

3154

6/30/99

INDEX

COLLECTIVE BARGAINING AGREEMENT

CITY OF RICHMOND - POLICE OFFICERS LABOR COUNCIL

COMMUNICATIONS DEPARTMENT

<u>Section</u>	<u>Title</u>	<u>Page</u>
1	Intent and Purpose	1
2	Recognition	1
3	Management Rights	2
4	No Strike Agreement	3
5	Union Security - Agency Shop	3
6	Union Dues Check-Off	4
7	Steward and Alternate Steward	4
8	Grievance Procedure	4-6
9	Grievance Procedure: Answers and Appeals	6
10	Discipline and Discharge	6
11	Computation of Back Wages	7
12	Seniority	7
13	Seniority Lists	7
14	Loss of Seniority	8

*Richmond, City of*

<u>Section</u>	<u>Title</u>	<u>Page</u>
15	Residency	8
16	Lay-Off Defined	8
17	Recall Procedure	9
18	Transfers	9
19	Veterans	9
20	Sick Leave	9-10
21	Injury on the Job	11
22	Working Out of Classification	11
23	Supervisors	12
24	Duties of Communications/Records Supervisor	12
25	Promotion	12
26	General Conditions	12-13
27	Call-in Time/Overtime/Regular Hours	13-15
28	Use of Private Vehicle	15
29	Jury Duty	15
30	Life Insurance	15
31	Hospitalization Insurance	15-16
32	Funeral and Serious Illness Leave	16

<u>Section</u>	<u>Title</u>	<u>Page</u>
33	Holidays	17
34	Vacation	17-18
35	Personal Business Days	19
36	Bargaining During the Term of the Agreement	19
37	Salary Schedule	19
38	Uniforms	20
39	Tuition Reimbursement	20
40	Pension Plan	20
41	Longevity Plan	21
42	Chain of Command	21
43	Termination	21
44	Retroactivity	21
	<b>SIGNATURES</b>	22

## EMPLOYER - EMPLOYEE AGREEMENT

### COMMUNICATION DEPARTMENT

This is an agreement entered into on the \_\_\_\_\_ day 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.

#### 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, operation conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

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 its employees of the Communications Department, 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, in behalf of any of its employees coming within the meaning and scope of this Agreement at any time during the terms of the Agreement. Providing that any individual employee at any time may present grievances to the Employer and have said grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of the Agreement, provided that the Union has been given opportunity to be present at such adjustments.

### 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 herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing:

a. The right to 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 types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and types of its 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 employees, to discipline, suspend and discharge employees 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, subcontract 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.

d. Management retains full rights to hire full-time Dispatchers but it is management's intent to hire part-time dispatchers if, in management's sole discretion qualifications are equal.

#### 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 employees 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 employees 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 employee who is responsible for, participates in, or gives leadership to any activities herein prohibited.

#### 5- UNION SECURITY Agency Shop

a. Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.

b. Any new employee 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. Employees who fail to comply with this requirement shall be discharged by the Employer.

c. Employees 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 the 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 employees 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. Employees shall be represented by a steward and alternate for the personnel of the Communications Department. These stewards shall be employees working in the Communications 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 regularly scheduled duties.

8- GRIEVANCE PROCEDURE

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

b. Procedure:

Step 1 - An employee, 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 at Step 1, then the steward should reduce the matter to writing and present it to the Sergeant for formal action, in which case he has five (5) working days to resolve the matter.

Step 3 - If agreement cannot be reached at Step 2, the grievance shall be then referred to the Chief of Police in writing within five (5) working days who will then have seven (7) working days in which to reply.

Step 4 - If the grievance has not been satisfactorily resolved at Step 3, it will then be referred to the City Manager who will have seven (7) working days in which to reply.

Step 5 - In the event that the grievance shall be not been satisfactorily settled in the four preceding steps, either party within fifteen (15) working days after the date of the conclusion of Step 4, above, may be written notice to the other request arbitration.

Step 6 - The arbitration proceeding, limited specifically to the point in question, 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 Relation Commission (MERC) shall act as administrator of the proceedings.

Both the Employer and the Union shall have the right to strike two names from the 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 personal shall be the arbitrator.

Expenses for the arbitrator's services and 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.

#### 9- GRIEVANCE PROCEDURE: ANSWERS AND APPEALS

a. Any grievance not appealed from a decision in one of the above steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding.

b. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. Where one or more grievances involves a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice shall not affect financial liability.

#### 10- DISCIPLINE AND DISCHARGE

Discipline and Discharge will follow the following steps, however, management reserves the right to proceed directly to the final two steps when the gravity of the offense or omission so dictates:

- 1 - Oral Reprimand
- 2 - Written Reprimand
- 3 - Suspension
- 4 - Discharge for just cause and if not reversed through the grievance procedure.

Discharge and Suspension - Employees shall be discharged only for just cause. The Employer, however, whenever possible shall give the Steward notice prior to suspension. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. All cases of discipline may be processed as a grievance.

11- COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

12- SENIORITY

a. All new employees shall be regarded as probationary employees for the first nine (9) months of their employment. Upon completion of the probationary period, all full time employees will be granted seniority ranking from date of hire. Until given seniority ranking, an employee shall be subject to lay off, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

b. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

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

13- SENIORITY LISTS

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

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

14- LOSS OF SENIORITY

An employee'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 employee's last known address or upon the termination of a leave of absence unless such time is extended by the Employer. In property cases, exception shall be made by the Employer at its discretion.

15- 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 limits 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. City Council will consider request for exception to this policy. Dispatchers employed prior to 10-28-80 must reside within a radius of not greater than twenty-five (25) miles from the City limits of the City of Richmond.

16- 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 employees affected and together with a list of names of said employees to the Union.

17- RECALL PROCEDURE

When an increase in force is necessary, employees previously laid off will be recalled in order of seniority, provided that said employees report for work within ten (10) working days of notice of recall, or later if so specified by the Employers.

18- TRANSFERS

Transfer of employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the union, 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.

19- VETERANS

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

10- SICK LEAVE

a. A full-time regular employee 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 an employee's death, while still in the employment of the City, he may be compensated for fifty percent (50%) of his accumulated and unused sick leave at the time of his death. Such compensation is to be paid to the individual(s) designated by the employee to receive such payment.

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

c. 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).

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

e. When an employee 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 employee 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 employee shall, upon his return to work, fill out a sick leave form and present it to his department head. Should the employee fail to do this, no sick leave time will be paid. Abuse of sick leave privilege will result in disciplinary action.

f. Sick leave will not be allowed when absence is due to the use of narcotics, and/or intoxicants.

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

h. When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed two (2) years of his seniority, whichever is less. If at the end of that time the employee is still unable to return to work, his employment shall be terminated. The employee 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.

i. Each covered employee may be allowed to use up to a maximum of five (5) sick days for the illness of a spouse or child.

j. Employees may sell up to one-half (1/2) of their unused sick days accrued during the previous twelve months.

21- INJURY ON THE JOB

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 employee shall notify his immediate supervisor immediately of any illness or injury.

c. After seven (7) days, pay will be determined by the Michigan Worker's Compensation Act.

d. The Employer shall pay the difference between the employee's wage and worker's compensation insurance for a period of twelve (12) months, subject to the recommendation of a qualified physician or surgeon designated by the City and examination of the employee.

e. 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.

f. 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. Thereafter, the employee's only compensation will be provided by the Michigan Worker's Compensation Insurance.

22- WORKING OUT OF CLASSIFICATION

Employees may be required to work out of their job classification temporarily when another employee is ill, injured or on vacation, or when the employer is attempting to fill a vacated position. If an employee is required to work above his regular classification for a consecutive period exceeding thirty (30) days he shall receive the higher rate of pay thereafter while working above his regular classification.

23- SUPERVISORS

Supervisors may perform work done by any other employee covered by this Agreement providing an employee is not displaced and does not lose any pay. This refers to a temporary situation only and not lay-off due to work shortage.

24- DUTIES OF COMMUNICATIONS/RECORDS SUPERVISOR

The Communications/Records Supervisors will be responsible for all dispatching duties, the supervision and the scheduling of all dispatchers and maintenance of all communications records and equipment. The Communications/Records Supervisor will coordinate with the investigations sergeant on all department paperwork such as reports, court documents and needed correspondence. Other duties and responsibilities may be assigned by the Chief of Police. Detailed duties and responsibilities are outlined in Chapter three (3) of the Department Rules and Regulations. The Communications/Records Supervisor is under the direct supervision of the Sergeant and Chief of Police.

25- PROMOTION

All promotions shall be filled on the basis of seniority, providing that ability and qualifications are equal.

26- GENERAL CONDITIONS

Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally and without favoritism to all employees 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 employees.

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

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

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

#### 27- CALL IN TIME - OVERTIME - REGULAR HOURS

a. The regular hours worked each day shall be consecutive except that they may be interrupted by a lunch period. Employees will be given a fifteen (15) minute break during each half of their shift. When relief is not possible, employees will be given fifteen (15) minutes compensatory time for each break that is not provided.

b. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular work day unless shift change or work requirements require a change.

c. Shift assignments shall be chose on the basis of departmental seniority. This shift selection shall be made one per year.

d. Full time regular employees will be paid one and one half (1 1/2) times their regular rate, or be granted compensatory time at one and one half (1 1/2) times their regular rate up to an accumulated total of sixty (60) hours; and part-time employees will be paid one and one half (1 1/2) times their regular rate, in the following instances:

1. Time worked in excess of eight (8) hours in any one day (work day for this purpose commences at 11:00 p.m. and end at 11:00 p.m.) or forty (40) hours per week.

e. When a full time regular employee 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 and employee's continuous normal scheduled work shift that an employee is called in for extra work. The three hours minimum call-in time is applicable whenever an employee is called back to work and the overtime rate is applicable if consistent with the subsections of this section. The three hours minimum call-in time is not applicable for overtime of less than three hours worked immediately prior to or following the employee's regular work shift when the employee works continuously into or following his regular work shift, in which case he shall be paid only for the actual overtime worked.

f. there will be no duplication of overtime for the same hours worked.

g. the Employer will establish an equalized overtime list with the full time and parttime employees listed on it, with full time employees listed at the top by seniority. All overtime hours or extra hours shall be divided equally among the employees on the list, starting with the full time employees.

h. Part-time employees who work on a recognized holiday shall be paid at the rate of one and one half (1 1/2) times their regular rate of pay.

i. Except for unusual circumstances approved by the Chief of Police, full time regular employees shall not be scheduled to work on a recognized holiday. During unusual circumstances and when called in for shift coverage per the equalized overtime list, full time regular employees shall be paid two (2) times their regular rate of pay in addition to holiday pay.

j. Part-time employees called in for emergency purposes will be guaranteed a minimum of three (3) hours work.

k. Part-time employees may take compensatory time rather than pay for

overtime worked.

28- USE OF PRIVATE VEHICLE

Employees 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 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 City of Richmond as appropriate. Travel vouchers shall be submitted with the employee's payroll slip.

29- JURY DUTY

If a full-time employee 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 employee 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.

30- LIFE INSURANCE

The City of Richmond shall provide term life insurance in the amount of \$50,000.00 with double indemnity for accidental death, to each regular employee of the Communications Department at no cost to the employee.

31- HOSPITALIZATION INSURANCE

a. 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%).

b. Employees who are covered by another health care plan may elect to not participate in the City's health insurance plan. Employees who choose not to participate in the City's health care plan will be paid the following annual or pre-rated for period of less than a year.

Single Coverage	\$750.00
Two Person Coverage	1000.00
Family Coverage	1250.00

Employees who wish to re-enter the City health care plan may do so, re-entry will be in accordance with provisions provided in the Blue Cross/Blue Shield Service Contract with the City.

### 32- FUNERAL AND SERIOUS ILLNESS LEAVE

In the case of death in his immediate family, an employee 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, and in-laws, grandparents, provided he attend the funeral or related services. Additional time may be granted with the approval of the City Manager. Additional time shall be charged to sick leave. Serious illness leave will be authorized for immediate family hospitalization and operations when an employee is responsible to be at bedside of patient, charged to sick leave when approved by the City Manager. Visitation of patient will not be considered as serious illness leave.

33- HOLIDAYS

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

New Years Day	Labor Day	Christmas Day
Memorial Day	Floating Holiday	Employee's Birthday
Good Friday	Thanksgiving Day	Christmas Eve
Independence Day	Day after Thanksgiving	New Year's Eve

b. An employee 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; and if he works his last scheduled pay prior to the holiday and the next scheduled work day following the holiday unless excused by the City Manager or is on authorized vacation or sick leave.

c. Eligible employees shall receive regular pay for each holiday listed above.

d. If the holiday falls on Saturday, the preceding Friday will be observed unless regularly scheduled to work on Saturday.

e. If the holiday fall on Sunday, the succeeding Monday shall be observed unless regularly scheduled to work on Sunday.

f. The floating holiday may be any day selected by the employee and approved by the immediate supervisor at least twenty-four (24) hours in advance of the selected day. The floating holiday may not be carried over into the next calendar year.

34- VACATION

a. Each regular employee 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	5 working days
2nd thru 4th year	10 working days
5th year thru 9th year	15 working days
10th year completed	20 working days
15th year completed	22 1/2 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 employee is not indispensable or necessary. Vacations may be taken anytime after January 1st and may be taken all at one time or spread over the year. The five, ten fifteen or twenty working days are construed as the customary and usual work days for compensation of the particular employee.

c. Preference of vacation time will be given to employees covered by this agreement on a seniority basis with no more than one employee of the department on vacation at one time.

d. Vacations will be taken and terminate prior to December 31. Employees who cannot complete their allotted vacation time prior to December 31, 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 employee and approval of the Chief of Police.

e. Preferred vacation request will be made in writing to the immediate supervisor and forwarded to the City Manager 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, employees 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 an employee fails to use the holiday, this will constitute use on the roster.

35- PERSONAL BUSINESS DAYS

An employee 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 of the four shall be charged to sick leave. Employees shall give at least twenty-four (24) 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 under extenuating circumstances.

36- BARGAINING DURING THE TERM OF THIS AGREEMENT

It is hereby acknowledged that during the negotiations which resulted in the 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, each voluntarily and unqualifiedly waived the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, unless mutually agreeable to both the City and the Union.

37- SALARY

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

b. Salary steps for Communications employees are as follows:

	07/01/96	07/01/97	07/01/98
Full time start	\$ 10.58	\$ 10.90	\$ 10.90
6 Months	10.91	11.24	11.24
1 year	11.88	12.24	12.24
Communication Leader	13.02	13.42	13.42
Part-time start	\$ 8.24	\$ 8.49	\$ 8.49
6 Months	8.36	8.61	8.61
1 year	9.52	9.81	9.81

38- UNIFORMS

The City shall provide the following uniforms to employees and replacements when necessary:

- 3 winter shirts
- 3 summer shirts
- 2 trousers and 1 skirt or any combination not to exceed three(3) garments.
- 1 belt

39- TUITION REIMBURSEMENT

The City agrees to reimburse an employee the cost of his or her tuition for education programs related to the employees work or other City work for which an employee may be eligible by way of job transfers or promotions, provided that the course is approved by the City Manager, that the employee successfully completes the course, that the employee agrees to remain in the employ of the City for one year following completion of the course, and that no individual employee is eligible for more than \$300.00 per year in tuition reimbursement.

40- PENSION PLAN

a. The regular full time employees covered by this Agreement are eligible to participate in the City Pension Plan. This plan is known as a "Qualified Money Purchase Pension Plan" with the City contributing an amount equal to 6.0% of the employee's 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 effective on the first day of July each year following their first full year of continuous employment with the City of Richmond.

41- LONGEVITY PLAN

Longevity pay shall be based on the base pay on the following basis:

Upon completion of five (5) years service: 3% of base pay, not to exceed \$725.00.

Upon completion of 10 (10) years service: 5% of base pay, not to exceed \$1,125.00.

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

42- CHAIN OF COMMAND

Chain of command is established as Chief of Police, Sergeant, Communications Leader, Communications Personnel.

43- TERMINATION

This Agreement shall be in full force and effect until June 30, 1999. It is agreed that this Agreement shall renew itself automatically from year to year thereafter unless either of the parties notifies the other party by registered mail ninety (90) days prior to expiration date of its intent to terminate or modify this Agreement.

44- RETROACTIVITY

All economic benefits of this Agreement are retroactive to July 1, 1996.

CITY OF RICHMOND

POLICE OFFICER LABOR COUNCIL

by: Dennis R. Belger  
Dennis R. Belger  
Mayor

by: Linda K. Wieg  
Steward

by: Gerald P. Williams  
Gerald P. Williams  
City Manager

by: \_\_\_\_\_  
Alternate Steward

by: Karen M. Stagl  
Karen M. Stagl  
City Clerk

by: Danny A. Bartley  
Staff Representative

DATE: 10/2/96

DATE: 9/23/96