick leave is available, the existing sick leave credit then available shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

**Section 2.** Any employee who obtains a paid leave under this Article shall file for workers' compensation and sign a waiver assigning the City those sums of monies (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

**Section 3.** Certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Chief before the last day of each week which disability occurred or continues, or more often, if requested to do so by the Chief or his designee, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

**JURY DUTY LEAVE**

**ARTICLE 27**

**Section 1.** Any employee who is called for jury duty, either federal, county or municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

**COMPENSATION**

**ARTICLE 28**

Dispatcher	Effective 1-1-2023	Effective 1-1-2024	Effective 1-1-2025
Starting	\$ 23.00	\$ 23.70	\$ 24.40
1 Year	\$ 24.50	\$ 25.51	\$ 26.52
2 Years	\$ 26.00	\$ 27.32	\$ 28.64
3 Years	\$ 27.50	\$ 29.14	\$ 30.77
Evidence Technician 3% above 3+ yr Dispatcher	\$ 28.33	\$30.01	\$31.69
Records Manager 5% above 3+ yr Dispatcher	\$ 28.88	\$ 30.60	\$ 32.31
Dispatch Supervisor/Admin Assistant 8% above 3+ yr Dispatcher	\$ 29.70	\$ 31.47	\$ 33.23

**NOTE:** The City at its discretion may start new hires at any of the aforementioned four (4) step progressions, but such starting rate will not be less than their current rate of pay if they are transferring from the part-time dispatch unit.

The full-time Dispatcher performing the duties of the LEADS TAC (Terminal Agency Coordinator) shall receive \$.50 per hour, and the Assistant TAC will receive \$.25 per hour in addition to their regularly hourly rate.

**Section 2.** Effective January 1, 2020 the bargaining unit will include one Administrative Assistant/Dispatcher to be appointed by the Chief of Police.

**Section 3.** Any compensation or economic considerations realized by the Patrolmen and Sergeants shall also apply to the Full-Time Dispatchers bargaining unit.

**Section 4.** The City agrees to include the PERS Salary Reduction Pickup Plan for the duration of the collective bargaining agreement.

**COLLEGE TUITION**

**ARTICLE 29**

Dispatchers holding degrees listed below, in a business or law enforcement course of study, shall receive additional compensation as follows:

<b><u>Degree Held:</u></b>	<b><u>Annual Payment:</u></b>
Associate Degree	\$300.00
Bachelor's Degree	\$600.00
Master's Degree	\$900.00

**MILITARY LEAVE**

**ARTICLE 30**

*Does not apply.*

**LONGEVITY**

**ARTICLE 31**

**Section 1.** Each full-time employee shall be entitled to a longevity benefit upon completion of five (5) full years of continuous service. The longevity benefit shall be computed at the rate of eleven dollars (\$11.00) per year of service per month for years 6, 7, 8, and 9. The longevity benefit shall be computed at the rate of \$14.00 per year of service per month for years 10 and above. Longevity will be computed on an employee's years of service with PERS in the field of civilian law enforcement. An employee's full time experience at another department will count towards years worked for the purposes of longevity payments on a year for year basis.

**SHIFT DIFFERENTIAL**

**ARTICLE 32**

**Section 1.** For the purpose of computing premium pay, shifts shall be defined as follows:

**1<sup>st</sup> shift known as the day shift:**

The majority of working hours between 6:00 a.m. and 2:00 p.m.

**2<sup>nd</sup> shift known as the afternoon shift:**



The majority of working hours between 2:00 p.m. and 10:00 p.m.

3<sup>rd</sup> shift known as the night shift:

The majority of working hours between 10:00 p.m. and 6:00 a.m.

**Section 2.** Effective July 1, 2008, full-time employees working any part of the 2<sup>nd</sup> shift shall receive a shift differential of seventy cents (\$.70) per hour in addition to their base rate of pay. Effective July 1, 2008, full-time employees working any part of the 3<sup>rd</sup> shift shall receive a shift differential of eighty cents (\$.80) per hour in addition to their base rate of pay.

**TEMPORARY ASSIGNMENT**

**ARTICLE 33**

*Does not apply.*

**UNIFORMS**

**ARTICLE 34**

**Section 1.** Effective in 2016, each employee shall be entitled to an annual uniform allowance of seven hundred dollars (\$700.00).

**Section 2.** 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 or purchase orders to the Chief of Police in order to receive reimbursement from their uniform allowance account. An employee shall be reimbursed no later than thirty (30) days after presentation of said receipts.

**Section 3.** All uniforms shall be prescribed by the Chief of Police, and additional items may be authorized and approved as deemed appropriate.

**MEDICAL INSURANCE**

**ARTICLE 35**

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

**a. Steerage**

In-Network Coverage: Co-pay 80/20; deductible \$200.00 single/\$400.00 family; out of pocket maximum \$400.00 single/\$800.00 family

Out of Network Coverage: Co-pay 60/40; deductible \$600.00 single/\$1,200.00 family; out of pocket maximum \$1,200.00 single/\$2,400.00 family

**b. Prescription Drug Benefit**

Co-Pays as follows: Generic \$10.00; Brand Preferred \$20.00; Brand Non-Preferred \$30.00

**c. Premium Contributions**

Employees hired on or before January 1, 2017 will contribute twelve percent (12%) of the total COBRA rates with no caps for such insurance. Employees hired after January 1, 2017 will contribute fifteen percent (15%) of the total COBRA rates with no caps for such insurance.

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

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

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

**Section 4.** The parties agree to form an insurance committee to meet and discuss concerns relating to insurance coverage, administrative cost issues and to make recommendations to the administration to resolve insurance concerns. The City shall be represented by the Mayor/designee and the bargaining unit shall designate one member as its representative. The committee shall meet on a quarterly basis or as needed to address areas of concern.

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

**Section 6.** Any employee who is eligible for medical insurance and elects to decline coverage shall receive \$300.00 per month effective January 1, 2016. Election of the option

shall be made in writing to the Deputy Auditor during each yearly open enrollment period. Any employee who has elected to participate shall not be subject to PERS contribution but

shall be applicable to all other taxes. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through a qualifying event shall be provided insurance coverage as provided under this Article upon written notification to the Deputy Auditor and the stipend shall be prorated.

### **LIFE INSURANCE**

#### **ARTICLE 36**

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

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

### **LAYOFFS**

#### **ARTICLE 37**

**Section 1.** Employees may be laid off only for lack of work or lack of funds.

**Section 2.** In the event of a layoff situation, employees will be laid off in accordance with their seniority (last hired, first laid off).

**Section 3.** An employee who is laid off shall be subject to recall from layoff for a period of two (2) years.

**Section 4.** A recall from layoff will be based upon seniority (last laid off, first recalled).

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

**Section 6.** No employee of the City or contracted workers shall work within this bargaining unit's classification while any member of the bargaining unit is laid off.

### **PROBATIONARY STATUS**

#### **ARTICLE 38**

**Section 1.** The probationary status of new full-time dispatcher shall be for a period of one year.

**Section 2.** Full-time employees transferred from the part-time classification shall be on a non-contestable probationary period for six (6) months of the date of transfer. If during the probationary period, the Employer determines that such probationary employee shall be removed, (s)he shall be returned to their former classification consistent with the applicable terms of that Agreement.

**RETIREMENT**

**ARTICLE 39**

*Does not apply.*

**FITNESS INCENTIVE**

**ARTICLE 40**

*Does not apply.*

**SAVINGS CLAUSE**

**ARTICLE 41**

**Section 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 PICKUP**

**ARTICLE 42**

*Does not apply.*

**ALCOHOL AND DRUG FREE WORKPLACE**

**ARTICLE 43**

**Section 1. Purpose:** It is the purpose of this Article to create an alcohol and drug free workplace which will enhance the health, safety, security and performance of members of

the bargaining unit.

**Section 2: Policy:** 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**

**Section 1.** Seniority shall be continuous service as a full-time employee and such seniority shall begin with the date of hire. In the event that two (2) employees shall have the same hire date, seniority shall be determined by the date of the employment application.

**Section 2.** An employee shall be considered on probationary status for the first year of active employment and during this period he shall not be covered by the provisions of Article II, Grievance Procedure of the Labor Agreement.

**Section 3.** A break in continuous service as referred to in Section I of this Article shall be defined as a failure to report to work as directed from layoffs or leave of absence in excess of thirty (30) days. Other leaves contained in this Agreement shall not break continuous service.

## **DURATION OF AGREEMENT**

### **ARTICLE 45**

**Section 1.** The contract shall expire on December 31, 2025.

**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. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to modify or amend this Agreement. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

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

**EXECUTION**

**ARTICLE 46**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
this 4th day of January 2023.

**FOR THE OPBA:**

1st Brian Holb

Amanda Holloger

\_\_\_\_\_

**FOR THE EMPLOYER:**

[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