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INDEX

COLLECTIVE BARGAINING AGREEMENT

CITY OF RICHMOND - POLICE OFFICERS LABOR COUNCIL

COMMAND OFFICERS

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Richmond, City of

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EMPLOYER - EMPLOYEE AGREEMENT

COMMAND OFFICERS

This is an agreement entered into on the ___ of _____ 1996 by and between the City of Richmond, Michigan, hereinafter referred to as the Employer, and the Police Officers Labor Council, hereinafter referred to as the Union. This Agreement becomes effective as of July 1, 1995.

1- INTENT AND PURPOSE

a. Intent. The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rate of pay, operating conditions and a means of adjustment of any and all disputes which may arise between the parties.

b. Purpose. The general purpose of the Agreement is to stabilize relations between the Employer and the Employee so as to provide, to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

2- RECOGNITION

Pursuant to the Public Employment Relations Act 379, the Employer hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all certified full-time patrolmen in the bargaining unit with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with, or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment, on behalf of any of its employees coming within the meaning and scope of this Agreement at any time during the terms of the Agreement.

a. All command officers are covered by this agreement.

3- MANAGEMENT RIGHTS

The Union recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Richmond and the laws and Constitution of the State of Michigan and of the United States. Further, all

rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing:

a. The right of manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;

b. The right to hire, lay off, assign, transfer, demote and promote officers, to discipline, suspend and discharge officers for just cause, to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary, reasonable work schedules and the method or process by which work is performed;

c. The right to contract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities, to adopt, revise, and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and negotiate wage rates for any new or changed classifications.

4- NO STRIKE AGREEMENT

a. The parties hereto, recognizing that it is essential for the health, safety and public welfare that services to the public be without interruption, agree that there shall be no strikes, concerted effort or work stoppages during the term of the Agreement.

b. In the event of a strike, work stoppage, or other hindrance, the Union shall instruct the involved officers in writing that their conduct is in violation of the contract and that they may be discharged for just cause and instruct all such persons to immediately cease the offending conduct.

c. Any strike of the member entered into or called for by the Union shall constitute a breach of this Agreement and abrogate the obligation of the Employer hereunder.

d. The City shall have the right to discipline any member who is responsible for, participates in, or gives leaders to any activities herein prohibited. (Types of discipline defined elsewhere in this Agreement).

5- UNION SECURITY
Agency Shop

a. Each members who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall continue for the length of the contract.

b. Any new member who is not a Union member and does not make application for membership, shall, as a condition of employment, apply to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues, assessments, and initiation fee. Members who fail to comply with this requirement shall be discharged by the Employer.

c. Members shall be deemed to be members of the Union within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.

6- DUES CHECK-OFF

The Employer recognizes that the amount and collection of Union dues are the matters to be established solely by the Union. The Employer agrees, for the convenience of the Union, but only upon specific written request from the Union, to deduct Union dues from the pay of those members represented by the Union, provided that the Union furnishes to the Employer the forms for authorizing such payroll deductions.

7- STEWARD AND ALTERNATE STEWARD

a. Members shall be represented by a steward or alternate for the full-time certified patrol members of the Police Department. These stewards shall be regular members and working in the Police Department.

b. The Union will immediately notify the Employer in writing of the names of the stewards, and any changes of personnel in those positions.

c. The stewards, during their working hours, without loss of time, or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having received permission from their Supervisor. The Supervisor will grant permission provided that the steward's absence will not interfere with the work of the department. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their regular assigned work at all times, except as provided herein.

8- GRIEVANCE PROCEDURE

a. **Definition.** An event or problem affecting conditions or circumstances under which an employee works.

b. **Procedure:**

Step 1 - A member, when aggrieved, should first discuss the problem with his immediate supervisor (as soon after the incident occurs as is convenient) or meet with his Union Steward at which time the matter will be discussed to determine if a grievance does exist.

Step 2 - If the matter cannot be resolved in Step 1., the steward shall have five (5) working days to submit the grievance to the Chief of Police, who shall have five (5) working days to respond with a written answer.

Step 3 - If the matter cannot be resolved in Step 2., the steward shall have five (5) working days to submit the grievance to the City Manager who shall have seven (7) working days to respond with a written answer.

Step 4 - If the grievance has not been satisfactorily resolved at Step 3, the Personnel Board shall be convened if a members requests the Board to hear the grievance, otherwise they shall not be a part of the grievance procedure. The Board shall be convened to hear the grievance within seven (7) working days following the date of the call. The Personnel Board shall have seven (7) working days in which to file a written recommendation of their finding with the City Manager. However, in the event the Personnel Board is unable to convene within the seven (7) day requirement, the grievance shall proceed to Step 6.

Step 5 - In the event the grievance has not been resolved in the preceding steps, either party may within fifteen (15) working days after date of conclusion of Step 5 submit a written notice of intent to arbitrate to the other party.

Step 6 - The arbitration proceeding, limited specifically to the point in questions, shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notices have been given. If parties fail to select an arbitrator, the Michigan Employment Relations Commission shall act as administrator of the proceedings.

Both the Employer and the Union shall have the right to strike two names from the Arbitration panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party is responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The arbitrator will rule on nothing not specifically brought before him. The arbitrator's decision shall be final and binding on both parties.

All time limits or steps of the grievance procedure may be shortened, extended, or eliminated by mutual written agreement. Notwithstanding any other provision herein, individual members may present their own grievances to the employer and have them adjusted without the intervention of the steward, provided, however, that the employer has given the steward an opportunity to be present at such adjustment.

In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the employer and the Association.

9- DISCIPLINARY PROCEDURE AND MEMBERS RIGHTS

- a. No member shall be disciplined except for just cause.
- b. Discipline shall consist of the following levels:
 1. Oral Reprimand: An Official warning to an employee from the Chief that his conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's departmental file.
 2. Written Reprimand: A written record from the Chief of an employee's unsatisfactory conduct or performance which is included in the employee's official personnel file. The employee shall have the option of submitting a statement of his position concerning the reprimand.
 3. Suspensions: Time off either with pay or without pay as determined by the Chief of Police.
 4. Discharge.
- c. Chief's Hearing. Upon a full investigation of allegations against an employee, the Chief may conduct a hearing and render any disciplinary penalty including a suspension or discharge. The Chief's decision will be transmitted in writing to the member and if he so requests, to the Union Steward within five (5) working days of the completion of the hearing.

d. **Appeals Process.** All cases of discipline may be processed as a grievance or go to arbitration.

e. The City agrees that upon, imposing discipline, the Union representative shall be notified of the action taken. Members shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file.

f. Records will be reviewed at 24 months for consideration of removal, but when forty-eight (48) months of satisfactory service have been completed from the last disciplinary action taken by the City, all disciplinary matters appearing in the records shall, at the request of the employee, be removed.

g. The Department shall give a member at least five (5) working days notice of any disciplinary matter scheduled to be heard at a Chief's hearing.

h. An association officer, legal counsel, or both shall have the right to be present at all formal Chief's pre-scheduled disciplinary hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.

i. Throughout all disciplinary hearing, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence, as determined by the Chief of Police.

j. Whenever a member is subjected to interrogation by the Chief of Police for any reasons which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

2. No interrogation shall begin until the member has been notified that he has a right to have counsel or an officer of the Union present.

k. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to act in accordance with such rights. After a member is ordered to make any written statement in response to any alleged misconduct on his part, he shall have at least thirty-six hours from the time of the order to comply.

l. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police with pay until such time that the criminal case is completed and a decision is rendered at a Chief's hearing. A Chief's hearing may be conducted regardless

of the outcome of the criminal case.

m. Any members may be temporarily suspended, with pay, from duty by a superior officer in order to insure the good order and efficiency of the Department.

n. All suspended members shall immediately surrender their Department badge, service weapon, and identification.

o. All suspension days will be deducted from the member's total departmental service time for the purpose of determining a member's seniority. Any seniority time taken away from a member shall be returned if the member is reinstated without prejudice.

p. Any claims for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages that the employee would have earned. The City shall be entitled to a credit against back wages due for any unemployment compensation received by the employee during the suspension or discharge.

q. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

10- SENIORITY

Seniority will be on a departmental basis in accordance with the Sergeant's date of hire.

11- SENIORITY LISTS

a. Seniority shall not be affected by the race, sex, or marital status of the member.

b. The seniority list on the date of this Agreement will show the names and job titles of all members entitled to seniority.

c. The Employer will keep the seniority list up to date and will provide the Union Steward with up to date copies upon his request.

12- LOSS OF SENIORITY

A member's seniority will continue until he: a) quits; b) is discharged; c) retires; d) is absent without notice or excuse acceptable to the Employer for three (3) consecutive

work days or more; e) is on continuous lay off for a period of time equal to his seniority; or f) fails to return to work within five (5) working days after date of mailing written notification to return to work to the member's last known address or upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception shall be made by the Employer at its discretion

13- RESIDENCY

Employees who have successfully completed their probationary period of employment shall be required to reside within a fifteen (15) mile radius of the City limit of Richmond. Failure to comply with this requirement within ten (10) months following completion of probationary period of employment shall be grounds for discharge from employment. Members employed prior to 10-28-80 must reside within a radius not greater than twenty-five (25) miles from the City limits of the City of Richmond.

The City will consider special request for members to live outside the required fifteen (15) mile radius. If such request is granted, the member must reside within the twenty-five (25) radius.

14- LAY-OFF DEFINED

a. The word "lay-off" means a reduction in the work force due to a decrease of work, or departmental cutbacks.

b. In all cases of lay-off, the principle of straight seniority by department shall be observed and length of service shall govern.

c. The Employer will, whenever possible, give at least seven (7) days notice prior to lay-off to the members affected and together with a list of names of said officers to the Union.

15- RECALL PROCEDURE

When an increase in force is necessary, members previously laid off will be recalled in order of seniority, provided that said officers report for work within five (5) working days of notice of recall, or later if so specified by the Employer.

16- TRANSFERS

Transfer of Members: If a member is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working the position to which he was transferred and shall retain all rights accrued for the purposes of any benefits provided for in the agreement.

17- VETERANS

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Act, as amended from time to time.

18- SICK LEAVE

a. A member shall accrue sick days at a rate of twelve (12) days per year. Sick days can be accumulated from year to year up to one hundred & twenty (120) days. In the event of a member's retirement or death he or his beneficiary shall be compensated for fifty percent (50%) of his accumulated unused sick days.

b. Sick leave may be taken in not less than 1/2 day increments.

c. On Dec. 1, each member has the option of selling back to the City up to one-half of that year's total accrual (6 days), providing that he has that many unused days from that year.

d. Sick leave days will begin to accrue after the first pay period from date of employment, at the rate of one day per month, (Major fraction of a month shall constitute a full month).

e. Sick leave shall not be considered a privilege which a member may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of a member.

f. When a member expects to be absent from work due to illness, he shall notify, or cause to be notified, the dispatcher prior to the beginning of his work shift. The member shall notify the dispatcher as to the nature of the illness and the location of confinement, along with a telephone number. When absent from work due to illness for three (3) consecutive days, a certification of illness or injury from a physician of the City Manager's choice, at the City's expense, may be required as evidence of illness or disability before compensation for illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. The member shall, upon his return to work, submit a leave form initiated by the communication staff at the time of call in and present

it to his department head. Should the member fail to do this, no sick leave time will be paid. Abuse of sick leave privilege will result in disciplinary action.

g. After all sick leave is used, and upon request from a member, vacation leave may be used and payment made therefore to the extent of vacation leave accrued.

h. When a member receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three (3) years or his seniority, whichever is less. If at the end of that time the member is still unable to return to work, his employment shall be terminated. The member shall be eligible for re-employment, provided he has completely recovered and has a doctor's statement to that effect, subject to City physical examination and approval, and provided further that a position is available in accordance with his seniority.

19- DUTY-RELATED INJURY OR ILLNESS

a. This means absence required as a result of an injury or illness which occurs while in the City of Richmond employ, covered by Michigan Worker's Compensation.

b. The member shall notify his immediate supervisor immediately of any illness or injury.

c. Members sustaining job related injuries or illnesses shall receive full pay and benefits with no deduction from sick banks for the first seven (7) days. After the seven-day period, the member shall receive Worker's Compensation benefits, as determined by the State Act. While on Worker's Compensation status, the City shall pay the difference between the member's base pay and the Worker's Compensation benefits for up to twelve (12) months. After twelve months; the member shall receive Worker's Compensation benefits only, and the employee's health care insurance shall continue for as long as he is on Worker's Compensation status.

d. The Employer agrees to continue payment of hospitalization insurance, life insurance, and pension costs up to, but not to exceed twelve (12) months after an on the job injury covered by Worker's Compensation. After 12 months, the City shall only continue the current hospitalization insurance coverage for as long as the employee is on Worker's Compensation Status.

e. Following the twelve (12) month period described in sub-paragraph d above, the City will pay to the employee any accrued balance remaining in his/her sick leave and vacation accounts, as well as unused compensatory time. Thereafter, the employee's only compensation will be provided by the Michigan Worker's Compensation Insurance.

20- WORKING OUT OF CLASSIFICATION

Members may be required to work out of their job classification temporarily when a command officer of higher rank is ill, injured or on vacation, or when the employer is attempting to fill a vacated position. If a member is required to work above his regular classification for a consecutive period exceeding twenty (20) days he shall receive the higher rate of pay thereafter while working above his regular classification.

21- SUPERVISORS

Supervisors may perform work done by any other member covered by this Agreement providing a member is not displaced and does not lose any pay. This refers to a temporary situation only and not lay-off due to work shortage. Nothing herein shall be construed to prevent Sergeants from doing patrol officers work.

22 - PRE-SCHEDULED HOURS

All schedules for Sergeants shall be posted ten (10) days in advance with the hours of work for the coming month's schedule.

23- PROMOTION

a. Should additional command positions with the exception of the Chief of Police be deemed appropriate by Council, the promotion procedures will be used for that selection process.

b. All promotions to the rank of sergeant will be based on the following criteria:

Written exam	50%
Oral Board Evaluation	45%
Seniority - 1 point per year of service (up to five) with Richmond Police Department or if out-of-Department candidate 1 point for Police Service Elsewhere, regardless of number of years.	
Max of five (5) points	5%
	<hr/>
	100%

A minimum aggregate score of 85% is required before a candidate will be considered for promotion.

In the event no patrolman attain the minimum aggregate score (85%), the City may conduct a second examination in which outside non-Department sworn officers may compete

with Richmond Patrolmen who were unsuccessful in the first examination process.

If, again, no Richmond Patrolman attains a minimum aggregate score of 85%, the City may hire the outside candidate who attained the minimum 85% or greater.

In the event an outside candidate is hired, the City agrees to retain the lowest-seniority patrolman for one year.

The written examination will be prepared by a mutually-agreed-to organization.

The City also agrees that the Union may have a bargaining unit member, or other person of their choosing, excluding their Labor Council Representative, observe the Oral-Board interviews.

24- GENERAL CONDITIONS

Pledge Against Discrimination and Coercion

The provision of this Agreement shall be applied equally and without favoritism to all members in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female members.

The Employer agrees not to interfere with the rights of members becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or Employer's representative against any officer because of Union membership or because of a members activity in an official capacity on behalf of the Union.

The Employer shall not aid, promote, or finance any labor group, or organization of members purposely to engage in collective bargaining or make any agreement with any such group of members which would violate any rights of the Union under this contract.

The Union recognizes its responsibility as bargaining agent and agrees to represent all members in the bargaining unit without discrimination, interference, restraint or coercion.

25- CALL IN TIME - OVERTIME - REGULAR HOURS

Call in Time

When a member is called in to work for emergency purposes, he shall be paid at the rate of one and one-half (1 1/2) times his regular pay for a minimum of three (3) hours. Emergency purposes shall be defined as that period of time, other than three hours before or three hours after a member's continuous normal scheduled work shift, that an officer is called in for extra work. The three hours minimum call-in time is applicable whenever a member is called back to work and the overtime rate is applicable if consistent with the subsections immediately following. The three hours minimum call-in time is not applicable for overtime of less than three hours worked immediately prior to or following the member's regular work shift when the members works continuously into or following his regular work shift, in which case he shall be paid only for the actual overtime worked.

Overtime

Members will be paid one and one-half (1 1/2) times their regular rate in the following instances:

- 1) Time worked in excess of a scheduled shift (either 8 or 10 hours) in any one day.
- 2) Any time spent in court outside of the regularly scheduled work day, with the member receiving a minimum of three (3) hours compensation for any court appearance.
- 3) There will be no duplication of overtime for the same hours worked.

Regular Hours

- 1) The Chief of Police will determine the shift length (8 or 10 hours) for each sergeant. Sergeants will be given 30 day notice when the length of shift is changed.
- 2) The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.
- 3) A scheduled shift of either 8 or 10 hours within a twenty-four (24) hour period shall constitute a regular work day.

26- USE OF PRIVATE VEHICLE

Members shall be compensated at the rate per mile as determined by the G.S.A. Federal Government for the use of his personal vehicle in the conduct of official job related

business (not to be construed as travel to and from his regularly scheduled work). Mileage will be paid from point of origin and return, home or the City of Richmond as appropriate. Travel vouchers shall be submitted with the member's payroll slip.

27- JURY DUTY

If a member is required to serve on a jury, he will be excused from his regular duties on the day he is required to and does appear in court. The City will pay such member for time actually lost from his work hours, less his jury fee received for such days. He is expected to work on scheduled hours when his attendance in court is not necessary.

28- FALSE ARREST INSURANCE

The City of Richmond shall provide False Arrest Insurance to each member in the amount of \$500,000/\$1,000,000 coverage per year at no cost to the member.

29- LIFE INSURANCE

The City of Richmond shall provide term life insurance in the amount of \$50,000, with double indemnity for accidental death, to each full-time member of the Police Department at no cost to the member.

30- HOSPITALIZATION INSURANCE

a. The City of Richmond will provide and pay for hospitalization and medical insurance for the employee and his family.

b. Coverage by the City of Richmond shall consist of Blue Cross/Blue Shield Plan Q Comprehensive Major Medical with Prescription Drug Group Benefit Certificate P-D.;87 (\$5.00 Co-Pay), Comprehensive Dental Plan #58, and Vision Care. The City will self insure \$950.00 of the deductible for single person coverage and \$1900.00 for two person or family coverage. Members will pay twenty percent (20%) of all premium increases subsequent to the effective date of this health care plan up to a maximum of twenty percent (20%) increases in health care premium. Members will not pay for any portion of premium increases that exceed twenty percent (20%).

c. Employees shall be eligible for above coverage after thirty-one (31) days of employment with the City.

d. The City agrees to pay one-half (1/2) of the current base cost of Health Insurance premiums up to age sixty-five (65) for members retiring after twenty-five (25) years of service. Service spouses and dependent children are eligible for continued coverage

Current premium base costs are:

Single - Person Coverage:	\$221.07
Two - Person Coverage:	\$464.23
Family Coverage:	\$519.51

e. The Members subject to this agreement will pay twenty percent (20%) of all subsequent increases in medical coverage after the effective date of this agreement, the base costs for such computation being those listed in (d) above.

31- FUNERAL AND SERIOUS ILLNESS LEAVE

In the case of death in his immediate family, a member shall be granted a leave of absence with pay for a period not to exceed three (3) days. Immediate family is defined as wife, husband, child, brother, sister, parents, grandparents, grandchildren, and in-laws, provided he attends the funeral. Additional time may be granted with the approval of the Chief of Police. Additional time shall be charged to sick leave. Serious illness leave will be authorized for immediate family hospitalization and operations when member is responsible to be at bedside of patient. This can be charged to sick leave when approved by the City Manager. Visitation of a patient will not be considered as serious illness leave.

32- HOLIDAYS

a. The following holidays shall be recognized and observed as paid holidays:

New Year's Day	Officer's Birthday	Thanksgiving Day
Good Friday	Labor Day	Christmas Eve
Memorial Day	Columbus Day	Christmas Day
Independence Day	Veteran's Day	New Year's Eve

b. A member is eligible for holiday pay if he is a regular full-time employee of the City of Richmond on the day on which the holiday falls.

c. A member shall work any holiday which falls within his monthly work schedule.

d. Holiday compensation shall be paid to the member in one lump sum on December 1 each year.

e. The amount of holiday pay shall be computed on the basis of the member's regular per diem rate of pay in effect on the day on which the holiday falls.

f. The total number of days for which the member receives holiday pay shall be equivalent to the number of recognized paid holidays having occurred since the member has

been a regular full-time officer of the City of Richmond within the current twelve (12) month period, starting on December 1, and ending November 30.

g. All holidays actually worked by a member on the date the holiday is recognized shall be compensated at one and one-half (1 1/2) times regular rate of pay in addition to his annual holiday lump sum compensation.

33- VACATION

a. Each regular member who has been in continuous service with the City of Richmond shall receive vacation in accordance with the schedule listed below:

Completion of one year	
through 4th year	10 working days
5th year through 9th year	15 working days
10th year completed	20 working days
15th year completed	22½ working days
22nd year completed	25 working days

b. Said vacation to be taken after receiving permission from the Employer, who shall allow said vacation at a time when said officer is not indispensable or necessary. Vacations may be taken any time after the anniversary date and may be taken all at one time or spread over the year.

c. Preference of vacation time will be given to members covered by this Agreement on a seniority basis with no more than one member of the department on vacation at one time unless approved by the Chief of Police.

d. Annual vacation time will be credited to members on their employment anniversary. Members will have the following 12 months to use their annual allocations. To transition to this plan, members will be given 12 months from their first anniversary after the effective date of this contract to use the vacation that is currently accrued. Members who cannot complete their allotted vacation within 12 months, due to management scheduling problems only, shall be allowed to carry over five (5) days of said vacation time into the following calendar year upon written request of the member and approval by the Chief of Police.

e. Preferred vacation requests will be made in writing to the Chief of Police prior to May 1. Failure to comply will result in loss of seniority rights for vacation.

f. Upon separation from employment with the City of Richmond, members shall be eligible for pay for all earned vacation at base rate of pay.

g. Christmas and New Year's vacation will be allowed on a rotating basis, seniority first. If member fails to use a holiday, this will constitute use on the roster.

34- PERSONAL BUSINESS DAYS

A member may be allowed to use four (4) days per year for personal business. The first two (2) days are not to be charged to sick leave, the remaining two (2) days shall be charged to sick leave. Members shall give at least forty-eight (48) hours notice when taking any of the above Personal Business Days. Personal business days may not be used in conjunction with Holidays and Vacation Days except when approved by Chief of Police. The annual personal day authorization will be effective on the members employment anniversary date. The days must be used during the following 12 months, none may be carried forward into the next year.

35- BARGAINING DURING THE TERM OF THIS AGREEMENT

It is hereby acknowledged that during the negotiations which resulted in this Agreement, that each party had the unlimited rights to make demands and proposals with respect to any subject or matter not removed by Ordinance, Charter, or Law from the area of collective bargaining, and that agreements arrived at are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this agreement, unless mutually agreeable to both the City and the Union.

36- UNIFORM ALLOWANCE

a. The City shall provide uniforms to members at a cost not to exceed \$400.00 per year. This sum is for the purchase of new and/or replacement uniforms. Protective vests and ammunition shall be furnished by the City. All purchases will be approved by Chief of Police before purchase.

b. Any mandatory changes in uniform garments or leather goods shall be provided by the City with no deduction from the Sergeant's uniform allowances.

All new promotees shall be provided without charge:

- Four Sergeant badges: 2 breast, 1 hat, 1 pocket
- Collar insignias

c. Any new uniform garments or equipment damaged while performing duties shall be replaced at no cost to the Sergeant. This does not include normal wear of garments or equipment.

37- UNIFORM CLEANING ALLOWANCE

The City shall authorize an annual uniform cleaning allowance not to exceed \$450.00 per year. Said cleaning allowance to be paid to each member by check prior to the fifteenth of each month.

38- SALARY

a. Salary is based upon a forty (40) hour work week, averaged over the fifty-two (52) weeks per year.

b. The salary for a probationary Sergeant shall be equal to a full-time regular Patrol Officer of three (3) years seniority plus a pay differential of 50% of non-probationary Sergeant per year.

c. Salary of a non-probationary command officer shall be equal to a full-time regular Patrol Officer of three (3) years seniority plus a pay differential of 8% for years one and two of the contract. The pay differential for the third year of the contract will be negotiated as a re-opener at the end of year two.

d. Sergeants pay will be: 1995/96 \$19.08 per hour; 1996/97 \$20.61 per hour; 1997/98 to be negotiated.

39- TUITION REIMBURSEMENT

a. The City agrees to reimburse to a member the cost of tuition for educational programs in the public safety field if approved by the Chief. No individual member is eligible for more than \$300.00 per year in tuition reimbursement.

b. Members attaining the following levels of education in Public Safety Related Fields shall be paid a one-time cash bonus:

Associates Degree	\$300.00
Bachelor Degree	\$600.00

40- PENSION PLAN

a. The regular full-time members covered by this Agreement are eligible to participate in the City Pension Plan after one year of service. This plan is known as a "Qualified Money Purchase Pension Plan" with the City contributing an amount equal to 6.0% of the employees basic annual compensation. The employee may voluntarily contribute to his pension plan in any amount up to that contributed by the City. New employees are eligible to participate in the pension plan following their first full year of continuous employment with the City of Richmond.

b. No changes will be made in the Pension Plan without approval by the Union.

41- LONGEVITY PLAN

a. Longevity pay shall be based on the base pay according to the following schedule:

Upon completion of 5 years of service:

3% of base pay, not to exceed \$700.00

Upon completion of 10 years of service:

5% of base pay, not to exceed \$1,100.00

Upon completion of 15 years of service:

7% of base pay, not to exceed \$1,350.00

Upon completion of 20 years of service: \$1,850.00

b. Longevity pay shall be paid to the member in one lump sum on December 1, of each year.

42- SERVICE WEAPON

a. City will purchase for each regular full-time member covered by this Agreement a Service Weapon for use while on duty with the City of Richmond.

b. The weapon so furnished under this section of the Agreement shall remain the property of the City and shall be returned to the City upon termination of the member for any cause.

c. Retiring members shall have the option to purchase his/her service weapon at the then-current market replacement cost.

43- COMPENSATORY TIME

Members may elect to take comp-time for overtime hours at the rate of time and one-half (1 1/2), these hours shall be permitted to accumulate up to sixty (60) hours for each member in the department. These hours will be used at the discretion of the officer, providing manpower is available. This will allow management time to schedule requested days off. Also, with the consent of the Chief of Police, days may be used with prior shift notification.

44- DEFERRED COMPENSATION PLAN

All full-time members shall have the option to participate in the City's deferred compensation plan.

45- JOB ASSIGNMENTS

Job assignments shall be made on the basis of seniority, provided the Chief has the final decision.

46- POLICE SHOOTING OR FATAL POLICE ACTION

The purpose of this Section is to establish a procedure permitting assistance to a members when he has been involved in a fatal police action or seriously wounds another in the line of duty. This procedure shall also apply to a member if he has been shot in the line of duty.

The intent of this section is to insure that the member has immediate access to psychological/psychiatric counselling after the incident.

The member shall undergo a debriefing with a department supervisor and department supplied psychologist/psychiatrist as soon as possible. This should be done before the member leaves for home at the end of his shift or as soon thereafter as possible.

The debriefing shall not be related to any departmental investigation of the incident and nothing discussed shall be reported to the department, it shall be considered confidential information. The purpose of debriefing will be to allow the member's feelings to be heard and to deal with the moral, ethical and/or psychological residual effects of the incident.

Provisions for a support counselor interview within a few days after the incident to allow the member the opportunity to discuss his feelings if he wishes to do so, will be

offered.

In the event that additional counselling is necessary, it shall be provided. If therapy is indicated as a result of counselling or evaluation, it shall be provided at department expense with existing medical coverage.

In the event it is decided to place the member on administrative leave or be temporarily assigned to non-street duty after evaluation and counselling, that administrative leave or assignment does not necessarily indicate any wrongdoing by the member.

47- INFECTIOUS DISEASES AND VACCINATIONS

a. Infectious Diseases

In the event that an employee contracts an infectious disease, every effort shall be made by the Department to determine if the infection was duty-related.

b. Vaccinations

The employer shall make available to each employee proper vaccination against hepatitis B. The employer shall encourage hospitals, serviced by the department, to report to the department as soon as possible after discovery, any time that a patient brought in by patrol vehicle or ambulance, has an infectious disease.

48- SHIFT PREMIUM PAY

Should a sergeant employed before the effective date of this agreement be required to regularly work afternoon or night shift, he will receive shift premium pay of 15%.

49- RETROACTIVITY OF BENEFITS

All economic benefits pursuant to this agreement will be retroactively effective 07/01/95.

50- TERMINATION

This Agreement shall be in full force and effect until June 30, 1998. It is agreed that this Agreement shall renew itself automatically from year to year thereafter unless either of the parties notified the other party by registered mail ninety (90) days prior to the expiration date of its intent to terminate or modify this Agreement.

CITY OF RICHMOND

BY: *Dennis R. Belger*
Dennis R. Belger, Mayor

BY: *Gerald P. Williams*
Gerald P. Williams, City Manager

BY: *Karen M. Stagl*
Karen M. Stagl, City Clerk

DATED: *May 30, 1996*

POLICE OFFICERS LABOR COUNCIL

BY: *William Santilli*
William Santilli, Steward

BY: _____
Alternate Steward

BY: _____
Richard Zeigler
Staff Representative

DATED: _____


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CITY OF RICHMOND

POLICE OFFICERS LABOR COUNCIL

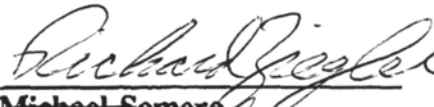
BY: _____
Dennis R. Belger, Mayor

BY: 
William Santilli, Steward

BY: _____
Gerald P. Williams, City Manager

BY: _____
Alternate Steward

BY: _____
Karen M. Stagl, City Clerk

BY: 
Michael Somero
Staff Representative

DATED: _____

DATED: 5/9/96

LETTER OF UNDERSTANDING

The following salary schedule for Command Officers is agreed upon by the **City of Richmond** and the **Police Officers Labor Council**. This schedule is effective July 1, 1997 and fulfills the contract requirement to negotiate the salary schedule for the third year (July 1, 1997 - June 30, 1998) of the 1995 contract.

	<u>PROBATION</u>	<u>STEP I</u>	<u>STEP II</u>
SERGEANT	4%	7%	10%
	\$ 12.50 19.50 (21)	\$ 20.06	\$ 20.63

All new Sergeants will serve 12 months at the probationary pay rate. After successful completion of the probationary period, the Sergeant will move to pay grade Step I. Sergeants will be eligible for promotion to the next higher step after completing 12 months service in a pay grade. Promotions will be based on merit.

CITY OF RICHMOND

POLICE OFFICERS LABOR COUNCIL

By: Dennis R. Belger
Dennis R. Belger
Mayor

By: William Santilli
William Santilli
Union Steward

By: Gerald P. Williams
Gerald P. Williams
City Manager

By: Danny Bartley
~~Danny Bartley~~
Staff Representative
RICHARD ZIEGLER (21)

By: Karen M. Stagl
Karen M. Stagl
City Clerk